

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:

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

1. **CALL TO ORDER - PLEDGE OF ALLEGIANCE - INVOCATION**
2. **PRESENTATIONS:**
  - A. Presentation on the QuadState Local Governments Authority and its activities regarding the Sonoran Desert Tortoise and its potential listing as an endangered species by the U.S. Fish and Wildlife Service; and proposed legislation regarding county road rights-of-ways on federal land. **(Gerald Hillier)**
  - B. Public recognition of five employees through the County's Spotlight on Employees Program, as follows: Aimee Staten, Israel Juarez, Robert Cox-Robinson, Jerry J. Moore and Zachary Andrade. **(Erica Raymond)**
  - C. Presentation and discussion on the preliminary design for the proposed new Gila County Animal Shelter to be located at the Gila County Fairgrounds. **(Bob Hickman/Michael O'Driscoll)**
3. **REGULAR AGENDA ITEMS:**
  - A. Information/Discussion/Action to approve Agreement No. 020520 between Pinal-Gila Council for Senior Citizens Area Agency on Aging and Gila County whereby the County will disburse \$150,000; and further, the Board determines this is for the benefit to provide services to persons with

disabilities and aged persons within Gila County. **(Mary Springer)**

- B. Information/Discussion/Action to approve the Globe Regional Constable's previous submittal of a FY 2020 Equipment Grant Application to the Constable Ethics, Standards and Training Board and acceptance of the grant award in the amount of \$18,000 as partial funding to purchase a new vehicle by authorizing the Chairman's signature on Grant No. CNA20-405. **(Ruben Mancha)**
- C. Information/Discussion/Action to adopt Resolution No. 20-03-01 agreeing for Gila County to be the pass-through entity on behalf of the Hellsgate Fire District (District) for a grant awarded to the District by the Tonto Apache Tribe in the amount of \$25,449 to be used for the District's Critical Hose Replacement Program. **(Mary Springer/John Wisner)**
- D. Information/Discussion/Action to approve the budgeted and unbudgeted inter-fund transfers for FY2019. **(Maryn Belling)**
- E. Information/Discussion/Action to authorize the publication of a Notice of Public Auction for Miscellaneous Surplus Material in the Arizona Silver Belt newspaper on March 18, 2020. **(Mary Springer)**
- F. Information/Discussion/Action to approve Amendment No. 3 to an Intergovernmental Agreement (Contract ID # DI16-002156) with the Arizona Department of Economic Security to extend the Title IV-D child support services contract agreement from October 1, 2020, through September 30, 2021. **(Jeff Dalton)**
- G. Information/Discussion/Action to adopt Resolution No. 20-03-02 to name West Dilly Way and West Dally Lane in the Pine area. **(Steve Sanders)**



- H. Information/Discussion/Action to review all bids submitted for Invitation for Bids No. 121819 to purchase three new Ford Expedition SSVs with installed equipment; award to the lowest, responsible and qualified bidder; and authorize the Chairman's signature on the award contract for the winning bidder. **(Steve Sanders)**
- I. Information/Discussion/Action to review all bids submitted for Invitation for Bids No. 121919 to purchase one new Ford F250 crew cab, 4x4 pickup truck with installed equipment; award to the lowest, responsible and qualified bidder; and authorize the Chairman's signature on the award contract for the winning bidder. **(Steve Sanders)**
- J. Information/Discussion/Action to review all bids submitted for Invitation for Bids No. 121919-1 to purchase three new Ford Escape, 4 Door, AWD vehicles; award to the lowest, responsible and qualified bidder; and authorize the Chairman's signature on the award contract for the winning bidder. **(Steve Sanders)**
- K. Information/Discussion/Action to declare Fulton Ave., a portion of Central Ave., and the alley in Block Eleven between Victor St. and Tremont St., as shown on the Map of South Globe, GCR Map 20, as not being necessary for public use as roadways and alleyways; and accept a Citizens' Petition to begin the process to abandon Fulton Ave., a portion of Central Ave., and the alley in Block Eleven between Victor and Tremont St. as shown on the Map of South Globe, GCR Map 20. **(Steve Sanders)**
- L. Information/Discussion/Action to adopt Resolution No. 20-03-03 authorizing the execution of Amendment No. Three to an Intergovernmental Agreement (IGA/JPA 16-0005916-I) between Gila County and the State of Arizona, Department of Transportation, which is related to the bridge replacement project on Colcord Road east of

Payson. **(Steve Sanders)**

- M. Information/Discussion/Action to accept a report from the Assessor's Office regarding a petition signed by owners of property in the Vertical Heights area of Globe, Arizona requesting to be de-annexed from the boundaries of the Tri-City Regional Sanitary District (TRSD); and validate that all signatures are owners of property for the respective listed parcel numbers on the petition except for parcel number 205-01-013A which is not within the taxing authority boundaries of the TRSD and not signed by owners of the subject property. **(Marian Sheppard)**
- N. Information/Discussion/Action to consider issuing official comments from the Board of Supervisors to the Tonto National Forest on the Tonto National Forest Draft Land Management Plan and Draft Environmental Impact Statement. **(Jacque Sanders)**
- 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 Lease Use Agreement Extension No. 3 between Gila County and the Pine-Strawberry Horseman's Association to extend the term of the Agreement for an additional five years, from May 24, 2019, through May 23, 2024.
  - B. Approval of Amendment No. 1 to Professional Services Contract No. 040819 between the Superior Court in Gila County and Diana G. Montgomery, PLLC to increase the contract by \$33,200 for an amended contract amount not to exceed \$79,000 for the remainder of the contract term, July 1, 2019, to June 30, 2020.

- C. Approval of Amendment No. 4 to Professional Services Contract No. 090817 between the Superior Court in Gila County and the Law Offices of Stephen Jones to increase the contract by \$36,000 for an amended contract amount not to exceed \$94,000 for the remainder of the contract term, July 1, 2019, to June 30, 2020.
- D. Approval of Amendment No. 2 to Professional Services Agreement No. 022618 with Hayes Enterprises to extend the term of the contract for one additional year (January 8, 2020, to January 7, 2021) in a not to exceed amount of \$120,000 for the continued provision of jail medical services for the Gila County Sheriff's Office.
- E. Approval of the Application for an Extension of Premises/Patio Permit submitted by Albert Keehn to temporarily extend the premises where liquor is permitted to be served at the Sportsman's Chalet located in Strawberry.
- F. Approval of the February 4, 2020, February 18, 2020, and February 25, 2020, Board of Supervisors' meeting minutes.
- G. Acknowledgment of the January 2020 monthly activity report submitted by Clerk of the Superior Court's Office.
- H. Acknowledgment of January 2020 monthly activity report submitted by the Recorder's Office.
- I. Acknowledgment of January 2020 monthly activity report submitted by the Globe Regional Constable's Office.
- J. Acknowledgment of the January 2020 monthly activity report submitted by the Payson Regional Constable's Office.

- K. Acknowledgment of the January 2020 monthly activity report submitted by the Globe Regional Justice of the Peace's Office.
- L. Acknowledgment of the January 2020 monthly activity report submitted by the Payson Regional Justice of the Peace's Office.
- 5. **CALL TO THE PUBLIC:** A call to the public is held for public benefit to allow individuals to address the Board of Supervisors on any issue within the jurisdiction of the Board of Supervisors. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), at the conclusion of an open call to the public, individual members of the Board of Supervisors may respond to criticism made by those who have addressed the Board, may ask staff to review a matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.
- 6. At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the County Manager may present a brief summary of current events. No action may be taken on information presented.
- 7. **EXECUTIVE SESSION ITEMS:**
  - A. Information/Discussion/Action to vote to go into executive session under A.R.S. § 38-431.03(A)(3) and (4) for discussion or consultation with the attorneys for the Gila County Board of Supervisors in order to consider its position and instruct its attorneys regarding its position in pending litigation, or in settlement discussions to be conducted in order to avoid or resolve litigation, in the matter of CENTURYLINK CORPORATION, a Delaware corporation, Plaintiff, vs. ARIZONA DEPARTMENT OF

REVENUE, an agency of the State of Arizona; and the COUNTIES of Apache, Cochise, Coconino, Gila, Graham, Greenlee, La Paz, Maricopa, Mohave, Navajo, Pima, Pinal, Santa Cruz, Yavapai, and Yuma, each of which is a political subdivision of the State of Arizona, Defendants regarding Arizona Tax Court No. TX2019-001726. **(Jefferson Dalton)**

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-5908**

**Presentation 2. A.**

**Regular BOS Meeting**

Meeting Date: 03/10/2020

Submitted For: James Menlove, County Manager

Submitted By: Sherry Grice, Management Associate

Department: County Manager

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Information

Request/Subject

Presentation on the QuadState Local Governments Authority (QSLGA) and its activities.

Background Information

The QSLGA is a Joint Exercise of Powers Authority established between eight counties, and one city in four Western states. The QSLGA's Board of Directors is comprised of elected officials representing each of the members. The QSLGA was organized to provide a multi-county voice on federal natural resource management and public lands issues primarily in the Mojave Desert region. The QSLGA advances its policy priorities through legislative and regulatory advocacy and analysis, input regarding land use plans and decisions, and legal action.

The QSLGA is interested in resource management and balanced multiple use of public lands and public land resources. The QSLGA also represents the appropriate integrated consideration of private land values by the federal and state agencies. The QSLGA seeks implementation of rational resource management strategies that provide for balancing the needs of natural resources with the interests and needs of residents and constituents. It also recognizes and advocates the interests of local government as a partner in providing services and infrastructure to the region. It fully supports science-based resource management and conservation. The QSLGA supports constructive dialogue among the federal and state land and wildlife management agencies to ensure sensitivity to regulatory impacts upon local government.

The Sonoran Desert Tortoise is a distinct species from the Mohave Desert Tortoise which is listed as an endangered species. The Mohave Tortoise's range is west and north of the Colorado River primarily in California, Nevada and the northwest corner of Arizona. The Sonoran Tortoise's range is east and south of the Colorado River in Arizona and Mexico including

portions of eleven Arizona Counties.

The U.S. Fish and Wildlife Service (USFW) was petitioned in 2008 to list the Sonoran Desert Tortoise and from 2010 to 2014 considered listing the species as warranted. In October 2015 after careful consideration of the best scientific data, the USFW issued a decision that the species was not warranted for listing under the Endangered Species Act. The QSLGA, representing La Paz and Mohave Counties, was very involved in working with USFW and other entities to ensure that accurate data was used in making this decision.

In September 2019, the WildEarth Guardians and the Western Watersheds Project filed a civil lawsuit challenging the 2015 decision. Additional Arizona counties as members of the QSLGA would enhance our effectiveness as this lawsuit progresses and on other issues such as the proposed listing of the Joshua Tree as an endangered species. Member counties also receive the benefit of representation and information garnered from the QSLGA's involvement with a broad spectrum of organizations related to planning and conservation on Federal lands including Multispecies Conservation Plans, Landscape Conservation Cooperatives, the Arizona Interagency Desert Tortoise Team, Desert Tortoise Management Oversight Group and from advocacy for counties related to PILT(Payment in Lieu of Taxes), SRS (Secure Rural Schools), R.S. 2477 roads and other related matters.

### Evaluation

Gerald Hillier, Executive Director of the QSLGA, has requested to make a presentation to the Board of Supervisors on the following:

- 1) The desert tortoise, where litigation has recently been filed by environmental groups seeking court ordered listing under the Endangered Species Act, where U.S. Fish and Wildlife Service last found listing was "not warranted.
- 2) Proposed legislation regarding county road rights-of-ways on federal land. The QSLGA has been seeking legislation, supported by NACo, for four years to provide an administrative means of confirming these historic rights-of-ways.
- 3) Invitation for Gila County to join as a member of the QSLGA.

### Conclusion

It would be beneficial for the Board of Supervisors to receive this information from the QSLGA.

Recommendation

It is recommended that Mr. Hillier provide the information as stated above.

Suggested Motion

Presentation on the QuadState Local Governments Authority and its activities regarding the Sonoran Desert Tortoise and its potential listing as an endangered species by the U.S. Fish and Wildlife Service; and proposed legislation regarding county road rights-of-ways on federal land.

**(Gerald Hillier)**

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Attachments

Tortoise Presentation

2nd Portion Tortoise Presentation

Historic Rites RS2477

Updated Q&A RS 2477

S. 468 Hearing

Quadstate Information

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# QUADSTATE LOCAL GOVERNMENTS AUTHORITY

*An Interstate Joint Powers Authority Established in 1999*

## **Sonoran Distinct Population Segment of desert tortoise (*Gopherus morafkai*)**

### **Issues and Concerns**

**Updated: February 22, 2013**

**Updated and Revised: February 6, 2020**

Regulatory action by US Fish and Wildlife Service (FWS): Petitioned for listing under the Endangered Species Act in October 2008 by Western Watersheds Project and WildEarth Guardians.

- 90-day finding: met minimum standard for full status review, Aug. 28, 2009 (FR Vol. 74, No. 166, pp 44335 – pp 44344)
- 12-month finding: listing warranted but precluded, Dec. 14, 2010 (FR Vol. 75, No. 239, pp 78094 – 78146).
- Based upon Species Status Assessment (SSA) prepared during 2013 and 2014, the FWS reaffirmed its warranted finding, Dec. 5, 2014 (79 F.R. pp 72,466).
- May 27, 2015, FWS published a Candidate Conservation Agreement (CCA) with cooperating federal and state agencies.
- October 6, 2015, FWS reversed previous findings and issued a not warranted determination based on the current Species Status Assessment and the CCA. (80 F.R. pp 60,333.)

Court action: Federal District Court in the District of Columbia, September 9, 2011, settlement between Center for Biological Diversity and WildEarth Guardians and the Secretary of the Interior:

- In agreeing to act on listing decisions on 757 species in the US, FWS agreed to reach a Final Decision on Sonoran desert tortoise by the end of FY 2016 (September 30, 2016).
- WildEarth Guardians and Western Watersheds Project filed suit in the Federal District Court of Arizona September 5, 2019, for Violation of the Endangered Species Act, seeking further review and consideration for listing.

### Issues:

- Is listing of the Sonoran tortoise warranted or not? The most recent SSA and CCA, together with population data from the AGF plots support the FWS determination not to list.
- The current litigation alleges the FWS did not adequately consider the five (5) listing factors required by regulations. The suit makes a specific point of inadequate consideration of climate change in the decision-making.
- Are the level of existing regulatory mechanisms contained in agency land use plans adequate for protection and enforcement? The agencies are committed to consider tortoise in management, but the United States has no control over land management in Mexico.
- Did the FWS use the best available science that the population remains viable and is not threatened or endangered? The plaintiffs allege the Service's population viability models are faulty.
- Did the FWS adequately consider the climate change models which predict a increased drought in the Southwest?

**Issues and Concerns; Request for Action**  
**Sonoran DPS of the desert tortoise**  
**QuadState Local Governments Authority**  
**February 6, 2020**

- The Arizona Game and Fish Department has data on study plots that have been inventoried over the past 25 years or more. Its data indicates relative stable populations with a single exception.
- Did FWS adequately assess the foreseeable future in making its assessments and determinations not to list the species? While ESA is silent on the quantifying the future, in the 2015 SSA the Service used 200 years, but in the not warranted decision used 3 generations, or 75 years.
- Did the FWS adequately determine and quantify the size of the range of the species within the meaning of “significant?” Specifically, did the FWS adequately evaluate whether the threats and effects of invasive species such as buffelgrass, and climate change, would affect an area that might be a significant portion of the tortoise’s range?
- The plaintiffs allege that the management commitments made by agencies in the CCA are only voluntary and not binding.
- The plaintiffs allege the FWS has ignored the isolated population of desert tortoises in the Black Mountains, north of Kingman, which subsequent DNA work has concluded are Mojave tortoises, and should be considered as separate population for listing consideration, and desert special management.

Practical actions for management of the habitat and tortoises in terms of agency or Congressional oversight or actions, which do not require listing under the ESA:

1. Secure the border. Immigration trails in the desert are profoundly affecting habitat and contributing directly to the trash and habitat damage concerns, plus it increases invasive species and wildfire likelihood.
2. Assure that FWS revisit and revise its decision by grounding it in quantitative data, addressing the specific data on hand relative to existing data on population trends.
3. Assure the land management agencies carry out their management and conservation commitments made under the Candidate Conservation Agreement.
4. Direct agencies to take action on invasive weeds as an integral part of fire management and fire pre-suppression activity. Initiate and maintain eradication programs aimed at reduction of invasive species.
5. Direct agencies to continue and expand monitoring activity so as to better quantify populations and effects of both land use and management.
6. Address the depth to which concerns about climate change are affecting federal land use and land management decisions, and seek quantitative information whether any land management in the desert [that restricts or eliminates land use] can really have an effect on, or ameliorate the effects of climate change. To date, from the AGF plots, there is no evidence of climate affecting resident populations.

**Background and discussion**

History and Scope: The Beaver Dam Slope Population (Utah and Arizona Strip) was listed as threatened Aug. 20, 1980.

The Mojave Distinct Population Segment (adding CA and NV to the BDS Population, was listed as threatened April 2, 1990.

**Issues and Concerns; Request for Action**  
**Sonoran DPS of the desert tortoise**  
**QuadState Local Governments Authority**  
**February 6, 2020**

The Sonoran Population (Arizona only, east and south of the Colorado River) was addressed but not listed in decisions June 27, 1991, and Dec. 5, 1996.

The range of the Sonoran DPS is estimated at 26.8 million acres, and occurrence has been identified in 11 of Arizona's 15 counties.

Listing decision: Arizona Game and Fish Department (AGF) has 17 permanent plots scattered non-randomly in areas "most likely to have tortoises." They are located in only five (5) of the 11 counties in which desert tortoises have been found. They have been read at regular intervals over the past 32 years, beginning in 1988. In 2010 the petitioners for listing relied on a privately contracted analysis of the 17 plots to justify their petition. They made a representation of an overall average decline in numbers, but the representation was skewed by a massive decline, likely due to drought, on one plot in the Maricopa Mountains that occurred in 1991. (The "likely" was expressed by an employee of the AGF.)

FWS took public input and analysis through 2010. Mohave and La Paz Counties, and QuadState LGA submitted comments and analysis. We understand many others also submitted data and opinions. Our continuing analysis of the AGF plot data showed that for the most part the populations were stable, showed little impacts of land uses such as livestock grazing, and no effects of urbanization or other threats noted in the petition and subsequent decision of the FWS.

FWS issued its most recent decision October 6, 2015, in the *Federal Register* notice noted above, finding the Sonoran DPS was adequately protected and conserved under the conservation agreements with the federal land management agencies who were signatories to the CCA. Among the required factors for analysis, the 2015 decision addressed:

- A. Altered plant communities: While some is occurring, the threat to the population is not documented, and has not been reflected in data. Much of the altered habitat from invasive species remains usable by tortoises.
- B. Altered fire regime: The presence of invasives, and cultivated buffelgrass, has altered the vegetative composition, but not to enough of an extent to cause un-do concern. Most of the effect of buffelgrass fires is in Mexico.
- C. Habitat Conversion: While conversion of habitat to urban growth has occurred at a rapid pace in several areas of Arizona, it has occurred on private land, and has not spread to federal public land, which represents the majority of desert tortoise habitat. The area devoted to agriculture in the state has been in decline.
- D. Habitat Fragmentation: This is continuing issue but FWS deemed it of minor importance, since most corridors for both utilities and transportation were already in existence. Many fragmenting actions, such as pipeline and powerlines don't create barriers to crossing.
- E. Human-Tortoise Interaction: While there are issues on the wildland-urban interface, FWS believes there is no effect at the population level.
- F. Climate change and Drought: The FWS noted unequivocal evidence of climate change, specifically warming, but certainty and adaptability are unknown. FWS found the species had wide amplitude to survive varying conditions, and that only prolonged drought would have permanent effect on populations.

Position of QuadState Local Governments Authority and the counties:

- The decision to date, not warranted, is supported by the Authority and its member counties. The data we have reviewed continues to support a belief that the population is stable throughout Arizona.
- We take issue on many of the listing factors and lack of quantification:
  - ✓ Land has been lost to urbanization, but millions of acres are still open and the federal lands are likely to remain so. Areas in the Bureau of Land Management's (BLM) National Landscape Conservation System (NLCS) and the National Park Service (NPS) have increased. Urbanization is occurring on private land, not the federal estate.
  - ✓ Invasive weeds are a problem, not only as a cause of habitat loss, but also as a threat to ecosystem health and fuels management. **This is a factor that must be addressed, but is not sufficient to justify listing the species as threatened or endangered under the ESA.**
  - ✓ Without getting in an argument regarding whether climate change is real or not, there are no land management strategies to deal with it, nor suggestions as to whether any would be effective. The plots upon which population data is based show no effects of climate change over the past 30 years of their existence.
  - ✓ Monitoring basically shows a stable population where the plots exist. AGF was not able to conduct monitoring in 2009, 2010 and 2012 because of lack of funding. **Continuation of monitoring is essential.**
  - ✓ Several references in the FWS's candidate species decision are made to the impact of illegal immigration to habitat in the United States as well as to the absence of habitat management in Mexico. **Securing the border is essential for many reasons, and habitat protection is one more justification. Land and habitat management in Mexico is beyond the control of any agency or institution in the US, and should not be considered a factor as to listing.**
  - ✓ Collection and other factors such as road kill are a continuing issue, but there are adequate regulations to address them, and listing will not affect them. Agencies should simply continue what they are doing to the limits of their budgets. There does not appear to be enough threatening activity occurring to justify listing.
  - ✓ Predation, particularly by ravens, is an issue with both the Mojave and Sonoran Populations. **FWS must take action on this factor and deal with the regulatory problems associated with take of ravens under the Migratory Bird Treaty Act.**
  - ✓ Renewable energy, particularly industrial-scale solar, is a major issue affecting thousands of acres. Even with attempts to avoid tortoise habitat, open space and wildland values are adversely affected. **There must be a considered and objective discussion as to whether the land degradation costs of renewable**

**energy are offset by any benefits to climate and change from fossil fuel energy production.**

- Counties and the Authority have been admitted to the Arizona Interagency Desert Tortoise Team (AIDTT). This permits the counties and its organization to maintain contact with the agencies and habitat management issues.

Footnote: In early 2012 Berry *et al* published a paper proposing that desert tortoise of the Southwestern United States be divided into two species. The scientific name *Gopherus agassizii* would be retained for tortoises that have historically been the Mojave Distinct Population Segment residing west of the Colorado River in California and north of the River in Nevada, Arizona and Utah. Limited to Arizona only, the Sonoran Distinct Population Segment will now be called *G. morafkai*, or Morafka's desert tortoise. The distinction was made by a USGS employee, and appears to now be generally adopted.

*Buster Johnson, Chairman*  
*Supervisor, District 3, Mohave County Arizona*  
*Gerald Hillier, Executive Director*  
*P.O. Box 55820, Riverside, CA 92517*

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IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF ARIZONA

WildEarth Guardians, a non-profit  
organization; Western Watersheds  
Project, a non-profit organization,

Plaintiffs,  
vs.

David Bernhardt, as Secretary of the  
Department of the Interior; the United  
States Department of the Interior, a  
federal department; Maragret Everson,  
as exercising the authority of the  
Director of the U.S. Fish and Wildlife  
Service; and the U.S. Fish and Wildlife  
Service, a federal agency,

Federal-Defendants.

No.

COMPLAINT

## INTRODUCTION

1  
2 1. WildEarth Guardians and the Western Watersheds Project  
3 (collectively “Plaintiffs”), bring this civil action against the above named  
4 Federal-Defendants (the “U.S. Fish and Wildlife Service” or “the Service”) under the citizen suit provision of the Endangered Species Act (“ESA”), 16  
5 U.S.C. § 1540(g), and the Administrative Procedure Act (“APA”), 5 U.S.C. §  
6 706, for violations of the ESA.  
7  
8  
9

10 2. This case challenges the Service’s October, 2015 decision that the  
11 Sonoran desert tortoise is “not warranted” for listing under the ESA. The  
12 Service made this finding after previously determining in 2010, 2011, 2012,  
13 2013, and 2014 that the species was “warranted” and qualified for listing  
14 under the ESA.  
15  
16

## JURISDICTION AND VENUE

17  
18 3. This Court has jurisdiction over this action under 28 U.S.C. § 1331,  
19 16 U.S.C. § 1540(c).  
20

21 4. This Court has the authority to review the Service’s action(s)  
22 complained of herein and grant the relief requested, under the ESA’s citizen  
23 suit provision, 16 U.S.C. § 1540(g), and the APA, 5 U.S.C. § 706.  
24

25 5. All requirements for judicial review required by the ESA are  
26 satisfied. Plaintiffs e-mailed and mailed a sixty-day notice of intent to sue  
27 letter to the Service on April 15, 2019. This letter notified the Service of  
28

1 Plaintiffs' intent to file a civil action to rectify the legal violations described in  
2 the letter. More than sixty days have elapsed since the Service received  
3 Plaintiffs' notice of intent to sue letter for violating the ESA.  
4

5 6. The relief sought is authorized by 28 U.S.C. § 2201, 28 U.S.C. § 2202,  
6 16 U.S.C. § 1540, and 5 U.S.C. § 706.

7 7. Venue is proper in this Court under 16 U.S.C. § 1540(g)(3)(A) and 28  
8 U.S.C. § 1391(e).  
9

10 8. Plaintiffs satisfy the minimum requirements for Article III standing.  
11 Plaintiffs – including their members, supporters, and staff – have suffered  
12 and continue to suffer injuries to their interests in conserving Sonoran desert  
13 tortoises from the Service's decision not to protect the species under the ESA.  
14 This Court can redress these injuries. There is a present and actual  
15 controversy between the Parties.  
16

### 17 **PARTIES**

18 9. Plaintiff, WILDEARTH GUARDIANS, is a non-profit conservation  
19 organization dedicated to protecting and restoring the wildlife, wild places,  
20 wild rivers, and the health of the American West. WildEarth Guardians is  
21 specifically committed to ensuring the survival and recovery of native species,  
22 including the Sonoran desert tortoise in the United States and Mexico.  
23 WildEarth Guardians has approximately 238,000 active members and  
24 supporters across the American West, including many who reside in Arizona.  
25 Many of WildEarth Guardians' members and supporters also reside and  
26 routinely recreate in areas occupied by the Sonoran desert tortoise in Arizona  
27 and Mexico. WildEarth Guardians has a long history of working to protect  
28



1 and restore native species, including the Sonoran desert tortoise. WildEarth  
2 Guardians brings this action on behalf of itself, its members, and its  
3 supporters.

4 10. Plaintiff, the WESTERN WATERSHEDS PROJECT (“WWP”), is a  
5 non-profit membership organization with offices throughout the American  
6 West, including in Arizona. WWP has over 9,500 members and supporters  
7 including many who reside and routinely recreate in Arizona and areas  
8 occupied by Sonoran desert tortoises. WWP, its staff, members, and  
9 supporters are dedicated to protecting and conserving the public lands,  
10 wildlife and natural resources of watersheds in the American West. WWP, its  
11 staff, members, and supporters are dedicated to ensuring the long-term  
12 survival and recovery of Sonoran desert tortoises. WWP brings this action on  
13 behalf of itself, its members, and its supporters.  
14

15 11. WildEarth Guardians’ and WWP’s (collectively “Plaintiffs”) members,  
16 supporters, and staff are dedicated to ensuring the long-term  
17 survival and recovery of the Sonoran desert tortoise and ensuring the Service  
18 complies with the ESA and bases all listing decisions on the best scientific  
19 and commercial data available (“best available science”).  
20

21 12. Plaintiffs’ members, supporters, and staff live in or near and/or  
22 routinely recreate in or near areas occupied by the Sonoran desert tortoise.  
23 Plaintiffs’ members, supporters, and staff enjoy observing – or attempting to  
24 observe – and studying Sonoran desert tortoises, including signs of the desert  
25 tortoise’s presence and observing, studying, and/or photographing Sonoran  
26 desert tortoises in areas where they are known to exist and travel. The  
27  
28

1 opportunity to view Sonoran desert tortoises or signs of tortoises in the wild  
2 is—by itself—of significant interest and value to Plaintiffs’ members,  
3 supporters, and staff and increases their use and enjoyment of the area.

4 13. The Service’s October, 2015 decision not to provide endangered or  
5 threatened status to the Sonoran desert tortoise challenged in this lawsuit  
6 harms Plaintiffs’ interests in the species and its conservation. Plaintiffs’  
7 members, supporters, and staff derive aesthetic, recreational, scientific,  
8 inspirational, educational, spiritual, and other benefits from Sonoran desert  
9 tortoises, recreating in areas occupied by and used by Sonoran desert  
10 tortoises, and in working to protect Sonoran desert tortoises from human-  
11 caused mortality and disturbance and in working to restore and recover  
12 Sonoran desert tortoises in the United States and Mexico. In furtherance of  
13 these interests, Plaintiffs’ members, supporters, and staff have worked and  
14 continue to work to conserve Sonoran desert tortoises. Plaintiffs’ 2008  
15 petition to list the species is part of the effort.

16 14. Plaintiffs’ interests have been, are being, and unless the requested  
17 relief is granted, will continue to be harmed by the Service’s October, 2015  
18 decision not to list the species under the ESA. If this Court issues the relief  
19 requested the harm to Plaintiffs’ interests will be alleviated and/or lessened.

20 15. Defendant DAVID BERNHARDT is sued in his official capacity as  
21 Secretary of the United States Department of the Interior. As Secretary, Mr.  
22 Bernhardt is the federal official with responsibility for all Service officials’  
23 inactions and/or actions challenged in this complaint.



1           20. The desert tortoise is a long-lived species with a relatively slow  
2 rate of reproduction.

3           21. The lifespan of a desert tortoise varies from 30 to over 100 years.  
4  
5 On average, the oldest ages attained for desert tortoises is roughly 60 years  
6 but some reach 80 to 100 years in the wild.

7           22. Sexual maturity and first reproduction in female desert tortoises  
8 occurs between 12 to 22 years of age. Female desert tortoises may store  
9 sperm for up to two years, meaning that one season's mating produces the  
10 following season's clutch of eggs. Female desert tortoises may lay one clutch  
11 of 1-12 eggs per year, generally around the onset of the summer rainy season.  
12  
13 The eggs hatch in September and October.

14           23. The desert tortoise (*Gopherus agassizii*) originally included two  
15  
16 distinct populations, the Mojave population (occurring north and west of the  
17 Colorado River) and Sonoran population (occurring south and east of the  
18 Colorado River). The Colorado River has been an effective geographic barrier  
19 separating the two populations of desert tortoises for millions of years.  
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24. Differences between the Mojave and Sonoran populations of desert tortoises include size and shell shape (the Mojave desert tortoise has a wider shell), egg production, and habitat preferences. The Mojave population is found predominantly in valleys and alluvial fans. The Sonoran population is found predominantly in rocky hillsides and slopes.

25. The Sonoran desert tortoise occurs most commonly on rocky (predominantly granite rock) steep slopes and bajadas (lower mountain slopes formed by the coalescing of several alluvial fans) and in paloverde-mixed cacti associations. Sonoran desert tortoises also use inter-mountain valleys as part of their home ranges and for dispersal at all age classes.

26. One of the most important habitat features for the Sonoran population of desert tortoises (unlike the Mojave population) is the presence

1 of shelter sites which often take the form of constructed burrows under rocks  
2 and boulders and beneath vegetation on slopes.

3         27. The Sonoran population of desert tortoises (occurring south and  
4 east of the Colorado River) is most closely associated with the Arizona  
5 Upland and Lower Colorado River subdivisions of Sonoran desert scrub and  
6 Mojave desert scrub vegetation types.  
7

8         28. Sonoran desert tortoises in Arizona generally occur within  
9 elevations from 510 to 5,300 feet. Sonoran desert tortoises in Mexico are  
10 generally found at lower elevations, ranging from roughly 1,000 to 1,640 feet.  
11

12         29. The Sonoran desert tortoise is an herbivore and has been  
13 documented to eat roughly 200 different plant species, including herbs,  
14 grasses, succulents, and woody plants. Native forbs are a critically important  
15 food source for Sonoran desert tortoises and provide more nitrogen and water  
16 than nonnative forbs.  
17

18         30. The bladder of the Sonoran desert tortoise is unique and serves an  
19 important function in its survival. Sonoran desert tortoises are capable of  
20 drinking large amounts of water when it is available (and may even construct  
21 water catchments by digging earthen depressions). The bladder of the  
22 Sonoran desert tortoise is large and divided into two lobes which gives the  
23 species the ability to store water, dilute excess dietary salts and metabolic  
24 wastes, and reabsorb water into the bloodstream.  
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1           31. The Sonoran population of desert tortoises are known to make long-  
2 distance movements between populations in adjacent mountain ranges.  
3 These movements may be tied to nest site selection, seasonable migration,  
4 departure from unfavorable habitat conditions, or males in search of females.  
5 Long distance movements by the Sonoran population of desert tortoises  
6 suggest that potential for meta-population relationships (interrelated  
7 population dynamics between smaller subpopulations) between local  
8 populations inhabiting regional areas and hillsides.

9  
10  
11 ***The Service lists the Mojave desert tortoise DPS***

12  
13           32. In 1990, the Service issued a final rule designating the Mojave  
14 population of desert tortoises (occurring north and west of the Colorado river)  
15 as a threatened species under the ESA. 55 Fed. Reg. 12,178 (April 2, 1990).  
16 This Mojave population of desert tortoises was designated as a distinct  
17 population segment (“DPS”) under the ESA.  
18  
19

20           33. As part of the Mojave desert tortoise DPS listing, the Service also  
21 protected any desert tortoise from other populations, including the Sonoran  
22 population, as a threatened species when observed outside its known range,  
23 due to similarity of appearance under section 4(e) of the ESA, 16 U.S.C. §  
24 1533(e). The Sonoran population of desert tortoises that remained within  
25 their known range (south and east of the Colorado River) were not provided  
26 protective ESA status by the Service.  
27  
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1 ***Plaintiffs' petition to list a Sonoran desert tortoise DPS***

2 34. In October, 2008, Plaintiffs submitted a formal petition to the  
3 Service to list the Sonoran population desert tortoise as a DPS under the  
4 ESA.  
5

6 35. Plaintiffs' 2008 petition requested the Service provide protective  
7 ESA status to all desert tortoises within the Sonoran population (east and  
8 south of the Colorado River), including desert tortoises in the Black  
9 Mountains north of Kingman, Arizona and desert tortoises in Mexico.  
10

11 36. In August, 2009, the Service issued a positive 90-day finding on  
12 Plaintiffs' 2008 petition. 74 Fed. Reg. 44,335 (August 28, 2009). The Service  
13 determined that the petition to list a Sonoran desert tortoise DPS under the  
14 ESA included substantial information indicating that the population meets  
15 the definition of a DPS and that listing "may be warranted."  
16

17 37. Following the positive 90-day finding, the Service initiated a status  
18 review of the Sonoran desert tortoise DPS to determine if listing the  
19 population is warranted.  
20

21 ***The Service's December, 2010 finding that the Sonoran desert tortoise***  
22 ***DPS is warranted for listing***  
23

24 38. In December, 2010, the Service issued a 12-month finding that  
25 listing the Sonoran desert tortoise DPS was warranted. 75 Fed. Reg. 78,094  
26  
27  
28



1 (December 14, 2010). The Service determined, however, that listing the  
2 Sonoran desert tortoise DPS was precluded by higher priority actions.

3 39. The Service added the Sonoran desert tortoise DPS to its candidate  
4 species list and committed itself to developing a proposed rule to list the  
5 Sonoran population of desert tortoises as its priorities allow.  
6

7 40. The Service's December, 2010 warranted finding for the Sonoran  
8 desert tortoise DPS was based on its review of the best available science and  
9 section 4(a)(1) of the ESA's five threat factors (Factors A-E), 16 U.S.C. §  
10 1533(a)(1).  
11

12 41. The Service's 2010 warranted finding determined that the Sonoran  
13 desert tortoise DPS was threatened by loss of habitat and range habitat and  
14 range (Factor A). This included: (1) the documented invasion and cultivation  
15 of non-native plant species which significantly increases the risk of wildfire  
16 (in an ecosystem that evolved without fire); (2) loss of habitat and increased  
17 habitat fragmentation (making dispersal and genetic exchange more difficult)  
18 from human population growth and urban development; and (3) loss of  
19 habitat from ironwood and mesquite harvesting and livestock grazing  
20 (particularly in Mexico). The Service concluded that loss of the Sonoran  
21 desert tortoise DPS's habitat and range "is an immediate threat of high  
22 magnitude . . . both now and in the foreseeable future."  
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1           42. The Service's 2010 warranted finding determined that the Sonoran  
2 desert tortoise DPS was threatened by overutilization (Factor B) in the form  
3 of illegal collection of desert tortoises in the wild. The Service relied on a  
4 study finding that one in 12 tortoises detected in the wild is illegally  
5 collected. The Service expects this incidence of collection to increase as  
6 human populations expand and grow in occupied habitat.  
7  
8

9           43. The Service's 2010 warranted finding determined that the Sonoran  
10 desert tortoise DPS was, in combination with other threats, moderately  
11 threatened by predation, mainly from feral domestic dogs and humans  
12 (Factor C). In 2010, the Service found that disease does not pose a threat to  
13 the Sonoran desert tortoise DPS.  
14  
15

16           44. The Service's 2010 warranted finding determined that the Sonoran  
17 desert tortoise DPS was threatened, in combination with other threats, by  
18 the inadequacy of existing regulatory mechanisms (Factor D). The Service  
19 found that while federal and state land management agencies consider desert  
20 tortoises in their planning documents, there are serious deficiencies in them  
21 with respect to the conservation of desert tortoises. The Service found a lack  
22 of regulatory mechanisms needed to protect the species from various threats,  
23 including off-highway vehicle use, predation, climate change, and invasive  
24 plant species. The Service also found that although the species in considered  
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1 “threatened” in Mexico, there are no conservation planning or enforcement  
2 regulations in place to protect the species in that country.

3  
4 45. The Service’s 2010 warranted finding determined that the Sonoran  
5 desert tortoise DPS was, in combination with other threats, likely threatened  
6 by other natural or manmade factors in the foreseeable future (Factor E). The  
7 Service identified localized threats to local sub-populations from ingestion of  
8 trash and vehicle strikes. The Service recognized that while the effects (direct  
9 and indirect) from climate change “remain uncertain” in 2010, impacts from  
10 climate change in the future “will likely exacerbate the current and ongoing  
11 threat of habitat loss caused by other factors.”  
12  
13

14 46. In the 2010 warranted finding, the Service noted that many of the  
15 threats facing the Sonoran desert tortoise DPS “act in synergistic  
16 combination in their effects to the tortoise” and that such threats “are  
17 predicted to increase in the foreseeable future.” The Service said that  
18 collectively, these threats will result in the loss of a significant amount of  
19 habitat for the Sonoran population of desert tortoises and fragment  
20 remaining populations, “threatening the long-term genetic fitness of the  
21 tortoise and precluding their recolonization ability in the event of population  
22 extirpations.”  
23  
24

25 47. In the 2010 warranted finding, the Service projected that roughly  
26  
27 98 percent of the Sonoran desert tortoise DPS’s habitat in Mexico and 47  
28

1 percent of the species' habitat in Arizona "will be lost or adversely modified in  
2 the foreseeable future."

3  
4 48. Based on its review of the five threat factors and best available  
5 science, the Service concluded that the Sonoran population of desert tortoises  
6 qualified as a DPS (for listing purposes) and was "in danger of extinction in  
7 the foreseeable future throughout all or a significant portion of its range."  
8

9 49. Following the Service's 2010 warranted finding for the Sonoran  
10 population of desert tortoise DPS, the Service repeatedly reaffirmed this  
11 finding in its subsequent candidate notices of reviews.  
12

13 ***The Service reaffirms its finding that the Sonoran desert tortoise DPS***  
14 ***is warranted for listing in 2011***

15 50. In October, 2011, the Service published a candidate notice of review  
16 reaffirming its 2010 finding that the Sonoran desert tortoise DPS remained  
17 warranted for protective ESA status. 76 Fed. Reg. 66,370 (October 26, 2011).  
18

19 51. The Service said in its October, 2011 candidate notice of review that  
20 a recently published paper on the genetics of desert tortoise (Murphy (2011))  
21 indicates that the Sonoran desert tortoise DPS should be treated as a  
22 separate species (rather than a DPS of the same species). The Service said it  
23 would analyze this new information and make any necessary changes to the  
24 nomenclature in the next, 2012 candidate notice.  
25  
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1           52. In the 2011 candidate notice, the Service said that threats to the  
2 Sonoran desert tortoise DPS includes “nonnative plant species invasions and  
3 altered fire regimes; urban and agricultural development, and human  
4 population growth; barriers to dispersal and genetic exchange; off-highway  
5 vehicles; roads and highways; historical ironwood and mesquite tree harvest  
6 in Mexico; improper livestock grazing (predominantly in Mexico);  
7 undocumented human immigration and interdiction activities; illegal  
8 collection; predation from feral dogs; human depredation and vandalism;  
9 drought; and climate change.” 76 Fed. Reg. 66,370-01.

13           53. In the 2011 candidate notice, the Service said threats to the  
14 Sonoran desert tortoise DPS differ geographically and are highly synergistic  
15 in their effects on the population. The Service said the threats to the Sonoran  
16 desert tortoise DPS were “currently or in the foreseeable future” of “high  
17 magnitude but, overall, [were] non-imminent.”

20           ***The Service reaffirms its warranted finding in 2012 and recognizes***  
21           ***the Sonoran desert tortoise as a separate species.***

22           54. In 2012, the Service issued a candidate notice of review and once  
23 again determined the Sonoran desert tortoise DPS to be warranted for ESA  
24 listing. 77 Fed. Reg. 69,997 (November 21, 2012).

26           55. The Service reiterated the threats to the Sonoran desert tortoise  
27 DPS from the 2010 and 2011 warranted findings and recognized that, “in  
28

1 their totality, these threats are high in magnitude because of the large  
2 amount of habitat that is likely to be affected and the irreversible nature of  
3 the effect of these threats in sensitive habitats that are slow to rebound.” 77  
4 Fed. Reg. at 69,997. The Service stated that the most significant of these  
5 threats are likely to occur in the foreseeable future (and thus remain non-  
6 imminent).  
7  
8

9       56. In the 2012 candidate notice, the Service stated that “[r]ecent  
10 phylogenetic research confirmed . . . that the Sonoran desert tortoise is a  
11 distinct species.” 77 Fed. Reg. at 69,997. The Service relied on Murphy (2011)  
12 for this finding. Murphy (2011) found genetic differentiation between the  
13 Mojave desert tortoise and the Sonoran desert tortoise. The boundaries and  
14 genetic basis for the species delineation proposed by Murphy (2011) and the  
15 DPS designations recognized by the Service under the ESA are analogous  
16 with both divided along the Colorado River. Murphy (2011) also recognized  
17 the existence of a small population of desert tortoises in the Black Mountains  
18 (just north and west of Kingman, Arizona) where the two forms of tortoises  
19 (Mojave and Sonoran) hybridize.  
20  
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24       57. In response to Murphy (2011), the Service elevated the Sonoran  
25 population of desert tortoises (all desert tortoises occurring south and east of  
26 the Colorado River, including the Black Mountain population) to a full  
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28

species (*Gopherus morafkai*). This change from DPS to full species status prompted the Service to move up the species' listing priority number.



***The Service reaffirms its finding that the newly recognized species – the Sonoran desert tortoise – is warranted for listing in 2013***

58. In 2013, the Service issued a candidate notice of review reaffirming its determination that the Sonoran desert tortoise remains warranted for ESA listing. 78 Fed. Reg. 70,123 (November 22, 2013).

59. The Service said the “major threats to the Sonoran desert tortoise include non-native plant species invasions and altered fire regimes, urban and agricultural development, and factors associated with human population

1 growth which collectively and cumulatively affect core tortoise population  
2 areas and create barriers to dispersal and genetic exchange.” 78 Fed. Reg. at  
3 70,123. The Service said the threats “to the Sonoran desert tortoise differ  
4 geographically in type and scope, and are highly synergistic in their effects.”  
5 *Id.* The Service said “in their totality, these threats are high in magnitude  
6 because of the large amount of habitat that is likely to be affected and the  
7 irreversible nature of the effect of these threats in sensitive habitats that are  
8 slow to rebound.” *Id.* The Service said the more “significant” threats to the  
9 Sonoran desert tortoise are not on-going but likely to occur in the foreseeable  
10 future. *Id.*

14 ***The Service prepares a species status assessment for the Sonoran***  
15 ***desert tortoise***

16 60. In 2013, the Service prepared and published a comprehensive  
17 “species assessment” for the newly recognized Sonoran desert tortoise  
18 (*Gopherus morafkai*). The species assessment incorporated all available  
19 scientific literature produced on the species as of March, 2013, including all  
20 available literature on threats facing the species. In the species assessment,  
21 the Service reaffirmed that the Sonoran desert tortoise was warranted for  
22 listing under the ESA.  
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1           61. In the species assessment, the Service included a detailed  
2 discussion of the best available science, ESA's five threat factors, and their  
3 application to the Sonoran desert tortoise.  
4

5           62. In the species assessment, the Service identified an array of threats  
6 to the Sonoran desert tortoises' habitat (Factor A). This includes: (a) the  
7 documented invasion and purposeful cultivation of non-native plant species  
8 in the tortoises' habitat (in Arizona and Mexico) which significantly increases  
9 the threat of wildfire in an ecosystem that adapted without it; (b) projections  
10 for human population growth and urban development and the problems it  
11 poses in terms of loss of habitat and increased fragmentation (limiting  
12 genetic exchange) and increased human interaction with tortoises; and (c)  
13 livestock grazing in occupied Sonoran desert tortoise habitat in Mexico. The  
14 Service concluded that cumulatively, the loss of habitat and increased habitat  
15 fragmentation is "an immediate threat of high magnitude to the Sonoran  
16 desert tortoise, both now and in the foreseeable future."  
17  
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21           63. In the species assessment, the Service also identified other threats  
22 to the Sonoran desert tortoise. These other threats identified in the species  
23 assessment include overutilization from illegal collection and field research  
24 (Factor B), predation from feral dogs and humans (Factor C), the lack of  
25 effective regulatory mechanisms in Arizona and Mexico (Factor D), and  
26  
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28

1 threats from other natural and manmade factors, including environmental  
2 contamination and climate change (Factor E).

3  
4 64. On June 6, 2014, the species assessment for the Sonoran desert  
5 tortoise was signed and approved by the Regional Director for the Service.

6 ***The Service reaffirms its finding that the Sonoran desert tortoise is***  
7 ***warranted for listing in December, 2014***

8  
9 65. On December 5, 2014, and following its species assessment, the  
10 Service issued yet another candidate notice of review reaffirming its  
11 warranted finding and announcing the Service's plans to start work on a  
12 proposed listing rule for the tortoise. 79 Fed. Reg. 72,466 (December 5, 2014).  
13

14 66. In the December, 2014 candidate notice, the Service said that in the  
15 course of "preparing the proposed listing rule" for the Sonoran desert tortoise,  
16 it was "continuing to monitor new information about the species' status so  
17 that [it could] make prompt use of [its] authority under section 4(b)(7) in the  
18 case of an emergency posing a significant risk to the species." 79 Fed. Reg. at  
19 72,466.  
20

21  
22 ***The Service's May, 2015 candidate conservation agreement with***  
23 ***Arizona***

24 67. On May 27, 2015, the Service published a candidate conservation  
25 agreement with various cooperating state and federal agencies for the  
26 Sonoran desert tortoise.  
27  
28

1           68. The May, 2015 conservation agreement discusses the threats  
2 (Factors A-E) discussed in the Service’s earlier findings.

3           69. The May, 2015 conservation agreement recognizes the Sonoran  
4 desert tortoises’s current status as a species “warranted” for listing under the  
5 ESA.  
6

7           70. The “overarching goal” of the May, 2015 conservation agreement is  
8 to “achieve conservation that is necessary to preclude” the ESA listing of the  
9 Sonoran desert tortoise in Arizona, “through reduction or amelioration of  
10 threats in Arizona.”  
11

12           71. The May, 2015 conservation agreement says the parties involved  
13 will implement action to reduce or eliminate threats to the Sonoran desert  
14 tortoise in Arizona.  
15

16           72. The May, 2015 conservation agreement includes no binding  
17 commitments from the parties involved to take affirmative steps to conserve  
18 the Sonoran desert tortoise. The conservation agreement includes no  
19 regulatory requirements to conserve the Sonoran desert tortoise.  
20

21  
22 ***The Service prepares a second species status assessment for the***  
23 ***Sonoran desert tortoise***  
24

25           73. In September, 2015, the Service published a second species  
26 assessment for the Sonoran desert tortoise. The Service said it prepared a  
27 second species assessment to “inform the listing decision.”  
28

1           74. The 2015 species assessment does not evaluate and apply section  
2 4(a)(1) of the ESA's five threat factors (Factors A-E), 16 U.S.C. § 1533(a)(1).

3           75. The 2015 species assessment includes a new population viability  
4 analysis and habitat model to estimate total population numbers, densities,  
5 and trends.  
6

7           76. The 2015 species assessment excludes the Black Mountains region  
8 of Arizona (north and west of Kingman, Arizona) and the area south of the  
9 Rio Sonora in Mexico from the Sonoran desert tortoises' range.  
10

11           77. The 2015 species assessment assumes a single population of  
12 Sonoran desert tortoises exists in Arizona. The 2015 species assessment  
13 assumes a single population of Sonoran desert tortoises exists in Mexico.  
14

15           78. The 2015 species assessment uses a "predicted potential habitat"  
16 model to measure Sonoran desert tortoise representation (the breadth of the  
17 genetic makeup of the species) and redundancy (the number of populations).  
18 The 2015 species assessment does not discuss, reference, or utilize any data  
19 or evidence on actual Sonoran desert tortoise numbers or density in specific  
20 areas or any studies on numbers and density. The Service's estimate of  
21 representation and redundancy of Sonoran desert tortoises in Arizona and  
22 Mexico are based solely on habitat and the habitat model.  
23

24           79. The 2015 species assessment's viability findings were premised on a  
25 habitat model. The Service used three criteria for the habitat model:  
26  
27  
28

1 elevation, vegetation type, and slope. The Service described this habitat  
2 model as “a very coarse habitat model” that does not include many other  
3 physical factors that are important for defining habitat for Sonoran desert  
4 tortoises (e.g., shelter sites).

6 80. The 2015 species assessment’s habitat model estimated that  
7 roughly 38,000 square miles of potential habitat for the Sonoran desert  
8 tortoise exists in Arizona and Mexico. According to the model, 64 percent of  
9 this potential habitat exists in Arizona and 36 percent in Mexico.

11 81. In the 2015 species assessment, the Service classified all potential  
12 Sonoran desert tortoise habitat as either of “high” potential habitat value,  
13 “medium” potential habitat value, or “low” potential habitat value across the  
14 species’ range. The Service used three parameters to classify potential  
15 habitat value: elevation, slope, and vegetation type.

17 82. The 2015 species assessment assumed that “high” potential habitat  
18 (as defined by the model and its three parameters) includes roughly 43.3  
19 adult Sonoran desert tortoises per square mile. The 2015 species assessment  
20 assumed that “medium” potential habitat includes roughly 24.3 adult  
21 Sonoran desert tortoises per square mile. The 2015 species assessment  
22 assumed that “low” potential habitat for the Sonoran desert tortoise includes  
23 roughly 5.2 adult Sonoran desert tortoises per square mile. The Service used  
24 the same density estimates for Arizona and Mexico. Occurrence records for  
25  
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1 Sonoran desert tortoises reveals that vast majority of tortoises only occur in  
2 potential habitat deemed of “high” quality.

3  
4 83. Based on the assumptions in the habitat model, the 2015 species  
5 assessment estimated the adult population of Sonoran desert tortoises in  
6 Arizona and Mexico to be in the range of 470,000 to 970,000. The Service  
7 rounded its abundance estimates of tortoises to the nearest 10,000.  
8

9 84. The 2015 species assessment includes no information or data on  
10 Sonoran desert tortoise recruitment or juvenile survival.  
11

12 85. The 2015 species assessment reviewed “a number of potential  
13 factors” that could affect the Sonoran desert tortoise population. The 2015  
14 species assessment determined that none of these factors would have a  
15 population-level impact on the species, given its “relatively large current  
16 estimated population size.”  
17

18 86. The 2015 species assessment estimated the probability of quasi-  
19 extinction for the Arizona and Mexico populations of Sonoran desert tortoises  
20 over a 200 year period. The risk of quasi-extinction for the Sonoran desert  
21 tortoise ranges from 11 to 32 percent over a 200 year period.  
22

23  
24 ***The Service’s 2015 not warranted finding***

25 87. On October 6, 2015, the Service reversed its previous findings and  
26 issued a “not warranted” determination on Plaintiffs’ petition to list the  
27 Sonoran desert tortoise.  
28

1           88. The Service's October, 2015 not warranted finding is based on the  
2 2015 species assessment.

3           89. The Service's October, 2015 not warranted finding is based on the  
4 habitat model and population simulation model included in the 2015 species  
5 assessment.  
6

7           90. The Service's October, 2015 not warranted finding includes a  
8 discussion of six stressors: (1) altered plant communities; (2) altered fire  
9 regimes; (3) habitat conversion of native vegetation to developed landscapes;  
10 (4) habitat fragmentation; (5) human-tortoise interactions; and (6) climate  
11 change and drought. The Service determined that none of these stressors is  
12 likely to have "population-level" effects on the species. The Service said some  
13 of the stressors might have "population-level effects" but because of the  
14 Sonoran desert tortoises' long lifespan, relatively high abundance, and wide  
15 range . . . these effects would likely take many decades or longer to have  
16 measurable impacts on the species if they occur." The Service concluded that  
17 many of the stressors facing the Sonoran desert tortoise are ameliorated by  
18 the 2015 conservation agreement and ongoing conservation efforts  
19 undertaken by state and federal agencies.  
20

21           91. The Service concluded that the Sonoran desert tortoise does not  
22 qualify as either a threatened or endangered species under the ESA. The  
23 Service inexplicably used a timeframe of 50 to 75 years as the "foreseeable  
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1 future” for its finding. A timeframe of 50-75 years is 2-3 generations of  
2 Sonoran desert tortoises. The Service concluded that “the Sonoran desert  
3 tortoise is not likely to be in danger of extinction in the foreseeable future  
4 (50-75 years) and, therefore does not meet the definition of a threatened  
5 species throughout its range.” 80 Fed. Reg. at 60,333.  
6

7  
8 **FIRST CAUSE OF ACTION**  
9 **(Violation of the ESA – five threat factors)**

10 92. Plaintiffs hereby incorporate all preceding paragraphs.

11 93. Pursuant to section 4(a)(1) of the ESA, the Service is required to  
12 determine whether a species is threatened or endangered because of any of  
13 the following factors: (A) the present or threatened destruction, modification,  
14 or curtailment of the species’ range; (B) overutilization for commercial,  
15 recreational, scientific, or educational purposes; (C) disease or predation; (D)  
16 the inadequacy of existing regulatory mechanisms; and (E) other man-made  
17 factors affecting the species’ continued existence. 16 U.S.C. § 1533(a)(1); 50  
18 C.F.R. § 424.11(c). These factors are listed in the disjunctive so any one or  
19 combination of them can be sufficient for a finding that a species qualifies as  
20 threatened or endangered.  
21

22 94. In making its “not warranted” finding and deciding not to list the  
23 Sonoran desert tortoise, the Service failed to carefully consider and  
24 adequately apply Section 4(a)(1)’s listing factors in accordance with the ESA  
25 and the implementing regulations.  
26  
27  
28



1           95. The Service failed to consider and analyze how climate change is  
2 already impacting and will continue to directly, indirectly, and cumulatively  
3 impact the Sonoran desert tortoise and its habitat now and into the  
4 foreseeable future.

5           96. The Service erroneously discounted and did not adequately analyze  
6 the impacts that the ongoing invasion of non-native plants species (including  
7 buffelgrass, a weed that drastically increases fire risk), increased  
8 urbanization and population growth in habitat, energy development,  
9 fragmentation of sub-populations that limit genetic exchange, increased OHV  
10 use (and other human activities, including target shooting, collection, and  
11 vehicle mortalities), mesquite and ironwood tree harvest in Mexico, the  
12 building of a border wall between the United States and Mexico, livestock  
13 grazing, illegal collection, human depredation, lack of adequate protections in  
14 land management plans, drought and increased fires and/or other threats  
15 (individually and in the aggregate) may individually and collectively have on  
16 the Sonoran desert tortoise now and into the foreseeable future.

17           97. The Service erroneously discounted and did not adequately consider  
18 how the lack of existing regulatory mechanisms for the Sonoran desert  
19 tortoise, specifically the lack of guidance in state wildlife and resource  
20 management plans, National Forest Plans, National Park Service  
21 management plans, BLM resource management plans, and the lack of rules,  
22 plans, and binding conservation measures in Mexico may impact the Sonoran  
23 desert tortoise and its habitat now and into the foreseeable future.  
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1           98. The Service failed to analyze and consider threats to the Sonoran  
2 desert tortoise that were previously identified and discussed by the Service in  
3 its earlier 2014 warranted finding. These include (but are not limited to): (1)  
4 disease and predation; (2) fragmentation of habitat and increased isolation  
5 and less connectivity between subpopulations; (3) inadequate regulatory  
6 mechanisms in both the United States and Mexico; (4) over-utilization; (5)  
7 livestock grazing; (6) cumulative threats; (7) OHV use; (8) renewable energy  
8 development; and (9) activities occurring in Mexico, including desert plant  
9 and tree harvest.  
10

11           99. The Service's failure to analyze the five threat factors when  
12 deciding not to list the Sonoran desert tortoise violates the ESA and is  
13 "arbitrary, capricious, an abuse of discretion, or otherwise not in accordance  
14 with law" and/or constitutes "agency action unlawfully withheld or  
15 unreasonably delayed." 5 U.S.C. §§ 706 (2)(A), 706 (1).  
16

17                           **SECOND CAUSE OF ACTION**  
18                           **(Violation of ESA – best available science)**

19           100. Plaintiffs hereby incorporate all preceding paragraphs.  
20

21           101. Pursuant to section 4(b)(1)(A) of the ESA, 16 U. S.C. § 1533  
22 (b)(1)(A), the Service must make all listing determinations solely on the basis  
23 of the best available science. Under the ESA, the Service cannot infer from a  
24 lack of data or uncertainty that the population of Sonoran desert tortoises  
25 remains viable and not threatened or endangered.

26           102. The Service's not warranted finding for the Sonoran desert tortoise  
27 ignores and/or misinterprets and misconstrues the best available science on  
28

1 the existing Sonoran desert tortoise population in the wild (both in numbers  
2 and trends) and needs of and threats facing the Sonoran desert tortoise in  
3 Arizona and Mexico.

4 103. The Service's not warranted finding was premised on a 2015  
5 species assessment that includes a population viability analysis and  
6 habitat proxy model to estimate population numbers and trend (and measure  
7 the "redundancy and representation" of the species).  
8

9 104. The Service's 2015 species assessment uses a viability analysis  
10 and habitat proxy model that does not mirror reality, excludes critical data,  
11 excludes information on the demography of the Sonoran desert tortoise,  
12 includes faulty assumptions, is based on pure speculation, and conflicts with  
13 the best available science.  
14

15 105. The Service's not warranted finding for the Sonoran desert tortoise  
16 arbitrarily dismissed the best available science on climate change impacts.  
17 Climate change models predict that drought severity is likely to increase  
18 throughout the Sonoran desert tortoises' range and this will likely have  
19 negative effects on tortoise survival.  
20

21 106. The Service's failure to utilize the best available science when  
22 deciding not to list the Sonoran desert tortoise violates the ESA and is  
23 "arbitrary, capricious, an abuse of discretion, or otherwise not in accordance  
24 with law" and/or constitutes "agency action unlawfully withheld or  
25 unreasonably delayed." 5 U.S.C. §§ 706 (2)(A), 706 (1).  
26  
27  
28

**THIRD CAUSE OF ACTION**  
**(Violation of ESA – foreseeable future)**

107. Plaintiffs hereby incorporate all preceding paragraphs.

108. Pursuant to the ESA, a species is “threatened” if it is “likely to become an endangered species within the foreseeable future throughout all or a significant portion of its range.” 16 U.S.C. § 1532(20).

109. The term foreseeable future is not defined in the ESA. Prior to the adoption of new rules in August, 2019, the Service relied on a Solicitor’s Memorandum Opinion (M-Opinion) to interpret “foreseeable future.”

110. The M-Opinion states that the Service’s “analysis of what constitutes the foreseeable future for a particular listing determination must be rooted in the best available data that allow predictions into the future, and the foreseeable future extends only so far as those predictions are reliable. ‘Reliable’ does not mean ‘certain’; it means sufficient to provide a reasonable degree of confidence in the prediction, in light of the conservation purposes of the Act.” M-Opinion 37021 at 13. The Service may not dismiss a risk of extinction that may be reasonably forecasted into the foreseeable future by the best available science.

111. In determining the Sonoran desert tortoise is not warranted for listing under the ESA, the Service failed to properly apply the ESA’s standards for “threatened” species, including failing to properly define and analyze whether the Sonoran desert tortoise is likely to become endangered in the “foreseeable future.” The 2015 species assessment used a 200-year timeframe but the Service arbitrarily limited its foreseeable future

1 assessment and finding for Sonoran desert tortoises to only three generations  
2 of tortoises (75 years).

3 112. The Service's failure to properly apply the ESA's standards for  
4 "threatened" species, including "foreseeable future" when deciding not to list  
5 the Sonoran desert tortoise violates the ESA and is "arbitrary, capricious, an  
6 abuse of discretion, or otherwise not in accordance with law" and/or  
7 constitutes "agency action unlawfully withheld or unreasonably delayed." 5  
8 U.S.C. §§ 706 (2)(A), 706 (1).  
9

10 **FOURTH CAUSE OF ACTION**  
11 **(Violation of ESA – significant portion of its range)**

12 113. Plaintiffs hereby incorporate all preceding paragraphs.

13 114. Under the ESA, a species may warrant listing if it is in danger of  
14 extinction or likely to become so throughout all or "a significant portion of its  
15 range."  
16

17 115. The evaluation of whether *a portion* of the species range is  
18 "significant" under the ESA involves a number of variables and factors,  
19 including (but not limited to) the size of the area, the percentage of the  
20 species' range, its biological and/or ecological importance to the species,  
21 unique factors and habitat conditions, its importance for maintaining  
22 connectivity amongst subpopulations and facilitating genetic exchange, and  
23 whether its loss would result in the loss of a unique or critical function of the  
24 species. The focus of the "significant" analysis must be on the portion itself.  
25  
26  
27  
28

1           116. In 2014, the Service published a final rule interpreting the phrase  
2 “significant portion of its range.” 79 Fed. Reg. 37,578 (July 1, 2014).

3           117. The Service’s 2014 policy demands a high threshold for identifying  
4 whether a portion of a species’ range is “significant.” Under the policy, a  
5 portion of a species’ range will only be deemed “significant” if its  
6 “contribution to the viability of the species is so important that, without the  
7 members in that portion, the species would be in danger of extinction, or  
8 likely to become so in the foreseeable future, throughout all of its range.” 79  
9 Fed. Reg. at 37,609. Under the policy, a portion of a species’ range will only  
10 be deemed “significant” if the loss of members in that portion threaten the  
11 entire listed entity.  
12

13           118. In determining that the Sonoran desert tortoise is not warranted  
14 for listing, the Service applied the 2014 policy’s definition of “significant  
15 portion” and determined the Sonoran desert tortoise is not in danger of  
16 extinction in a “significant portion of its range.” The Service insisted, in  
17 accordance with its 2014 policy (which has since been vacated by at least two  
18 district courts), that a portion of the Sonoran desert tortoises’ range would  
19 only be “significant” if the loss of members in the portion threaten the entire  
20 species.  
21

22           119. In determining that the Sonoran desert tortoise is not in danger of  
23 extinction in a “significant portion of its range” the Service only considered  
24  
25  
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28

1 whether there are “geographic concentrations” of potential threats from  
2 urban development in a portion of the species’ range and never considered  
3 and evaluated other “significance” variables or factors or threats (like climate  
4 change) which may not have geographic concentrations.  
5

6 120. The Service’s determination that the Sonoran desert tortoise is not  
7 in danger of extinction in a “significant portion of its range” was made in the  
8 absence of any occurrence and/or population data (actual or trend) necessary  
9 to make a “significance” finding.  
10

11 121. The Service’s determination that the Sonoran desert tortoise is not  
12 in danger of extinction in a “significant portion of its range” was made in the  
13 absence of any consideration of whether other, non-urban portions of the  
14 tortoises range may be significant.  
15  
16

17 122. In determining that the Sonoran desert tortoise is not warranted  
18 for listing, the Service never evaluated whether portions of the tortoises’  
19 Arizona and/or Mexico range is a “significant portion.” The Service never  
20 evaluated whether certain mountain ranges and subpopulations within the  
21 Sonoran desert tortoises’ range qualify as “significant.” This includes but is  
22 not limited to areas facing more severe threats from non-native grass  
23 (including the invasion of buffelgrass) and climate change.  
24  
25  
26

27 123. The Service’s reliance on its 2014 policy and determination that  
28 the Sonoran desert tortoise is not in danger of extinction in a “significant

1 portion of its range” violates the ESA and is “arbitrary, capricious, an abuse  
2 of discretion, or otherwise not in accordance with law” and/or constitutes  
3 “agency action unlawfully withheld or unreasonably delayed.” 5 U.S.C. §§ 706  
4 (2)(A), 706 (1).

5  
6 **FIFTH CAUSE OF ACTION**  
7 **(Violation of ESA – non-binding efforts)**

8 124. Plaintiffs hereby incorporate all preceding paragraphs.

9 125. Pursuant to section 4(b)(1)(A) of the ESA, 16 U. S.C. § 1533  
10 (b)(1)(A), and the Service’s implementing regulations, the Service must make  
11 listing determinations after “conducting a review of the status of the species  
12 and after taking into account those efforts, if any, being made by any State”  
13 to protect such species. The Service can rely on conservation efforts, including  
14 state-initiated efforts, so long as they are binding and current, not voluntary  
15 or future, and have a proven track record of success. Any conservation effort  
16 relied upon by the Service must also have been submitted for public notice  
17 and comment.  
18  
19  
20

21 126. In determining the Sonoran desert tortoise is not warranted for  
22 listing under the ESA, the Service relied on non-binding efforts in the May,  
23 2015 candidate conservation agreement. In determining the Sonoran desert  
24 tortoise is not warranted for listing under the ESA, the Service relied on a  
25 purported “protected areas” in Mexico (where there is a lack of necessary  
26  
27  
28



1 data, public lands, enforcement capacity, or any binding accountability to the  
2 species' conservation).

3  
4 127. The Service's reliance on non-binding efforts in Arizona and  
5 Mexico when deciding not to list the Sonoran desert tortoise violates the ESA  
6 and is "arbitrary, capricious, an abuse of discretion, or otherwise not in  
7 accordance with law" and/or constitutes "agency action unlawfully withheld  
8 or unreasonably delayed." 5 U.S.C. §§ 706 (2)(A), 706 (1).

9  
10 **SIXTH CAUSE OF ACTION**  
**(Violation of ESA – Black Mountain population)**

11 128. Plaintiffs hereby incorporate all preceding paragraphs.

12  
13 129. Plaintiffs' listing petition for the Sonoran desert tortoise included  
14 tortoises in the Black Mountains area of western Mohave County, Arizona.

15 130. The Service's 2010 warranted finding and subsequent warranted  
16 findings in the candidate notices of review – as well as the Service's 2014  
17 status assessment – included tortoises in the Black Mountains in its analysis  
18 and findings.

19 131. The best available science reveals the isolated population of desert  
20 tortoises in the Black Mountains is at risk of extinction, due to its relatively  
21 small size, isolation, and increasing development in the region.

22 132. The Service's 2015 not warranted finding does not mention or  
23 discuss the Black Mountains population of desert tortoises.

24  
25 133. The Service's 2015 species assessment explains why tortoises in  
26 the Black Mountains were excluded from its not warranted finding (the  
27 Service said the tortoises in this area "have been determined to be Mojave  
28

1 desert tortoises”) but no details, guidance, or information is provided on the  
2 current legal status of this population in light of this new finding.

3 134. The Service’s 2015 not warranted finding did not propose to amend  
4 the Mojave desert tortoises’ listing status to include the Black Mountain  
5 population. The Service chose not to protect (nor even analyze or consider)  
6 the Black Mountain population when declining the list the Sonoran desert  
7 tortoise population. The Service never considered or addressed the impacts  
8 (both biological and legal) of its decision to the Black Mountain population of  
9 desert tortoises.  
10

11 135. The Service’s decision to exclude and not consider or address the  
12 biological or legal status of the Black Mountain population of desert tortoises  
13 violates the ESA and is “arbitrary, capricious, an abuse of discretion, or  
14 otherwise not in accordance with law” and/or constitutes “agency action  
15 unlawfully withheld or unreasonably delayed.” 5 U.S.C. §§ 706 (2)(A), 706 (1).  
16

### 17 **REQUEST FOR RELIEF**

18 Plaintiffs respectfully request this Court:

19 A. Declare the Service has violated and continues to violate the law as  
20 alleged above;  
21

22 B. Set aside and vacate the Service’s October, 2015 decision that the  
23 Sonoran desert tortoise is not warranted for ESA listing;

24 C. Remand this matter back to the Service with instruction to comply  
25 with the ESA and APA, as alleged herein;

26 D. Issue other relief that Plaintiffs may subsequently request;  
27  
28

1 E. Award Plaintiffs their reasonable attorneys' fees, costs and expenses  
2 of litigation;

3 F. Issue any other relief this Court deems necessary, just, or proper.

4 Respectfully submitted this 5th day of September, 2019.

5  
6 /s/ Matthew K. Bishop

7 Matthew K. Bishop

8 *Counsel for Plaintiffs*  
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# H.R.3270

## Historic Routes Preservation Act (Introduced in House - IH)

HR 3270 IH

115th CONGRESS

1st Session

**H. R. 3270**

To establish a procedure for resolving claims to certain rights-of-way, and for other purposes.

### IN THE HOUSE OF REPRESENTATIVES

**July 17, 2017**

Mr. COOK (for himself and Mr. O'HALLERAN) introduced the following bill; which was referred to the Committee on Natural Resources

---

### A BILL

To establish a procedure for resolving claims to certain rights-of-way, and for other purposes.

*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,*

## SECTION 1. SHORT TITLE; TABLE OF CONTENTS.

(a) Short Title- This Act may be cited as the “Historic Routes Preservation Act”.

(b) Table of Contents- The table of contents for this Act is as follows:

Sec. 1. Short title; table of contents.

Sec. 2. Purpose.

Sec. 3. Definitions.

Sec. 4. Filing of claim.

Sec. 5. Evidence and final decision.

Sec. 6. Judicial review.

Sec. 7. Applicable law and time extensions.

Sec. 8. Implementation required.

Sec. 9. Effect; applicability.

Sec. 10. Repeal of restrictions on regulations.

## SEC. 2. PURPOSE.

The purpose of this Act is to preserve historical access to the public lands by achieving judicial and administrative efficiency for, and to reduce the costs typically associated with, resolving right-of-way claims under R.S. 2477 by--

- (1) reducing the burden on Federal courts by establishing administrative procedures and evidentiary standards for the processing of R.S. 2477 right-of-way claims; and
- (2) establishing--
  - (A) a deadline for filing R.S. 2477 right-of-way claims;
  - (B) mandatory procedures for considering and acting on the R.S. 2477 right-of-way claims; and
  - (C) uniform legal and evidentiary standards of proof of public acceptance of R.S. 2477 right-of-way grants.

## SEC. 3. DEFINITIONS.

In this Act:

- (1) ABANDON OR ABANDONMENT- The terms “abandon” and “abandonment” mean formal action by the governing body of a claimant taken at a public meeting pursuant to notice that declares all right, title, and claim to a R.S. 2477 right-of-way is relinquished.
- (2) ACCEPTANCE OR ACCEPTED- The terms “acceptance” and “accepted” mean--
  - (A) a positive or affirmative action by a State or county governmental authority on or before October 21, 1976, including--
    - (i) a formal resolution or declaration of ownership of, or responsibility for maintaining, a highway; or
    - (ii) the inclusion of a highway in an official map;
  - (B) the construction, improvement, repair or maintenance of a highway by a State or county governmental authority, or private party on or before October 21, 1976; or
  - (C) the continuous use of a highway by the public for a period of not fewer than 5 consecutive years ending on a date that is on or before October 21, 1976.
- (3) CLAIM- The term “claim” means the assertion of acceptance of a R.S. 2477 right-of-way filed under section 4(a)(1).
- (4) CLAIMANT- The term “claimant” means any State, county, political subdivision or agency of a State, company, or other person asserting the public acceptance of a right-of-way under R.S. 2477.
- (5) CONSTRUCTION- The term “construction” means the physical activity reasonably necessary, advisable, or desirable to allow continuous public use over a highway according to the intended mode of travel or transportation, which may be established by the use of any tools or equipment, or other means, including mere usage.

(6) CONTINUOUS PUBLIC USE- The term “continuous public use” means the uninterrupted use of a highway by the public for passage as often as generally regarded by the public to be convenient or necessary depending on the character of the road and the nature of the use and does not require a determination of frequency of use. Continuous public use includes use that may be interrupted by events of nature or seasonal use.

(7) DISCLAIMER AND RELINQUISHMENT- The term “disclaimer and relinquishment” means any type of deed or equivalent document in a form suitable for recordation that is approved and issued by the Secretary disclaiming and relinquishing any ownership interest of the Federal Government in a R.S. 2477 right-of-way, including a deed or equivalent document issued under section 315 of the Federal Land Policy and Management Act of 1976 (43 U.S.C. 1745).

(8) EVIDENCE- The term “evidence” means any testimony, object, or document described in section 5 that would be reliable, authentic, probative, and persuasive in Federal district court under the Federal Rules of Evidence that are in effect on the date of the enactment of this Act.

(9) HIGHWAY- The term “highway” means any road, way, or other land surface route of travel that the public has the right of use for passage, whether by carriage, animal, foot, or non-motorized or motorized vehicle.

(10) IMPROVEMENT- The term “improvement” means--

(A) the widening of a highway;

(B) the horizontal or vertical realignment of a highway;

(C) the installation (as distinguished from cleaning, repair, or replacement in kind) of a bridge, culvert, or other drainage structure or conduit; or

(D) any significant change in the surface composition of a highway.

(11) MAINTENANCE- The term “maintenance” means the preservation of an existing highway, including but not limited to-

(A) the physical upkeep of the highway;

(B) the repair or replacement of wear or damage to the highway, including to bridges, culverts, or other drainage structures or conduits, from natural or other causes;

(C) the restoration of the shape or path of the highway; and

(D) the gradation of the highway or other measures to ensure that the shape of the highway permits drainage.

(12) PUBLIC LAND- The term “public land” means land--

(A) that is owned, controlled by, or subject to the jurisdiction of the Federal Government for the benefit of the public; and

(B) that was not reserved on the date on which a R.S. 2477 right-of-way grant was accepted.

(13) PUBLIC OR PUBLIC USER-

(A) IN GENERAL- The terms “public” or “public user” mean all natural persons, including Federal lessees, permittees, licensees, invitees, and any other natural person that holds an authorization or is otherwise allowed to enter or use public land.

(B) EXCEPTIONS- The terms “public” or “public user” do not include any Federal agent or employee acting within the scope of the employment of the Federal agency or employee.

(14) R.S. 2477- The term “R.S. 2477” means section 2477 of the Revised Statutes (43 U.S.C. 932) repealed by section 706 of the Federal Land Policy and Management Act of 1976 (Public Law 94-579; 90 Stat. 2793).

(15) R.S. 2477 RIGHT-OF-WAY- The term “R.S. 2477 right-of-way” means an open-ended grant or dedication of land by the United States for rights-of-way allowing public use and passage, which could be accepted.

(16) RESERVED-

(A) IN GENERAL- The term “reserved” means action by the Secretary, before the earlier of a R.S. 2477 right-of-way acceptance or October 21, 1976--

(i) to withdraw land from the public domain; and

(ii) to make the land unavailable for appropriation under public land laws; and

(iii) to dedicate the land by the United States to a specific public purpose, such as a park, military establishment, wilderness area, tribal land, or Federal enclave, that does not rely on a R.S. 2477 right-of-way for the public purpose.

(B) EXCLUSION- The term “reserved” does not apply to an action of the Secretary with respect to the designation of a wilderness study area, an area of critical environmental concern, or land with wilderness characteristics.

(17) SCOPE- The term “scope” means the established width of a R.S. 2477 right-of-way as of October 21, 1976, including the area reasonable and necessary to meet the public convenience or safety, including maintenance and repair, or the exigencies of increased travel based on the traditional use of a highway (including permissible improvements, realignments, or relocation), and is not limited to the disturbed surface of the highway.

(18) SECRETARY- The term “Secretary” means the Secretary with management jurisdiction over land owned or controlled by the United States on which a R.S. 2477 right-of-way is claimed to be located.

#### **SEC. 4. FILING OF CLAIM.**

(a) Filing-

(1) NEW ADMINISTRATIVE CLAIMS- During the 25-year period beginning on the date of the enactment of this Act, a claimant asserting the public acceptance of a right-of-way granted under R.S. 2477 may file a claim under this section.

(2) ADMINISTRATIVE CLAIM AFTER FILING CLAIM UNDER TITLE 28-

(A) IN GENERAL- A claimant may, at its option, file a claim under paragraph (1) if, before the date of the enactment of this Act, the claimant-

-



(i) filed a notice of an intent to file suit with respect to a claim asserting the public acceptance of a right-of-way granted under R.S. 2477 under section 2409a(m) of title 28, United States Code;

or

(ii) filed suit with respect to a claim asserting the public acceptance of a right-of-way granted under R.S. 2477 under section 2409a(m) of title 28, United States Code.

(B) PENDINGCOURT ACTION- If a claimant files a claim under paragraph (1) with respect to a previously filed claim asserting the public acceptance of a right-of-way granted under R.S. 2477 under section 2409a(m) of title 28, United States Code, any suit filed by or on behalf of the claimant with respect to public acceptance of the right-of-way shall be held in abeyance pending final determination under this Act and shall be dismissed without prejudice when acceptance of the right-of-way is determined under this act..

(b) Form; Contents-

(1) FORM- Not later than 30 days after the date of the enactment of this Act, the Secretary shall establish a form to be used by claimants for filing claims under this section.

(2) CONTENTS- A claim filed under subsection (a)(1) shall include--

(A) evidence supporting the claim; and

(B) proof of notice or attempted notice by the claimant under subsection

(d).

(c) Place of Filing- A claimant shall file a claim in the appropriate State or regional location designated by the Secretary for the filing of claims under this section.

(d) Notice-

(1) IN GENERAL- Except as provided in paragraph (3), a claimant shall provide notice of the right-of-way claim by--

(A) at least once per week during the 2-week period immediately preceding the filing of the claim, publishing in a newspaper authorized to publish public notice under the laws of the State in which the longest lineal part of the claimed R.S. 2477 right-of-way is located, a general summary of the claim, including the location and general description of the claimed R.S. 2477 right-of-way; and

(B) not later than 30 days after the date on which the claim is filed, providing, or reasonably attempting to provide, written notice of the claim to all owners of land contiguous to the boundary of the claimed right-of-way.

(2) ATTEMPTED NOTICE- The reasonable attempt of a claimant to provide written notice under paragraph (1)(B) shall be considered to be sufficient notice under this subsection if the claimant files with Secretary verification of the reasonable attempt under written oath or affirmation.

(3) EXCEPTION- Notwithstanding paragraph (1), a claimant shall be considered to have given sufficient notice under this subsection if the claimant has filed a notice of an intent to file suit with respect to the claimed R.S. 2477 right-of-way

under section 2409a(m) of title 28, United States Code, on or before the date of the enactment of this Act.

(e) Effect of Failure To Meet Filing Deadline or Requirements- If a claimant fails to comply with the requirements of--

(1) subsection (a), the failure shall be considered to be an automatic irrevocable abandonment of any R.S. 2477 right-of-way claim; or

(2) subsection (b), (c), or (d), the claim filed by the claimant shall not be processed until the date on which the failure to comply with those subsections is cured.

(f) Statute of Limitations- Except as provided in subsection (a)(1), any statute of limitations for asserting the public acceptance of the R.S. 2477 right-of-way under this section is waived.

## **SEC. 5. EVIDENCE AND FINAL DECISION.**

(a) Burden of Proof- A claimant shall have the burden to prove, by a preponderance of the evidence, the acceptance of a right-of-way under R.S. 2477.

(b) Presumptions-

(1) IN GENERAL- Except in a case in which the land underlying the claimed R.S. 2477 right-of-way was reserved before October 21, 1976, acceptance and scope of the R.S. 2477 right-of-way shall be conclusively verified, proven, and established on filing, under oath or affirmation by a claimant attesting to the authenticity and accuracy, of--

(A) at least 2 items of evidence from among the categories of evidence described in subsection (c)(1) relating to the R.S. 2477 right-of-way; or

(B) at least 3 items of evidence from among the categories of evidence described in subparagraphs (A) or (B) of subsection (c)(2), in the case of demonstrating scope and acceptance before October 21, 1976.

(2) COPIES- A copy of an original document may be used as evidence in the place of the original document under this section if the copy is accompanied by a written declaration, under oath by a custodian, owner, or author, that the copy is an accurate representation of the material terms of the original document.

(3) HEARSAY- Hearsay contained in a document or otherwise provided shall be considered reliable, admissible, and probative for the purposes of this Act.

(4) GRANT WITHDRAWAL- Evidence produced by the United States that establishes that the United States reserved the land underlying the R.S. 2477 right-of-way before acceptance conclusively establishes withdrawal of the Federal grant for the R.S. 2477 right-of-way.

(c) Description of Categories of Evidence- For the purposes of actions under this Act, the following categories of evidence shall be considered:

(1) CATEGORY 1- Category 1 evidence consists of each of the following types of evidence:

(A) A center line or other survey conducted by the Federal Government or duly licensed land surveyor, applying generally accepted survey standards and procedures or the Bureau of Land Management Manual of Surveying Instructions applicable to surveys before October 21, 1976, clearly

showing the, location, direction, beginning and end points and length, of the R.S. 2477 right-of-way as of date certain.

(B) Maps, plats, maintenance records (including actual or estimated costs of maintenance), photographs, GIS or global positioning data, or other computer-generated images showing the location of the R.S. 2477 right-of-way prepared, made, edited, kept, or relied on, generally or on a case-by-case basis, by the Federal Government, a State or local government, an institution of higher education, college, or a public or private organization historically, customarily or regularly engaged in the preparation, retention, analysis, or expert interpretation of contemporary or historic maps.

(C) Historical or other records of government entities or records constructed, obtained, or kept by a government in the ordinary course of business, including Federal, State, local, and territorial records, such as records of the Departments of the Interior, Agriculture, or Defense, the Bureau of Land Management, the Forest Service, the Natural Resources Conservation Service, the Soil Conservation Service, General Land Office, Federal centers or enclaves, the Smithsonian Institution, and the Library of Congress that show that the right-of-way was accepted prior to October 21, 1976.

(D) Written or transcribed oral statements given under oath before a notary public, court reporter, judge or any other government official authorized by law to administer oaths or otherwise authenticated stating that the right-of-way was regularly maintained by a State or local government or private individual prior to October 21, 1976.

(2) CATEGORY 2- Category 2 evidence consists of each of the following types of evidence:

(A) In addition to the records described in paragraph (1)(C), other historical records including original documents, authenticated copies, facsimiles, and computer-transmitted images (including aerial photographs, topographical maps, and government road maps), reliably showing evidence of public usage of a R.S. 2477 right-of-way before October 21, 1976.

(B) Written or transcribed oral statements given under oath before a notary public, court recorder, judge or any other government official authorized by law to administer oaths or otherwise authenticated reciting reliable knowledge of the facts that establish the acceptance by public usage of the R.S. 2477 right-of-way before October 21, 1976.

(d) Scope- The scope of a R.S. 2477 right-of-way shall be the scope of the R.S. 2477 right-of-way as of the date of the enactment of this Act.

(e) Determination of Abandonment-

(1) IN GENERAL- Not later than 90 days after the date on which a R.S. 2477 right-of-way is conclusively established as accepted under subsection (b)(1), the Secretary shall determine, in writing, whether the R.S. 2477 right-of-way has been previously abandoned by the claimant.

(2) FAILURE TO MAKE DETERMINATION- The failure of the Secretary to make a written determination within the 90-day period described in paragraph (1) shall conclusively establish that the right-of-way has not been abandoned.

(3) FINAL AGENCY ACTION- The determination by the Secretary under paragraph (1), or the failure to make the determination by the date described in that paragraph, shall be a final agency action, subject to appeal by the claimant only in accordance with section 6.

(f) Disclaimer and Relinquishment Required-

(1) IN GENERAL- Subject to subsection (e), not later than 120 days after the date on which evidence establishing acceptance of a R.S. 2477 right-of-way has been filed under this section, the Secretary shall deliver to the claimant a written document disclaiming and relinquishing the right and interest of the United States in and to the R.S. 2477 right-of-way.

(2) FORM- The disclaimer and relinquishment under paragraph (1) shall be in a form that allows the recording of the disclaimer and relinquishment in State and local real estate records.

(3) RECORDING- The disclaimer and relinquishment under paragraph (1) shall--

(A) be recorded in the public land records under the jurisdiction of the Secretary; and

(B) conclusively establish the title of the claimant to use the R.S. 2477 right-of-way.

(4) REVIEW- The document delivered by, and any actions of, the Secretary under paragraph (1)--

(A) shall only be subject to review as provided in section 6; and

(B) shall not be subject to--

(i) quiet title proceedings under section 6(d) or any other provision of law; or

(ii) any other judicial or administrative de novo or on the record reviews, claims, actions, or proceedings.

(5) FEDERAL REGISTER NOTICE OF FINAL AGENCY ACTION- Not later than 30 days after the date on which the document is delivered under paragraph (1), the Secretary shall publish in the Federal Register notice of the action by the Secretary under that paragraph.

## SEC. 6. JUDICIAL REVIEW.

(a) Jurisdiction-

(1) FILING- If a claimant seeks to appeal the denial by the Secretary of a claimed R.S. 2477 right-of-way under this Act, the claimant shall file an appeal of the denial in the district court of the United States for the judicial district in which the longest lineal segment of the claimed R.S. 2477 right-of-way is located.

(2) EXCLUSIVE JURISDICTION- A district court described in paragraph (1) shall have the exclusive jurisdiction to decide the appeal on the record before the Secretary regarding the claimed R.S. 2477 right-of-way, subject only to appeal or review on the record by a court with appropriate Federal appellate jurisdiction.

(b) Filing- Any action initiated under subsection (a) shall be filed not later than 30 days after the date on which the Secretary provides written notice to the claimant of the denial by the Secretary of the claimed R.S. 2477 right-of-way.

(c) Prior Adjudication Not Affected- Nothing in this Act affects a final settlement or final judgment in any court of competent jurisdiction before the date of the enactment of this Act in which the United States was a party in determining rights to a R.S. 2477 right-of-way.

(d) Actions To Quiet Title Unaffected-

(1) IN GENERAL- Subject to this section and section 5, Federal court actions to quiet R.S. 2477 titles that involve R.S. 2477 claims previously filed under this Act in which a disclaimer and relinquishment are pending or have been issued are null and void.

(2) ALLOWABLE ACTIONS- Any quiet title action not prohibited under paragraph (1) shall be filed during or before the date described in section 4(a)(1).

## **SEC. 7. APPLICABLE LAW AND TIME EXTENSIONS.**

(a) Application of State and Federal Law-

(1) IN GENERAL- This Act shall apply with respect to conclusively establishing the acceptance, scope, validity, or abandonment of a R.S. 2477 right-of-way.

(2) PREEMPTION- In the case of any inconsistency or conflict between the provisions of this Act and State law, this Act shall apply in determining the acceptance, scope, validity, and abandonment of a R.S. 2477 right-of-way.

(b) Extension- The Secretary shall grant a 1-time extension of up to 180 days for any deadline established by this Act for a maximum period of 1 year, for good cause, if the claimant submits to the Secretary, not later than 30 days before the date on which the deadline expires, a written request for the extension signed by the claimant under oath or affirmation.

## **SEC. 8. IMPLEMENTATION REQUIRED.**

(a) In General- Subject to section 4(e)--

(1) not later than 90 days after the date of the enactment of this Act, the Secretary shall complete all policies, procedures, delegations, forms, and any other action necessary to implement this Act; and

(2) on the completion of the actions described in paragraph (1), begin processing claims under this Act.

(b) Injunction; Liability- The duties and obligations of, or failure to perform by, the Secretary under this section--

(1) are enforceable by injunction or restraining order; and

(2) may result in official and personal civil liability.

## **SEC. 9. EFFECT; APPLICABILITY.**

(a) Effect on Other Laws- Nothing in this Act affects or modifies--

(1) title V of the Federal Land Policy and Management Act of 1976 (43 U.S.C. 1761 et seq.); or

(2) title XI of the Alaska National Interest Lands Conservation Act (16 U.S.C. 3161 et seq.).

(b) Excluded Land- Nothing in this Act applies to or affects--

(1) the use of Department of Defense land or land with respect to which the Department of Defense shares control or jurisdiction;

(2) land that is not owned by the United States;

(3) land held in trust by the Secretary of the Interior for any Indian Tribe; or

(4) land within the exterior boundary of--

(A) a National Park (to exclude lands other than National Parks which are under the jurisdiction or administration of the National Park Service); or

(B) a congressionally designated National Wilderness Area.

(c) Effect on Claims- This Act and the procedures and process implemented under this Act--

(1) shall apply to--

(A) claims filed after the date of the enactment of this Act; and

(B) claims filed before the date of the enactment of this Act for which a final determination has not been issued; and

(2) shall not affect the ability of a claimant to file or maintain a suit with respect to the claimed R.S. 2477 right-of-way under section 2409a(m) of title 28, United States Code, if the claimant has not filed a claim under section 4 regarding that R.S. 2477 right-of-way.

## **SEC. 10. REPEAL OF RESTRICTIONS ON REGULATIONS.**

Section 108 of the Department of the Interior and Related Agencies Appropriations Act, 1997 (Public Law 104-208; 110 Stat. 3009-200) is repealed.

## **Q and A on Historic Rights-of-Way legislation, S. 468, and H.R. 3270 (115<sup>th</sup> Congress)**

### **What is the fundamental issue, why is legislation required?**

Provides confirmation and documentation of existing rights-of ways on federal land by an efficient administrative process rather than requiring confirmation through Federal District Court quiet title action. Counties, and some land owners, lack paper trail on rights-of-ways (r/w) for roads on federal public lands even though a r/w may exist under the 1866 Mining Law that was passed to facilitate settlement and development. (The authority is usually referred to as R.S. 2477, the R.S. meaning Revised Statute.) R/Ws so created were “self-issuing,” and there was never a requirement to file with either the General Land Office or successive agencies. Construction constituted issuance. Existence confirmed the easement. Over time, such R/Ws may have been recorded in county offices, on county transportation plans, and appeared on general public maps such as those of USGS or AAA maps. But the Department of the Interior never officially recorded them, nor placed on BLM Master Title Plats (MTPs).

There is no protection to a r/w holder if federal public land is disposed of, or if a conflicting use is proposed and authorized, unless it becomes known during publication and input, but recognition often requires r/w be documented. Further, questions could be raised regarding expenditure of public funds for maintenance where no documentation of easement is in hand. Or the federal land agency might question work undertaken such as maintenance, addition of drainage, and other routine work associated with county transportation. Additionally BLM has recently asserted in at least one county that “the county lacked authority to maintain its existing roads,” doing so as it asserted regulatory authority on the roads in question, doing so as part of a Federal Court action to which the County was not even a party.

### **What will this legislation do?**

It would provide an administrative process to confirm the existing rights-of-ways. The Department of the Interior has never developed or adopted a process for handling claims and assertions made under R.S. 2477. When attempted, by internal policy and direction, it was either rejected in Court actions, or overturned with changes in Administrations. A legislative “fix” assures a permanent recognition process so as to avoid the long and costly Federal Court approach on quiet title. Congress repealed the authority with the passage of the Federal Land Policy and Management Act of 1976, but protected valid existing rights created under the historic law. Confirmation of existence prior to October 21, 1976, the date of repeal, is required.

A 10<sup>th</sup> Circuit decision in 2005 established a procedure, but requires filing in Federal District Court for quiet title, on case by case basis. Such filings are expensive and time consuming.

### **What is the current urgency?**

R.S. 2477 was repealed in 1976, 44 years ago. Records and/or witnesses who can affirm existence on date of repeal are disappearing.

### **Doesn't BLM have a right-of-process, Title V of FLPMA?**

Yes, but applications would require full review and documentation, even for an existing route. Such analysis could raise issues requiring analysis such as why the route even exists, and exists in the current location. As a minimum, such documentation requires analysis and consultation under National Environmental Policy Act (NEPA), Endangered Species Act (ESA), and Section 106 of the Historic Preservation Act.

The result of such review creates high costs for documentation on an existing route for an existing r/w, and mitigation requirements may result from the documentation leading to the application of terms, conditions and stipulations for continued operation and maintenance, which could require high cost capital additions or modifications, e.g. tortoise-proof fencing where roads cross habitat.

**Environmental groups have opposed “resolutions” of R.S. 2477 claims, questioning what constitutes a road; and they intervene in cases involving claims and assertions. In advertising they raise the specter of new roads being created in Parks, wilderness and back country. Why do they oppose, and does opposition have a basis?**

We cannot speculate on motivation. Responding to and issuing documentation requires existence prior to 10/21/1976. Issuance of documentation in no way permits new roads, expansion, or realignment of the road as it currently exists. Application of the legislation within National Park units and Congressionally designated Wilderness Areas has been specifically precluded in the current bill. Administrative withdrawals, such as Bureau of Reclamation, Army Corps of Engineers, and Public Water Reserves are included for the purpose of confirming rights-of-ways.

Experience stories:

**Exhibit A:** San Bernardino County required six years to secure quiet title to its 225 miles of roads inside the Mojave National Preserve after creation and transfer to the National Park Service. Over half the roads were paved. NPS attorneys wanted full proof of construction, and environmental groups intervened. It required counties trips by staff and attorneys to Los Angeles to negotiate the settlement, which in the end did nothing more than confirm what was on the ground when the NPS unit was created from BLM public land in 1994.

**Exhibit B:** Iconic Route 66 where it crosses public land in New Mexico, Arizona and California, is not recorded on the BLM Master Title Plats (MTPs), with one exception. It was largely built in the 1920s and 1930s, with no right-of-way issued, and largely following old routes between the towns and cities and following the path of what was then the route of the AT&SF. When Interstate 40 opened, those parts which did not become part of the authorized (by a r/w) route were quit-claim deeded to the counties by the state highway departments. The exception is a 20-mile segment near Goffs, west of Needles CA, which was part of the quiet title action described above.

**Exhibit C:** Nye County completed a state-of-the-art GPS survey of their entire county road system, some 8,000 miles. They took the maps to the BLM State Office in Reno, and requested that BLM record the data on the Master Title Plats, which are the official land records of the United States for all transactions and disposals regarding the federal estate. The State Office refused, saying they had no authority to do so unless the County could secure a court order from Federal Court indicating a successful quiet title action.

**Exhibit D:** San Bernardino County was the scene of a land use planning lawsuit in which environmental groups challenged the BLM’s travel management designations. As part of the negotiations to settle the suit, the environmental groups sought “street legal only” designations for all road use, even OHV and back country vehicle access. BLM successfully fought off that with the exception of the road network used by the public to gain access to public land for recreation, in other words the County Road System. BLM assumed regulatory jurisdiction and agreed to so designate the County’s road system for street legal only use, including DMV license plates and not the State’s OHV “green sticky” permit. The County was not consulted, nor even invited to participate in the settlement.

**Exhibit E:** Jawbone Canyon Road in Kern County is a general public access route, maintained by the County and a part of its basic transportation plan. It has existed for decades, likely more than a century, serving mines, cattle and sheep ranches and allotments, and general public access from the eastern part of the County. A wind energy permittee required access to a project that was several miles up Jawbone, and which would require a project specific route to the development site turning off the County Road. BLM found the Jawbone Road was not on the MTP, and required the developer to secure a Title V right-of-way to use the County’s Road. The County was not consulted, and BLM charged the developer federal fees for the use of the road.

**Bottom line:** Often counties will say that from their experience they’ve not had issues with BLM or the Forest Service on their road systems. In practice, however, one never knows when a problem and misunderstanding may occur, and it will be too late to get the matter resolved. Administrations change, and State Directors and District Managers of BLM change, as do Forest Supervisors and District Rangers.



## **TESTIMONY**

**Submitted on behalf of**

### **QUADSTATE LOCAL GOVERNMENTS AUTHORITY**

**Buster Johnson, Chairman; and Supervisor District 3, Mohave County Arizona**

**In favor of S. 468, Historic Rights-of-Way Preservation Act**

**Before United State Senate Energy and Natural Resources Committee**

**July 26, 2017**

The QuadState Local Governments Authority strongly endorses the passage of S. 468, the Historic Routes Preservation Act, and one of the pieces of proposed legislation before this committee today. We urge approval by this committee, and recommend its passage by the full Senate.

QuadState Local Governments Authority is a 9-county joint powers authority, with county members lying within four (4) states in the Mojave and Sonoran Deserts. Our Board of Directors has endorsed previous versions of the proposed legislation, have been kept fully informed of its progress in the 115<sup>th</sup> Congress. Most of our member counties have been affected in one way or another by the current lack of documentation, or the costly and time-consuming method currently recognized as the only way to confirm existing rights-of-ways crossing federal land administered by the Bureau of Land Management (BLM) and the United States Forest Service (USFS). Let me emphasize the word existing. There is nothing in this legislation which permits construction of new roads, or expansion of roads beyond their current dimensions. The roads that are the subject to this legislation must have existed upon the date of repeal of the statute, R.S. 2477, on October 21, 1976, the date of passage of the Federal Land Policy and Management Act of 1976.

Thousands of miles of county roads in the West exist on federal land by virtue of R.S. 2477, a part of the Mining Law of 1866. This was a settlement facilitation law, and it worked to ultimately create much of the rural transportation network in the West. By the time it was repealed in 1976, it had done its job. The problem, however, is that the law, dating from the early years of Westward expansion, did not require paperwork. There was no permitting action as we know today, nor certificate or easement provided the builder of the road, or highway, as it was known then. As a result, the current official records of the federal real estate holdings, the Master Title Plats (MTPs) maintained by the BLM, contain no official notation that the rights-of-ways were granted, let alone even exist.

Many counties, for variety of reasons, have sought to confirm these rights-of-ways. They have found the only means available is to file a quiet title action (QTA) in Federal District Court. This is an expensive and time consuming process. One of our members spent six years getting a ruling and decision from the Court, which involved negotiations with the Department of the Interior attorneys. No one, including the intervening environmental organizations, challenged the roads, *per se*, and their existence prior to 1976, yet the discussions continued over size, scope, maintenance, and whether Title V of the Federal Land Policy and Management Act was the more appropriate vehicle to use for issuance.

Let me say a bit about the Title V approach. It ignores that the County already holds a right-of-way for the route in question. It just lacks a proper piece of paper to prove it. Road maps from the Auto Club, from State Tourism, and even Transportation Plans of the County, may show a road, but on BLM records it doesn't exist! BLM proposes to use Title V to issue a new right-of-way. This opens the road to the National Environmental Policy Act (NEPA) for review of whether the road should exist and is in the "right" location. And next, it opens the door for consultation about the route under Section 7 of the Endangered Species Act (ESA) and Section 106 of the Historic Preservation Act. These consultations in many areas could open the road to limitations on maintenance activity, and require installation of additional capital improvement under Terms and Conditions imposed by the U.S. Fish and Wildlife Service (FWS) or the State Historic Preservation Officer (SHPO). Most counties lack financial wherewithal to even keep up with routine maintenance in remote desert or timbered areas, let alone construct high cost structures such as tortoise-proof fencing along the routes. It may be desert tortoises being of concern in our area, it could be sage grouse, or other species of concern in the northern areas of the Great Basin and Great Plains. And these structures or facilities could be required even in the absence of any showing of mortality among species of concern, just the threat that "something might happen."

One of our member counties took current GPS mapping of its roads to the BLM State Office in Reno for recordation on the MTPs. It was told that it had to get a court order to confirm its rights-of-ways.

A final note, Iconic Route 66 across the Southwest is not on the records, with the exception, that we can find, of a 20-mile stretch west of Needles CA, which was confirmed in the QTA brought by San Bernardino County.

So what does S. 468 do? Simply, it provides for a simple, and timely application process and administrative means to secure right-of-way or easement confirmation, and assure its recordation on the MTPs maintained for the federal land records. It delegates to the agencies, BLM and USFS, the review of proof of existence, and substitutes an administrative action for the costly process of going to court for such confirmation. It does not mean, that if there are differences of opinion on the proof, the avenue of a court venue is out of reach, but it would only lead to court action if there were disagreements regarding the proofs. Further, it affirms the 2005 10<sup>th</sup> Circuit Court of Appeals decision, which held that the Secretary could not apply, retroactively, terms, conditions, and standards on the rights-of-ways prior to consideration for approval. The role of the Department of the Interior was, in that decision, deemed strictly ministerial, to look at the proof supplied and see that it complied with the original law. The legislation proposed in S. 468 provides legislative confirmation of that process.

The proposed legislation also does two other things which might be considered controversial, but which are not.

First, the legislation would waive the statute of limitations. R.S. 2477 makes reference to applying to land not otherwise reserved. This is interpreted as withdrawn for other purposes. The statute of limitations normally applies for a 12-year period after reservation. It must be waived, at least for the 25 years under which this legislation will apply, so that the law will apply to rights-of-way within National Forests, and also a myriad of other reserves and withdrawals such as those made for Reclamation

purposes (US Bureau of Reclamation), public water reserves, and other such actions taken by the government over the past 150 years. The law will not apply within congressionally designated units of the National Park Service, nor military reservations, nor Indian reservations.

Second, the law removes the restriction placed on the Secretary of the Interior in 1997 from issuing regulations regarding roads on federal lands. Only by doing this can the Secretary issue regulations to implement this Act. But is important that such regulations shall not contain regulatory restrictions prescribing construction standards or other matters other than the existence of the route on October 21, 1976.

In conclusion, I wish to place on the record a few other items about the proposal.

This should be considered as a non-partisan Act of Congress. It is does not undo any previous action allowed on public land. It is intended only to facilitate local governments securing a modern proof and confirmation that the right-of-way exists, that they may expend public funds for maintenance on it, and it is officially recognized on the official records of the United States.

The legislation, if passed, is voluntary. It places no burden, financial or otherwise, on any local government to comply or even take action if they believe they don't require a confirmation of any particular right-of-way. And with the minimal adjudication requirements placed on the federal land management agencies, it should not create an undue workload for federal officials.

The legislation, if passed, has a sunset of 25 years. The authors believe that such is necessary to permanently bring this last vestige of settlement to a close. Doubtless the authors of the Federal Land Policy and Management Act (FLPMA) did not contemplate that 41 years after its passage, confirmation actions would remain outstanding, let alone almost wholly un-adjudicated. But we agree that such a sunset is appropriate to assure that local governments put off application and defer to others, not yet in office, an obligation "to someday get around it."

And lastly all must recognize that changes to any right-of-way confirmed under this legislation will revert to consideration under the appropriate law and regulation in effect for new routes, in effect, Title V of FLPMA. It recognizes the existing route, as it exists, berm to berm, but realignment or widening reconstruction will require appropriate agency review and consultations. But absolutely, it does not create new routes and roads where none exist today.

Our organization, and I, endorse this legislation, and urge its prompt approval by this committee, and movement to the floor of the Senate, where we hope for ultimate passage. As stated, it is essentially non-partisan, and should be viewed by all as being simply a good and responsible government action.

Thank you.

**QuadState Local Governments Authority**  
**An interstate joint powers authority established in 1999**

**What is it?** QuadState Local Governments Authority is an interstate joint powers authority, organized for local governments. Originally organized around desert tortoise issues, it now functions regarding a variety of issues related to federal land management in the 4-state area of the Mojave and Sonoran Deserts.

As a joint powers authority, it is a public agency for the purpose of gaining access to agency meetings and forums with status beyond “stakeholder,” and is a recognized agency partner, as described below.

**Desert tortoise.** QuadState remains engaged in matters related desert tortoises and management of habitat. It represents the positions of local government, assuring agency recognizes role of counties, and advocates for maintenance of legacy land uses, and avoidance of undue requirements for mitigation. Provided input on the Revised Recovery Plan for Mojave Population, which is listed. Advocates for continued not-warranted status for Sonoran Population. Serves on interagency coordination bodies, noted below. The Authority maintains a close communication with both U.S. Fish and Wildlife Service and Bureau of Land Management.

As part of the MOG, the Authority provides representation on the Recovery Implementation Teams, and provides member counties with technical support on desert tortoise issues. It also provides input related to desert tortoise to local Habitat Management Plans, upon request from member counties.

**R.S. 2477.** The Authority has worked in the 114<sup>th</sup>, 115<sup>th</sup> and 116<sup>th</sup> Congresses to pass legislation to provide efficient administrative confirmation of rights-of-ways of the routes on federal land that were grandfathered when the statute was repealed in 1976. Currently Federal Court action is required. The issue should be non-partisan, but has become thorny for some members of Congress. The Authority, working with other County advocates has sought co-sponsors, and has full support of NACo.

**Desert Landscape Conservation Collaborative.** An organization created by Secretarial Order to provide interagency coordination on data, and originally among 22 LCCs established nationally to embrace climate change scenarios in land use planning. The Authority Executive Director gained a seat on the Steering Committee, representing and remains in close coordination with the remaining part of the structure, part of which is a pilot program involving three member counties, noted below.

**Representation and feedback at regional interagency forums**

- **Management Oversight Group:** Organized in 1988, and continues to coordinate activities and programs related to the Mojave desert tortoise population. The Authority is a full member of the MOG.
- **Arizona Interagency Desert Tortoise Team:** A long standing interagency group coordinating activity and programs related to both desert tortoise populations in Arizona. The Authority is a full member of the AIDTT.
- **Lower Colorado River Multi-species Conservation Plan Steering Committee:** The authority represents the member counties bordering the Lower Colorado River. This activity is carried out under the QuadState LGA name, but is not a direct Authority activity.
- **Eastern Mojave Conservation Collaborative:** Selected as one of three pilot areas for gathering and coordinating natural resources data, the program grew from the DLCC program in the Southwest. No longer focusing on either planning or climate change, it is still a repository for

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spatial data in the two state area of the Central Mojave, west of Las Vegas. The Authority participates in workshops and serves on the Coordinating Committee.

- **BLM Resources Advisory Councils (RACs)**  
By law and regulation, all RACs require a local government representative be a member. Experience shows the single representative on Councils seldom makes advance contacts with other public land counties, and never provides feedback on programs and policies from meetings. An Authority representative attends meetings, provides feedback, and raises issues of concern regarding its membership's interests.
  - ✓ Arizona RAC: a single Statewide Council
  - ✓ California Desert District Advisory Council: specifically limited to the California Desert Conservation Area
  - ✓ Mojave - Southern Great Basin RAC Nevada: Covers Clark, Nye and Lincoln Counties
- **NACo Committees with interests that coincide with the interests of Authority members:** At both the Annual Meeting and Legislative Conference, the Public Lands Steering Committee and Western Interstate Region meet, to hear from agencies and formulate resolutions. The Authority attends both sessions, provides input when appropriate, and most important provides feedback to members since most of our member counties do not have seats on the two Committees, and where they do, the non-members do not receive feedback on programs and policies of either NACo or the agencies which present programs to the meetings.
- **Western Interstate Region:** A coordinating group organized by Department of Defense, to assure communication among agencies related to the interface with bases which abound in the Southwest. It conducts periodic webinars on DOD programs, and publishes updates on programs related to both natural resources and energy in the Southwest.
- **U.S. Forest Service Cohesive Fire Management:** A representative of the Authority sits on the Committee working at assessing fire preparedness and suppression, and which effort is intended to improve coordination among fire suppression organizations.

**How does a local government join?**

There are two classes of membership. Full members are counties within the 4-state region containing desert tortoise populations, either Mojave, Sonoran, or both. Associate members are local government (towns and cities), who wish to affiliate to stay informed on natural resources issues and policies, and support the programs of the Authority. Associate members attend all meetings, but are non-voting members, and pay a reduced annual assessment.

A local government joins by majority vote of its governing body, and signing the Joint Powers Authority document, as amended. Final action to approve membership is made by the Board of Directors of the Authority at a regular meeting. If membership is initiated prior to January 1 of the current fiscal year (July 1 to June 30 of following year), the new member will be assessed for a full year, based on the formula for the Authority. Joining after January 1 will provide for payment for the succeeding fiscal year.

Assessment for membership is based on desert tortoise designated critical habitat acreage (40%), acreage of federal public land characterized as "desert (30%)," and total county population (30%). The jurisdiction's statistics are compared to all the other members before the percentages are applied. There is a minimum payment of \$2,000 per year for counties under 50,000 population, or if the formula results in a calculation

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under \$2,000. Associate members are assessed at 50% of the lowest full member assessment, currently \$1,000 per year.

**Current issues of involvement, adopted policy**

- a. The Authority has a direct interest in the Sonoran desert tortoise litigation, in which plaintiffs seek new consideration by FWS to list the Sonoran Population under the ESA. The Authority supports current FWS decisions concluding listing is not warranted.
- b. The Authority has direct interest in the Joshua tree litigation, in which plaintiffs seek additional consideration by FWS to list the Joshua Tree under the ESA. The Authority supports the current FWS decision that listing is not warranted.
- c. The Authority endorses Mojave Population recovery, in which the MOG and FWS have adopted priorities related to desert tortoise recovery which are aimed at on-the-ground actions, and from which inputs and recovery can be measured and quantified. The Authority agrees with the priorities which include fencing, but advocates counties cannot provide mitigation fencing on their county roads (RS 2477 rights-of-ways), and wish to assure that where fencing might be determined appropriate it be undertaken as a land management agency project, except where it has been explicitly agreed to in an HCP or other document approved by the county's elected governing body.
- d. The Authority, in addition to (c) above, advocates in favor of raven control measures, and supports efforts to reduce subsidies that support increases in overall predation upon tortoises.
- e. The Authority supports research to further understand disease issues in tortoise population, including epidemiology, and supports research in abatement and/or cures.
- f. The counties collectively support the principles of multiple use on federal public lands in the region, as administered by both Bureau of Land Management and the Forest Service. It supports historic "legacy" economic uses of public lands, and expresses policies and input that assure public and permitted use is maintained in the absence of research or monitoring that indicates that such uses cannot be mitigated or managed.
- g. The counties generally oppose further federal acquisition of private land within their jurisdictions. Such acquisitions always reduce county base, and under the current formula for Payment in Lieu of Taxes (PILT) there is no off-setting payment to compensate counties for the loss. (Note: there is an exception for acquisitions in areas under National Park Service administration, and Congressionally designated wilderness in National Forests, but payment ceases after five years. BLM wilderness inholding acquisition is not included.) ("Generally" means that for most situations, the counties oppose federal acquisitions, but recognize exceptions: (a) private exchanges on an equal value basis; (b) where the county has less than 1.3 million acres of federal estate within its borders, which is the "sweet spot" beyond which PILT payments per acre cannot increase; (c) and those cases where the county has an approved HCP to which the elected body has approved acquisitions as part of the plan and mitigation.)

**QuadState Local Governments Authority**  
**Statement of Work, Purpose and Current Issues and Policies**  
**February 10, 2020**

- h. The counties support legislation to provide an administrative means for the federal agencies (BLM, Forest Service, Bureau of Reclamation) to confirm historic rights-of-ways which are maintained by counties and which cross federal estate under their jurisdictions.

**ARF-5899**

**Presentation 2. B.**

**Regular BOS Meeting**

Meeting Date: 03/10/2020

Submitted For: Shelley McPherson, HR and Risk Management Director

Submitted By: Erica Raymond, Human Resources Assistant Sr.

Department: Human Resources

---

Information

Request/Subject

Gila County Spotlight on Employees Program for March 2020.

Background Information

The purpose of this program is to provide recognition to employees for the following qualities: teamwork, quality, morale building, integrity, customer service and initiative.

Evaluation

N/A

Conclusion

N/A

Recommendation

For March 2020, the Human Resources Department staff would like to publicly recognize five employees through the County's Spotlight on Employees Program.

Suggested Motion

Public recognition of five employees through the County's Spotlight on Employees Program, as follows: Aimee Staten, Israel Juarez, Robert Cox-Robinson, Jerry J. Moore and Zachary Andrade. **(Erica Raymond)**

---

Attachments

Aimee Staten

Israel Juarez

Robert Cox-Robinson

Jerry J. Moore



Zachary Andrade

---



# SPOTLIGHT

on Employees

\_\_\_\_\_  
Employee Name

☐ Team Work

☐ Quality

☐ Morale Building

☐ Integrity

☐ Customer Service

☐ Initiative

Example: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Supervisor

\_\_\_\_\_  
Date



# SPOTLIGHT

on Employees

\_\_\_\_\_  
Employee Name

☐ Team Work

☐ Quality

☐ Morale Building

☐ Integrity

☐ Customer Service

☐ Initiative

Example: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Supervisor

\_\_\_\_\_  
Date

On December 21, 2019 Deputy Israel Juarez responded to a structure fire located at 4473 Azurite Drive. Upon his arrival he noticed heavy smoke and discovered the homeowner still inside the residence. Deputy Juarez without hesitation was able to get the individual out of the residence and assess the situation discovering nobody else was in the home however the family dogs were not accounted for. Deputy Juarez located one dog outside of the residence and discovered the second dog was still inside. Deputy Juarez crawled back into the residence where he located and rescued the second dog.

Had it not been for Deputy Juarez's quick actions this situation could have easily turned fatal for the homeowner as well as the family pets. Sheriff Shepherd would like to recognize Deputy Juarez for his life saving efforts during this tragic event.



# SPOTLIGHT

on Employees

\_\_\_\_\_  
Employee Name

☐ Team Work

☐ Quality

☐ Morale Building

☐ Integrity

☐ Customer Service

☐ Initiative

Example: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Supervisor

\_\_\_\_\_  
Date

**From:** Buzan, Malissa <[mbuzan@gilacountyaz.gov](mailto:mbuzan@gilacountyaz.gov)>

**Sent:** Thursday, January 30, 2020 12:53 PM

**To:** Prine, Dorine <[dprine@gilacountyaz.gov](mailto:dprine@gilacountyaz.gov)>; Farnham, Glen <[gfarnham@gilacountyaz.gov](mailto:gfarnham@gilacountyaz.gov)>

**Subject:** RE: Thanks to RJ

Yes Glen, Thank you to RJ. You have a great employee there.

**From:** Prine, Dorine <[dprine@gilacountyaz.gov](mailto:dprine@gilacountyaz.gov)>

**Sent:** Thursday, January 30, 2020 12:44 PM

**To:** Farnham, Glen <[gfarnham@gilacountyaz.gov](mailto:gfarnham@gilacountyaz.gov)>

**Cc:** Buzan, Malissa <[mbuzan@gilacountyaz.gov](mailto:mbuzan@gilacountyaz.gov)>

**Subject:** Thanks to RJ

Good afternoon Glen,

Please give special accolades to RJ for going above and beyond his job last night to assist me when I had a flat tire after normal work hours. He was on his way home from work in Globe, saw that I had pulled over on the side of the road close to A+ Crossing road. He turned around to ask if I needed assistance. I had just called for help, so he was there before anyone was contacted. The "donut" tire is under the middle of the van and difficult to get to. There was very little shoulder to use, so the van was partially in the road. For safety reasons, it was better for him to drive to Globe to get a replacement tire. By the time he returned, it was 40 degrees and very dark. He laid on the cold and gravel covered hard ground with only the headlights from the service truck and his cell phone flashlight for illumination. There were many complications and issues so, it took him longer than expected to change the tire. When the tire was changed to the "donut", he followed me all the way to Punkin Center (traveling at only 40 mph) to ensure that I was safe.

He handled the problem like a professional and very humbly said that he was just doing his job. He went through a lot of trouble, spent many hours of his time, and averted any problems to make sure that I was safe and able to get back home.

RJ is an outstanding employee that eagerly exceeded his job to ensure the care and safety of another employee.

In deepest gratitude,

Dorine Prine

Program Coordinator

Gila County Community Action Program

107 W. Frontier St. Bldg. C

Payson, AZ 85541

Phone: 928-474-7193

e-mail: [dprine@gilacountyaz.gov](mailto:dprine@gilacountyaz.gov)



# SPOTLIGHT

on Employees

\_\_\_\_\_  
Employee Name

☐ Team Work

☐ Quality

☐ Morale Building

☐ Integrity

☐ Customer Service

☐ Initiative

Example: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Supervisor

\_\_\_\_\_  
Date



# SPOTLIGHT

on Employees

\_\_\_\_\_  
Employee Name

☐ Team Work

☐ Quality

☐ Morale Building

☐ Integrity

☐ Customer Service

☐ Initiative

Example: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Supervisor

\_\_\_\_\_  
Date



**ARF-5872**

**Presentation 2. C.**

**Regular BOS Meeting**

Meeting Date: 03/10/2020

Submitted For: Robert Hickman, Facilities Director

Submitted By: Brittnia Morrissey, Facilities Administrative Assistant

Department: Facilities Management

Fiscal Year: 2019-2020 Budgeted?: Yes

Contract Dates n/a Grant?: No

Begin & End:

Matching No Fund?: New

Requirement?:

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Information

Request/Subject

To present the preliminary design of the proposed new animal shelter to the Gila County Board of Supervisors.

Background Information

In October 2019, the Board of Supervisors secured financing in the amount of \$10M that will be used for capital improvement projects in northern and southern Gila County. One of the approved capital improvement projects is the construction of a new Gila County Animal Shelter at the Gila County Fairgrounds. Approximately \$2.8M of the \$10M has been budgeted to build the new animal shelter. Over the past several months, Gila County staff from Facilities, Community Development, Public Works, and the Health Department have been meeting with the designers from The Architect Company and Lovin Contracting to analyze our current animal shelter data to determine the community animal needs for a new shelter and create a design. During the last partners meeting on February 25, 2020 a preliminary design was presented to Gila County by The Architect Company and staff agreed that this design would meet our operational needs and conditionally be within the 2.8M budget.

Evaluation

The new animal shelter will be located at the Gila County Fairgrounds. This presentation will provide an overview of the conceptual plans for the new animal shelter and site layout.

### Conclusion

Gila County staff will present a preliminary design for the proposed new animal shelter to the Board of Supervisors for comment and discussion.

### Recommendation

Presentation and discussion on preliminary design for the proposed new Gila County Animal Shelter to be located out at the Gila County Fairgrounds.

### Suggested Motion

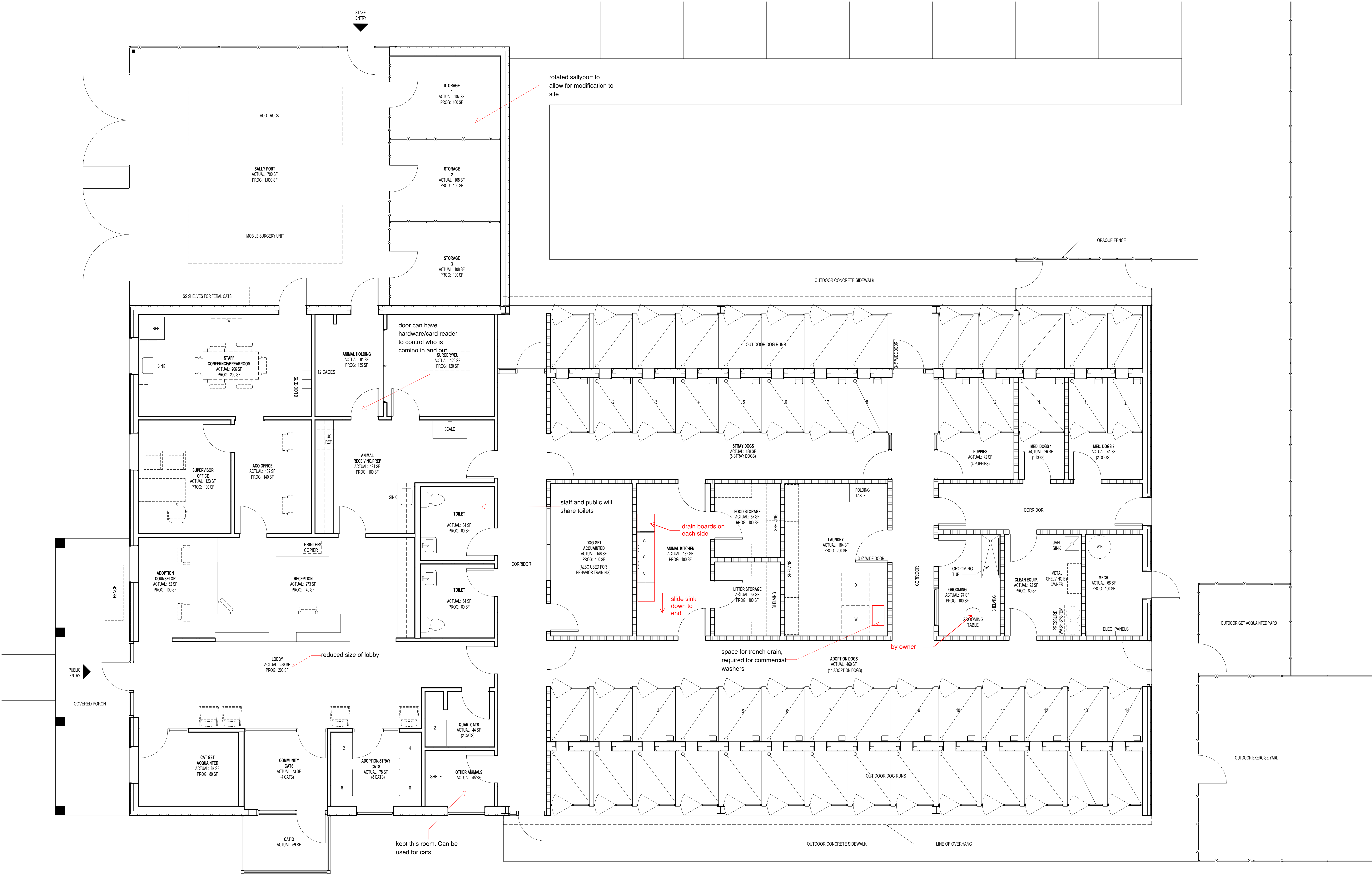
Presentation and discussion on the preliminary design for the proposed new Gila County Animal Shelter to be located at the Gila County Fairgrounds. **(Bob Hickman/Michael O'Driscoll)**

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### Attachments

Preliminary Animal Shelter Design

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ANIMAL HOUSING TABULATION		
CATEGORY	ACTUAL	PROGRAM
ADOPTION DOGS	14	14
STRAY DOGS	8	7
PUPPIES (2 PUPPIES PER PEN)	4	4
MEDICAL ISOLATION DOGS	2	2
QUARANTINE DOGS	1	1
DOG SUB-TOTAL	29	28
ADOPTION CATS	4	4
ADOPTION CATS (FREE-ROAM)	4	2
STRAY CATS	4	4
MEDICAL ISOLATION CATS	2	2
CAT SUB-TOTAL	14	12
OTHER ANIMALS	1	1
TOTAL ANIMALS	44	41

AREA TABULATION		
AREA	ACTUAL	PROGRAM
A/C SPACE	5,180 SF	5,693 SF
NON A/C SPACE	2,150 SF	2,086 SF
TOTAL	7,330 SF	7,779 SF

Plan to use Option 1 for Design Development

FLOOR PLAN - OPTION 1

SCALE: 1/4" = 1'-0"

DATE: 02/24/20

NOT FOR REGULATORY APPROVAL  
PERMITTING, OR CONSTRUCTION

SCHEMATIC DESIGN  
GILA COUNTY ANIMAL CARE AND CONTROL  
GLOBE, AZ



SHELTER PLANNERS OF AMERICA, COPYRIGHT ©  
1106 W. RANDOL MILL RD. SUITE 300, ARLINGTON, TX 76012 - PHONE (817) 265-8522

**ARF-5894**

**Regular Agenda Item 3. A.**

**Regular BOS Meeting**

Meeting Date: 03/10/2020

Submitted For: Mary Springer, Finance Director

Submitted By: Mary Springer, Finance Director

Department: Finance

Fiscal Year: FY19-20

Budgeted?: Yes

Contract Dates 7-1-2019 - 6-30-2020 Grant?: No

Begin & End:

Matching No

Fund?: New

Requirement?:

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Information

Request/Subject

Presentation to the Board highlighting the organization's update of activities by Pinal-Gila Council for Senior Citizens and request for funding (Agreement No. 020520).

Background Information

The Pinal-Gila Council for Senior Citizens (PGCSC) was incorporated in 1974 and is a non-profit organization designated as the Area Agency on Aging for Region V, which encompasses Pinal and Gila counties. PGCSC's mission is to assist seniors and persons with disabilities in Region V, achieve and maintain self-sufficiency with dignity, and offer choices of appropriate care by providing a wide range of community and home based services. PGCSC also represents the interests of the elderly and acts to advocate for change in public and private attitudes, policies and regulations. Gila County has contributed to PGCSC since 1979. PGCSC received Gila County funds in the amount of \$150,000 annually. These funds are for the purpose of providing County support to administration and program services for our seniors and persons with disabilities population in the Gila County area. PGCSC provides a wide variety of services for seniors, persons with disabilities and caregivers. These services are offered directly or through a network of provider agencies. PGCSC services include, but not limited to the following: aging, disability, and caregiver support resources information, referral and assistance to grandparents raising grandchildren programs, behavioral health – substance abuse and suicide prevention case management home care (housekeeping, personal and respite care) benefits, entitlements and

advocacy (health care insurance and benefits counseling), Ombudsman (nursing home advocacy) legal services and legal helpline mature workforce development (senior employment and training programs), multipurpose senior centers (social, nutritional and wellness support), home-delivered meals, mobility management transportation provider coordination and senior rides transit program, and training volunteer services.

### Evaluation

PGCSC provides a wide variety of services for seniors, persons with disabilities, and caregivers. These services are offered directly or through a network of provider agencies. PGCSC services include, but not limited to the following: Program Services and Allocations: Town of Payson Senior Center \$53,000; Town of Payson for Star Valley \$17,500; City of Globe \$33,000; Town of Hayden \$14,500; Town of Miami \$14,500; Pine Non-Profit \$4,000; Catholic Community Service/Case Management Services \$10,000; Mom's Meals \$1,500; and PGCSC \$2,000 for a total of \$150,000.

### Conclusion

It is the intent of the County, pursuant to A.R.S. §11-267, to provide \$150,000 to Pinal-Gila Council for Senior Citizens to enhance services to persons with disabilities and aged persons within the County. The PGCSC is a non-profit organization which enjoys and maintains federal exempt status and the County has determined that the purpose of this funding request is public and that the expenditure of these funds will assist in providing services to persons with disabilities and aged person within the County.

### Recommendation

Staff recommends that the Board of Supervisors approve Agreement No. 020520 between Gila County and Pinal-Gila Council for Senior Citizens Area Agency on Aging Region V in an amount not to exceed \$150,000. PGCSC agrees to provide the County an annual report.

### Suggested Motion

Information/Discussion/Action to approve Agreement No. 020520 between Pinal-Gila Council for Senior Citizens Area Agency on Aging and Gila County whereby the County will disburse \$150,000; and further, the Board determines this is for the benefit to provide services to persons with disabilities and aged persons within Gila County. **(Mary Springer)**

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## Attachments

PGCSC Agreement 020520

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**AGREEMENT NO. 020520**  
**BETWEEN**  
**GILA COUNTY**  
**AND**  
**PINAL-GILA COUNCIL FOR SENIOR CITIZENS**

**THIS AGREEMENT** is made and entered into effective this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between Gila County, hereinafter referred to as "County" and the Pinal-Gila Council for Senior Citizens, hereinafter referred to as "PGCSC".

**RECITALS**

**WHEREAS**, the Gila County Board of Supervisors desires to provide funding to PGCSC in order to provide continued support for services and persons defined by A.R.S. Section 11-267. And Section 11-267 defines persons as "persons with disabilities or persons sixty years of age or older" and defines services to include "nursing care, sheltered care, day care, home maintenance, housekeeping, transportation and nutrition services". And whereas the Gila County Board of Supervisors desires to provide services to the defined persons who are inhabitants of Gila County for fiscal year July 1, 2019 through June 30, 2020; and

**WHEREAS**, the Gila County Board of Supervisors finds that PGCSC is operated and maintained within the boundaries of the County and is for the benefit of the public; and

**WHEREAS**, PGCSC has requested funding to continue services in Gila County to the persons defined above; and

**WHEREAS**, PGCSC is a non-profit organization which enjoys and maintains federal tax exempt status; and

**WHEREAS**, the County has determined that the purpose of this funding request qualifies as an expenditure under A.R.S. Section 11-267 and that the expenditure of these funds will assist in providing services to persons defined above who are inhabitants of Gila County;

**THEREFORE**, the County enters into this contract for services.

**SCOPE**

It is the intent of the County pursuant to A.R.S. §11-267 to provide \$150,000 in an Agreement with the PGCSC to continue services to persons as defined above in Gila County.

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

1. The Gila County Board of Supervisors will contribute the sum of \$150,000 in the form of an Agreement with PGCSC for services defined below to persons as defined above.

2. The Funding will be used by PGCSC for the continuance of providing services to persons as defined above. Program services include congregate and home delivered meals and case management services for persons as defined above.
3. Funding: County will make a one-time payment to PGCSC in the amount of \$150,000 (Funding) to be distributed as follows for the purposes defined herein and for the persons as defined above:

\$53,000	Town of Payson Senior Center
\$17,500	Town of Payson for Star Valley
\$33,000	City of Globe
\$14,500	Town of Hayden
\$14,500	Town of Miami
\$4,000	Pine Non-Profit
\$10,000	Catholic Community Services/Case Management Services
\$1,500.00	Mom's Meals
\$2,000.00	PGCSC

Total Disbursement: \$150,000.00

4. Payment and Use of Funds.
  - a) Use of Funds. Funds shall be used only for the express purposes contained herein and for the persons defined above.
  - b) Inspection and Audit. To ensure compliance, County reserves the right to inspect any and all records maintained by PGCSC with respect to this transaction upon seven (7) days prior, written notice to PGCSC. PGCSC will allow County reasonable access to the records pertaining thereto. This section shall survive termination, cancellation, or revocations, whether in whole or in part, of this Agreement for a period of one (1) year following the date of such termination, cancellation, or revocation.
5. Disbursement of Funds.
  - a) Disbursing Funds and Recordkeeping. PGCSC shall have responsibility for disbursing the Funding to the recipients in amounts consistent with this Agreement. Within a reasonable time following receipt of Funding from County, PGCSC shall distribute the Funding in accordance with applicable County policies and procedures governing the disbursement of funds.
  - b) PGCSC shall keep and maintain records relating to the disbursements and this Agreement. PGCSC will provide a semi-annual (January) and final report (July) to County.



6. PGCSC agrees to credit the County's Aging Services Agreement in all literature advertising the PGCSC.

7. Notices

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

Pinal-Gila Council for Senior Citizens  
Attn: Olivia B. Guerrero  
8969 W. McCartney Road  
Casa Grande, Arizona 85194-7432

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

### **GENERAL TERMS**

1. Indemnification: The PGCSC shall indemnify, defend and hold harmless, County, its officers, employees, agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault of negligence by PGCSC, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of this Agreement.
2. Termination: The contract cannot be terminated by PGCSC after funds are distributed.
3. Cancellation: This Agreement may be canceled pursuant to the provisions of A.R.S. §38-511.
4. Compliance with All Laws: The parties shall comply with all federal, state and local laws. Laws include rules, regulations, standards and executive orders. Any changes in the laws during the term of this agreement shall apply.
5. The PGCSC shall comply with A.R.S. §11-624 which requires: "Each nonprofit corporation that receives in excess of one hundred thousand dollars in county assistance in any fiscal year shall file for each such fiscal year at the corporation's expense with the board of supervisors either audited financial statements prepared in accordance with principles and audited by an independent certified public accountant.
6. Entire Agreement: This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Agreement may be modified, amended, altered or extended only by a written amendment signed by the parties.
7. Non-Appropriation: Notwithstanding any other provision in this Agreement, this Agreement may be terminated if, for any reason, the County does not appropriate sufficient monies for the purpose of maintaining this Agreement.


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

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

**GILA COUNTY**

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

**PINAL-GILA COUNCIL FOR SENIOR CITIZENS**

  
Olivia B. Guerrero  
President and CEO

**ATTEST**

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

**APPROVED AS TO FORM**

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

**ARF-5937**

**Regular Agenda Item 3. B.**

**Regular BOS Meeting**

Meeting Date: 03/10/2020

Submitted For: Ruben Mancha, Globe Regional Constable

Submitted By: Mary Springer, Finance Director

Department: Finance

Fiscal Year: FY120

Budgeted?: No

Contract Dates 3/10/2020 -

Grant?: Yes

Begin & End: 6/30/2020

Matching Yes

Fund?: Replacement

Requirement?:

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Information

Request/Subject

State of Arizona Constable Ethics, Standards and Training Board FY 2020 Equipment Grant Application and Award (Contract No. CNA20-405).

Background Information

The Globe Regional Constable's Office needs a new pickup truck to replace B-99 vehicle that has outlived its useful life. B-99 will be turned back into the Fleet Department. In the past, the Payson and Globe Regional Constable's Offices have submitted grant applications to the Constable Ethics, Standards & Training Board and received grant awards for the purchase of equipment. On February 13, 2020, the Gila County Globe Regional Constable's Office was notified of a grant award in the amount of \$18,000 by the Constable Ethics, Standards and Training Board for partial cost of the purchase of a new vehicle. The County Manager agreed to pay for half of the new vehicle purchase from the General Fund. The deadline to submit the Grant Application was February 10, 2020, and the grant application was submitted without Board approval on January 20, 2020. The Globe Regional Constable was recently informed by the Constable Ethics, Standards and Training Board of a grant award for the requested amount that will be used to purchase a new vehicle with half the cost coming from the general fund.

Evaluation

Requesting the Board of Supervisors to approve the prior submittal of the Equipment Grant Application and accept the grant award by authorizing the Chairman's signature on Grant No. CNA20-405.

### Conclusion

The Gila County Globe Regional Constable is requesting the Board to approve the prior submittal of the Equipment Grant Application and accept the grant award by authorizing the Chairman's signature on Contract No. CNA20-405 in the amount of \$18,000 from the Constable Ethics, Standards and Training Board as partial funding to purchase a new pick up truck with the other half of the funding coming from the General Fund. Existing used vehicle B-99 will be returned to the Fleet Department for disposition.

### Recommendation

Constable Ruben Mancha requests that the Board of Supervisors authorize the previous submittal of a Grant Application to the Constable Ethics, Standards and Training Board and accept the grant award in the amount of \$18,000 by authorizing the Chairman's signature on Contract No. CNA20-405.

### Suggested Motion

Information/Discussion/Action to approve the Globe Regional Constable's previous submittal of a FY 2020 Equipment Grant Application to the Constable Ethics, Standards and Training Board and acceptance of the grant award in the amount of \$18,000 as partial funding to purchase a new vehicle by authorizing the Chairman's signature on Grant No. CNA20-405. **(Ruben Mancha)**

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### Attachments

Grant Application

Grant Award CNA20-405

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RUBEN A MANCHA  
GLOBE REGIONAL  
CONSTABLE



1400 E ASH ST  
GLOBE, AZ 85501  
928-402-8758

January 30, 2020

"ORIGINAL – GRANT APPLICATION"

Constable Ethics, Standards, and Training Board  
P.O. Box 13116  
Phoenix, Arizona 85002

RE: Constable Equipment Grant Application

Dear Chairman:

The Globe Regional Constable Office is applying for an equipment grant offered by the Constable Ethics, Standards and Training Board. Enclosed is a copy of the Equipment Grant Application with one (1) original and (1) electronic copy

I am currently looking to replace an aging Gila County vehicle with a new Ford, ½ Ton, 4x4 Full size extended Cab short bed pickup. I have spoken with our County Manager, James Menlove, and he is supportive of my endeavor to seek funding for a replacement vehicle for my Office. He advised me if I could come up with half of the total amount of a new vehicle, Gila County would fund the other half to complete the purchase of the vehicle.

The grant amount we are applying for is \$18,000.00. The total amount quoted by McSpadden Ford Inc. for this vehicle is approximately \$36,000.00. The Gila County Public Works Services Manager will be using this amount for procurement of the vehicle. With this purchase the Globe Regional Constables Office will have two newer vehicles that could be used for the next 5 – 6 years.

Should you have any questions on my grant proposal please do not hesitate to call me, Constable Ruben Mancha at 928-402-8758. If the Constable Ethics, Standards and Training Board requires my attendance at a meeting, I will be more than happy to attend. Thank you in advance for your consideration of this grant.

Respectfully yours,

Ruben Mancha,  
Globe Regional Constable

## **Original Grant Application Package Materials**

### **A Statement of Application Eligibility**

#### **INSTRUCTIONS:**

Please describe the nature of your organizational and explain how you are eligible to apply for the Board Equipment Grant Program. Please limit your response to no more than 1,000 words and attach as exhibits accompanying documentation of your eligibility.

Globe Regional Constables Office is in Globe, Arizona and is a duly elected official authorized in his position to act in his capacities as the officer of the Globe Regional Justice Court.

## **B. Project Proposal Form**

### **INSTRUCTIONS:**

1. A detailed description of the proposed project.
  2. An explanation of needs for the equipment purchases.
  3. An explanation of outcomes to be expected from the funding proposal.
  4. An explanation of how grant funds will be used (this is not a substitute for the project budget required in Section IV.C).
- 
1. The proposed grant would be used to purchase a Constable vehicle to be used in the Globe Regional Justice Court jurisdiction.
  2. This would negate the Constable, while performing his daily duties, from using a currently assigned county vehicle with high mileage and needing constant repairs or a personal vehicle.
  3. The outcome of the project will be a new Constable vehicle thereby eliminating the use of a personal vehicle and the associated wear and tear.
  4. Grant funds will be used to pay for half of the new vehicle cost.

## C. Project Budget

### INSTRUCTIONS:

Please submit a detailed budget for the project, including specifically:

1. The FY 20 equipment grant objectives that relate to this project and funding; identify a projected date for accomplishing each task associated with expending the funding.
  2. A description and outline of equipment to be purchased if granted funding.
  3. The projected number of constables to benefit from the proposed equipment purchases.
  4. All estimated expenditures (including tax) from three (3) DIFFERENT VENDORS FOR EACH TYPE OF ITEM TO BE PURCHASED. You must also attach all supporting bid documentation.
  5. All funding sources and amounts that will be utilized to complete this project by the projected completion date.
- 
1. Projected date for the purchase of a vehicle will be no later than December 28, 2020.
  2. The equipment to be purchased will be a Ford, ½ Ton, 4x4 Full size extended Cab Short Bed Pickup.
  3. This purchase will benefit the Globe Regional Constable.
  4. Pricing was quoted by McSpadden Ford Inc. at \$36,000.00. Gila county is only using this for procurement. The quote provided is from a Gila County contracted vendor.
  5. The Globe Constable is requesting half of the cost of the vehicle (\$18,000.00) with the remainder to be paid by Gila County.
  6. The total amount requested from the CESTB is \$18,000.00.



## **D. Project Performance Measures**

### **Instructions:**

Please identify performance measurements that you will use to illustrate the outcomes of your proposal, if selected for funding. The following performance measures must be included at a minimum for consideration. The performance measurements you identify in this section, as approved by the Board, will become provisions of your grant contract if the Applicant is selected as a Board Equipment Grant Program Grantee.

The performance measurements must demonstrate how the proposed project will meet the program goals described in this Request for Grant application. Minimum performance measurements for each project shall include:

1. The total number of constables and deputy constables that will benefit from the equipment funding.
  2. The estimated savings to your government entity that would result from awarding the requested grant;
  3. How the safety of the constable and deputy constable would be improved by awarding the requested grant; and
  4. How the execution of constable duties would be improved by awarding the requested grant.
- 
1. This will benefit the Globe Regional Constable Office.
  2. The saving to Gila County will be half the cost of a new vehicle for the Constable Office.
  3. The safety of the constable and the deputy constable will be improved by having a newer vehicle to do their jobs.
  4. The execution of Constables duties would be improved by providing a highly reliable and dependable vehicle to perform the duties of the office.

## FY20 Application Checklist

Be sure to comply with all the information in order for your application to be considered for funding.

1. Submit one (1) completed, signed original of this grant application marked "ORIGINAL" in a sealed envelope or box, addressed to the Board as provided in this Request for Grant Applications.
2. Submit one (1) electronic copy of this completed grant application on a thumb drive marked "COPY" submitted in the same sealed envelope or box addressed to the board as provided in this Request for Grant Applications.
3. Ensure your application addresses all questions and submits all requested justification materials in this application.
4. Deliver or mail in time to arrive by February 10, 2020.

Signed:



Name and Title of Signatory

RUBEN MANCHA, GLOBE REGIONAL CONSTABLE

Date Signed

1/30/2020



**State of Arizona  
Constable Ethics, Standards & Training Board**

February 13, 2020

Constable Ruben Mancha  
Globe Regional Constable  
1400 E Ash St  
Globe, AZ 85501

Dear Constable Mancha:

Congratulations. Your recent application to the State of Arizona's Constable Ethics, Standards & Training Board equipment grant program for the purchase of a **Vehicle** has been approved for funding in the amount of **\$18,000**.

In order to advance your project and receive funding, the requisite contracts must be completed and executed by the authorized individual in your county.

Please find enclosed two (2) original copies of the Grant Award Contract for Grant No. **CNA20-405**. Both originals must be completed and signed by the authorized individual in your county. Return one signed original to the Constable Ethics, Standards & Training Board at the above listed address and retain one original for the county's records. Upon receipt, funds will be encumbered for your projects and, as called for in your approved proposals, funds will be released to advance your project.

Be sure to review all pages of the contract and ensure that all necessary information is returned. Incomplete contracts will further delay the release of funds for your project.

We must also verify the correct mailing address for grant payments is registered in the state's AFIS system. Currently on file is **Gila County Finance 1400 E Ash Street, Globe, AZ 85501**. If this is the correct address you don't need to do anything further. If you need the payment mailed elsewhere, please email us at [cestb@azcapitolconsulting.com](mailto:cestb@azcapitolconsulting.com) to request a new W9 form to list the appropriate address payments will need to be mailed to so they can be properly recorded in your county.

When requesting funds, please refer to the requirements in the deliverables section on pages 7 & 8 of the contract.

Again, congratulations on your funding award.

Sincerely,

A handwritten signature in blue ink, appearing to read "Tracy Unmacht".

Tracy Unmacht  
Administrator

PO Box 13116, Phoenix, AZ 85002  
Phone: (602) 343-6280 Fax: (602) 712-1252  
[cestb@azcapitolconsulting.com](mailto:cestb@azcapitolconsulting.com) / <https://cestb.az.gov>





ORIGINAL

**CONSTABLE ETHICS,  
STANDARDS & TRAINING BOARD  
GRANT AWARD CONTRACT  
GRANT NO. CNA20-405**

**Project Title:** Vehicle Purchase

**Grant Award Amount:** \$ 18,000.00

**This Agreement Shall Become Effective:** Upon the date a fully-executed original is received by the Constable Ethics, Standards and Training Board ("Board").


**Termination Date:** June 30, 2020. This agreement expires on this date unless prior written approval for an extension has been obtained from the Board. The Board in its sole discretion may approve an extension to further the goals and objectives of this Grant Award Contract, and to determine the length of any extension..

**TERMS OF AGREEMENT**

This Grant Award Contract is entered into by **GILA COUNTY (GRANTEE)**, and the **BOARD**, through its Chairman pursuant to authority granted to the Board by A.R.S. § 22-137 and A.R.S. § 22-138 and in accordance with A.R.S. § 41-2701 *et seq.* The parties agree to fulfill the terms and conditions of this Grant Award Contract and to abide by all contractual terms, statutes and regulations governing the expenditure of Board funds.

This Grant Award Contract shall constitute the entire agreement between the parties, superseding any and all other oral or written understandings.

The parties hereto agree to carry out the Provisions of this Grant Award Contract.

GRANTEE		BOARD	
Signature of Authorized Individual	Date	Signature of Authorized Individual	Date
		 <u>Scott Blake</u>	<u>02.13.2020</u>
Typed Name & Title (BELOW):		Typed Name & Title (BELOW):	
		Scott Blake Chairman	



### Definitions

As used throughout this Grant Award Contract, including the General Provisions and the Scope of Work, the following terms shall have the meaning set forth below:

1. "Board" means the State of Arizona Constable Ethics, Standards & Training Board.
2. "Chairman" means the agency head of the Board or a person duly authorized by the Chairman to act on the Chairman's behalf.
3. "Deliverables" means the reports, documentation, and other materials developed for submission to the Board by the Grantee in the course of the Grantee's performance under this Grant Award Contract.
4. "Grant Application" means the application filed by the Grantee upon which this Grant Award Contract was awarded.
5. "Grant Award Contract" means this Grant Award Contract between the Board and Grantee.
6. "Grant Award Contract Amendment" means a written document, signed by an authorized representative of both parties for the purpose of making changes to the Grant Agreement.
7. "Grantee" means the county, person, firms, or organization performing the work or delivering the items described in this Grant Award Contract.
8. "Records" means all books, accounts, reports, receipts, files and other records relating to this Grant Award Contract.
9. "Scope of Work" means that part of this Grant Award Contract that describes the work to be performed by the Grantee to accomplish the Project purpose under this Grant Award Contract. If the Scope of Work conflicts with the General Provisions, the terms of the Scope of Work shall govern.
10. The use of the word "shall" means the action described is mandatory under this Grant Award Contract and/or applicable law.
11. "State" means the State of Arizona, including the Board.

### General Requirements

1. Governing Law and Dispute Resolution This Grant Award Contract shall be governed by and constructed in accordance with the laws of the State of Arizona. Disputes arising during the performance of this Grant Award Contract will be resolved to the maximum extent possible through cooperation and coordination of the Grantee and the Board. If the parties are unable to resolve their differences by agreement, the parties agree to resolve all disputes arising out of or relating to this Grant Award Contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes. Any litigation regarding this Grant Award Contract must be maintained in Arizona courts, except as pertaining to disputes which are subject to arbitration.
2. Terms of this Grant Award Contract The terms of the Request for Grant Applications that led to the grant award incorporated in this Grant Award Contract are hereby incorporated into this Grant Award Contract by this reference, except that to the extent there is any conflict between the terms of the Request for Grant Applications and this Grant Award Contract, the terms of this Grant Award Contract shall prevail and shall govern the terms of the parties' obligations to each other.
3. Licenses, Permits and Authorizations Grantee shall obtain and maintain all licenses, permits and authorizations necessary to perform its obligations under this Grant Award Contract; and is responsible for compliance with all applicable local, state, and federal laws.
4. Modification and Amendment This Grant Award Contract may be modified only by a written Grant Award Amendment signed by Chairman of the Board or by another person authorized in writing by the Board to act on behalf of the Board.



5. Antitrust Claims Grantee assigns to the Board any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to Grantee in exchange for grant funds provided under this Grant Awards Contract.
6. No Assignment No rights or interest in this Grant Award Contract shall be assigned by Grantee without prior written approval of the Board.
7. No Political Activities Grantee agrees that no funds provided or personnel employed under this Grant Award Contract shall be in any way engaged in conduct of political activities in violation of 5 U.S.C. § 1502.
8. Conflict of Interest Grantee certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner with the performance of services required under this Grant Award Contract.
9. Assessments, Evaluations and Information or Data Collection Grantee agrees to cooperate and participate with any and all assessments, evaluations or information or data collection requests.
10. Privacy Laws Grantee assures that it will comply with all state and federal laws regarding privacy during the course of this award.
11. Immigration Laws As required by A.R.S. § 41-4401, each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Each party further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the e-verify program. If either party uses any subcontractors in performance of the agreement, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the e-verify program. A breach of this warranty shall be deemed a material breach of this Grant Award Contract subject to penalties up to and including termination of this Grant Award Contract. 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.
12. Severability If any provision of the Grant Award Contract is held invalid, the remainder of this Grant Award Contract shall not be affected thereby and all other parts of this Grant Award Contract shall be in full force and effect.
13. Relationship of Parties The parties agree that the Grantee shall not be considered an employee, associate, partner, officer, joint venture, or agent of the Board or the State as a result of this Grant Award Contract. The Grantee is solely responsible for the planning, design, scope, and implementation of the Scope of Work funded through this Grant Award Contract. Neither the Board nor the State is responsible for any liabilities resulting from the Grantee's planning, design, Scope of Work, implementation or performance of the Scope of Work funded through this Grant Award Contract.
14. No Waiver Either party's failure to insist on strict performance of any term or condition of this Grant Award Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
15. Records Retention Pursuant to A.R.S. §§ 35-214 and 35-215, Grantee shall retain and shall contractually require each contractor and subcontractor to retain all records relating to this Grant Award Contract for a period of five



years after completion of the Grant Award Contract and until any litigation, claim, negotiation, audit, cost recovery, or action involving the records has been completed. All records shall be subject to inspection and audit by the Board at reasonable times. Upon request, the Grantee shall produce the original of any or all such records at the offices of the Board.

16. Stop Work Notice In the event of unapproved changes in the Scope of Work, performance or changes outside the scope of the Grant Award Contract, illegal or unpermitted activities, or other material discrepancies between the Grant Award Contract and the Grantee's activities, the Board reserves the right to issue notice to the Grantee to stop work. The notice will further specify that the Board will not approve resumption of performance or further payments until the issue or issues identified in the stop work notice have been resolved to the satisfaction of the Board.
17. Period The Board agrees to reimburse Grantee for work activities performed during the time this Grant Award Contract is in effect. The Board is not required to reimburse Grantee for any work activities initiated prior to execution of this Grant Award Contract or after this Grant Award Contract is no longer in effect. The Board may extend the time this Grant Award Contract is in effect, if requested by the Grantee by executing a Grant Award Contract Amendment.
18. Contractors, Subcontractors and Consultants Contractors, subcontractors or consultants may be used in the performance of tasks described in the Scope of Work of this Grant Award Contract. The Grantee shall not enter into any contract or subcontract under this Grant Award Contract without consideration for impact on the project. The Grantee shall report any contract or subcontract awards or changes as part of that calendar year's narrative report. Any contractor, subcontractor or consultant participating in this Grant Award Contract shall comply with the terms and conditions of this Grant Award Contract, as set forth in the general provisions and Scope of Work. Should the Grantee utilize any contractors, subcontractors or consultants, Grantee agrees to supply all such contractors and subcontractors with copies of this Grant Award Contract and the Request for Grant Application that led to this Grant Award Contract, and to obtain the written agreement of each such contractor or subcontractor to follow and be bound by all terms of this Grant Award Contract.

### **Indemnification**

1. Notwithstanding any provision of this Grant Award Contract to the contrary, the Board is not authorized to indemnify Grantee or its contractors and/or subcontractors.
2. Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnatee") from and against any and all claims, losses, liability, costs, or expenses, including reasonable attorney's fees (hereinafter referred to as "Claims") arising out of the bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnatee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees or volunteers. The Grantee shall indemnify and hold harmless the Board and the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Grant Award Contract performance or use by the Board of materials furnished or work performed under this Grant Award Contract. In consideration of the award of this Grant Award Contract, the Grantee agrees to waive all rights of subrogation against the Board and the State, their officers, officials, agents, and employees for losses arising from the work performed by the Grantee and the Board. However, if the Grantee is a State agency, board, commission, political subdivision of the State, or a university of the State, this paragraph shall not apply.
3. Should the Grantee utilize contractor(s) and/or subcontractor(s), the indemnification clause between Grantee and its contractor(s) and subcontractor(s) shall include the following:

Contractor shall indemnify, defend, save, and hold harmless Grantee, the Arizona Constable Ethics, Standards and Training Board, and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions,



universities, officers, officials, agents, and employees (hereinafter referred to together as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and cost 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 such 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 such contractor from and against any and all claims. It is agreed that such contractor shall be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. Additionally, on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona and the Arizona Constable Ethics, Standards and Training Board, and their departments, agencies, boards, commissions, universities, political subdivisions, officers, officials, agents and employees as additional insureds, and also include a waiver of subrogation in favor of the State, the Arizona Constable Ethics, Standards and Training Board, and the other foregoing State entities and persons. Insurance requirements for any contractor or subcontractor used by Grantee are incorporated herein by this reference and attached to this Grant Award Contract as Exhibit "A".

### **Termination of Grant Award Contract**

1. Suspension or Debarment The Board may, by written notice to the Grantee, immediately terminate this Grant Award Contract if the Board determines that the Grantee has been debarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Execution of this Grant Award Contract shall attest that the Grantee is not currently suspended or debarred. If the Grantee becomes suspended or debarred, the Grantee shall immediately notify the Board.
2. Termination for Convenience The Board reserves the right to terminate this Grant Award Contract in whole or in part at any time, when in the best interests of the Board, without penalty or recourse. Upon receipt of written notice of termination, the Grantee shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the Board. In the event of termination under this paragraph, all documents, data and reports prepared by the Grantee under this Grant Award Contract shall become the property of and be delivered to the Board. The Grantee shall be entitled to receive reimbursement for work completed and materials accepted before notification of termination. The Board is under no obligation to continue reimbursement for any work activities undertaken after notification of termination.
3. Termination for Default The Board reserves the right to terminate this Grant Award Contract in whole or in part due to the failure of the Grantee to comply with any term or condition of this Grant Award Contract or to acquire and maintain all required insurance policies, bonds, licenses and permits. The Board shall provide written notice of the termination and the reasons for it to the Grantee.
4. Non-Availability of Funds Every payment obligation of the Board under this Grant Award Contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Grant Award Contract, this Grant Award Contract may be terminated by the Board at the end of the period for which funds are available. No liability shall accrue to the Board in the event this provision is exercised, and the Board shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
5. Continuation of Work Activities After Termination Termination of this Grant Award Contract does not prohibit the Grantee from independently continuing work on the project, but any such independent continuation is solely the responsibility of the Grantee.



6. Cancellation for Conflict of Interest Pursuant to A.R.S. § 38-511, the Board may cancel this Grant Award Contract within 3 years after Grant Award Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Grant Award Contract on behalf of the Board is or becomes at any time while the Grant Award Contract or an extension of the Grant Award Contract is in effect an employee of or a consultant to any other party to this Grant Award Contract with respect to the subject matter of the Grant Award Contract. The cancellation shall be effective when the Grantee receives written notice of the cancellation unless the notice specifies a later time. If the Grantee is a political subdivision of the State, it may also cancel this Grant Award Contract as provided in A.R.S. § 38-511.

### **Non-Discrimination**

The Grantee shall comply with Executive Order 2009-09, which mandates that during the performance of this Grant Award Contract, the Grantee and its contractors and subcontractors will not discriminate against any employee or applicant for employment because of race, age, color, religion, sex or national origin. The Grantee and its contractors and subcontractors will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, age, color, religion, sex or national origin. Such action shall include, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Grantee and its contractors and subcontractors shall post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this non-discrimination clause. Grantee agrees to ensure that the provisions of this paragraph are included in all of its contracts with contractors and subcontractors relating to this Grant Award Contract.

### **Payments**

1. Use of Grant Funds Grantee agrees that grant funds will be used in accordance with the terms of this Grant Award Contract. Awarded grant funds shall be used solely for eligible purposes as approved by the Board. Line item funding is considered estimates of costs; however, the total project costs are considered exact and shall not be exceeded by the Grantee unless this Grant Award Contract is amended in a Grant Award Contract Amendment. Substandard performance by Grantee of its obligations under this Grant Award Contract as determined by the Board will constitute noncompliance with this Grant Award Contract. Any deviation or failure to comply with the purpose and/or conditions of this Grant Award Contract by Grantee without prior written approval of the Board may constitute sufficient reason for the Board to terminate this Grant Award Contract, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds that are determined by the Board to have been spent in violation of the purpose or conditions of this Grant Award Contract.
2. Actual Cost, Reimbursement and Advance All payments made under this Grant Award Contract shall be by actual cost.
  - a. Payments under the Grant Award Contract shall be by actual cost and reimbursement. The Grantee is eligible for reimbursement of actual expenses incurred that are necessary to complete tasks as specified in the Scope of Work.
  - b. The Grantee may request advance payment of partial grant funds. The Grantee shall submit written justification to the Board explaining the need for a funding advance and detailed documentation justifying the amount of the advance requested. Funding advances will be subject to Board approval. If advance payment is made, the Grantee shall demonstrate that all advanced monies have been expended prior to requesting reimbursement for other allowable expenses. Additionally, Grantee must reimburse the Board any advances paid that were in excess of actual costs of implementing the grant project.



3. Conditions of Payment Each payment is conditioned upon receipt and approval by the Board of the deliverable(s) specified in the Scope of Work and shall be accompanied by reasonable assurance (documentation, receipts, invoices, etc.) that the goods and services for which payment is requested were actually received and performed. The Board has the right to disallow contributions determined inappropriate or unreasonable. The Board shall have a minimum of thirty (30) working days to approve the deliverable(s) and payment request forms.
4. Default If the Board determines that the Grantee is in default in the performance of any obligation under this Grant Award Contract, the Board may either adjust the amount of payment or withhold payment until satisfactory resolution of the default.
5. IRS W-9 If Grantee is not a political subdivision of the State, in order to receive payment under any resulting Grant Award Contract, the Grantee shall have a current IRS-W9 Form on file with the Board.
6. Recoupment of Payments The Grantee shall reimburse the Board for all grant funds determined by the Board not to have been spent in accordance with the terms of this Grant Award Contract.

### **Ownership of Information**

Title to all documents, reports and other materials prepared by the Grantee in performance of this Grant Award Contract shall rest in the Board, except for copyrighted material prepared in advance of this Grant Award Contract by the Grantee at the expense of the Grantee. The Board shall have full and complete rights to reproduce, duplicate, disclose, publish, advertise, perform and otherwise use all documents, reports and other materials prepared under this Grant Award Contract, except for copyrighted material. The Grantee shall have full and complete rights to reproduce, duplicate, disclose, publish, advertise, perform and otherwise use all documents, reports and other materials prepared under this Grant Award Contract.

### **Notices**

Whenever notice is required pursuant to this Grant Award Contract, such notice shall be in writing and shall be directed to the persons and addresses specified for such purpose in the Scope of Work, or to such other persons and addresses as either party may designate to the other party in writing. Unless otherwise set forth in this Grant Award Contract, notice shall be delivered in person or by certified mail, return receipt requested. Notices, correspondences and payments on behalf of the Board to the Grantee shall be sent to:

- Grantee Name: \_\_\_\_\_
- Grantee Mailing Address: \_\_\_\_\_
- Grantee City: \_\_\_\_\_
- Grantee Zip Code: \_\_\_\_\_
- Grantee Telephone Number: \_\_\_\_\_
- Grantee Fax Number: \_\_\_\_\_
- Grantee E-Mail Address: \_\_\_\_\_

Notices, correspondence, data, analyses, inquiries, invoices, technical reports and other information, including all Deliverables from the Grantee to the Board shall be sent to:

- Constable Ethics Standards & Training Board  
PO Box 13116  
Phoenix, Arizona 85002  
Telephone: 602-343-6280  
Facsimile: 602-712-1252  
E-mail: cestb@azcapitolconsulting.com

### **Deliverables**

1. Included with every reimbursement or payment request, the Grantee shall submit to the Board a budget report and a brief narrative report. A paper copy of the budget and narrative reports shall be mailed to the Board. The reports shall include, but are not limited to, budget expenditures, in-kind expenditures, and a brief narrative of the project's progress, as applicable. Grantee must obtain Board pre-approval before any funds are relocated within the original/approved budget in the grant application. The Grantee is responsible for responding to any inquiries from the Board.
2. The Grantee shall identify the grant contract number in all reports submitted to the Board.
3. On a quarterly basis, until the project is completed and the Grant Award Contract is terminated, the Grantee shall submit to the Board a budget report and narrative report. The reports shall include, but are not limited to, budget expenditures, in-kind expenditures and a narrative detailing how grant funds were used to achieve project objectives to date as outlined by the Grantee in the grant application. Reports must be sent to the Board by the last day of each quarter following the execution of the Grant Award Contract.
4. At the end of the project, a final budget and final narrative report must be submitted and approved by the Board. The final narrative report shall include at a minimum: a summary of the project goals and objectives, project results or outcomes (including any data or photos), aspects of the project that worked well and things that did not work well, any public involvement and coordination, how the project has advanced the program goals, and how the project has benefited the State. The Board will not disburse final payment until the final report and all requirements of the Grant Award Contract have been fulfilled. All remaining grant funds or outstanding grant funds must be reconciled.
5. The Grantee shall include the following language in all reports prepared for this Grant Award Contract and in any publication of reports or results generated with the financial support of the Board:
  - a. "The Constable Ethics Standards & Training Board has funded all or a portion of this Project."
  - b. "The views or findings presented are the Grantee's and do not necessarily represent those of the State, or the Constable Ethics Standards & Training Board."



**SCOPE OF WORK**  
**ADDENDUM A**

The Scope of Work for this project is bound to the provisions of the approved grant application which is incorporated into this agreement as Addendum A. All project tasks and costs must coincide with the approved grant application.

**ARF-5897**

**Regular Agenda Item 3. C.**

**Regular BOS Meeting**

Meeting Date: 03/10/2020

Submitted For: Mary Springer, Finance Director

Submitted By: Mary Springer, Finance Director

Department: Finance

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Information

Request/Subject

Adoption of Resolution No. 20-03-01 supports the application for a pass-through grant on behalf of the Hellsgate Fire District from the Tonto Apache Tribe in the amount of \$25,449 for critical hose replacement program for the Fire District.

Background Information

The passage of Proposition 202 by the voters of Arizona in November 2002 set the stage for new gaming compacts between the State and the respective tribes. An important provision of Proposition 202 was the sharing of gaming revenues with the State. A portion of the revenue to be shared can be retained by a tribe and distributed itself. Specifically, Proposition 202 states: "The Tribe shall make twelve percent (12%) of its total annual contribution under Section 12(B) in either or both of the following forms: Distributions to cities, towns, or counties for government services that benefit the general public, including public safety, mitigation of the impacts of gaming, or promotion of commerce and economic development. Deposits to the Commerce and Economic Development Commission Local Communities Fund established by A.R.S. Section 41-1505.12." The Tonto Apache Tribe has opted for option one (above) and therefore distributes these "12 percent" funds directly to cities, towns, or counties through our State Shared Revenue Grants Program. Since the law requires that all funds be distributed to cities, towns, and counties, the other potential grantees are required to cooperate with either a city, town or county entity to receive any grant funding and act as a pass-through for the other agencies. This process is used throughout Arizona with Tribal Governments that choose to directly distribute a portion of their gaming funds. Cities, towns and counties are asked to provide resolutions accepting these grants and acting as pass-through agencies for non-municipal entities that are successful grant recipients. Hellsgate Fire District has applied to the Tonto Apache Tribe for \$25,449 for a critical hose replacement program. According to the grant

application, a resolution from a county or municipality is required stating proof of support and sponsorship and that the county or municipality will act as a pass-through agency for the grant funds.

### Evaluation

Due to the short timeframe in which to submit the grant application, Hellsgate Fire District submitted the grant application to the Tonto Apache Tribe. They have requested this resolution, so they can comply with the grant requirements and the County can receive the grant award on their behalf. The Hellsgate Fire District serves a total of 38 square miles, with the target population of nearly 20,000 local community members and over 100,000 visitors to local forests in the surrounding area. They are situated between the Town of Payson Fire Department and the Christopher-Kohls Fire Department and have automatic aid agreements with both. The critical hose replacement program is essential to have field-ready equipment when needed.

### Conclusion

Hellsgate Fire District has a need for funding to support their critical hose replacement program. Hellsgate Fire District received notification on January 29, 2020, that the Tonto Apache Tribe approved their request and asks that the Board of Supervisors adopt a resolution supporting the grant award and act as the pass-through agent on behalf of the Hellsgate Fire District.

### Recommendation

Staff recommends adoption of Resolution No. 20-03-01 and acceptance of a pass-through grant on behalf of the Hellsgate Fire District from the Tonto Apache Tribe in the amount of \$25,449 for critical hose replacement program for the Hellsgate Fire District.

### Suggested Motion

Information/Discussion/Action to adopt Resolution No. 20-03-01 agreeing for Gila County to be the pass-through entity on behalf of the Hellsgate Fire District (District) for a grant awarded to the District by the Tonto Apache Tribe in the amount of \$25,449 to be used for the District's Critical Hose Replacement Program. **(Mary Springer/John Wisner)**

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### Attachments

Resolution No. 20-03-01

Grant Application Packet

Tonto Apache Grant Award

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**RESOLUTION NO. 20-03-01**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF  
GILA COUNTY, ARIZONA IN SUPPORT OF A GRANT  
APPLICATION TO THE TONTO APACHE TRIBE FOR THE  
HELLSGATE FIRE DISTRICT.**

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

**WHEREAS**, the Hellsgate Fire District has submitted an application for a grant from the Tonto Apache Tribe in the amount of \$25,449; and,

**WHEREAS**, the Hellsgate Fire District is in need of this supplemental funding to support their critical hose replacement program for Hellsgate Fire District; and,

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

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

**PASSED AND ADOPTED** this 10<sup>th</sup> day of March 2020, at Globe, Gila County, Arizona.

**GILA COUNTY BOARD OF SUPERVISORS**

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Woody Cline, Chairman

Attest:

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Marian Sheppard, Clerk of the Board

Approved as to form:

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The Gila County Attorney's Office





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November 8, 2019

**Tonto Apache Tribal Council**

Tonto Apache Reservation 30  
Payson, Arizona 85541

Dear Tonto Apache Tribal Council,

I thank you for the opportunity to speak at your Tribal Council meeting last March where I explained public safety organizations such as the Hellsgate Fire District are eligible to receive tribal gaming revenue grants by working through their county. Hellsgate Fire District has also brought this fact to the attention of Gila County and the Board of Supervisors has been very supportive and agreed to allow the county to receive awards for Hellsgate Fire District and pass them on to Hellsgate for public safety purposes. (See attached minutes and examples of county resolutions.)

As promised, I am bringing this back to your attention and asking that you consider sharing the funds that you have traditionally split between the Town of Payson and Town of Star Valley with the Hellsgate Fire District.

Unlike the towns mentioned, Hellsgate Fire District struggles to generate enough tax revenue to pay for the training and salaries of the firefighters. Each year Hellsgate must hope to make up the difference by getting reimbursed for fighting wildland fires throughout the country. Some years this is enough and some years, like this year, it is not. This funding model leaves nothing to pay for new or replace aging equipment. Hellsgate's only option is to seek grants from any source possible.

As I stated in my letter to you earlier this year, Hellsgate desperately needs to begin replacing much of our fire hose. Particularly, we need to replace the large supply hose that carries water from the fire hydrants to the fire engines. This hose is vital for fighting fires at large buildings or hotels.

I have attached a grant request for your consideration. I have also attached a copy of my earlier letter.

I sincerely appreciate your consideration.

John D. Wisner  
Fire Chief, Hellsgate Fire District

## GRANT APPLICATION 2019

*Pursuant to Tribal/State Gaming Compact Section 12(d) instead of making deposit to the State the Community (Tonto Apache Tribe) may award up to 12% of its annual contribution ("12% Contribution") directly to cities, towns or counties of the Community's choosing. Cities, towns or counties can act as pass-through entities for public safety or other non-profit organizations for the greater public good.*

### APPLICANT INFORMATION

Name of city/town/county/organization: Hellsgate Fire District

Contact Person: John Wisner, Fire Chief

Applicant address: 80 S. Walters Lane

City: Star Valley Zip Code: 85541

Phone number: 928-474-3835 Fax number: 928-468-0300

Email address: [jwisner@hellsgatefire.org](mailto:jwisner@hellsgatefire.org)

If other/non-profit, what city, town or county will you associate? Gila County

Their contact person: Mary Springer, Gila County Finance Director

City/town/county address: 1400 E. Ash Street

City: Globe Zip Code: 85501

Phone number: 928-402-8743 ext. 4392 Fax number:

Email address: [mspringer@gilacountyaz.gov](mailto:mspringer@gilacountyaz.gov)

### REQUEST DETAILS

Program/Project name: Critical Hose Replacement Program

Purpose (check all that apply): ☐ education, ☒ public safety, ☐ health, ☐ environment,  
☐ commerce, ☐ economic development.

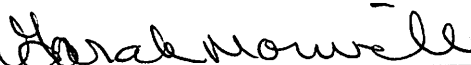
Purpose of grant (brief statement): This project will provide new supply hose for firefighting, replacing old and failing hose.

Beginning and Ending dates or estimate: This project will begin as soon as project is awarded and hose is procured, estimate of early Spring 2020. This project will end after the useful life of the hose is reached, estimate of Spring of 2030.

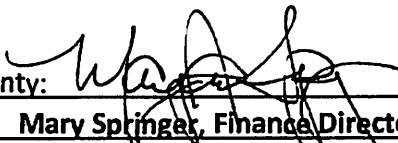
Amount requested: \$8,000.00 Total Cost: \$8,000.00

**Geographic Area Served: Northern Gila Co., Star Valley, surrounding areas and towns.**

*By execution of this Grant Application the undersigned agrees that the information contained in this Application is true to the best of the Applicant's knowledge. The Applicant shall notify the Community if any information in this Application changes.*

**Signature for the applicant:**  **Date:** 11-12-2019

**Typed/Printed Name and Title: Garah Monnich, Chairman**

**Signature for the City/Town/County:**  **Date:** 11-8-19

**Typed/Printed Name and Title: Mary Springer, Finance Director**

## 2019 GRANT NARRATIVE

The Hellsgate Critical Hose Replacement Program will ensure that firefighters have reliable hose to conduct firefighting operations. As our fire engines age, so does the hose on them. It is this hose that firefighters rely on to carry the water to extinguish the fires but also to protect themselves and the public. Each of our large fire engines carries 1000 feet of 5 inch supply line which costs about \$7 each foot. Additionally, our engines carry several smaller lengths of this hose to make shorter connections. Unfortunately, when budgets get strained as they have been at Hellsgate, the cost to replace this hose gets pushed back. This is what prior fire chiefs have had to do to keep the engines on the road. Unfortunately, much of the hose is nearly 20 years old, far beyond the 10 year replacement cycle recommended. This is why it is critical that Hellsgate Fire District secures outside grants to fund this program.

While the first and primary goal of this program will be to replace large hose used to carry water from fire hydrants to fire engines, the ultimate goal will be to eventually replace all old hose and hose appliances used in firefighting over a period of three years. To achieve this goal the Hellsgate Fire District intends to engage any and all potential funding sources.

Our hope is that the program will be favored by the Tonto Apache Tribe through its shared gaming revenue requirements in the Tribal State Gaming Compact. Each year the Tonto Apache Tribe has been generously sharing its revenues with the Town of Payson and the Town of Star Valley with no assurances what it is being spent for the purposes listed in the compact.

Hellsgate will provide assurances that it is being used for the benefit of the general public as required. None of the funds would be used for the financial benefit of firefighters for things such as wages. Hellsgate is required by State statutes to pay for an outside accounting audit each year, which is conducted under government accounting principles. If awarded, Hellsgate Fire District is willing to provide interim and final accounting of all funds awarded, with invoices to Tonto Apache Tribe and or Gila County until any and all granted funds are expended on the equipment the grant was requested for.

This program will benefit the approximately 20,000 Rim Country residents and the many more guests who visit our area annually by ensuring firefighters are responding with the equipment needed to keep them safe.

Hellsgate Fire District is thankful to the Tonto Apache Tribe for its generosity to the community and for its consideration of this request.





*Example of Gila  
County accepting  
for Hellsgate*

RESOLUTION NO. 18-09-04

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA, ACCEPTING A GRANT FROM THE GILA RIVER INDIAN COMMUNITY AS A PASS-THROUGH AGENCY FOR THE HELLSGATE FIRE DISTRICT.**

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

**WHEREAS**, the Hellsgate Fire District is a finalist for a grant award from the Gila River Indian Community in the amount of \$48,025; and,

**WHEREAS**, funding for this grant is provided by a portion of Gila River Casino's annual revenues as a provision of Proposition 202 approved by Arizona voters in 2002, which created gaming compacts between the State of Arizona and Arizona Tribes and the intent of this funding is to support cities, towns and counties in providing government services that benefit the general public; and,

**WHEREAS**, many Indian Nations contribute their portion of funding directly to the State for distribution; the Gila River Indian Community chooses a direct disbursement to local governments; and,


**WHEREAS**, the Hellsgate Fire District is in need of supplemental funding for critical technology upgrades;

**NOW, THEREFORE, BE IT RESOLVED** that the Gila County Board of Supervisors is accepting funding as a pass-through agency for Hellsgate Fire District per the gaming grants requirements of the Gila River Indian Nation.

**PASSED AND ADOPTED** this 25<sup>th</sup> day of September 2018, at Globe, Gila County, Arizona.


Attest:

**GILA COUNTY BOARD OF SUPERVISORS**

  
Marian Sheppard  
Clerk of the Board

  
Tim R. Humphrey, Chairman

Approved as to form:

  
Jefferson R. Dalton  
Deputy Gila County Attorney  
Civil Bureau Chief



Example of Gila  
County support and  
resolution to accept  
and pass-through  
funding to Hellsgate.

RESOLUTION NO. 19-08-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF  
GILA COUNTY, ARIZONA IN SUPPORT OF A GRANT  
APPLICATION TO THE AK-CHIN INDIAN COMMUNITY  
FOR THE HELLSGATE FIRE DISTRICT.

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

WHEREAS, the Hellsgate Fire District has submitted an application for a grant from the Ak-Chin Indian Community in the amount of \$23,641; and,

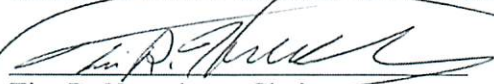
WHEREAS, the Hellsgate Fire District is in need of this supplemental funding to acquire a special all terrain rescue vehicle to enable paramedic firefighters to access, treat and transport patients from remote forests surrounding the Hellsgate Fire District; and,

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

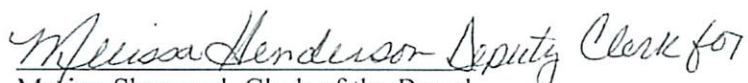
NOW, THEREFORE, BE IT RESOLVED, that the Gila County Board of Supervisors supports and sponsors the grant application for Hellsgate Fire District per the gaming grants requirements of the Ak-Chin Indian Community and further will act as the fiscal agent and accept funding on behalf of the Hellsgate Fire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

PASSED AND ADOPTED this 6<sup>th</sup> day of August 2019, at Globe, Gila County, Arizona.

GILA COUNTY BOARD OF SUPERVISORS

  
Tim R. Humphrey, Chairman

Attest:

  
Melissa Henderson Deputy Clerk for  
Marian Sheppard, Clerk of the Board

Approved as to form:

  
Jefferson R. Dalton, for Charles Shire  
The Gila County Attorney's Office



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

*Example explaining  
that tribal governments  
with casino can give to other  
than cities towns &  
counties by  
pass-through.*

Date: September 25, 2018

*Page 2 Item 2.B.*

**TOMMIE C. MARTIN**  
Member

**MARIAN E. SHEPPARD**  
Clerk of the Board

**TIM R. HUMPHREY**  
Chairman

By: Marian Sheppard  
Clerk of the Board

**WOODY CLINE**  
Vice-Chairman

Gila County Courthouse  
Globe, Arizona

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PRESENT: Tim R. Humphrey, Chairman; Woody Cline, Vice-Chairman; Tommie C. Martin, Member (via ITV); W. James Menlove, County Manager; Jacque Sanders, Deputy County Manager, District Librarian; Jefferson R. Dalton, Deputy Gila County Attorney, Civil Bureau Chief; and Marian Sheppard, Clerk of the Board.

ABSENT: Charles Shire, Deputy County Attorney Senior-Civil; and Melissa Henderson, Deputy Clerk

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

Chairman Humphrey called the work session to order at 10:00 a.m. this date in the Board of Supervisors' hearing room and he asked Eric Mariscal to lead the Pledge of Allegiance.

**Item 2 – REGULAR AGENDA ITEMS:**

**A. Information/Discussion/Action to approve the use of the National Joint Powers Association (Sourcewell) Contract No. 032515-CAT to finance a new 2018 model 120M2 AWD Caterpillar Motor Grader (serial number M9H00559) from Empire Machinery using Caterpillar Financial Services Corporation. This is a payment schedule of eight payments ending in September 2025, under a Governmental Agreement for special financing in the amount of \$299,395.38.**

Steve Sanders, Public Works Division Director, advised that this will be the first time the County has entered into a lease-purchase agreement to purchase CAT heavy equipment. The benefit is that after the lease term of 7 years ends, the County may purchase the equipment at a cost of \$90,240, refinance for another 2 years or return the equipment. The County will be trading in an older CAT piece of equipment toward this lease-purchase. Mr. Sanders added



that there is a sense of urgency for Board approval because the finance rates will go up at the end of the month, so he requested the Board's approval. Vice-Chairman Cline expressed a concern that the County could be penalized should the equipment hours exceed 7,000 hours. Mr. Sanders replied that he does not expect the hours to exceed 7,000; however, he told the Board he would contact CAT representatives to find out about that penalty and report back to the Board. Upon motion by Supervisor Martin, seconded by Vice-Chairman Cline, the Board unanimously approved the use of the National Joint Powers Association (Sourcewell) Contract No. 032515-CAT to finance a new 2018 model 120M2 AWD Caterpillar Motor Grader (serial number M9H00559) from Empire Machinery using Caterpillar Financial Services Corporation.

**B. Information/Discussion/Action to adopt Resolution No. 18-09-04 accepting a pass-through grant on behalf of the Hellsgate Fire District from the Gila River Indian Community in the amount of \$48,025 for critical technology upgrades for the Hellsgate Fire District.**

Jacque Sanders, Deputy County Manager, Librarian, advised that a proposition was enacted into law several years ago whereby tribes that operate gambling casinos were given authority to set up their own grant processes. She advised that tribal entities recognize that other entities besides counties, cities and towns provide critical services. If such an entity makes the final round of the grant application process, a resolution is required to be submitted by a county, city or town. Hellsgate Fire District is requesting the Board to adopt the proposed resolution whereby the County agrees to be a pass-through entity if funds are granted. Ms. Sanders advised that this would be the first time that Gila County would be a pass-through entity; however, it has been done in other Arizona counties. Upon motion by Vice-Chairman Cline, seconded by Supervisor Martin, the Board unanimously adopted Resolution No. 18-09-04. **(A copy of the Resolution is permanently on file in the Board of Supervisors' Office.)**

**C. Information/Discussion to consider the future use of County-owned property located off Highway 260 in Payson.**

James Menlove, County Manager, advised that the Board has been involved in a discussion for quite some time about locating additional courtroom space in Payson to conduct jury trials. He asked Mr. Sanders to provide some information on this property that is owned by the County. Mr. Sanders advised that years ago the Gila County Provisional Community College District deeded this property to the County. There is approximately 21 acres of land available for use. Situated in this land, the Town of Payson has one acre of land. Mr. Sanders advised that the County has had preliminary discussions with the Town of Payson staff and the Town has indicated its willingness to work with the County should the County wish to develop this land. The Board, Mr. Menlove and Mr. Sanders entered into a discussion on the possible uses of the

2

land. At the end of the discussion, Mr. Menlove indicated that he had enough information from the Board members to proceed further. He will be talking with court officials, Town of Payson staff and Town of Star Valley staff. He will provide the Board with a formal report at a future Board meeting.

**D. Information/Discussion to consider entering into Intergovernmental Agreements with other governmental agencies for the purchase of fuel.**

Mr. Menlove advised that there are some entities in Gila County that purchase fuel from the County; however, he does not believe current agreements are in place with any of the entities. He stated that the purpose of this agenda item is to ask for Board direction on whether to continue selling to these entities and other governmental entities. Mr. Sanders commented that, to his knowledge, the County entered into Intergovernmental Agreements (IGAs) with the Tonto Basin School District, Young School District and Pleasant Valley Fire Department to sell fuel to those entities. The IGA with the Tonto Basin School District (TBSD) has expired; however, Mr. Sanders advised that the TBSD continues to purchase fuel from the County and they also continue to park their school bus at the County's maintenance yard. There is an IGA in place with the Pleasant Valley Fire District although Mr. Sanders is unsure if the IGA has an expiration date. Mr. Sanders advised that he has found a letter between the County and the Young School District that talks about an IGA for the purchase of fuel from the County; however, he has not found any IGA on file. He further advised that the Tonto Basin Fire District (TBFD) is requesting to purchase fuel from the County. He added that there was an IGA in place at one time with the TBFD; however, the TBFD discontinued purchasing fuel from the County when that IGA expired. The Board entered into a discussion with Mr. Sanders on the amount of fuel purchased annually from each of the entities. Mr. Sanders asked for guidance from the Board on whether to continue to provide to those entities currently being provided fuel by the County until a new agreement can be put into place with each of them and whether to consider other requests such as has been received from the TBFD. Chairman Humphrey expressed a concern that the County would be negatively affecting other local businesses that sell fuel. Mr. Menlove asked Mr. Sanders if the County must pay HURF (Highway User Revenue Fund) taxes on the fuel that is sold to these entities. Mr. Sanders replied that he does not know that answer, but he will find out the answer to this question and other questions and report back to the Board. Mr. Menlove suggested that the County continue selling fuel to the Tonto Basin School District, Young School District and Pleasant Valley Fire Department until the Board receives a comprehensive report on how these fuel sales affect the County, and not sell to any new entities at this time to which the Board agreed.

**E. Information/Discussion and introduction of a potential employee performance appraisal software system for Gila County.**

Ms. Sanders advised that Shelley McPherson, Human Resources Director, was unable to present this agenda item because she has federal jury duty for the next couple of weeks. Ms. Sanders proceeded to provide a PowerPoint presentation of a potential online employee performance appraisal system for Gila County. She stated that this presentation is the introduction of the proposed system and a comprehensive review of the system will soon be presented to the Board of Supervisors. Of the three companies that were contacted by the Human Resources Department, PerformancePro was the chosen system. The system has the ability to: allow the employee to do a self-appraisal to enhance conversation with their supervisor; run reports such as turnover and payroll increase reports for all or by office/department; review and update job descriptions yearly (with approval); route the finished appraisal for all approval signatures; and update the process departmentally and or countywide as needed by Human Resources. Ms. Sanders added that if the Board of Supervisors chooses PerformancePro, it will: set up all employees in the system along with all job descriptions; design the appraisal to the County's specifications; train 3 Human Resources employees for administration; train 25 or more supervisors and record the session for all others; and train 25 employees and record the session for all others for use at employee orientation. Ms. Sanders answered some questions from the Board members. Mr. Menlove commented that he is in favor of the PerformancePro system because it has a lot of flexibility. At 11:22 a.m., Mr. Menlove announced that he would be leaving the meeting for another engagement. Ms. Sanders concluded the presentation by stating that this system costs approximately \$25,000 for the first year and about half that amount annually for maintenance costs. The Board thanked Ms. Sanders for the presentation.

**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.**

No comments were offered by 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.**


Each Supervisor and the Deputy County Manager presented a summary of current events.

There being no further business to come before the Board of Supervisors, Chairman Humphrey adjourned the meeting at 11:43 a.m.

APPROVED:

  
Tim R. Humphrey, Chairman

ATTEST:

  
Marian Sheppard, Clerk of the Board





January 29, 2019

Chief John Wisner  
Hellsgate Fire Department  
80 S. Walters Lane  
Star Valley, AZ 85541


Dear. Chief Wisner:

I enjoyed meeting with you today to let you know of the decision by Tribal Council and this office to approve your grant request to fund the Hellsgate Critical Hose Replacement Program in the amount of \$25,449.00. These funds became available through the 12(d) Tribe/State Gaming Compact requirements related to distributions by Tribes to Cities, Towns and Counties.

As we discussed today, you will get on the agenda of a meeting of the Board of Supervisors of Gila County so that they can pass a resolution to act as a pass-through agency to accept the grant from the Tonto Apache Tribe.

I look forward to meeting the Hellsgate Fire District Board Members at this time. I appreciate the work and dedication of your firefighters and board members in their service to the Rim Country Community.

Sincerely,

  
Hubert Nanty  
General Manager  
HN/pw

## GRANT APPLICATION 2019

*Pursuant to Tribal/State Gaming Compact Section 12(d) instead of making deposit to the State the Community (Tonto Apache Tribe) may award up to 12% of its annual contribution ("12% Contribution") directly to cities, towns or counties of the Community's choosing. Cities, towns or counties can act as pass-through entities for public safety or other non-profit organizations for the greater public good.*

### APPLICANT INFORMATION

Name of city/town/county/organization: HellsGate Fire District

Contact Person: John Wisner, Fire Chief

Applicant address: 80 S. Walters Lane

City: Star Valley Zip Code: 85541

Phone number: 928-474-3835 Fax number: 928-468-0300

Email address: [jwisner@hellsgatefire.org](mailto:jwisner@hellsgatefire.org)

If other/non-profit, what city, town or county will you associate? Gila County

Their contact person: Mary Springer, Gila County Finance Director

City/town/county address: 1400 E. Ash Street

City: Globe Zip Code: 85501

Phone number: 928-402-8743 ext. 4392 Fax number:

Email address: [mspringer@gilacountyaz.gov](mailto:mspringer@gilacountyaz.gov)

### REQUEST DETAILS

Program/Project name: Critical Hose Replacement Program

Purpose (check all that apply): ☐ education, ☒ public safety, ☐ health, ☐ environment,

☐ commerce, ☐ economic development.

Purpose of grant (brief statement): This project will provide new supply hose for firefighting, replacing old and failing hose.

Beginning and Ending dates or estimate: This project will begin as soon as project is awarded and hose is procured, estimate of early Spring 2020. This project will end after the useful life of the hose is reached, estimate of Spring of 2030.

Amount requested: \$8,000.00 Total Cost: \$8,000.00

Geographic Area Served: Northern Gila Co., Star Valley, surrounding areas and towns.

*By execution of this Grant Application the undersigned agrees that the information contained in this Application is true to the best of the Applicant's knowledge. The Applicant shall notify the Community if any information in this Application changes.*

Signature for the applicant: \_\_\_\_\_ Date: \_\_\_\_\_

Typed/Printed Name and Title: Garah Monnich, Chairman

Signature for the City/Town/County: \_\_\_\_\_

Date:

11-8-19

Typed/Printed Name and Title: Mary Springer, Finance Director

**ARF-5936**

**Regular Agenda Item 3. D.**

**Regular BOS Meeting**

Meeting Date: 03/10/2020

Submitted By: Maryn Belling, Budget Manager

Department: Finance

Fiscal Year: 2019

Budgeted?: Yes

Contract Dates through 6/30/2019

Grant?: No

Begin & End:

Matching No

Fund?: New

Requirement?:

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Information

Request/Subject

Approve budgeted and unbudgeted fund transfers from FY 2019.

Background Information

During the course of routine business, the Finance Department prepares fund transfers. The Finance Department shall bring forth each year the transfers for the Board's review, discussion and approval to remain compliant with A.R.S.§42-17106.

A.R.S.§42-17106. Expenditures limited to budgeted purposes; transfer of monies. A. Except as provided in subsection B, a county, city or town shall not: 1. Spend money for a purpose that is not included in its budget. 2. Spend money or incur or create a debt, obligation, or liability in a fiscal year in excess of the amount stated for each purpose in the finally adopted budget for that year, except as provided by law, revenue in excess of that amount required to meet expenditures, debts, obligations and liabilities that are incurred under the budget. B. A governing body may transfer monies between budget items if all of the following apply: 1. The monies are available. 2. The transfer is in the public interest and based on a demonstrated need. 3. The transfer does not result in a violation of the limitations prescribed in article IX, sections 19 and 20, Constitution of Arizona. 4. A majority of the members of the governing body votes affirmatively on the transfer at a public meeting.

Evaluation



A.R.S.§42-17106 requires the Board of Supervisors, by majority vote, to approve the budgeted and unbudgeted funds transfers at a public meeting.

Conclusion

In order to be compliant with A.R.S.§42-17106, the Finance Department requests the Board approve the inter-fund budgeted and unbudgeted transfers for FY 2019.

Recommendation

Staff recommends approval.

Suggested Motion

Information/Discussion/Action to approve the budgeted and unbudgeted inter-fund transfers for FY2019. **(Maryn Belling)**

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Attachments

Schedule D from 2018 and 2019 Adopted Budgets

ARS 42-1710

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# SCHEDULE D

## GILA COUNTY Other Financing Sources/<Uses> and Interfund Transfers Fiscal Year 2018

FUND	OTHER FINANCING 2018		INTERFUND TRANSFERS 2018	
	SOURCES	<USES>	IN	<OUT>
<b>GENERAL FUND</b>				
	\$	\$	\$	\$
1005.201 - Debt Service				852,500
1007.103 - Elections				65,588
1007.201 - Computer Services				300,000
1007.207 - Computer Services Lease				93,817
1007.300 - GCSO				40,000
1007.300 - GCSO Globe Jail				55,000
1007.341 - Animal Control Facility				125,000
1007.341 - GCSO Jail Boiler Repair				100,000
1007.341 - PW Cross Boundaries				30,000
1007.341 - PW Michaelson Facia				20,000
1007.341 - Courthouse Remodel PY				245,000
1008.404 - Health Services Operating				515,549
1008.405 - Environmental Health Op				40,930
1009.404 - Rabies Control Operating				319,012
1115.106 - EMS Natural Resources CIP				250,000
1124.201 - Court Security Operating				201,560
2000.171 - Housing Grant Match				47,000
3001.300 - Violent Crime Grant Match				79,594
3509.305 - IV-D Child Support Grant				232,000
3561.301 - CA Drug Prosecution Grant				20,100
3563.301 - CA Victim Assistance Grant				10,300
4501.337 - Law Library Operating				41,787
4502.303 - Conciliation Court Operate				66,400
4556.333 - Field Trainer Operating				31,000
6010.600 - Library District				50,000
6870.341 - Fleet Vehicles				500,000
6880.341 - Facilities Mgmt. Jail Op				327,515
6880.341 - Facilities Mgmt. Operating				2,131,492
<b>Total General Fund \$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$ 6,791,144</b>
<b>SPECIAL REVENUE FUNDS</b>				
	\$	\$	\$	\$
1007.103 - Elections (1005)			65,588	
1007.201 - Computer Services (1005)			300,000	

1007.300 - GCSO (1005)				93,017	
1007.300 - GCSO Globe Jail (1005)				40,000	
1007.341 - Animal Control (1005)				55,000	
1007.341 - GCSO Boiler Repair (1005)				125,000	
1007.341 - Cross Boundaries (1005)				100,000	
1007.341 - Michaelson Facia (1005)				30,000	
1007.341 - Courthouse Remodel (1005)				20,000	
				245,000	
1008.404 - Health Services (1005)					
1008.405 - Environmental Health (1005)				515,549	
1009.404 - Rabies Control (1005)				40,930	
1115.106 - EMS Natural Res (1005)				319,012	
1124.201 - Court Security (1005)				250,000	
2000.171 - Housing Grant Match (1005)				201,560	
3001.300 - Violent Crime Grant (1005)				47,000	
3509.305 - IV-D Child Support (1005)				79,594	
3561.301 - CA Drug Prosecution (1005)				232,000	
3563.301 - CA Victim Assistance (1005)				20,100	
4501.337 - Law Library Operating (1005)				10,300	
4502.303 - Conciliation Court (1005)				41,787	
4556.333 - Field Trainer (1005)				66,400	
6010.600 - Library District (1005)				31,000	
				50,000	
6511 - Tonto Creek Bridge (6510)					
6512 - Young 512 Road (6510)				25,000	
6513 - Intergovernmental Projects (6510)				350,000	
6594 - TE Sidewalks Main (6510)				486,496	
6510 - PW Transportation Tax (6594)				103,427	
				15,000	
6510 - PW Transportation Tax (6511)					25,000
6510 - PW Transportation Tax (6512)					350,000
6510 - PW Transportation Tax (6513)					486,496
6510 - PW Transportation Tax (6594)					103,427
6594 - TE Sidewalks Main (6510)					15,000
6870.341 - Fleet Vehicles (1005)					
6880.341 - Facilities Mgmt. Jail (1005)				500,000	
6880.341 - Facilities Mgmt. (1005)				327,515	
				2,131,492	
<b>Total Special Revenue Funds</b>	\$	\$	\$	6,918,567	\$ 979,923
<b>DEBT SERVICE FUNDS</b>					
1005.201 - Debt Service	\$	\$	\$	852,500	\$
<b>Total Debt Service Funds</b>	\$	\$	\$	852,500	\$

**CAPITAL PROJECTS FUNDS**

	\$	\$	\$	\$
<b>Total Capital Projects Funds</b>	\$	\$	\$	\$

**INTERNAL SERVICE FUNDS**

	\$	\$	\$	\$
<b>Total Permanent Funds</b>	\$	\$	\$	\$

**ENTERPRISE FUNDS**

6856 - Buckhead Mesa Reserve (6855)	\$	\$	\$ 1,675,000	\$
				1,675,000
6855 - Russell Gulch Reserve (6856)				
<b>Total Enterprise Funds</b>	\$	\$	\$ 1,675,000	\$ 1,675,000

**TOTAL ALL FUNDS** \$                      \$                      \$ 9,446,067 \$ 9,446,067

**GILA COUNTY**  
**Other Financing Sources/<Uses> and Interfund Transfers**  
**Fiscal Year 2019**

FUND	OTHER FINANCING 2019		INTERFUND TRANSFERS 2019	
	SOURCES	<USES>	IN	<OUT>
<b>GENERAL FUND</b>				\$ 648,411
1008 - Health Services	\$	\$	\$	334,236
1009 - Rabies Control				60,000
2000 - Housing				84,230
3001 - Drug Gang Crime Control				215,612
3509 - Child Support				3,000
3561 - Drug Prosecution				11,000
3563 - Crime Victim Assistance				45,643
4501 - Law Library				57,360
4502 - Conciliation Court				34,012
4556 - Field Trainer				50,000
6010 - Library Assistance				2,000,000
6880 - Facilities				1,826,859
1007 - Capital Improvements				845,000
1005 - Debt Service			845,000	
1005 - Debt Service				
<b>Total General Fund</b>	\$	\$	\$ 845,000	\$ 6,215,363
<b>SPECIAL REVENUE FUNDS</b>				
1007 - Capital Projects	\$	\$	\$ 648,411	\$
1008 - Health Services			334,236	
1009 - Rabies Control			60,000	
2000 - Housing			84,230	
3001 - Drug Gang Crime Control			215,612	
3509 - Child Support			3,000	
3561 - Drug Prosecution			11,000	
3563 - Crime Victim Assistance			45,643	
4501 - Law Library			57,360	
4502 - Conciliation Court			34,012	
4556 - Field Trainer			50,000	
6010 - Library Assistance			26,000	
6511 - Tonto Creek Bridge			350,000	
6512 - 512 Young Road RAC			538,114	
6513 - Intergovernmental Projects				26,000
6510 - PW 1/2 Cent Excise Tax				350,000
6510 - PW 1/2 Cent Excise Tax				538,114
6510 - PW 1/2 Cent Excise Tax				
<b>Total Special Revenue Funds</b>	\$	\$	\$ 2,457,618	\$ 914,114



**GILA COUNTY**  
**Other Financing Sources/Uses and Interfund Transfers**  
**Fiscal Year 2019**

FUND	OTHER FINANCING 2019		INTERFUND TRANSFERS 2019	
	SOURCES	<USES>	IN	<OUT>
<b>DEBT SERVICE FUNDS</b>				
	\$	\$	\$	\$
<b>Total Debt Service Funds</b>	\$	\$	\$	\$
<b>CAPITAL PROJECTS FUNDS</b>				
1007 - Capital Projects	\$ 7,875,000	\$	\$ 1,826,859	\$
<b>Total Capital Projects Funds</b>	\$ 7,875,000	\$	\$ 1,826,859	\$
<b>INTERNAL SERVICE FUNDS</b>				
6880 - Facilities Management	\$	\$	\$ 2,000,000	\$
<b>Total Permanent Funds</b>	\$	\$	\$ 2,000,000	\$
<b>ENTERPRISE FUNDS</b>				
	\$	\$	\$	\$
<b>Total Enterprise Funds</b>	\$	\$	\$	\$
<b>TOTAL ALL FUNDS</b>	\$ 7,875,000	\$	\$ 7,129,477	\$ 7,129,477



42-17106. Expenditures limited to budgeted purposes; transfer of monies

A. Except as provided in subsection B, a county, city or town shall not:

1. Spend money for a purpose that is not included in its budget.
2. Spend money or incur or create a debt, obligation or liability in a fiscal year in excess of the amount stated for each purpose in the finally adopted budget for that year, except as provided by law, regardless of whether the county, city or town has received at any time, or has on hand, monies or revenue in excess of the amount required to meet expenditures, debts, obligations and liabilities that are incurred under the budget.

B. A governing body may transfer monies between budget items if all of the following apply:

1. The monies are available.
2. The transfer is in the public interest and based on a demonstrated need.
3. The transfer does not result in a violation of the limitations prescribed in article IX, sections 19 and 20, Constitution of Arizona.
4. A majority of the members of the governing body votes affirmatively on the transfer at a public meeting.

**ARF-5925**

**Regular Agenda Item 3. E.**

**Regular BOS Meeting**

Meeting Date: 03/10/2020

Submitted For: Mary Springer, Finance Director

Submitted By: Donna Demers, Purchasing Agent

Department: Finance

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Information

Request/Subject

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

Background Information

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

2001 Chevy Tahoe (B-119), 2002 GMV Sierra 1500 (B-124), 2003 Chevy Tahoe (B-134), 2000 Craftco SS125 Sureshot Crack Sealer Machine (S-3), Cruise Car All American Series Golf Cart (GC-1), 1993 Chevy 1500 4x4 (A-162), 2000 Ford Explorer (A-335), 1997 Chevy Blazer S-10, 1981 Subaru SW, 1999 Nissan Pathfinder, 1999 Dodge Caravan, 1994 Dodge Caravan, 2000 Chevy Cavalier, 1997 Dodge Caravan, 1990 Cadillac Sedan De Ville, 2000 Chevy 2500 4x4 (B-091), 1979 Mack Dump Truck (C-010), 2001 Dodge 3500 Van (C-040), 1992 Chevy 3500 (C-045), 1989 Chevy Dump Truck (C-063), 1980 White Western Star Dump Truck (C-075), 1995 Ford Taurus (A-184), 1987 Chevy Water Truck (C-057), 1998 Dodge 2500 Truck (AV009), 1987 Kenworth Truck (C-032), 2010 Ford Explorer (B-184), 1992 Dodge Caravan (AV010), 2006 Chrysler Town Country Van (A115), 1975 Wells Trailer (AV011), Bass Boat (AB-001), Crestliner Aluminum Boat (AB-002), Grimmer Schmidt 190D Compressor (N-013), NPK Hammer (AM-015), Hobart Welder (0-004), Dayton 5000Watt Generator (L-025), Guardrail Posts (AM-016), Dump Bed (AM-005), Spreader Box (AM-006), Cattle Guards (AM-007), Snow Plow (AM-008), Loader Bucket (AM-009), Meeting Room (AM-011), Sweeper (AM-013), Block and Tackle (A-001), 2 - Weatherguard Inside the Bed Toolbox (ITBT-1 and ITBT-2), Coats Tire Machine (A002), Delta Across the Bed Toolbox (ATBT-2), 2-2 1/2 T Road Assy Lot (MD-CL) 2 - Refrigerated Connex Boxes (RC#1 and RC#2), Essick Concreate Mixer (CM-1), 2 - 10 Wheeler 12 Yard Dump Bed (DB#1 and DB#2), Fuel Storage Container and Stand (FSC&S), Hendricks Walking Beam Suspension (HDTs-1),

Eaton 7 Speed Manual Transmission, (E7SP-1), Unknow Amount of Old Cable (CABLE-1), Fruehauf Box Trailer Axle Assembly (TAS-1), Old Burner Box Pipes (BBP-L), 2 – JOBOX Across the bed Tool Boxes (ATBT-L), Western P/U Snow Plow Attachment (SPA-1), 2 – Cinder Spreader Parts (CSP-1 and CSP-2), 10 Hole 9.00-R20 Wheel (SW#1), 10 Hole 10.00-R22 Wheel (SW#2), 2 Sets of 4 – 6 Hole 10.00-15 Wheels (SOTW#1 and SOTW#2).

### Evaluation

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

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

### Conclusion

The public auction notice will be published in the Wednesday, March 18, 2020 edition of the Arizona Silver Belt newspaper.

### Recommendation

The County Manager recommends that the Board of Supervisors authorize the publication of a Notice of Public Auction for Miscellaneous Surplus Material in the Arizona Silver Belt newspaper.

### Suggested Motion

Information/Discussion/Action to authorize the publication of a Notice of Public Auction for Miscellaneous Surplus Material in the Arizona Silver Belt newspaper on March 18, 2020. **(Mary Springer)**

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### Attachments

#### Vehicle Live Auction List

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## Gila County Public Vehicle Live Auction

To be held in Globe Arizona on Saturday April 18, 2020 at Russell Gulch Landfill, 5891 E Hope Lane.

Preview 8:00 a.m. – 9:00 a.m.

Auction begins at 9:30 a.m.

The County has the following miscellaneous surplus vehicles and equipment:

2001 Chevy Tahoe (B-119), 2002 GMV Sierra 1500 (B-124), 2003 Chevy Tahoe (B-134), 2000 Craftco SS125 Sureshot Crack Sealer Machine (S-3), Cruise Car All American Series Golf Cart (GC-1), 1993 Chevy 1500 4x4 (A-162), 2000 Ford Explorer (A-335), 1997 Chevy Blazer S-10, 1981 Subaru SW, 1999 Nissan Pathfinder, 1999 Dodge Caravan, 1994 Dodge Caravan, 2000 Chevy Cavalier, 1997 Dodge Caravan, 1990 Cadillac Sedan De Ville, 2000 Chevy 2500 4x4 (B-091), 1979 Mack Dump Truck (C-010), 2001 Dodge 3500 Van (C-040), 1992 Chevy 3500 (C-045), 1989 Chevy Dump Truck (C-063), 1980 White Western Star Dump Truck (C-075), 1995 Ford Taurus (A-184), 1987 Chevy Water Truck (C-057), 1998 Dodge 2500 Truck (AV009), 1987 Kenworth Truck (C-032), 2010 Ford Explorer (B-184), 1992 Dodge Caravan (AV010), 2006 Chrysler Town & Country Van (A115), 1975 Wells Trailer (AV011), Bass Boat (AB-001), Crestliner Aluminum Boat (AB-002), Grimmer Schmidt 190D Compressor (N-013), NPK Hammer (AM-015), Hobart Welder (O-004), Dayton 5000Watt Generator (L-025), Guard Rail Posts (AM-016), Dump Bed (AM-005), Spreader Box (AM-006), Cattle Guards (AM-007), Snow Plow (AM-008), Loader Bucket (AM-009), Meeting Room (AM-011), Sweeper (AM-013), Block and Tackle (A-001), 2 - Weatherguard Inside the Bed Toolbox (ITBT-1 and ITBT-2), Coats Tire Machine (A002), Delta Across the Bed Toolbox (ATBT-2), 2 – 2 ½ T Road Assy Lot (MD-CL) 2 - Refrigerated Connex Boxes (RC#1 and RC#2), Essick Concrete Mixer (CM-1), 2 – 10 Wheeler 12 Yard Dump Bed (DB#1 and DB#2), Fuel Storage Container and Stand (FSC&S), Hendricks Walking Beam Suspension (HDTs-1), Eaton 7 Speed Manual Transmission, (E7SP-1), Unknown Amount of Old Cable (CABLE-1), Fruehauf Box Trailer Axle Assembly (TAS-1), Old Burner Box Pipes (BBP-L), 2 – JOBOX Across the bed Tool Boxes (ATBT-L), Western P/U Snow Plow Attachment (SPA-1), 2 – Cinder Spreader Parts (CSP-1 and CSP-2), 10 Hole 9.00-R20 Wheel (SW#1), 10 Hole 10.00-R22 Wheel (SW#2), 2 Sets of 4 – 6 Hole 10.00-15 Wheels (SOTW#1 and SOTW#2)

**ARF-5914**

**Regular Agenda Item 3. F.**

**Regular BOS Meeting**

Meeting Date: 03/10/2020

Submitted For: Bradley Beauchamp, County Attorney

Submitted By: Athena Gooding, Legal Secretary, Lead

Department: County Attorney

Fiscal Year: 2019-2020

Budgeted?: Yes

Contract Dates October 1, 2015 -

Grant?: Yes

Begin & End: September 30, 2021

Matching Yes

Fund?: Renewal

Requirement?:

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Information

Request/Subject

Amendment No. 3 to an Intergovernmental Agreement (Contract No. DI16-002156)(IGA) with the Arizona Department of Economic Security (ADES) for Title IV-D child support services in Gila County.

Background Information

On February 2, 2016, the Gila County Board of Supervisors approved the Intergovernmental Agreement (IGA) with the Arizona Department of Economic Security (ADES) for Title IV-D child support services in Gila County.

Since 1992, Gila County has contracted with ADES to provide Title IV-D child support services in Gila County through the Office of the Gila County Attorney. The title IV-D child support program is a federal program that reimburses states for providing child support services. In Arizona, ADES contracts with the County to provide these services in Gila County. Program costs are reimbursed by federal funds on the basis of sixty-six cents for each dollar spent on the program. Additionally, because the program also helps reimburse the federal government for monies expended for welfare for needy families (TANF-Temporary Assistance to Needy Families), the program receives a share of the money it saves in federal welfare (SSRE). Finally, the program receives federal incentive payments based upon paternity establishment, support order establishment, collection of current support, arrears collection, and cost-effectiveness.

### Evaluation

Approving the amendment to this IGA will allow the Child Support Division of the Gila County Attorney's Office to continue providing child support services to Gila County residents.

### Conclusion

Approving the amendment to the IGA will allow Gila County to continue to provide superior child support enforcement services to the people of Gila County.

### Recommendation

The Gila County Attorney recommends that the Board of Supervisors approve Amendment No. 3 to the IGA with ADES for the provision of Title IV-D services in Gila County.

### Suggested Motion

Information/Discussion/Action to approve Amendment No. 3 to an Intergovernmental Agreement (Contract ID # DI16-002156) with the Arizona Department of Economic Security to extend the Title IV-D child support services contract agreement from October 1, 2020, through September 30, 2021. **(Jeff Dalton)**

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### Attachments

Amendment three - Contract DI16-002156

Amendment two - Contract D16-002156

Amendment one - Contract DI16-002156

ADES Agreement No. DI16-002156 IV-D Judicial Services

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## INTERGOVERNMENTAL AGREEMENT AMENDMENT

### ARIZONA DEPARTMENT OF ECONOMIC SECURITY

1789 W. Jefferson, 4<sup>th</sup> Floor  
Phoenix, Arizona 85007  
(602) 542-2456

CONTRACTOR:	Services Description:	<b>County Attorney</b>
<b>Office of the Gila County Attorney 1400 E Ash Street Globe, AZ 85501</b>	Agreement Number:	<b>DI16-002156</b>
	Amendment Number:	<b>3</b>

### THE PARTIES AGREE TO THE FOLLOWING AMENDMENT

Pursuant to Provision Three (3), Term of Agreement. Section 3.2 Extension, the above referenced Agreement is hereby extended from October 01, 2020 through September 30, 2021.

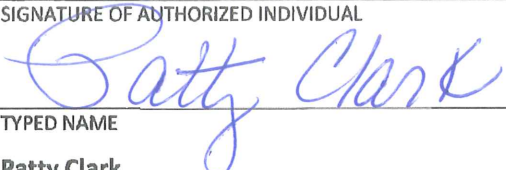
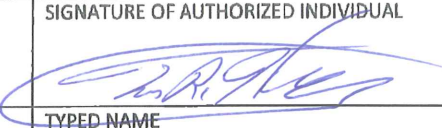


EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECTS. THE AMENDMENT SHALL BECOME EFFECTIVE ON THE DATE OF LAST SIGNATURE UNLESS OTHERWISE SPECIFIED HEREIN. BY SIGNING THIS AGMENDMENT ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.

Agency Name <b>Arizona Department of Economic Security</b>	Name of Contractor Gila County Attorney
Authorized Signature	Authorized Signature
Type Name	Typed Name Woody Cline
Title <b>Chief Procurement Officer</b>	Title Chairman of the Board
Date	Date



IN ACCORDANCE WITH ARS §11-952 THIS CONTRACT AMENDMENT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT AMENDMENT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.

ARIZONA ATTORNEY GENERAL'S OFFICE ASSISTANT ATTORNEY GENERAL	PUBLIC AGENCY LEGAL COUNSEL
DATE	DATE

**INTERGOVERNMENTAL AGREEMENT AMENDMENT**

<b>1. CONTRACTOR (Name and address)</b>  <b>Office of the Gila County Attorney</b> <b>1400 E Ash Street</b> <b>Globe, AZ 85501</b>		<b>2. CONTRACT ID NUMBER</b>  <b>DI16-002156</b>
		<b>3. AMENDMENT NUMBER</b> <div style="text-align: center;"> <i>Two (2)</i>  <del>One (1)</del> <i>Whitley</i> </div>
<b>4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT</b>  Pursuant to the Provision Three (3), Term of Agreement, Section 3.2 Extension, the Agreement is hereby extended from October 01, 2019 through September 30, 2020.		
<b>5. EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. THE AMENDMENT SHALL BECOME EFFECTIVE ON THE DATE OF LAST SIGNATURE UNLESS OTHERWISE SPECIFIED HEREIN. BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.</b>		
<b>6. AGENCY NAME</b>  <b>ARIZONA DEPARTMENT OF ECONOMIC SECURITY</b>	<b>7. NAME OF CONTRACTOR</b>  <b>GILA COUNTY ATTORNEY</b>	
<b>SIGNATURE OF AUTHORIZED INDIVIDUAL</b> 	<b>SIGNATURE OF AUTHORIZED INDIVIDUAL</b> 	
<b>TYPED NAME</b> <b>Patty Clark</b>	<b>TYPED NAME</b> <b>Tim R. Humphrey</b>	
<b>TITLE</b> <b>Chief Procurement Officer</b>	<b>TITLE</b> <b>Chairman of the Board</b>	
<b>DATE</b> <div style="text-align: center;"><i>9/24/19</i></div>	<b>DATE</b> <b>08/19/2019</b>	
<b>IN ACCORDANCE WITH ARS §11-952 THIS CONTRACT AMENDMENT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT AMENDMENT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.</b>		
<b>ARIZONA ATTORNEY GENERAL'S OFFICE</b> <b>ASSISTANT ATTORNEY GENERAL</b> <div style="text-align: center;"></div>	<b>PUBLIC AGENCY LEGAL COUNSEL</b> <div style="text-align: center;"></div>	
<b>DATE</b> <div style="text-align: center;"><i>9-16-2019</i></div>	<b>DATE</b> <div style="text-align: center;"><i>9-3-2019</i></div>	

## INTERGOVERNMENTAL AGREEMENT AMENDMENT

<b>1. CONTRACTOR (Name and address)</b>  <b>Office of the Gila County Attorney</b> <b>1400 E Ash Street</b> <b>Globe, AZ 85501</b>	<b>2. CONTRACT ID NUMBER</b>  <b>DI16-002156</b>
	<b>3. AMENDMENT NUMBER</b>  <b>One (1)</b>
<b>4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT</b>  Pursuant to the Provision Three (3), Term of Agreement, Section 3.2 Extension, the Agreement is hereby extended from October 01, 2019 through September 30, 2020.	
<b>5. EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. THE AMENDMENT SHALL BECOME EFFECTIVE ON THE DATE OF LAST SIGNATURE UNLESS OTHERWISE SPECIFIED HEREIN. BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.</b>	
<b>6. AGENCY NAME</b>  <b>ARIZONA DEPARTMENT OF ECONOMIC SECURITY</b>	<b>7. NAME OF CONTRACTOR</b>  <b>GILA COUNTY ATTORNEY</b>
<b>SIGNATURE OF AUTHORIZED INDIVIDUAL</b>  	<b>SIGNATURE OF AUTHORIZED INDIVIDUAL</b>  
<b>TYPED NAME</b>  <b>Patty Clark</b>	<b>TYPED NAME</b>  <b>Bradley D. Beauchamp</b>
<b>TITLE</b>  <b>Chief Procurement Officer</b>	<b>TITLE</b>  <b>Gila County Attorney</b>
<b>DATE</b>  	<b>DATE</b>  <b>7-19-2019</b>
<b>IN ACCORDANCE WITH ARS §11-952 THIS CONTRACT AMENDMENT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT AMENDMENT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.</b>	
<b>ARIZONA ATTORNEY GENERAL'S OFFICE</b> <b>ASSISTANT ATTORNEY GENERAL</b>	<b>PUBLIC AGENCY LEGAL COUNSEL</b>
<b>DATE</b>  	<b>DATE</b>  



DEPARTMENT OF ECONOMIC SECURITY

*Your Partner For A Stronger Arizona*

Douglas A. Ducey  
Governor

Timothy Jeffries  
Director

March 16, 2016

Gila County Attorney's Office, Child Support Division  
Jeff Dalton, Assistant County Attorney  
157 South Broad Street  
Globe, AZ 85501

Re: ADES Agreement No. DI16-002156  
IV-D Judicial Services

Dear Mr. Dalton:

Enclosed for your records is an original fully executed Agreement for the above referenced services. The Agreement is effective October 1, 2015 through September 30, 2020.

The Arizona Department of Economic Security has reviewed and approved your summary operating budget and your cost allocation plan for Federal Fiscal Year 2016.

If you have contractors performing work as it relates to this agreement, please have them forward to me an ACORD form or equivalent reflecting their insurance coverage to:

Division of Child Support Enforcement  
Attention: Contracts Unit, Site Code 019A  
PO Box 40458  
Phoenix, Arizona 85067-0458

If you have any questions regarding this Agreement, please do not hesitate to contact me at (602) 771-8347 or e-mail to [sbarden@azdes.gov](mailto:sbarden@azdes.gov).

Sincerely,

Scott Barden  
DCSS Contracts Unit

Enclosure



### INTERGOVERNMENTAL AGREEMENT (IGA)

This Contract is between the Arizona Department of Economic Security ("ADES/Department") and the Gila County Board of Supervisors, Office of the County Attorney ("County Attorney").

WHEREAS the Department is duly authorized to execute and administer contracts under A.R.S. §41-1954 and,

WHEREAS the Contractor is duly authorized to execute and administer contracts under A.R.S. §11-201 and,

WHEREAS the Department and the Contractor are authorized by A.R.S. §11-952 et seq. to enter into agreements for joint or cooperative action to contract for the services specified in this contract.

WHEREAS the County Attorney is authorized by A.R.S. § 25-509 to represent the State in matters involving Title IV-D of the "Social Security Act," 88 Stat. 2351 (1975), 42 U.S.C. 651, as amended ("Title IV-D") in Gila County.

THEREFORE, the Department and the Contractor agree to abide by all the terms and conditions set forth in this Contract.

BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.

FOR AND ON BEHALF OF THE ARIZONA  
DEPARTMENT OF ECONOMIC SECURITY:

  
Procurement Officer Signature

Pam Giroux  
Printed Name

Deputy CPO.  
Title

3/15/2016  
Date

DI16-002156  
ADES Contract Number

FOR AND ON BEHALF OF THE GILA  
COUNTY BOARD OF SUPERVISORS:

  
Signature

Michael A. Pastor

Chairman, Board of Supervisors  
Printed Name

2-2-2016  
Title

2-2-2016  
Date

IN ACCORDANCE WITH A.R.S. §11-952 THIS CONTRACT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.

#### ARIZONA ATTORNEY GENERAL'S OFFICE

By: Barbara McBeck

Assistant Attorney General

Date: 3/8/16

By: Jefferson R. Dalton

Jefferson R. Dalton

Deputy Gila County Attorney, Civil Bureau Chief

Date: 2-2-2016

- 1.0 ADES VISION AND MISSION STATEMENTS**
  - 1.1 ADES Vision: Opportunity, assistance and care for Arizonans in need.
  - 1.2 ADES Mission: The Arizona Department of Economic Security makes Arizona stronger by helping Arizonans reach their potential through temporary assistance for those in need, and care for the vulnerable.
- 2.0 PARTIES**
  - 2.1 This Intergovernmental Agreement (IGA) is between the ADES and the Gila County Board of Supervisors, Office of the County Attorney.
- 3.0 TERM OF AGREEMENT**
  - 3.1 The term of this Agreement shall have an effective date of October 1, 2015 and shall end on September 30, 2019, unless otherwise agreed upon by both parties in writing.
  - 3.2 EXTENSION**

This agreement may be extended through a written amendment by mutual agreement of the parties.
  - 3.3 TERMINATION**
    - 3.3.1 This agreement may be terminated by mutual agreement of the parties at any time during the term of this agreement.
    - 3.3.2 Each party shall have the right to terminate this agreement by providing to the other party written notice of termination at least ninety (90) days prior to the effective date of said termination.
- 4.0 AMENDMENTS OR MODIFICATIONS**
  - 4.1 This Agreement may be amended or modified at any time by mutual agreement. No agent, employee or other representative of either party is empowered to alter any of the terms of the agreement, unless done in writing and signed by the authorized representative of the respective parties.
  - 4.2 Either party shall give written notice to the other party of any non-material alteration that affects the provisions of this Agreement. Non-material alterations that do not require a written amendment are as follows:
    - 1. Change of telephone number;
    - 2. Change in authorized signatory; and/or,
    - 3. Change in the name, address, or email address of the person to whom notices are to be sent.
- 5.0 PURPOSE OF AGREEMENT**
  - 5.1 The purpose of this agreement is to facilitate the use of the County Attorney to establish paternity, establish, modify, or enforce child support orders and medical insurance obligations in Title IV-D matters and to cooperate with ADES in performing the operational requirements of the Title IV-D State Plan under state and federal law.
- 6.0 MANNER OF FINANCING**
  - 6.1 Funding for this Agreement comes from an annual grant from the Department of Health and Human Services, Administration for Children and Families, Grant No. G1604AZ4004.
- 7.0 SERVICE DESCRIPTION**
  - 7.1 A service that uses administrative and judicial methods to locate parents, establish paternity, establish and modify child support obligations and enforce child/spousal support and the provision of medical insurance.
- 8.0 RESPONSIBILITIES**
  - 8.1 The County Attorney shall:
    - 8.1.1 Work all Title IV-D cases assigned to the County consistent with federal and state laws and applicable state and Department policies and procedures.



- 8.1.2 Reflect equal treatment of locate, paternity, establishment and enforcement activities between Temporary Assistance for Needy Families (TANF) and non-TANF cases.
- 8.1.3 Represent the State in Title IV-D matters. Therefore, there is no conflict of interest when the County Attorney provides services to a Title IV-D Custodial Person (CP) with multiple Non-Custodial Parents (NCP) or applicants from the same family unit.
- 8.1.3.1 Although attorneys from the County Attorney's office are providing legal services to establish paternity and establish, modify or enforce support, such attorneys do not represent the CP, NCP, or the child or children in the case, but represent the State of Arizona.
- 8.1.4 Be responsible for all court appearances involving any case within their county's Title IV-D caseload and shall attempt to protect the interest of the State.
- 8.1.5 Represent, upon request, the State in any hearing for a Title IV-D case that is assigned to a different county, but the hearing is scheduled before the court in their county. When there is a conflict in court appearances for which the County Attorney cannot obtain coverage, the County Attorney shall immediately notify the Attorney General's Office, Unit Chief, Legal Counsel Complex Litigation by telephone in order to assist in arranging coverage for the conflicting court appearance.
- 8.1.6 Appear in divorce, probate, and other proceedings where necessary to protect the State's interest in establishing and enforcing support orders, responding to orders, and/or subpoenas for State records.
- 8.1.7 Cooperate with the Attorney General's Office in the handling of bankruptcy cases within the County by:
  - 1) Providing timely notification to the Attorney General's Office of bankruptcy filings;
  - 2) Preparing, or obtaining from other jurisdictions, arrears calculations for the Attorney General's Office and providing supporting court orders and documentation for the filing of claims; and
  - 3) Cooperate with the Attorney General's Office as needed in the handling of bankruptcy cases within the County.
  - 4) Continuing with Paternity, Establishment and Modification actions and ensure that current support is paid on cases within the County Attorney's caseload, even though the obligor has filed a bankruptcy petition.
- 8.2 **ACCESS TO ATLAS**
- 8.2.1 All new County Attorney staff assigned to Title IV-D Child Support cases shall complete ADES required forms and ATLAS security training before being assigned "log on" identifiers for ATLAS.
- 8.2.2 New ATLAS users are required to complete the following forms:
  - 1. J-125, Request for Terminal Access;
  - 2. J-129, Affirmation Statement;
  - 3. CS-169, Conflict of Interest/Confidentiality Statement.
  - 4. The above forms are available electronically upon request. Completed forms shall be sent electronically to ISAADMIN@AZDES.GOV.
- 8.2.3 Arizona Tracking Locate Automated System (ATLAS) Responsibilities: The County Attorney shall load, maintain, and use the ATLAS system consistent with the Department Policy and Procedures, which are on-line in ATLAS or otherwise provided by the Department. All case activity shall be documented on ATLAS. The County Attorney shall track litigation activities using the legal processing screens in ATLAS (LETL and CAHL). The County Attorney shall notify the ATLAS Help Desk of all system-related problems.
- 8.3 **APPEALS/SPECIAL ACTIONS RESPONSIBILITIES**
- 8.3.1 In order to further the State's goal in taking consistent positions before the appellate courts, if the County Attorney is of the opinion that a paternity, establishment, enforcement or any other order is erroneous and presents a question of law or fact warranting an appeal, the County Attorney shall promptly provide the Attorney General's Child Support Services Section Chief Counsel with sufficient case information and documentation to enable the Office of the Attorney General to evaluate the case for appeal on behalf of the State. After consultation with the Assistant Director for Child Support Services, the Attorney General's Office will advise the County Attorney of the approval or disapproval of the request to appeal. In the case of an approval, the County Attorney and Attorney General shall agree as to whom will file the Notice

- of Appeal, necessary briefs and the timeframes for exchange of documents. If the request to pursue an appeal is denied, the Attorney General's Office will promptly advise the County Attorney of the reasons for the denial.
- 8.3.2 The Attorney General's Office shall be primarily responsible for answering appellate matters in the County Attorney's caseload. The County Attorney shall notify the Attorney General's Office within two business days of the filing of any appellate matter or special action. Notice includes copies of the Notice of Appeal, Clerk of the Court Index, opening briefs and all relevant portions of the case record and lower court record necessary to answer the opening brief or take other appropriate action. The Attorney General's Office shall also respond to all Judicial Review Act matters filed as to cases in the County Attorney's caseload.
- 8.4 INDIAN RESERVATION CASES**
- 8.4.1 The County Attorney shall file the matter in State court if State court jurisdiction may be asserted under applicable law. If there is an agreement with the tribe to permit an attorney for the Title IV-D program to appear in tribal court, cases shall be litigated in tribal court if that is where jurisdiction properly lies.
- 8.4.2 If the Department has an agreement with a tribal government which provides that a tribal government entity will perform some or all Title IV-D functions for cases involving its own members, the County Attorney shall refer cases covered by such agreement to the appropriate tribal entity. The Department will notify the County Attorney in writing of any such agreement and will work to ensure compliance with its terms.
- 8.4.3 In the absence of any agreement, those cases referred to the County Attorney in which State court jurisdiction cannot be asserted over the non-custodial person because she/he lives and/or works on an Indian reservation, shall be prepared and filed in the appropriate reservation tribal court or tribunal, if that tribunal will allow the attorney for the State to appear in a representative capacity without charging fees for the case. Preparation of a case to be referred shall be in a form acceptable to the tribal court or tribunal.
- 8.5 SERVICE TASKS OF THE COUNTY ATTORNEY**
- 8.5.1 ESTABLISHMENT OF CASES, MAINTENANCE OF CASE RECORDS**
- 8.5.1.1 Make applications for child support services readily accessible to the public;
- 8.5.1.2 Provide or send applications on the day requested by NCP or CP, if requested in person, or within five (5) days if requested by telephone or mail. Along with the Department approved Title IV-D application which includes a description of services, the individual's rights and responsibilities;
- 8.5.1.3 Accept an application as filed on the day it is received;
- 8.5.1.4 Within twenty (20) calendar days of receipt of a referral or filing of an application for services under 45 C.F.R. 302.33, open a case by establishing a case record. The case record shall include all information pertaining to the case, as set forth in 45 C.F.R. 303.2;
- 8.6 LOCATION AND USE OF LOCATION INFORMATION**
- 8.6.1 LOCATION OF NON CUSTODIAL PARENTS**
- 8.6.1.1 Within no more than seventy-five (75) calendar days of determining that location of a party is necessary, access all appropriate location sources including ATLAS, and ensure that location information is sufficient to take the next appropriate action in a case as required by 45 C.F.R. § 303.3(b)(3)
- 8.6.1.2 County Attorney shall attempt locate in cases in which previous attempts to locate NCP, their employers, or sources of income and assets have failed when adequate identifying information exists as required by 45 C.F.R. § 303.3(b)(3)
- 8.6.1.3 County Attorney shall attempt to locate NCP's income, assets or professional and recreational licenses, as appropriate under law.
- 8.7 LOCATION OF CUSTODIAL PARENTS**
- 8.7.1 County Attorney shall attempt to locate Custodial Persons when location is necessary to distribute support.
- 8.7.2 County Attorney shall use State Parent Locate Services' (SPLS) information only as authorized by law.

- 8.8 USE OF ATLAS AND FEDERAL PARENT LOCATOR SERVICE (FPLS) INFORMATION**
- 8.8.1 SAFEGUARDING OF EXPANDED FPLS INFORMATION**
- 8.8.2** Locate and other information received by a County Attorney is subject to the safeguarding provision of 42 U.S.C. § 654 (26) and 45 C.F.R. § 303.21 which states that the information received shall be solely used by authorized persons in proceedings or actions to establish paternity, or to establish, modify or enforce support, or to make or enforce a child custody determination, or for investigation/prosecution of child kidnapping laws.
- 8.8.3 REQUESTS FOR LOCATE INFORMATION.** Consistent with 42 U.S.C. § 663, only a judicial officer or criminal prosecutor may make a written request for locate information as to a parent or child for the purpose of enforcing custody or visitation orders/laws or prosecuting child kidnapping offenses. Such a request shall be made in writing on a Department approved form sent to the Department States' SPLS.
- 8.8.4 NON-DISCLOSURE INDICATOR:** If FPLS information is sought from the Department under the terms of this contract and the Department has information that there is reasonable evidence of domestic violence or child abuse and the disclosure of information could be harmful to the parent or child, the locate information shall not be released. Consistent with 42 U.S.C. § 653 (b) (2) (B) and 663 (d) (2) (B), the FPLS locate information may only be disclosed to a court or its agent after a judicial officer determines that disclosure to the court or its agent would not be harmful to the parent or child. This written determination, when relayed to the Department is transmitted to the Secretary of Health and Human Services and the non-disclosure indicator is temporarily lifted to release the requested information for this the specific request only.
- 8.8.5** If disclosure is made to a criminal prosecutor, the court should so state and specifically prohibit disclosure to any other person if the court determines that disclosure of such information to any other person would be harmful to the parent or child. The FPLS information shall only be released to any other authorized person under 42 U.S.C. § 653 and 663 after a court determines that release of the information to such an authorized person would not be harmful to the parent or child. Any determination to override a non-disclosure indicator at the Expanded Federal Parent Locator Service shall be in writing, contain findings of fact (including the authorized use to be made of the information), be signed by the judicial officer and request the Department and Secretary of Health and Human Services to provide the information.
- 8.9 ESTABLISHMENT OF PATERNITY**
- 8.9.1** In each Title IV-D case, the County Attorney shall, when necessary attempt to establish paternity.
- 8.9.2** Check all appropriate databases and other sources including the Office of Vital Records, Superior Court records for the Gila County and the Hospital Paternity Program Registry to verify whether paternity has already been established.
- 8.9.3** Within ninety (90) calendar days of locating the alleged father, the County Attorney shall either obtain a stipulated agreement to paternity or file for paternity establishment and complete service of process to establish paternity. Unsuccessful attempts to serve process shall be documented as specified by the Department consistent with 45 C.F.R. 303.3.
- 8.9.4** Attempts to obtain judgments to recover genetic testing costs, whenever possible and as permitted by federal law. 45 C.F.R 303.5.
- 8.9.5** In any case in which an alleged father is excluded but more than one alleged father has been identified, attempt to establish paternity for each alleged father identified until paternity is established or all alleged fathers are excluded by court process or genetic tests.
- 8.9.6** Attempt voluntary paternity acknowledgment using the following methods, including but not limited to: in-office, court stipulations, hospital based programs or medical facilities' programs if available.
- 8.9.7** Not attempt to establish paternity in any case in which good cause not to proceed (as defined by 45 C.F.R 303.5) has been established.
- 8.9.8** Afford alleged fathers the opportunity to file an application to request Title IV-D services to initiate a paternity action, and provide them with paternity establishment services.
- 8.9.9** The County Attorney is required to purchase services for genetic testing under the Department's genetic paternity testing contract.
- 8.10 ESTABLISHMENT OF SUPPORT**

- 8.10.1 In each Title IV-D case, the County Attorney shall pursue establishment of support as appropriate pursuant to 45 C.F.R. § 303.4 including:
- 8.10.2 When necessary, attempt to establish an order or complete service of process of a petition for establishment of a support order within ninety (90) calendar days of locating a NCP;
- 8.10.3 If the court dismisses a petition for establishment of a support order without prejudice, examine the reasons for dismissal, determine when it would be appropriate to seek an order in the future, and seek a support order at that time;
- 8.10.4 Establish child support orders from the date of service of process or other successful notification within the following timeframes:
  - 1. seventy-five percent (75%) in six (6) months; and,
  - 2. ninety percent (90%) in twelve (12) months;
- 8.10.5 Ensure that the parties receive a copy of the order; and,
- 8.10.6 Attempt to obtain default orders and judgments if the NCP does not respond to process.

**8.11 ESTABLISHMENT OF MEDICAL SUPPORT**

- 8.11.1 In each Title IV-D case, the County Attorney shall:
- 8.11.2 Attempt to include medical support in each new or modified support order;
- 8.11.3 Ensure that the responsible parent or employer provides the health insurance coverage required by the support order;
- 8.11.4 Within three (3) calendar days of receipt of health insurance information, input the policy number, insurance provider and the effective dates of insurance coverage on appropriate ATLAS screen(s).
- 8.11.5 After receipt of a Department list of cases, when appropriate, petition the Court or administrative authority to modify existing support orders to include medical support, in the form of health insurance coverage, and allocation of uncovered medical expenses for the cases identified by the Department, even if no adjustment in the child support amount is necessary; and,
- 8.11.6 Enforce collection of medical support orders which have been reduced to judgment. Verify and document in ATLAS all lapses/terminations in medical insurance ordered by the Court.

**8.12 SUPPORT ORDER AND JUDGMENT RECORD**

- 8.12.1 A record of all support orders and judgments in Title IV-D cases must be maintained on ATLAS. Within five (5) days after entry of any local order, judgment or receipt of a responding court's order or judgment in an initiating UIFSA case, the County Attorney shall enter into ATLAS complete information regarding the orders along with the debt information that will allow payment processing by the Arizona Child Support Payment Clearinghouse.
- 8.12.2 **DEBT MANAGEMENT.** For cases with existing court orders, the County Attorney shall establish an accurate, certifiable arrearage amount, including interest, pursuant to Department policy and procedures based on those court orders, any affidavits of direct pay and payment histories, unless there has been a judicial determination of arrearages for the relevant period of time. The County Attorney shall be responsible for correcting incorrect debts on ATLAS as mistakes are discovered. The physical case file shall contain an arrears calculation to support each debt loaded onto ATLAS, except for those determined by a court. The Department shall provide the County Attorney with the Department's Supervisory Debt Review Checklist. The County Attorney shall review five (5) cases per debt worker per month using the Supervisory Debt Review Checklist:
  - a. Court docket number;
  - b. Amount of support ordered, frequency of payment, due date of first and subsequent payments;
  - c. FIPS code, where appropriate;
  - d. Judgment type, amount and period; and set up Debt
- 8.12.3 **Debt Audits.** The County Attorney shall respond timely to annual debt audit requests for case files, debt review feedback and corrective action plans. The County Attorney shall be responsible for correcting identified deficiencies and implementing any required corrective action plans within a reasonable agreed-upon period of time.

**8.13 ENFORCEMENT OF SUPPORT OBLIGATIONS**

8.13.1 In each Title IV-D case in which the obligation to support and the amount of the obligation has been established, the County Attorney shall:

1. Monitor compliance with the support obligation;
2. Enforce the obligation in each case as required by 45 C.F.R. § 303.6;
3. Within thirty (30) calendar days of identification of a delinquency or other support-related noncompliance with the order, initiate any appropriate enforcement actions such as income withholding, unemployment intercept, driver or professional license suspension (A.R.S. § 25-517 and A.R.S. § 25-518) asset seizure or contempt proceedings;
4. Issue administrative income withholding orders, as appropriate, within two days of receipt of an income withholding order work list item;
5. Participate in the Financial Institution Data Match and the Child Support Lien Network process offered through ATLAS automation. These programs are automated and worked by DCSS' Specialized Services Region and at no cost to the County Attorney.

8.13.2 If enforcement attempts are unsuccessful, examine the reasons the attempts have been unsuccessful, determine when it would be appropriate to take additional enforcement action, and initiate appropriate enforcement actions.

**8.14 INTERGOVERNMENTAL RESPONSIBILITIES**

8.14.1 For the intergovernmental cases with its caseload, the County Attorney shall:

8.14.1.1 Cooperate with the Arizona Central Registry;

8.14.1.2 Work intergovernmental cases in accordance with the Uniform Interstate Family Support Act (UIFSA), the Full Faith and Credit for Support Orders Act (FFCCSOA) and any other requirements of federal law and regulations as currently promulgated or adopted during the term of this agreement, specifically including but not limited to 45 C.F.R. § 303.7(D). This shall include both initiating and responding cases;

8.14.1.3 Assert long-arm jurisdiction whenever possible to establish paternity and support;

8.14.1.4 Initiate a case to another jurisdiction if Arizona is unable to take the next appropriate action; and

8.14.1.5 Cooperate with the IV-D agencies of other states or the central authority of another country.

**8.15 REVIEW AND ADJUSTMENT**

8.15.1 At the request of a party subject to the order, the County Attorney shall review any Title IV-D case to determine if modification of the order is appropriate. The review and adjustment of existing orders shall be in accordance with and current Department policy and procedures.

8.15.5 Upon request for review and adjustment by a party subject to another state's order, conduct a review taking the following actions:

1. Contact the issuing state with the order;
2. Provide pertinent information; and,
3. Request that the state with the order conduct the review unless neither party nor the child now resides in that state. If both parties reside in Arizona, should obtain the necessary information and conduct the review. Otherwise, initiate the case to the state where the party not requesting the modification resides.

**8.16 CASE CLOSURE**

8.16.1 The County Attorney shall perform a timely review of all cases eligible for closure and close appropriate cases pursuant to the federal requirements (45 C.F.R. 303.11) and the Department's case closure policy and procedures.

8.16.2 The County Attorney shall close ninety percent (90%) of cases meeting the closure requirements and policy within twelve (12) months of eligibility.

**8.17 SERVICES TO INDIVIDUALS NOT RECEIVING TANF OR TITLE IV-E FOSTER CARE ASSISTANCE:**

8.17.1 The County Attorney shall provide all appropriate Title IV-D services to all individuals who are eligible to receive child support services. The County Attorney shall provide child support services to any individual who:

1. Files an application for services (including alleged fathers and Non-Custodial Persons, as required by law) in an intergovernmental case, only the initiating state may require an application under this section; or
2. Is referred as an MAO recipient; or
3. Has been receiving Title IV-D services and is no longer eligible for assistance under the TANF, IV-E foster care or AHCCCS program, has not requested case closure and whose case does not qualify for closure under Department policy. This includes cases where the individual is not an Arizona resident.

**8.18 TANF RESPONSIBILITIES**

**8.18.1 TANF Pre-Eligibility Cooperation:** Cash Assistance Applicants are provided with the Verification of Cooperation (FAA-1221A form) with DCSS and requested to appear at the appropriate Title IV-D/DCSS field office to provide the required information. When all the required information and documentation is obtained, the County Attorney will complete the Title IV-D portion of the FAA-1221A. If a Cash Assistance Applicant (CA) appears in a Title IV-D office that is outside the zip code assignment of that office, the Cash Assistance Applicant must still be assisted with the completion of the FAA-1221A.

**8.18.2 Failure of TANF Recipient to Cooperate and Good Cause Exceptions:** The County Attorney shall follow all state policies and procedures governing cooperation by a TANF or Title XIX recipient with the Title IV-D program including determination of good cause as defined by A.R.S. Section 46-292. The County Attorney will ensure the non-cooperative custodial person has received due process and is afforded an opportunity to cooperate prior to imposing a sanction. Once the custodial person receives due process and remains uncooperative the County Attorney shall appropriately document ATLAS and generate a sanction notice through the IV-A computer system. When the custodial person begins cooperating with the Title IV-D Program, the County Attorney shall document the ATLAS system appropriately. If the custodial person claims good cause for not cooperating, the County Attorney shall refer the claim and supporting documentation to the Department's Office of Special Investigations (OSI). Once the OSI investigation is received, the County Attorney shall make the final determination of good cause.

**8.18.3 Communication Regarding Potential Settlement.** When an offer to settle support arrearages on a case is received, the County Attorney shall notify the DCSS Settlement Team at [DCSSSettlement@azdes.gov](mailto:DCSSSettlement@azdes.gov) which has been designated by the Department to approve such settlements.

**8.19 PERFORMANCE STANDARDS AND MEASURES**

**8.19.1** Performance standards required by federal statute and regulations set forth in 42 U.S.C. § 652, 45 C.F.R. 302.70, 303.101 and 305.2 are incorporated and made part of this agreement.

**8.19.2** The County Attorney shall achieve a compliance rate in accordance with goals set by DCSS.

**8.20 PROGRAM PERFORMANCE AUDITS AND REVIEWS**

**8.20.1** Performance Audits and Reviews shall be in accordance with 8.19.1.

**8.21 CUSTOMER SERVICE**

**8.21.1** The County Attorney commits to delivering quality, efficient child support enforcement services to the public. The County Attorney and its representatives shall be respectful, courteous, professional and knowledgeable as to services provided.

**8.21.2** The County Attorney commits to providing customer service and access during normal business hours, which includes answering telephone calls, serving walk-in customers and returning telephone messages within two business days. The County Attorney commits to answering any and all customer service inquiries directed to their office on their county caseload. These inquiries include, but are not limited to, questions regarding payments and distribution, debt balances and or adjustments, the accuracy of debts, tax intercept, administrative review and other issues, including automated actions, on the cases.



- 8.21.3 **Payor Receipts.** When a payor pays a support obligation in cash at the County Attorney office, County Attorney staff shall issue the payor a receipt, including the payor's name, ATLAS number, and amount of the payment and the signature of the staff member who accepted the payment. County Attorney staff shall encourage the payor not to make cash payments in the future, but rather to mail a check or money order to the Clearinghouse. When a payor pays at the County Attorney's office with a check, County Attorney shall forward the check to the Clearinghouse, but staff shall provide him/her with an envelope and address of the Clearinghouse and ask him/her to mail it to the Clearinghouse in the future. .
- 8.21.4 **Administrative Review Requests by Obligees Contesting Distribution of Support.** The County Attorney shall notify the Department within twenty-four (24) hours of receiving a written request for administrative review by an obligee contesting distribution pursuant to A.R.S. §46-408 and 25-522. A copy of the written request for administrative review shall be forwarded to the Department within two (2) business days. The Department shall handle all such requests statewide. The County Attorney shall cooperate with the Department and with the Attorney General's Child Support Section by promptly providing necessary information and/or forwarding the case file by express mail to the appropriate person upon request. Should the County Attorney fail to cooperate and such non-cooperation results in a monetary loss to the Department, the Department shall reduce the incentives due the County Attorney in an amount equal to the loss suffered by the Department.
- 8.21.5 When a County Attorney is contacted by the Department regarding a customer service issue, the County Attorney commits to contacting the Department within twenty-four (24) hours and to research the issue(s) within two (2) business days.
- 8.22 REIMBURSEMENT REQUIREMENTS:**
- 8.22.1 The County Attorney shall submit an annual summary operating budget based on federal fiscal year to ADES prior to September 1<sup>st</sup> of any year this agreement is in effect which reflects the projected County Attorney expenditures for child support enforcement activities.
- 8.22.2 If the County Attorney intends to claim reimbursement for indirect costs as part of its annual summary operating budget, it shall provide ADES with a copy of its cost allocation plan annually. The plan shall comply with the standards contained in OMB Circular A-87 and subject to written approval from the ADES. The approval shall be provided prior to the date of any period for which reimbursement is requested.
- 8.22.3 Actual, allowable expenditures shall be determined in accordance with provisions of this agreement, 45 C.F.R. 74.1, et seq. and 45 C.F.R. 304.
- 8.22.4 When the Federal Office of Child Support Enforcement conducts a financial audit and disallows County Attorney expenses already reimbursed by ADES, the County Attorney shall be liable for an amount equal to any disallowance as to its expenses.
- 8.23 THE ADES WILL**
- 8.23.1 Reimburse the County Attorney for costs incurred in the delivery of Contract services during the term of this Agreement.
- 8.23.2 Under this agreement the reimbursement rate shall be at the applicable amount established by the federal government in accordance with 42 U.S. Code, Section 655 (a)(2).
- 8.23.3 Upon request DCSS and the Attorney General's Office shall permit County Attorney to participate in ATLAS and other training opportunities available to DCSS and the Attorney General Office employees.
- 8.24 INCENTIVE PAYMENTS:**
- 8.24.1 The ADES will pay the County Attorney an amount equal to the proportionate share of incentives earned based on performance in the five federally established incentive measures for the quarter in which the incentives are earned. The County Attorney's proportionate share shall be based upon the methodology set forth in the ADES current incentive policy, which is incorporated by reference into this agreement.
- 8.24.2 The ADES will determine incentive payments for each County Attorney based on performance in the five federally established incentive measures.
- 8.24.3 Incentives paid each quarter to the counties are calculated based on "Arizona IV-D Incentive Distribution
- 8.24.4 Arizona allocates the Incentive Pool based on the federal incentive distribution model which includes the following five (5) performance measures:

1. Paternity Establishment Percentage;
  2. Percentage of cases with support orders;
  3. Collection rate of current support
  4. Percentage of cases with collection on arrears and
  5. Cost Effectiveness Ratio (total dollars collected per dollar of expenditures).
- 8.24.5 Collections are calculated by county for both DCSS and County Attorney run programs.
- 8.24.6 Cost by county includes courts, DCSS local offices and the central admin allocated costs.
- 8.24.7 State Share of Retained Earnings retained and passed to the County Attorney since they run their own program.
- 8.24.8 Incentives are paid to county courts for services rendered.
- 8.24.9 The County Attorney agrees to isolate incentive payments received from other funding and dedicate the use of such payments solely for the enhancement of the County Attorneys' Title IV-D program. Expenditure of incentive payments must follow the requirements of Section 7309 of the Deficit Reduction Act of 2005.
- 8.25 STATE SHARE OF RETAINED EARNINGS:**
- 8.25.1 ADES will pay the County Attorney its share of Retained Earnings based upon the methodology set forth in the ADES current State Share of Retained Earnings (SSRE) policy.
- 8.25.2 The County Attorney must have budgeted expenditures in County Attorney appropriated funds for the Title IV-D Program at least equal to the County Attorney Title IV-D contribution for the latest fiscal year the County Attorney participated in the sharing of SSRE.
- 8.25.3 ADES will pay the County Attorney within forty-five (45) days after the end of the quarter for which it was earned.
- 8.26 REPORTING REQUIREMENTS**
- 8.26.1 The Contractor shall provide to ADES the following reports:
- 8.26.2 A Monthly End Production Report, consistent with Appendix A, no later than fifteen (15) days following each month during the contract term.
- 8.26.3 County Attorney shall provide all reports to the Department no later than the 28th day following each month during the contract term. All reports shall reference the contract number and be submitted to the person designated by the Department in a manner agreed upon by the Department.
- 8.26.4 No later than forty-five (45) days following the termination of this Contract, the County Attorney shall submit to the Department a final program and fiscal report.
- 8.26.5 Reports shall be sent to:

Arizona Department of Economic Security  
Division of Child Support Services  
Contracts Unit, Site Code 019A  
PO Box 40458  
Phoenix, AZ 85067-0458

- 8.26.6 The County Attorney shall submit the Certificate of Insurance as specified in Paragraph 21.2 of this Agreement to:

Arizona Department of Economic Security  
Division of Child Support Services  
Contracts Unit, Site Code 019A  
PO Box 40458  
Phoenix, AZ 85067

**8.27 PAYMENT REQUIREMENTS**

- 8.27.1 Upon receipt of CS-016-FF, Certified Public Expenditure Statement (CPES), ADES will reimburse the County Attorney for costs incurred in the delivery of Contract Services during the term of this Agreement.

- 8.27.2 County Attorney shall include supporting expense documents each month with the submission of the CPES.
- 8.27.3 CPES and supporting expense documents shall be submitted no later than (28) days after the end of the month services were provided.
- 8.27.4 CPES shall be submitted to:

Arizona Department of Economic Security  
Division of Child Support Services  
Contracts Unit, Site Code 019A  
PO Box 40458  
Phoenix, AZ 85067-0458

- 8.27.5 Services provided to ADES will be paid to the County Attorney via Automated Clearing House (ACH) by using the ACH process. Instructions and downloadable forms are found at <https://gao.az.gov/sites/default/files/GAO-618%20ACH%20Vendor%20Authorization%20030215-S%26S.pdf>

**8.28 NOTICES**

- 8.28.1 All notices to the County Attorney regarding this agreement shall be sent to the following address:

Gila County Attorney, Child Support Division  
157 South Broad Street  
Globe, AZ 85501

- 8.28.2 All notices to the ADES regarding this agreement shall be sent to the following address:

Arizona Department of Economic Security  
Division of Child Support Services  
Contracts Unit, Site Code 019A  
PO Box 40458  
Phoenix, AZ 85067-0458

- 8.28.3 Upon contract award, DCSS may establish an email address for all notices, claims and reports to be sent to.

**9.0 APPLICABLE LAW**

- 9.1 This Contract shall be governed and interpreted by the laws of the State of Arizona. The materials and services supplied under this Contract shall comply with all applicable Federal, State and local laws, and the County Attorney shall maintain all applicable licenses and permit requirements.
- 9.2 In accordance with ARS § 41-2501, et. seq, and AAC R2-7-101 et seq, this Agreement shall be governed and interpreted by the laws of the State of Arizona.

**10.0 ARBITRATION**

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

**11.0 AUDIT**

- 11.1 In accordance with A.R.S. §35-214, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Agreement for a period of five (5) years after the completion of the Agreement. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce the original of any or all such records.

**12.0 CONFLICT OF INTEREST**

- 12.1 All staff and management associated with the Contract shall be required to identify whether they are party to a current child support case in Arizona. This includes phlebotomists who subcontract. If it is determined that the County Attorney, an employee of the County Attorney, or a subcontractor to the County Attorney is a party to a child support case or has a family member who is a party to a case, a conflict of interest shall be deemed to exist if that staff member or subcontractor is actively involved in the case. The County Attorney shall immediately notify the Department of the conflict of interest, and ensure that the staff member or subcontractor will have no involvement in the case or ask to have the case reassigned to a regional office managed by ADES.

**13.0 CONFIDENTIALITY**

- 13.1 County Attorney shall adhere to standards of confidentiality of record maintenance in accordance with the law and DCSS policy. The County Attorney agrees that any information provided by the Department or the State relative to the applicants or recipients of public assistance shall be used only for the administration of this contract, or in any investigation or civil proceeding conducted pursuant to this contract. The County Attorney shall provide safeguards to restrict the use or disclosure of any information concerning any individual who is party to a case. The County Attorney understands that revealing any information concerning the NCP or CP, one to the other, is in violation of the law and grounds for immediate termination of this contract. This includes, but is not limited to, revealing the date, location and time that a party to a case is scheduled for paternity testing.
- 13.2 The safeguards provided shall also prohibit disclosure of any information which identifies by name, address, or social security number the Custodial Person to any committee or legislative body. The County Attorney agrees that any federal or state tax-related information shall be treated as confidential and shall not be disclosed.
- 13.3 The County Attorney shall establish and maintain procedures and controls that are acceptable to the Department for the purpose of assuring that no information contained in its records or obtained from the Department, or from others carrying out its functions under the contract, shall be used or disclosed by the County Attorney or by the County Attorney's agents, officers or employees except as required to perform duties under the contract. Persons requesting such information shall be referred to the Department. The County Attorney also agrees that any information pertaining to an individual shall not be disclosed other than to employees or officers of the County Attorney for the performance of duties under the contract, unless otherwise agreed to in writing by the Department.
- 13.4 The County Attorney agrees not to use or permit the use of the names and/or addresses of individuals referred from the Department for any commercial purpose.
- 13.5 The County Attorney shall observe and abide by all applicable State and federal statutes, rules and regulations regarding the use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contract services. To the extent permitted by law, the County Attorney shall release information to the ADES and to the Attorney General's Office as required by the terms of this contract, by law or upon their request.

**14.0 CONFLICT OF INTEREST**

- 14.1 In accordance with A.R.S. §38-511, the State or the County Attorney may within three years after execution cancel the Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the State, at any time while the Agreement is in effect, becomes an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party to the Agreement with respect to the matter of the Agreement.

**15.0 DATA SHARING AGREEMENT**

- 15.1 When determined by the Department that sharing of confidential data will occur with the County Attorney, the County Attorney shall complete the ADES Data Sharing Request Agreement and submit the completed Agreement to the ADES Program Designated Staff prior to any work

commencing or data shared. A separate Data Sharing Request Agreement shall be required between the County Attorney and each ADES Program sharing confidential data.

**16.0 E-VERIFY**

- 16.1 In accordance with A.R.S. §41-4401, the parties warrant compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. § 23-214, Subsection A.

**17.0 FEDERAL IMMIGRATION AND NATIONALITY ACT**

- 17.1 By entering into the Agreement, the County Attorney warrants compliance with the Federal Immigration and Nationality Act. (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The County Attorney shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Agreement. The County Attorney and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Agreement. I-9 forms are available for download at USCIS.GOV.

- 17.2 The State may request verification of compliance for any County Attorney or subcontractor performing work under the Agreement. Should the State suspect or find that the County Attorney or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to suspension of work, termination of the Agreement for default, and suspension and/or debarment of the County Attorney. All costs necessary to verify compliance are the responsibility of the County Attorney.

**18.0 INDEMNIFICATION**

- 18.1 Indemnification for County Attorney:

- 18.1.1 Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona, (State Agency) is self-insured per A.R.S. 41-621.

- 18.2 Indemnification for Subcontractor

- 18.2.1 In addition, the County Attorney shall cause its contractor(s) and subcontractors, if any, to indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, 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 the County Attorney's contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. 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 such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

**19.0 INSURANCE REQUIREMENTS**

- 19.1 INSURANCE REQUIREMENTS FOR GOVERNMENTAL PARTIES TO AN IGA:

- 19.1.1 None.

19.2 **INSURANCE REQUIREMENTS FOR ANY CONTRACTORS USED BY A PARTY TO THE INTERGOVERNMENTAL AGREEMENT:**

(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.) The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or County Attorney from liabilities that might arise out of the performance of the work under this Agreement by the County Attorney, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

1. **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, personal injury and broad form contractual liability.

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Blanket Contractual Liability – Written and Oral	\$1,000,000
• Fire Legal Liability	\$ 50,000
• Each Occurrence	\$1,000,000

a. The policy shall be endorsed to include coverage for **sexual abuse and molestation**.

b. The policy shall be endorsed to include the following additional insured language: **"The State of Arizona and the Department of Economic Security shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the County Attorney"**.

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

c. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. **Automobile Liability**

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

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

a. The policy shall be endorsed to include the following additional insured language: **"The State of Arizona and the Department of Economic Security shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the County Attorney, involving automobiles owned, leased, hired or borrowed by the County Attorney"**.

b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the County Attorney

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the contractor with their own list of persons to be insured.)

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

• Workers' Compensation Statutory

• Employers' Liability

• Each Accident	\$ 500,000
• Disease – Each Employee	\$ 500,000
• Disease – Policy Limit	\$1,000,000



- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the County Attorney.
    - b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.
  2. **Additional Insurance Requirements:** The policies shall contain, or be endorsed to contain, the following provisions:
    1. The State of Arizona and the Department of Economic Security, wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Agreement.
    2. The contractor's insurance coverage shall be primary insurance with respect to all other available sources.
    3. Coverage provided by the contractor shall not be limited to the liability assumed under the indemnification provisions of this Agreement.
  3. **Notice of Cancellation:** Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to the Department of Economic Security, Office of Procurement, 1789 W. Jefferson St. Site Code 805Z, Phoenix, AZ 85007 and shall be sent by certified mail, return receipt requested.
  4. **Acceptability of Insurers:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the County Attorney from potential insurer insolvency.
  5. **Verification of Coverage:** County Attorney shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of Agreement.
- All certificates required by this Agreement shall be sent directly to Department of Economic Security, Office of Procurement, 1789 W. Jefferson St. Site Code 805Z, Phoenix, AZ 85007 unless the Reporting Requirements specifies otherwise. The State of Arizona contract number and contract description shall be noted or referenced on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time. Do NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.
6. **Subcontractors:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
  7. **Approval:** Any modification or variation from the insurance requirements in this Agreement shall be made by the Department of Administration, Risk Management

Section, whose decision shall be final. Such action will not require a formal amendment to the Agreement, but may be made by administrative action.

8. **Exceptions:** In the event the County Attorney or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

**20.0 IT 508 COMPLIANCE**

- 20.1 Unless specifically authorized in the Agreement, any electronic or information technology offered to the State of Arizona under this agreement shall comply with A.R.S. §41-3531 and §3532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

**21.0 NON-AVAILABILITY OF FUNDS**

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

**22.0 NON-DISCRIMINATION**

- 22.1 The County Attorney shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State law, rules and regulations, including the Americans with Disabilities Act.

**23.0 OFFSHORE PERFORMANCE OF WORK PROHIBITED**

- 23.1 Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers

**24.0 RIGHT OF OFFSET**

- 24.1 The Department shall be entitled to offset against any sums due the County Attorney, any expenses or costs incurred by the Department, or damages assessed by the Department concerning the County Attorney's non-conforming performance or failure to perform the Agreement, including expenses, costs and damages.

**25.0 SAFEGUARDING OF TAX INFORMATION PER IRS PUBLICATION 1075**

- 25.1 The County Attorney agrees to comply with all federal statutory and regulatory provisions requiring that tax information be safeguarded and kept confidential. See IRS PUBLICATION 1075.

**26.0 PERFORMANCE**

In performance of this contract, the County Attorney agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

All work will be done under the supervision of the County Attorney or the County Attorney's employees.

Any tax return or tax return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the County Attorney will be prohibited.

All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.

The County Attorney certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the County Attorney at the time the work is completed. If immediate purging of all data storage components is not possible, the County Attorney certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.

Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the County Attorney will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.

All computer systems processing, storing, or transmitting Federal tax information must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.

No work involving Federal tax information furnished under this contract will be subcontracted without prior written approval of the IRS.

The County Attorney will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.

**27.0 CRIMINAL/CIVIL SANCTIONS:**

Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five (5) years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount

equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431.

Additionally, it is incumbent upon the County Attorney to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to County Attorneys by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a County Attorney, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000. The agency will have the right to void the contract if the County Attorney fails to provide the safeguards described above.

**28.0 INSPECTION**

The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the County Attorney for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the County Attorney is found to be noncompliant with contract safeguards.

**29.0 THIRD-PARTY ANTITRUST VIOLATIONS**

29.1 The County Attorney assigns to the Department any claim for overcharges resulting from antitrust violations concerning materials or services supplied by third parties to the County Attorney, toward fulfillment of this Agreement.

**30.0 ATTACHMENTS**

30.1 The following list of Attachments constitutes an integral part of subject agreement:

30.2 ATTACHMENT 1 - Certification Regarding Lobbying

30.3 ATTACHMENT 2 - Certification Regarding Maintenance of Effort

30.4 ATTACHMENT 3 - Sub-recipient Fact Sheet

**31.0 EXHIBITS**

31.1 The following list of Exhibits constitutes an integral part of subject agreement:

31.2 Certification Regarding Lobbying

**32.0 APPENDIX A**

32.1 Monthly Reporting Requirements

**CERTIFICATION REGARDING LOBBYING**

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS,  
AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

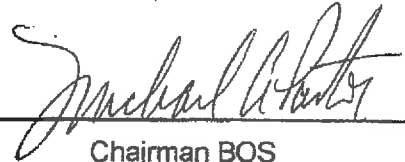
(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
Michael A. Pastor

  
Chairman BOS

2-2-2016

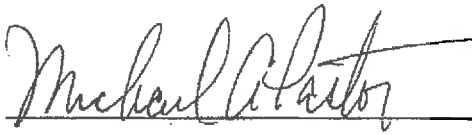
\_\_\_\_\_  
APPLICANT ORGANIZATION

\_\_\_\_\_  
DATE SUBMITTED

## CERTIFICATION REGARDING MAINTENANCE OF EFFORT

In accordance with the applicable program statute(s) and regulation(s), the undersigned certifies that financial assistance provided by the Administration for Children and Families, for the specified activities to be performed under the Grants for Judicial Services by

\_\_\_\_\_, will be in addition to, and not in  
(Applicant Organization)  
substitution for, comparable activities previously carried on without Federal assistance.



Michael A. Pastor

Chairman, Board of Supervisors

2-2-2016  
Date



## SUBRECIPIENT FACT SHEET

In accordance with OMB Circular A-133, Subpart D, §400(d), the following information is being provided to all sub recipients that receive federal awards passed through from the Department of Economic Security (Department).

Official/Legal Name of Sub recipient:

Gila County Board of Supervisors, Office of the County Attorney ("County Attorney").  
(From the Contract)

Contract # DI16-002156

Federal Employer Taxpayer ID # 866000444

- Federal Grantor's Name Department of Health and Human Services
- CFDA Title and Number 93.563
- Award Name and Number Arizona Department of Economic Security
- Award Period October 1, 2015 through September 30, 2020
- Pass-through Number Assigned by the Department G1604AZ4004

(For example: DES93.48599, where DES identifies that these monies were passed through from the Department, 93.485 is the CFDA number, and 99 is the award year. OMB Circular A-133 requires that federal awards received by a subrecipient be identified on its Schedule of Expenditures of Federal Awards with the name of the pass-through entity and identifying number assigned by the pass-through entity.)

A copy of this Fact Sheet should be retained by the program and the subrecipient for audit purposes.

## Appendix A

Month End Production Report<sup>1</sup> shall contain the following:

1. Number of court hearing conducted
2. Number of judgments obtained
3. Total amount of judgments
4. Number of legal actions filed
5. Number of actions commenced based on the filing of another party
6. Number of establishment stipulations or establishment done by fast-track process
7. Percentage of hearing quashed for lack of service
8. Number of new establishment orders
9. Cumulative amount of new establishment orders
10. Number of support orders entered by default
11. Number of new paternity orders
12. Number of children for whom paternity was established
13. Number of modifications resolved by hearing
14. Cumulative change from modifications resolved by hearing
15. Number of simplified modifications resolved without hearing
16. Cumulative change from simplified modifications resolved without hearing
17. Enforcement matters resolved (judgments)
18. Number of contempt findings
19. Number of parties jailed for civil contempt

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<sup>1</sup> Most of the information required in this statistical report is generated by ATLAS through use of the legal processes tracking screens in ATLAS.



**ARF-5912**

**Regular Agenda Item 3. G.**

**Regular BOS Meeting**

Meeting Date: 03/10/2020

Submitted For: Steve Sanders, Director

Submitted By: Shannon Boyer, Executive Administrative Asst.

Department: Public Works

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Information

Request/Subject

Resolution No. 20-03-02 to name two roads in Pine as West Dilly Way and West Dally Lane.

Background Information

The owner of a 4.2 acre lot in Pine contacted the County Addressing Department with a request to name two new roads that will service up to 16 residences on the property if built as designed. Mr. Pugel, the sole property owner made the request as part of the Community Development process and as the sole impacted property owner satisfies the 75% threshold of Section 806.A of Gila County Street Naming and Property Numbering Ordinance No. 11-03. The public notice was sent to the property owner by registered mail with a dissention date of February 3, 2020. As of February 4th no dissenting responses had been received.

Evaluation

These roads branch off of North Old County Road in Pine between West South Road and AZ Highway 87. The section is identified as T12N R8E Section 36.

The original submittal to Community Development had the roads identified as Dilly Way and Dally Way. To accommodate Section 804 of the Addressing Ordinance to disambiguate similar-sounding names in the same zip code Dally Way was changed to Dally Lane.

The site plan, area map, and public notice are attached.

Conclusion

Naming these roads in Pine is supported by Gila County Street Naming and Property Numbering Ordinance Number 11-03.

Recommendation

The Public Works Department Director recommends that the Board of Supervisors adopt Resolution No. 20-03-02 naming two roads in the Pine area as West Dilly Way and West Dally Lane.

Suggested Motion

Information/Discussion/Action to adopt Resolution No. 20-03-02 to name West Dilly Way and West Dally Lane in the Pine area. **(Steve Sanders)**

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Attachments

Resolution No. 20-03-02

Public Notice

Location Map

Site Plan

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After Recording Please Return to:  
Marian Sheppard - BOS



**RESOLUTION NO. 20-03-02**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA NAMING TWO NEW ROADS IN THE PINE AREA, ARIZONA AS WEST DILLY WAY AND WEST DALLY LANE.**

**WHEREAS**, the Gila County Board of Supervisors initially adopted the Gila County Street Naming and Property Numbering Ordinance on April 1, 1991, and last amended it on June 28, 2011; and,

**WHEREAS**, street names are assigned in order to implement the uniform assignment of property numbers and avoid duplicate names that would hinder emergency services and the safety of Gila County residents; and,

**WHEREAS**, Article 8, Section 804, of the Street Naming and Property Numbering Ordinance limits name duplication within a zip code; and,

**WHEREAS**, Article 8, Section 806, of the Street Naming and Property Numbering Ordinance provides guidelines for the renaming of existing named streets; and,

**WHEREAS**, the following street names and locations substantially comply with the provisions of Article 8 of the Ordinance:

**WEST DILLY WAY – Section 36 T12N R10E**  
**WEST DALLY LANE – Section 36 T12N R10E**

**NOW, THEREFORE, BE IT RESOLVED** that the Gila County Board of Supervisors does officially recognize the street names set forth above to become effective in conjunction with the numbering of properties along said streets and directs the appropriate County departments to incorporate these names uniformly on all maps of Gila County.

**PASSED AND ADOPTED** this 10<sup>th</sup> day of March 2020, at Globe, Gila County, Arizona.

Attest:

**GILA COUNTY BOARD OF SUPERVISORS**

\_\_\_\_\_  
Marian Sheppard, Clerk

\_\_\_\_\_  
Woody Cline, Chairman

Approved as to form:

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

## PUBLIC NOTICE

PUBLIC NOTICE IS HEREBY GIVEN that the Gila county Board of Supervisors will hold a public hearing for the naming of two unnamed roads in the Pine area.

A development in the Pine area off of Old County Road has resulted in two new road name requests. As these roads are wholly contained on a single parcel of land with a single owner, the request is satisfied. After careful consideration from the Gila County Rural Addressing Department and property owners, W Dilly Way and W Dally Ln names will be sufficient for naming the particular roads.

To file an objection to the proposed names, residents must file an alternative petition in writing to the Rural Addressing Department by Tuesday, February 3, 2020 at 5:00pm, per Gila County Street Naming Ordinance No. 11-03. Petitions can be obtained through the Rural Addressing Department upon request.

The public hearing to name the road is scheduled for Tuesday, February 18th, 2020 at 10:00 a.m., or thereafter, located at the Gila County Courthouse, 1400 East Ash Street, Globe, AZ.

Inquiries and objections may be directed to:

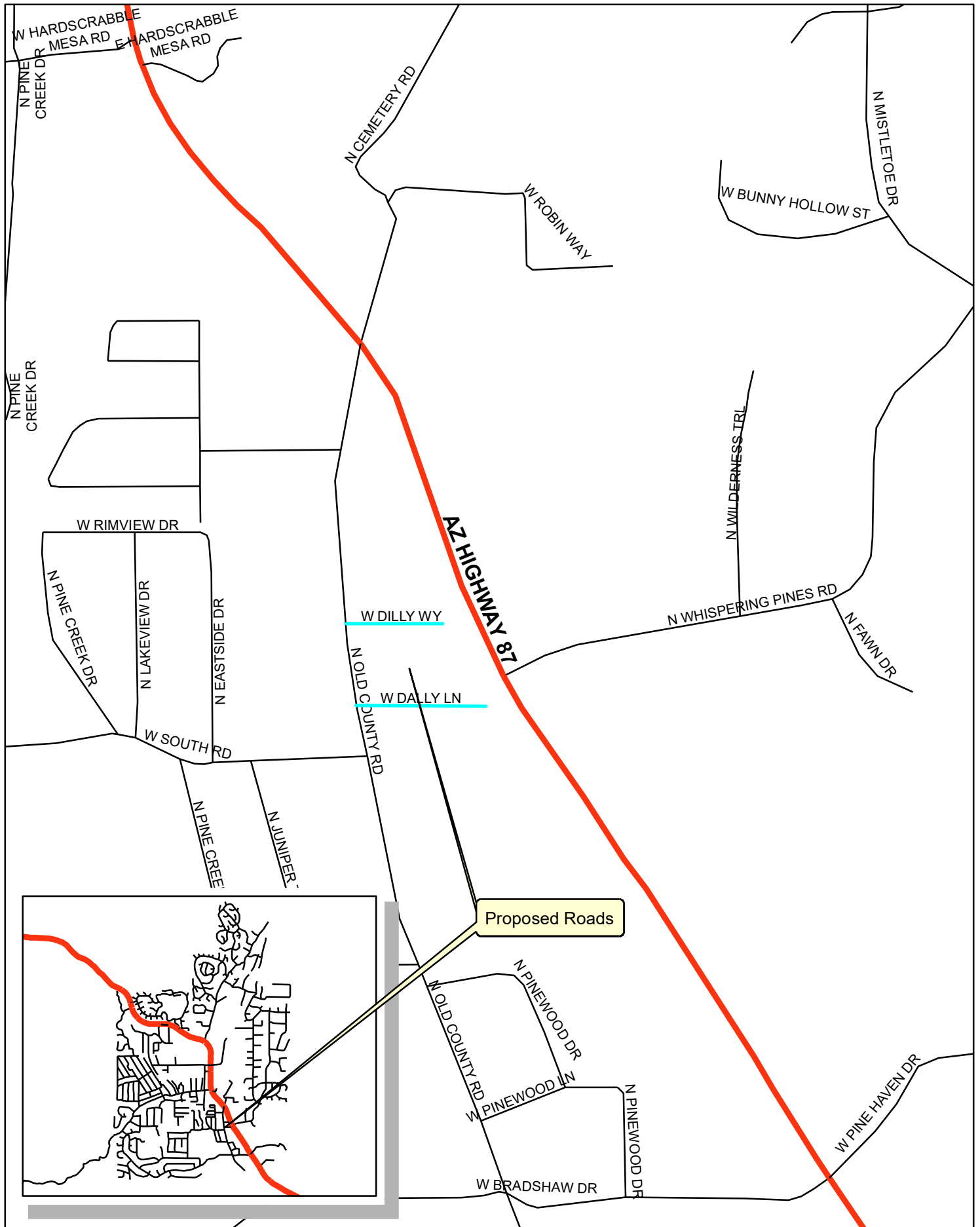
Tom Homan, GIS/Addressing Supervisor  
745 N Rose Mofford Way  
Globe, AZ 85501  
(928) 402-8597



**Proposed Road Names Highlighted**



# Dilly/Dally Road Naming





# GRADING, DRAINAGE AND UTILITY PLANS FOR RIMSIDE VILLAGE

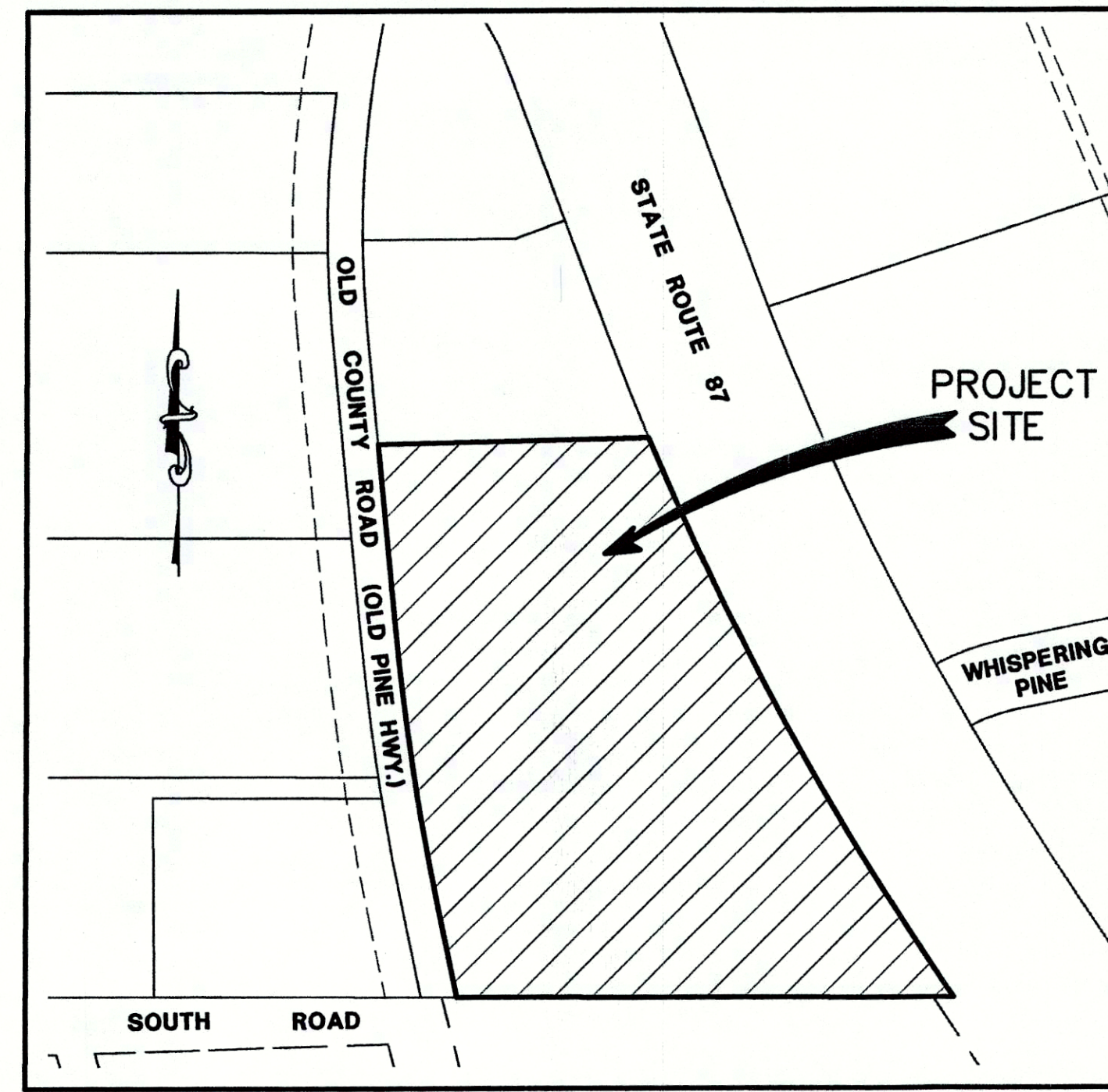
PARCEL "B"  
AS SHOWN ON R.O.S. MAP 3139,  
LOCATED IN THE SE 1/4 OF SECTION 36,  
T12N, R8E G&SRM, GILA COUNTY, ARIZONA  
(APN: 301-19-019Y)

**BENCH MARK**  
R.M. 25 BRASS CAP  
AT S.W. CORNER S.R. 87 &  
HARDSCRABBLE ROAD  
ELEV.=5371.68 (1988 DATUM)

**BASIS OF BEARINGS**  
THE LINE BETWEEN THE CENTER  
ONE-QUARTER OF SECTION 36,  
AND THE EAST ONE-QUARTER OF  
SECTION 36, T-12N, R-8E G. & S.R.M.  
BEING: N 89° 53' 10" W

## LEGEND

- PROPOSED A.C. PAVEMENT
- EXISTING A.C. PAVEMENT
- PROPOSED FLOW ARROW
- BOUNDARY LINE
- RIGHT OF WAY LINE
- CENTER LINE
- LOT LINE
- EASEMENT LINE
- 302-84-025E ASSESSOR'S PARCEL NUMBER (APN)
- S-5 EXISTING SEWER MAIN & MANHOLE
- W-5 EXISTING WATER MAIN & VALVE
- 4"S PROPOSED SEWER MAIN & CLEANOUT
- 2"W PROPOSED WATER MAIN & VALVE
- PROPOSED STORM DRAIN
- 5000 EXISTING GROUND CONTOUR
- PROPOSED FINISH CONTOUR
- PROPOSED TOP OF CUT SLOPE
- PROPOSED TOE OF FILL SLOPE
- LM= MINIMUM LOWEST MEMBER ELEVATION (PARK MODEL)
- PAD= FINISH PAD ELEVATION
- G= FINISH GRADE ELEVATION
- EP= EDGE OF PAVEMENT ELEVATION
- S=2% SLOPE
- TC= TOP OF CURB ELEVATION
- FL= FLOWLINE ELEVATION
- TG= TOP OF GRATE ELEVATION
- IE= INVERT ELEVATION
- TW= TOP OF WALL ELEVATION
- TF= TOP OF FOOTING ELEVATION
- S.D. STORM DRAIN
- S.E. SLOPE EASEMENT
- D.E. DRAINAGE EASEMENT
- PUE PUBLIC UTILITY EASEMENT



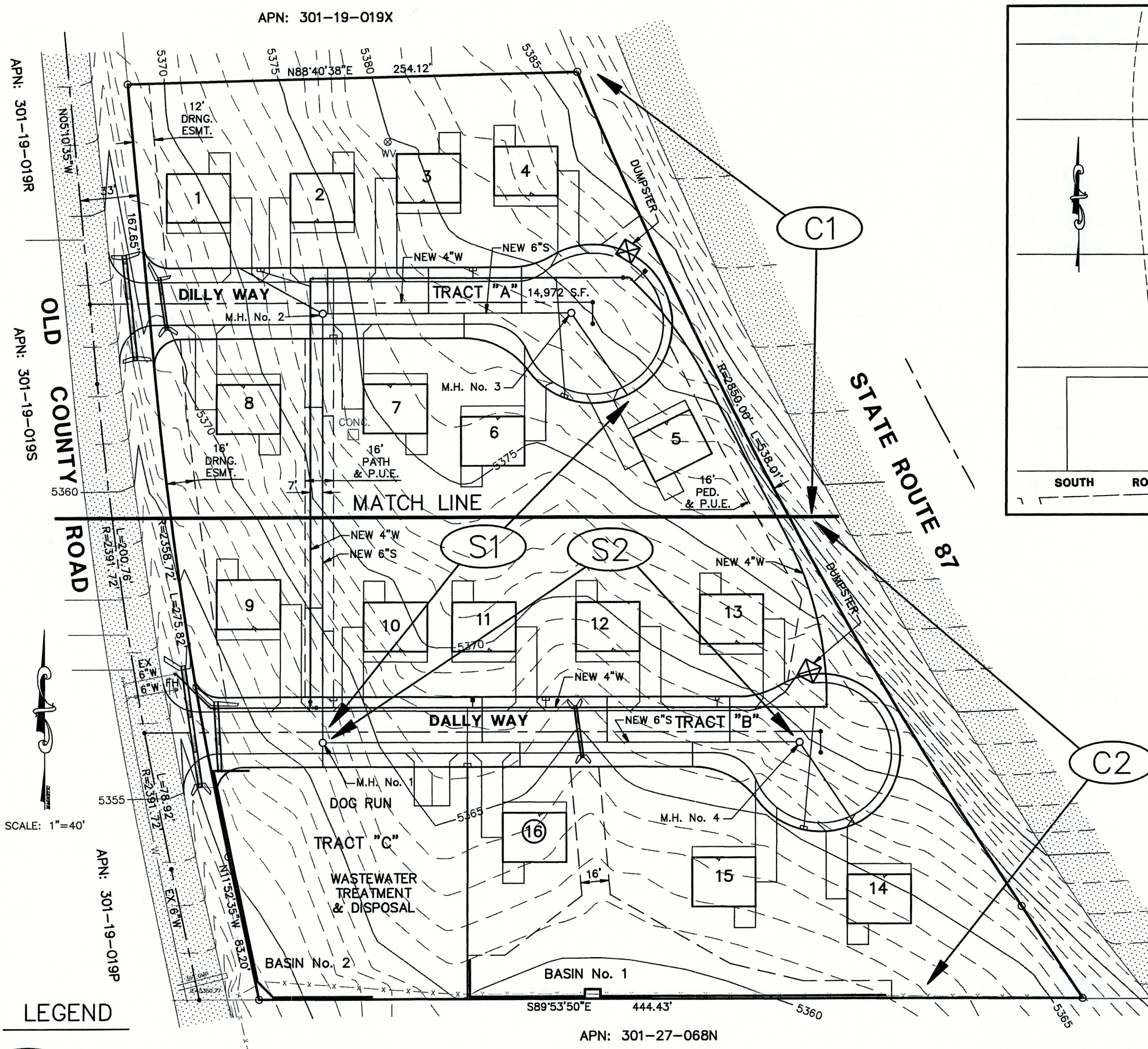
**LOCATION MAP**  
N.T.S.

SHEET INDEX		
SHEET NO.	DWG. NO.	DESCRIPTION
1	CVR	COVER SHEET
2	DTL	DETAIL SHEET AND NOTES
3	WDT	WATER DETAIL SHEET AND NOTES
4	SDT	SEWER DETAIL SHEET AND NOTES
5	C1	PLAN AND PROFILE - NORTH PORTION - PIPE PROFILES
6	C2	PLAN AND PROFILE - SOUTH PORTION
7	S1	SEWER PLAN AND PROFILE - LINE A
8	S2	SEWER PLAN AND PROFILE - LINE B

## OWNER

RAY PUGEL  
P.O. BOX 189  
PINE, ARIZONA 85544

RECEIVED  
JUL 1 1 2019  
BY: \_\_\_\_\_



## LEGEND

C1 INDICATES  
DRAWING NUMBER

## KEY MAP

GRADING, DRAINAGE AND UTILITY PLANS  
RIMSIDE VILLAGE  
PINE, ARIZONA

REVISIONS	CHK.	DESCRIPTION	DATE
NO.			
JOB NO.	18-16		
DATE:	6-28-19		





**ARF-5917**

**Regular Agenda Item 3. H.**

**Regular BOS Meeting**

Meeting Date: 03/10/2020

Submitted By: Betty Hurst, Contracts Administrator

Department: Finance

Fiscal Year: 2020

Budgeted?: Yes

Contract Dates 03-10-20 to 06-30-20

Grant?: No

Begin & End:

Matching No

Fund?: Renewal

Requirement?:

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Information

Request/Subject

Request to Award a Contract for Invitation for Bids No.  
121819-Replacement of Three Sheriff's Office Patrol Vehicles

Background Information

The vehicles mentioned in the agenda request will be needed in the fleet in the coming year for the Sheriff's Office for Patrol use. These vehicles would replace units (B-116, B-121, and B-127) that are costing a lot of money in repairs and fuel and are at or above 200,000 miles. Vehicles (B-116, B-121, and B-127) will be used as a trade-in to prevent increasing the size of the fleet and will be disposed of at auction.

On January 9, 2020, the Gila County Board of Supervisors authorized the newspaper advertisement of Invitation for Bids No. 121819 for the replacement of three Sheriff's Office patrol vehicles.

Invitation for Bids No. 121819 was advertised in the Arizona Silver Belt on January 15, 2020, and January 22, 2020. All sealed bids were due on February 5, 2020.

Evaluation

Sealed bids were accepted at the Gila County Finance Department through 11:00 A.M., MST, on February 5, 2020. The Finance Department received competitive bids from three vendors in response to Invitation for Bids No. 121819.

McSpadden Ford met all bid specifications and offered the low bid price at

\$65,145.83 per vehicle.

The vehicles mentioned in the agenda request will be needed in the fleet in the coming year for the Sheriff's Office for Patrol use. These vehicles would replace units (B-116, B-121, and B-127) that are costing a lot of money in repairs and fuel and are at or above 200,000 miles. Vehicles (B-116, B-121, and B-127) will be used as a trade in to prevent increasing the size of the fleet and will be disposed of at auction.

### Conclusion

The vehicles that will be purchased with this contract will be used by the Sheriff's Office Patrol to replace older vehicles.

The Public Works Department Director recommends that the Board of Supervisors award a contract to McSpadden Ford in the amount of \$195,437.49 for the purchase of three new Ford Expedition SSVs with installed equipment as outlined in the McSpadden Ford proposal.

### Recommendation

The Public Works Director recommends that the Board of Supervisors award a contract to McSpadden Ford in the amount of \$195,437.49 for the purchase of three new Ford Expedition SSVs as specified in Invitation for Bids No. 121819 with installed equipment as outlined in the McSpadden Ford proposal.

### Suggested Motion

Information/Discussion/Action to review all bids submitted for Invitation for Bids No. 121819 to purchase three new Ford Expedition SSVs with installed equipment; award to the lowest, responsible and qualified bidder; and authorize the Chairman's signature on the award contract for the winning bidder. **(Steve Sanders)**

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### Attachments

Contract No. 121819

As Read Bid Results

McSpadden Ford-Sealed Bid

Larry H. Miller Ford Mesa-Sealed Bid

San Tan Ford-Sealed Bid

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

**BID NO. 121819**

**Replacement of Three (3) Sheriff's Office Patrol Vehicles**



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

**\*COUNTY MANAGER\***  
James Menlove



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

1400 E. Ash Street  
Globe, Arizona  
85501

**SOLICITATION NUMBER  
121819**

**BID DUE DATE:** Wednesday, February 5, 2020

**TIME:** 11:00 AM

**DESCRIPTION:** Replacement of Three (3) Sheriff's Office Patrol Vehicles

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

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

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

Request for submittals after the specified date and time to the Procurement Group shall not be considered. To receive bid documents, contact the Procurement Group at (928) 402-4355 or click on the following link to the County website. [http://www.gilacountyaz.gov/government/finance/procurement/current\\_bids.php](http://www.gilacountyaz.gov/government/finance/procurement/current_bids.php)

Additional instructions for preparing a bid are provided on pages 4-6 of the bid documents to Offerors as contained within the solicitation.

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

All procurement activities conducted by Gila County are in conformance with the rules and regulations of the Gila County Procurement Group Statement of Procedures. A copy of the Gila County Procurement Group Statement of Procedures is available for review in the Deputy Clerk of the Board's office, Globe, AZ.

Payson Roundup advertisement dates: January 15, 2020 and January 22, 2020

**BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.**

Designated Department: Gila County Fleet Management  
Type of contract: Term  
Term of Contract: Twelve Months  
Phone Number: (928) 951-3705

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

Date: 1/7/20

Signed: Chuck Shire  
The Gila County Attorney's Office

Date: 1/9/20

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**BID NO. 121819**  
**Replacement of Three (3) Sheriff's Office Patrol Vehicles**

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**GENERAL SCOPE**

It is the intent of this solicitation to award a contract for the Replacement of Three (3) Sheriff's Office Patrol Vehicles for the Sheriff's Office under Fleet Management in Gila County. Vehicles will be fully upfitted with security equipment and the outside shall be wrapped with the Gila County Sheriff logo.

The County may choose to award this contract as a whole, or make multiple awards, depending on what is deemed to be in the County's best interest considering price, specifications, and delivery date. The request for price of an item does not guarantee a purchase but merely provides the County with the option if the need arises.

See attached: **Exhibit "C" Pages 12-13, and Page 15-18 as specified on Price Sheet for total price being proposed.**

Vendors who agree to provide the Minimum Bid Specifications for this Invitation for Bid shall be considered for award.

**BID NO. 121819**  
**Replacement of Three (3) Sheriff's Office Patrol Vehicles**

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**INSTRUCTIONS TO VENDORS**

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

**EXHIBIT "A" INSTRUCTIONS TO VENDORS**

**Preparation of Sealed Bid**

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

**Amendments**

Any addendum issued as a result of any change in this Invitation for Bids must be acknowledged by all Vendors in the following manner:

**BID NO. 121819**  
**Replacement of Three (3) Sheriff's Office Patrol Vehicles**

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*Instructions to Vendors continued...*

1. Completion of the Bidder Checklist & Addenda Acknowledgment form, page 22.

Failure to indicate receipt of addenda in the above manner may result in a bid being rejected as non-responsive. If no addenda have been issued, please indicate so by writing "Not Applicable" in the space provided under #1. The Vendor Checklist & Addenda Acknowledgment form must be signed and dated.

**Inquiries**

Any questions related to this IFB must be directed to those whose names appear on the Notice. Questions should be submitted in writing when time permits. The Gila County Supervisors, at their sole discretion, may require all questions be submitted in writing. Any correspondence related to an Invitation for Bids should refer to the appropriate Invitation for Bids number, page, and paragraph number. However, the Vendor(s) must not place the IFB number on the outside of an envelope containing questions since such an envelope may be identified as a sealed Bid and may not be opened until after the official IFB due date and time. Questions received less than five (5) working days prior to the date for opening Bids will be answered only if time permits. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

**Late Bids**

Any bid received later than the date and time specified on Notice for Sealed Bids shall not be considered.

***Submittal Bid Format:***

It is requested that **One (1) Original and One (1) copy (2 TOTAL) with original signatures on both sets of the Qualification and Certification Form, Price Sheets, No Collusion Form, Certification Regarding Debarment, Legal AZ Workers Act Compliance Form, Bidders Checklist and Addenda Acknowledgment Form, and Offer Page shall be submitted on the forms and in the format specified in the Invitation for Bid.** The County will not be liable for any cost incident to the preparation of Bid, materials, reproductions, presentations, copy-right infringements, etc. It is permissible to copy these forms if required. Facsimiles or mailgrams shall not be considered.

1. By signature in the offer section of the Offer and Acceptance page, Vendor certifies:
  - A. The submission of the offer did not involve collusion or other anti-competitive practices.
  - B. The Vendor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
  - C. In order to conserve resources, reduce procurement costs, improve timely acquisition and cost of supplies and to improve efficiency and economy of procurement, any political subdivision, State, County, City, Town, etc., of the State of Arizona, will be allowed by the Vendor(s) awarded the contract to provide the same services, at the same prices stated in the bid. Delivery charges may differentiate depending on geographical location.

**BID NO. 121819**  
**Replacement of Three (3) Sheriff's Office Patrol Vehicles**

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Instructions to Vendors continued...

2. Bids submitted early may be modified or withdrawn by notice to the party receiving bids at the place and prior to the time designated for receipts of Bids.
3. The County is not responsible for any Vendor's errors or omissions. Negligence in preparing an offer confers no right to the Vendor unless the Vendor discovers and corrects such errors prior to the Bid deadline.

**All bids shall be submitted in a sealed envelope:**

- **Minimum of Two (2) copies with original signatures shall be provided by the Vendor;**
- **The words "Invitation for Bid" with Title "Replacement of Three (3) Sheriff's Office Patrol Vehicles", "Bid No. 121819", "February 5, 2020" and "3:00 PM" shall be written on the face of the envelope;**
- **The Vendor shall assume full responsibility for timely delivery at the location designated in the Notice.**
- **No bids will be accepted after 11:00 A.M. AZ Time, Wednesday, February 5, 2020. Bids will be opened at 11:00 A.M., Wednesday, February 5, 2020.**

**BID NO. 121819**  
**Replacement of Three (3) Sheriff's Office Patrol Vehicles**

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**GENERAL TERMS AND CONDITIONS**

**Award of Contract**

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

**Protests**

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

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

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



**BID NO. 121819**  
**Replacement of Three (3) Sheriff's Office Patrol Vehicles**

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*General Terms & Conditions continued...*

**Laws and Ordinances**

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

**EXHIBIT "B" CONTRACT AWARD AGREEMENT**

This exhibit shall serve as the contract agreement to any Vendor, their agents, subcontractors or representatives, awarded this or any portion of this contract by the County, by submitting Bids to this or any other solicitation requiring sealed bids, does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Vendor's signature(s) appearing on page 24, Vendors Offer Page, and Exhibit "D" Vendors Qualification and Certification form page 14. This Contract shall include the Invitation for Bids No. 121819 and all exhibits attached to it, including but not limited to the Qualification and Certification Form, Price Sheets, No Collusion Affidavit, Legal AZ Workers Act Compliance Form, Bidders Checklist and Addenda Acknowledgment Form, and Offer Page which are all incorporated into this agreement by this reference.

**Overcharges by Antitrust Violations**

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

**Authority to Contract**

This contract shall be based upon the Invitation for Bids No. 121819, issued by the County, and the offer submitted by the Vendor in response to the IFB. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the IFB which is incorporated by this reference into this agreement. The county reserves the right to clarify any contractual terms with the concurrence of the Vendor; however, any substantial non-conformity in the offer, as determined by the County Attorney, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between Gila County and the Vendor relating to these requirements. The Contract shall prevail over any and all previous agreements, contracts, bids, negotiations, purchase orders, or master agreement in any form. The contract activity is issued under the authority of the Gila County Manager, after the Gila County Board of Supervisors approves the award. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of the Gila County Board of Supervisors in the form of an official contract amendment. Any attempt to alter any documents on the part of the Vendor or any agency is a violation of the Gila County Procurement Group Statement of Procedures. Any such action is subject to the legal and contractual remedies available to the County inclusive, but not limited to, contract cancellation, suspension or debarment of the Vendor.

**Contract Amendments**

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

**Replacement of Three (3) Sheriff's Office Patrol Vehicles**

Exhibit "B" Contract Award Agreement continued...

**Contract Default**

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

**Right to Assurance**

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

**Costs and Payments**

Payments shall comply with the requirements of A.R.S. Title 35 and 41, Net 30 days. Upon receipt and acceptance of goods and services, the Vendor shall submit a complete and accurate invoice for payment.

IRS W9 Form: In order to receive payment, the Vendor shall have a current IRS W9 Form on file with the County unless not required by law.

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

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

**Cancellation of County Contracts**

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

**Termination of Contract**

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

**BID NO. 121819**  
**Replacement of Three (3) Sheriff's Office Patrol Vehicles**

---

Exhibit "B" Contract Award Agreement continued...

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

1. In the opinion of the County, the Vendor fails to perform adequately the stipulations, conditions or services and specifications required in the contract.
2. In the opinion of the County, the Vendor attempts to impose on the County material products, or workmanship, which is of unacceptable quality.
3. Vendor fails to furnish the required service or product within the time stipulated in the contract.
4. In the opinion of the County, the Vendor fails to make progress in the performance of the requirements of the contract or give the County a positive indication that Vendor will not, or cannot, perform to the requirements of the contract.

Each payment obligation of the County created hereby is conditioned upon the availability of County, State and Federal funds, which are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the County and available for the continuance of service herein contemplated, the contract period for the service may be terminated by the County at the end of the period for which funds are available. The County shall notify the Vendor at the earliest possible time which service may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

**General**

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

**BID NO. 121819**  
**Replacement of Three (3) Sheriff's Office Patrol Vehicles**

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*Exhibit "B" Contract Award Agreement continued...*

**Indemnification Clause**

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

**BID NO. 121819**  
**Replacement of Three (3) Sheriff's Office Patrol Vehicles**

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**MINIMUM SPECIFICATIONS**

**EXHIBIT "C" MINIMUM SPECIFICATIONS FOR: 121819**

**Purpose:** It is the intent of Gila County to establish, by this Invitation for Bids, a contract to Replacement of Three (3) Sheriff's Office Patrol Vehicles. This Invitation for Bid No. 121819 including the Qualification and Certification Form, Price Sheets, No Collusion Form, Legal AZ Workers Act Compliance Form, Certification Regarding Debarment, Checklist and Addenda Acknowledgment Form, and Offer Page constitutes the entire Bid package and by this reference is hereby incorporated into this agreement.

**SECTION 1.0**

**General:**

- 1.1 All product specifications are minimum. Vendor must provide product specification sheet.
- 1.2 Vendor should have adequate manufacturing / stock facilities to serve the needs of Gila County.
- 1.3 All proposals must represent the entire package.
- 1.4 The parties specifically understand and agree that the quantities used for bidding purposes are estimates of County needs and in no event shall the County be obligated to purchase the exact quantities of any item set forth in the proposal. The County does not guarantee any maximum or minimum amounts of purchase.

**SECTION 2.0**

**Bid Pricing:**

- 2.1 The Vendor shall submit the bid in the form of a firm unit price for the contract period. Initial contract period is through June 30, 2020. Vendor shall incorporate all freight, profit, and discount into their price.
- 2.2 **The term of the contract shall commence upon award and shall remain in effect through June 30, 2020, unless terminated, cancelled or extended as otherwise provided herein.**

**SECTION 3.0**

**Ordering and Delivery:**

- 3.1 ORDERING: Gila County does not warrant the order quantity of any item prior to actual need. Gila County may re-order item as it becomes necessary or based on the required needs within the County during the term of this contract.
- 3.2 PRODUCT DELIVERY Location: Gila County Shop, 1001 W. Besich Blvd, Globe, AZ. The Board of Supervisors may designate other or alternate delivery sites at any time during the term of the contract. These needs may be based on, but not limited to, seasonal, emergency, historical usage data.



**BID NO. 121819**  
**Replacement of Three (3) Sheriff's Office Patrol Vehicles**

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*Exhibit "C" Minimum Specifications continued...*

- 3.3 DELIVERY TIME: Vehicles must be delivered no later than June 30, 2020. Failure to provide delivery within this time period may result in termination of this contract and award to the next lowest, responsible bidder.
  
- 3.4 Vendor shall retain title and control of all goods until they are delivered, and the contract of coverage has been completed. All risks of transportation and all related charges shall be the responsibility of the Vendor. All claims for visible or concealed damage shall be filed by the Vendor. The County will assist the Vendor in arranging for inspection.

**BID NO. 121819**  
**Replacement of Three (3) Sheriff's Office Patrol Vehicles**

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**QUALIFICATION AND CERTIFICATION FORM**

**EXHIBIT "D" VENDORS QUALIFICATION AND REFERENCE LIST**

**PURPOSE**

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Vendors under consideration for final award. The information may or may not be a determining factor in award.

**CONTACT NUMBER 121819 Replacement of Three (3) Sheriff's Office Patrol Vehicles**

The applicant submitting this Bid warrants the following:

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

McSpadden Ford Inc  
601 N Broad St.  
Globe AZ 85501 (928) 425-4491

2. Has Vendor (under its present or any previous name) ever failed to complete a contract?  
\_\_\_\_\_ Yes X No. If "Yes", give details including the date, the contracting agency, and the reason Vendor failed to perform in the narrative part of this Contract.
3. Has Vendor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? \_\_\_\_\_ Yes X No. If "Yes", give details, including the date, the contracting agency, the reasons for the Vendors disqualifications, and whether this disqualification remains in effect in the narrative part of this Contract.
4. Has a contracting agency ever terminated a contract with the Vendor (under your firm's present or any previous name) prior to end of contract period? \_\_\_\_\_ Yes X No. If "Yes", give details including the date, the contracting agency, and the reasons offer was terminated in the narrative part of this Contract.
5. Vendor must also provide at least the following information:
- a. A Cost Bid shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
  - b. Gila County reserves the right to request additional information.

Lisa Whelenga  
Signature of Authorized Person to Sign

Lisa Whelenga  
Printed Name

General Manager  
Title

BID NO. 121819  
Replacement of Three (3) Sheriff's Office Patrol Vehicles

**PRICE SHEET FOR SHERIFF'S OFFICE PATROL**

**DESCRIPTION: Three (3) New Ford Expedition SSV, Police Vehicle Upfitting and Vehicle Wrap**  
(Build Sheet Must Accompany Proposal)

Vehicle Year, Make, & Model: 2020 Ford Expedition

MINIMUM SPECIFICATIONS Three (3) New Ford Expedition SSV, Police Vehicle Upfitting and Vehicle Wrap	MEETS MINIMUM SPECIFICATIONS YES NO
Exterior: Oxford White (YZ)	Y
Interior: Light Color (L)	Y
(L) XL Cloth Covered Front Bucket Seats Without Console	Y
Vinyl Covered Rear Bench Seat	Y
Power Features: Door Locks, Windows, Mirrors, Steering	Y
AM/FM Clock Radio/Stereo with SYNC	Y
Backup Camera	Y
Tilt Steering Wheel, Cruise Control	Y
Remote Keyless Entry; Including 5 Entry and Ignition Keys/FOBS as Required For Entry And Operation	Y
102A Equip. Group, Skid Plates	Y
(99T) 3.5L ECO Gas Engine	Y
(U1G) 4X4 Drivetrain XL	Y
(44U) Automatic Transmission	Y
536 Trailer Tow Package – Heavy Duty Cooling System	Y
A/C – Front and Rear	Y
Front Tow Hooks	Y
10 Ply All Terrain Tires (LT) with Full Size Spare Tire and Wheel	Y
Jack and Tire Changing Tools	Y
SUB – TOTAL AMOUNT	\$39,227.28 Each
OTHER COSTS	\$ -0-
SALES TAX	\$ 3,491.23
TOTAL AMOUNT OF DELIVERED VEHICLE	\$ 42,718.51 Each

Delivery Location: Gila County Fleet Management, 1001 W. Besich Blvd., Globe, AZ. 85501

Estimated Date of Delivery prior to June 30, 2020: June 29, 2020

Vendor Name: Mc Spadden Ford Vendor Phone Number: 928-425-4491

Pd upon Receipt  
of Expedition  
by Upfit Company

**BID NO. 121819**

**Replacement of Three (3) Sheriff's Office Patrol Vehicles**

**DESCRIPTION: Aftermarket Upfitting of Three (3) New Ford Expedition SSV's for Law Enforcement Use**

**PRICE LIST**

*(Build Sheet Must Accompany Proposal)*

MINIMUM SPECIFICATIONS Aftermarket Upfitting of Three (3) New Ford Expedition SSV's for Law Enforcement Use	QUANTITY PER VEHICLE	MEETS MINIMUM SPECIFICATIONS	
		YES	NO
***Push Bumper***			
Setina BK2168EPD18 PB450L4 Aluminum with LEDs	1	Y	
***Siren Speaker Mounted in Pushbumper***			
ETSS100N 100N Series Professional Composite Speaker	1	Y	
***Headlight Flasher***			
ETHFSS-SP 100% SS Multi Pattern Headlight Flasher	1	Y	
***Central Power Distribution and Timer System***			
EX0009 Patrol Power Gen 1 Full Sized Panel	1	Y	
***Driver Side LED Spot Light***			
W335PL-0002 Unity LED Spot Light, Post Mount Black 6" Housing	1	Y	
189 Unity Installation Kit for Driver Side of Expedition	1	Y	
***Under Mirror Dual Color LEDs***			
ENT2B3D Intersector LED Under Mirror Warning Light, Red/White	1	Y	
ENT2B3E Intersector LED Under Mirror Warning Light, Blue/White	1	Y	
***Dual Color Light Bar***			
ENFLBS1254 NFORCE 54" LIGHTBAR Front R/W B/W Rear R/A B/A	1	Y	
***Console And Accs.***			
CC-MC-18 18" Console (7" slope front/11" level rear)	1	Y	
AC-F-150-14-MNT Console Mount for Expedition	1	Y	
7120-0723 Gamber Mic Clip Kit	2	Y	
FP-ICOMA120 Icom A120 Aviation	1	Y	
FP-VX6000 Troy Face Plate for Vertex 6000 Radio	1	Y	
AC-INBHG Internal Beverage Holder w/Rubber Pieces	1	Y	
ETSA481CSP nERGY 400 Series Siren Push Button Controls 100 watt	1	Y	
FP-ETSA481 4" Face Plate for Sound Off481 Siren Controller	1	Y	
FP-USB-2DC Faceplate with 2 DC Outlets and a USB	1	Y	
7160-0430 GamberJohnson External Brother Printer Mount Armrest	1	Y	
***Computer Equipment***			
DS-PAN-111-2 Panasonic Toughbook 30/31 Docking Station, Full Port Replicator	1	Y	
LPS-104 Power Supply, 120W, External Mount, 3' Cable, Panasonic	1	Y	
C-HMD-215 10" Heavy Duty Telescoping Pole, Side Mount	1	Y	
C-MD-112 11" Slide Out Locking Swing Arm w/Motion Adapter	1	Y	
***Dual Gun Lock***			
7010-3030-6 Dual Gun Lock GR3 with 2 SC-5HC	1	Y	
***Other Interior Equipment***			
ECVDMTLAL00 Sound Off White/Red All LED Domelight-Universal	2	Y	
75458 Stream Light 75458 DS LED HL Piggy Back	1	Y	
***B to C Pillar Equipment***			
PK1174EPD18#8XL 75/25 Coated Poly Partition 2020 Ford Expedition	1	Y	

PK0123EPD182ND 2018 Ford Expedition #12VS 2 <sup>ND</sup> Expanded Metal Partition	1	y
WK0595EPD18 Poly Window Barrier 2020 Ford Expedition	1	y
DK0598EPD18 Door Panels, VS Aluminum, 18+ Ford Expedition	1	y
***C – D Pillar Equipment***		
225-2467-LO/2 Single Drawer Box 44" W x 42 1/2" D x 16 1/2" Tall	1	y
225-2035 Custom Divider for Box Drawer	1	y
***Rear Side Window LEDs***		
EMPS2STS4J mPower Fascia LED, Stud Mount, 12-LED, Red/Blue	2	y
PMP2BKDGAI 90 deg Adjustable Mounting Bracket for mPower LED	2	y
***Under Spoiler LEDs***		
EMPS2STS4J mPower Fascia LED, Stud Mount, 12-LED, Red/Blue	4	y
PMP2BKDGAI 90 deg Adjustable Mounting Bracket for mPower LED	4	y
***Under Hatch LEDs***		
EMPS2STS3R mPower Fascia LED, Stud Mount, 8-LED, Red	1	y
EMPS2STS3B mPower Fascia LED, Stud Mount, 8-LED, Blue	1	y
PMP2BKDGAI 90 deg Adjustable Mounting Bracket for mPower LED	2	y
PMP2WDG05B 5 Degree 4" mPower Wedge Black	2	y
8600 Magnetic Switch-NC	1	y
***Tail Flasher***		
ETFBSSN-P Sound Off Backflash Module. Ford	1	y
***Kustom Signal Radar Unit***		
Kustom Signal CRS39 Eagle II Dual, KA-Band DCM w/TruTrak	1	y
***WeBoost Fleet Cell Booster***		
470254 WeBoost Drive Reach Fleet Signal Booster Kit	1	y
***Prewire for Watchguard Video***		
GPS Antenna	1	y
***Radio Equipment***		
NMOKHFUDFME*25Twenty-Five (25) Foot Radio Coax Cable Kit with FME	4	y
Larsen Black Plastic Rain Cap for NMO Mount NMOCAPB	1	y
***Tint***		
Window Tinting of Rear Windows	1	y
LABOR FOR INSTALLATION of Listed Equipment		
SHIPPING/HANDLING		
*Run Power and Ground for 2 Radios to Center Console		
<b>SUB – TOTAL AMOUNT</b>	\$ 19,870 <sup>00</sup>	
<b>OTHER COSTS</b>	\$ - 0 -	
<b>SALES TAX</b>	\$ 1767.79	
<b>TOTAL AMOUNT OF DELIVERED VEHICLE</b>	\$ 21,637.79	

Each

Each

**Delivery Location:** Gila County Fleet Management, 1001 Besich Blvd., Globe, AZ.

**Estimated Date of Delivery prior to June 30, 2020:** June 29 2020

**Vendor Name:** McSpadden Ford Inc **Vendor Phone Number:** (928) 425-4491



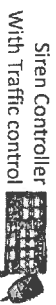
# Gila County Sheriff 2020 Expedition Full Patrol Build

SoundOff 54" Dual Color  
lightbar w/traffic

Delete Roof Rack



Eagle II CRS  
57 Radar



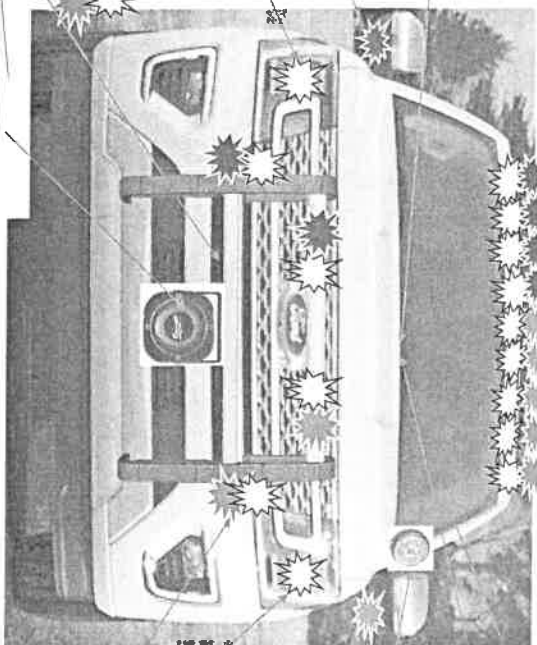
Siren Controller  
With Traffic control



Under Mirror  
LED's



Headlight Flasher



4" Red/White Blue/White  
LED lights mounted in Front  
and Side of Pushbumper

Tint all Side and Rear  
Windows



Under Mirror  
LED's



Headlight Flasher



100W Speaker  
Mounted DS  
behind Grill

Unity LED  
Spotlight





# Gila County Sheriff 2020 Expedition Full Patrol Build



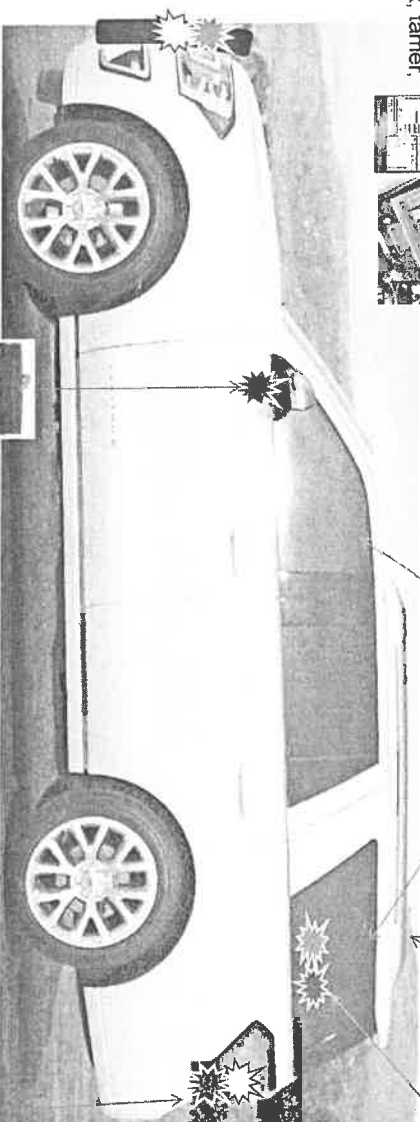
Delete Roof Rack

R/W LED Dome Light

GPS Antenna with Male  
TNC Connector

mPower 4" LEDs  
Red/Blue

Patrol Power wiring  
harness - fuse box, tamer.



Intersector LED Under  
Mirror Light

Tint all Side and Rear  
Windows

Tailight Flasher





# Gila County Sheriff 2020 Expedition Full Patrol Build

Delete Roof Rack

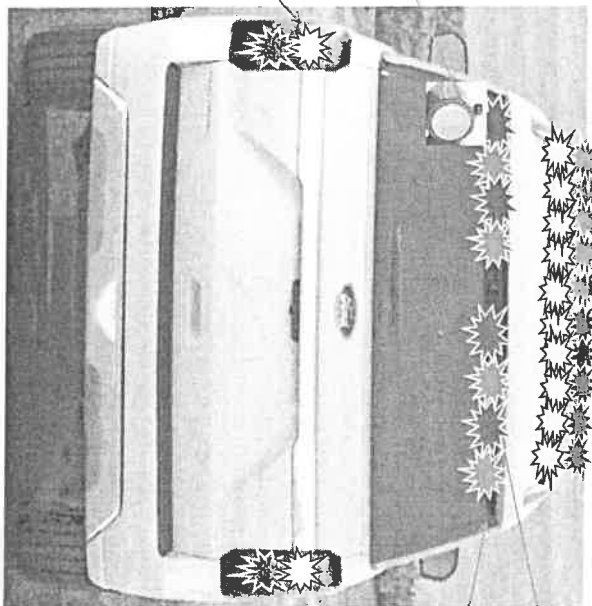


SoundOff 54" Dual Color  
lightbar w/traffic



Radar Rear Antenna

Back Flash



Tint all Side and Rear  
Windows

2 - 4" R/ B LED lights on each side  
Mounted under spoiler

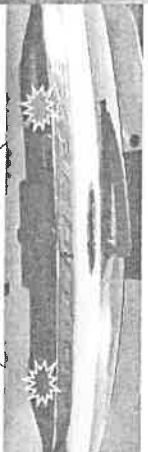


Magnetic Switch



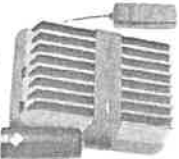
Back Flash

Outer Open Hatch Rear Facing  
mPower 4" LEDs  
Red or Blue



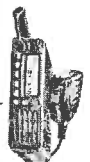


# Gila County Sheriff 2020 Expedition Full Patrol Build



WebBoost Drive  
Reach Cell Phone  
Booster Kit

Vertex 5500 Radio



ICOM Radio

HAVIS Dock For  
CF30/31 Laptop  
Dual Pass-Through



11" Slide Out Locking Swing Arm  
W/ Motion Adapter



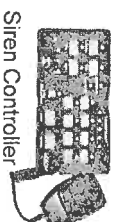
120 Watt  
Power Supply



10" Heavy Duty  
Telescoping Pole, Side  
Mount



Streamlight DS LED  
HL Piggy Back



Siren Controller

Mic Clip



B&B Dual  
Gunlock

12V Outlets



USB Outlets



Dual Cup  
Holder

18" Troy Console



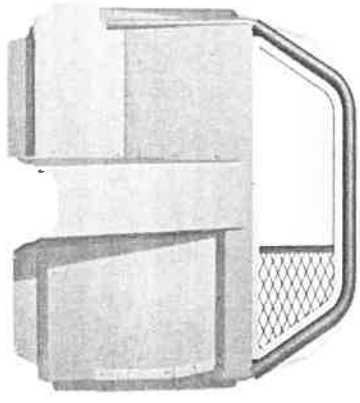
GamberJohnson  
Brother Printer  
Mount Armrest



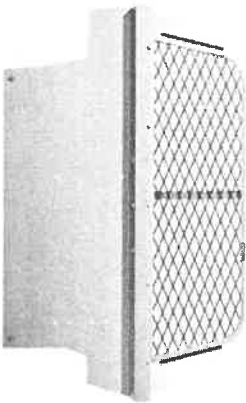
# Gila County Sheriff 2020 Expedition Full Patrol Build



Setina Front  
Partition



Setina Rear  
Partition



Setina Poly  
Window Barrier



Setina  
Aluminum Door  
Cover





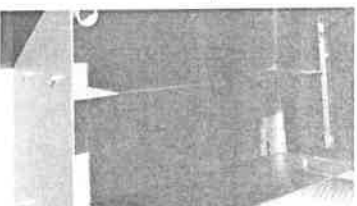
## Gila County Sheriff 2020 Expedition Full Patrol Build



B&B 225-2467-10/2 Single  
Drawer Box  
44" W x 42 1/2" D x 16 1/2" Tall.  
With Lock Out Pull Out  
Top Tray 44" W x 36 1/2" D x  
4" Tall Plus Expanded Metal  
Screen. Also includes Lock  
Out Glides (and Addition of  
Hole Location Tube Inside of  
Drawer for Lowering the  
Spare Tire 10" Tall). Drawer  
ID = 41" W x 40" D x 12" Tall.



B&B 225-2035  
Adjustable  
Divider for  
Box Drawer



**DESCRIPTION: Aftermarket Vehicle Wrap of Three (3) New Ford Expedition SSV's for Law Enforcement Use  
(SEE ATTACHED VENDOR SUPPLIER QUOTE) (WESTERN REPROGRAPHICS)**

MINIMUM SPECIFICATIONS Aftermarket Wrap of Three (3) New Ford Expedition SSV's for Law Enforcement Use (SEE ATTACHED VENDOR SUPPLIER QUOTE) (WESTERN REPROGRAPHICS)	QUANTITY	MEETS <u>MINIIMUM</u> SPECIFICATIONS <u>YES</u> <u>NO</u>
SIGN: RTA Full Size SUV Passenger Side 3M EG Reflective Print / Overlam Drivers Side 3M E Reflective Print / Overlam Rear 3m EG Reflective Print / Overlam	3	Y
INSTALLATION Clean, Prep, Install, Finish	3	Y
SETUP Design Set:	1	Y
<b>SUB – TOTAL AMOUNT</b>	\$ 725 <sup>00</sup>	Each
<b>OTHER COSTS</b>	\$ - 0 -	
<b>SALES TAX</b>	\$ 64.53	
<b>TOTAL AMOUNT OF DELIVERED VEHICLE</b>	\$ 789.53	Each

Estimated Date of Delivery prior to June 30, 2020: June 29, 2020

Vendor Name: McSpadden Food Inc Vendor Phone Number: (928) 425-4491



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

STATE OF ARIZONA                     )  
  )ss  
COUNTY OF:                                )

Lisa Wielenga  
(Name of Individual) being first duly sworn, deposes and says:

That he is General Manager  
(Title)  
of McSpadden Ford Inc and  
(Name of Business)

That he is bidding on **Gila County Bid No. 121819 - Replacement of Three (3) Sheriff's Office Patrol Vehicles and,**

That neither he nor anyone associated with the said \_\_\_\_\_  
McSpadden Ford Inc  
(Name of Business)

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



McSpadden Ford Inc  
Name of Business

Lisa Wielenga  
By  
General Manager.  
Title

Subscribed and sworn to before me this 22<sup>nd</sup> day of January, 2020.

Cheryl Y. Bentley  
Notary Public

My Commission expires:  
May 29 2020

**BID NO. 121819**  
**Replacement of Three (3) Sheriff's Office Patrol Vehicles**

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**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.

Lisa Wieling General Manager  
Typed Name and Title of Authorized Representative

  
Signature of Authorized Representative

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

**BID NO. 121819**  
**Replacement of Three (3) Sheriff's Office Patrol Vehicles**

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**LEGAL ARIZONA WORKERS ACT COMPLIANCE**

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



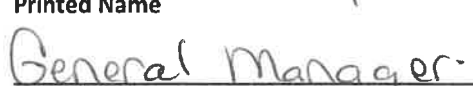
County shall have the right at any time to inspect the books and records of Vendor and any Subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Vendor's or any Subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Vendor to penalties up to and including suspension or termination of this Contract. If the breach is by a Subcontractor, and the subcontract is suspended or terminated as a result, and Gila County elects to continue the contract with the Vendor, Vendor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement Subcontractor, as soon as possible so as not to delay project completion.

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

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to ensure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Vendor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Vendor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Vendor shall be entitled to an extension of time, but not costs.

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

**BIDDERS CHECKLIST & ADDENDA ACKNOWLEDGEMENT**

**NOTICE IS HEREBY GIVEN** that all Bid Documents shall be completed, executed, and submitted with this IFB. If bidder fails to complete or execute any portion of the Bid Documents, this IFB will be determined to be "non-responsive" and rejected.

**CHECKLIST:**

**REQUIRED DOCUMENT**

**COMPLETED AND EXECUTED**

QUALIFICATION & CERTIFICATION FORM  
CERTIFICATION REGARDING DEBARMENT  
PRICE SHEETS  
NO COLLUSION AFFADAVIT  
LEGAL ARIZONA WORKS ACT COMPLIANCE  
BIDDERS CHECKLIST & ADDENDA ACKNOWLEDGEMENT  
OFFER PAGE

JSW  
JSW  
JSW  
JSW  
JSW  
JSW  
JSW

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:**

Initials	<u>JSW #1</u>	<u>JSW #2</u>	<u>JSW #3</u>	<u>JSW #4</u>	<u>JSW #5</u>
Date	<u>1/22/2020</u>	<u>1/22/2020</u>	<u>1/22/2020</u>	<u>1/22/2020</u>	<u>1/22/2020</u>

Signed and dated this 22nd day of January 2020

McSpadden Ford Inc  
VENDOR:

Rosa Wulhija  
BY: (Signature)

Each bid shall be sealed in an envelope addressed to the Gila County Procurement Group and bearing the following statement on the outside of the envelope: **Invitation for Bids: Bid No. 121819 Replacement of Three (3) Sheriff's Office Patrol Vehicles.** All bids shall be filed with the Gila County Finance Department at the Copper Building, 1400 E. Ash St., Globe, AZ on or before February 5, 2020, 11:00 A.M.

**BID NO. 121819**  
**Replacement of Three (3) Sheriff's Office Patrol Vehicles**

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**OFFER PAGE**

**TO GILA COUNTY:**

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

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

**CONTRACT NUMBER: 121819 Replacement of Three (3) Sheriff's Office Patrol Vehicles**

**Firm Submitting Bid:**

McSpadden Ford Inc  
Company Name

601 W Broad.  
Address

Globe AZ 85501  
City State Zip

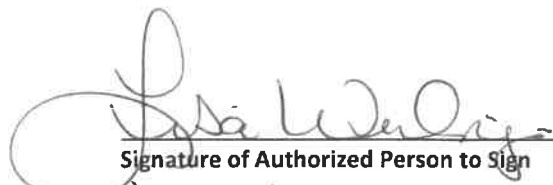
**For clarification of this offer, contact:**

Name: Lisa Wielenge

Phone No.: (928) 425-4491

Fax (928) 425-9390

Email: mcspadden sales@cableone.net

  
Signature of Authorized Person to Sign

Lisa Wielenge  
Printed Name

General Manager  
Title

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

**BID NO. 121819**  
**Replacement of Three (3) Sheriff's Office Patrol Vehicles**

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**ACCEPTANCE OF OFFER**  
(For Gila County use only)

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

The Vendor \_\_\_\_\_ is now bound to provide the materials or services listed in Invitation for Bid No.: 121819 including all terms and conditions, specifications, amendments, etc. and the Vendor's Offer as accepted by County entity.

The contract shall henceforth be referenced to as **Contract No. 121819**. The Vendor has been cautioned not to commence any billable work or to provide any material or service under this Contract until Vendor receives written notice to proceed from Gila County.

Awarded this \_\_\_\_\_ day of \_\_\_\_\_, 2020

**GILA COUNTY BOARD OF SUPERVISORS:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



[illegible]

**GILA COUNTY**

**NOTICE OF INVITATION FOR BID**

**BID NO. 121819**

**Replacement of Three (3) Sheriff's Office Patrol Vehicles**



**\*BOARD OF SUPERVISORS\***

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

**\*COUNTY MANAGER\***

James Menlove



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

1400 E. Ash Street  
Globe, Arizona  
85501

**SOLICITATION NUMBER  
121819**

**BID DUE DATE:** Wednesday, February 5, 2020

**TIME:** 11:00 AM

**DESCRIPTION:** Replacement of Three (3) Sheriff's Office Patrol Vehicles

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

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

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

Request for submittals after the specified date and time to the Procurement Group shall not be considered. To receive bid documents, contact the Procurement Group at (928) 402-4355 or click on the following link to the County website. [http://www.gilacountyaz.gov/government/finance/procurement/current\\_bids.php](http://www.gilacountyaz.gov/government/finance/procurement/current_bids.php)

Additional instructions for preparing a bid are provided on pages 4-6 of the bid documents to Offerors as contained within the solicitation.

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

All procurement activities conducted by Gila County are in conformance with the rules and regulations of the Gila County Procurement Group Statement of Procedures. A copy of the Gila County Procurement Group Statement of Procedures is available for review in the Deputy Clerk of the Board's office, Globe, AZ.

Payson Roundup advertisement dates: January 15, 2020 and January 22, 2020

**BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.**

Designated Department: Gila County Fleet Management  
Type of contract: Term  
Term of Contract: Twelve Months  
Phone Number: (928) 951-3705

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

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

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

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

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**BID NO. 121819**  
**Replacement of Three (3) Sheriff's Office Patrol Vehicles**

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**GENERAL SCOPE**

It is the intent of this solicitation to award a contract for the Replacement of Three (3) Sheriff's Office Patrol Vehicles for the Sheriff's Office under Fleet Management in Gila County. Vehicles will be fully upfitted with security equipment and the outside shall be wrapped with the Gila County Sheriff logo.

The County may choose to award this contract as a whole, or make multiple awards, depending on what is deemed to be in the County's best interest considering price, specifications, and delivery date. The request for price of an item does not guarantee a purchase but merely provides the County with the option if the need arises.

See attached: **Exhibit "C" Pages 12-13, and Page 15-18 as specified on Price Sheet for total price being proposed.**

Vendors who agree to provide the Minimum Bid Specifications for this Invitation for Bid shall be considered for award.

**BID NO. 121819**  
**Replacement of Three (3) Sheriff's Office Patrol Vehicles**

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**INSTRUCTIONS TO VENDORS**

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

**EXHIBIT "A" INSTRUCTIONS TO VENDORS**

**Preparation of Sealed Bid**

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

**Amendments**

Any addendum issued as a result of any change in this Invitation for Bids must be acknowledged by all Vendors in the following manner:



**BID NO. 121819**  
**Replacement of Three (3) Sheriff's Office Patrol Vehicles**

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Instructions to Vendors continued...

1. Completion of the Bidder Checklist & Addenda Acknowledgment form, page 22.

Failure to indicate receipt of addenda in the above manner may result in a bid being rejected as non-responsive. If no addenda have been issued, please indicate so by writing "Not Applicable" in the space provided under #1. The Vendor Checklist & Addenda Acknowledgment form must be signed and dated.

**Inquiries**

Any questions related to this IFB must be directed to those whose names appear on the Notice. Questions should be submitted in writing when time permits. The Gila County Supervisors, at their sole discretion, may require all questions be submitted in writing. Any correspondence related to an Invitation for Bids should refer to the appropriate Invitation for Bids number, page, and paragraph number. However, the Vendor(s) must not place the IFB number on the outside of an envelope containing questions since such an envelope may be identified as a sealed Bid and may not be opened until after the official IFB due date and time. Questions received less than five (5) working days prior to the date for opening Bids will be answered only if time permits. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

**Late Bids**

Any bid received later than the date and time specified on Notice for Sealed Bids shall not be considered.

***Submittal Bid Format:***

It is requested that **One (1) Original and One (1) copy (2 TOTAL) with original signatures on both sets of the Qualification and Certification Form, Price Sheets, No Collusion Form, Certification Regarding Debarment, Legal AZ Workers Act Compliance Form, Bidders Checklist and Addenda Acknowledgment Form, and Offer Page shall be submitted on the forms and in the format specified in the Invitation for Bid.** The County will not be liable for any cost incident to the preparation of Bid, materials, reproductions, presentations, copy-right infringements, etc. It is permissible to copy these forms if required. Facsimiles or mailgrams shall not be considered.

1. By signature in the offer section of the Offer and Acceptance page, Vendor certifies:
  - A. The submission of the offer did not involve collusion or other anti-competitive practices.
  - B. The Vendor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
  - C. In order to conserve resources, reduce procurement costs, improve timely acquisition and cost of supplies and to improve efficiency and economy of procurement, any political subdivision, State, County, City, Town, etc., of the State of Arizona, will be allowed by the Vendor(s) awarded the contract to provide the same services, at the same prices stated in the bid. Delivery charges may differentiate depending on geographical location.

**BID NO. 121819**  
**Replacement of Three (3) Sheriff's Office Patrol Vehicles**

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Instructions to Vendors continued...

2. Bids submitted early may be modified or withdrawn by notice to the party receiving bids at the place and prior to the time designated for receipts of Bids.
3. The County is not responsible for any Vendor's errors or omissions. Negligence in preparing an offer confers no right to the Vendor unless the Vendor discovers and corrects such errors prior to the Bid deadline.

**All bids shall be submitted in a sealed envelope:**

- Minimum of Two (2) copies with original signatures shall be provided by the Vendor;
- The words "Invitation for Bid" with Title "Replacement of Three (3) Sheriff's Office Patrol Vehicles", "Bid No. 121819", "February 5, 2020" and "3:00 PM" shall be written on the face of the envelope;
- The Vendor shall assume full responsibility for timely delivery at the location designated in the Notice.
- No bids will be accepted after 11:00 A.M. AZ Time, Wednesday, February 5, 2020. Bids will be opened at 11:00 A.M., Wednesday, February 5, 2020.

**BID NO. 121819**  
**Replacement of Three (3) Sheriff's Office Patrol Vehicles**

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**GENERAL TERMS AND CONDITIONS**

**Award of Contract**

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

**Protests**

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

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

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

**BID NO. 121819**  
**Replacement of Three (3) Sheriff's Office Patrol Vehicles**

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General Terms & Conditions continued...

**Laws and Ordinances**

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

**EXHIBIT "B" CONTRACT AWARD AGREEMENT**

This exhibit shall serve as the contract agreement to any Vendor, their agents, subcontractors or representatives, awarded this or any portion of this contract by the County, by submitting Bids to this or any other solicitation requiring sealed bids, does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Vendor's signature(s) appearing on page 24, Vendors Offer Page, and Exhibit "D" Vendors Qualification and Certification form page 14. This Contract shall include the Invitation for Bids No. 121819 and all exhibits attached to it, including but not limited to the Qualification and Certification Form, Price Sheets, No Collusion Affidavit, Legal AZ Workers Act Compliance Form, Bidders Checklist and Addenda Acknowledgment Form, and Offer Page which are all incorporated into this agreement by this reference.

**Overcharges by Antitrust Violations**

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

**Authority to Contract**

This contract shall be based upon the Invitation for Bids No. 121819, issued by the County, and the offer submitted by the Vendor in response to the IFB. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the IFB which is incorporated by this reference into this agreement. The county reserves the right to clarify any contractual terms with the concurrence of the Vendor; however, any substantial non-conformity in the offer, as determined by the County Attorney, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between Gila County and the Vendor relating to these requirements. The Contract shall prevail over any and all previous agreements, contracts, bids, negotiations, purchase orders, or master agreement in any form. The contract activity is issued under the authority of the Gila County Manager, after the Gila County Board of Supervisors approves the award. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of the Gila County Board of Supervisors in the form of an official contract amendment. Any attempt to alter any documents on the part of the Vendor or any agency is a violation of the Gila County Procurement Group Statement of Procedures. Any such action is subject to the legal and contractual remedies available to the County inclusive, but not limited to, contract cancellation, suspension or debarment of the Vendor.

**Contract Amendments**

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

**BID NO. 121819**  
**Replacement of Three (3) Sheriff's Office Patrol Vehicles**

---

*Exhibit "B" Contract Award Agreement continued...*

**Contract Default**

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

**Right to Assurance**

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

**Costs and Payments**

Payments shall comply with the requirements of A.R.S. Title 35 and 41, Net 30 days. Upon receipt and acceptance of goods and services, the Vendor shall submit a complete and accurate invoice for payment.

IRS W9 Form: In order to receive payment, the Vendor shall have a current IRS W9 Form on file with the County unless not required by law.

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

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

**Cancellation of County Contracts**

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

**Termination of Contract**

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

**BID NO. 121819**  
**Replacement of Three (3) Sheriff's Office Patrol Vehicles**

---

*Exhibit "B" Contract Award Agreement continued...*

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

1. In the opinion of the County, the Vendor fails to perform adequately the stipulations, conditions or services and specifications required in the contract.
2. In the opinion of the County, the Vendor attempts to impose on the County material products, or workmanship, which is of unacceptable quality.
3. Vendor fails to furnish the required service or product within the time stipulated in the contract.
4. In the opinion of the County, the Vendor fails to make progress in the performance of the requirements of the contract or give the County a positive indication that Vendor will not, or cannot, perform to the requirements of the contract.

Each payment obligation of the County created hereby is conditioned upon the availability of County, State and Federal funds, which are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the County and available for the continuance of service herein contemplated, the contract period for the service may be terminated by the County at the end of the period for which funds are available. The County shall notify the Vendor at the earliest possible time which service may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

**General**

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



**BID NO. 121819**

**Replacement of Three (3) Sheriff's Office Patrol Vehicles**

---

*Exhibit "B" Contract Award Agreement continued...*

**Indemnification Clause**

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

**BID NO. 121819**  
**Replacement of Three (3) Sheriff's Office Patrol Vehicles**

---

**MINIMUM SPECIFICATIONS**

**EXHIBIT "C" MINIMUM SPECIFICATIONS FOR: 121819**

**Purpose:** It is the intent of Gila County to establish, by this Invitation for Bids, a contract to Replacement of Three (3) Sheriff's Office Patrol Vehicles. This Invitation for Bid No. 121819 including the Qualification and Certification Form, Price Sheets, No Collusion Form, Legal AZ Workers Act Compliance Form, Certification Regarding Debarment, Checklist and Addenda Acknowledgment Form, and Offer Page constitutes the entire Bid package and by this reference is hereby incorporated into this agreement.

**SECTION 1.0**

**General:**

- 1.1 All product specifications are **minimum**. Vendor must provide product specification sheet.
- 1.2 Vendor should have adequate manufacturing / stock facilities to serve the needs of Gila County.
- 1.3 All proposals must represent the entire package.
- 1.4 The parties specifically understand and agree that the quantities used for bidding purposes are estimates of County needs and in no event shall the County be obligated to purchase the exact quantities of any item set forth in the proposal. The County does not guarantee any maximum or minimum amounts of purchase.

**SECTION 2.0**

**Bid Pricing:**

- 2.1 The Vendor shall submit the bid in the form of a firm unit price for the contract period. Initial contract period is through June 30, 2020. Vendor shall incorporate all freight, profit, and discount into their price.
- 2.2 **The term of the contract shall commence upon award and shall remain in effect through June 30, 2020, unless terminated, cancelled or extended as otherwise provided herein.**

**SECTION 3.0**

**Ordering and Delivery:**

- 3.1 **ORDERING:** Gila County does not warrant the order quantity of any item prior to actual need. Gila County may re-order item as it becomes necessary or based on the required needs within the County during the term of this contract.
- 3.2 **PRODUCT DELIVERY** Location: Gila County Shop, 1001 W. Besich Blvd, Globe, AZ. The Board of Supervisors may designate other or alternate delivery sites at any time during the term of the contract. These needs may be based on, but not limited to, seasonal, emergency, historical usage data.

**BID NO. 121819**  
**Replacement of Three (3) Sheriff's Office Patrol Vehicles**

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*Exhibit "C" Minimum Specifications continued...*

- 3.3 DELIVERY TIME: Vehicles must be delivered no later than June 30, 2020. Failure to provide delivery within this time period may result in termination of this contract and award to the next lowest, responsible bidder.
  
- 3.4 Vendor shall retain title and control of all goods until they are delivered, and the contract of coverage has been completed. All risks of transportation and all related charges shall be the responsibility of the Vendor. All claims for visible or concealed damage shall be filed by the Vendor. The County will assist the Vendor in arranging for inspection.

**BID NO. 121819**  
**Replacement of Three (3) Sheriff's Office Patrol Vehicles**

---

**QUALIFICATION AND CERTIFICATION FORM**

**EXHIBIT "D" VENDORS QUALIFICATION AND REFERENCE LIST**

**PURPOSE**

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Vendors under consideration for final award. The information may or may not be a determining factor in award.

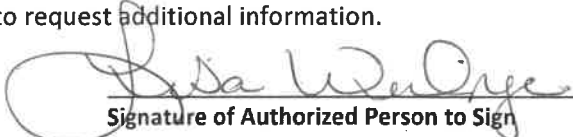
**CONTACT NUMBER 121819 Replacement of Three (3) Sheriff's Office Patrol Vehicles**

The applicant submitting this Bid warrants the following:

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

McSpadden Ford Inc  
1601 N. Broad.  
Globe AZ 85501 (928) 425-4491

2. Has Vendor (under its present or any previous name) ever failed to complete a contract?  
\_\_\_\_\_ Yes X No. If "Yes", give details including the date, the contracting agency, and the reason Vendor failed to perform in the narrative part of this Contract.
3. Has Vendor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? \_\_\_\_\_ Yes X No. If "Yes", give details, including the date, the contracting agency, the reasons for the Vendors disqualifications, and whether this disqualification remains in effect in the narrative part of this Contract.
4. Has a contracting agency ever terminated a contract with the Vendor (under your firm's present or any previous name) prior to end of contract period? \_\_\_\_\_ Yes X No. If "Yes", give details including the date, the contracting agency, and the reasons offer was terminated in the narrative part of this Contract.
5. Vendor must also provide at least the following information:
- A Cost Bid shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
  - Gila County reserves the right to request additional information.

  
Signature of Authorized Person to Sign

Lisa W. Ortega  
Printed Name

General Manager  
Title

**BID NO. 121819**  
**Replacement of Three (3) Sheriff's Office Patrol Vehicles**

**PRICE SHEET FOR SHERIFF'S OFFICE PATROL**

**DESCRIPTION: Three (3) New Ford Expedition SSV, Police Vehicle Upfitting and Vehicle Wrap**  
*(Build Sheet Must Accompany Proposal)*

Vehicle Year, Make, & Model: 2020 Ford Expedition

<b>MINIMUM SPECIFICATIONS</b> <b>Three (3) New Ford Expedition SSV, Police Vehicle Upfitting and Vehicle Wrap</b>	<b>MEETS MINIMUM SPECIFICATIONS</b>	
	<b>YES</b>	<b>NO</b>
Exterior: Oxford White (YZ)	Y	
Interior: Light Color (L)	Y	
(L) XL Cloth Covered Front Bucket Seats Without Console	Y	
Vinyl Covered Rear Bench Seat	Y	
Power Features: Door Locks, Windows, Mirrors, Steering	Y	
AM/FM Clock Radio/Stereo with SYNC	Y	
Backup Camera	Y	
Tilt Steering Wheel, Cruise Control	Y	
Remote Keyless Entry; Including 5 Entry and Ignition Keys/FOBS as Required For Entry And Operation	Y	
102A Equip. Group, Skid Plates	Y	
(99T) 3.5L ECO Gas Engine	Y	
(U1G) 4X4 Drivetrain XL	Y	
(44U) Automatic Transmission	Y	
536 Trailer Tow Package – Heavy Duty Cooling System	Y	
A/C – Front and Rear	Y	
Front Tow Hooks	Y	
10 Ply All Terrain Tires (LT) with Full Size Spare Tire and Wheel	Y	
Jack and Tire Changing Tools	Y	
<b>SUB – TOTAL AMOUNT</b>	\$39,227.28	
<b>OTHER COSTS</b>	\$ - 0 - .	
<b>SALES TAX</b>	\$ 3491.23.	
<b>TOTAL AMOUNT OF DELIVERED VEHICLE</b>	\$42,718.51.	

**Delivery Location:** Gila County Fleet Management, 1001 W. Besich Blvd., Globe, AZ. 85501

**Estimated Date of Delivery prior to June 30, 2020:** June 29, 2020 or earlier Pd upon Receipt of Expedition by upfit Company

**Vendor Name:** McSpadden Ford Inc **Vendor Phone Number:** 928) 425-4491

**BID NO. 121819**

**Replacement of Three (3) Sheriff's Office Patrol Vehicles**

**DESCRIPTION: Aftermarket Upfitting of Three (3) New Ford Expedition SSV's for Law Enforcement Use**

**PRICE LIST**

*(Build Sheet Must Accompany Proposal)*

MINIMUM SPECIFICATIONS Aftermarket Upfitting of Three (3) New Ford Expedition SSV's for Law Enforcement Use	QUANTITY PER VEHICLE	MEETS MINIMUM SPECIFICATIONS	
		YES	NO
***Push Bumper***			
Setina BK2168EPD18 PB450L4 Aluminum with LEDs	1	Y	
***Siren Speaker Mounted in Pushbumper***			
ETSS100N 100N Series Professional Composite Speaker	1	Y	
***Headlight Flasher***			
ETHFSS-SP 100% SS Multi Pattern Headlight Flasher	1	Y	
***Central Power Distribution and Timer System***			
EX0009 Patrol Power Gen 1 Full Sized Panel	1	Y	
***Driver Side LED Spot Light***			
W335PL-0002 Unity LED Spot Light, Post Mount Black 6" Housing	1	Y	
189 Unity Installation Kit for Driver Side of Expedition	1	Y	
***Under Mirror Dual Color LEDs***			
ENT2B3D Intersector LED Under Mirror Warning Light, Red/White	1	Y	
ENT2B3E Intersector LED Under Mirror Warning Light, Blue/White	1	Y	
***Dual Color Light Bar***			
ENFLBS1254 NFORCE 54" LIGHTBAR Front R/W B/W Rear R/A B/A	1	Y	
***Console And Accs.***			
CC-MC-18 18" Console (7" slope front/11" level rear)	1	Y	
AC-F-150-14-MNT Console Mount for Expedition	1	Y	
7120-0723 Gamber Mic Clip Kit	2	Y	
FP-ICOMA120 Icom A120 Aviation	1	Y	
FP-VX6000 Troy Face Plate for Vertex 6000 Radio	1	Y	
AC-INBHG Internal Beverage Holder w/Rubber Pieces	1	Y	
ETSA481CSP nERGY 400 Series Siren Push Button Controls 100 watt	1	Y	
FP-ETSA481 4" Face Plate for Sound Off481 Siren Controller	1	Y	
FP-USB-2DC Faceplate with 2 DC Outlets and a USB	1	Y	
7160-0430 GamberJohnson External Brother Printer Mount Armrest	1	Y	
***Computer Equipment***			
DS-PAN-111-2 Panasonic Toughbook 30/31 Docking Station, Full Port Replicator	1	Y	
LPS-104 Power Supply, 120W, External Mount, 3' Cable, Panasonic	1	Y	
C-HMD-215 10" Heavy Duty Telescoping Pole, Side Mount	1	Y	
C-MD-112 11" Slide Out Locking Swing Arm w/Motion Adapter	1	Y	
***Dual Gun Lock***			
7010-3030-6 Dual Gun Lock GR3 with 2 SC-5HC	1	Y	
***Other Interior Equipment***			
ECVDMTLAL00 Sound Off White/Red All LED Domelight-Universal	2	Y	
75458 Stream Light 75458 DS LED HL Piggy Back	1	Y	
***B to C Pillar Equipment***			
PK1174EPD18#8XL 75/25 Coated Poly Partition 2020 Ford Expedition	1	Y	

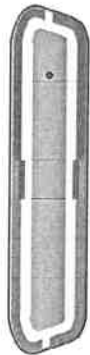


PK0123EPD182ND 2018 Ford Expedition #12VS 2 <sup>ND</sup> Expanded Metal Partition	1	Y
WK0595EPD18 Poly Window Barrier 2020 Ford Expedition	1	Y
DK0598EPD18 Door Panels, VS Aluminum, 18+ Ford Expedition	1	Y
***C – D Pillar Equipment***		
225-2467-LO/2 Single Drawer Box 44" W x 42 1/2" D x 16 1/2" Tall	1	Y
225-2035 Custom Divider for Box Drawer	1	Y
***Rear Side Window LEDs***		
EMPS2STS4J mPower Fascia LED, Stud Mount, 12-LED, Red/Blue	2	Y
PMP2BKDGAI 90 deg Adjustable Mounting Bracket for mPower LED	2	Y
***Under Spoiler LEDs***		
EMPS2STS4J mPower Fascia LED, Stud Mount, 12-LED, Red/Blue	4	Y
PMP2BKDGAI 90 deg Adjustable Mounting Bracket for mPower LED	4	Y
***Under Hatch LEDs***		
EMPS2STS3R mPower Fascia LED, Stud Mount, 8-LED, Red	1	Y
EMPS2STS3B mPower Fascia LED, Stud Mount, 8-LED, Blue	1	Y
PMP2BKDGAI 90 deg Adjustable Mounting Bracket for mPower LED	2	Y
PMP2WDG05B 5 Degree 4" mPower Wedge Black	2	Y
8600 Magnetic Switch-NC	1	Y
***Tail Flasher***		
ETFBSSN-P Sound Off Backflash Module. Ford	1	Y
***Kustom Signal Radar Unit***		
Kustom Signal CRS39 Eagle II Dual, KA-Band DCM w/TruTrak	1	Y
***WeBoost Fleet Cell Booster***		
470254 WeBoost Drive Reach Fleet Signal Booster Kit	1	Y
***Prewire for Watchguard Video***		
GPS Antenna	1	Y
***Radio Equipment***		
NMOKHFUDFME*25Twenty-Five (25) Foot Radio Coax Cable Kit with FME	4	Y
Larsen Black Plastic Rain Cap for NMO Mount NMOCAPB	1	Y
***Tint***		
Window Tinting of Rear Windows	1	Y
LABOR FOR INSTALLATION of Listed Equipment		
SHIPPING/HANDLING		
*Run Power and Ground for 2 Radios to Center Console		
<b>SUB – TOTAL AMOUNT</b>	\$ 19,870.00	Each
<b>OTHER COSTS</b>	\$ - 0 -	
<b>SALES TAX</b>	\$ 1767.79	
<b>TOTAL AMOUNT OF DELIVERED VEHICLE</b>	\$ 21,637.79	Each

**Delivery Location:** Gila County Fleet Management, 1001 Besich Blvd., Globe, AZ.

**Estimated Date of Delivery prior to June 30, 2020:** June 29 2020

**Vendor Name:** McSpadden Ford Inc **Vendor Phone Number:** (928) 425-4491



# Gila County Sheriff 2020 Expedition Full Patrol Build

SoundOff 54" Dual Color  
lightbar w/traffic

Delete Roof Rack



Eagle II CRS  
57 Radar



Unity LED  
Spotlight



Under Mirror  
LED's



Headlight Flasher



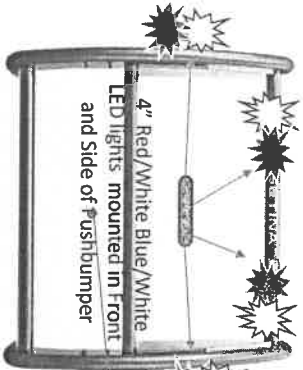
100W Speaker  
Mounted DS  
behind Grill



Headlight Flasher

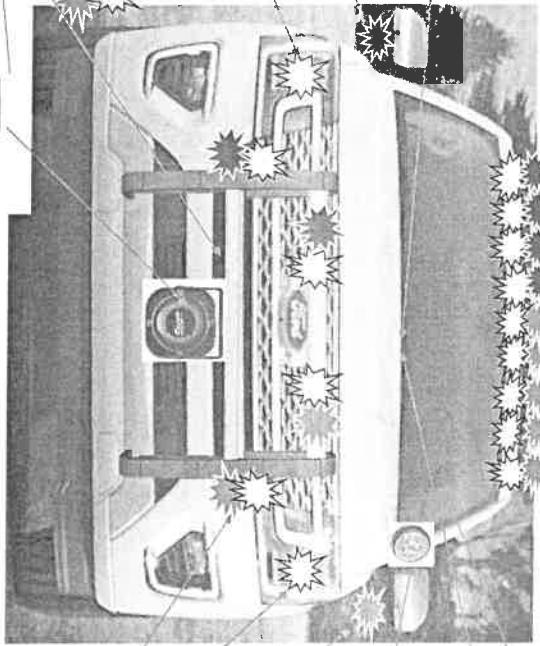


Under Mirror  
LED's



4" Red/White Blue/White  
LED lights mounted in front  
and side of Pushbumper

Tint all Side and Rear  
Windows





# Gila County Sheriff 2020 Expedition Full Patrol Build



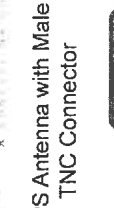
Delete Roof Rack



Patrol Power wiring harness - fuse box, tamer.



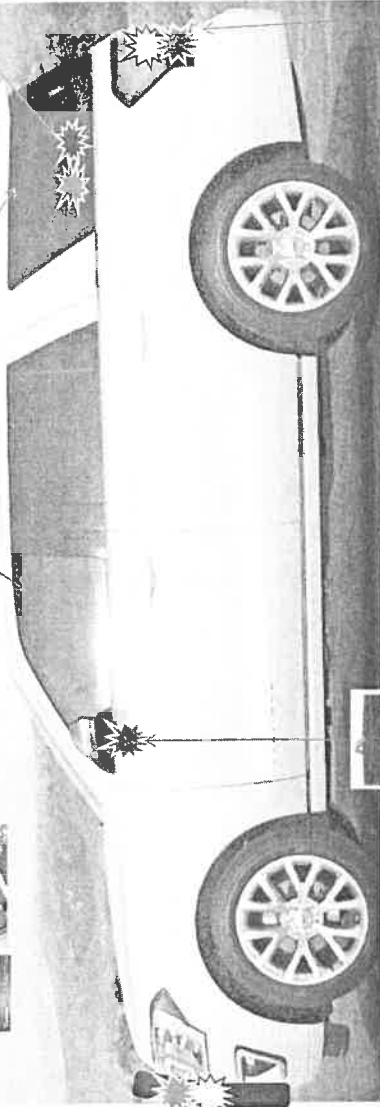
RAW LED Dome Light



GPS Antenna with Male TNC Connector



mPower 4" LEDs Red/Blue



Taillight Flasher

Intersector LED Under Mirror Light

Tint all Side and Rear Windows



# Gila County Sheriff 2020 Expedition Full Patrol Build



Delete Roof Rack

SoundOff 54" Dual Color  
lightbar w/traffic



2 - 4" R/B LED lights on each side  
Mounted under spoiler



Magnetic Switch

Radar Rear Antenna



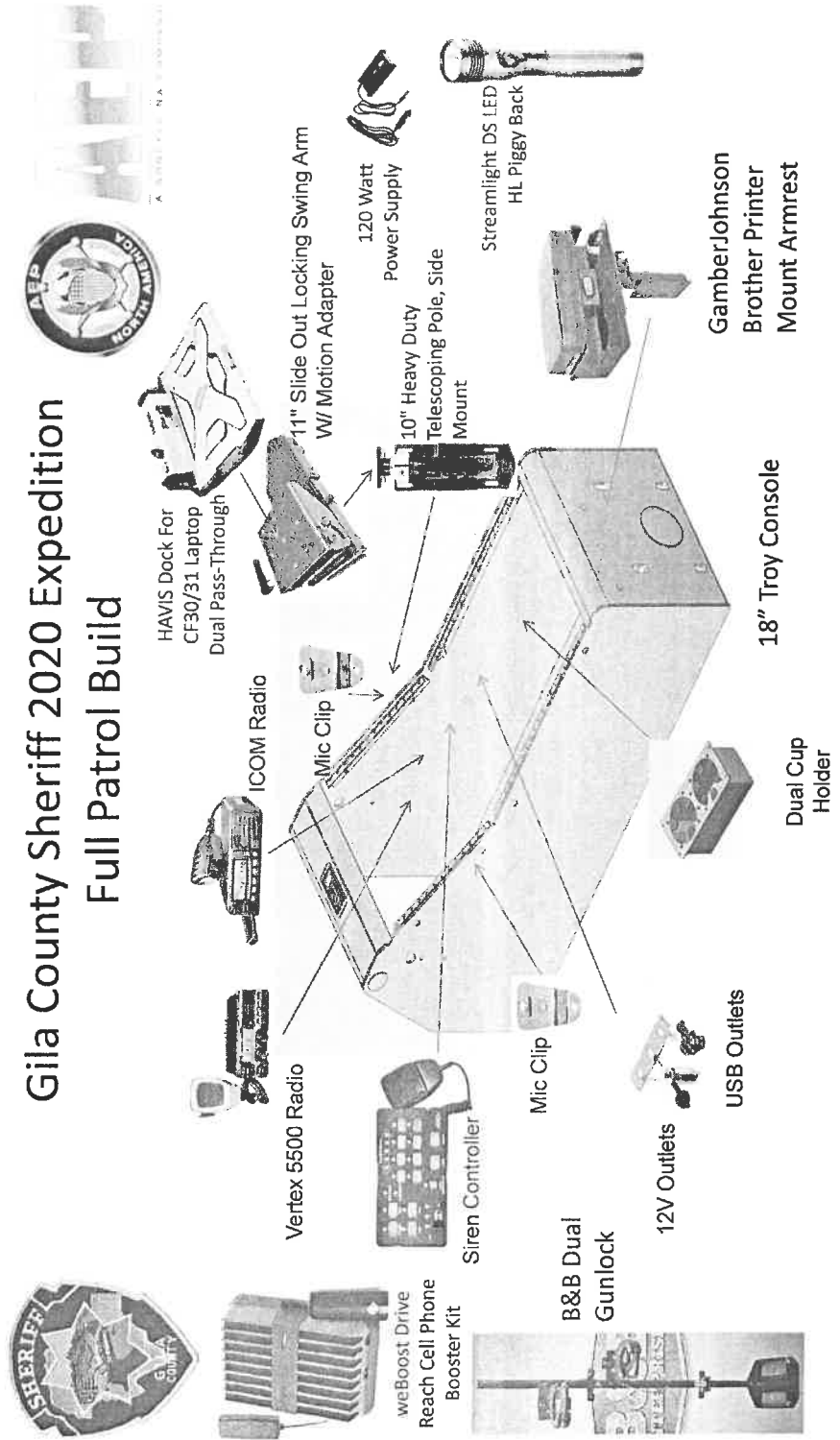
Back Flash

Back Flash



Outer Open Hatch Rear Facing  
mPower 4" LEDs  
Red or Blue

Tint all Side and Rear  
Windows

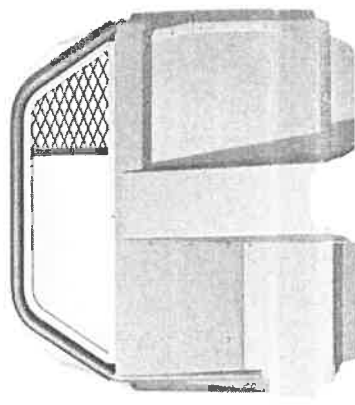


# Gila County Sheriff 2020 Expedition Full Patrol Build





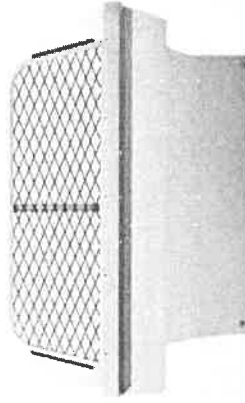
## Gila County Sheriff 2020 Expedition Full Patrol Build



Setina Front  
Partition



Setina Poly  
Window Barrier



Setina Rear  
Partition



Setina  
Aluminum Door  
Cover





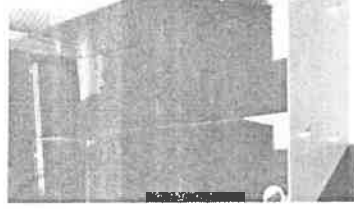
## Gila County Sheriff 2020 Expedition Full Patrol Build



B&B 225-2467-LO/2 Single  
Drawer Box  
44" W x 42 1/2" D x 16 1/2" Tall.  
With Lock Out Pull Out  
Top Tray 44" W x 36 1/2" D x  
4" Tall Plus Expanded Metal  
Screen. Also includes Lock  
Out Glides (and Addition of  
Hole Location Tube Inside of  
Drawer for Lowering the  
Spare Tire 10" Tall). Drawer  
ID = 41" W x 40" D x 12" Tall.



B&B 225-2035  
Adjustable  
Divider for  
Box Drawer



**DESCRIPTION: Aftermarket Vehicle Wrap of Three (3) New Ford Expedition SSV's for Law Enforcement Use  
(SEE ATTACHED VENDOR SUPPLIER QUOTE) (WESTERN REPROGRAPHICS)**

MINIMUM SPECIFICATIONS	QUANTITY	MEETS MINIMUM SPECIFICATIONS YES NO
Aftermarket Wrap of Three (3) New Ford Expedition SSV's for Law Enforcement Use (SEE ATTACHED VENDOR SUPPLIER QUOTE) (WESTERN REPROGRAPHICS)		
SIGN: RTA Full Size SUV Passenger Side 3M EG Reflective Print / Overlam Drivers Side 3M E Reflective Print / Overlam Rear 3m EG Reflective Print / Overlam	3	Y
INSTALLATION Clean, Prep, Install, Finish	3	Y
SETUP Design Set:	1	Y
SUB – TOTAL AMOUNT	\$	725 <sup>00</sup>
OTHER COSTS	\$	-0-
SALES TAX	\$	64.53
TOTAL AMOUNT OF DELIVERED VEHICLE	\$	789.53.

Estimated Date of Delivery prior to June 30, 2020: June 29, 2020.

Vendor Name: McSpadden Food Inc Vendor Phone Number: (928) 425-4491

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

STATE OF ARIZONA                     )  
  )ss  
COUNTY OF:                            )

Lisa Wielinger  
(Name of Individual) being first duly sworn, deposes and says:

That he is General Manager  
(Title)

of McSpadden Ford Inc. and  
(Name of Business)

That he is bidding on **Gila County Bid No. 121819 - Replacement of Three (3) Sheriff's Office Patrol Vehicles and,**

That neither he nor anyone associated with the said McSpadden Ford Inc.  
(Name of Business)

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



McSpadden Ford Inc.  
Name of Business

By Lisa Wielinger  
General Manager  
Title

Subscribed and sworn to before me this 22<sup>nd</sup> day of January, 2020.

Cheryl Y. Bentley  
Notary Public

My Commission expires:  
May 29, 2020

**BID NO. 121819**  
**Replacement of Three (3) Sheriff's Office Patrol Vehicles**

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

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

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

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

Lisa Wielenga General Manager.  
Typed Name and Title of Authorized Representative

  
Signature of Authorized Representative

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

**BID NO. 121819**  
**Replacement of Three (3) Sheriff's Office Patrol Vehicles**

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**LEGAL ARIZONA WORKERS ACT COMPLIANCE**

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

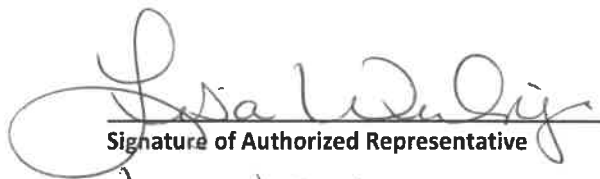
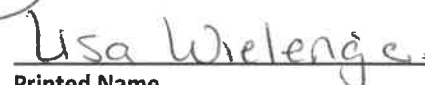
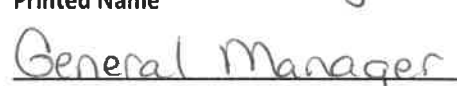
County shall have the right at any time to inspect the books and records of Vendor and any Subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Vendor's or any Subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Vendor to penalties up to and including suspension or termination of this Contract. If the breach is by a Subcontractor, and the subcontract is suspended or terminated as a result, and Gila County elects to continue the contract with the Vendor, Vendor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement Subcontractor, as soon as possible so as not to delay project completion.

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

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to ensure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Vendor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Vendor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Vendor shall be entitled to an extension of time, but not costs.

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

**BIDDERS CHECKLIST & ADDENDA ACKNOWLEDGEMENT**

**NOTICE IS HEREBY GIVEN** that all Bid Documents shall be completed, executed, and submitted with this IFB. If bidder fails to complete or execute any portion of the Bid Documents, this IFB will be determined to be "non-responsive" and rejected.

**CHECKLIST:**

**REQUIRED DOCUMENT**

QUALIFICATION & CERTIFICATION FORM  
CERTIFICATION REGARDING DEBARMENT  
PRICE SHEETS  
NO COLLUSION AFFIDAVIT  
LEGAL ARIZONA WORKS ACT COMPLIANCE  
BIDDERS CHECKLIST & ADDENDA ACKNOWLEDGEMENT  
OFFER PAGE

**COMPLETED AND EXECUTED**

JSW  
JSW  
JSW  
JSW  
JSW  
JSW  
JSW

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**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:**

Initials	<u>JSW</u> #1	<u>JSW</u> #2	<u>JSW</u> #3	<u>JSW</u> #4	<u>JSW</u> #5
Date	<u>1-22-2020</u>	<u>1-22-2020</u>	<u>1-22-2020</u>	<u>1-22-2020</u>	<u>1-22-2020</u>

Signed and dated this 22nd day of January, 2020

McSpadden Ford Inc  
VENDOR:

Rosa W. Ortiz  
BY: (Signature)

Each bid shall be sealed in an envelope addressed to the Gila County Procurement Group and bearing the following statement on the outside of the envelope: **Invitation for Bids: Bid No. 121819 Replacement of Three (3) Sheriff's Office Patrol Vehicles.** All bids shall be filed with the Gila County Finance Department at the Copper Building, 1400 E. Ash St., Globe, AZ on or before February 5, 2020, 11:00 A.M.



**BID NO. 121819**  
**Replacement of Three (3) Sheriff's Office Patrol Vehicles**

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**OFFER PAGE**

**TO GILA COUNTY:**

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

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

**CONTRACT NUMBER: 121819 Replacement of Three (3) Sheriff's Office Patrol Vehicles**

**Firm Submitting Bid:**

McSpadden Ford Inc  
Company Name  
601 W Broad.  
Address  
Globe AZ 85501  
City State Zip

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

Name: Lisa Wielerge.  
Phone No.: (928) 425-4491  
Fax (928) 425-9890  
Email: mcspaddensales@CableOne.net.

Lisa Wielerge.  
Signature of Authorized Person to Sign

Lisa Wielerge.  
Printed Name

General Manager.  
Title

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

**BID NO. 121819**  
**Replacement of Three (3) Sheriff's Office Patrol Vehicles**

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**ACCEPTANCE OF OFFER**  
(For Gila County use only)

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

The Vendor \_\_\_\_\_ is now bound to provide the materials or services listed in Invitation for Bid No.: 121819 including all terms and conditions, specifications, amendments, etc. and the Vendor's Offer as accepted by County entity.

The contract shall henceforth be referenced to as Contract No. 121819. The Vendor has been cautioned not to commence any billable work or to provide any material or service under this Contract until Vendor receives written notice to proceed from Gila County.

Awarded this \_\_\_\_\_ day of \_\_\_\_\_, 2020

**GILA COUNTY BOARD OF SUPERVISORS:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**BID NO. 121819**  
**Replacement of Three (3) Sheriff's Office Patrol Vehicles**

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**QUALIFICATION AND CERTIFICATION FORM**

**EXHIBIT "D" VENDORS QUALIFICATION AND REFERENCE LIST**

**PURPOSE**

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Vendors under consideration for final award. The information may or may not be a determining factor in award.

**CONTACT NUMBER 121819 Replacement of Three (3) Sheriff's Office Patrol Vehicles**

The applicant submitting this Bid warrants the following:

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

LARRY H. MILLER FORD MESA  
460 E AUTO CENTER DRIVE MESA, AZ 85204  
480 530-9581

2. Has Vendor (under its present or any previous name) ever failed to complete a contract?  
       Yes   XX   No. If "Yes", give details including the date, the contracting agency, and the reason Vendor failed to perform in the narrative part of this Contract.
3. Has Vendor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract?        Yes   XX   No. If "Yes", give details, including the date, the contracting agency, the reasons for the Vendors disqualifications, and whether this disqualification remains in effect in the narrative part of this Contract.
4. Has a contracting agency ever terminated a contract with the Vendor (under your firm's present or any previous name) prior to end of contract period?        Yes   XX   No. If "Yes", give details including the date, the contracting agency, and the reasons offer was terminated in the narrative part of this Contract.
5. Vendor must also provide at least the following information:
- a. A Cost Bid shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
  - b. Gila County reserves the right to request additional information.

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

SCOTT DIETRICH  
\_\_\_\_\_  
Printed Name

FLEET DIRECTOR  
\_\_\_\_\_  
Title

**BID NO. 121819**  
**Replacement of Three (3) Sheriff's Office Patrol Vehicles**

**PRICE SHEET FOR SHERIFF'S OFFICE PATROL**

**DESCRIPTION: Three (3) New Ford Expedition SSV, Police Vehicle Upfitting and Vehicle Wrap**  
*(Build Sheet Must Accompany Proposal)*

**Vehicle Year, Make, & Model:** 2020 FORD EXPEDITION SSV

MINIMUM SPECIFICATIONS Three (3) New Ford Expedition SSV, Police Vehicle Upfitting and <del>Vehicle Wrap</del> WRAP NOT INCLUDED	MEETS MINIMUM SPECIFICATIONS <b>YES</b> <b>NO</b>
Exterior: Oxford White (YZ)	XX
Interior: Light Color (L)	XX
(L) XL Cloth Covered Front Bucket Seats Without Console	XX
Vinyl Covered Rear Bench Seat	XX
Power Features: Door Locks, Windows, Mirrors, Steering	XX
AM/FM Clock Radio/Stereo with SYNC	XX
Backup Camera	XX
Tilt Steering Wheel, Cruise Control	XX
Remote Keyless Entry; Including 5 Entry and Ignition Keys/FOBS as Required For Entry And Operation	XX
102A Equip. Group, Skid Plates	XX
(99T) 3.5L ECO Gas Engine	XX
(U1G) 4X4 Drivetrain XL	XX
(44U) Automatic Transmission	XX
536 Trailer Tow Package – Heavy Duty Cooling System	XX
A/C – Front and Rear	XX
Front Tow Hooks	XX
10 Ply All Terrain Tires (LT) with Full Size Spare Tire and Wheel	XX
Jack and Tire Changing Tools	XX
<b>SUB – TOTAL AMOUNT</b>	<b>\$ 97,683.00 .</b>
<b>TIRE TAX, TITLE FEE, DEL/GLOBE OTHER COSTS</b>	<b>\$ 213.00 .</b>
<b>SALES TAX</b>	<b>\$ 8,124.29 .</b>
<b>TOTAL AMOUNT OF DELIVERED VEHICLE</b>	<b>\$ 106,020.29 each</b>

**Delivery Location:** Gila County Fleet Management, 1001 W. Besich Blvd., Globe, AZ. 85501

**Estimated Date of Delivery prior to June 30, 2020:** JUNE 29, 2020

**Vendor Name:** LARRY H. MILLER FORD MESA **Vendor Phone Number:** 480 530-9581

**BID NO. 121819**

**Replacement of Three (3) Sheriff's Office Patrol Vehicles**

**DESCRIPTION: Aftermarket Upfitting of Three (3) New Ford Expedition SSV's for Law Enforcement Use**

**PRICE LIST**

*(Build Sheet Must Accompany Proposal)*

MINIMUM SPECIFICATIONS Aftermarket Upfitting of Three (3) New Ford Expedition SSV's for Law Enforcement Use	QUANTITY PER VEHICLE	MEETS MINIMUM SPECIFICATIONS	
		YES	NO
***Push Bumper***		X	
Setina BK2168EPD18 PB450L4 Aluminum with LEDs	1	X	
***Siren Speaker Mounted in Pushbumper***		X	
ETSS100N 100N Series Professional Composite Speaker	1	X	
***Headlight Flasher***			
ETHFSS-SP 100% SS Multi Pattern Headlight Flasher	1	X	
***Central Power Distribution and Timer System***			
EX0009 Patrol Power Gen 1 Full Sized Panel	1	X	
***Driver Side LED Spot Light***			
W335PL-0002 Unity LED Spot Light, Post Mount Black 6" Housing	1	X	
189 Unity Installation Kit for Driver Side of Expedition	1	X	
***Under Mirror Dual Color LEDs***			
ENT2B3D Intersector LED Under Mirror Warning Light, Red/White	1	X	
ENT2B3E Intersector LED Under Mirror Warning Light, Blue/White	1	X	
***Dual Color Light Bar***			
ENFLBS1254 NFORCE 54" LIGHTBAR Front R/W B/W Rear R/A B/A	1	X	
***Console And Accs.***			
CC-MC-18 18" Console (7" slope front/11" level rear)	1	X	
AC-F-150-14-MNT Console Mount for Expedition	1	X	
7120-0723 Gamber Mic Clip Kit	2	X	
FP-ICOMA120 Icom A120 Aviation	1	X	
FP-VX6000 Troy Face Plate for Vertex 6000 Radio	1	X	
AC-INBHG Internal Beverage Holder w/Rubber Pieces	1	X	
ETSA481CSP nERGY 400 Series Siren Push Button Controls 100 watt	1	X	
FP-ETSA481 4" Face Plate for Sound Off481 Siren Controller	1	X	
FP-USB-2DC Faceplate with 2 DC Outlets and a USB	1	X	
7160-0430 GamberJohnson External Brother Printer Mount Armrest	1	X	
***Computer Equipment***			
DS-PAN-111-2 Panasonic Toughbook 30/31 Docking Station, Full Port Replicator	1	X	
LPS-104 Power Supply, 120W, External Mount, 3' Cable, Panasonic	1	X	
C-HMD-215 10" Heavy Duty Telescoping Pole, Side Mount	1	X	
C-MD-112 11" Slide Out Locking Swing Arm w/Motion Adapter	1	X	
***Dual Gun Lock***			
7010-3030-6 Dual Gun Lock GR3 with 2 SC-5HC	1	X	
***Other Interior Equipment***			
ECVDMTLAL00 Sound Off White/Red All LED Domelight-Universal	2	X	
75458 Stream Light 75458 DS LED HL Piggy Back	1	X	
***B to C Pillar Equipment***			
PK1174EPD18#8XL 75/25 Coated Poly Partition 2020 Ford Expedition	1	X	

PK0123EPD182ND 2018 Ford Expedition #12VS 2 <sup>ND</sup> Expanded Metal Partition	1	X
WK0595EPD18 Poly Window Barrier 2020 Ford Expedition	1	X
DK0598EPD18 Door Panels, VS Aluminum, 18+ Ford Expedition	1	X
***C – D Pillar Equipment***		
225-2467-LO/2 Single Drawer Box 44" W x 42 ½" D x 16 ½" Tall	1	X
225-2035 Custom Divider for Box Drawer	1	X
***Rear Side Window LEDs***		
EMPS2STS4J mPower Fascia LED, Stud Mount, 12-LED, Red/Blue	2	X
PMP2BKDGAI 90 deg Adjustable Mounting Bracket for mPower LED	2	X
***Under Spoiler LEDs***		
EMPS2STS4J mPower Fascia LED, Stud Mount, 12-LED, Red/Blue	4	X
PMP2BKDGAI 90 deg Adjustable Mounting Bracket for mPower LED	4	X
***Under Hatch LEDs***		
EMPS2STS3R mPower Fascia LED, Stud Mount, 8-LED, Red	1	X
EMPS2STS3B mPower Fascia LED, Stud Mount, 8-LED, Blue	1	X
PMP2BKDGAI 90 deg Adjustable Mounting Bracket for mPower LED	2	X
PMP2WDG05B 5 Degree 4" mPower Wedge Black	2	X
8600 Magnetic Switch-NC	1	X
***Tail Flasher***		
ETFBSSN-P Sound Off Backflash Module. Ford	1	X
***Kustom Signal Radar Unit***		
Kustom Signal CRS39 Eagle II Dual, KA-Band DCM w/TruTrak	1	X
***WeBoost Fleet Cell Booster***		
470254 WeBoost Drive Reach Fleet Signal Booster Kit	1	X
***Prewire for Watchguard Video***		
GPS Antenna	1	X
***Radio Equipment***		
NMOKHFUDFME*25Twenty-Five (25) Foot Radio Coax Cable Kit with FME	4	X
Larsen Black Plastic Rain Cap for NMO Mount NMOCAPB	1	X
***Tint***		
Window Tinting of Rear Windows	1	X
LABOR FOR INSTALLATION of Listed Equipment		
SHIPPING/HANDLING		
*Run Power and Ground for 2 Radios to Center Console		
<b>SUB – TOTAL AMOUNT</b>	SEE ATTACHED PRICE \$ SHEET FOR COMPLETE BID PRICE INCLUDING \$ AEP UP-FIT	
<b>OTHER COSTS</b>		
<b>SALES TAX</b>		
<b>TOTAL AMOUNT OF DELIVERED VEHICLE</b>		

**Delivery Location:** Gila County Fleet Management, 1001 Besich Blvd., Globe, AZ.

**Estimated Date of Delivery prior to June 30, 2020:** JUNE 29, 2020

**Vendor Name:** ARIZONA EMERGENCY PRODUCTS

**Vendor Phone Number:** 602 453-9111





## Quotation

<b>Date</b> Jan 16, 2020	<b>Page</b> 1
<b>Order Number</b> QTE0026225	

### Arizona Emergency Products

3433 E Wood St  
Phoenix, AZ 85040  
**Phone:** (602) 453-9111  
**Fax:** (602) 453-3743

#### Sold To:

Larry H. Miller Ford, Mesa  
460 E. Auto Center Drive  
Mesa, AZ 85204  
US

#### Ship To:

Larry H. Miller Ford, Mesa  
460 E. Auto Center Drive  
Mesa, AZ, 85204  
US

Reference	PO Number	Customer No.	Salesperson	Order Date	Ship Via	Terms
3 - 2020 Expedition Full Patrol Buil		LAR10604	TFH	Jan 16, 2020		NET30

Year	Make	Model	Color	State Contract #
2020	Ford	Expedition		NA

Qty. Ord.	Item / Vendor Part Number		Description	Unit Price	Tax	Extended Price
			Contact Theresa Worthen 623 628-9923 Theresa.worthen@lhmauto.com 3 - 2020 Expedition Full Patrol Builds *** Front of Vehicles *** *** Pushbumper ***			
3.00	MISC90000	/ MISC	Setina BK2168EPD18 PB450L4 Aluminum with LEDs	735.2000	N	2,205.60
			*** Siren Speaker mounted in Pushbumper***			
3.00	SIRE00475	/ ETSS100N	100N SERIES PROFESSIONAL COMPOSITE SPEAKER	150.5000	N	451.50
			*** Headlight Flasher ***			
3.00	FLAS00095	/ ETHFSS-SP	100% SS multi pattern headlight flasher no	35.0000	N	105.00
			*** Central Power Distribution and Timer System ***			
3.00	PATC00234	/ EX0009	PATROL POWER GEN 1 FULL SIZED PANEL	599.0000	N	1,797.00
Quotation continued on next page ...						



# Quotation

<b>Date</b> Jan 16, 2020	<b>Page</b> 2
<b>Order Number</b> QTE0026225	

## Arizona Emergency Products

3433 E Wood St  
Phoenix, AZ 85040  
**Phone:** (602) 453-9111  
**Fax:** (602) 453-3743

### Sold To:

Larry H. Miller Ford, Mesa  
460 E. Auto Center Drive  
Mesa, AZ 85204  
US

### Ship To:

Larry H. Miller Ford, Mesa  
460 E. Auto Center Drive  
Mesa, AZ, 85204  
US

<b>Reference</b> 3 - 2020 Expedition Full Patrol Buil	<b>PO Number</b>	<b>Customer No.</b> LAR10604	<b>Salesperson</b> TFH	<b>Order Date</b> Jan 16, 2020	<b>Ship Via</b>	<b>Terms</b> NET30
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<b>Year</b> 2020	<b>Make</b> Ford	<b>Model</b> Expedition	<b>Color</b>	<b>State Contract #</b> NA
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Qty. Ord.	Item / Vendor Part Number		Description	Unit Price	Tax	Extended Price
			*** A to B Pillar ***			
			*** Driver Side LED Spotlight ***			
3.00	SPOT00393	/ W335PL-0002	Unity/ Whelen LED Spot Light, Post Mount Black 6" Housing	398.0000	N	1,194.00
3.00	SPOT00106	/ 189	Unity Installation Kit for driver side of Expedition	30.3100	N	90.93
			*** Under Mirror Dual Color LEDs ***			
3.00	LEDS02939	/ ENT2B3D	Intersector LED Under Mirror Warning Light, Red/White	149.0000	N	447.00
3.00	LEDS02940	/ ENT2B3E	Intersector LED Under Mirror Warning Light, Blue/White	149.0000	N	447.00
			*** Dual Color Light Bar ***			
3.00	LBAR02906	/ ENFLBS1254	NFORCE 54" LIGHTBAR Front RW B/W Rear R/A B/A QE035868	2,031.0000	N	6,093.00
			*** Console and Assys ***			
3.00	CONS00744	/ CC-MC-18	18" Console (7" slope front/11" level rear).	395.4200	N	1,186.26

Quotation continued on next page ...



## Quotation

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<b>Order Number</b> QTE0026225	

### Arizona Emergency Products

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Mesa, AZ 85204  
US

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Mesa, AZ, 85204  
US

Reference	PO Number	Customer No.	Salesperson	Order Date	Ship Via	Terms
3 - 2020 Expedition Full Patrol Buil		LAR10604	TFH	Jan 16, 2020		NET30

Year	Make	Model	Color	State Contract #
2020	Ford	Expedition		NA

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
3.00	CONS01434 / AC-F150-15-MNT	CONSOLE FLOOR PLATE FOR 15-* F-150 W/ BUCKET SEATS	0.0000	N	0.00
6.00	CONS01590 / 7120-0723	Gamber Mic Clip Kit	8.2500	N	49.50
3.00	FACE00731 / FP-ICOMA120	Icom A120 Aviation	0.0000	N	0.00
3.00	FACE00770 / FP-VX6000	Troy face plate for Vertex 6000 Radio	0.0000	N	0.00
3.00	CONS00720 / AC-INBHG	Internal Beverage Holder w/Rubber Pieces Priced with	45.0000	N	135.00
3.00	SIRE00407 / ETSA481CSP	nERGY 400 series siren push button controls 100 watt	326.5000	N	979.50
3.00	FACE00682 / FP-ETSA481	4" FACE PLATE FOR SOUND OFF481 SIREN CONTROLLER	0.0000	N	0.00
3.00	FACE00713 / FP-USB-2DC	Faceplate with 2 DC Outlets and a USB	46.2900	N	138.87
3.00	MISC90000 / MISC	GamberJohnson 7160-0430 External Brother Printer Mount Armre	289.1000	N	867.30
		*** Computer Equipment ***			
3.00	COMP00655 / DS-PAN-111-2	Panasonic Toughbook 30/31 Docking Station, Full Port Repli PB 2012-09-01	794.6000	N	2,383.80

Quotation continued on next page ...



## Quotation

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### Arizona Emergency Products

3433 E Wood St  
Phoenix, AZ 85040  
**Phone:** (602) 453-9111  
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Larry H. Miller Ford, Mesa  
460 E. Auto Center Drive  
Mesa, AZ 85204  
US

#### Ship To:

Larry H. Miller Ford, Mesa  
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Mesa, AZ, 85204  
US

Reference	PO Number	Customer No.	Salesperson	Order Date	Ship Via	Terms
3 - 2020 Expedition Full Patrol Build		LAR10604	TFH	Jan 16, 2020		NET30

Year	Make	Model	Color	State Contract #
2020	Ford	Expedition		NA

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
3.00	VACC00338 / LPS-104	Power Supply, 120W, External Mount, 3' cable, Panasonic PB 2012-09-01	165.9400	N	497.82
3.00	COMP01753 / C-HDM-215	10" Heavy Duty Telescoping Pole, Side Mount	104.6300	N	313.89
3.00	CONS01454 / C-MD-112	11" Slide Out Locking Swing Arm W/ Motion Adapter  *** Dual Gun Lock ***	255.4100	N	766.23
3.00	GUNM00659 / 7010-3030-6	Dual Gun Lock GR3 with 2 SC-5HC  *** Other Interior Equipment ***	498.5700	N	1,495.71
6.00	DOME00005 / ECVDMLTAL00	SOUND OFF WHITE/RED ALL LED DOMELIGHT-UNIVERSAL	45.0000	N	270.00
3.00	FLAS00175 / 75458	Stream light 75458 DS LED HL Piggy Back  *** B to C Pillar Equipment ***	184.3300	N	552.99
3.00	PRIS01949 / PK1174EPD18	#8XL 75/25 Coated Poly Partition 2020 Ford Expedition	679.1500	N	2,037.45
3.00	PRIS01848 / PK0123EPD182NC	2018 FORD EXPEDITION #12VS 2ND EXPANDED METAL PARTITION	364.6500	N	1,093.95

Quotation continued on next page ...



## Quotation

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### Arizona Emergency Products

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US

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Mesa, AZ, 85204  
US

Reference	PO Number	Customer No.	Salesperson	Order Date	Ship Via	Terms
3 - 2020 Expedition Full Patrol Build		LAR10604	TFH	Jan 16, 2020		NET30

Year	Make	Model	Color	State Contract #
2020	Ford	Expedition		NA

Qty. Ord.	Item / Vendor Part Number		Description	Unit Price	Tax	Extended Price
3.00	PRIS01950	/ WK0595EPD18	Poly Window Barrier 2020 Ford Expedition	211.6500	N	634.95
3.00	PRIS01909	/ DK0598EPD18	Door Panels, VS Aluminum, 18+ Ford Expedition	152.1500	N	456.45
			*** C - D Pillar Equipment ***			
3.00	STOR00780	/ 225-2467-LO/2	Single Drawer Box 44" W x 42 1/2" D x 16 1/2" Tall	2,614.2900	N	7,842.87
3.00	UTIL01842	/ 225-2035	CUSTOM DIVIDER FOR BOX DRAWER	135.7100	N	407.13
			*** Rear Side Window LEDs ***			
6.00	LEDS03388	/ EMPS2STS4J	mPower Fascia LED, Stud Mount, 12-LED, Red/Blue	98.0000	N	588.00
6.00	LEDS03364	/ PMP2BKDG AJ	90 deg Adjustable Mounting Bracket for mPower LED	6.0000	N	36.00
			*** Under Spoiler LEDs ***			
12.00	LEDS03388	/ EMPS2STS4J	mPower Fascia LED, Stud Mount, 12-LED, Red/Blue	98.0000	N	1,176.00
12.00	LEDS03364	/ PMP2BKDG AJ	90 deg Adjustable Mounting Bracket for mPower LED	6.0000	N	72.00
			*** Under Hatch LEDs ***			

Quotation continued on next page ...



## Quotation

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### Arizona Emergency Products

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Reference	PO Number	Customer No.	Salesperson	Order Date	Ship Via	Terms
3 - 2020 Expedition Full Patrol Buil		LAR10604	TFH	Jan 16, 2020		NET30

Year	Make	Model	Color	State Contract #
2020	Ford	Expedition		NA

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
3.00	LEDS03391 / EMPS2STS3R	mPower Fascia LED, Stud Mount, 8-LED, Red	91.5000	N	274.50
3.00	LEDS03397 / EMPS2STS3B	mPower Fascia LED, Stud Mount, 8-LED, Blue	91.5000	N	274.50
6.00	LEDS03364 / PMP2BKDGAJ	90 deg Adjustable Mounting Bracket for mPower LED	6.0000	N	36.00
6.00	VACC01768 / PMP2WDG05B	5 Degree 4" Mpower wedge Black	5.7100	N	34.26
3.00	ALAR00064 / 8600	Magnetic Switch-NC	17.7400	N	53.22
		*** Tail Flasher ***			
3.00	FLAS00022 / ETFBSSN-P	Sound Off backflash module. Ford	38.5000	N	115.50
		*** Kustom Signal Radar Unit ***			
3.00	MISC90000 / MISC	Kustom Signal CRS39 Eagle II Dual, KA-Band DCM w/TruTrak	1,461.0000	N	4,383.00
		*** Weboost Fleet Cell Booster ***			
3.00	VACC02174 / 470254	WeBoost Drive Reach fleet signal booster kit	499.0000	N	1,497.00
		*** Prewire for Watchguard Video ***			

Quotation continued on next page ...





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Reference	PO Number	Customer No.	Salesperson	Order Date	Ship Via	Terms
3 - 2020 Expedition Full Patrol Buil		LAR10604	TFH	Jan 16, 2020		NET30

Year	Make	Model	Color	State Contract #
2020	Ford	Expedition		NA

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
3.00	MISC90000 / MISC	APGPS30-A-S1-W-19 GPS only Antenna with male TNC connector  *** Radio Equipment ***	79.6600	N	238.98
12.00	ANTE00364 / NMOKHFUDFME*	Twenty-Five (25) Foot Radio Coax Cable Kit with FME	19.9000	N	238.80
3.00	ANTE00056 / NMOCAPB	LARSEN BLACK PLASTIC RAIN CAP FOR NMO MOUNT  *** Tint ***	5.0000	N	15.00
3.00	UTIL00835 / Tint	Window Tinting of rear windows	225.0000	N	675.00
156.00	LABO90060 / LABOR	Installation Labor	65.0000	N	10,140.00
3.00	INST05440 / AEP-Misc	Shop Supplies	100.0000	N	300.00
		Shipping		N	1,500.00

Thank you for the opportunity to earn your business			<b>Parts</b>	<b>44,948.46</b>
<b>Terms &amp; Conditions:</b> <ul style="list-style-type: none"> <li>Estimates valid for 60 days</li> <li>Orders will be invoiced upon notification of completion</li> <li>Returns subject to 25% restocking fee. No returns on special order items.</li> <li>Credit Card payments accepted for payments of orders/invoicing totaling \$10,000 or less only.</li> </ul> SIGNATURE (not required if PO/contract is issued) _____			<b>Labor / Services</b>	<b>10,140.00</b>
			<b>Trans / Trip / Fee</b>	<b>0.00</b>
			<b>Shipping</b>	<b>1,500.00</b>
			<b>Order Discount</b>	<b>0.00</b>
			<b>Subtotal</b>	<b>56,588.46</b>
			<b>Total sales tax</b>	<b>0.00</b>
			<b>Total order</b>	<b>56,588.46</b>

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**PRICE SHEET**

**DESCRIPTION: Aftermarket Vehicle Wrap of Three (3) New Ford Expedition SSV's for Law Enforcement Use  
(SEE ATTACHED VENDOR SUPPLIER QUOTE) (WESTERN REPROGRAPHICS)**

*(Build Sheet Must Accompany Proposal)*

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<b>MINIMUM SPECIFICATIONS</b> <b>Aftermarket Wrap of Three (3) New Ford Expedition SSV's for</b> <b>Law Enforcement Use (SEE ATTACHED VENDOR SUPPLIER</b> <b>QUOTE) (WESTERN REPROGRAPHICS)</b>	<b>QUANTITY</b>	<b>MEETS MINIMUM</b> <b>SPECIFICATIONS</b> <b>YES NO</b>
SIGN: RTA Full Size SUV Passenger Side 3M EG Reflective Print / Overlam Drivers Side 3M E Reflective Print / Overlam Rear 3m EG Reflective Print / Overlam	3	
INSTALLATION Clean, Prep, Install, Finish	3	
SETUP Design Set:	1	
<b>SUB – TOTAL AMOUNT</b>	<b>ZERO</b> <b>\$ BID BEING OFFERRED</b> <b>WITHOUT THE WRAP.</b> <b>\$ TO BE PAID OUTSIDE DEAL</b> <b>DIRECTLY BY GILA COUNTY</b>  <b>\$</b>  <b>\$</b>	
<b>OTHER COSTS</b>		
<b>SALES TAX</b>		
<b>TOTAL AMOUNT OF DELIVERED VEHICLE</b>		

**Delivery Location:** Gila County Fleet Management, 1001 Besich Blvd., Globe, AZ.

**Estimated Date of Delivery prior to June 30, 2020:** \_\_\_\_\_

**Vendor Name:** \_\_\_\_\_ **Vendor Phone Number:** \_\_\_\_\_

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

STATE OF ARIZONA                     )  
  )ss  
COUNTY OF: Maricopa            )

\_\_\_\_\_  
(Name of Individual) being first duly sworn, deposes and says:

That he is  
SCOTT DIETRICH/FLEET DIRECTOR

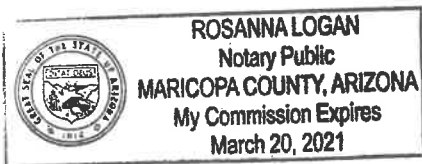
\_\_\_\_\_  
(Title)

of LARRY H. MILLER FORD MESA and  
\_\_\_\_\_  
(Name of Business)

That he is bidding on **Gila County Bid No. 121819 - Replacement of Three (3) Sheriff's Office Patrol Vehicles and,**

That neither he nor anyone associated with the said \_\_\_\_\_  
LARRY H. MILLER FORD MESA  
\_\_\_\_\_  
(Name of Business)

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



LARRY H. MILLER FORD MESA

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

By \_\_\_\_\_

FLEET DIRECTOR

\_\_\_\_\_  
Title

Subscribed and sworn to before me this 22 day of Jan, 2020.

[Signature]  
Notary Public

My Commission expires:

3-20-21

**BID NO. 121819**  
**Replacement of Three (3) Sheriff's Office Patrol Vehicles**

---

**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.

**SCOTT DIETRICH**

\_\_\_\_\_  
Typed Name and Title of Authorized Representative

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

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

**BID NO. 121819**  
**Replacement of Three (3) Sheriff's Office Patrol Vehicles**

---

**LEGAL ARIZONA WORKERS ACT COMPLIANCE**

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

County shall have the right at any time to inspect the books and records of Vendor and any Subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Vendor's or any Subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Vendor to penalties up to and including suspension or termination of this Contract. If the breach is by a Subcontractor, and the subcontract is suspended or terminated as a result, and Gila County elects to continue the contract with the Vendor, Vendor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement Subcontractor, as soon as possible so as not to delay project completion.

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

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to ensure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Vendor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Vendor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Vendor shall be entitled to an extension of time, but not costs.



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

SCOTT DIETRICH

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

FLEET DIRECTOR

\_\_\_\_\_  
Title

**BIDDERS CHECKLIST & ADDENDA ACKNOWLEDGEMENT**

**NOTICE IS HEREBY GIVEN** that all Bid Documents shall be completed, executed, and submitted with this IFB. If bidder fails to complete or execute any portion of the Bid Documents, this IFB will be determined to be "non-responsive" and rejected.

**CHECKLIST:**

**REQUIRED DOCUMENT**

**COMPLETED AND EXECUTED**

QUALIFICATION & CERTIFICATION FORM

X

CERTIFICATION REGARDING DEBARMENT

X

PRICE SHEETS

X

NO COLLUSION AFFADAVIT

X

LEGAL ARIZONA WORKS ACT COMPLIANCE

X

BIDDERS CHECKLIST & ADDENDA ACKNOWLEDGEMENT

X

OFFER PAGE

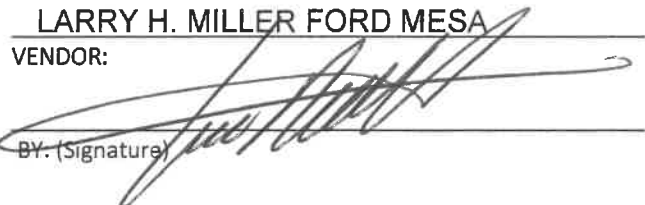
X

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**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:**

	#1	#2	#3	#4	#5
Initials	<u>S.D</u>	<u>S.D</u>	<u>      </u>	<u>      </u>	<u>      </u>
Date	<u>1/15/20</u>	<u>1/21/20</u>	<u>      </u>	<u>      </u>	<u>      </u>

Signed and dated this 22<sup>nd</sup> day of January, 2020

LARRY H. MILLER FORD MESA  
VENDOR:  
  
BY: (Signature)

Each bid shall be sealed in an envelope addressed to the Gila County Procurement Group and bearing the following statement on the outside of the envelope: **Invitation for Bids: Bid No. 121819 Replacement of Three (3) Sheriff's Office Patrol Vehicles.** All bids shall be filed with the Gila County Finance Department at the Copper Building, 1400 E. Ash St., Globe, AZ on or before February 5, 2020, 11:00 A.M.

**BID NO. 121819**  
**Replacement of Three (3) Sheriff's Office Patrol Vehicles**

---

**OFFER PAGE**

**TO GILA COUNTY:**

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

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

**CONTRACT NUMBER: 121819 Replacement of Three (3) Sheriff's Office Patrol Vehicles**

**Firm Submitting Bid:**

LARRY H. MILLER FORD MESA

Company Name

460 E AUTO CENTER DRIVE

Address

MESA                      AZ                      85204

City

State

Zip

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

Name: THERESA WORTHEN

Phone No.: 480 530-9581

Fax 480 530-9599

Email: theresa.worthen@lhmauto.com

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

SCOTT DIETRICH

Printed Name

FLEET DIRECTOR

Title

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



**BID NO. 121819**  
**Replacement of Three (3) Sheriff's Office Patrol Vehicles**

---

**ACCEPTANCE OF OFFER**  
(For Gila County use only)

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

The Vendor \_\_\_\_\_ is now bound to provide the materials or services listed in Invitation for Bid No.: 121819 including all terms and conditions, specifications, amendments, etc. and the Vendor's Offer as accepted by County entity.

The contract shall henceforth be referenced to as **Contract No. 121819**. The Vendor has been cautioned not to commence any billable work or to provide any material or service under this Contract until Vendor receives written notice to proceed from Gila County.

Awarded this \_\_\_\_\_ day of \_\_\_\_\_, 2020

**GILA COUNTY BOARD OF SUPERVISORS:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**Prepared for:**

GILA COUNTY

Prepared by: THERESA WORTHEN

01/20/2020

Larry H. Miller Ford Mesa | 460 E Auto Center Dr Mesa Arizona | 852046500

**2020 Expedition 4dr 4x4 XL (U1G)**

Price Level: 35

**As Configured Vehicle**

<b>Code</b>	<b>Description</b>	<b>MSRP</b>
U1G	Base Vehicle Price (U1G)	\$51,990.00
102A	Equipment Group 102A SSV	-\$2,080.00
99T	Engine: 3.5L EcoBoost V6	Included
44U	Transmission: 10-Speed Automatic w/SelectShift	Included
X3L	Electronic Limited Slip w/3.73 Axle Ratio	Included
STDGV	GVWR: 7,450 lbs	Included
NONTR2	Tires: P275/65R18 AT OWL w/536	Included
NONWL1	Wheels: 18" Machined-Face Aluminum w/536	Included
L	Cloth Front Captain's Chairs	Included
PAINT	Monotone Paint Application	STD
122WB	122" Wheelbase	STD
STDRD	Radio: AM/FM Stereo w/MP3 Capable	Included
536	Heavy-Duty Trailer Tow Package	\$1,570.00
425	50 States Emissions System	STD
LL_01	Medium Stone	N/C
YZ_01	Oxford White	N/C
<b>SUBTOTAL</b>		<b>\$51,480.00</b>
<b>Destination Charge</b>		<b>\$1,395.00</b>
<b>TOTAL</b>		<b>\$52,875.00</b>

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## Prepared for:

GILA COUNTY

Prepared by: THERESA WORTHEN

01/20/2020

Larry H. Miller Ford Mesa | 460 E Auto Center Dr Mesa Arizona | 852046500



## 2020 Expedition 4dr 4x4 XL (U1G)

Price Level: 35

# Selected Equip & Specs

### Dimensions

- Exterior length: 210.0"
- Exterior height: 76.4"
- Front track: 67.6"
- Turning radius: 20.5'
- Front legroom: 43.9"
- Front headroom: 42.0"
- Front hiproom: 62.2"
- Front shoulder room: 64.9"
- Passenger volume: 171.9cu.ft.
- Departure angle: 21.9 deg
- Cargo volume seats folded: 63.6cu.ft.
- Exterior width: 79.9"
- Wheelbase: 122.5"
- Rear track: 67.2"
- Min ground clearance: 9.8"
- Rear legroom: 41.5"
- Rear headroom: 40.0"
- Rear hiproom: 62.6"
- Rear shoulder room: 64.8"
- Approach angle: 23.3 deg
- Cargo volume: 20.9cu.ft.
- Maximum cargo volume: 104.6cu.ft.

### Powertrain

- EcoBoost 375hp 3.5L DOHC 24 valve twin turbo V-6 engine with variable valve control, gasoline direct injection
- Recommended fuel : premium unleaded
- 10 speed automatic transmission with overdrive
- \* **Limited slip differential**
- Fuel Economy Highway: 22 mpg
- Auto stop-start feature
- LEV3-ULEV70
- Part and full-time
- Fuel Economy City: 17 mpg
- Capless fuel filler

### Suspension/Handling

- Front independent double wishbone suspension with anti-roll bar, gas-pressurized shocks
- Speed-sensing electric power-assist rack-pinion Steering
- P275/65TR18 OWL AT front and rear tires
- Rear independent multi-link suspension with anti-roll bar, gas-pressurized shocks
- Front and rear 18 x 8.5 machined w/painted accents aluminum wheels

### Body Exterior

- 4 doors
- Black door mirrors
- \* **Class IV trailer hitch with with brake controller and trailer sway control**
- Trailer harness
- Front and rear 18 x 8.5 wheels
- Driver and passenger power remote heated, manual folding door mirrors
- Body-coloured bumpers
- Roof rack rails only
- Clearcoat paint
- 2 front tow hook(s)

### Convenience

- Manual air conditioning with air filter
- Auxiliary rear heater
- Rear HVAC with separate controls
- Cruise control with steering wheel controls

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**Prepared for:**

GILA COUNTY

Prepared by: THERESA WORTHEN

01/20/2020

Larry H. Miller Ford Mesa | 460 E Auto Center Dr Mesa Arizona | 852046500

**2020 Expedition 4dr 4x4 XL (U1G)**

Price Level: 35

**Selected Equip & Specs (cont'd)**

- Power windows
- Driver and passenger 1-touch down
- Proximity key push button start only
- Manual telescopic steering wheel
- FordPass Connect 4G LTE WiFi internet access
- Wireless phone connectivity
- 2 1st row LCD monitors
- Dual expandable coverage illuminated visor mirrors
- Driver and passenger door bins
- Driver and passenger 1-touch up
- Remote power door locks with 2 stage unlock and illuminated entry
- Manual tilt steering wheel
- Day-night rearview mirror
- SYNC 3 911 Assist emergency SOS
- SYNC 3 AppLink smart device integration
- Front and rear cupholders
- Full overhead console
- Rear door bins

**Seats and Trim**

- Seating capacity of 5
- 8-way 6-way power driver seat adjustment
- Power height adjustable driver seat
- 40-20-40 folding rear split-bench seat
- Metal-look gear shift knob
- Cargo net
- Front bucket seats
- Power 2-way driver lumbar support
- 4-way passenger seat adjustment
- Cloth seat upholstery
- Leather steering wheel

**Entertainment Features**

- AM/FM/Satellite-prep radio with radio data system
- External memory control
- 6 speakers
- Window grid antenna
- Auxiliary audio input
- Steering wheel mounted radio controls
- Streaming audio

**Lighting, Visibility and Instrumentation**

- Halogen aero-composite headlights
- Fully automatic headlights
- Variable intermittent front windshield wipers
- Fixed interval rear windshield wiper
- Fixed rearmost windows
- Front and rear reading lights
- Voltmeter
- Outside temperature display
- Low tire pressure warning
- Trip odometer
- Ford Co-Pilot360 - Blind Spot Information System (BLIS) blind spot sensor
- Delay-off headlights
- Front fog lights
- Speed sensitive wipers
- Rear window defroster
- Deep tinted windows
- Tachometer
- Compass
- Camera(s) - rear with washer
- Trip computer
- Lane departure

**Safety and Security**

- 4-wheel ABS brakes
- Brake assist with hill descent control with hill hold control

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**Prepared for:**

GILA COUNTY

Prepared by: THERESA WORTHEN

01/20/2020

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**2020 Expedition 4dr 4x4 XL (U1G)**

Price Level: 35

**Selected Equip & Specs (cont'd)**

- 4-wheel disc brakes
- ABS and driveline traction control
- Dual seat mounted side impact airbag supplemental restraint system
- Airbag supplemental restraint system occupancy sensor
- Power remote door locks with 2 stage unlock and panic alarm
- MyKey restricted driving mode
- Fixed rear head restraints
- Ford Co-Pilot360 - Pre-Collision Assist with Automatic Emergency Braking (AEB) Feature
- Electronic stability control
- Dual front impact airbag supplemental restraint system
- Safety Canopy System curtain 1st, 2nd and 3rd row overhead airbag supplemental restraint system
- Remote activated perimeter/approach lighting
- Security system with SecuriLock immobilizer and stolen vehicle tracking system
- Manually adjustable front head restraints
- Ford Co-Pilot360 - Blind Spot Information System (BLIS) blind spot sensor

**Dimensions****General Weights**

Curb.....	5,692 lbs.	GVWR.....	7,450 lbs.
Payload.....	1,700 lbs.		

**Front Weights**

Front GAWR.....	3,450 lbs.	Front curb weight.....	2,913 lbs.
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**Rear Weights**

Rear GAWR.....	4,380 lbs.	Rear curb weight.....	2,779 lbs.
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**Trailer Type**

Type.....	Regular	Harness.....	Yes
*Class.....	IV	Hitch.....	Yes
*Brake controller.....	Yes	Trailer sway control.....	Yes

**General Trailering**

*Towing capacity.....	9200 lbs.	*GCWR.....	15500 lbs.
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**Fuel Tank type**

Capacity.....	23.3 gal.	Capless fuel filler.....	Yes
---------------	-----------	--------------------------	-----

**Off Road**

Approach angle.....	23 deg	Departure angle.....	22 deg
Ramp breakover angle.....	21 deg	Min ground clearance.....	10 "
Load floor height.....	35 "		

**Interior cargo**

Cargo volume.....	20.9 cu.ft.	Cargo volume seats folded.....	63.6 cu.ft.
Maximum cargo volume.....	104.6 cu.ft.		

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**2020 Expedition 4dr 4x4 XL (U1G)**

Price Level: 35

**Selected Equip & Specs (cont'd)****Powertrain***Engine Type*

Brand.....	EcoBoost	Block material.....	Aluminum
Cylinders.....	V-6	Head material.....	Aluminum
Ignition.....	Spark	Injection.....	Gasoline direct injection
Liters.....	3.5L	Orientation.....	Longitudinal
Recommended fuel.....	Premium unleaded	Valves per cylinder.....	4
Valvetrain.....	DOHC	Variable valve control.....	Yes
Forced induction.....	Twin turbo		

*Engine Spec*

Bore.....	3.64"	Compression ratio.....	10.5:1
Displacement.....	213 cu.in.	Stroke.....	3.41"

*Engine Power*

Output.....	375 HP @ 5,000 RPM	Torque.....	470 ft.-lb @ 3,500 RPM
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*Alternator*

Amps.....	150
-----------	-----

*Battery*

Amp hours.....	72	Cold cranking amps.....	675
Run down protection.....	Yes		

*Engine Extras*

*Radiator.....	HD	Auto stop-start feature.....	Yes
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*Transmission*

Electronic control.....	Yes	Lock-up.....	Yes
Overdrive.....	Yes	Speed.....	10
Type.....	Automatic		

*Transmission Gear Ratios*

1st.....	4.696	2nd.....	2.985
3rd.....	2.146	4th.....	1.769
5th.....	1.52	6th.....	1.275
7th.....	1	8th.....	0.854
9th.....	0.689	10th.....	0.636
Reverse Gear ratios.....	4.866		

*Transmission Extras*

Driver selectable mode.....	Yes	Sequential shift control.....	SelectShift
Oil cooler.....	Regular duty		

*Drive Type*

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**2020 Expedition 4dr 4x4 XL (U1G)**

Price Level: 35

**Selected Equip & Specs (cont'd)**

4wd type.	.....Part and full-time	Type.	.....Four-wheel
<i>Drive Feature</i>			
* Limited slip differential	..... <b>Electro-mechanical</b>	Traction control	.....ABS and driveline
Locking hub control	.....Auto	Transfer case shift	.....Electronic
<i>Drive Axle</i>			
* Ratio	..... <b>3.73</b>		
<i>Exhaust</i>			
Material	.....Stainless steel	System type	.....Single
<i>Emissions</i>			
CARB	.....LEV3-ULEV70	EPA	.....Tier 3 Bin 70
<i>Fuel Economy</i>			
City	.....17 mpg	Highway	.....22 mpg
Fuel type	.....Gasoline	Combined	.....19 mpg
<i>Green Values</i>			
Energy Impact Score (Barrels per year)	.....17.3	Carbon FP / Tailpipe and upstream total GHG (CO <sub>2</sub> , tons per year)	.....9.4

**Driveability***Brakes*

ABS	.....4-wheel	ABS channels	.....4
Type	.....4-wheel disc	Vented discs	.....Front and rear

*Brake Assistance*

Brake assist	.....Yes	Hill descent control	.....Yes
Hill hold control	.....Yes		

*Suspension Control*

Ride	.....Regular	Electronic stability control	.....Stability control with anti-roll
------	--------------	------------------------------	---------------------------------------

*Front Suspension*

Independence	.....Independent	Type	.....Double wishbone
Anti-roll bar	.....Regular		

*Front Spring*

Type	.....Coil	Grade	.....Regular
------	-----------	-------	--------------

*Front Shocks*

Type	.....Gas-pressurized
------	----------------------

*Rear Suspension*

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**2020 Expedition 4dr 4x4 XL (U1G)**

Price Level: 35

**Selected Equip & Specs (cont'd)**

Independence.....	Independent	Type.....	Multi-link
Anti-roll bar.....	Regular		
<b>Rear Spring</b>			
Type.....	Coil	Grade.....	Regular
<b>Rear Shocks</b>			
Type.....	Gas-pressurized		
<b>Steering</b>			
Speed-sensing.....	Yes	Activation.....	Electric power-assist
Type.....	Rack-pinion		
<b>Steering Specs</b>			
# of wheels.....	2		

**Exterior****Front Wheels**

Diameter.....	18"	Width.....	8.50"
---------------	-----	------------	-------

**Rear Wheels**

Diameter.....	18"	Width.....	8.50"
---------------	-----	------------	-------

**Spare Wheels**

Wheel material.....	Steel
---------------------	-------

**Front and Rear Wheels**

Appearance.....	Machined w/painted accents	Material.....	Aluminum
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**Front Tires**

Aspect.....	65	Diameter.....	18"
Sidewalls.....	OWL	Speed.....	T
Tread.....	AT	Type.....	P
Width.....	275mm		

**Rear Tires**

Aspect.....	65	Diameter.....	18"
Sidewalls.....	OWL	Speed.....	T
Tread.....	AT	Type.....	P
Width.....	275mm		

**Spare Tire**

Mount.....	Underbody w/crankdown	Type.....	Full-size
------------	-----------------------	-----------	-----------

**Wheels**

Front track.....	67.6"	Rear track.....	67.2"
Turning radius.....	20.5'	Wheelbase.....	122.5"

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GILA COUNTY

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01/20/2020

Larry H. Miller Ford Mesa | 460 E Auto Center Dr Mesa Arizona | 852046500

**2020 Expedition 4dr 4x4 XL (U1G)**

Price Level: 35

**Selected Equip & Specs (cont'd)***Body Features*

* Skid plate(s)	3	Body material	Galvanized steel/aluminum
Side impact beams	Yes	Active grille shutters	Yes
Front tow hook(s)	2		

*Body Doors*

Door count	4	Left rear passenger	Conventional
Right rear passenger	Conventional	Rear cargo	Liftgate

*Exterior Dimensions*

Length	210.0"	Body width	79.9"
Body height	76.4"	Rear door opening height	32.7"
Rear door opening width	51.4"		

**Safety***Airbags*

Driver front-impact	Yes	Driver side-impact	Seat mounted
Occupancy sensor	Yes	Overhead	Safety Canopy System curtain 1st, 2nd and 3rd row
Passenger front-impact	Yes	Passenger side-impact	Seat mounted

*Seatbelt*

Rear centre 3 point	Yes	Height adjustable	Front
Pre-tensioners	Front	Pre-tensioners (#)	2

*Security*

Immobilizer	SecuriLock	Panic alarm	Yes
Restricted driving mode	MyKey		

**Seating***Passenger Capacity*

Capacity	5
----------	---

*Front Seats*

Split	Buckets	Type	Bucket
-------	---------	------	--------

*Driver Seat*

Fore/aft	Power	Height adjustable	Power
Reclining	Manual	Way direction control	8
Lumbar support	Power 2-way	Cushion tilt	Power

*Passenger seat*

Fore/aft	Manual	Reclining	Manual
Way direction control	4		

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GILA COUNTY

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**2020 Expedition 4dr 4x4 XL (U1G)**

Price Level: 35

**Selected Equip & Specs (cont'd)****Front Head Restraint**

Control..... Manual Type..... Adjustable

**Rear Seats**

Descriptor..... Split-bench Facing..... Front  
 Folding..... 40-20-40 Folding position..... Fold forward seatback  
 Type..... Fixed Reclining..... Manual  
 Fore/aft..... Manual

**Rear Head Restraints**

Type..... Fixed Number..... 2

**Front Seat Trim**

Material..... Cloth Back material..... Cloth

**Rear Seat Trim Group**

\* Material..... Vinyl Back material..... Carpet

**Convenience****AC And Heat Type**

Air conditioning..... Manual Rear HVAC..... With separate controls  
 Air filter..... Yes Underseat ducts..... Yes  
 Auxiliary rear heater..... Yes Headliner/pillar ducts..... Yes

**Audio System**

Auxiliary audio input..... Yes Radio..... AM/FM/Satellite-prep  
 Radio data system..... Yes Radio grade..... Regular  
 Seek-scan..... Yes External memory control..... External memory control

**Audio Speakers**

Speaker type..... Regular Speakers..... 6

**Audio Controls**

Speed sensitive volume..... Yes Steering wheel controls..... Yes  
 Voice activation..... Yes Streaming audio..... Bluetooth yes

**Audio Antenna**

Type..... Window grid

**LCD Monitors**

1st row..... 2 Primary monitor size (inches)..... 4.2

**Cruise Control**

Cruise control..... With steering wheel controls

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**2020 Expedition 4dr 4x4 XL (U1G)**

Price Level: 35

**Selected Equip & Specs (cont'd)***Remote Releases*

Rear window..... Keyfob

*Convenience Features*

Retained accessory power..... Yes

Emergency SOS..... SYNC 3 911 Assist

Smart device integration..... App link

12V DC power outlet..... 4

Wireless phone connectivity..... Bluetooth

*Door Lock Activation*

Type..... Power with 2 stage unlock

Keypad..... Yes

Auto locking..... Yes

Remote..... Keyfob and smart device

Integrated key/remote..... Yes

Proximity key..... Push button start only

*Door Lock Type*

Rear child safety..... Manual

Tailgate/rear door lock. Included with power door locks

*Door Locks Extra FOB Controls*

Remote engine start..... Smart device

*Instrumentation Type*

Display..... Analog

*Instrumentation Gauges*

Tachometer..... Yes

Engine temperature..... Yes

Oil pressure..... Yes

Voltmeter..... Yes

*Instrumentation Warnings*

Oil pressure..... Yes

Battery..... Yes

Key..... Yes

Low washer fluid..... Yes

Rear cargo ajar..... Yes

Low tire pressure..... Tire specific

Engine temperature..... Yes

Lights on..... Yes

Low fuel..... Yes

Door ajar..... Yes

Brake fluid..... Yes

*Instrumentation Displays*

Clock..... In-radio display

Exterior temp..... Yes

Camera(s) - rear..... With washer

Compass..... Yes

Systems monitor..... Yes

*Instrumentation Feature*

Trip computer..... Yes

Lane departure..... Active

Forward collision..... Mitigation

Pedestrian detection..... Prevention

Trip odometer..... Yes

Blind spot sensor..... Warning

Rear collision..... Warning

*Steering Wheel Type*

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**2020 Expedition 4dr 4x4 XL (U1G)**

Price Level: 35

**Selected Equip & Specs (cont'd)**

Material.....	Leather	Tilting.....	Manual
Telescoping.....	Manual		
<b>Front Side Windows</b>			
Window 1st row activation.....	Power		
<b>Windows Rear Side</b>			
2nd row activation.....	Power	3rd row activation.....	Fixed
<b>Window Features</b>			
1-touch down.....	Driver and passenger	1-touch up.....	Driver and passenger
Tinted.....	Deep		
<b>Front Windshield</b>			
Wiper.....	Variable intermittent	Speed sensitive wipers.....	Yes
<b>Rear Windshield</b>			
Wiper.....	Fixed interval	Heating.....	Wiper park
Defroster.....	Yes	Window	Flip-up

**Interior**

<b>Driver Visor</b>			
Illuminated.....	Yes	Expandable coverage.....	Yes
Mirror.....	Yes		
<b>Passenger Visor</b>			
Illuminated.....	Yes	Expandable coverage.....	Yes
Mirror.....	Yes		
<b>Rear View Mirror</b>			
Day-night.....	Yes		
<b>Trim Door</b>			
Trim insert.....	Vinyl		
<b>Headliner</b>			
Coverage.....	Full	Material.....	Cloth
<b>Floor Trim</b>			
Coverage.....	Full	* Covering.....	Vinyl/rubber
<b>Trim Feature</b>			
Gear shift knob.....	Metal-look	Interior accents.....	Metal-look
<b>Lighting</b>			
Dome light type.....	Fade	Front reading.....	Yes
Illuminated entry.....	Yes	Rear reading.....	Yes

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

**Prepared for:**

GILA COUNTY

Prepared by: THERESA WORTHEN

01/20/2020

Larry H. Miller Ford Mesa | 460 E Auto Center Dr Mesa Arizona | 852046500

**2020 Expedition 4dr 4x4 XL (U1G)**

Price Level: 35

**Selected Equip & Specs (cont'd)**

Variable IP lighting	Yes		
<b>Overhead Console Storage</b>			
Storage	Yes	Type	Full
Conversation mirror	Yes		
<b>Storage</b>			
Driver door bin	Yes	Front Beverage holder(s)	Yes
Glove box	Yes	Passenger door bin	Yes
Rear yes	Yes	Dashboard	Yes
Rear door bins	Yes		
<b>Cargo Space Trim</b>			
Floor	Carpet	Trunk lid/rear cargo door	Plastic
<b>Cargo Space Feature</b>			
Net	Yes	Light	Yes
<b>Legroom</b>			
Front	43.9"	Rear	41.5"
<b>Headroom</b>			
Front	42.0"	Rear	40.0"
<b>Hip Room</b>			
Front	62.2"	Rear	62.6"
<b>Shoulder Room</b>			
Front	64.9"	Rear	64.8"
<b>Interior Volume</b>			
Passenger volume	171.9 cu.ft.		

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

**Prepared for:**

GILA COUNTY

Prepared by: THERESA WORTHEN

01/20/2020

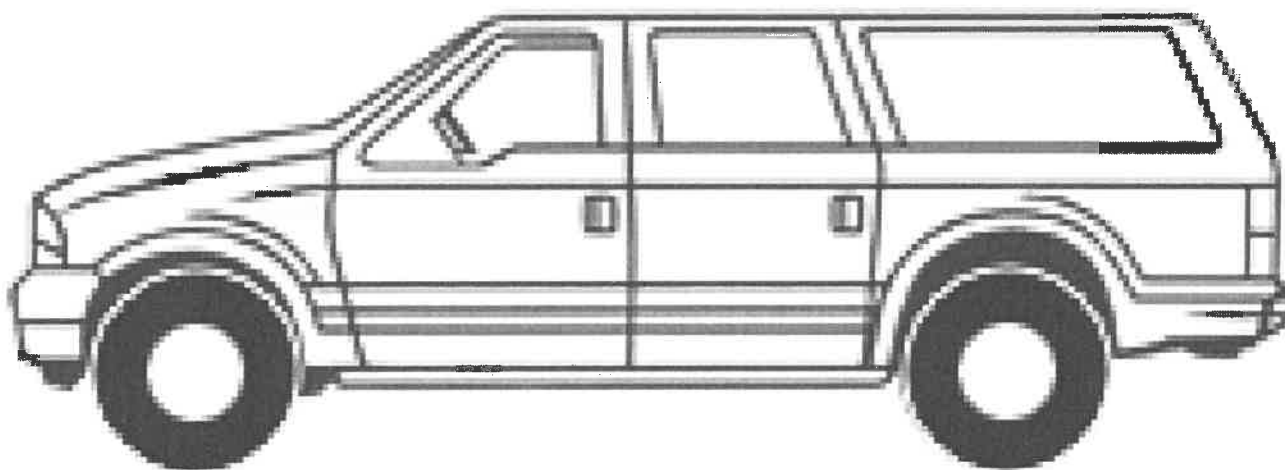
Larry H. Miller Ford Mesa | 460 E Auto Center Dr Mesa Arizona | 852046500

**2020 Expedition 4dr 4x4 XL (U1G)**Price Level: 35

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## Vehicle Dimension and Performance Summary

Performance predictions in this report represent an estimate of vehicle performance based on standard operating conditions. Variations in customer equipment, load configuration, ambient conditions, and/or operator driving techniques can cause significant variations in vehicle performance. These values are not representative of results that may be shown in actual dynamometer tests. This report should therefore be used as a guide for comparative vehicle performance.



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Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



**Prepared for:**

GILA COUNTY

Prepared by: THERESA WORTHEN

01/20/2020

Larry H. Miller Ford Mesa | 460 E Auto Center Dr Mesa Arizona | 852046500



2020 Expedition 4dr 4x4 XL (U1G)

Price Level: 35

**Vehicle Dimension and Performance Summary (cont'd)***Light Duty*

GVW	Totals
1 Payload - (Payload)	0 lbs
Occupants Weight	750 lbs
Curb Weight (as configured)	5,692 lbs
<b>TOTAL</b>	<b>6,442 lbs</b>
<b>GVWR</b>	<b>7,450 lbs</b>

GCW	Totals
Adjusted Truck GVW	6,442 lbs
Weight of trailer	0 lbs
Weight of trailer cargo	0 lbs
Total Weight of trailer	0 lbs
<b>TOTAL</b>	<b>6,442 lbs</b>
<b>GCWR</b>	<b>15,500 lbs</b>

Highway use only. Ford Motor Company recommends that a separate, functional brake system be used on any towed vehicle or trailer.

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**Prepared for:**

GILA COUNTY

Prepared by: THERESA WORTHEN

01/20/2020

Larry H. Miller Ford Mesa | 460 E Auto Center Dr Mesa Arizona | 852046500

**2020 Expedition 4dr 4x4 XL (U1G)**

Price Level: 35

## Warranty

**Standard Warranty***Basic*

Distance. . . . .	36,000 miles	Months. . . . .	36 months
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*Powertrain*

Distance. . . . .	60,000 miles	Months. . . . .	60 months
-------------------	--------------	-----------------	-----------

*Corrosion Perforation*

Distance. . . . .	Unlimited miles	Months. . . . .	60 months
-------------------	-----------------	-----------------	-----------

*Roadside Assistance*

Distance. . . . .	60,000 miles	Months. . . . .	60 months
-------------------	--------------	-----------------	-----------

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

**BID NO. 121819**  
**Replacement of Three (3) Sheriff's Office Patrol Vehicles**

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**QUALIFICATION AND CERTIFICATION FORM**

**EXHIBIT "D" VENDORS QUALIFICATION AND REFERENCE LIST**

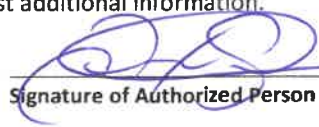
**PURPOSE**

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Vendors under consideration for final award. The information may or may not be a determining factor in award.

**CONTACT NUMBER 121819 Replacement of Three (3) Sheriff's Office Patrol Vehicles**

The applicant submitting this Bid warrants the following:

1. Name, Address, and Telephone Number of Principal Vendor:  
San Tan Ford  
1429 E. Motorplex Loop  
Gilbert, AZ 85297
2. Has Vendor (under its present or any previous name) ever failed to complete a contract?  
       Yes   X   No. If "Yes", give details including the date, the contracting agency, and the reason Vendor failed to perform in the narrative part of this Contract.
3. Has Vendor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract?        Yes   X   No. If "Yes", give details, including the date, the contracting agency, the reasons for the Vendors disqualifications, and whether this disqualification remains in effect in the narrative part of this Contract.
4. Has a contracting agency ever terminated a contract with the Vendor (under your firm's present or any previous name) prior to end of contract period?        Yes   X   No. If "Yes", give details including the date, the contracting agency, and the reasons offer was terminated in the narrative part of this Contract.
5. Vendor must also provide at least the following information:
  - a. A Cost Bid shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
  - b. Gila County reserves the right to request additional information.

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

Jared Smith

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

Government & Commercial Fleet Manager

\_\_\_\_\_  
Title

**BID NO. 121819**  
**Replacement of Three (3) Sheriff's Office Patrol Vehicles**

**PRICE SHEET FOR SHERIFF'S OFFICE PATROL**

**DESCRIPTION: Three (3) New Ford Expedition SSV, Police Vehicle Upfitting and Vehicle Wrap**  
*(Build Sheet Must Accompany Proposal)*

**Vehicle Year, Make, & Model:** 2020, Ford, Expedition 4x4 SSV

<b>MINIMUM SPECIFICATIONS</b>		<b>MEETS MINIMUM SPECIFICATIONS</b>	
<b>Three (3) New Ford Expedition SSV, Police Vehicle Upfitting and Vehicle Wrap</b>			
Exterior: Oxford White (YZ)		X	
Interior: Light Color (L)		X	
(L) XL Cloth Covered Front Bucket Seats Without Console		X	
Vinyl Covered Rear Bench Seat		X	
Power Features: Door Locks, Windows, Mirrors, Steering		X	
AM/FM Clock Radio/Stereo with SYNC		X	
Backup Camera		X	
Tilt Steering Wheel, Cruise Control		X	
Remote Keyless Entry; Including 5 Entry and Ignition Keys/FOBS as Required For Entry And Operation		X	
102A Equip. Group, Skid Plates		X	
(99T) 3.5L ECO Gas Engine		X	
(U1G) 4X4 Drivetrain XL		X	
(44U) Automatic Transmission		X	
536 Trailer Tow Package – Heavy Duty Cooling System		X	
A/C – Front and Rear		X	
Front Tow Hooks		X	
10 Ply All Terrain Tires (LT) with Full Size Spare Tire and Wheel		X	
Jack and Tire Changing Tools		X	
<b>SUB – TOTAL AMOUNT</b>		<b>\$ 42,284.28 .</b>	<b>\$126,852.84</b>
<b>OTHER COSTS</b>	<b>Delivery</b>	<b>\$ 150.00 .</b>	<b>\$ 450.00</b>
<b>SALES TAX</b>	<b>plus Tire tax</b>	<b>\$ 3,303.17 .</b>	<b>\$ 9,909.51</b>
<b>TOTAL AMOUNT OF DELIVERED VEHICLE</b>	<b>Each</b>	<b>\$ 45,737.45 .</b>	<b>\$137,212.35</b>

**Delivery Location:** Gila County Fleet Management, 1001 W. Besich Blvd., Globe, AZ. 85501

**Estimated Date of Delivery prior to June 30, 2020:** June 2nd, 2020

**Vendor Name:** San Tan Ford **Vendor Phone Number:** 480-821-3200 Ext 4099

VIRTC1DP 

CNGP530

VEHICLE ORDER CONFIRMATION

02/04/20 18:35:08

==&gt;

Dealer: F71182

2020 EXPEDITION

Page: 1 of 1

Order No: 0001 Priority: D1 Ord FIN: QS037 Order Type: 5B Price Level: 035

Ord Code: 102A Cust/Flt Name: GILA

PO Number:

RETAIL

RETAIL

U1G 4X4 XL \$51990

FUEL CHARGE

YZ OXFORD WHITE

B4A NET INV FLT OPT NC

L XL CLOTH BUCKET

DEST AND DELIV 1395

L MEDIUM STONE

TOTAL BASE AND OPTIONS 52875

102A EQUIP GRP (2080)

TOTAL 52875

.SKID PLATES

\*THIS IS NOT AN INVOICE\*

99T .3.5L ECO V6 ENG NC

44U .10SPD AUTO NC

.3.73 ELSD AXLE

536 TRAILER TOW PKG 1570

64X .18" MCH ALM WHL

TEA .P275/65R18 OWL

FLEET SPCL ADJ NC

SP DLR ACCT ADJ

SP FLT ACCT CR

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QD07488

V1DP0117

2,6

**BID NO. 121819**

**Replacement of Three (3) Sheriff's Office Patrol Vehicles**

**DESCRIPTION: Aftermarket Upfitting of Three (3) New Ford Expedition SSV's for Law Enforcement Use**

**PRICE LIST**

*(Build Sheet Must Accompany Proposal)*

<b>MINIMUM SPECIFICATIONS</b> <b>Aftermarket Upfitting of Three (3) New Ford Expedition SSV's for</b> <b>Law Enforcement Use</b>	<b>QUANTITY</b> <b>PER</b> <b>VEHICLE</b>	<b>MEETS MINIMUM</b> <b>SPECIFICATIONS</b>
<b>***Push Bumper***</b>		
Setina BK2168EPD18 PB450L4 Aluminum with LEDs	1	X
<b>***Siren Speaker Mounted in Pushbumper***</b>		
ETSS100N 100N Series Professional Composite Speaker	1	X
<b>***Headlight Flasher***</b>		
ETHFSS-SP 100% SS Multi Pattern Headlight Flasher	1	X
<b>***Central Power Distribution and Timer System***</b>		
EX0009 Patrol Power Gen 1 Full Sized Panel	1	X
<b>***Driver Side LED Spot Light***</b>		
W335PL-0002 Unity LED Spot Light, Post Mount Black 6" Housing	1	X
189 Unity Installation Kit for Driver Side of Expedition	1	X
<b>***Under Mirror Dual Color LEDs***</b>		
ENT2B3D Intersector LED Under Mirror Warning Light, Red/White	1	X
ENT2B3E Intersector LED Under Mirror Warning Light, Blue/White	1	X
<b>***Dual Color Light Bar***</b>		
ENFLBS1254 NFORCE 54" LIGHTBAR Front R/W B/W Rear R/A B/A	1	X
<b>***Console And Accs.***</b>		
CC-MC-18 18" Console (7" slope front/11" level rear)	1	X
AC-F-150-14-MNT Console Mount for Expedition	1	X
7120-0723 Gamber Mic Clip Kit	2	X
FP-ICOMA120 Icom A120 Aviation	1	X
FP-VX6000 Troy Face Plate for Vertex 6000 Radio	1	X
AC-INBHG Internal Beverage Holder w/Rubber Pieces	1	X
ETSA481CSP nERGY 400 Series Siren Push Button Controls 100 watt	1	X
FP-ETSA481 4" Face Plate for Sound Off481 Siren Controller	1	X
FP-USB-2DC Faceplate with 2 DC Outlets and a USB	1	X
7160-0430 GamberJohnson External Brother Printer Mount Armrest	1	X
<b>***Computer Equipment***</b>		
DS-PAN-111-2 Panasonic Toughbook 30/31 Docking Station, Full Port Replicator	1	X
LPS-104 Power Supply, 120W, External Mount, 3' Cable, Panasonic	1	X
C-HMD-215 10" Heavy Duty Telescoping Pole, Side Mount	1	X
C-MD-112 11" Slide Out Locking Swing Arm w/Motion Adapter	1	X
<b>***Dual Gun Lock***</b>		
7010-3030-6 Dual Gun Lock GR3 with 2 SC-5HC	1	X
<b>***Other Interior Equipment***</b>		
ECVDMTLAL00 Sound Off White/Red All LED Domelight-Universal	2	X
75458 Stream Light 75458 DS LED HL Piggy Back	1	X
<b>***B to C Pillar Equipment***</b>		
PK1174EPD18#8XL 75/25 Coated Poly Partition 2020 Ford Expedition	1	X

PK0123EPD182ND 2018 Ford Expedition #12VS 2 <sup>ND</sup> Expanded Metal Partition	1	X
WK0595EPD18 Poly Window Barrier 2020 Ford Expedition	1	X
DK0598EPD18 Door Panels, VS Aluminum, 18+ Ford Expedition	1	X
***C – D Pillar Equipment***		
225-2467-LO/2 Single Drawer Box 44" W x 42 1/2" D x 16 1/2" Tall	1	X
225-2035 Custom Divider for Box Drawer	1	X
***Rear Side Window LEDs***		
EMPS2STS4J mPower Fascia LED, Stud Mount, 12-LED, Red/Blue	2	X
PMP2BKDGAI 90 deg Adjustable Mounting Bracket for mPower LED	2	X
***Under Spoiler LEDs***		
EMPS2STS4J mPower Fascia LED, Stud Mount, 12-LED, Red/Blue	4	X
PMP2BKDGAI 90 deg Adjustable Mounting Bracket for mPower LED	4	X
***Under Hatch LEDs***		
EMPS2STS3R mPower Fascia LED, Stud Mount, 8-LED, Red	1	X
EMPS2STS3B mPower Fascia LED, Stud Mount, 8-LED, Blue	1	X
PMP2BKDGAI 90 deg Adjustable Mounting Bracket for mPower LED	2	X
PMP2WDG05B 5 Degree 4" mPower Wedge Black	2	X
8600 Magnetic Switch-NC	1	X
***Tail Flasher***		
ETFBSSN-P Sound Off Backflash Module. Ford	1	X
***Kustom Signal Radar Unit***		
Kustom Signal CRS39 Eagle II Dual, KA-Band DCM w/TruTrak	1	X
***WeBoost Fleet Cell Booster***		
470254 WeBoost Drive Reach Fleet Signal Booster Kit	1	X
***Prewire for Watchguard Video***		
GPS Antenna	1	X
***Radio Equipment***		
NMOKHFUDFME*25Twenty-Five (25) Foot Radio Coax Cable Kit with FME	4	X
Larsen Black Plastic Rain Cap for NMO Mount NMOCAPB	1	X
***Tint***		
Window Tinting of Rear Windows	1	X
LABOR FOR INSTALLATION of Listed Equipment		X
SHIPPING/HANDLING		X
*Run Power and Ground for 2 Radios to Center Console		X
<b>SUB – TOTAL AMOUNT</b>	\$ 20,763.66	
<b>OTHER COSTS</b>	\$	
<b>SALES TAX</b>	\$ 1,619.57	
<b>TOTAL AMOUNT OF DELIVERED VEHICLE</b>	\$ 22,383.23	

**Delivery Location:** Gila County Fleet Management, 1001 Besich Blvd., Globe, AZ.

**Estimated Date of Delivery prior to June 30, 2020:** June 14th, 2020

**Vendor Name:** San Tan Ford / MHQ

**Vendor Phone Number:** 480-821-3200 Ext 4099



**MHQ of Arizona**  
**635 W Elliot Rd**  
**Tempe AZ 85284**  
**800-299-1804**



## Quote

Date	Estimate #
2/4/2020	114507

Name / Address
San Tan Ford Joe Sanchez 1429 E Motorplex Loop Gilbert AZ 85297

Ship To
MHQ of AZ Build Tempe

Rep	Phone	Fax	Office Hours	Visit our Website	Project	
Brian	(480) 498-5105	(480) 361-7716	7am to 4pm M-F	www.mhqwest.com	Gila CSO, Expeditio...	
Item	MFG	Description	MSRP	Qty	Cost	Total
Build	Build	Contact Name: Jarred Smith Contact Number: 623-302-1154 e-mail: jaredsmith@santanford.com Vehicle/Year: Ford Expedition / 2020 x 3 Type: Patrol Unit # REV #				0.00T
BK2168EPD...	Setina	***Layout as listed on spec ***Push Bumper "PB450L4 With SOUNDOFF SIGNAL MPOWER" Dual color upcharge. ***Siren Speaker Mounted on Push Bumper	1002.20	1	901.26	901.26T
ETSS100N	SoundOff Si...	100N Series Composite Speaker w/universal bail bracket. 100 W.	301.00	1	180.60	180.60T
ETHFSS-SP	Sound Off Si...	***Headlight Flasher "Select-A-Pattern Headlight Flasher, Solid State w/ 18"" wire leads (compatible w/ 2016+ Ford PI Utility) 9.5 amp"	70.00	1	42.00	42.00T
CH27.1.20	911 Circuits	***Central Power Dist. and Timmer Ch27 Harness with Single Stage Smart Start Timer and 20' Outputs. ( full size) 20 Ft. with timer, bracket, circuit breaker.	960.00	1	575.00	575.00T

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Item	MFG	Description	MSRP	Qty	Cost	Total
W335PL-0002	Unity	***Driver Side LED Spot	727.14	1	543.94	543.94T
189	Untiy	6" Round LED Spot Light, Black Housing.	70.00	1	44.66	44.66T
ENT2B3D	Sound Off	SPOTLIGHT BRACKET				
		***Under Mirror Dual Color LED's				
		Intersector Under Mirror/Surface Mount	298.00	1	178.80	178.80T
		Light w/ 3-Wedges, 2-Curved Surface				
		Adaptors, Mounting Gasket & Hardware,				
		18 LEDs, Dual Color - Red/White				
ENT2B3E	Sound Off	Intersector Under Mirror/Surface Mount	298.00	1	201.15	201.15T
		Light w/ 3-Wedges, 2-Curved Surface				
		Adaptors, Mounting Gasket & Hardware,				
		18 LEDs, Dual Color - Blue/White				
ENFLBS125...	Sound Off	***Dual Color Light Bar				
		54" nForce SoundOff Lightbar Dual Color	4252.00	1	2,551.20	2,551.20T
		Must have drawing.				
CC-MC-18	Troy Products	***Console and Acc.	483.00	1	386.40	386.40T
AC-F150-15-	Troy	18" MC console, 7" slope, 11" level	173.00	1	138.40	138.40T
		2015-17 F-150/2017 F250-550 floor plate;				
		For bucket seat trucks or factory console				
		removed.				
7120-0723	Gamber	HARDWARE BAG - Mic Clip Only.	12.00	2	10.12	20.24T
FP-ICOMA1	Troy Products	3" face plate for ICOM IC-A120 Aviation	40.00	1	0.00	0.00T
		radio				
FP-VX6000	Troy	3" VX-6000 Radio.	40.00	1	0.00	0.00T

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Item	MFG	Description	MSRP	Qty	Cost	Total
AC-INBHG	Troy	4" internal dual beverage holder. Remove top and use it as 4" open storage compartment.	52.00	1	41.60	41.60T
ETSA481CSP	Sound Off	nERGY™ 400 Series Multi-Function Siren w/ Button Control, 10-16v - 100w single speaker	676.00	1	405.60	405.60T
FP-ETSA481	Troy Gamber John.	Soundoff Siren Control Face Plate, 4"		1	0.00	0.00T
FP-USB-2DC		DC Outlet/USB Module Face Plate.	68.25	1	54.60	54.60T
7160-0430		Printer Armrest Vehicle Specific Console	413.00	1	330.36	330.36T
DS-PAN-111...	Havis	***Computer Equipment Toughbook Certified Docking Station for Panasonic Toughbook CF-30 and CF-31 Laptops with Dual High Gain Antenna.	1059.47	1	794.60	794.60T
LPS-104	Havis	120 Watt Power Supply for use with DS-PAN-110 & PAN-220 Series Docking Stations	221.26	1	165.95	165.95T
C-HDM-215	Havis	10" Heavy Duty Telescoping Pole, Side Mount.	139.51	1	104.64	104.64T
C-MD-112	Havis	New Design Swing Arm WITH Motion Adapter.	340.55	1	255.42	255.42T
7010-3030-6	B&B Ent.	***Dual Gun Rack Dual gun rack for shotgun and AR - partition or horizontal mount with SC-6. ***Other Interior Equipment	648.39	1	538.66	538.66T

**MHQ of Arizona**  
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**Tempe AZ 85284**  
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Item	MFG	Description	MSRP	Qty	Cost	Total
ECVDMLT...	SoundOff Si...	LED Dome Light, Universal Mount 6" Round w/ Red LED Night Light, 10-30v - White LEDs/White Lens.	90.00	1	54.00	54.00T
75458	Streamlight	Streamlight 75458 Stinger DS LED High Lumen Rechargeable Flashlight with 120-Volt AC/12-Volt DC Piggyback Charger - 800 Lumens.	273.31	1	202.41	202.41T
PK1174EPD18	Setina	***B to C Pillar Equipment 75/25, Coated Poly Partition. 2020 Ford Expedition	819.00	1	619.16	619.16T
PK0123EPD...	Setina	#12VS 2ND Vinyl Coated Expanded Metal Partition- Standard Length	449.00	1	339.44	339.44T
WK0595EP...	Setina	"Window Barrier Polycarbonate". 2020 Ford Expedition 2018 - 20.	289.00	1	218.48	218.48T
DK0598EPD...	Setina	Door panel, aluminum. Replaces OEM door panels. 2018-2019 Expedition.	185.00	1	139.86	139.86T
225-2467-L...	B&B	***C - D Pillar Equipment Single Drawer Box 44"W x 40 1/2" D x 16 1/2" Tall.	3395.00	1	2,376.50	2,376.50T
225-2035	B&B	Custom Divider for Box Drawer. ***Rear Side Window LED's	176.00	1	123.37	123.37T

**MHQ of Arizona**  
**635 W Elliot Rd**  
**Tempe AZ 85284**  
**800-299-1804**



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MHQ of AZ Build Tempe

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Item	MFG	Description	MSRP	Qty	Cost	Total
EMPS2STS4J	Sound Off	mpower® 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 12 LED, Dual Color - Red/Blue.	196.00	2	117.60	235.20T
PMP2BKDG...	SoundOff Si...	90 Degree Deck/Grille Adjustable Bracket Kit for mpower® 4" Fascia Light w/ Stud Mount - Black.	12.00	2	7.20	14.40T
EMPS2STS4J	Sound Off	***Under Spoiler LED's mpower® 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 12 LED, Dual Color - Red/Blue.	196.00	4	117.60	470.40T
PMP2BKDG...	SoundOff Si...	90 Degree Deck/Grille Adjustable Bracket Kit for mpower® 4" Fascia Light w/ Stud Mount - Black.	12.00	4	7.20	28.80T
EMPS2STS3R	Sound Off	***Under Hatch LED's mpower® 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 8 LED, Single Color - Red.	183.00	1	115.29	115.29T
EMPS2STS3B	Sound Off	mpower® 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 8 LED, Single Color - Blue	183.00	1	115.29	115.29T

**MHQ of Arizona**  
**635 W Elliot Rd**  
**Tempe AZ 85284**  
**800-299-1804**



## Quote

Date	Estimate #
2/4/2020	114507

Name / Address
San Tan Ford Joe Sanchez 1429 E Motorplex Loop Gilbert AZ 85297

Ship To
MHQ of AZ Build Tempe

Rep	Phone	Fax	Office Hours	Visit our Website	Project
Brian	(480) 498-5105	(480) 361-7716	7am to 4pm M-F	www.mhqwest.com	Gila CSO, Expeditio...

Item	MFG	Description	MSRP	Qty	Cost	Total
PMP2BKDG...	SoundOff Si...	90 Degree Deck/Grille Adjustable Bracket Kit for mpower® 4" Fascia Light w/ Stud Mount - Black.	12.00	2	7.20	14.40T
PMP2WDG0...	SoundOff Si...	5 Degree Wedge Assembly, Black, for use with 4" Quick Mount Light	10.00	2	6.75	13.50T
05.0512.MER	Able 2	Mercury Switch ***Tail Flasher	42.00	1	36.96	36.96T
ETFBSSN-P	SoundOff Si...	Flashback Alternating Taillight Flasher, Solid State - 2.4 f.p.s.	77.00	1	46.20	46.20T
CRS39	Kustom Sign...	***Kustom Signal Radar Unit Eagle II dual antenna, Ka-Band DCM w/TruTrak ***WeBoost Fleet Cell Booster	1999.00	1	1,586.25	1,586.25T

**MHQ of Arizona**  
**635 W Elliot Rd**  
**Tempe AZ 85284**  
**800-299-1804**



## Quote

Date	Estimate #
2/4/2020	114507

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Item	MFG	Description	MSRP	Qty	Cost	Total
470221-NMO	Weboost	The Drive 4G-X Fleet is a powerful cellular signal booster, specifically designed for fleet vehicles like: police cars, government or commercial vehicles, delivery trucks or whatever your fleet might look like. It boosts any carrier giving your staff the signal strength they need to communicate and stay connected with others on your team no matter their cellular provider. This kit uses a high performance NMO antenna, which REQUIRES PROFESSIONAL INSTALLATION. The Drive 4G-X Fleet boosts voice and data with max FCC-allowed 50 dB system gain, enhancing 4G LTE, as well as 3G and 2G network signals, up to 32x.	499.99	1	499.99	499.99T
GPSSB	Panorama	***Prewire for Watchguard Video Sharkee, 1G/2G/3G/4G, Wi-Fi, GPS & LMR ***Radio Equipment	169.79	1	148.99	148.99T
LARNMOK ...	Talley Inc	25' High Frequency Coax with FME Connector		4	23.7475	94.99T
85487	Larsen	LARSEN rain cap for NMO mount ***Tint		1	6.40	6.40T
Tint- Window Labor AZ	MHQ of AZ	Window Tint EVT Certified Installation Labor	110.00	60	267.30 70.00	267.30T 4,200.00





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**PRICE SHEET**

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**DESCRIPTION: Aftermarket Vehicle Wrap of Three (3) New Ford Expedition SSV's for Law Enforcement Use  
(SEE ATTACHED VENDOR SUPPLIER QUOTE) (WESTERN REPROGRAPHICS)**

*(Build Sheet Must Accompany Proposal)*

---

<b>MINIMUM SPECIFICATIONS</b> <b>Aftermarket Wrap of Three (3) New Ford Expedition SSV's for</b> <b>Law Enforcement Use (SEE ATTACHED VENDOR SUPPLIER</b> <b>QUOTE) (WESTERN REPROGRAPHICS)</b>	<b>QUANTITY</b>	<b>MEETS MINIMUM</b> <b>SPECIFICATIONS</b> <b>YES</b> <b>NO</b>
SIGN: RTA Full Size SUV Passenger Side 3M EG Reflective Print / Overlam Drivers Side 3M E Reflective Print / Overlam Rear 3m EG Reflective Print / Overlam	3	
INSTALLATION Clean, Prep, Install, Finish	3	
SETUP Design Set:	1	
<b>SUB – TOTAL AMOUNT</b>	\$	
<b>OTHER COSTS</b>	\$	
<b>SALES TAX</b>	\$	
<b>TOTAL AMOUNT OF DELIVERED VEHICLE</b>	\$	

**Delivery Location:** Gila County Fleet Management, 1001 Besich Blvd., Globe, AZ.

**Estimated Date of Delivery prior to June 30, 2020:** \_\_\_\_\_

**Vendor Name:** \_\_\_\_\_ **Vendor Phone Number:** \_\_\_\_\_

---

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

STATE OF ARIZONA                    )  
  )ss  
COUNTY OF:                        )

Jared Smith

(Name of Individual) being first duly sworn, deposes and says:

That he is Government & Commercial Fleet Manager

(Title)

of San Tan Ford and  
(Name of Business)

That he is bidding on **Gila County Bid No. 121819 - Replacement of Three (3) Sheriff's Office Patrol Vehicles and,**

That neither he nor anyone associated with the said San Tan Ford

(Name of Business)

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



San Tan Ford

Name of Business

By

General Sales Manager

Title

Subscribed and sworn to before me this 4 day of February, 2020.

[Signature]  
Notary Public

My Commission expires:

10-18-22

**BID NO. 121819**  
**Replacement of Three (3) Sheriff's Office Patrol Vehicles**

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**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.

Jared Smith                      Government & Commercial Fleet Manager

\_\_\_\_\_  
Typed Name and Title of Authorized Representative

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

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

**BID NO. 121819**  
**Replacement of Three (3) Sheriff's Office Patrol Vehicles**

---

**LEGAL ARIZONA WORKERS ACT COMPLIANCE**

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

County shall have the right at any time to inspect the books and records of Vendor and any Subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Vendor's or any Subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Vendor to penalties up to and including suspension or termination of this Contract. If the breach is by a Subcontractor, and the subcontract is suspended or terminated as a result, and Gila County elects to continue the contract with the Vendor, Vendor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement Subcontractor, as soon as possible so as not to delay project completion.

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

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to ensure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Vendor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Vendor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Vendor shall be entitled to an extension of time, but not costs.

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

Jared Smith  
\_\_\_\_\_  
**Printed Name**

Government & Commercial Fleet Manager  
\_\_\_\_\_  
**Title**

BID NO. 121819  
Replacement of Three (3) Sheriff's Office Patrol Vehicles

---

**BIDDERS CHECKLIST & ADDENDA ACKNOWLEDGEMENT**

**NOTICE IS HEREBY GIVEN** that all Bid Documents shall be completed, executed, and submitted with this IFB. If bidder fails to complete or execute any portion of the Bid Documents, this IFB will be determined to be "non-responsive" and rejected.

**CHECKLIST:**

**REQUIRED DOCUMENT**

**COMPLETED AND EXECUTED**

QUALIFICATION & CERTIFICATION FORM

X

CERTIFICATION REGARDING DEBARMENT

X

PRICE SHEETS

X

NO COLLUSION AFFIDAVIT

X

LEGAL ARIZONA WORKS ACT COMPLIANCE

X

BIDDERS CHECKLIST & ADDENDA ACKNOWLEDGEMENT

X

OFFER PAGE

X

---

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:**

	#1	#2	#3	#4	#5
Initials	<u>JS</u>	<u>JS</u>	<u>          </u>	<u>          </u>	<u>          </u>
Date	<u>1/20/20</u>	<u>1/27/20</u>	<u>          </u>	<u>          </u>	<u>          </u>

Signed and dated this 4th day of February, 2020

San Tan ford

VENDOR:

  
(BY: (Signature))

Each bid shall be sealed in an envelope addressed to the Gila County Procurement Group and bearing the following statement on the outside of the envelope: **Invitation for Bids: Bid No. 121819 Replacement of Three (3) Sheriff's Office Patrol Vehicles.** All bids shall be filed with the Gila County Finance Department at the Copper Building, 1400 E. Ash St., Globe, AZ on or before February 5, 2020, 11:00 A.M.

**BID NO. 121819**  
**Replacement of Three (3) Sheriff's Office Patrol Vehicles**

---

**OFFER PAGE**

**TO GILA COUNTY:**

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

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


**CONTRACT NUMBER: 121819 Replacement of Three (3) Sheriff's Office Patrol Vehicles**

**Firm Submitting Bid:**

San Tan ford  
Company Name  
1429 E. Motorplex Loop  
Address  
Gilbert, AZ 85297  
City State Zip

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

Name: Jared Smith  
Phone No.: 480-821-3200 Ext 4099  
Fax 480-621-3796  
Email: jaredsmith@santanford.com

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

Jared Smith  
\_\_\_\_\_  
**Printed Name**

Government & Commercial Fleet Manager  
\_\_\_\_\_  
**Title**

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



**BID NO. 121819**  
**Replacement of Three (3) Sheriff's Office Patrol Vehicles**

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**ACCEPTANCE OF OFFER**

(For Gila County use only)

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

The Vendor \_\_\_\_\_ is now bound to provide the materials or services listed in Invitation for Bid No.: 121819 including all terms and conditions, specifications, amendments, etc. and the Vendor's Offer as accepted by County entity.

The contract shall henceforth be referenced to as **Contract No. 121819**. The Vendor has been cautioned not to commence any billable work or to provide any material or service under this Contract until Vendor receives written notice to proceed from Gila County.

Awarded this \_\_\_\_\_ day of \_\_\_\_\_, 2020

**GILA COUNTY BOARD OF SUPERVISORS:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**ARF-5921**

**Regular Agenda Item 3. I.**

**Regular BOS Meeting**

Meeting Date: 03/10/2020

Submitted For: Steve Sanders, Director

Submitted By: Betty Hurst, Contracts Administrator

Department: Finance

Fiscal Year: 2019

Budgeted?: Yes

Contract Dates 03-10-20 to 06-30-20

Grant?: No

Begin & End:

Matching No

Fund?: Renewal

Requirement?:

---

Information

Request/Subject

Contract Award in Response to Invitation for Bids No. 121919 -  
Replacement of One Sheriff's Office Vehicle.

Background Information

The vehicle mentioned in the agenda request will be needed in the fleet in the coming year for the Sheriff's Office Department for Patrol use. This vehicle would replace the unit (B-128) that is costing a lot of money in repairs and fuel and is in excess of 200,000 miles accrued. Vehicle (B-128) will be used as a trade in to prevent increasing the size of the fleet and will be disposed of at auction.

On January 7, 2020, the Gila County Board of Supervisors authorized the newspaper advertisement of Invitation for Bids No. 121919 Replacement of Three Sheriff's Office Patrol Vehicles.

Invitation for Bids No. 121919 was advertised in the Arizona Silver Belt newspaper on January 15, 2020, and January 22, 2020. Sealed bids were due on February 4, 2020.

Evaluation

Sealed bids were accepted at the Gila County Finance Department through 11:00 A.M., MST, on February 4, 2020. The Finance Department received competitive bids from two vendors for Invitation for Bids No. 121919.

McSpadden Ford met all bid specifications and offered the low bid price at \$60,336.66 per vehicle.

The vehicle mentioned in the agenda request will be needed in the fleet in the coming year for the Sheriff's Office Department for Patrol use. This vehicle would replace the unit (B-128) that is costing a lot of money in repairs and fuel and is in excess of 200,000 miles accrued. Vehicle (B-128) will be used as a trade in to prevent increasing the size of the fleet and will be disposed of at auction.

### Conclusion

The vehicle that will be purchased with this contract will be used by the Sheriff's Office Patrol officers to replace an older vehicle.

### Recommendation

The Public Works Director recommends that the Board of Supervisors award a contract to McSpadden Ford in the amount of \$60,336.66 for the purchase of one new Ford F250 with installed equipment as outlined in the McSpadden Ford proposal.

### Suggested Motion

Information/Discussion/Action to review all bids submitted for Invitation for Bids No. 121919 to purchase one new Ford F250 crew cab, 4x4 pickup truck with installed equipment; award to the lowest, responsible and qualified bidder; and authorize the Chairman's signature on the award contract for the winning bidder. **(Steve Sanders)**

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### Attachments

Contract No. 121919

As Read Bid Results

McSpadden Ford-Sealed Bid

Larry H. Miller Ford Mesa-Sealed Bid

---

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

**BID NO. 121919**

**Replacement of One (1) Sheriff's Office Patrol Vehicle**



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

**\*COUNTY MANAGER\***  
**James Menlove**



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

1400 E. Ash Street  
Globe, Arizona  
85501

**SOLICITATION NUMBER  
121919**

**BID DUE DATE:** Tuesday, February 4, 2020

**TIME:** 11:00 AM

**DESCRIPTION:** Replacement of One (1) Sheriff's Office Patrol Vehicle

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

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

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

Request for submittals after the specified date and time to the Procurement Group shall not be considered. To receive bid documents, contact the Procurement Group at (928) 402-4355 or click on the following link to the County website. [http://www.gilacountyaz.gov/government/finance/procurement/current\\_bids.php](http://www.gilacountyaz.gov/government/finance/procurement/current_bids.php)

Additional instructions for preparing a bid are provided on pages 4-6 of the bid documents to Offerors as contained within the solicitation.

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

All procurement activities conducted by Gila County are in conformance with the rules and regulations of the Gila County Procurement Group Statement of Procedures. A copy of the Gila County Procurement Group Statement of Procedures is available for review in the Deputy Clerk of the Board's office, Globe, AZ.

Payson Roundup advertisement dates: January 15, 2020 and January 22, 2020

**BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.**

Designated Department: Gila County Fleet Management  
Type of contract: Term  
Term of Contract: Twelve Months  
Phone Number: (928) 951-3705

Signed: Woody Chne  
Woody Chne, Chairman, Board of Supervisors

Date: 1/7/20

Signed: Chuck Shire  
The Gila County Attorney's Office

Date: 1/9/20

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**BID NO. 121919**  
**Replacement of One (1) Sheriff's Office Patrol Vehicle**

---

**GENERAL SCOPE**

It is the intent of this solicitation to award a contract for the Replacement of One (1) Sheriff's Office Patrol Vehicle for the Sheriff's Office under Fleet Management in Gila County. Vehicles will be fully upfitted with security equipment and the outside shall be wrapped with the Gila County Sheriff logo.

The County may choose to award this contract as a whole, or make multiple awards, depending on what is deemed to be in the County's best interest considering price, specifications, and delivery date. The request for price of an item does not guarantee a purchase but merely provides the County with the option if the need arises.

See attached: **Exhibit "C" Pages 12-13, and Page 15-18 as specified on Price Sheet for total price being proposed.**

Vendors who agree to provide the Minimum Bid Specifications for this Invitation for Bid shall be considered for award.



**BID NO. 121919**  
**Replacement of One (1) Sheriff's Office Patrol Vehicle**

---

**INSTRUCTIONS TO VENDORS**

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

**EXHIBIT "A" INSTRUCTIONS TO VENDORS**

**Preparation of Sealed Bid**

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

**Amendments**

Any addendum issued as a result of any change in this Invitation for Bids must be acknowledged by all Vendors in the following manner:

**BID NO. 121919**  
**Replacement of One (1) Sheriff's Office Patrol Vehicle**

---

Instructions to Vendors continued...

1. Completion of the Bidder Checklist & Addenda Acknowledgment form, page 23.

Failure to indicate receipt of addenda in the above manner may result in a bid being rejected as non-responsive. If no addenda have been issued, please indicate so by writing "Not Applicable" in the space provided under #1. The Vendor Checklist & Addenda Acknowledgment form must be signed and dated.

**Inquiries**

Any questions related to this IFB must be directed to those whose names appear on the Notice. Questions should be submitted in writing when time permits. The Gila County Supervisors, at their sole discretion, may require all questions be submitted in writing. Any correspondence related to an Invitation for Bids should refer to the appropriate Invitation for Bids number, page, and paragraph number. However, the Vendor(s) must not place the IFB number on the outside of an envelope containing questions since such an envelope may be identified as a sealed Bid and may not be opened until after the official IFB due date and time. Questions received less than five (5) working days prior to the date for opening Bids will be answered only if time permits. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

**Late Bids**

Any bid received later than the date and time specified on Notice for Sealed Bids shall not be considered.

***Submittal Bid Format:***

It is requested that One (1) Original and One (1) copy (2 TOTAL) with original signatures on both sets of the Qualification and Certification Form, Price Sheets, No Collusion Form, Certification Regarding Debarment, Legal AZ Workers Act Compliance Form, Bidders Checklist and Addenda Acknowledgment Form, and Offer Page shall be submitted on the forms and in the format specified in the Invitation for Bid. The County will not be liable for any cost incident to the preparation of Bid, materials, reproductions, presentations, copy-right infringements, etc. It is permissible to copy these forms if required. Facsimiles or mailgrams shall not be considered.

1. By signature in the offer section of the Offer and Acceptance page, Vendor certifies:
  - A. The submission of the offer did not involve collusion or other anti-competitive practices.
  - B. The Vendor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
  - C. In order to conserve resources, reduce procurement costs, improve timely acquisition and cost of supplies and to improve efficiency and economy of procurement, any political subdivision, State, County, City, Town, etc., of the State of Arizona, will be allowed by the Vendor(s) awarded the contract to provide the same services, at the same prices stated in the bid. Delivery charges may differentiate depending on geographical location.

**BID NO. 121919**  
**Replacement of One (1) Sheriff's Office Patrol Vehicle**

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Instructions to Vendors continued...

2. Bids submitted early may be modified or withdrawn by notice to the party receiving bids at the place and prior to the time designated for receipts of Bids.
3. The County is not responsible for any Vendor's errors or omissions. Negligence in preparing an offer confers no right to the Vendor unless the Vendor discovers and corrects such errors prior to the Bid deadline.

**All bids shall be submitted in a sealed envelope:**

- Minimum of Two (2) copies with original signatures shall be provided by the Vendor;
- The words "Invitation for Bid" with Title "Replacement of One (1) Sheriff's Office Patrol Vehicle", "Bid No. 121919", "February 4, 2020" and "3:00 PM" shall be written on the face of the envelope;
- The Vendor shall assume full responsibility for timely delivery at the location designated in the Notice.
- No bids will be accepted after 11:00 A.M. AZ Time, Tuesday, February 4, 2020. Bids will be opened at 11:00 A.M., Tuesday, February 4, 2020.

**BID NO. 121919**  
**Replacement of One (1) Sheriff's Office Patrol Vehicle**

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**GENERAL TERMS AND CONDITIONS**

**Award of Contract**

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

**Protests**

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

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

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

**BID NO. 121919**  
**Replacement of One (1) Sheriff's Office Patrol Vehicle**

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General Terms & Conditions continued...

**Laws and Ordinances**

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

**EXHIBIT "B" CONTRACT AWARD AGREEMENT**

This exhibit shall serve as the contract agreement to any Vendor, their agents, subcontractors or representatives, awarded this or any portion of this contract by the County, by submitting Bids to this or any other solicitation requiring sealed bids, does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Vendor's signature(s) appearing on page 25, Vendors Offer Page, and Exhibit "D" Vendors Qualification and Certification form page 14. This Contract shall include the Invitation for Bids No. 121919 and all exhibits attached to it, including but not limited to the Qualification and Certification Form, Price Sheets, No Collusion Affidavit, Legal AZ Workers Act Compliance Form, Bidders Checklist and Addenda Acknowledgment Form, and Offer Page which are all incorporated into this agreement by this reference.

**Overcharges by Antitrust Violations**

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

**Authority to Contract**

This contract shall be based upon the Invitation for Bids No. 121919, issued by the County, and the offer submitted by the Vendor in response to the IFB. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the IFB which is incorporated by this reference into this agreement. The county reserves the right to clarify any contractual terms with the concurrence of the Vendor; however, any substantial non-conformity in the offer, as determined by the County Attorney, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between Gila County and the Vendor relating to these requirements. The Contract shall prevail over any and all previous agreements, contracts, bids, negotiations, purchase orders, or master agreement in any form. The contract activity is issued under the authority of the Gila County Manager, after the Gila County Board of Supervisors approves the award. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of the Gila County Board of Supervisors in the form of an official contract amendment. Any attempt to alter any documents on the part of the Vendor or any agency is a violation of the Gila County Procurement Group Statement of Procedures. Any such action is subject to the legal and contractual remedies available to the County inclusive, but not limited to, contract cancellation, suspension or debarment of the Vendor.

**Contract Amendments**

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

**BID NO. 121919**  
**Replacement of One (1) Sheriff's Office Patrol Vehicle**

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*Exhibit "B" Contract Award Agreement continued...*

**Contract Default**

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

**Right to Assurance**

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

**Costs and Payments**

Payments shall comply with the requirements of A.R.S. Title 35 and 41, Net 30 days. Upon receipt and acceptance of goods and services, the Vendor shall submit a complete and accurate invoice for payment.

IRS W9 Form: In order to receive payment, the Vendor shall have a current IRS W9 Form on file with the County unless not required by law.

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

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

**Cancellation of County Contracts**

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

**Termination of Contract**

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

**BID NO. 121919**  
**Replacement of One (1) Sheriff's Office Patrol Vehicle**

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*Exhibit "B" Contract Award Agreement continued...*

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

1. In the opinion of the County, the Vendor fails to perform adequately the stipulations, conditions or services and specifications required in the contract.
2. In the opinion of the County, the Vendor attempts to impose on the County material products, or workmanship, which is of unacceptable quality.
3. Vendor fails to furnish the required service or product within the time stipulated in the contract.
4. In the opinion of the County, the Vendor fails to make progress in the performance of the requirements of the contract or give the County a positive indication that Vendor will not, or cannot, perform to the requirements of the contract.

Each payment obligation of the County created hereby is conditioned upon the availability of County, State and Federal funds, which are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the County and available for the continuance of service herein contemplated, the contract period for the service may be terminated by the County at the end of the period for which funds are available. The County shall notify the Vendor at the earliest possible time which service may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

**General**

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



**BID NO. 121919**  
**Replacement of One (1) Sheriff's Office Patrol Vehicle**

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*Exhibit "B" Contract Award Agreement continued...*

**Indemnification Clause**

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

**BID NO. 121919**  
**Replacement of One (1) Sheriff's Office Patrol Vehicle**

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**MINIMUM SPECIFICATIONS**

**EXHIBIT "C" MINIMUM SPECIFICATIONS FOR: 121919**

**Purpose:** It is the intent of Gila County to establish, by this Invitation for Bids, a contract to Replacement of One (1) Sheriff's Office Patrol Vehicle. This Invitation for Bid No. 121919 including the Qualification and Certification Form, Price Sheets, No Collusion Form, Legal AZ Workers Act Compliance Form, Certification Regarding Debarment, Checklist and Addenda Acknowledgment Form, and Offer Page constitutes the entire Bid package and by this reference is hereby incorporated into this agreement.

**SECTION 1.0**

**General:**

- 1.1 All product specifications are minimum. Vendor must provide product specification sheet.
- 1.2 Vendor should have adequate manufacturing / stock facilities to serve the needs of Gila County.
- 1.3 All proposals must represent the entire package.
- 1.4 The parties specifically understand and agree that the quantities used for bidding purposes are estimates of County needs and in no event shall the County be obligated to purchase the exact quantities of any item set forth in the proposal. The County does not guarantee any maximum or minimum amounts of purchase.

**SECTION 2.0**

**Bid Pricing:**

- 2.1 The Vendor shall submit the bid in the form of a firm unit price for the contract period. Initial contract period is through June 30, 2020. Vendor shall incorporate all freight, profit, and discount into their price.
- 2.2 **The term of the contract shall commence upon award and shall remain in effect through June 30, 2020, unless terminated, cancelled or extended as otherwise provided herein.**

**SECTION 3.0**

**Ordering and Delivery:**

- 3.1 ORDERING: Gila County does not warrant the order quantity of any item prior to actual need. Gila County may re-order item as it becomes necessary or based on the required needs within the County during the term of this contract.
- 3.2 PRODUCT DELIVERY Location: Gila County Shop, 1001 W. Besich Blvd, Globe, AZ. The Board of Supervisors may designate other or alternate delivery sites at any time during the term of the contract. These needs may be based on, but not limited to, seasonal, emergency, historical usage data.

**BID NO. 121919**  
**Replacement of One (1) Sheriff's Office Patrol Vehicle**

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*Exhibit "C" Minimum Specifications continued...*

- 3.3 DELIVERY TIME: Vehicles must be delivered no later than June 30, 2020. Failure to provide delivery within this time period may result in termination of this contract and award to the next lowest, responsible bidder.
  
- 3.4 Vendor shall retain title and control of all goods until they are delivered, and the contract of coverage has been completed. All risks of transportation and all related charges shall be the responsibility of the Vendor. All claims for visible or concealed damage shall be filed by the Vendor. The County will assist the Vendor in arranging for inspection.

**BID NO. 121919**  
**Replacement of One (1) Sheriff's Office Patrol Vehicle**

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**QUALIFICATION AND CERTIFICATION FORM**

**EXHIBIT "D" VENDORS QUALIFICATION AND REFERENCE LIST**

**PURPOSE**

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Vendors under consideration for final award. The information may or may not be a determining factor in award.

**CONTACT NUMBER 121919 Replacement of One (1) Sheriff's Office Patrol Vehicle**

The applicant submitting this Bid warrants the following:

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

McSpadden Ford Inc  
601 N Broad St Globe AZ 85501  
(928) 425-4491

2. Has Vendor (under its present or any previous name) ever failed to complete a contract? \_\_\_\_\_ Yes X No. If "Yes", give details including the date, the contracting agency, and the reason Vendor failed to perform in the narrative part of this Contract.
3. Has Vendor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? \_\_\_\_\_ Yes X No. If "Yes", give details, including the date, the contracting agency, the reasons for the Vendors disqualifications, and whether this disqualification remains in effect in the narrative part of this Contract.
4. Has a contracting agency ever terminated a contract with the Vendor (under your firm's present or any previous name) prior to end of contract period? \_\_\_\_\_ Yes X No. If "Yes", give details including the date, the contracting agency, and the reasons offer was terminated in the narrative part of this Contract.
5. Vendor must also provide at least the following information:
- A Cost Bid shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
  - Gila County reserves the right to request additional information.

  
Signature of Authorized Person to Sign

Lisa Wielenga  
Printed Name

General Manager  
Title

**BID NO. 121919**  
**Replacement of One (1) Sheriff's Office Patrol Vehicle**

**PRICE SHEET**

**DESCRIPTION: One (1) New F250, Super Duty, Crew Cab, 4x4 BID NO. 121919**  
**Replacement of One (1) Sheriff's Office Patrol Vehicle**  
**with 6 3/4' Long Wide Bed, Heavy Duty Suspension Pick-up, Police Vehicle Upfitting and Vehicle Wrap**  
*(Build Sheet Must Accompany Proposal)*

Vehicle Year, Make, & Model:

2020 Ford F250.

<b>MINIMUM SPECIFICATIONS</b> <b>One (1) New F250, Super Duty, Crew Cab, 4x4 with 6 3/4' Long Wide Bed, Heavy Duty Suspension Pick-up, Police Vehicle Upfitting and Vehicle Wrap</b>	<b>MEETS MINIMUM SPECIFICATIONS</b>	
	<b>YES</b>	<b>NO</b>
Exterior: (Z1) Oxford White	Y	
Interior: Cloth Front Bench Seat 40/20/40, Rear Bench Seat	Y	
Power Features: Door Locks, Windows, Mirrors, Steering	Y	
4 Door Crew Cab; 6 3/4 Foot Bed Length	Y	
Cruise Control – Tilt Steering Wheel	Y	
Remote Keyless Entry; Including 5 Entry and Ignition Keys/FOBS as Required For Entry And Operation	Y	
AM / FM Radio with SYNC	Y	
Heavy Duty Suspension	Y	
Trailer towing package with Receiver Hitch to include Engine and Transmission Oil Coolers, Brake Controller, etc. (Factory Installed) 10,000# GVW	Y	
6.2L EFI V8 Cylinder Gas Engine	Y	
6 Speed Automatic Transmission	Y	
Four Wheel Drive 4X4	Y	
Skid Plate Package (Factory Installed)	Y	
3.73 Axle; Locking Rear Differential (or equivalent)	Y	
Backup Camera	Y	
All Terrain or On/Off Road Tires - 10 Ply 'E' rating or greater	Y	
Full Sized Spare Tire & Wheel Assembly	Y	
<b>SUB-TOTAL AMOUNT</b>	\$	30,690.56
<b>OTHER COSTS-Listed</b>	\$	-0-
<b>SALES TAX</b>	\$	2731.46
<b>TOTAL AMOUNT OF DELIVERED VEHICLE</b>	\$	33,422.02

**Delivery Location:** Gila County Fleet Management, 1001 W. Besich Blvd., Globe, AZ

**Estimated Date of Delivery prior to June 30, 2020:** June 29 2020

**Vendor Name:** McSpadden Ford Inc

**Vendor Phone:**

*pymt due when vehicle is delivered to upfitting.*

*(928) 425-4491*

**BID NO. 121919**  
**Replacement of One (1) Sheriff's Office Patrol Vehicle**

**PRICE SHEET**

**DESCRIPTION: Aftermarket Upfitting of One (1) New Ford F250 4x4 Crew Cab for Law Enforcement Use**  
*(Build Sheet Must Accompany Proposal)*

MINIMUM SPECIFICATIONS Aftermarket Upfitting of One (1) New Ford F250 4x4 Crew Cab for Law Enforcement Use	QUANTITY	MEETS MINIMUM SPECIFICATIONS	
		YES	NO
***Front of Vehicles***			
***Push Bumper***			
Westin Steel Push Bumper	1	Y	
***Steel Push Bumper Lighting ***			
***Front Facing Dual Color LEDs***			
EMPS2STS4D mPower Fascia LED, Stud Mount, 12-LED, Red/White	1	Y	
EMPS2STS4E mPower Fascia LED, Stud Mount, 12-LED, Blue/White	1	Y	
***Side of Bumper 180 Degree LEDs***			
ENT3B3D Intersector Surface Mount LED Warning Light, Red/White/	1	Y	
ENT3B3E Intersector Surface Mount LED Warning Light, Blue/White/	1	Y	
***Winch***			
Super Winch 1511201, 11,500lbs Synthetic Rope	1	Y	
Remote Snatch-B			
Winch Remote 90932494	1	Y	
***Siren Speaker Mounted in Pushbumper***			
ETSS100N 100N Series Professional Composite Speaker	1	Y	
***Headlight Flasher***			
ETHFSS-SP 100% SS Multi Pattern Headlight Flasher no	1	Y	
***Central Power Distribution and Timer System***			
EX0009 Patrol Power Gen 1 Full Size Panel	1	Y	
***Driver Side LED Spotlight***			
W335PL-0002 Unity LED Spot Light, Post Mount Black, 6" Housing	1	Y	
189 Utility Installation Kit for Driver Side of F250	1	Y	
***Under Mirror Dual Color LEDs***			
ENT2B3D Intersector LED Under Mirror Warning Light, Red/White	1	Y	
ENT2B3E Intersector LED Under Mirror Warning Light, Blue/White	1	Y	
***Dual Color Light Bar***			
NFORCE 54" Lightbar Front R/W B/W Rear R/A B/A QE035868	1	Y	
***Console and Assys***			
CC-MC-18 18" Console (7" slope front/11" level rear)	1	Y	

AC-F150-15 MNT Console Floor Plate For 15-*F150 W/ Bucket Seats/	1 2'	Y
7120-00723 Gamber Mic Clip Kit	2	Y
FP-ICOMA120 Icom A120 Aviation	1	Y
FP-VX6000 Troy Face Plate for Vertex 6000 Radio	1	Y
AC-INBHG Internal Beverage Holder w/Rubber Pieces	1	Y
ETSA481CSP nERGY 400 Series Siren Push Button Controls 100 watt	1	Y
FP-ETSA481 4" Face Plate for Sound Off481 Siren Controller	1	Y
FP-USB-2DC Faceplate with 2 DC Outlets and a USB	1	Y
GamberJohnson 7160-0430 External Brother Printer Mount Armrest	1	Y
***Computer Equipment***		
DS-PAN-111-2 Panasonic Toughbook30/31 Docking Station, Full Port Replicator	1	Y
LPS-104 Power Supply, 120W, External Mount, 3' Cable, Panasonic	1	Y
C-HMD-215 10" Heavy Duty Telescoping Pole, Side Mount	1	Y
C-MD-112 11" Slide Out Locking Swing Arm w/Motion Adapter	1	Y
***Dual Gun Lock***		
7010-3030-6 Dual Gun Lock GR3 with 2 SC-5HC	1	Y
***Other Interior Equipment***		
ECVDMTLAL00 Sound Off White/Red All LED Domelight-Universal	2	Y
75458 Stream Light 75458 DS LED HL Piggy Back	1	Y
***B to C Pillar Equipment***		
Setina #8XL 75/25 Coated Poly Partition 2020 Ford F250	1	Y
Setina Back Seat Divider for 2020 F250	1	Y
Setina Aluminum Door Panels	1	Y
Setina Poly Window Barriers	1	Y
EMPS2ST4J mPower Fascia LED, Stud Mount, 12-LED Red/Blue	2	Y
PMP2BKDGAI 90 deg Adjustable Mounting Bracket for mPower LED	2	Y
***Rear Window Lightbar***		
EL3H08A00J Ultralite8 Module Inter LED Lightbar R/B Split	1	Y
***LEDs Between Rear Bumper and Tailgate***		
EMPS2SMS4J mPower 4" 12LED Dual Color Screw Mount Lights	4	Y
***Tail Flasher***		
ETFBSSN-P Sound Off Backflash Module. Ford	1	Y
***Kustom Signal Radar Unit***		
Kustom Signal CRS39 Eagle II Dual, KA-Band DCM w/TruTrak	1	Y
470254 WeBoost Drive Reach Fleet Signal Booster Kit	1	Y
***Prewire for Watchguard Video***		
MISC GPS Antenna	1	Y



***Radio Equipment***		
NMOKHFUDFME*25Twenty-Five (25) Foot Radio Coax Cable Kit with FME	4	Y
NMOCAPB Larsen Black Plastic Rain Cap for NMO Mount /	1	Y
***Tint***		
Tint Window Tinting of Side and Rear Windows	1	Y
***Bed Cover***		
FS17-270SX Black Diamondback 3 Lid Cover	1	Y
270 4T Side Bin	2	Y
SDBS Side Boxes	1	Y
B&B Bin Slider	1	Y
Tie Down Cleats with Installation	1	Y
LABOR FOR INSTALLATION of Listed Equipment		
SHIPPING/HANDLING		
*Run Power and Ground for 2 Radios to Center Console		
SUB – TOTAL AMOUNT		\$ 23,950 <sup>00</sup>
OTHER COSTS		\$ -0-
SALES TAX		\$ 2131.55
TOTAL AMOUNT OF DELIVERED VEHICLE		\$ 26,081.55

Delivery Location: Gila County Fleet Management, 1001 Besich Blvd., Globe, AZ.

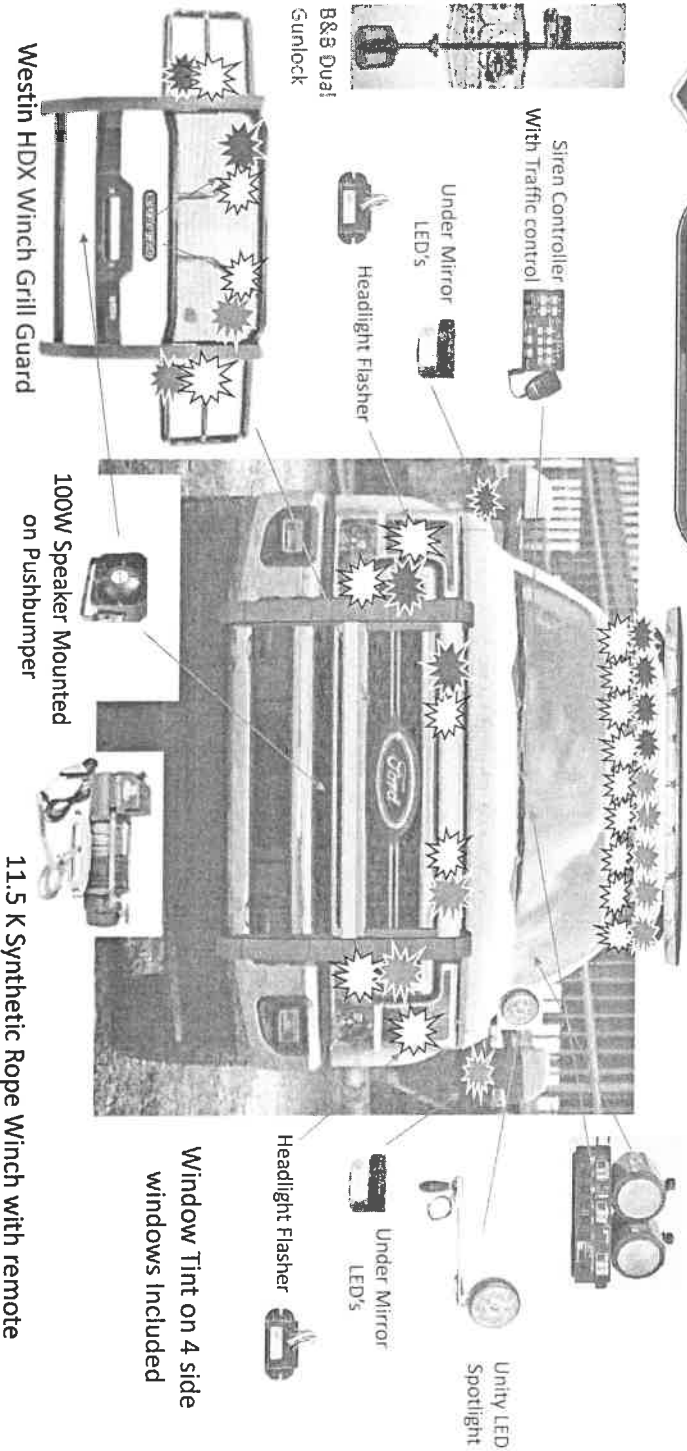
Estimated Date of Delivery prior to June 30, 2020: June 29 2020

Vendor Name: McSpadden Ford Inc Vendor Phone Number: (928) 425-4491



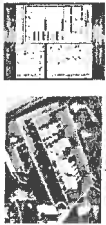
## Patrol Build

Gila County Sheriff 2020 F250 Full





Patrol Power wiring  
harness - fuse box, tamer,



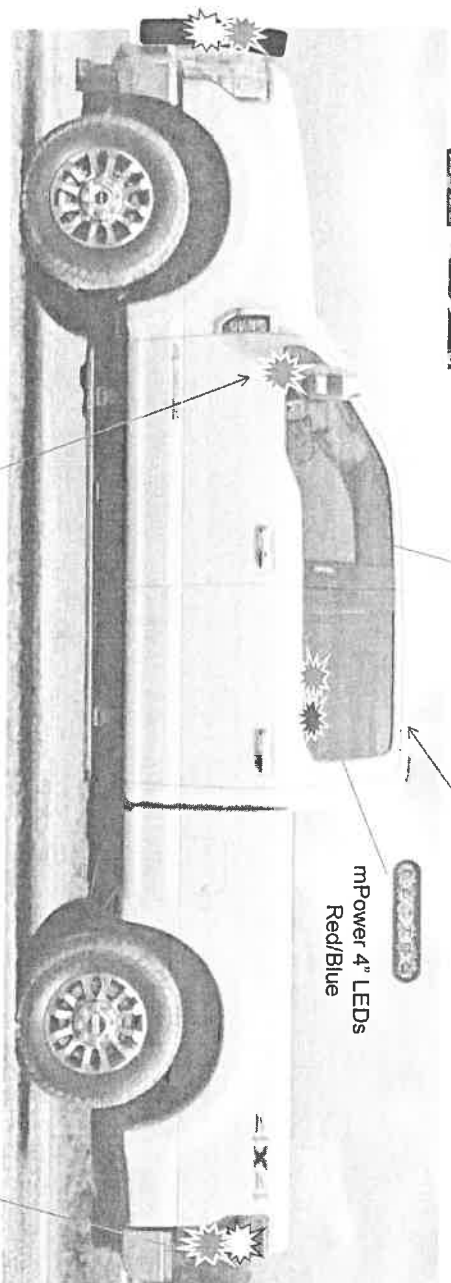
Patrol Build  
RW LED Dome Light



GPS Antenna with Male  
TNC Connector



## Gila County Sheriff 2020 F250 Full



mPower 4" LEDs  
Red/Blue

Window Tint on 4 side windows  
Included  
Intersector LED Under  
Mirror Light

Taillight Flasher



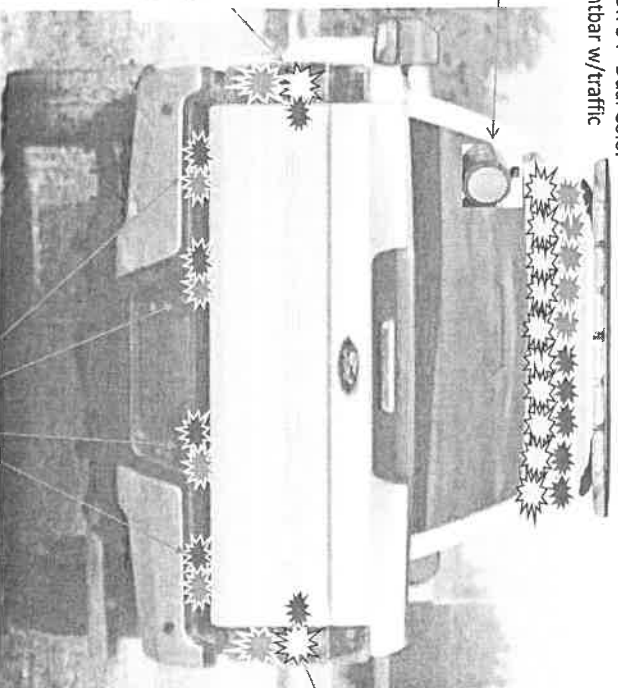
# Gila County Sheriff 2020 F250 Full Patrol Build

SoundOff 54" Dual Color  
lightbar w/traffic

Radar Rear Antenna

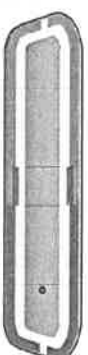
Back Flash

Window Tint on 4 side  
windows Included



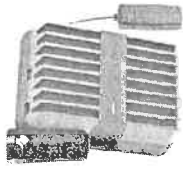
Insert B/W  
Replace OEM  
Reverse light

4 - mPower 4" LEDs  
Red/Blue mounted between  
Bumper and Tailgate





# Gila County Sheriff 2020 F250 Full Patrol Build



WebBoost Drive  
Reach Cell Phone  
Booster Kit



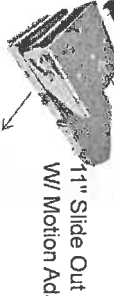
Vertex 5500 Radio



ICOM Radio



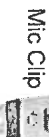
HAVIS Dock For  
CF30/31 Laptop  
Dual Pass-Through



11" Slide Out Locking Swing Arm  
W/ Motion Adapter



Siren Controller



Mic Clip



10" Heavy Duty  
Telescoping Pole, Side  
Mount



120 Watt  
Power Supply



Streamlight DS LED  
HL Piggy Back



12V Outlets



USB Outlets



Dual Cup  
Holder

18" Troy Console



GamberJohnson  
Brother Printer  
Mount Armrest

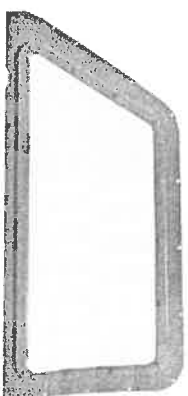
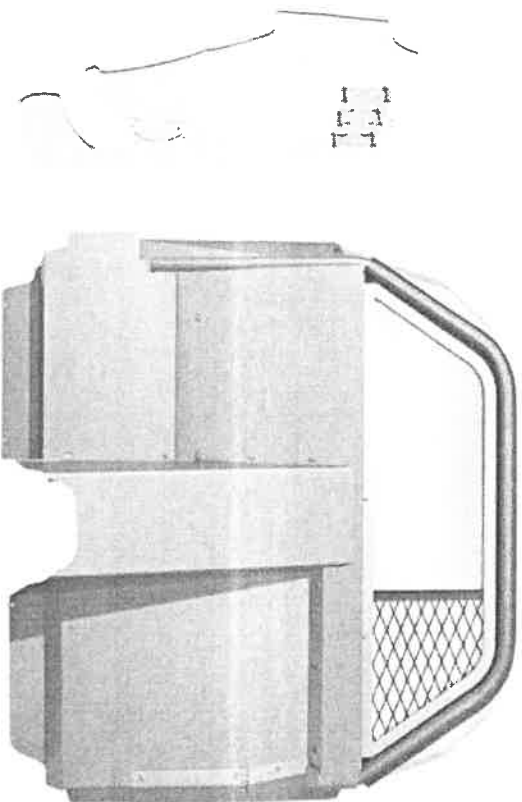
B&B Dual  
Gunlock





# Gila County Sheriff 2020 F250 Full Patrol Build

Setina Front  
Partition



Setina Poly  
Window Barrier



Setina  
Aluminum Door  
Cover

Dual Prisoner Divider using  
OEM Rear Seating (Pending  
Design Completion)

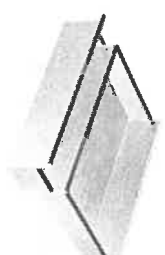
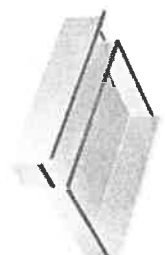


# Gila County Sheriff 2020 F250 Full Patrol Build

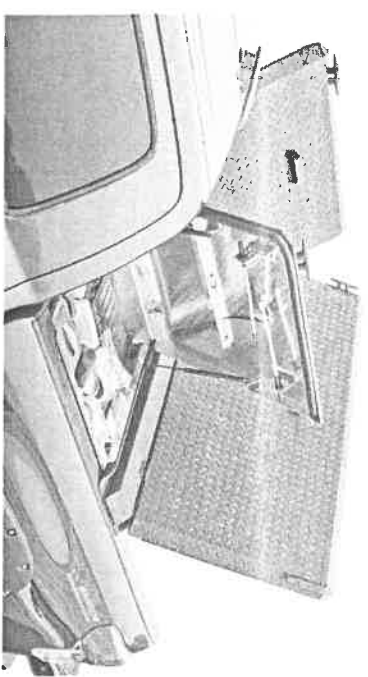


Slider and Pan

2 4T Side Bins



Diamondback Truck Bed Cover Black



Side Boxes



**BID NO. 121919**  
**Replacement of One (1) Sheriff's Office Patrol Vehicle**

**PRICE SHEET**

**DESCRIPTION: Aftermarket Vehicle Wrap of One (1) New Ford F250 Crew Cab for Law Enforcement Use  
(SEE ATTACHED VENDOR SUPPLIER QUOTE) (WESTERN REPROGRAPHICS)**

*(Build Sheet Must Accompany Proposal)*

<b>MINIMUM SPECIFICATIONS</b> <b>Aftermarket Wrap of One (1) New Ford F250 Crew Cab for Law Enforcement Use (SEE ATTACHED VENDOR SUPPLIER QUOTE) (WESTERN REPROGRAPHICS)</b>	<b>QUANTITY</b>	<b>MEETS MINIMUM SPECIFICATIONS</b> <b>YES                      NO</b>
<b>SIGN: RTA</b> Full Size Truck 4-Door Short Box F250 Passenger Side 3M EG Reflective Print / Overlam Drivers Side 3M E Reflective Print / Overlam Rear 3m EG Reflective Print / Overlam	1	
<b>INSTALLATION</b> Clean, Prep, Install, Finish	1	
<b>SETUP</b> Design Set:	1	
<div style="text-align: right;"><b>SUB – TOTAL AMOUNT</b></div>	\$ 765 <sup>00</sup>  \$ -0-  \$ 68.09  \$ 833.09.	
<div style="text-align: right;"><b>OTHER COSTS</b></div>		
<div style="text-align: right;"><b>SALES TAX</b></div>		
<div style="text-align: right;"><b>TOTAL AMOUNT OF DELIVERED VEHICLE</b></div>		

**Delivery Location:** Gila County Fleet Management, 1001 Besich Blvd., Globe, AZ.

**Estimated Date of Delivery prior to June 30, 2020:** June 29, 2020

**Vendor Name:** McSpadden Foto Inc **Vendor Phone Number:** (928) 425-4491

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

STATE OF ARIZONA                     )  
  )ss  
COUNTY OF:                     )

Lisa Wieleniga  
(Name of Individual) being first duly sworn, deposes and says:

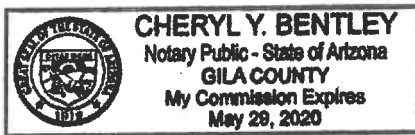
That he is General Manager  
(Title)

of McSpadden Ford Inc and  
(Name of Business)

That he is bidding on **Gila County Bid No. 121919 - Replacement of One (1) Sheriff's Office Patrol Vehicle and,**

That neither he nor anyone associated with the said \_\_\_\_\_  
McSpadden Ford Inc  
(Name of Business)

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



McSpadden Ford Inc  
Name of Business

By Lisa Wieleniga  
General Manager  
Title

Subscribed and sworn to before me this 22<sup>nd</sup> day of January, 2020.

Cheryl Y. Bentley  
Notary Public

My Commission expires:  
May 29, 2020

**BID NO. 121919**


**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.

Lisa Wielenga General Manager  
Typed Name and Title of Authorized Representative

  
Signature of Authorized Representative

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

### LEGAL ARIZONA WORKERS ACT COMPLIANCE

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

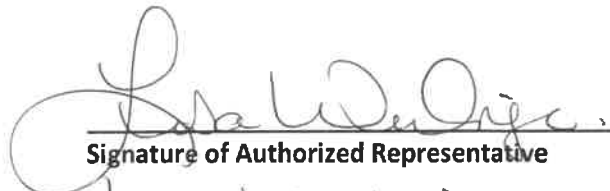
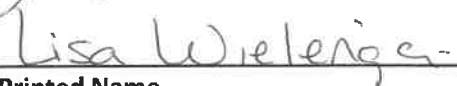

County shall have the right at any time to inspect the books and records of Vendor and any Subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Vendor's or any Subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Vendor to penalties up to and including suspension or termination of this Contract. If the breach is by a Subcontractor, and the subcontract is suspended or terminated as a result, and Gila County elects to continue the contract with the Vendor, Vendor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement Subcontractor, as soon as possible so as not to delay project completion.

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

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to ensure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Vendor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Vendor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Vendor shall be entitled to an extension of time, but not costs.

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

## BIDDERS CHECKLIST & ADDENDA ACKNOWLEDGEMENT

**NOTICE IS HEREBY GIVEN** that all Bid Documents shall be completed, executed, and submitted with this IFB. If bidder fails to complete or execute any portion of the Bid Documents, this IFB will be determined to be "non-responsive" and rejected.

### CHECKLIST:

#### REQUIRED DOCUMENT

QUALIFICATION & CERTIFICATION FORM  
CERTIFICATION REGARDING DEBARMENT  
PRICE SHEETS  
NO COLLUSION AFFIDAVIT  
LEGAL ARIZONA WORKS ACT COMPLIANCE  
BIDDERS CHECKLIST & ADDENDA ACKNOWLEDGEMENT  
OFFER PAGE

#### COMPLETED AND EXECUTED

JSW  
JSW  
JSW  
JSW  
JSW  
JSW  
JSW

### ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

Initials	<u>JSW</u> #1	<u>JSW</u> #2	<u>JSW</u> #3	<u>JSW</u> #4	<u>JSW</u> #5
Date	<u>1/22/2020</u>	<u>1/22/2020</u>	<u>1/22/2020</u>	<u>1/22/2020</u>	<u>1/22/2020</u>

Signed and dated this 22nd day of January, 2020

McSpadden Ford Inc  
VENDOR:  
Jose W. Delgado  
BY: (Signature)

Each bid shall be sealed in an envelope addressed to the Gila County Procurement Group and bearing the following statement on the outside of the envelope: **Invitation for Bids: Bid No. 121919 Replacement of One (1) Sheriff's Office Patrol Vehicle.** All bids shall be filed with the Gila County Finance Department at the Copper Building, 1400 E. Ash St., Globe, AZ on or before February 4, 2020, 11:00 A.M.

**BID NO. 121919**  
**Replacement of One (1) Sheriff's Office Patrol Vehicle**

---

**OFFER PAGE**

**TO GILA COUNTY:**

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

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

**CONTRACT NUMBER: 121919 Replacement of One (1) Sheriff's Office Patrol Vehicle**

**Firm Submitting Bid:**

McSpadden Ford Inc  
Company Name

601 N Broad  
Address

Globe AZ 85501  
City State Zip

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

Name: Lisa Wielenga

Phone No.: (928) 425-4491

Fax: (928) 425-9390

Email: mcspaddensales@cableone.net

  
Signature of Authorized Person to Sign

Lisa Wielenga  
Printed Name

General Manager  
Title

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

**BID NO. 121919**  
**Replacement of One (1) Sheriff's Office Patrol Vehicle**

---

**ACCEPTANCE OF OFFER**  
**(For Gila County use only)**

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

The Vendor \_\_\_\_\_ is now bound to provide the materials or services listed in Invitation for Bid No.: 121919 including all terms and conditions, specifications, amendments, etc. and the Vendor's Offer as accepted by County entity.

The contract shall henceforth be referenced to as **Contract No. 121919**. The Vendor has been cautioned not to commence any billable work or to provide any material or service under this Contract until Vendor receives written notice to proceed from Gila County.

Awarded this \_\_\_\_\_ day of \_\_\_\_\_, 2020

**GILA COUNTY BOARD OF SUPERVISORS:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



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**BID RESULTS**



**GILA COUNTY**

**BID**

**TITLE:** Replacement of One (1) Sheriff's Office Patrol Vehicle

**BID**

**DUE**

**NO.:** 121919

**DATE:** 2/4/20 11:00 AM

	BIDDER FIRM NAME	BID AMOUNT	COMMENTS
	Larry H. Miller Ford Mesa	60,751.97 both vehicle & up fitting	2020 Ford F250 Crew Cab 4x4
	Mc Spadden Ford vehicle up fitting	33,422.02 26,081.55	2020 Ford F250 Crew Cab
	d		

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

**BID NO. 121919**

**Replacement of One (1) Sheriff's Office Patrol Vehicle**



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

**\*COUNTY MANAGER\***  
James Menlove



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

1400 E. Ash Street  
Globe, Arizona  
85501

**SOLICITATION NUMBER  
121919**

**BID DUE DATE:** Tuesday, February 4, 2020

**TIME:** 11:00 AM

**DESCRIPTION:** Replacement of One (1) Sheriff's Office Patrol Vehicle

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

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

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

Request for submittals after the specified date and time to the Procurement Group shall not be considered. To receive bid documents, contact the Procurement Group at (928) 402-4355 or click on the following link to the County website. [http://www.gilacountyaz.gov/government/finance/procurement/current\\_bids.php](http://www.gilacountyaz.gov/government/finance/procurement/current_bids.php)

Additional instructions for preparing a bid are provided on pages 4-6 of the bid documents to Offerors as contained within the solicitation.

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

All procurement activities conducted by Gila County are in conformance with the rules and regulations of the Gila County Procurement Group Statement of Procedures. A copy of the Gila County Procurement Group Statement of Procedures is available for review in the Deputy Clerk of the Board's office, Globe, AZ.

Payson Roundup advertisement dates: January 15, 2020 and January 22, 2020

**BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.**

Designated Department: Gila County Fleet Management  
Type of contract: Term  
Term of Contract: Twelve Months  
Phone Number: (928) 951-3705

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

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

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

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

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**BID NO. 121919**  
**Replacement of One (1) Sheriff's Office Patrol Vehicle**

---

**GENERAL SCOPE**

It is the intent of this solicitation to award a contract for the Replacement of One (1) Sheriff's Office Patrol Vehicle for the Sheriff's Office under Fleet Management in Gila County. Vehicles will be fully upfitted with security equipment and the outside shall be wrapped with the Gila County Sheriff logo.

The County may choose to award this contract as a whole, or make multiple awards, depending on what is deemed to be in the County's best interest considering price, specifications, and delivery date. The request for price of an item does not guarantee a purchase but merely provides the County with the option if the need arises.

See attached: **Exhibit "C" Pages 12-13, and Page 15-18 as specified on Price Sheet for total price being proposed.**

Vendors who agree to provide the Minimum Bid Specifications for this Invitation for Bid shall be considered for award.

**BID NO. 121919**  
**Replacement of One (1) Sheriff's Office Patrol Vehicle**

---

**INSTRUCTIONS TO VENDORS**

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

**EXHIBIT "A" INSTRUCTIONS TO VENDORS**

**Preparation of Sealed Bid**

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

**Amendments**

Any addendum issued as a result of any change in this Invitation for Bids must be acknowledged by all Vendors in the following manner:

**BID NO. 121919**  
**Replacement of One (1) Sheriff's Office Patrol Vehicle**

---

Instructions to Vendors continued...

1. Completion of the Bidder Checklist & Addenda Acknowledgment form, page 23.

Failure to indicate receipt of addenda in the above manner may result in a bid being rejected as non-responsive. If no addenda have been issued, please indicate so by writing "Not Applicable" in the space provided under #1. The Vendor Checklist & Addenda Acknowledgment form must be signed and dated.

**Inquiries**

Any questions related to this IFB must be directed to those whose names appear on the Notice. Questions should be submitted in writing when time permits. The Gila County Supervisors, at their sole discretion, may require all questions be submitted in writing. Any correspondence related to an Invitation for Bids should refer to the appropriate Invitation for Bids number, page, and paragraph number. However, the Vendor(s) must not place the IFB number on the outside of an envelope containing questions since such an envelope may be identified as a sealed Bid and may not be opened until after the official IFB due date and time. Questions received less than five (5) working days prior to the date for opening Bids will be answered only if time permits. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

**Late Bids**

Any bid received later than the date and time specified on Notice for Sealed Bids shall not be considered.

***Submittal Bid Format:***

It is requested that One (1) Original and One (1) copy (2 TOTAL) with original signatures on both sets of the Qualification and Certification Form, Price Sheets, No Collusion Form, Certification Regarding Debarment, Legal AZ Workers Act Compliance Form, Bidders Checklist and Addenda Acknowledgment Form, and Offer Page shall be submitted on the forms and in the format specified in the Invitation for Bid. The County will not be liable for any cost incident to the preparation of Bid, materials, reproductions, presentations, copy-right infringements, etc. It is permissible to copy these forms if required. Facsimiles or mailgrams shall not be considered.

1. By signature in the offer section of the Offer and Acceptance page, Vendor certifies:
  - A. The submission of the offer did not involve collusion or other anti-competitive practices.
  - B. The Vendor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
  - C. In order to conserve resources, reduce procurement costs, improve timely acquisition and cost of supplies and to improve efficiency and economy of procurement, any political subdivision, State, County, City, Town, etc., of the State of Arizona, will be allowed by the Vendor(s) awarded the contract to provide the same services, at the same prices stated in the bid. Delivery charges may differentiate depending on geographical location.

**BID NO. 121919**  
**Replacement of One (1) Sheriff's Office Patrol Vehicle**

---

*Instructions to Vendors continued...*

2. Bids submitted early may be modified or withdrawn by notice to the party receiving bids at the place and prior to the time designated for receipts of Bids.
3. The County is not responsible for any Vendor's errors or omissions. Negligence in preparing an offer confers no right to the Vendor unless the Vendor discovers and corrects such errors prior to the Bid deadline.

**All bids shall be submitted in a sealed envelope:**

- **Minimum of Two (2) copies with original signatures shall be provided by the Vendor;**
- **The words "Invitation for Bid" with Title "Replacement of One (1) Sheriff's Office Patrol Vehicle", "Bid No. 121919", "February 4, 2020" and "3:00 PM" shall be written on the face of the envelope;**
- **The Vendor shall assume full responsibility for timely delivery at the location designated in the Notice.**
- **No bids will be accepted after 11:00 A.M. AZ Time, Tuesday, February 4, 2020. Bids will be opened at 11:00 A.M., Tuesday, February 4, 2020.**



**BID NO. 121919**  
**Replacement of One (1) Sheriff's Office Patrol Vehicle**

---

**GENERAL TERMS AND CONDITIONS**

**Award of Contract**

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

**Protests**

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

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

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

**BID NO. 121919**  
**Replacement of One (1) Sheriff's Office Patrol Vehicle**

---

General Terms & Conditions continued...

**Laws and Ordinances**

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

**EXHIBIT "B" CONTRACT AWARD AGREEMENT**

This exhibit shall serve as the contract agreement to any Vendor, their agents, subcontractors or representatives, awarded this or any portion of this contract by the County, by submitting Bids to this or any other solicitation requiring sealed bids, does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Vendor's signature(s) appearing on page 25, Vendors Offer Page, and Exhibit "D" Vendors Qualification and Certification form page 14. This Contract shall include the Invitation for Bids No. 121919 and all exhibits attached to it, including but not limited to the Qualification and Certification Form, Price Sheets, No Collusion Affidavit, Legal AZ Workers Act Compliance Form, Bidders Checklist and Addenda Acknowledgment Form, and Offer Page which are all incorporated into this agreement by this reference.

**Overcharges by Antitrust Violations**

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

**Authority to Contract**

This contract shall be based upon the Invitation for Bids No. 121919, issued by the County, and the offer submitted by the Vendor in response to the IFB. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the IFB which is incorporated by this reference into this agreement. The county reserves the right to clarify any contractual terms with the concurrence of the Vendor; however, any substantial non-conformity in the offer, as determined by the County Attorney, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between Gila County and the Vendor relating to these requirements. The Contract shall prevail over any and all previous agreements, contracts, bids, negotiations, purchase orders, or master agreement in any form. The contract activity is issued under the authority of the Gila County Manager, after the Gila County Board of Supervisors approves the award. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of the Gila County Board of Supervisors in the form of an official contract amendment. Any attempt to alter any documents on the part of the Vendor or any agency is a violation of the Gila County Procurement Group Statement of Procedures. Any such action is subject to the legal and contractual remedies available to the County inclusive, but not limited to, contract cancellation, suspension or debarment of the Vendor.

**Contract Amendments**

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

**BID NO. 121919**  
**Replacement of One (1) Sheriff's Office Patrol Vehicle**

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*Exhibit "B" Contract Award Agreement continued...*

**Contract Default**

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

**Right to Assurance**

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

**Costs and Payments**

Payments shall comply with the requirements of A.R.S. Title 35 and 41, Net 30 days. Upon receipt and acceptance of goods and services, the Vendor shall submit a complete and accurate invoice for payment.

IRS W9 Form: In order to receive payment, the Vendor shall have a current IRS W9 Form on file with the County unless not required by law.

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

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

**Cancellation of County Contracts**

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

**Termination of Contract**

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

**BID NO. 121919**  
**Replacement of One (1) Sheriff's Office Patrol Vehicle**

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Exhibit "B" Contract Award Agreement continued...

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

1. In the opinion of the County, the Vendor fails to perform adequately the stipulations, conditions or services and specifications required in the contract.
2. In the opinion of the County, the Vendor attempts to impose on the County material products, or workmanship, which is of unacceptable quality.
3. Vendor fails to furnish the required service or product within the time stipulated in the contract.
4. In the opinion of the County, the Vendor fails to make progress in the performance of the requirements of the contract or give the County a positive indication that Vendor will not, or cannot, perform to the requirements of the contract.

Each payment obligation of the County created hereby is conditioned upon the availability of County, State and Federal funds, which are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the County and available for the continuance of service herein contemplated, the contract period for the service may be terminated by the County at the end of the period for which funds are available. The County shall notify the Vendor at the earliest possible time which service may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

**General**

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

**BID NO. 121919**  
**Replacement of One (1) Sheriff's Office Patrol Vehicle**

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*Exhibit "B" Contract Award Agreement continued...*

**Indemnification Clause**

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

**BID NO. 121919**  
**Replacement of One (1) Sheriff's Office Patrol Vehicle**

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**MINIMUM SPECIFICATIONS**

**EXHIBIT "C" MINIMUM SPECIFICATIONS FOR: 121919**

**Purpose:** It is the intent of Gila County to establish, by this Invitation for Bids, a contract to Replacement of One (1) Sheriff's Office Patrol Vehicle. This Invitation for Bid No. 121919 including the Qualification and Certification Form, Price Sheets, No Collusion Form, Legal AZ Workers Act Compliance Form, Certification Regarding Debarment, Checklist and Addenda Acknowledgment Form, and Offer Page constitutes the entire Bid package and by this reference is hereby incorporated into this agreement.

**SECTION 1.0**

**General:**

- 1.1 All product specifications are minimum. Vendor must provide product specification sheet.
- 1.2 Vendor should have adequate manufacturing / stock facilities to serve the needs of Gila County.
- 1.3 All proposals must represent the entire package.
- 1.4 The parties specifically understand and agree that the quantities used for bidding purposes are estimates of County needs and in no event shall the County be obligated to purchase the exact quantities of any item set forth in the proposal. The County does not guarantee any maximum or minimum amounts of purchase.

**SECTION 2.0**

**Bid Pricing:**

- 2.1 The Vendor shall submit the bid in the form of a firm unit price for the contract period. Initial contract period is through June 30, 2020. Vendor shall incorporate all freight, profit, and discount into their price.
- 2.2 **The term of the contract shall commence upon award and shall remain in effect through June 30, 2020, unless terminated, cancelled or extended as otherwise provided herein.**

**SECTION 3.0**

**Ordering and Delivery:**

- 3.1 ORDERING: Gila County does not warrant the order quantity of any item prior to actual need. Gila County may re-order item as it becomes necessary or based on the required needs within the County during the term of this contract.
- 3.2 PRODUCT DELIVERY Location: Gila County Shop, 1001 W. Besich Blvd, Globe, AZ. The Board of Supervisors may designate other or alternate delivery sites at any time during the term of the contract. These needs may be based on, but not limited to, seasonal, emergency, historical usage data.

**BID NO. 121919**  
**Replacement of One (1) Sheriff's Office Patrol Vehicle**

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*Exhibit "C" Minimum Specifications continued...*

- 3.3 DELIVERY TIME: Vehicles must be delivered no later than June 30, 2020. Failure to provide delivery within this time period may result in termination of this contract and award to the next lowest, responsible bidder.
  
- 3.4 Vendor shall retain title and control of all goods until they are delivered, and the contract of coverage has been completed. All risks of transportation and all related charges shall be the responsibility of the Vendor. All claims for visible or concealed damage shall be filed by the Vendor. The County will assist the Vendor in arranging for inspection.

**BID NO. 121919**  
**Replacement of One (1) Sheriff's Office Patrol Vehicle**

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**QUALIFICATION AND CERTIFICATION FORM**

**EXHIBIT "D" VENDORS QUALIFICATION AND REFERENCE LIST**

**PURPOSE**

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Vendors under consideration for final award. The information may or may not be a determining factor in award.

**CONTACT NUMBER 121919 Replacement of One (1) Sheriff's Office Patrol Vehicle**

The applicant submitting this Bid warrants the following:

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

McSpadden Ford Inc  
1601 N Broad St Globe AZ 85501  
(602) 425-4491

2. Has Vendor (under its present or any previous name) ever failed to complete a contract?  
\_\_\_\_\_ Yes X No. If "Yes", give details including the date, the contracting agency, and the reason Vendor failed to perform in the narrative part of this Contract.
3. Has Vendor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? \_\_\_\_\_ Yes X No. If "Yes", give details, including the date, the contracting agency, the reasons for the Vendors disqualifications, and whether this disqualification remains in effect in the narrative part of this Contract.
4. Has a contracting agency ever terminated a contract with the Vendor (under your firm's present or any previous name) prior to end of contract period? \_\_\_\_\_ Yes X No. If "Yes", give details including the date, the contracting agency, and the reasons offer was terminated in the narrative part of this Contract.
5. Vendor must also provide at least the following information:
- a. A Cost Bid shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
  - b. Gila County reserves the right to request additional information.

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

Lisa Wierenga  
\_\_\_\_\_  
Printed Name

General Manager  
\_\_\_\_\_  
Title



**BID NO. 121919**  
**Replacement of One (1) Sheriff's Office Patrol Vehicle**

**PRICE SHEET**

**DESCRIPTION: One (1) New F250, Super Duty, Crew Cab, 4x4 BID NO. 121919**  
**Replacement of One (1) Sheriff's Office Patrol Vehicle**  
**with 6 3/4' Long Wide Bed, Heavy Duty Suspension Pick-up, Police Vehicle Upfitting and Vehicle Wrap**  
*(Build Sheet Must Accompany Proposal)*

**Vehicle Year, Make, & Model:**

2020 Ford F250.

MINIMUM SPECIFICATIONS One (1) New F250, Super Duty, Crew Cab, 4x4 with 6 3/4' Long Wide Bed, Heavy Duty Suspension Pick-up, Police Vehicle Upfitting and Vehicle Wrap	MEETS MINIMUM SPECIFICATIONS	
	YES	NO
Exterior: (Z1) Oxford White	Y	
Interior: Cloth Front Bench Seat 40/20/40, Rear Bench Seat	Y	
Power Features: Door Locks, Windows, Mirrors, Steering	Y	
4 Door Crew Cab; 6 3/4 Foot Bed Length	Y	
Cruise Control – Tilt Steering Wheel	Y	
Remote Keyless Entry; Including 5 Entry and Ignition Keys/FOBS as Required For Entry And Operation	Y	
AM / FM Radio with SYNC	Y	
Heavy Duty Suspension	Y	
Trailer towing package with Receiver Hitch to include Engine and Transmission Oil Coolers, Brake Controller, etc. (Factory Installed) 10,000# GVW	Y	
6.2L EFI V8 Cylinder Gas Engine	Y	
6 Speed Automatic Transmission	Y	
Four Wheel Drive 4X4	Y	
Skid Plate Package (Factory Installed)	Y	
3.73 Axle; Locking Rear Differential (or equivalent)	Y	
Backup Camera	Y	
All Terrain or On/Off Road Tires - 10 Ply 'E' rating or greater	Y	
Full Sized Spare Tire & Wheel Assembly	Y	
<b>SUB-TOTAL AMOUNT</b>	\$	30,690.56
<b>OTHER COSTS-Listed</b>	\$	-0-
<b>SALES TAX</b>	\$	2731.46
<b>TOTAL AMOUNT OF DELIVERED VEHICLE</b>	\$	33,422.02

**Delivery Location:** Gila County Fleet Management, 1001 W. Besich Blvd., Globe, AZ

**Estimated Date of Delivery prior to June 30, 2020:** June 29, 2020

**Vendor Name:** McSpadden Ford Inc **Vendor Phone:** (928) 425-4491

**BID NO. 121919**  
**Replacement of One (1) Sheriff's Office Patrol Vehicle**

**PRICE SHEET**

**DESCRIPTION: Aftermarket Upfitting of One (1) New Ford F250 4x4 Crew Cab for Law Enforcement Use**  
*(Build Sheet Must Accompany Proposal)*

MINIMUM SPECIFICATIONS Aftermarket Upfitting of One (1) New Ford F250 4x4 Crew Cab for Law Enforcement Use	QUANTITY	MEETS MINIMUM SPECIFICATIONS	
		YES	NO
***Front of Vehicles***			
***Push Bumper***			
Westin Steel Push Bumper	1	Y	
***Steel Push Bumper Lighting ***			
***Front Facing Dual Color LEDs***			
EMPS2STS4D mPower Fascia LED, Stud Mount, 12-LED, Red/White	1	Y	
EMPS2STS4E mPower Fascia LED, Stud Mount, 12-LED, Blue/White	1	Y	
***Side of Bumper 180 Degree LEDs***			
ENT3B3D Intersector Surface Mount LED Warning Light, Red/White/	1	Y	
ENT3B3E Intersector Surface Mount LED Warning Light, Blue/White/	1	Y	
***Winch***			
Super Winch 1511201, 11,500lbs Synthetic Rope	1	Y	
Remote Snatch-B			
Winch Remote 90932494	1	Y	
***Siren Speaker Mounted in Pushbumper***			
ETSS100N 100N Series Professional Composite Speaker	1	Y	
***Headlight Flasher***			
ETHFSS-SP 100% SS Multi Pattern Headlight Flasher no	1	Y	
***Central Power Distribution and Timer System***			
EX0009 Patrol Power Gen 1 Full Size Panel	1	Y	
***Driver Side LED Spotlight***			
W335PL-0002 Unity LED Spot Light, Post Mount Black, 6" Housing	1	Y	
189 Utility Installation Kit for Driver Side of F250	1	Y	
***Under Mirror Dual Color LEDs***			
ENT2B3D Intersector LED Under Mirror Warning Light, Red/White	1	Y	
ENT2B3E Intersector LED Under Mirror Warning Light, Blue/White	1	Y	
***Dual Color Light Bar***			
NFORCE 54" Lightbar Front R/W B/W Rear R/A B/A QE035868	1	Y	
***Console and Assys***			
CC-MC-18 18" Console (7" slope front/11" level rear)	1	Y	

AC-F150-15 MNT Console Floor Plate For 15-*F150 W/ Bucket Seats/	17	Y
7120-00723 Gamber Mic Clip Kit	2	Y
FP-ICOMA120 Icom A120 Aviation	1	Y
FP-VX6000 Troy Face Plate for Vertex 6000 Radio	1	Y
AC-INBHG Internal Beverage Holder w/Rubber Pieces	1	Y
ETSA481CSP nERGY 400 Series Siren Push Button Controls 100 watt	1	Y
FP-ETSA481 4" Face Plate for Sound Off481 Siren Controller	1	Y
FP-USB-2DC Faceplate with 2 DC Outlets and a USB	1	Y
GamberJohnson 7160-0430 External Brother Printer Mount Armrest	1	Y
***Computer Equipment***		
DS-PAN-111-2 Panasonic Toughbook30/31 Docking Station, Full Port Replicator	1	Y
LPS-104 Power Supply, 120W, External Mount, 3' Cable, Panasonic	1	Y
C-HMD-215 10" Heavy Duty Telescoping Pole, Side Mount	1	Y
C-MD-112 11" Slide Out Locking Swing Arm w/Motion Adapter	1	Y
***Dual Gun Lock***		
7010-3030-6 Dual Gun Lock GR3 with 2 SC-5HC	1	Y
***Other Interior Equipment***		
ECVDMTLAL00 Sound Off White/Red All LED Domelight-Universal	2	Y
75458 Stream Light 75458 DS LED HL Piggy Back	1	Y
***B to C Pillar Equipment***		
Setina #8XL 75/25 Coated Poly Partition 2020 Ford F250	1	Y
Setina Back Seat Divider for 2020 F250	1	Y
Setina Aluminum Door Panels	1	Y
Setina Poly Window Barriers	1	Y
EMPS2ST4J mPower Fascia LED, Stud Mount, 12-LED Red/Blue	2	Y
PMP2BKDGAI 90 deg Adjustable Mounting Bracket for mPower LED	2	Y
***Rear Window Lightbar***		
EL3H08A00J Ultralite8 Module Inter LED Lightbar R/B Split	1	Y
***LEDs Between Rear Bumper and Tailgate***		
EMPS2SMS4J mPower 4" 12LED Dual Color Screw Mount Lights	4	Y
***Tail Flasher***		
ETFBSSN-P Sound Off Backflash Module. Ford	1	Y
***Kustom Signal Radar Unit***		
Kustom Signal CRS39 Eagle II Dual, KA-Band DCM w/TruTrak	1	Y
470254 WeBoost Drive Reach Fleet Signal Booster Kit	1	Y
***Prewire for Watchguard Video***		
MISC GPS Antenna	1	Y

***Radio Equipment***		
NMOKHFUDFME*25Twenty-Five (25) Foot Radio Coax Cable Kit with FME	4	y
NMOCAPB Larsen Black Plastic Rain Cap for NMO Mount /	1	y
***Tint***		
Tint Window Tinting of Side and Rear Windows	1	y
***Bed Cover***		
FS17-270SX Black Diamondback 3 Lid Cover	1	y
270 4T Side Bin	2	y
SDBS Side Boxes	1	y
B&B Bin Slider	1	y
Tie Down Cleats with Installation	1	y
LABOR FOR INSTALLATION of Listed Equipment		
SHIPPING/HANDLING		
*Run Power and Ground for 2 Radios to Center Console		
SUB – TOTAL AMOUNT		\$ 23,950. <sup>00</sup>
OTHER COSTS		\$ - 0 -
SALES TAX		\$ 2131.55
TOTAL AMOUNT OF DELIVERED VEHICLE		\$ 26,081.55

**Delivery Location:** Gila County Fleet Management, 1001 Besich Blvd., Globe, AZ.

**Estimated Date of Delivery prior to June 30, 2020:** June 29 2020

**Vendor Name:** McSpadden Ford Inc **Vendor Phone Number:** (928) 425-4491



## Gila County Sheriff 2020 F250 Full Patrol Build



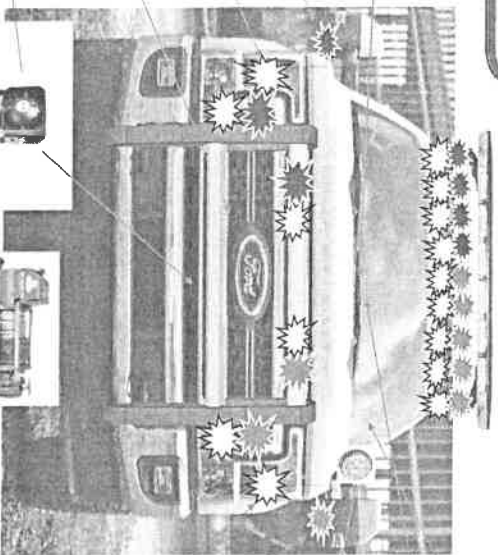
Siren Controller  
With Traffic control



Under Mirror  
LEDs



B&B Dual  
Sunlock



Westin HDX Winch Grill Guard

100W Speaker Mounted  
on Pushbumper

11.5 K Synthetic Rope Winch with remote



Unity LED  
Spotlight



Under Mirror  
LEDs

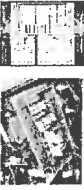


Headlight Flasher

Window Tint on 4 side  
windows Included



Patrol Power wiring  
harness - fuse box, lamper,



## Gila County Sheriff 2020 F250 Full

### Patrol Build

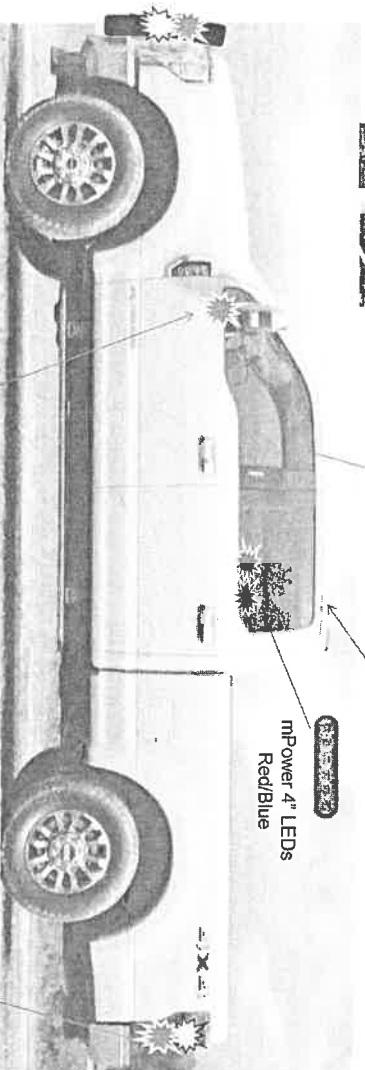
RWLED Dome Light



GPS Antenna with Male  
TNC Connector



mPower 4" LEDs  
Red/Blue



Intersector LED Under  
Mirror Light



Window Tint on 4 side windows  
Included

Taillight Flasher



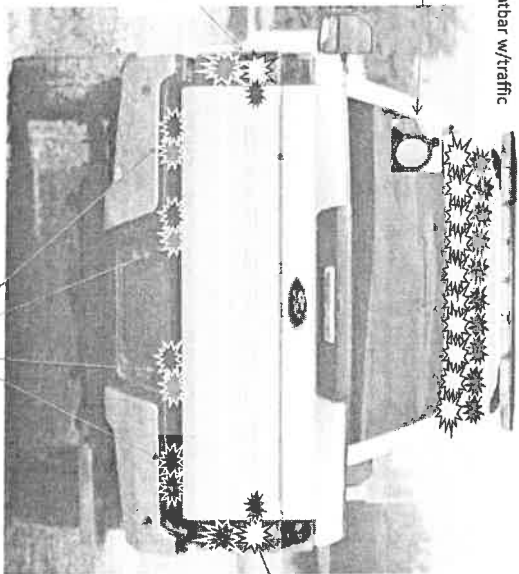


# Gila County Sheriff 2020 F250 Full Patrol Build

SoundOff 54" Dual Color  
lightbar w/traffic

Radar Rear Antenna--

Back Flash



4 - mPower 4" LEDs  
Red/Blue mounted between  
Bumper and Tailgate

Window Tint on 4 side  
windows Included

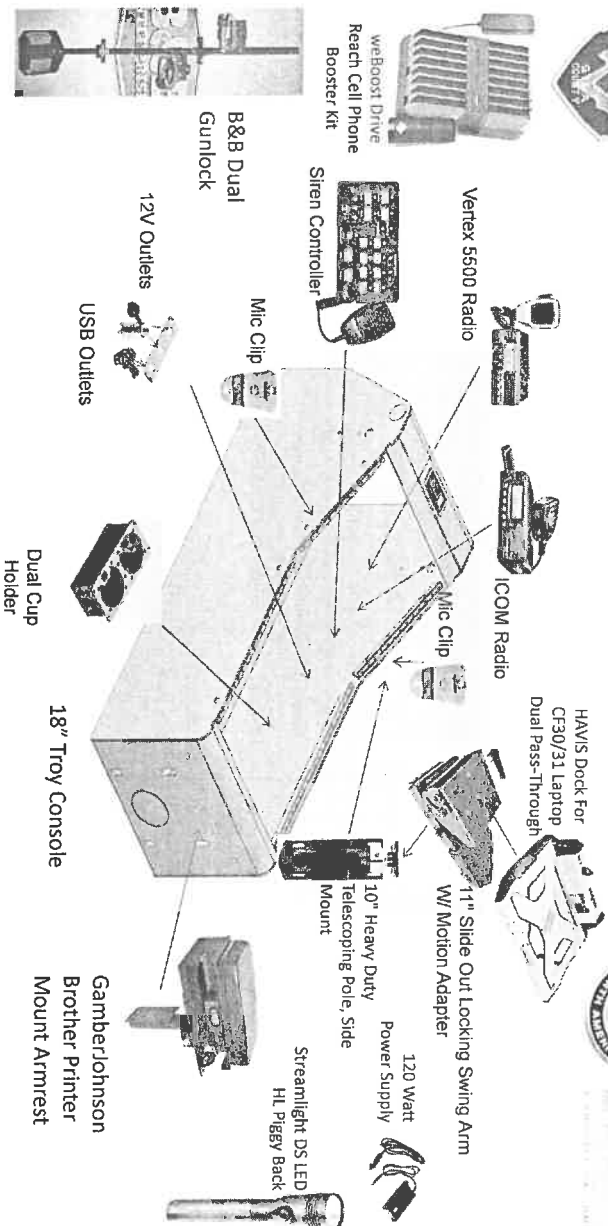


Insert B/W  
Replace OEM  
Reverse light





# Gila County Sheriff 2020 F250 Full Patrol Build

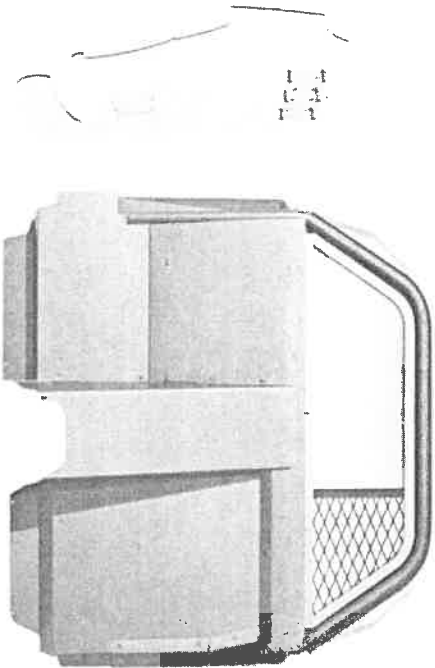






## Gila County Sheriff 2020 F250 Full

Setina Front  
Partition



Setina Poly  
Window Barrier



Setina  
Aluminum Door  
Cover



Dual Prisoner Divider using  
OEM Rear Seating (Pending  
Design Completion)

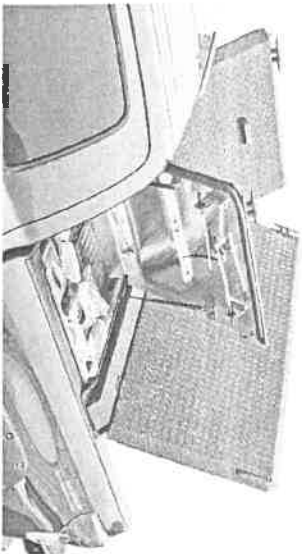


## Gila County Sheriff 2020 F250 Full Patrol Build



Slider and Pan

Diamondback Truck Bed Cover Black



2 4T Side Bins



Side Boxes



## PRICE SHEET

*(Build Sheet Must Accompany Proposal)*

Vendor Name: McSpadden Ford Inc Vendor Phone Number: (928) 425-4491

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

STATE OF ARIZONA                     )  
  )ss  
COUNTY OF:                            )

Lisa Wielenga  
(Name of Individual) being first duly sworn, deposes and says:

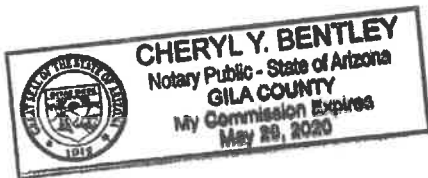
That he is General Manager  
(Title)

of McSpadden Ford Inc and  
(Name of Business)

That he is bidding on **Gila County Bid No. 121919 - Replacement of One (1) Sheriff's Office Patrol Vehicle and,**

That neither he nor anyone associated with the said McSpadden Ford Inc  
(Name of Business)

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



McSpadden Ford Inc  
Name of Business

By Lisa Wielenga  
General Manager  
Title

Subscribed and sworn to before me this 22<sup>nd</sup> day of January, 2020.

Cheryl Y. Bentley  
Notary Public

My Commission expires:  
May 29, 2020

**BID NO. 121919**

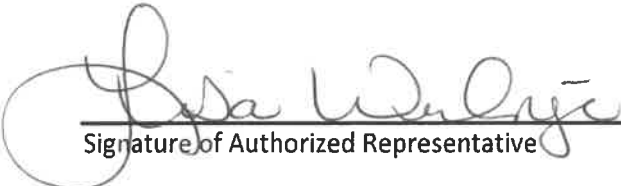
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER  
RESPONSIBILITY MATTERS**

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.

Lisa Wielenga General Manager.  
Typed Name and Title of Authorized Representative

  
Signature of Authorized Representative

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

### LEGAL ARIZONA WORKERS ACT COMPLIANCE

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

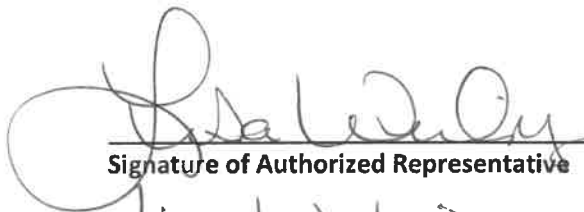
County shall have the right at any time to inspect the books and records of Vendor and any Subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

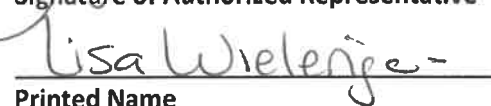
Any breach of Vendor's or any Subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Vendor to penalties up to and including suspension or termination of this Contract. If the breach is by a Subcontractor, and the subcontract is suspended or terminated as a result, and Gila County elects to continue the contract with the Vendor, Vendor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement Subcontractor, as soon as possible so as not to delay project completion.


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

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to ensure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Vendor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Vendor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Vendor shall be entitled to an extension of time, but not costs.

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

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

  
\_\_\_\_\_  
Title

## BIDDERS CHECKLIST & ADDENDA ACKNOWLEDGEMENT

**NOTICE IS HEREBY GIVEN** that all Bid Documents shall be completed, executed, and submitted with this IFB. If bidder fails to complete or execute any portion of the Bid Documents, this IFB will be determined to be "non-responsive" and rejected.

### CHECKLIST:

#### REQUIRED DOCUMENT

#### COMPLETED AND EXECUTED

QUALIFICATION & CERTIFICATION FORM

du  
du

CERTIFICATION REGARDING DEBARMENT

PRICE SHEETS

du

NO COLLUSION AFFIDAVIT

du

LEGAL ARIZONA WORKS ACT COMPLIANCE

du

BIDDERS CHECKLIST & ADDENDA ACKNOWLEDGEMENT

du

OFFER PAGE

du

### ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

Initials	<u>du</u> <sup>#1</sup>	<u>du</u> <sup>#2</sup>	<u>du</u> <sup>#3</sup>	<u>du</u> <sup>#4</sup>	<u>du</u> <sup>#5</sup>
Date	<u>1-22-2020</u>	<u>1-22-2020</u>	<u>1-22-2020</u>	<u>1-22-2020</u>	<u>1-22-2020</u>

Signed and dated this 22nd day of January, 2020

McSpadden Ford Inc

VENDOR:

Isaiah Ortiz  
By: (Signature)

Each bid shall be sealed in an envelope addressed to the Gila County Procurement Group and bearing the following statement on the outside of the envelope: **Invitation for Bids: Bid No. 121919 Replacement of One (1) Sheriff's Office Patrol Vehicle.** All bids shall be filed with the Gila County Finance Department at the Copper Building, 1400 E. Ash St., Globe, AZ on or before February 4, 2020, 11:00 A.M.

**BID NO. 121919**  
**Replacement of One (1) Sheriff's Office Patrol Vehicle**

---

**OFFER PAGE**

**TO GILA COUNTY:**

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

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

**CONTRACT NUMBER: 121919 Replacement of One (1) Sheriff's Office Patrol Vehicle**

**Firm Submitting Bid:**

McSpadden Ford Inc  
Company Name

6001 D Broad  
Address

Globe AZ 85501  
City State Zip

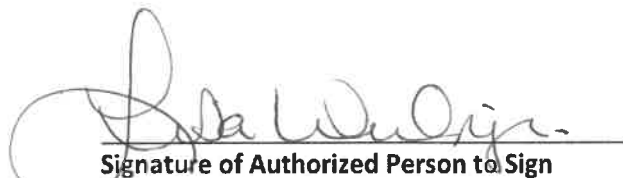
**For clarification of this offer, contact:**

Name: Lisa Wieleng

Phone No.: (928) 425-4491

Fax: (928) 425-9390

Email: mcspaddensales@cablenet.net

  
Signature of Authorized Person to Sign

Lisa Wieleng  
Printed Name

General Manager  
Title

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



**BID NO. 121919**  
**Replacement of One (1) Sheriff's Office Patrol Vehicle**

---

**ACCEPTANCE OF OFFER**  
**(For Gila County use only)**

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

The Vendor \_\_\_\_\_ is now bound to provide the materials or services listed in Invitation for Bid No.: 121919 including all terms and conditions, specifications, amendments, etc. and the Vendor's Offer as accepted by County entity.

The contract shall henceforth be referenced to as **Contract No. 121919**. The Vendor has been cautioned not to commence any billable work or to provide any material or service under this Contract until Vendor receives written notice to proceed from Gila County.

Awarded this \_\_\_\_\_ day of \_\_\_\_\_, 2020

**GILA COUNTY BOARD OF SUPERVISORS:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**BID NO. 121919**  
**Replacement of One (1) Sheriff's Office Patrol Vehicle**

---

**QUALIFICATION AND CERTIFICATION FORM**

**EXHIBIT "D" VENDORS QUALIFICATION AND REFERENCE LIST**

**PURPOSE**

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Vendors under consideration for final award. The information may or may not be a determining factor in award.

**CONTACT NUMBER 121919 Replacement of One (1) Sheriff's Office Patrol Vehicle**

The applicant submitting this Bid warrants the following:

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

LARRY H. MILLER FORD MESA  
460 E AUTO CENTER DRIVE, MESA, AZ 85204  
480 530-9581

2. Has Vendor (under its present or any previous name) ever failed to complete a contract?

       Yes xx No. If "Yes", give details including the date, the contracting agency, and the reason Vendor failed to perform in the narrative part of this Contract.

3. Has Vendor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract?        Yes xx No. If "Yes", give details, including the date, the contracting agency, the reasons for the Vendors disqualifications, and whether this disqualification remains in effect in the narrative part of this Contract.

4. Has a contracting agency ever terminated a contract with the Vendor (under your firm's present or any previous name) prior to end of contract period?        Yes xx No. If "Yes", give details including the date, the contracting agency, and the reasons offer was terminated in the narrative part of this Contract.

5. Vendor must also provide at least the following information:

- a. A Cost Bid shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.  
b. Gila County reserves the right to request additional information.

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

SCOTT DIETRICH

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

FLEET DIRECTOR

\_\_\_\_\_  
Title

**BID NO. 121919**  
**Replacement of One (1) Sheriff's Office Patrol Vehicle**

**PRICE SHEET**

**DESCRIPTION: One (1) New F250, Super Duty, Crew Cab, 4x4 BID NO. 121919**  
**Replacement of One (1) Sheriff's Office Patrol Vehicle**  
**with 6 3/4' Long Wide Bed, Heavy Duty Suspension Pick-up, Police Vehicle Upfitting and Vehicle Wrap**  
*(Build Sheet Must Accompany Proposal)*

**Vehicle Year, Make, & Model:**  
 2020 FORD F250 CREW CAB 4X4

<b>MINIMUM SPECIFICATIONS</b> <b>One (1) New F250, Super Duty, Crew Cab, 4x4 with 6 3/4' Long Wide Bed, Heavy Duty Suspension Pick-up, Police Vehicle Upfitting and Vehicle Wrap</b>	<b>MEETS MINIMUM SPECIFICATIONS</b>	
	<b>YES</b>	<b>NO</b>
	X	
<b>Exterior:</b> (Z1) Oxford White	X	
<b>Interior:</b> Cloth Front Bench Seat 40/20/40, Rear Bench Seat	X	
<b>Power Features:</b> Door Locks, Windows, Mirrors, Steering	X	
<b>4 Door Crew Cab; 6 3/4 Foot Bed Length</b>	X	
<b>Cruise Control – Tilt Steering Wheel</b>	X	
<b>Remote Keyless Entry; Including 5 Entry and Ignition Keys/FOBS as Required For Entry And Operation</b>	X	
<b>AM / FM Radio with SYNC</b>	X	
<b>Heavy Duty Suspension</b>	X	
<b>Trailer towing package with Receiver Hitch to include Engine and Transmission Oil Coolers, Brake Controller, etc. (Factory Installed) 10,000# GVW</b>	X	
<b>6.2L EFI V8 Cylinder Gas Engine</b>	X	
<b>6 Speed Automatic Transmission</b>	X	
<b>Four Wheel Drive 4X4</b>	X	
<b>Skid Plate Package (Factory Installed)</b>	X	
<b>3.73 Axle; Locking Rear Differential (or equivalent)</b>	X	
<b>Backup Camera</b>	X	
<b>All Terrain or On/Off Road Tires - 10 Ply 'E' rating or greater</b>	X	
<b>Full Sized Spare Tire &amp; Wheel Assembly</b>	X	
<b>SUB-TOTAL AMOUNT</b>	\$ 55,884.00	
<b>DELIVERY TO GLOBE/TITLE FEE/TIRE TAX</b>	<b>OTHER COSTS-Listed</b>	\$ 213.00
<b>SALES TAX</b>	\$ 4,654.97	
<b>TOTAL AMOUNT OF DELIVERED VEHICLE</b>	\$ 60,751.97	

**Delivery Location:** Gila County Fleet Management, 1001 W. Besich Blvd., Globe, AZ

**Estimated Date of Delivery prior to June 30, 2020:** JUNE 29, 2020

**Vendor Name:** LARRY H. MILLER FORD MESA **Vendor Phone**

**BID NO. 121919**

**Replacement of One (1) Sheriff's Office Patrol Vehicle**

**PRICE SHEET**

**DESCRIPTION: Aftermarket Upfitting of One (1) New Ford F250 4x4 Crew Cab for Law Enforcement Use**

*(Build Sheet Must Accompany Proposal)*

MINIMUM SPECIFICATIONS Aftermarket Upfitting of One (1) New Ford F250 4x4 Crew Cab for Law Enforcement Use	QUANTITY	MEETS MINIMUM SPECIFICATIONS	
		YES	NO
***Front of Vehicles***			
***Push Bumper***			
Westin Steel Push Bumper	1	X	
***Steel Push Bumper Lighting ***			
***Front Facing Dual Color LEDs***			
EMPS2STS4D mPower Fascia LED, Stud Mount, 12-LED, Red/White	1	X	
EMPS2STS4E mPower Fascia LED, Stud Mount, 12-LED, Blue/White	1	X	
***Side of Bumper 180 Degree LEDs***			
ENT3B3D Intersector Surface Mount LED Warning Light, Red/White/	1	X	
ENT3B3E Intersector Surface Mount LED Warning Light, Blue/White/	1	X	
***Winch***			
Super Winch 1511201, 11,500lbs Synthetic Rope	1	X	
Remote Snatch-B			
Winch Remote 90932494	1	X	
***Siren Speaker Mounted in Pushbumper***			
ETSS100N 100N Series Professional Composite Speaker	1	X	
***Headlight Flasher***			
ETHFSS-SP 100% SS Multi Pattern Headlight Flasher no	1	X	
***Central Power Distribution and Timer System***			
EX0009 Patrol Power Gen 1 Full Size Panel	1	X	
***Driver Side LED Spotlight***			
W335PL-0002 Unity LED Spot Light, Post Mount Black, 6" Housing	1	X	
189 Utility Installation Kit for Driver Side of F250	1	X	
***Under Mirror Dual Color LEDs***			
ENT2B3D Intersector LED Under Mirror Warning Light, Red/White	1	X	
ENT2B3E Intersector LED Under Mirror Warning Light, Blue/White	1	X	
***Dual Color Light Bar***			
NFORCE 54" Lightbar Front R/W B/W Rear R/A B/A QE035868	1	X	
***Console and Assys***			
CC-MC-18 18" Console (7" slope front/11" level rear)	1	X	

AC-F150-15 MNT Console Floor Plate For 15-*F150 W/ Bucket Seats/	2	X
7120-00723 Gamber Mic Clip Kit	2	X
FP-ICOMA120 Icom A120 Aviation	1	X
FP-VX6000 Troy Face Plate for Vertex 6000 Radio	1	X
AC-INBHG Internal Beverage Holder w/Rubber Pieces	1	X
ETSA481CSP nERGY 400 Series Siren Push Button Controls 100 watt	1	X
FP-ETSA481 4" Face Plate for Sound Off481 Siren Controller	1	X
FP-USB-2DC Faceplate with 2 DC Outlets and a USB	1	X
GamberJohnson 7160-0430 External Brother Printer Mount Armrest	1	X
***Computer Equipment***		
DS-PAN-111-2 Panasonic Toughbook30/31 Docking Station, Full Port Replicator	1	X
LPS-104 Power Supply, 120W, External Mount, 3' Cable, Panasonic	1	X
C-HMD-215 10" Heavy Duty Telescoping Pole, Side Mount	1	X
C-MD-112 11" Slide Out Locking Swing Arm w/Motion Adapter	1	X
***Dual Gun Lock***		
7010-3030-6 Dual Gun Lock GR3 with 2 SC-5HC	1	X
***Other Interior Equipment***		
ECVDMILTAL00 Sound Off White/Red All LED Domelight-Universal	2	X
75458 Stream Light 75458 DS LED HL Piggy Back	1	X
***B to C Pillar Equipment***		
Setina #8XL 75/25 Coated Poly Partition 2020 Ford F250	1	X
Setina Back Seat Divider for 2020 F250	1	X
Setina Aluminum Door Panels	1	X
Setina Poly Window Barriers	1	X
EMPS2ST4J mPower Fascia LED, Stud Mount, 12-LED Red/Blue	2	X
PMP2BKDGAI 90 deg Adjustable Mounting Bracket for mPower LED	2	X
***Rear Window Lightbar***		
EL3H08A00J Ultralite8 Module Inter LED Lightbar R/B Split	1	X
***LEDs Between Rear Bumper and Tailgate***		
EMPS2SMS4J mPower 4" 12LED Dual Color Screw Mount Lights	4	X
***Tail Flasher***		
ETFBSSN-P Sound Off Backflash Module. Ford	1	X
***Kustom Signal Radar Unit***		
Kustom Signal CRS39 Eagle II Dual, KA-Band DCM w/TruTrak	1	X
470254 WeBoost Drive Reach Fleet Signal Booster Kit	1	X
***Prewire for Watchguard Video***		
MISC GPS Antenna	1	X

<b>***Radio Equipment***</b>		
NMOKHFUDFME*25Twenty-Five (25) Foot Radio Coax Cable Kit with FME	4	X
NMOCAPB Larsen Black Plastic Rain Cap for NMO Mount /	1	X
<b>***Tint***</b>		
Tint Window Tinting of Side and Rear Windows	1	X
<b>***Bed Cover***</b>		
FS17-270SX Black Diamondback 3 Lid Cover	1	X
270 4T Side Bin	2	X
SDBS Side Boxes	1	X
B&B Bin Slider	1	X
Tie Down Cleats with Installation	1	X
LABOR FOR INSTALLATION of Listed Equipment		
SHIPPING/HANDLING		
*Run Power and Ground for 2 Radios to Center Console		
<b>SUB – TOTAL AMOUNT</b>	SEE ATTACHED PRICE \$ SHEET ON PAGE 15 FOR COMPLETE BID PRICE \$ INCLUDING AEP UP-FIT	
<b>OTHER COSTS</b>		
<b>SALES TAX</b>		
<b>TOTAL AMOUNT OF DELIVERED VEHICLE</b>		

**Delivery Location:** Gila County Fleet Management, 1001 Besich Blvd., Globe, AZ.

**Estimated Date of Delivery prior to June 30, 2020:** JUNE 29, 2020

**Vendor Name:** LARRY H. MILLER FORD MESA **Vendor Phone Number:** 480 530-9581

**BID NO. 121919**  
**Replacement of One (1) Sheriff's Office Patrol Vehicle**

**PRICE SHEET**

**DESCRIPTION: Aftermarket Vehicle Wrap of One (1) New Ford F250 Crew Cab for Law Enforcement Use**  
**(SEE ATTACHED VENDOR SUPPLIER QUOTE) (WESTERN REPROGRAPHICS)**

*(Build Sheet Must Accompany Proposal)*

<b>MINIMUM SPECIFICATIONS</b> <b>Aftermarket Wrap of One (1) New Ford F250 Crew Cab for Law Enforcement Use (SEE ATTACHED VENDOR SUPPLIER QUOTE) (WESTERN REPROGRAPHICS)</b>	<b>QUANTITY</b>	<b>MEETS MINIMUM SPECIFICATIONS</b> <b>YES NO</b>
SIGN: RTA Full Size Truck 4-Door Short Box F250 Passenger Side 3M EG Reflective Print / Overlam Drivers Side 3M E Reflective Print / Overlam Rear 3m EG Reflective Print / Overlam	1	
<b>INSTALLATION</b> Clean, Prep, Install, Finish	1	
<b>SETUP</b> Design Set:	1	
<b>SUB – TOTAL AMOUNT</b>	ZERO \$ BID BEING OFFERRED WITHOUT THE WRAP. \$ TO BE PAID OUTSIDE DEAL DIRECTLY BY GILA COUNTY	
<b>OTHER COSTS</b>		
<b>SALES TAX</b>		
<b>TOTAL AMOUNT OF DELIVERED VEHICLE</b>		

**Delivery Location:** Gila County Fleet Management, 1001 Besich Blvd., Globe, AZ.

**Estimated Date of Delivery prior to June 30, 2020:** \_\_\_\_\_

**Vendor Name:** \_\_\_\_\_ **Vendor Phone Number:** \_\_\_\_\_

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

STATE OF ARIZONA                     )  
  )ss  
COUNTY OF: MARICOPA         )

SCOTT DIETRICH

(Name of Individual) being first duly sworn, deposes and says:

That he is  
FLEET DIRECTOR

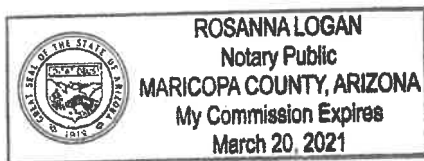
(Title)

of LARRY H. MILLER FORD MESA and  
(Name of Business)

That he is bidding on **Gila County Bid No. 121919 - Replacement of One (1) Sheriff's Office Patrol Vehicle and,**

That neither he nor anyone associated with the said \_\_\_\_\_  
LARRY H. MILLER FORD MESA  
(Name of Business)

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



LARRY H. MILLER FORD MESA

Name of Business

By SCOTT DIETRICH

FLEET DIRECTOR

Title

Subscribed and sworn to before me this 23 day of Jan, 2020.

[Signature]  
Notary Public

My Commission expires:

3-20-21



**BID NO. 121919**

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

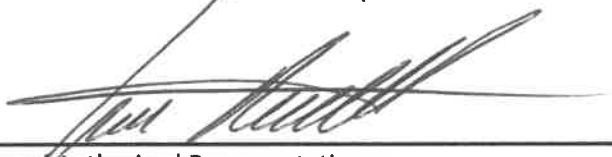
The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (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.

**SCOTT DIETRICH, FLEET DIRECTOR**

Typed Name and Title of Authorized Representative



Signature of Authorized Representative

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

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

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

County shall have the right at any time to inspect the books and records of Vendor and any Subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Vendor's or any Subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Vendor to penalties up to and including suspension or termination of this Contract. If the breach is by a Subcontractor, and the subcontract is suspended or terminated as a result, and Gila County elects to continue the contract with the Vendor, Vendor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement Subcontractor, as soon as possible so as not to delay project completion.

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

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to ensure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Vendor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Vendor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Vendor shall be entitled to an extension of time, but not costs.

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

**SCOTT DIETRICH**

**FLEET DIRECTOR**

**FLEET DIRECTOR**

**Title**

### BIDDERS CHECKLIST & ADDENDA ACKNOWLEDGEMENT

**NOTICE IS HEREBY GIVEN** that all Bid Documents shall be completed, executed, and submitted with this IFB. If bidder fails to complete or execute any portion of the Bid Documents, this IFB will be determined to be "non-responsive" and rejected.

#### CHECKLIST:

##### REQUIRED DOCUMENT

##### COMPLETED AND EXECUTED

QUALIFICATION & CERTIFICATION FORM

X

CERTIFICATION REGARDING DEBARMENT

X

PRICE SHEETS

X

NO COLLUSION AFFADAVIT

X

LEGAL ARIZONA WORKS ACT COMPLIANCE

X

BIDDERS CHECKLIST & ADDENDA ACKNOWLEDGEMENT

X

OFFER PAGE

X

#### ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

	#1	#2	#3	#4	#5
Initials	<u>SD</u>	<u>SD</u>	<u>          </u>	<u>          </u>	<u>          </u>
Date	<u>1/15/20</u>	<u>1/21/20</u>	<u>          </u>	<u>          </u>	<u>          </u>

Signed and dated this 23RD day of JANUARY, 2020

LARRY H. MILLER FORD MESA

VENDOR:

  
BY: (Signature)

Each bid shall be sealed in an envelope addressed to the Gila County Procurement Group and bearing the following statement on the outside of the envelope: **Invitation for Bids: Bid No. 121919 Replacement of One (1) Sheriff's Office Patrol Vehicle.** All bids shall be filed with the Gila County Finance Department at the Copper Building, 1400 E. Ash St., Globe, AZ on or before February 4, 2020, 11:00 A.M.

**BID NO. 121919**  
**Replacement of One (1) Sheriff's Office Patrol Vehicle**

---

**OFFER PAGE**

**TO GILA COUNTY:**

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

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

**CONTRACT NUMBER: 121919 Replacement of One (1) Sheriff's Office Patrol Vehicle**

**Firm Submitting Bid:**

LARRY H. MILLER FORD MESA  
Company Name  
460 E AUTO CENTER DRIVE  
Address  
MESA                      AZ                      85204  
City                              State                              Zip

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

Name: THERESA WORTHEN  
Phone No.: 480 530-9581  
Fax 480 530-9599  
Email: theresa.worthen@lhmauto.com

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

SCOTT DIETRICH  
Printed Name

FLEET DIRECTOR  
Title

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

**BID NO. 121919**  
**Replacement of One (1) Sheriff's Office Patrol Vehicle**

---

**ACCEPTANCE OF OFFER**  
(For Gila County use only)

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

The Vendor \_\_\_\_\_ is now bound to provide the materials or services listed in Invitation for Bid No.: 121919 including all terms and conditions, specifications, amendments, etc. and the Vendor's Offer as accepted by County entity.

The contract shall henceforth be referenced to as **Contract No. 121919**. The Vendor has been cautioned not to commence any billable work or to provide any material or service under this Contract until Vendor receives written notice to proceed from Gila County.

**Awarded this \_\_\_\_\_ day of \_\_\_\_\_, 2020**

**GILA COUNTY BOARD OF SUPERVISORS:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



## Quotation

Date Jan 16, 2020	Page 1
Order Number QTE0026226	

### Arizona Emergency Products

3433 E Wood St  
Phoenix, AZ 85040  
Phone: (602) 453-9111  
Fax: (602) 453-3743

**Sold To:**

Larry H. Miller Ford, Mesa  
460 E. Auto Center Drive  
Mesa, AZ 85204  
US

**Ship To:**

Larry H. Miller Ford, Mesa  
460 E. Auto Center Drive  
Mesa, AZ, 85204  
US

Reference 2020 F250 Full Patrol Build	PO Number	Customer No. LAR10604	Salesperson TFH	Order Date Jan 16, 2020	Ship Via	Terms NET30
--	-----------	--------------------------	--------------------	----------------------------	----------	----------------

Year 2020	Make Ford	Model F250	Color NA	State Contract #
--------------	--------------	---------------	-------------	------------------

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
		Contact Theresa Worthen 623 628-9923 Theresa.worthen@lhmauto.com 2020 F250 Full Patrol Build *** Front of Vehicles *** *** Pushbumper ***			
1.00	MISC90000 / MISC	Westin Steel Pushbumper *** Steel Pushbumper lighting *** *** Front Facing Dual Color LEDs ***	863.2700	N	863.27
1.00	LEDS03386 / EMPS2STS4D	mPower Fascia LED, Stud Mount, 12-LED, Red/White	98.0000	N	98.00
1.00	LEDS03387 / EMPS2STS4E	mPower Fascia LED, Stud Mount, 12-LED, Blue/White *** Side of Bumper 180 Degree LEDs ***	98.0000	N	98.00
1.00	LEDS02941 / ENT3B3D	Intersector Surface Mount LED Warning Light, Red/White	149.0000	N	149.00

Quotation continued on next page ...



## Quotation

<b>Date</b> Jan 16, 2020	<b>Page</b> 2
<b>Order Number</b> QTE0026226	

### Arizona Emergency Products

3433 E Wood St  
Phoenix, AZ 85040  
**Phone:** (602) 453-9111  
**Fax:** (602) 453-3743

#### Sold To:

Larry H. Miller Ford, Mesa  
460 E. Auto Center Drive  
Mesa, AZ 85204  
US

#### Ship To:

Larry H. Miller Ford, Mesa  
460 E. Auto Center Drive  
Mesa, AZ, 85204  
US

Reference	PO Number	Customer No.	Salesperson	Order Date	Ship Via	Terms
2020 F250 Full Patrol Build		LAR10604	TFH	Jan 16, 2020		NET30

Year	Make	Model	Color	State Contract #
2020	Ford	F250		NA

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
1.00	LEDS02942 / ENT3B3E	Intersector Surface Mount LED Warning Light, Blue/White  *** Winch ***	149.0000	N	149.00
1.00	MISC90000 / MISC	Super Winch 1511201 11,500lbs Synthetic Rope Remote Snatch-B	892.1800	N	892.18
1.00	MISC90000 / MISC	Winch Remote 90932494  *** Siren Speaker mounted in Pushbumper***	49.0000	N	49.00
1.00	SIRE00475 / ETSS100N	100N SERIES PROFESSIONAL COMPOSITE SPEAKER  *** Headlight Flasher ***	150.5000	N	150.50
1.00	FLAS00095 / ETHFSS-SP	100% SS multi pattern headlight flasher no  *** Central Power Distribution and Timer System ***	35.0000	N	35.00
1.00	PATC00234 / EX0009	PATROL POWER GEN 1 FULL SIZED PANEL  *** A to B Pillar ***	599.0000	N	599.00

Quotation continued on next page...



## Quotation

Date Jan 16, 2020	Page 3
Order Number QTE0026226	

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Reference	PO Number	Customer No.	Salesperson	Order Date	Ship Via	Terms
2020 F250 Full Patrol Build		LAR10604	TFH	Jan 16, 2020		NET30

Year	Make	Model	Color	State Contract #
2020	Ford	F250		NA

Qty. Ord.	Item / Vendor Part Number		Description	Unit Price	Tax	Extended Price
			*** Driver Side LED Spotlight ***			
1.00	SPOT00393	/ W335PL-0002	Unity/ Whelen LED Spot Light, Post Mount Black6" Housing	398.0000	N	398.00
1.00	SPOT00106	/ 189	Unity Installation Kit for driver side of F250	30.3100	N	30.31
			*** Under Mirror Dual Color LEDs ***			
1.00	LEDS02939	/ ENT2B3D	Intersector LED Under Mirror Warning Light, Red/White	149.0000	N	149.00
1.00	LEDS02940	/ ENT2B3E	Intersector LED Under Mirror Warning Light, Blue/White	149.0000	N	149.00
			*** Dual Color Light Bar ***			
1.00	LBAR02906	/ ENFLBS1254	NFORCE 54" LIGHTBAR Front R/W B/W Rear R/A B/A QE035868	2,031.0000	N	2,031.00
			*** Console and Assys ***			
1.00	CONS00744	/ CC-MC-18	18" Console (7" slope front/11" level rear).	395.4200	N	395.42
1.00	CONS01434	/ AC-F150-15-MNT	CONSOLE FLOOR PLATE FOR 15-* F-150 W/ BUCKET SEATS	0.0000	N	0.00

Quotation continued on next page ...





## Quotation

<b>Date</b> Jan 16, 2020	<b>Page</b> 4
<b>Order Number</b> QTE0026226	

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US

<b>Reference</b> 2020 F250 Full Patrol Build	<b>PO Number</b>	<b>Customer No.</b> LAR10604	<b>Salesperson</b> TFH	<b>Order Date</b> Jan 16, 2020	<b>Ship Via</b>	<b>Terms</b> NET30
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<b>Year</b> 2020	<b>Make</b> Ford	<b>Model</b> F250	<b>Color</b>	<b>State Contract #</b> NA
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Qty. Ord.	Item / Vendor Part Number		Description	Unit Price	Tax	Extended Price
2.00	CONS01590	/ 7120-0723	Gamber Mic Clip Kit	8.2500	N	16.50
1.00	FACE00731	/ FP-ICOMA120	Icom A120 Aviation	0.0000	N	0.00
1.00	FACE00770	/ FP-VX6000	Troy face plate for Vertex 6000 Radio	0.0000	N	0.00
1.00	CONS00720	/ AC-INBHG	Internal Beverage Holder w/Rubber Pieces Priced with	45.0000	N	45.00
1.00	SIRE00407	/ ETSA481CSP	nERGY 400 series siren push button controls 100 watt	326.5000	N	326.50
1.00	FACE00682	/ FP-ETSA481	4" FACE PLATE FOR SOUND OFF481 SIREN CONTROLLER	0.0000	N	0.00
1.00	FACE00713	/ FP-USB-2DC	Faceplate with 2 DC Outlets and a USB	46.2900	N	46.29
1.00	MISC90000	/ MISC	GamberJohnson 7160-0430 External Brother Printer Mount Armre  *** Computer Equipment ***	289.1000	N	289.10
1.00	COMP00655	/ DS-PAN-111-2	Panasonic Toughbook 30/31 Docking Station, Full Port Repli PB 2012-09-01	794.6000	N	794.60
1.00	VACC00338	/ LPS-104	Power Supply, 120W, External Mount, 3' cable, Panasonic	165.9400	N	165.94

Quotation continued on next page ...



## Quotation

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### Arizona Emergency Products

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Mesa, AZ 85204  
US

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<b>Reference</b> 2020 F250 Full Patrol Build	<b>PO Number</b>	<b>Customer No.</b> LAR10604	<b>Salesperson</b> TFH	<b>Order Date</b> Jan 16, 2020	<b>Ship Via</b>	<b>Terms</b> NET30
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<b>Year</b> 2020	<b>Make</b> Ford	<b>Model</b> F250	<b>Color</b>	<b>State Contract #</b> NA
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Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
		PB 2012-09-01			
1.00	COMP01753 / C-HDM-215	10" Heavy Duty Telescoping Pole, Side Mount	104.6300	N	104.63
1.00	CONS01454 / C-MD-112	11" Slide Out Locking Swing Arm W/ Motion Adapter	255.4100	N	255.41
		*** Dual Gun Lock ***			
1.00	GUNM00659 / 7010-3030-6	Dual Gun Lock GR3 with 2 SC-5HC	498.5700	N	498.57
		*** Other Interior Equipment ***			
2.00	DOME00005 / ECVDMLTAL00	SOUND OFF WHITE/RED ALL LED DOMELIGHT-UNIVERSAL	45.0000	N	90.00
1.00	FLAS00175 / 75458	Stream light 75458 DS LED HL Piggy Back	184.3300	N	184.33
		*** B to C Pillar Equipment ***			
1.00	MISC90000 / MISC	Setina #8XL 75/25 Coated Poly Partition 2020 Ford F250	679.1500	N	679.15
1.00	MISC90000 / MISC	Setina Back Seat Divider for 2020 F250	431.2000	N	431.20
1.00	MISC90000 / MISC	Setina Aluminum Door Panels	152.1500	N	152.15
Quotation continued on next page ...					



## Quotation

Date Jan 16, 2020	Page 6
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Reference 2020 F250 Full Patrol Build	PO Number	Customer No. LAR10604	Salesperson TFH	Order Date Jan 16, 2020	Ship Via	Terms NET30
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Year 2020	Make Ford	Model F250	Color NA	State Contract #
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Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
1.00	MISC90000 / MISC	Setina Poly Window Barriers  *** Rear Side Window LEDs ***	211.6500	N	211.65
2.00	LEDS03388 / EMPS2STS4J	mPower Fascia LED, Stud Mount, 12-LED, Red/Blue	98.0000	N	196.00
2.00	LEDS03364 / PMP2BKDGAJ	90 deg Adjustable Mounting Bracket for mPower LED  *** Rear Window Lightbar ***	6.0000	N	12.00
1.00	LBAR00013 / EL3H08A00J	ULTRALITE 8 MODULE INTER LED LIGHTBAR R/B SPLIT PL 2013-01-01  *** LEDs between rear bumper and tailgate ***	333.5000	N	333.50
4.00	LEDS03508 / EMPS2SMS4J	mPower 4" 12LED Dual Color Screw Mount Lights  *** Tail Flasher ***	98.0000	N	392.00
1.00	FLAS00022 / ETFBSSN-P	Sound Off backflash module. Ford  *** Kustom Signal Radar Unit ***	38.5000	N	38.50

Quotation continued on next page ...



## Quotation

Date Jan 16, 2020	Page 7
Order Number QTE0026226	

### Arizona Emergency Products

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US

Reference	PO Number	Customer No.	Salesperson	Order Date	Ship Via	Terms
2020 F250 Full Patrol Build		LAR10604	TFH	Jan 16, 2020		NET30

Year	Make	Model	Color	State Contract #
2020	Ford	F250		NA

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
1.00	MISC90000 / MISC	Kustom Signal CRS39 Eagle II Dual, KA-Band DCM w/TruTrak  *** Weboost Fleet Cell Booster ***	1,461.0000	N	1,461.00
1.00	VACC02174 / 470254	WeBoost Drive Reach fleet signal booster kit  *** Prewire for Watchguard Video ***	499.0000	N	499.00
1.00	MISC90000 / MISC	APGPS30-A-S1-W-19 GPS only Antenna with male TNC connector  *** Radio Equipment ***	79.6600	N	79.66
4.00	ANTE00364 / NMOKHFUDFME*	Twenty-Five (25) Foot Radio Coax Cable Kit with FME	19.9000	N	79.60
1.00	ANTE00056 / NMOCAPB	LARSEN BLACK PLASTIC RAIN CAP FOR NMO MOUNT  *** Tint ***	5.0000	N	5.00
1.00	UTIL00835 / Tint	Window Tinting of side and rear windows  *** Bed Cover ***	225.0000	N	225.00
Quotation continued on next page ...					



## Quotation

<b>Date</b> Jan 16, 2020	<b>Page</b> 8
<b>Order Number</b> QTE0026226	

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<b>Reference</b> 2020 F250 Full Patrol Build	<b>PO Number</b>	<b>Customer No.</b> LAR10604	<b>Salesperson</b> TFH	<b>Order Date</b> Jan 16, 2020	<b>Ship Via</b>	<b>Terms</b> NET30
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<b>Year</b> 2020	<b>Make</b> Ford	<b>Model</b> F250	<b>Color</b>	<b>State Contract #</b> NA
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Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
1.00	MISC90000 / MISC	FS17-270SX Black Diamondback 3 lid cover	2,149.0000	N	2,149.00
2.00	MISC90000 / MISC	FS17-270S-4T - 270 4T Side Bin	199.0000	N	398.00
1.00	MISC90000 / MISC	SDBS - Side Boxes (2) - fits beds 6'-6'11"	199.0000	N	199.00
1.00	MISC90000 / MISC	B&B bin slider	1,895.0000	N	1,895.00
1.00	MISC90000 / MISC	ACC-CLT-6390-4 - Tie Down Cleets with installation	66.0000	N	66.00
58.00	LABO90060 / LABOR	Installation Labor	65.0000	N	3,770.00
1.00	INST05440 / AEP-Misc	Shop Supplies	100.0000	N	100.00
		Shipping		N	500.00

Thank you for the opportunity to earn your business			<b>Parts</b>	18,654.96
Terms & Conditions:			<b>Labor / Services</b>	3,770.00
• Estimates valid for 60 days			<b>Trans / Trip / Fee</b>	0.00
• Orders will be invoiced upon notification of completion			<b>Shipping</b>	500.00
• Returns subject to 25% restocking fee. No returns on special order items.			<b>Order Discount</b>	0.00
• Credit Card payments accepted for payments of orders/invoicing totaling \$10,000 or less only.			<b>Subtotal</b>	22,924.96
SIGNATURE (not required if PO/contract is issued) _____			<b>Total sales tax</b>	0.00
			<b>Total order</b>	22,924.96

**Prepared for:**

GILA COUNTY

Prepared by: THERESA WORTHEN

01/20/2020

Larry H. Miller Ford Mesa | 460 E Auto Center Dr Mesa Arizona | 852046500



2020 F-250 4x4 SD Crew Cab 6.75' box 160" WB SRW XL (W2B)

Price Level: 35

**As Configured Vehicle**

Code	Description	MSRP
W2B	Base Vehicle Price (W2B)	\$40,095.00
600A	Order Code 600A	N/C
996	Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel	Included
44S	Transmission: TorqShift-G 6-Spd Auto w/SelectShift	Included
X3E	Electronic-Locking w/3.73 Axle Ratio	\$390.00
STDGV	GVWR: 10,000 lb Payload Package	Included
TBM	Tires: LT245/75Rx17E BSW A/T	\$165.00
64A	Wheels: 17" Argent Painted Steel	Included
1	Cloth 40/20/40 Split Bench Seat	\$315.00
160WB	160" Wheelbase	STD
90L	Power Equipment Group	\$1,125.00
41P	Transfer Case & Fuel Tank Skid Plates	\$100.00
PAINT	Monotone Paint Application	STD
43C	110V/400W Outlet	Included
587	Radio: AM/FM Stereo w/MP3 Player	Included
913	SYNC 3 Communications & Entertainment System	\$450.00
525	Steering Wheel-Mounted Cruise Control (LPO)	\$235.00
425	50-State Emissions System	STD
1S_02	Medium Earth Gray	N/C
Z1_01	Oxford White	N/C
<b>SUBTOTAL</b>		<b>\$42,875.00</b>
<b>Destination Charge</b>		<b>\$1,595.00</b>

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

**Prepared for:**

GILA COUNTY

Prepared by: THERESA WORTHEN

01/20/2020

Larry H. Miller Ford Mesa | 460 E Auto Center Dr Mesa Arizona | 852046500



2020 F-250 4x4 SD Crew Cab 6.75' box 160" WB SRW XL (W2B)

Price Level: 35

**As Configured Vehicle (cont'd)**

Code	Description	MSRP
TOTAL		\$44,470.00

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**Prepared for:**

GILA COUNTY

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01/20/2020

Larry H. Miller Ford Mesa | 460 E Auto Center Dr Mesa Arizona | 852046500



2020 F-250 4x4 SD Crew Cab 6.75' box 160" WB SRW XL (W2B)

Price Level: 35

## Selected Equip & Specs

### Dimensions

- Exterior length: 250.0"
- Exterior width: 80.0"
- Wheelbase: 160.0"
- Rear track: 67.2"
- Min ground clearance: 8.2"
- Rear legroom: 43.6"
- Rear headroom: 40.4"
- Rear hiproom: 64.7"
- Rear shoulder room: 65.9"
- Approach angle: 17.9 deg
- Cargo volume: 52.1cu.ft.
- Box length: 81.9"
- Cab to axle: 39.9"
- Exterior height: 81.5"
- Front track: 68.3"
- Turning radius: 26.5'
- Front legroom: 43.9"
- Front headroom: 40.8"
- Front hiproom: 62.5"
- Front shoulder room: 66.7"
- Passenger volume: 131.7cu.ft.
- Departure angle: 22.1 deg
- Maximum cargo volume: 52.1cu.ft.

### Powertrain

- 385hp 6.2L SOHC 16 valve V-8 engine with variable valve control, SMPI
- federal
- Part-time
- Fuel Economy Highway: N/A
- Recommended fuel : regular unleaded
- TorqShift-G 6 speed automatic transmission with overdrive
- Fuel Economy Cty: N/A

### Suspension/Handling

- Front Mono-beam non-independent suspension with anti-roll bar, HD shocks
- Firm ride Suspension
- Front and rear 17 x 7.5 argent steel wheels
- Rear rigid axle leaf spring suspension with HD shocks
- Hydraulic power-assist re-circulating ball Steering
- \* **LT245/75SR17 EBSW AT front and rear tires**

### Body Exterior

- 4 doors
- Conventional right rear passenger
- \* **Turn signal indicator in mirrors**
- Black bumpers
- Bed-rail protectors
- Box style: regular
- Front and rear 17 x 7.5 wheels
- Conventional left rear passenger
- \* **Driver and passenger power remote heated, manual folding door mirrors with turn signal indicator**
- Black door mirrors
- Class V trailer hitch with trailer sway control
- Trailer harness
- Clearcoat paint
- 2 front tow hook(s)

### Convenience

- Manual air conditioning with air filter
- \* **Cruise control with steering wheel controls**

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**Prepared for:**

GILA COUNTY

Prepared by: THERESA WORTHEN

01/20/2020

Larry H. Miller Ford Mesa | 460 E Auto Center Dr Mesa Arizona | 852046500



2020 F-250 4x4 SD Crew Cab 6.75' box 160" WB SRW XL (W2B)

Price Level: 35

## Selected Equip & Specs (cont'd)

- \* **Power windows**
- \* **Driver and passenger 1-touch down**
- Manual tilt steering wheel
- Day-night rearview mirror
- \* **SYNC 3 911 Assist emergency SOS**
- 2 1st row LCD monitors
- Passenger visor mirror
- \* **Driver and passenger door bins**
- \* **Driver and passenger 1-touch up**
- \* **Remote power door locks with 2 stage unlock and illuminated entry**
- Manual telescopic steering wheel
- FordPass Connect 4G LTE WiFi internet access
- Wireless phone connectivity
- Front and rear cupholders
- Full overhead console
- \* **Rear door bins**

## Seats and Trim

- Seating capacity of 6
- 4-way driver seat adjustment
- 4-way passenger seat adjustment
- 60-40 folding rear split-bench seat
- Front 40-20-40 split-bench seat
- Manual driver lumbar support
- Centre front armrest with storage
- \* **Cloth seat upholstery**

## Entertainment Features

- AM/FM stereo radio
- Steering wheel mounted radio controls
- Streaming audio
- \* **SYNC 3 external memory control**
- 4 speakers
- Fixed antenna

## Lighting, Visibility and Instrumentation

- Halogen aero-composite headlights
- Fully automatic headlights
- Light tinted windows
- Tachometer
- Compass
- Camera(s) - rear
- Trip computer
- \* **Configurable digital/analog gauges**
- Delay-off headlights
- Variable intermittent front windshield wipers
- Front and rear reading lights
- Oil pressure gauge
- Outside temperature display
- Low tire pressure warning
- Trip odometer

## Safety and Security

- 4-wheel ABS brakes
- 4-wheel disc brakes
- ABS and driveline traction control
- Dual seat mounted side impact airbag supplemental restraint system
- \* **Remote activated perimeter/approach lighting**
- Brake assist with hill hold control
- AdvanceTrac w/Roll Stability Control Electronic stability control
- Dual front impact airbag supplemental restraint system
- Safety Canopy System curtain 1st and 2nd row overhead airbag supplemental restraint system
- \* **Power remote door locks with 2 stage unlock and panic alarm**

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**Prepared for:**

GILA COUNTY

Prepared by: THERESA WORTHEN

01/20/2020

Larry H. Miller Ford Mesa | 460 E Auto Center Dr Mesa Arizona | 852046500



2020 F-250 4x4 SD Crew Cab 6.75' box 160" WB SRW XL (W2B)

Price Level: 35

**Selected Equip & Specs (cont'd)**

- \* Security system with SecuriLock immobilizer
- Manually adjustable front head restraints
- MyKey restricted driving mode
- 3 manually adjustable rear head restraints

**Dimensions***General Weights*

* Curb.....	6,553 lbs.	GVWR.....	10,000 lbs.
Payload.....	3,470 lbs.		

*Front Weights*

Front GAWR.....	4,800 lbs.	* Front curb weight.....	3,863 lbs.
Front axle capacity.....	6,000 lbs.	Front spring rating.....	4,800 lbs.
Front tire/wheel capacity.....	6,390 lbs.		

*Rear Weights*

Rear GAWR.....	6,340 lbs.	* Rear curb weight.....	2,690 lbs.
Rear axle capacity.....	6,200 lbs.	Rear spring rating.....	6,340 lbs.
Rear tire/wheel capacity.....	6,390 lbs.		

*Trailer Type*

Type.....	Regular	Harness.....	Yes
Class.....	V	Hitch.....	Yes
Trailer sway control.....	Yes		

*General Trailering*

5th-wheel towing capacity.....	12500 lbs.	Gooseneck towing capacity.....	12500 lbs.
Towing capacity.....	12500 lbs.	GCWR.....	19500 lbs.

*Fuel Tank type*

Capacity.....	34 gal.
---------------	---------

*Off Road*

Approach angle.....	18 deg	Departure angle.....	22 deg
Ramp breakover angle.....	23 deg	Min ground clearance.....	8 "
Load floor height.....	38 "		

*Exterior cargo*

Length.....	81.9 "	Minimum width.....	50.5 "
Volume.....	65.4 cu.ft.	Pickup box depth.....	21.1 "
Maximum width.....	66.9 "	Tailgate width.....	60.5 "

*Interior cargo*

Cargo volume.....	52.1 cu.ft.	Maximum cargo volume.....	52.1 cu.ft.
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**Powertrain**

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**Prepared for:**

GILA COUNTY

Prepared by: THERESA WORTHEN

01/20/2020

Larry H. Miller Ford Mesa | 460 E Auto Center Dr Mesa Arizona | 852046500



2020 F-250 4x4 SD Crew Cab 6.75' box 160" WB SRW XL (W2B)

Price Level: 35

**Selected Equip & Specs (cont'd)***Engine Type*

Block material.....Iron  
 Head material.....Aluminum  
 Injection.....Sequential MPI  
 Orientation.....Longitudinal  
 Valves per cylinder.....2  
 Variable valve control.....Yes

Cylinders.....V-8  
 Ignition.....Spark  
 Liters.....6.2L  
 Recommended fuel.....Regular unleaded  
 Valvetrain.....SOHC

*Engine Spec*

Bore.....4.02"  
 Displacement.....379 cu.in.

Compression ratio.....9.8:1  
 Stroke.....3.74"

*Engine Power*

SAEJ1349 AUG2004 compliant.....Yes  
 Torque.....430 ft.-lb @ 3,800 RPM

Output.....385 HP @ 5,750 RPM

*Alternator*

\*Type.....HD

\*Amps.....200

*Battery*

Amp hours.....72  
 Run down protection.....Yes

Cold cranking amps.....650

*Transmission*

Electronic control.....Yes  
 Overdrive.....Yes  
 Type.....Automatic

Lock-up.....Yes  
 Speed.....6

*Transmission Gear Ratios*

1st.....4.17  
 3rd.....1.52  
 5th.....0.87  
 Reverse Gear ratios.....3.4

2nd.....2.34  
 4th.....1.14  
 6th.....0.69

*Transmission Torque Converter*

Stall ratio.....2.01

*Transmission Extras*

Driver selectable mode.....Yes  
 Oil cooler.....Regular duty

Sequential shift control.....SelectShift

*Drive Type*

4wd type.....Part-time

Type.....Four-wheel

*Drive Feature*

Traction control.....ABS and driveline

Locking hub control.....Auto

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**Prepared for:**

GILA COUNTY

Prepared by: THERESA WORTHEN

01/20/2020

Larry H. Miller Ford Mesa | 460 E Auto Center Dr Mesa Arizona | 852046500



2020 F-250 4x4 SD Crew Cab 6.75' box 160" WB SRW XL (W2B)

Price Level: 35

**Selected Equip & Specs (cont'd)**

Transfer case shift.....	Electronic	* Rear locking differential .....	Driver selectable
<i>Drive Axle</i>			
Ratio.....	3.73		
<i>Exhaust</i>			
Material.....	Stainless steel	System type.....	Single
<i>Emissions</i>			
CARB.....	Federal		
<i>Fuel Economy</i>			
Fuel type.....	Gasoline		
<i>Fuel Economy (Alternate 1)</i>			
Fuel type.....	E85		
<i>Acceleration</i>			
0-60 mph (s).....	6.77		
<i>1/4 Mile</i>			
Seconds.....	15.2	Speed.....	91 mph
<i>Skid Pad</i>			
Lateral acceleration (g).....	0.6		
<i>Slalom</i>			
Speed.....	50 mph		

**Driveability**

<i>Brakes</i>			
ABS.....	4-wheel	ABS channels.....	4
Type.....	4-wheel disc	Vented discs.....	Front and rear
<i>Brake Assistance</i>			
Brake assist.....	Yes	Hill hold control.....	Yes
<i>Suspension Control</i>			
Ride.....	Firm	Electronic stability control .....	Stability control with anti-roll
<i>Front Suspension</i>			
Independence.....	Mono-beam non-independent	Anti-roll bar.....	Regular
<i>Front Spring</i>			
Type.....	Coil	Grade.....	Regular
<i>Front Shocks</i>			

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2020 F-250 4x4 SD Crew Cab 6.75' box 160" WB SRW XL (W2B)

Price Level: 35

**Selected Equip & Specs (cont'd)**

Type.....	HD		
<i>Rear Suspension</i>			
Independence.....	Rigid axle	Type.....	Leaf
<i>Rear Spring</i>			
Type.....	Leaf	Grade.....	HD
<i>Rear Shocks</i>			
Type.....	HD		
<i>Steering</i>			
Activation.....	Hydraulic power-assist	Type.....	Re-circulating ball
<i>Steering Specs</i>			
# of wheels.....	2		

**Exterior**

<i>Front Wheels</i>			
Diameter.....	17"	Width.....	7.50"
<i>Rear Wheels</i>			
Diameter.....	17"	Width.....	7.50"
<i>Spare Wheels</i>			
Wheel material.....	Steel		
<i>Front and Rear Wheels</i>			
Appearance.....	Argent	Material.....	Steel
Covers.....	Hub		
<i>Front Tires</i>			
Aspect.....	75	Diameter.....	17"
Sidewalls.....	BSW	Speed.....	S
*Tread.....	AT	Type.....	LT
Width.....	245mm	LT load rating.....	E
RPM.....	645		
<i>Rear Tires</i>			
Aspect.....	75	Diameter.....	17"
Sidewalls.....	BSW	Speed.....	S
*Tread.....	AT	Type.....	LT
Width.....	245mm	LT load rating.....	E
RPM.....	645		
<i>Spare Tire</i>			
Mount.....	Underbody w/crankdown	Type.....	Full-size

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**Prepared for:**

GILA COUNTY

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Larry H. Miller Ford Mesa | 460 E Auto Center Dr Mesa Arizona | 852046500

2020 F-250 4x4 SD Crew Cab 6.75' box 160" WB SRW XL (W2B)

Price Level: 35

**Selected Equip & Specs (cont'd)****Wheels**

Front track..... 68.3"  
Turning radius..... 26.5'

Rear track..... 67.2"  
Wheelbase..... 160.0"

**Body Features**

Front license plate bracket..... Yes  
Body material..... Aluminum  
Front tow hook(s)..... 2

\* Skid plate(s)..... 2  
Side impact beams..... Yes

**Body Doors**

Door count..... 4  
Right rear passenger..... Conventional

Left rear passenger..... Conventional  
Rear cargo..... Tailgate

**Pickup**

Box style..... Regular

Bed-rail protectors..... Yes

**Exterior Dimensions**

Length..... 250.0"  
Body height..... 81.5"  
Frame section modulus..... 10.7cu.in.  
Front bumper to Front axle..... 38.2"

Body width..... 80.0"  
Cab to axle..... 39.9"  
Frame yield strength (psi)..... 50000.0  
Front bumper to back of cab..... 151.8"

**Safety****Airbags**

Driver front-impact..... Yes  
Overhead... Safety Canopy System curtain 1st  
and 2nd row  
Passenger side-impact..... Seat mounted

Driver side-impact..... Seat mounted  
Passenger front-impact..... Yes

**Seatbelt**

Rear centre 3 point..... Yes

Height adjustable..... Front

**Security**

Immobilizer..... SecuriLock  
Restricted driving mode..... MyKey

\* Panic alarm..... Yes

**Seating****Passenger Capacity**

Capacity..... 6

**Front Seats**

Split..... 40-20-40

Type..... Split-bench

**Driver Seat**

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2020 F-250 4x4 SD Crew Cab 6.75' box 160" WB SRW XL (W2B)

Price Level: 35

**Selected Equip & Specs (cont'd)**

Fore/aft.....	Manual	Reclining.....	Manual
Way direction control.....	4	Lumbar support.....	Manual
<b>Passenger seat</b>			
Fore/aft.....	Manual	Reclining.....	Manual
Way direction control.....	4		
<b>Front Head Restraint</b>			
Control.....	Manual	Type.....	Adjustable
<b>Front Armrest</b>			
Centre.....	Yes	Storage.....	Yes
<b>Rear Seats</b>			
Descriptor.....	Split-bench	Facing.....	Front
Folding.....	60-40	Folding position.....	Fold-up cushion
Type.....	Fixed		
<b>Rear Head Restraints</b>			
Control.....	Manual	Type.....	Adjustable
Number.....	3		
<b>Front Seat Trim</b>			
* Material.....	Cloth	* Back material.....	Cloth
<b>Rear Seat Trim Group</b>			
* Material.....	Cloth	Back material.....	Carpet

**Convenience**

<b>AC And Heat Type</b>			
Air conditioning.....	Manual	Air filter.....	Yes
Underseat ducts.....	Yes		
<b>Audio System</b>			
Radio.....	AM/FM stereo	Radio grade.....	Regular
Seek-scan.....	Yes	* External memory control.....	SYNC 3
<b>Audio Speakers</b>			
Speaker type.....	Regular	Speakers.....	4
<b>Audio Controls</b>			
Steering wheel controls.....	Yes	Voice activation.....	Yes
Streaming audio.....	Bluetooth yes		
<b>Audio Antenna</b>			
Type.....	Fixed		

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2020 F-250 4x4 SD Crew Cab 6.75' box 160" WB SRW XL (W2B)

Price Level: 35

**Selected Equip & Specs (cont'd)***LCD Monitors*

1st row.....	2	* Primary monitor size (inches).....	8
--------------	---	--------------------------------------	---

*Cruise Control*\* Cruise control **With steering wheel controls***Convenience Features*

* Retained accessory power.....	Yes	12V DC power outlet.....	2
* Emergency SOS.....	SYNC 3 911 Assist	Wireless phone connectivity.....	Bluetooth
* Smart device integration.....	Mirroring		

*Door Lock Activation*

* Type.....	Power with 2 stage unlock	* Remote.....	Keyfob (all doors)
* Integrated key/remote.....	Yes		

*Door Lock Type*\* Tailgate/rear door lock **Included with power door locks***Door Locks Extra FOB Controls*

Remote engine start ..... Smart device

*Instrumentation Type*

* Display.....	Digital/analog	* Configurable.....	Yes
----------------	----------------	---------------------	-----

*Instrumentation Gauges*

Tachometer.....	Yes	Oil pressure.....	Yes
Engine temperature.....	Yes	Transmission fluid temp.....	Yes
Engine hour meter.....	Yes		

*Instrumentation Warnings*

Oil pressure.....	Yes	Engine temperature.....	Yes
Battery.....	Yes	Lights on.....	Yes
Key.....	Yes	Low fuel.....	Yes
Door ajar.....	Yes	Service interval.....	Yes
Brake fluid.....	Yes	Low tire pressure.....	Tire specific

*Instrumentation Displays*

Clock.....	In-radio display	Compass.....	Yes
Exterior temp.....	Yes	Systems monitor.....	Yes
Camera(s) - rear.....	Yes		

*Instrumentation Feature*

Trip computer.....	Yes	Trip odometer.....	Yes
--------------------	-----	--------------------	-----

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2020 F-250 4x4 SD Crew Cab 6.75' box 160" WB SRW XL (W2B)

Price Level: 35

**Selected Equip & Specs (cont'd)***Steering Wheel Type*

Material..... Urethane  
 Telescoping..... Manual

Tilting..... Manual

*Front Side Windows*

\* Window 1st row activation..... Power

*Windows Rear Side*

\* 2nd row activation..... Power

*Window Features*

\* 1-touch down..... Driver and passenger  
 Tinted..... Light

\* 1-touch up..... Driver and passenger

*Front Windshield*

Wiper..... Variable intermittent

*Rear Windshield*

Window..... Fixed

**Interior***Passenger Visor*

Mirror..... Yes

*Rear View Mirror*

Day-night..... Yes

*Headliner*

Coverage..... Full

Material..... Cloth

*Floor Trim*

Coverage..... Full

Covering..... Vinyl/rubber

*Trim Feature*

Gear shift knob..... Urethane

Interior accents..... Chrome

*Lighting*

Dome light type..... Fade

Front reading..... Yes

\* Illuminated entry..... Yes

Rear reading..... Yes

Variable IP lighting..... Yes

*Overhead Console Storage*

Storage..... Yes

Type..... Full

*Storage*

\* Driver door bin..... Yes

Front Beverage holder(s)..... Yes

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GILA COUNTY

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01/20/2020

Larry H. Miller Ford Mesa | 460 E Auto Center Dr Mesa Arizona | 852046500

**2020 F-250 4x4 SD Crew Cab 6.75' box 160" WB SRW XL (W2B)**

Price Level: 35

**Selected Equip & Specs (cont'd)**

Glove box.....	Locking	* Passenger door bin.....	Yes
Illuminated.....	Yes	Rear yes.....	Yes
Instrument panel.....	Covered bin	Dashboard.....	Yes
* Rear door bins.....	Yes		
<i>Legroom</i>			
Front.....	43.9"	Rear.....	43.6"
<i>Headroom</i>			
Front.....	40.8"	Rear.....	40.4"
<i>Hip Room</i>			
Front.....	62.5"	Rear.....	64.7"
<i>Shoulder Room</i>			
Front.....	66.7"	Rear.....	65.9"
<i>Interior Volume</i>			
Passenger volume.....	131.7 cu.ft.		

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GILA COUNTY

Prepared by: THERESA WORTHEN

01/20/2020

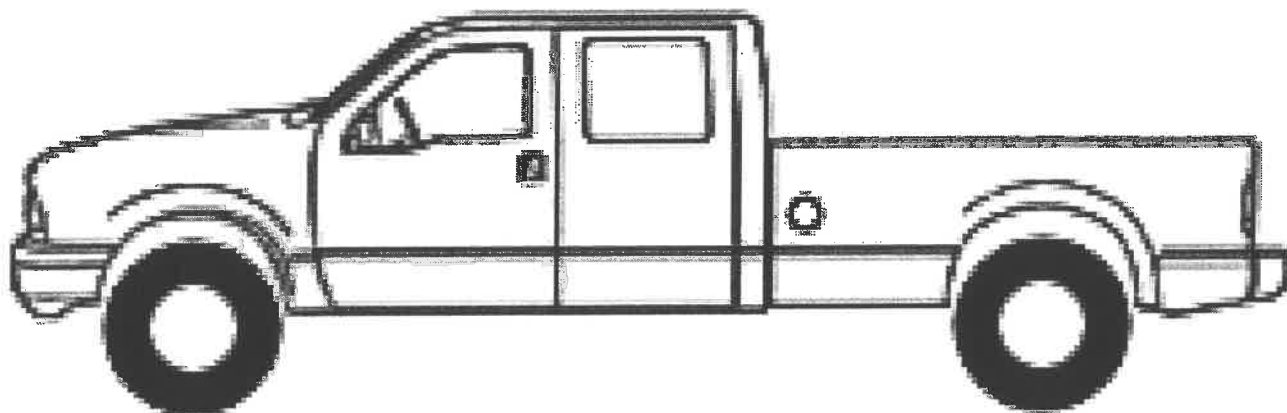
Larry H. Miller Ford Mesa | 460 E Auto Center Dr Mesa Arizona | 852046500

**2020 F-250 4x4 SD Crew Cab 6.75' box 160" WB SRW XL (W2B)**

Price Level: 35

## Vehicle Dimension and Performance Summary

Performance predictions in this report represent an estimate of vehicle performance based on standard operating conditions. Variations in customer equipment, load configuration, ambient conditions, and/or operator driving techniques can cause significant variations in vehicle performance. These values are not representative of results that may be shown in actual dynamometer tests. This report should therefore be used as a guide for comparative vehicle performance.



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Larry H. Miller Ford Mesa | 460 E Auto Center Dr Mesa Arizona | 852046500



2020 F-250 4x4 SD Crew Cab 6.75' box 160" WB SRW XL (W2B)

Price Level: 35

**Vehicle Dimension and Performance Summary (cont'd)***Light Duty*

GVW	Totals
1 Payload - (Payload)	0 lbs
Occupants Weight	900 lbs
Curb Weight (as configured)	6,553 lbs
<b>TOTAL</b>	<b>7,453 lbs</b>
<b>GVWR</b>	<b>10,000 lbs</b>

GCW	Totals
Adjusted Truck GVW	7,453 lbs
Weight of trailer	0 lbs
Weight of trailer cargo	0 lbs
Total Weight of trailer	0 lbs
<b>TOTAL</b>	<b>7,453 lbs</b>
<b>GCWR</b>	<b>19,500 lbs</b>

Highway use only. Ford Motor Company recommends that a separate, functional brake system be used on any towed vehicle or trailer.

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**Prepared for:**

GILA COUNTY

Prepared by: THERESA WORTHEN

01/20/2020

Larry H. Miller Ford Mesa | 460 E Auto Center Dr Mesa Arizona | 852046500



2020 F-250 4x4 SD Crew Cab 6.75' box 160" WB SRW XL (W2B)

Price Level: 35

## Warranty

### Standard Warranty

*Basic*

Distance..... 36,000 miles      Months..... 36 months

*Powertrain*

Distance..... 60,000 miles      Months..... 60 months

*Corrosion Perforation*

Distance..... Unlimited miles      Months..... 60 months

*Roadside Assistance*

Distance..... 60,000 miles      Months..... 60 months

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**ARF-5924**

**Regular Agenda Item 3. J.**

**Regular BOS Meeting**

Meeting Date: 03/10/2020

Submitted For: Steve Sanders, Director

Submitted By: Betty Hurst, Contracts Administrator

Department: Finance

Fiscal Year: 2020

Budgeted?: Yes

Contract Dates 03-10-20 to 06-30-20

Grant?: No

Begin & End:

Matching No

Fund?: Renewal

Requirement?:

---

Information

Request/Subject

Contract Award in Response to Invitation for Bids No. 121919-1 Three New Ford Escape, 4 Door, AWD.

Background Information

The vehicles mentioned in the agenda request will be needed in the fleet in the coming year for the motor pool use. These vehicles would replace vehicles (A-115, A-162, and A-184) and (A-115, A-162, and A-184) will be used as a trade in to prevent increasing the size of the fleet and will be disposed of at auction.

On January 7, 2020, the Gila County Board of Supervisors authorized the newspaper advertisement of Invitation for Bids No. 121919-1-Three New Ford Escape, 4 Door, SWDs. Invitation for Bids No. 121919-1 was advertised in the Arizona Silver Belt newspaper on January 15, 2020, and January 22, 2020. Sealed bids were due on February 6, 2020.

Evaluation

Sealed bids were accepted at the Gila County Finance Department through 11:00 A.M., MST, on February 6, 2020. The Finance Department received competitive bids from three vendors for Invitation for Bids No. 121919-1.

McSpadden Ford met all bid specifications and offered the low bid price at \$32,488.29 per vehicle.

The vehicles mentioned in the agenda request will be needed in the fleet in the coming year for the motor pool use. These vehicles would replace vehicles (A-115, A-162, and A-184) and (A-115, A-162, and A-184) will be used as a trade in to prevent increasing the size of the fleet and will be disposed of at auction.

### Conclusion

The vehicles that will be purchased with this contract will be used by the motor pool to replace older vehicles.

### Recommendation

The Public Works Director recommends that the Board of Supervisors award a contract to McSpadden Ford in the amount of \$97,464.87 for the purchase of three new Ford Escape, 4 Door, AWD vehicles as specified in the McSpadden Ford proposal.

### Suggested Motion

Information/Discussion/Action to review all bids submitted for Invitation for Bids No. 121919-1 to purchase three new Ford Escape, 4 Door, AWD vehicles; award to the lowest, responsible and qualified bidder; and authorize the Chairman's signature on the award contract for the winning bidder. **(Steve Sanders)**

---

### Attachments

Contract No. 121919-1

As Read Bid Results

McSpadden Ford-Sealed Bid

Peoria Ford-Sealed Bid

San Tan Ford-Sealed Bid

---

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

**BID NO. 121919-1**

**THREE (3) New Ford Escape AWD 2.0L ECOBOOST**



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

**\*COUNTY MANAGER\***  
James Menlove





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

1400 E. Ash Street  
Globe, Arizona  
85501

**SOLICITATION NUMBER  
121919-1**

**BID DUE DATE:** Thursday, February 6, 2020

**TIME:** 11:00 AM

**DESCRIPTION:** Three (3) New Ford Escape AWD 2.0L ECOBOOST

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

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

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

Request for submittals after the specified date and time to the Procurement Group shall not be considered. To receive bid documents, contact the Procurement Group at (928) 402-4355 or click on the following link to the County website. [http://www.gilacountyaz.gov/government/finance/procurement/current\\_bids.php](http://www.gilacountyaz.gov/government/finance/procurement/current_bids.php)

Additional instructions for preparing a bid are provided on pages 4-6 of the bid documents to Offerors as contained within the solicitation.

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

All procurement activities conducted by Gila County are in conformance with the rules and regulations of the Gila County Procurement Group Statement of Procedures. A copy of the Gila County Procurement Group Statement of Procedures is available for review in the Deputy Clerk of the Board's office, Globe, AZ.

Payson Roundup advertisement dates: January 15, 2020 and January 22, 2020

**BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.**

Designated Department: Gila County Fleet Management  
Type of contract: Term  
Term of Contract: Twelve Months  
Phone Number: (928) 951-3705

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

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

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

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

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**BID NO. 121919-1**  
**Three (3) New Ford Escape AWD 2.0L ECOBOOST**

---

**GENERAL SCOPE**

It is the intent of this solicitation to award a contract for the Three (3) New Ford Escape AWD 2.0L ECOBOOST for the Sheriff's Office under Fleet Management in Gila County. Vehicles will be fully upfitted with security equipment and the outside shall be wrapped with the Gila County Sheriff logo.

The County may choose to award this contract as a whole, or make multiple awards, depending on what is deemed to be in the County's best interest considering price, specifications, and delivery date. The request for price of an item does not guarantee a purchase but merely provides the County with the option if the need arises.

See attached: **Exhibit "C" Pages 12-13, and Page 15 as specified on Price Sheet for total price being proposed.**

Vendors who agree to provide the Minimum Bid Specifications for this Invitation for Bid shall be considered for award.

**BID NO. 121919-1**  
**Three (3) New Ford Escape AWD 2.0L ECOBOOST**

---

**INSTRUCTIONS TO VENDORS**

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

**EXHIBIT "A" INSTRUCTIONS TO VENDORS**

**Preparation of Sealed Bid**

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

**Amendments**

Any addendum issued as a result of any change in this Invitation for Bids must be acknowledged by all Vendors in the following manner:

**BID NO. 121919-1**  
**Three (3) New Ford Escape AWD 2.0L ECOBOOST**

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*Instructions to Vendors continued...*

1. Completion of the Bidder Checklist & Addenda Acknowledgment form, page 19.

Failure to indicate receipt of addenda in the above manner may result in a bid being rejected as non-responsive. If no addenda have been issued, please indicate so by writing "Not Applicable" in the space provided under #1. The Vendor Checklist & Addenda Acknowledgment form must be signed and dated.

**Inquiries**

Any questions related to this IFB must be directed to those whose names appear on the Notice. Questions should be submitted in writing when time permits. The Gila County Supervisors, at their sole discretion, may require all questions be submitted in writing. Any correspondence related to an Invitation for Bids should refer to the appropriate Invitation for Bids number, page, and paragraph number. However, the Vendor(s) must not place the IFB number on the outside of an envelope containing questions since such an envelope may be identified as a sealed Bid and may not be opened until after the official IFB due date and time. Questions received less than five (5) working days prior to the date for opening Bids will be answered only if time permits. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

**Late Bids**

Any bid received later than the date and time specified on Notice for Sealed Bids shall not be considered.

***Submittal Bid Format:***

It is requested that One (1) Original and One (1) copy (2 TOTAL) with original signatures on both sets of the Qualification and Certification Form, Price Sheets, No Collusion Form, Certification Regarding Debarment, Legal AZ Workers Act Compliance Form, Bidders Checklist and Addenda Acknowledgment Form, and Offer Page shall be submitted on the forms and in the format specified in the Invitation for Bid. The County will not be liable for any cost incident to the preparation of Bid, materials, reproductions, presentations, copyright infringements, etc. It is permissible to copy these forms if required. Facsimiles or mailgrams shall not be considered.

1. By signature in the offer section of the Offer and Acceptance page, Vendor certifies:
  - A. The submission of the offer did not involve collusion or other anti-competitive practices.
  - B. The Vendor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
  - C. In order to conserve resources, reduce procurement costs, improve timely acquisition and cost of supplies and to improve efficiency and economy of procurement, any political subdivision, State, County, City, Town, etc., of the State of Arizona, will be allowed by the Vendor(s) awarded the contract to provide the same services, at the same prices stated in the bid. Delivery charges may differentiate depending on geographical location.

**BID NO. 121919-1**  
**Three (3) New Ford Escape AWD 2.0L ECOBOOST**

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*Instructions to Vendors continued...*

2. Bids submitted early may be modified or withdrawn by notice to the party receiving bids at the place and prior to the time designated for receipts of Bids.
3. The County is not responsible for any Vendor's errors or omissions. Negligence in preparing an offer confers no right to the Vendor unless the Vendor discovers and corrects such errors prior to the Bid deadline.

**All bids shall be submitted in a sealed envelope:**

- **Minimum of Two (2) copies with original signatures shall be provided by the Vendor;**
- **The words "Invitation for Bid" with Title "Three (3) New Ford Escape AWD 2.0L ECOBOOST", "Bid No. 121919-1", "February 6, 2020" and "3:00 PM" shall be written on the face of the envelope;**
- **The Vendor shall assume full responsibility for timely delivery at the location designated in the Notice.**
- **No bids will be accepted after 11:00 A.M. AZ Time, Thursday, February 6, 2020. Bids will be opened at 11:00 A.M., Thursday, February 6, 2020.**

**BID NO. 121919-1**  
**Three (3) New Ford Escape AWD 2.0L ECOBOOST**

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**GENERAL TERMS AND CONDITIONS**

**Award of Contract**

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

**Protests**

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

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

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

**BID NO. 121919-1**  
**Three (3) New Ford Escape AWD 2.0L ECOBOOST**

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*General Terms & Conditions continued...*

**Laws and Ordinances**

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

**EXHIBIT "B" CONTRACT AWARD AGREEMENT**

This exhibit shall serve as the contract agreement to any Vendor, their agents, subcontractors or representatives, awarded this or any portion of this contract by the County, by submitting Bids to this or any other solicitation requiring sealed bids, does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Vendor's signature(s) appearing on page 21, Vendors Offer Page, and Exhibit "D" Vendors Qualification and Certification form page 14. This Contract shall include the Invitation for Bids No. 121919-1 and all exhibits attached to it, including but not limited to the Qualification and Certification Form, Price Sheets, No Collusion Affidavit, Legal AZ Workers Act Compliance Form, Bidders Checklist and Addenda Acknowledgment Form, and Offer Page which are all incorporated into this agreement by this reference.

**Overcharges by Antitrust Violations**

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

**Authority to Contract**

This contract shall be based upon the Invitation for Bids No. 121919-1, issued by the County, and the offer submitted by the Vendor in response to the IFB. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the IFB which is incorporated by this reference into this agreement. The county reserves the right to clarify any contractual terms with the concurrence of the Vendor; however, any substantial non-conformity in the offer, as determined by the County Attorney, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between Gila County and the Vendor relating to these requirements. The Contract shall prevail over any and all previous agreements, contracts, bids, negotiations, purchase orders, or master agreement in any form. The contract activity is issued under the authority of the Gila County Manager, after the Gila County Board of Supervisors approves the award. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of the Gila County Board of Supervisors in the form of an official contract amendment. Any attempt to alter any documents on the part of the Vendor or any agency is a violation of the Gila County Procurement Group Statement of Procedures. Any such action is subject to the legal and contractual remedies available to the County inclusive, but not limited to, contract cancellation, suspension or debarment of the Vendor.

**Contract Amendments**

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



**BID NO. 121919-1**  
**Three (3) New Ford Escape AWD 2.0L ECOBOOST**

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*Exhibit "B" Contract Award Agreement continued...*

**Contract Default**

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

**Right to Assurance**

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

**Costs and Payments**

Payments shall comply with the requirements of A.R.S. Title 35 and 41, Net 30 days. Upon receipt and acceptance of goods and services, the Vendor shall submit a complete and accurate invoice for payment.

IRS W9 Form: In order to receive payment, the Vendor shall have a current IRS W9 Form on file with the County unless not required by law.

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

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

**Cancellation of County Contracts**

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

**Termination of Contract**

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

**BID NO. 121919-1**  
**Three (3) New Ford Escape AWD 2.0L ECOBOOST**

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*Exhibit "B" Contract Award Agreement continued...*

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

1. In the opinion of the County, the Vendor fails to perform adequately the stipulations, conditions or services and specifications required in the contract.
2. In the opinion of the County, the Vendor attempts to impose on the County material products, or workmanship, which is of unacceptable quality.
3. Vendor fails to furnish the required service or product within the time stipulated in the contract.
4. In the opinion of the County, the Vendor fails to make progress in the performance of the requirements of the contract or give the County a positive indication that Vendor will not, or cannot, perform to the requirements of the contract.

Each payment obligation of the County created hereby is conditioned upon the availability of County, State and Federal funds, which are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the County and available for the continuance of service herein contemplated, the contract period for the service may be terminated by the County at the end of the period for which funds are available. The County shall notify the Vendor at the earliest possible time which service may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

**General**

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

**BID NO. 121919-1**  
**Three (3) New Ford Escape AWD 2.0L ECOBOOST**

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*Exhibit "B" Contract Award Agreement continued...*

**Indemnification Clause**

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

**BID NO. 121919-1**  
**Three (3) New Ford Escape AWD 2.0L ECOBOOST**

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**MINIMUM SPECIFICATIONS**

**EXHIBIT "C" MINIMUM SPECIFICATIONS FOR: 121919-1**

**Purpose:** It is the intent of Gila County to establish, by this Invitation for Bids, a contract to THREE (3) New Ford Escape AWD 2.0L ECOBOOST. This Invitation for Bid No. 121919-1 including the Qualification and Certification Form, Price Sheets, No Collusion Form, Legal AZ Workers Act Compliance Form, Certification Regarding Debarment, Checklist and Addenda Acknowledgment Form, and Offer Page constitutes the entire Bid package and by this reference is hereby incorporated into this agreement.

**SECTION 1.0**

**General:**

- 1.1 All product specifications are **minimum**. Vendor must provide product specification sheet.
- 1.2 Vendor should have adequate manufacturing / stock facilities to serve the needs of Gila County.
- 1.3 All proposals must represent the entire package.
- 1.4 The parties specifically understand and agree that the quantities used for bidding purposes are estimates of County needs and in no event shall the County be obligated to purchase the exact quantities of any item set forth in the proposal. The County does not guarantee any maximum or minimum amounts of purchase.

**SECTION 2.0**

**Bid Pricing:**

- 2.1 The Vendor shall submit the bid in the form of a firm unit price for the contract period. Initial contract period is through June 30, 2020. Vendor shall incorporate all freight, profit, and discount into their price.
- 2.2 **The term of the contract shall commence upon award and shall remain in effect through June 30, 2020, unless terminated, cancelled or extended as otherwise provided herein.**

**SECTION 3.0**

**Ordering and Delivery:**

- 3.1 **ORDERING:** Gila County does not warrant the order quantity of any item prior to actual need. Gila County may re-order item as it becomes necessary or based on the required needs within the County during the term of this contract.
- 3.2 **PRODUCT DELIVERY** Location: Gila County Shop, 1001 W. Besich Blvd, Globe, AZ. The Board of Supervisors may designate other or alternate delivery sites at any time during the term of the contract. These needs may be based on, but not limited to, seasonal, emergency, historical usage data.

**BID NO. 121919-1**  
**Three (3) New Ford Escape AWD 2.0L ECOBOOST**

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*Exhibit "C" Minimum Specifications continued...*

- 3.3 DELIVERY TIME: Vehicles must be delivered no later than June 30, 2020. Failure to provide delivery within this time period may result in termination of this contract and award to the next lowest, responsible bidder.
  
- 3.4 Vendor shall retain title and control of all goods until they are delivered, and the contract of coverage has been completed. All risks of transportation and all related charges shall be the responsibility of the Vendor. All claims for visible or concealed damage shall be filed by the Vendor. The County will assist the Vendor in arranging for inspection.

**BID NO. 121919-1**  
**Three (3) New Ford Escape AWD 2.0L ECOBOOST**

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**QUALIFICATION AND CERTIFICATION FORM**

**EXHIBIT "D" VENDORS QUALIFICATION AND REFERENCE LIST**

**PURPOSE**

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Vendors under consideration for final award. The information may or may not be a determining factor in award.

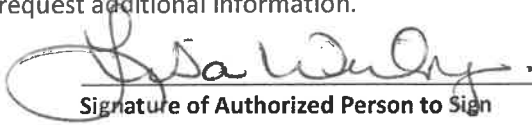
**CONTACT NUMBER 121919-1 THREE (3) New Ford Escape AWD 2.0L ECOBOOST**

The applicant submitting this Bid warrants the following:

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

McSpadden Ford Inc  
601 N Broad Globe AZ 85501  
(928) 425-4491

2. Has Vendor (under its present or any previous name) ever failed to complete a contract?  
\_\_\_\_\_ Yes X No. If "Yes", give details including the date, the contracting agency, and the reason Vendor failed to perform in the narrative part of this Contract.
3. Has Vendor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? \_\_\_\_\_ Yes X No. If "Yes", give details, including the date, the contracting agency, the reasons for the Vendors disqualifications, and whether this disqualification remains in effect in the narrative part of this Contract.
4. Has a contracting agency ever terminated a contract with the Vendor (under your firm's present or any previous name) prior to end of contract period? \_\_\_\_\_ Yes X No. If "Yes", give details including the date, the contracting agency, and the reasons offer was terminated in the narrative part of this Contract.
5. Vendor must also provide at least the following information:
- A Cost Bid shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
  - Gila County reserves the right to request additional information.

  
Signature of Authorized Person to Sign

Lisa Wieleng  
Printed Name

General Manager  
Title

**PRICE SHEET GENERAL SERVICES/FLEET MANAGEMENT****DESCRIPTION:** Three (3) New Ford Escape AWD 2.0L ECOBOOST**Vehicle Year, Make, & Model:**2020 Ford Escape.

MINIMUM SPECIFICATIONS Three (3) New Ford Escape 4 Door AWD	MEETS MINIMUM SPECIFICATIONS	
	NO	YES
<b>Exterior:</b> Star White Metallic Tri-Coat (AZ)		X
<b>Interior:</b> (DH) <u>EH</u>		X
<b>Power Features:</b> Driver Seat;		X
Power steering; Door Locks; Windows; Mirrors.		X
Power Steering and Tilt Steering Wheel		X
A/C & Heat		X
Factory Solar Tinted Windows		X
Remote Keyless Entry <b>PLUS 4 ENTRY AND IGNITION KEYS/FOB SETS</b>		X
Cruise Control		X
AM / FM Radio W/Hands Free Bluetooth Cell Phone Capability (SYNC)		X
Gas Engine: 2.0L ECOBOOST		X
Automatic Transmission		X
All Wheel Drive		X
Backup Camera System		X
All Season Tires		X
Full Sized Spare Tire. <u>mini spare</u>	X	
Jack and Tire Changing Tools.		X
<b>SUB – TOTAL AMOUNT</b>	\$	<u>29,833.14</u>
<b>OTHER COSTS</b>	\$	<u>-0-</u>
<b>SALES TAX</b>	\$	<u>2,655.15</u>
<b>TOTAL AMOUNT OF DELIVERED VEHICLE</b>	\$	<u>32,488.29</u>

**Delivery Location:** Gila County Fleet Management, 1001 W. Besich Blvd., Globe, AZ 85501**Estimated Date of Delivery prior to June 30, 2020:** 14-16 weeks from order.**Vendor Name:** McSpadden Ford Inc **Contact Number:** (928) 405-4491

CNGP530

## VEHICLE ORDER CONFIRMATION

01/14/20 11:09:50

==&gt;

Dealer: F71480

2020 ESCAPE

Page: 1 of 1

Order No: 1111 Priority: C4 Ord FIN: QA521- Order Type: 5B Price Level: 035

Ord Code: 301A Cust/Flt Name: GILA COUNTY

PO Number:

RETAIL

RETAIL

U9H SEL AWD \$33050

FUEL CHARGE

.106.7" WB

B4A NET INV FLT OPT NC

AZ STAR WHITE TC 595

DEST AND DELIV 1195

E ACTIVEX ST MTRL

TOTAL BASE AND OPTIONS 34840

H EBONY

2.0L ECOBOOST NATL DIS (400)

301A EQUIP GRP

TOTAL 34440

999 2.0L ECO ENGINE NC

\*THIS IS NOT AN INVOICE\*

448 .8-SPD AUTOTRANS NC

225/60R18 TIRES

JOB #3 ORDER

CLASS II TRL TW

FLEET SPCL ADJ NC

18" ALUM WHEEL

SP DLR ACCT ADJ

SP FLT ACCT CR

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit F5=Add to Library

5099 - PRESS F4 TO SUBMIT

QC20389

Includes mini spare  
4 sets of keys



BID NO. 121919-1  
Three (3) New Ford Escape AWD 2.0L ECOBOOST

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

STATE OF ARIZONA                     )  
  ) ss  
COUNTY OF:                            )

Lisa Wielenge.  
(Name of Individual) being first duly sworn, deposes and says:

That he is General Manager.  
(Title)  
of McSpadden Ford Inc and  
(Name of Business)

That he is bidding on **Gila County Bid No. 121919-1 - Three (3) New Ford Escape AWD 2.0L ECOBOOST** and,

That neither he nor anyone associated with the said McSpadden Ford Inc  
(Name of Business)

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

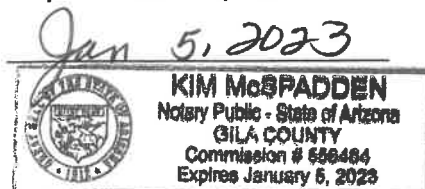
McSpadden Ford Inc  
Name of Business

By Lisa Wielenge  
Title General Manager

Subscribed and sworn to before me this 15 day of January, 2020.

Kim McSpadden  
Notary Public

My Commission expires:



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.

Lisa Wielenge General Manager  
Typed Name and Title of Authorized Representative

  
Signature of Authorized Representative

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

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

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


County shall have the right at any time to inspect the books and records of Vendor and any Subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

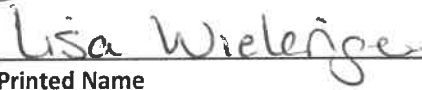
Any breach of Vendor's or any Subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Vendor to penalties up to and including suspension or termination of this Contract. If the breach is by a Subcontractor, and the subcontract is suspended or terminated as a result, and Gila County elects to continue the contract with the Vendor, Vendor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement Subcontractor, as soon as possible so as not to delay project completion.

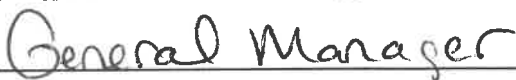
Vendor shall advise each Subcontractor of County's rights, and the Subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to ensure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Vendor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Vendor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Vendor shall be entitled to an extension of time, but not costs.

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

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

  
\_\_\_\_\_  
Title

**BIDDERS CHECKLIST & ADDENDA ACKNOWLEDGEMENT**

**NOTICE IS HEREBY GIVEN** that all Bid Documents shall be completed, executed, and submitted with this IFB. If bidder fails to complete or execute any portion of the Bid Documents, this IFB will be determined to be "non-responsive" and rejected.

**CHECKLIST:**

<u>REQUIRED DOCUMENT</u>	<u>COMPLETED AND EXECUTED</u>
QUALIFICATION & CERTIFICATION FORM	<u>✓</u>
CERTIFICATION REGARDING DEBARMENT	<u>✓</u>
PRICE SHEETS	<u>✓</u>
NO COLLUSION AFFIDAVIT	<u>✓</u>
LEGAL ARIZONA WORKS ACT COMPLIANCE	<u>✓</u>
BIDDERS CHECKLIST & ADDENDA ACKNOWLEDGEMENT	<u>✓</u>
OFFER PAGE	<u>✓</u>

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:**

Initials	<u>#1</u> <u>[Signature]</u>	<u>#2</u> <u>[Signature]</u>	<u>#3</u> <u>[Signature]</u>	<u>#4</u> <u>[Signature]</u>	<u>#5</u> <u>[Signature]</u>
Date	<u>1-14-2020</u>	<u>1-14-2020</u>	<u>1-14-2020</u>	<u>1-14-2020</u>	<u>1-14-2020</u>

Signed and dated this 14<sup>th</sup> day of January, 2020

McSpadden Ford Inc

VENDOR:

[Signature]  
BY: (Signature)

Each bid shall be sealed in an envelope addressed to the Gila County Procurement Group and bearing the following statement on the outside of the envelope: **Invitation for Bids: Bid No. 121919-1 Three (3) New Ford Escape AWD 2.0L ECOBOOST.** All bids shall be filed with the Gila County Finance Department at the Copper Building, 1400 E. Ash St., Globe, AZ on or before February 6, 2020, 11:00 A.M.

**BID NO. 121919-1**  
**Three (3) New Ford Escape AWD 2.0L ECOBOOST**

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**OFFER PAGE**

**TO GILA COUNTY:**

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

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

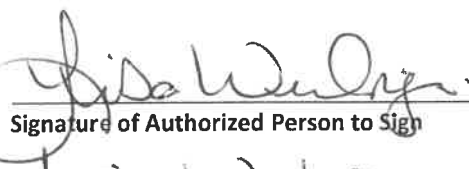
**CONTRACT NUMBER: 121919-1 THREE (3) New Ford Escape AWD 2.0L ECOBOOST**

**Firm Submitting Bid:**

McSpadden Ford Inc  
Company Name  
600 W Broad-  
Address  
Globe AZ 85501  
City State Zip

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

Name: Lisa Wielogis  
Phone No.: (928) 425-4491  
Fax: (928) 425-9390  
Email: mcspaddersales@cableone.net

  
Signature of Authorized Person to Sign  
Lisa Wielogis  
Printed Name  
General Manager  
Title

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

**BID NO. 121919-1**  
**Three (3) New Ford Escape AWD 2.0L ECOBOOST**

---

**ACCEPTANCE OF OFFER**

(For Gila County use only)

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

The Vendor \_\_\_\_\_ is now bound to provide the materials or services listed in Invitation for Bid No.: 121919-1 including all terms and conditions, specifications, amendments, etc. and the Vendor's Offer as accepted by County entity.

The contract shall henceforth be referenced to as **Contract No. 121919-1**. The Vendor has been cautioned not to commence any billable work or to provide any material or service under this Contract until Vendor receives written notice to proceed from Gila County.

Awarded this \_\_\_\_\_ day of \_\_\_\_\_, 2020

**GILA COUNTY BOARD OF SUPERVISORS:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

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# BID RESULTS



GILA COUNTY

BID

TITLE: Three (3) New Ford Escape, 4 Door, AWD

BID

DUE

NO.: 121919-1

DATE: 2/6/20 11:00 AM

	BIDDER FIRM NAME	BID AMOUNT	COMMENTS
	San Tan Ford	\$35,869.29 each all \$107,607.87	
	Peoria Ford	\$35,910.42 ea.	
	McSpadden	\$32,488.29 ea.	

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

**BID NO. 121919-1**

**THREE (3) New Ford Escape AWD 2.0L ECOBOOST**



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

**\*COUNTY MANAGER\***  
James Menlove





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

1400 E. Ash Street  
Globe, Arizona  
85501

**SOLICITATION NUMBER  
121919-1**

**BID DUE DATE:** Thursday, February 6, 2020

**TIME:** 11:00 AM

**DESCRIPTION:** Three (3) New Ford Escape AWD 2.0L ECOBOOST

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

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

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

Request for submittals after the specified date and time to the Procurement Group shall not be considered. To receive bid documents, contact the Procurement Group at (928) 402-4355 or click on the following link to the County website. [http://www.gilacountyaz.gov/government/finance/procurement/current\\_bids.php](http://www.gilacountyaz.gov/government/finance/procurement/current_bids.php)

Additional instructions for preparing a bid are provided on pages 4-6 of the bid documents to Offerors as contained within the solicitation.

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

All procurement activities conducted by Gila County are in conformance with the rules and regulations of the Gila County Procurement Group Statement of Procedures. A copy of the Gila County Procurement Group Statement of Procedures is available for review in the Deputy Clerk of the Board's office, Globe, AZ.

Payson Roundup advertisement dates: January 15, 2020 and January 22, 2020

**BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.**

Designated Department: Gila County Fleet Management  
Type of contract: Term  
Term of Contract: Twelve Months  
Phone Number: (928) 951-3705

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

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

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

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

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**BID NO. 121919-1**  
**Three (3) New Ford Escape AWD 2.0L ECOBOOST**

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**GENERAL SCOPE**

It is the intent of this solicitation to award a contract for the Three (3) New Ford Escape AWD 2.0L ECOBOOST for the Sheriff's Office under Fleet Management in Gila County. Vehicles will be fully upfitted with security equipment and the outside shall be wrapped with the Gila County Sheriff logo.

The County may choose to award this contract as a whole, or make multiple awards, depending on what is deemed to be in the County's best interest considering price, specifications, and delivery date. The request for price of an item does not guarantee a purchase but merely provides the County with the option if the need arises.

See attached: **Exhibit "C" Pages 12-13, and Page 15 as specified on Price Sheet for total price being proposed.**

Vendors who agree to provide the Minimum Bid Specifications for this Invitation for Bid shall be considered for award.

**BID NO. 121919-1**  
**Three (3) New Ford Escape AWD 2.0L ECOBOOST**

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**INSTRUCTIONS TO VENDORS**

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

**EXHIBIT "A" INSTRUCTIONS TO VENDORS**

**Preparation of Sealed Bid**

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

**Amendments**

Any addendum issued as a result of any change in this Invitation for Bids must be acknowledged by all Vendors in the following manner:

**BID NO. 121919-1**  
**Three (3) New Ford Escape AWD 2.0L ECOBOOST**

---

*Instructions to Vendors continued...*

1. Completion of the Bidder Checklist & Addenda Acknowledgment form, page 19.

Failure to indicate receipt of addenda in the above manner may result in a bid being rejected as non-responsive. If no addenda have been issued, please indicate so by writing "Not Applicable" in the space provided under #1. The Vendor Checklist & Addenda Acknowledgment form must be signed and dated.

**Inquiries**

Any questions related to this IFB must be directed to those whose names appear on the Notice. Questions should be submitted in writing when time permits. The Gila County Supervisors, at their sole discretion, may require all questions be submitted in writing. Any correspondence related to an Invitation for Bids should refer to the appropriate Invitation for Bids number, page, and paragraph number. However, the Vendor(s) must not place the IFB number on the outside of an envelope containing questions since such an envelope may be identified as a sealed Bid and may not be opened until after the official IFB due date and time. Questions received less than five (5) working days prior to the date for opening Bids will be answered only if time permits. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

**Late Bids**

Any bid received later than the date and time specified on Notice for Sealed Bids shall not be considered.

***Submittal Bid Format:***

It is requested that One (1) Original and One (1) copy (2 TOTAL) with original signatures on both sets of the Qualification and Certification Form, Price Sheets, No Collusion Form, Certification Regarding Debarment, Legal AZ Workers Act Compliance Form, Bidders Checklist and Addenda Acknowledgment Form, and Offer Page shall be submitted on the forms and in the format specified in the Invitation for Bid. The County will not be liable for any cost incident to the preparation of Bid, materials, reproductions, presentations, copyright infringements, etc. It is permissible to copy these forms if required. Facsimiles or mailgrams shall not be considered.

1. By signature in the offer section of the Offer and Acceptance page, Vendor certifies:
  - A. The submission of the offer did not involve collusion or other anti-competitive practices.
  - B. The Vendor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
  - C. In order to conserve resources, reduce procurement costs, improve timely acquisition and cost of supplies and to improve efficiency and economy of procurement, any political subdivision, State, County, City, Town, etc., of the State of Arizona, will be allowed by the Vendor(s) awarded the contract to provide the same services, at the same prices stated in the bid. Delivery charges may differentiate depending on geographical location.

**BID NO. 121919-1**  
**Three (3) New Ford Escape AWD 2.0L ECOBOOST**

---

*Instructions to Vendors continued...*

2. Bids submitted early may be modified or withdrawn by notice to the party receiving bids at the place and prior to the time designated for receipts of Bids.
3. The County is not responsible for any Vendor's errors or omissions. Negligence in preparing an offer confers no right to the Vendor unless the Vendor discovers and corrects such errors prior to the Bid deadline.

**All bids shall be submitted in a sealed envelope:**

- **Minimum of Two (2) copies with original signatures shall be provided by the Vendor;**
- **The words "Invitation for Bid" with Title "Three (3) New Ford Escape AWD 2.0L ECOBOOST", "Bid No. 121919-1", "February 6, 2020" and "3:00 PM" shall be written on the face of the envelope;**
- **The Vendor shall assume full responsibility for timely delivery at the location designated in the Notice.**
- **No bids will be accepted after 11:00 A.M. AZ Time, Thursday, February 6, 2020. Bids will be opened at 11:00 A.M., Thursday, February 6, 2020.**

**BID NO. 121919-1**  
**Three (3) New Ford Escape AWD 2.0L ECOBOOST**

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**GENERAL TERMS AND CONDITIONS**

**Award of Contract**

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

**Protests**

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

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

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

**BID NO. 121919-1**  
**Three (3) New Ford Escape AWD 2.0L ECOBOOST**

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*General Terms & Conditions continued...*

**Laws and Ordinances**

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

**EXHIBIT "B" CONTRACT AWARD AGREEMENT**

This exhibit shall serve as the contract agreement to any Vendor, their agents, subcontractors or representatives, awarded this or any portion of this contract by the County, by submitting Bids to this or any other solicitation requiring sealed bids, does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Vendor's signature(s) appearing on page 21, Vendors Offer Page, and Exhibit "D" Vendors Qualification and Certification form page 14. This Contract shall include the Invitation for Bids No. 121919-1 and all exhibits attached to it, including but not limited to the Qualification and Certification Form, Price Sheets, No Collusion Affidavit, Legal AZ Workers Act Compliance Form, Bidders Checklist and Addenda Acknowledgment Form, and Offer Page which are all incorporated into this agreement by this reference.

**Overcharges by Antitrust Violations**

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

**Authority to Contract**

This contract shall be based upon the Invitation for Bids No. 121919-1, issued by the County, and the offer submitted by the Vendor in response to the IFB. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the IFB which is incorporated by this reference into this agreement. The county reserves the right to clarify any contractual terms with the concurrence of the Vendor; however, any substantial non-conformity in the offer, as determined by the County Attorney, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between Gila County and the Vendor relating to these requirements. The Contract shall prevail over any and all previous agreements, contracts, bids, negotiations, purchase orders, or master agreement in any form. The contract activity is issued under the authority of the Gila County Manager, after the Gila County Board of Supervisors approves the award. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of the Gila County Board of Supervisors in the form of an official contract amendment. Any attempt to alter any documents on the part of the Vendor or any agency is a violation of the Gila County Procurement Group Statement of Procedures. Any such action is subject to the legal and contractual remedies available to the County inclusive, but not limited to, contract cancellation, suspension or debarment of the Vendor.

**Contract Amendments**

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



**BID NO. 121919-1**  
**Three (3) New Ford Escape AWD 2.0L ECOBOOST**

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*Exhibit "B" Contract Award Agreement continued...*

**Contract Default**

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

**Right to Assurance**

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

**Costs and Payments**

Payments shall comply with the requirements of A.R.S. Title 35 and 41, Net 30 days. Upon receipt and acceptance of goods and services, the Vendor shall submit a complete and accurate invoice for payment.

IRS W9 Form: In order to receive payment, the Vendor shall have a current IRS W9 Form on file with the County unless not required by law.

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

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

**Cancellation of County Contracts**

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

**Termination of Contract**

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

**BID NO. 121919-1**  
**Three (3) New Ford Escape AWD 2.0L ECOBOOST**

---

*Exhibit "B" Contract Award Agreement continued...*

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

1. In the opinion of the County, the Vendor fails to perform adequately the stipulations, conditions or services and specifications required in the contract.
2. In the opinion of the County, the Vendor attempts to impose on the County material products, or workmanship, which is of unacceptable quality.
3. Vendor fails to furnish the required service or product within the time stipulated in the contract.
4. In the opinion of the County, the Vendor fails to make progress in the performance of the requirements of the contract or give the County a positive indication that Vendor will not, or cannot, perform to the requirements of the contract.

Each payment obligation of the County created hereby is conditioned upon the availability of County, State and Federal funds, which are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the County and available for the continuance of service herein contemplated, the contract period for the service may be terminated by the County at the end of the period for which funds are available. The County shall notify the Vendor at the earliest possible time which service may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

**General**

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

**BID NO. 121919-1**  
**Three (3) New Ford Escape AWD 2.0L ECOBOOST**

---

*Exhibit "B" Contract Award Agreement continued...*

**Indemnification Clause**

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

**BID NO. 121919-1**  
**Three (3) New Ford Escape AWD 2.0L ECOBOOST**

---

**MINIMUM SPECIFICATIONS**

**EXHIBIT "C" MINIMUM SPECIFICATIONS FOR: 121919-1**

**Purpose:** It is the intent of Gila County to establish, by this Invitation for Bids, a contract to THREE (3) New Ford Escape AWD 2.0L ECOBOOST. This Invitation for Bid No. 121919-1 including the Qualification and Certification Form, Price Sheets, No Collusion Form, Legal AZ Workers Act Compliance Form, Certification Regarding Debarment, Checklist and Addenda Acknowledgment Form, and Offer Page constitutes the entire Bid package and by this reference is hereby incorporated into this agreement.

**SECTION 1.0**

**General:**

- 1.1 All product specifications are **minimum**. Vendor must provide product specification sheet.
- 1.2 Vendor should have adequate manufacturing / stock facilities to serve the needs of Gila County.
- 1.3 All proposals must represent the entire package.
- 1.4 The parties specifically understand and agree that the quantities used for bidding purposes are estimates of County needs and in no event shall the County be obligated to purchase the exact quantities of any item set forth in the proposal. The County does not guarantee any maximum or minimum amounts of purchase.

**SECTION 2.0**

**Bid Pricing:**

- 2.1 The Vendor shall submit the bid in the form of a firm unit price for the contract period. Initial contract period is through June 30, 2020. Vendor shall incorporate all freight, profit, and discount into their price.
- 2.2 **The term of the contract shall commence upon award and shall remain in effect through June 30, 2020, unless terminated, cancelled or extended as otherwise provided herein.**

**SECTION 3.0**

**Ordering and Delivery:**

- 3.1 **ORDERING:** Gila County does not warrant the order quantity of any item prior to actual need. Gila County may re-order item as it becomes necessary or based on the required needs within the County during the term of this contract.
- 3.2 **PRODUCT DELIVERY** Location: Gila County Shop, 1001 W. Besich Blvd, Globe, AZ. The Board of Supervisors may designate other or alternate delivery sites at any time during the term of the contract. These needs may be based on, but not limited to, seasonal, emergency, historical usage data.

**BID NO. 121919-1**  
**Three (3) New Ford Escape AWD 2.0L ECOBOOST**

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*Exhibit "C" Minimum Specifications continued...*

- 3.3 DELIVERY TIME: Vehicles must be delivered no later than June 30, 2020. Failure to provide delivery within this time period may result in termination of this contract and award to the next lowest, responsible bidder.
  
- 3.4 Vendor shall retain title and control of all goods until they are delivered, and the contract of coverage has been completed. All risks of transportation and all related charges shall be the responsibility of the Vendor. All claims for visible or concealed damage shall be filed by the Vendor. The County will assist the Vendor in arranging for inspection.

**BID NO. 121919-1**  
**Three (3) New Ford Escape AWD 2.0L ECOBOOST**

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**QUALIFICATION AND CERTIFICATION FORM**

**EXHIBIT "D" VENDORS QUALIFICATION AND REFERENCE LIST**

**PURPOSE**

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Vendors under consideration for final award. The information may or may not be a determining factor in award.

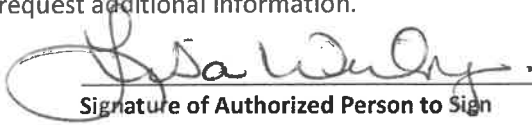
**CONTACT NUMBER 121919-1 THREE (3) New Ford Escape AWD 2.0L ECOBOOST**

The applicant submitting this Bid warrants the following:

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

McSpadden Ford Inc  
601 N Broad Globe AZ 85501  
(928) 425-4491

2. Has Vendor (under its present or any previous name) ever failed to complete a contract?  
\_\_\_\_\_ Yes X No. If "Yes", give details including the date, the contracting agency, and the reason Vendor failed to perform in the narrative part of this Contract.
3. Has Vendor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? \_\_\_\_\_ Yes X No. If "Yes", give details, including the date, the contracting agency, the reasons for the Vendors disqualifications, and whether this disqualification remains in effect in the narrative part of this Contract.
4. Has a contracting agency ever terminated a contract with the Vendor (under your firm's present or any previous name) prior to end of contract period? \_\_\_\_\_ Yes X No. If "Yes", give details including the date, the contracting agency, and the reasons offer was terminated in the narrative part of this Contract.
5. Vendor must also provide at least the following information:
- A Cost Bid shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
  - Gila County reserves the right to request additional information.

  
Signature of Authorized Person to Sign

Lisa Wieleng  
Printed Name

General Manager  
Title

**PRICE SHEET GENERAL SERVICES/FLEET MANAGEMENT****DESCRIPTION:** Three (3) New Ford Escape AWD 2.0L ECOBOOST**Vehicle Year, Make, & Model:**2020 Ford Escape.

MINIMUM SPECIFICATIONS Three (3) New Ford Escape 4 Door AWD	MEETS MINIMUM SPECIFICATIONS	
	NO	YES
<b>Exterior:</b> Star White Metallic Tri-Coat (AZ)		X
<b>Interior:</b> (DH) <u>EH</u>		X
<b>Power Features:</b> Driver Seat;		X
Power steering; Door Locks; Windows; Mirrors.		X
Power Steering and Tilt Steering Wheel		X
A/C & Heat		X
Factory Solar Tinted Windows		X
Remote Keyless Entry <b>PLUS 4 ENTRY AND IGNITION KEYS/FOB SETS</b>		X
Cruise Control		X
AM / FM Radio W/Hands Free Bluetooth Cell Phone Capability (SYNC)		X
Gas Engine: 2.0L ECOBOOST		X
Automatic Transmission		X
All Wheel Drive		X
Backup Camera System		X
All Season Tires		X
Full Sized Spare Tire. <u>mini spare</u>	X	
Jack and Tire Changing Tools.		X
<b>SUB – TOTAL AMOUNT</b>	\$	<u>29,833.14</u>
<b>OTHER COSTS</b>	\$	<u>-0-</u>
<b>SALES TAX</b>	\$	<u>2,655.15</u>
<b>TOTAL AMOUNT OF DELIVERED VEHICLE</b>	\$	<u>32,488.29</u>

**Delivery Location:** Gila County Fleet Management, 1001 W. Besich Blvd., Globe, AZ 85501**Estimated Date of Delivery prior to June 30, 2020:** 14-16 weeks from order.**Vendor Name:** McSpadden Ford Inc **Contact Number:** (928) 405-4491

CNGP530

## VEHICLE ORDER CONFIRMATION

01/14/20 11:09:50

==&gt;

Dealer: F71480

2020 ESCAPE

Page: 1 of 1

Order No: 1111 Priority: C4 Ord FIN: QA521- Order Type: 5B Price Level: 035

Ord Code: 301A Cust/Flt Name: GILA COUNTY

PO Number:

RETAIL

RETAIL

U9H SEL AWD \$33050

FUEL CHARGE

.106.7" WB

B4A NET INV FLT OPT NC

AZ STAR WHITE TC 595

DEST AND DELIV 1195

E ACTIVEX ST MTRL

TOTAL BASE AND OPTIONS 34840

H EBONY

2.0L ECOBOOST NATL DIS (400)

301A EQUIP GRP

TOTAL 34440

999 2.0L ECO ENGINE NC

\*THIS IS NOT AN INVOICE\*

448 .8-SPD AUTOTRANS NC

225/60R18 TIRES

JOB #3 ORDER

CLASS II TRL TW

FLEET SPCL ADJ NC

18" ALUM WHEEL

SP DLR ACCT ADJ

SP FLT ACCT CR

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit F5=Add to Library

5099 - PRESS F4 TO SUBMIT

QC20389

Includes mini spare  
4 sets of keys



BID NO. 121919-1  
Three (3) New Ford Escape AWD 2.0L ECOBOOST

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

STATE OF ARIZONA                     )  
  ) ss  
COUNTY OF:                            )

Lisa Wielenge.  
(Name of Individual) being first duly sworn, deposes and says:

That he is General Manager.  
(Title)  
of McSpadden Ford Inc and  
(Name of Business)

That he is bidding on **Gila County Bid No. 121919-1 - Three (3) New Ford Escape AWD 2.0L ECOBOOST** and,

That neither he nor anyone associated with the said McSpadden Ford Inc  
(Name of Business)

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

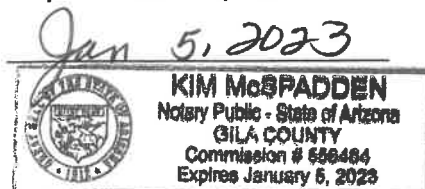
McSpadden Ford Inc  
Name of Business

By Lisa Wielenge  
Title General Manager.

Subscribed and sworn to before me this 15 day of January, 2020.

Kim McSpadden  
Notary Public

My Commission expires:



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.

Lisa Wielenge General Manager  
Typed Name and Title of Authorized Representative

  
Signature of Authorized Representative

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

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

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


County shall have the right at any time to inspect the books and records of Vendor and any Subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

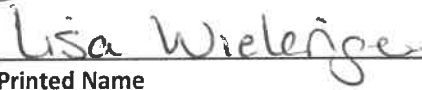
Any breach of Vendor's or any Subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Vendor to penalties up to and including suspension or termination of this Contract. If the breach is by a Subcontractor, and the subcontract is suspended or terminated as a result, and Gila County elects to continue the contract with the Vendor, Vendor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement Subcontractor, as soon as possible so as not to delay project completion.

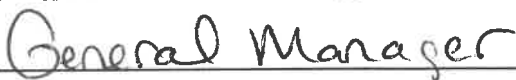
Vendor shall advise each Subcontractor of County's rights, and the Subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to ensure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Vendor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Vendor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Vendor shall be entitled to an extension of time, but not costs.

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

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

  
\_\_\_\_\_  
Title

**BIDDERS CHECKLIST & ADDENDA ACKNOWLEDGEMENT**

**NOTICE IS HEREBY GIVEN** that all Bid Documents shall be completed, executed, and submitted with this IFB. If bidder fails to complete or execute any portion of the Bid Documents, this IFB will be determined to be "non-responsive" and rejected.

**CHECKLIST:**

**REQUIRED DOCUMENT**

**COMPLETED AND EXECUTED**

QUALIFICATION & CERTIFICATION FORM

✓

CERTIFICATION REGARDING DEBARMENT

✓

PRICE SHEETS

✓

NO COLLUSION AFFIDAVIT

✓

LEGAL ARIZONA WORKS ACT COMPLIANCE

✓

BIDDERS CHECKLIST & ADDENDA ACKNOWLEDGEMENT

✓

OFFER PAGE

✓

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:**

Initials	#1 <u>AW</u>	#2 <u>AW</u>	#3 <u>AW</u>	#4 <u>AW</u>	#5 <u>AW</u>
Date	<u>1-14-2020</u>	<u>1-14-2020</u>	<u>1-14-2020</u>	<u>1-14-2020</u>	<u>1-14-2020</u>

Signed and dated this 14th day of January, 2020

McSpadden Ford Inc

VENDOR:

[Signature]  
BY: (Signature)

Each bid shall be sealed in an envelope addressed to the Gila County Procurement Group and bearing the following statement on the outside of the envelope: **Invitation for Bids: Bid No. 121919-1 Three (3) New Ford Escape AWD 2.0L ECOBOOST.** All bids shall be filed with the Gila County Finance Department at the Copper Building, 1400 E. Ash St., Globe, AZ on or before February 6, 2020, 11:00 A.M.

**BID NO. 121919-1**  
**Three (3) New Ford Escape AWD 2.0L ECOBOOST**

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**OFFER PAGE**

**TO GILA COUNTY:**

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

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


**CONTRACT NUMBER: 121919-1 THREE (3) New Ford Escape AWD 2.0L ECOBOOST**

**Firm Submitting Bid:**

McSpadden Ford Inc  
Company Name  
600 W Broad-  
Address  
Globe AZ 85501  
City State Zip

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

Name: Lisa Wielogoe  
Phone No.: (928) 425-4491  
Fax: (928) 425-9390  
Email: mcspaddersales@cableone.net

  
Signature of Authorized Person to Sign  
Lisa Wielogoe  
Printed Name  
General Manager  
Title

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

**BID NO. 121919-1**  
**Three (3) New Ford Escape AWD 2.0L ECOBOOST**

---

**ACCEPTANCE OF OFFER**

(For Gila County use only)

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

The Vendor \_\_\_\_\_ is now bound to provide the materials or services listed in Invitation for Bid No.: 121919-1 including all terms and conditions, specifications, amendments, etc. and the Vendor's Offer as accepted by County entity.

The contract shall henceforth be referenced to as **Contract No. 121919-1**. The Vendor has been cautioned not to commence any billable work or to provide any material or service under this Contract until Vendor receives written notice to proceed from Gila County.

Awarded this \_\_\_\_\_ day of \_\_\_\_\_, 2020

**GILA COUNTY BOARD OF SUPERVISORS:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

BID NO. 121919-1  
Three (3) New Ford Escape AWD 2.0L ECOBOOST

QUALIFICATION AND CERTIFICATION FORM

**EXHIBIT "D" VENDORS QUALIFICATION AND REFERENCE LIST**

**PURPOSE**

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Vendors under consideration for final award. The information may or may not be a determining factor in award.

**CONTACT NUMBER 121919-1 THREE (3) New Ford Escape AWD 2.0L ECOBOOST**

The applicant submitting this Bid warrants the following:

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

Peoria Ford - PFVT Motors, LLC  
9130 W Bell Rd, Peoria, AZ 85382  
480-696-5930

2. Has Vendor (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 reason Vendor failed to perform in the narrative part of this Contract.
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5. Vendor must also provide at least the following information:
- A Cost Bid shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
  - Gila County reserves the right to request additional information.

  
Signature of Authorized Person to Sign

Sandra Gonzalez  
Printed Name

Government Manager  
Title

**BID NO. 121919-1 Three (3) New Ford Escape 4 Door AWD**

## PRICE SHEET GENERAL SERVICES/FLEET MANAGEMENT

**DESCRIPTION:** Three (3) New Ford Escape AWD 2.0L ECOBOOST

**Vehicle Year, Make, & Model:**

MINIMUM SPECIFICATIONS		MEETS MINIMUM SPECIFICATIONS	
Three (3) New Ford Escape 4 Door AWD		NO	YES
Exterior:	Star White Metallic Tri-Coat (AZ)		✓
Interior:	(DH)		✓
Power-Features:	Driver Seat;		✓
	Power steering; Door Locks; Windows; Mirrors.		✓
	Power Steering and Tilt Steering Wheel		✓
	A/C & Heat		✓
	Factory Solar Tinted Windows - Deep Tint IS Std.		✓
	Remote Keyless Entry PLUS 4 ENTRY AND IGNITION KEYS/FOB SETS		✓
	Cruise Control		✓
	AM / FM Radio W/Hands Free Bluetooth Cell Phone Capability (SYNC)		✓
	Gas Engine: 2.0L ECOBOOST		✓
	Automatic Transmission		✓
	All Wheel Drive		✓
	Backup Camera System		✓
	All Season Tires		✓
	Full Sized Spare Tire. - added - not standard from factory		✓
	Jack and Tire Changing Tools.		✓
	SUB - TOTAL AMOUNT	\$	33,215
	Tire tax OTHER COSTS	\$	5
	SALES TAX	\$	2690.42
	<b>TOTAL AMOUNT OF DELIVERED VEHICLE</b>	\$	<b>35,910.42</b>

**Delivery Location:** Gila County Fleet Management, 1001 W. Besich Blvd., Globe, AZ 85501

Estimated Date of Delivery prior to June 30, 2020: June 15-22nd - ARO

Vendor Name: Peona Ford Contact Number: 480-696-5930

→ In order to ensure June 30<sup>th</sup> delivery,  
PO must be received by 2/17/20.



Prepared for: , GILA COUNTY

---

2020 Escape 4dr AWD Titanium (U9J)

Price Level: 35

---



### Client Proposal

Prepared by:

Sandra Gonzalez

Office: 505-850-5504

Email: SGONZALEZ@PEORIAFORD.COM

Quote ID: GILACOUNTY

Date: 02/03/2020



Peoria Ford Commercial Fleet | 17338 N. 92nd Ave., Peoria, Arizona, 85382  
Office: 623-523-6151

**Prepared for:**

GILA COUNTY

Prepared by: Sandra Gonzalez

02/03/2020



Peoria Ford Commercial Fleet | 17338 N. 92nd Ave. Peoria Arizona | 85382

2020 Escape 4dr AWD Titanium (U9J)

Price Level: 35 | Quote ID: GILACOUNTY

## Table of Contents

Description	Page
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As Configured Vehicle	3
Selected Equip & Specs	6

**Prepared for:**

GILA COUNTY

Prepared by: Sandra Gonzalez

02/03/2020



Peoria Ford Commercial Fleet | 17338 N. 92nd Ave. Peoria Arizona | 85382

**2020 Escape 4dr AWD Titanium (U9J)**

Price Level: 35 | Quote ID: GILACOUNTY

**As Configured Vehicle**

Code	Description	MSRP
<b>Base Vehicle</b>		
U9J	Base Vehicle Price (U9J)	\$36,835.00
<b>Packages</b>		
401A	<b>Equipment Group 401A</b> <i>Includes:</i> <ul style="list-style-type: none"> <li>- Engine: 2.0L EcoBoost Includes auto start-stop technology and SelectShift with paddle shifters.</li> <li>- Class II Trailer Tow Package</li> <li>- Transmission: 8-Speed Automatic</li> <li>- 3.47 Axle Ratio</li> <li>- GVWR: TBD</li> <li>- Tires: 225/55R19 AS BSW Includes mini spare.</li> <li>- Wheels: 19" Machined-Face Aluminum Includes dark tarnished-painted pockets.</li> <li>- Heated Leather-Trimmed Front Sport Contour Seats Includes mini-perforations, 10-way power driver seat with memory, (includes power lumbar and power recline) and 6-way power passenger seat (fore/aft, up/down, recline).</li> <li>- Radio: B&amp;O Sound System by Bang &amp; Olufsen Includes 10-speakers, subwoofer, HD Radio, speed compensated volume and SiriusXM radio with a 6 month prepaid subscription. Note: SiriusXM audio and data services each require a subscription sold separately, or as a package, by Sirius XM Radio Inc. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. To cancel you must call SiriusXM at 1-866-635-2349. See SiriusXM Customer Agreement for complete terms at <a href="http://www.siriusxm.com">www.siriusxm.com</a>. All fees and programming subject to change. Sirius, XM and all related marks and logos are trademarks of Sirius XM Radio Inc.</li> <li>- SYNC 3 Communications &amp; Entertainment System Includes enhanced voice recognition, 8" LCD capacitive touchscreen in center stack with swipe capability, AppLink, 911 Assist, Apple CarPlay, Android Auto compatibility and 2 smart-charging USB ports.</li> <li>- FordPass Connect Includes 4G LTE Wi-Fi hotspot that connects up to 10 devices (includes a complimentary trial subscription of 3 months or 3 gigabytes - whichever comes first. Wireless service plan required after trial subscription ends. Visit <a href="http://www.att.com/ford">www.att.com/ford</a> to start complimentary trial and sign up for a wireless service plan). Remote start with specific time scheduling, lock and unlock, locate parked vehicle and check vehicle status (Includes service for 1 year from the vehicle sale date as recorded by the dealer).</li> <li>- Voice-Activated Touchscreen Navigation System Includes pinch-to-zoom capability, SiriusXM Traffic and Travel Link. SiriusXM Traffic and Travel Link includes a five-year prepaid subscription. SiriusXM audio and data services each require a subscription sold separately, or as a package, by Sirius XM Radio Inc. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. To cancel you must call SiriusXM at 1-866-635-2349. See SiriusXM Customer Agreement for complete terms at <a href="http://www.siriusxm.com">www.siriusxm.com</a>. All fees and programming subject to change. Sirius, XM and all related marks and logos are trademarks of Sirius XM Radio Inc.</li> <li>- Wireless Charging Pad</li> </ul>	N/C
<b>Powertrain</b>		
999	<b>Engine: 2.0L EcoBoost</b> <i>Includes auto start-stop technology and SelectShift with paddle shifters.</i> <i>Includes:</i> <ul style="list-style-type: none"> <li>- Class II Trailer Tow Package</li> </ul>	Included
448	<b>Transmission: 8-Speed Automatic</b>	Included
STDAX	<b>3.47 Axle Ratio</b>	Included

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

**Prepared for:**

GILA COUNTY

Prepared by: Sandra Gonzalez

02/03/2020



Peoria Ford Commercial Fleet | 17338 N. 92nd Ave. Peoria Arizona | 85382

**2020 Escape 4dr AWD Titanium (U9J)**

Price Level: 35 | Quote ID: GILACOUNTY

**As Configured Vehicle (cont'd)**

Code	Description	MSRP
STDGV	GVWR: TBD	Included
<b>Wheels &amp; Tires</b>		
STDTR	Tires: 225/55R19 AS BSW <i>Includes mini spare.</i>	Included
STDWL	Wheels: 19" Machined-Face Aluminum <i>Includes dark tarnished-painted pockets.</i>	Included
<b>Seats &amp; Seat Trim</b>		
D	Heated Leather-Trimmed Front Sport Contour Seats <i>Includes mini-perforations, 10-way power driver seat with memory, (includes power lumbar and power recline) and 6-way power passenger seat (fore/aft, up/down, recline).</i>	Included
<b>Other Options</b>		
PAINT	Monotone Paint Application	STD
106WB	106" Wheelbase	STD
STDRD	Radio: B&O Sound System by Bang & Olufsen	Included

SiriusXM service is not available in Alaska and Hawaii.

*Includes 10-speakers, subwoofer, HD Radio, speed compensated volume and SiriusXM radio with a 6 month prepaid subscription. Note: SiriusXM audio and data services each require a subscription sold separately, or as a package, by Sirius XM Radio Inc. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. To cancel you must call SiriusXM at 1-866-635-2349. See SiriusXM Customer Agreement for complete terms at [www.siriusxm.com](http://www.siriusxm.com). All fees and programming subject to change. Sirius, XM and all related marks and logos are trademarks of Sirius XM Radio Inc.*

*Includes:*

- SYNC 3 Communications &amp; Entertainment System

*Includes enhanced voice recognition, 8" LCD capacitive touchscreen in center stack with swipe capability, AppLink, 911 Assist, Apple CarPlay, Android Auto compatibility and 2 smart-charging USB ports.*

- FordPass Connect

*Includes 4G LTE Wi-Fi hotspot that connects up to 10 devices (includes a complimentary trial subscription of 3 months or 3 gigabytes - whichever comes first. Wireless service plan required after trial subscription ends. Visit [www.att.com/ford](http://www.att.com/ford) to start complimentary trial and sign up for a wireless service plan). Remote start with specific time scheduling, lock and unlock, locate parked vehicle and check vehicle status (Includes service for 1 year from the vehicle sale date as recorded by the dealer).*

- Voice-Activated Touchscreen Navigation System

*Includes pinch-to-zoom capability, SiriusXM Traffic and Travel Link. SiriusXM Traffic and Travel Link includes a five-year prepaid subscription. SiriusXM audio and data services each require a subscription sold separately, or as a package, by Sirius XM Radio Inc. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. To cancel you must call SiriusXM at 1-866-635-2349. See SiriusXM Customer Agreement for complete terms at [www.siriusxm.com](http://www.siriusxm.com). All fees and programming subject to change. Sirius, XM and all related marks and logos are trademarks of Sirius XM Radio Inc.*

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

**Prepared for:**

GILA COUNTY

Prepared by: Sandra Gonzalez

02/03/2020



Peoria Ford Commercial Fleet | 17338 N. 92nd Ave. Peoria Arizona | 85382

2020 Escape 4dr AWD Titanium (U9J)

Price Level: 35 | Quote ID: GILACOUNTY

**As Configured Vehicle (cont'd)**

Code	Description	MSRP
153	Front License Plate Bracket <i>Standard in states requiring two license plates and optional to all others.</i>	N/C
<b>Emissions</b>		
425	50-State Emissions System	STD
<b>Interior Colors</b>		
DH_01	Ebony Black	N/C
<b>Primary Colors</b>		
AZ_02	Star White Metallic Tri-Coat	\$595.00
SUBTOTAL		\$37,430.00
Destination Charge		\$1,195.00
TOTAL		\$38,625.00

Added Full Size  
Spare - unavailable  
from factory

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**Prepared for:**

GILA COUNTY

Prepared by: Sandra Gonzalez

02/03/2020



Peoria Ford Commercial Fleet | 17338 N. 92nd Ave. Peoria Arizona | 85382

**2020 Escape 4dr AWD Titanium (U9J)**

Price Level: 35 | Quote ID: GILACOUNTY

## Selected Equip & Specs

### Dimensions

- Exterior length: 180.5"
- Exterior height: 66.1"
- Front track: 62.4"
- Front legroom: 42.4"
- Front headroom: 40.0"
- Front hiproom: 55.2"
- Front shoulder room: 57.6"
- Passenger volume: 104.0cu.ft.
- Cargo volume seats folded: 65.4cu.ft.
- Exterior width: 74.1"
- Wheelbase: 106.7"
- Rear track: 61.8"
- Rear legroom: 38.9"
- Rear headroom: 39.3"
- Rear hiproom: 53.3"
- Rear shoulder room: 56.0"
- Cargo volume: 37.5cu.ft.
- Maximum cargo volume: 65.4cu.ft.

### Powertrain

- EcoBoost 250hp 2.0L DOHC 16 valve intercooled turbo I-4 engine with iVCT variable valve control, gasoline direct injection
- Driver selectable mode
- \* **LEV3-SULEV30**
- All-wheel drive
- Fuel Economy City: 23 mpg
- Capless fuel filler
- Auto stop-start feature
- Recommended fuel : premium unleaded
- 8 speed automatic transmission with overdrive
- Limited slip differential
- Fuel Economy Highway: 31 mpg

### Suspension/Handling

- Front independent strut suspension with anti-roll bar, gas-pressurized shocks
- Speed-sensing electric power-assist rack-pinion Steering
- P225/55HR19 BSW AS front and rear tires
- Rear independent short and long arm suspension with anti-roll bar, gas-pressurized shocks
- Front and rear 19 x 8 machined w/painted accents aluminum wheels

### Body Exterior

- 4 doors
- Turn signal indicator in mirrors
- Lip rear spoiler
- \* **Class II trailer hitch with trailer sway control**
- \* **Trailer harness**
- Front and rear 19 x 8 wheels
- Driver and passenger power remote heated, manual folding door mirrors with turn signal indicator
- Body-coloured door mirrors
- Body-coloured bumpers
- Roof rack rails only
- \* **Tri-coat paint**

### Convenience

- Dual zone front automatic air conditioning with air filter
- Driver seat memory

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**2020 Escape 4dr AWD Titanium (U9J)**

Price Level: 35 | Quote ID: GILACOUNTY

**Selected Equip & Specs (cont'd)**

- Memory features include 3 Memory settings, door mirrors
- Ford Co-Pilot360 Assist+ - Adaptive Cruise Control with Stop-and-Go distance pacing with traffic stop-go
- Front and rear 1-touch up
- Remote power door locks with 2 stage unlock and illuminated entry
- Extra FOB controls trunk/hatch/door/tailgate
- Manual tilt steering wheel
- Heated steering wheel
- FordPass Connect 4G LTE WiFi internet access
- SYNC 3 911 Assist emergency SOS
- Inductive device charging
- 2 1st row LCD monitors
- Dual expandable coverage illuminated visor mirrors
- Driver and passenger door bins
- Autonomous cruise control with steering wheel controls
- Power windows
- Front and rear 1-touch down
- Intelligent Access proximity key doors and push button start
- Trunk/hatch auto-latch
- Manual telescopic steering wheel
- Day-night rearview mirror with auto-dimming
- Garage door transmitter
- Wireless phone connectivity
- Integrated navigation system
- Front and rear cupholders
- Full floor console
- Rear door bins

**Seats and Trim**

- Seating capacity of 5
- 8-way power driver seat adjustment
- Power height adjustable driver seat
- Centre front armrest
- 60-40 folding rear split-bench seat
- Simulated wood instrument panel insert
- Metal-look gear shift knob
- Front sport seats
- Power 2-way driver lumbar support
- 6-way power passenger seat adjustment
- Heated front seats
- Leather seat upholstery
- Metal-look console insert
- Leather steering wheel

**Entertainment Features**

- SiriusXM AM/FM/HD/Satellite radio with radio data system
- SYNC 3 external memory control
- 10 Bang & Olufsen speakers
- Integrated roof antenna
- Auxiliary audio input
- Steering wheel mounted radio controls
- Streaming audio

**Lighting, Visibility and Instrumentation**

- LED low/high beam aero-composite headlights
- Fully automatic headlights
- LED brakelights
- Rain sensing wipers
- Rear window defroster
- Deep tinted windows
- Tachometer
- Delay-off headlights
- Front fog lights
- Variable intermittent front windshield wipers
- Fixed interval rear windshield wiper
- Fixed rearmost windows
- Front and rear reading lights
- Compass

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**2020 Escape 4dr AWD Titanium (U9J)**

Price Level: 35 | Quote ID: GILACOUNTY

**Selected Equip & Specs (cont'd)**

- Outside temperature display
- Low tire pressure warning
- Active Park Assist 2.0 parking sensors
- Lane departure
- Configurable digital/analog gauges
- Camera(s) - rear
- Trip computer
- Trip odometer
- Ford Co-Pilot360 - Blind Spot Information System (BLIS) blind spot sensor

**Safety and Security**

- 4-wheel ABS brakes
- Electric parking brake
- AdvanceTrac w/Roll Stability Control Electronic stability control
- Dual front impact airbag supplemental restraint system
- Safety Canopy System curtain 1st and 2nd row overhead airbag supplemental restraint system
- Airbag supplemental restraint system occupancy sensor
- Power remote door locks with 2 stage unlock and panic alarm
- MyKey restricted driving mode
- 3 manually adjustable rear head restraints
- Ford Co-Pilot360 - Automatic Emergency Braking (AEB) Feature
- Brake assist with hill hold control
- 4-wheel disc brakes
- ABS and driveline traction control
- Dual seat mounted side impact airbag supplemental restraint system
- Knee airbag supplemental restraint system
- Remote activated perimeter/approach lighting
- Security system with SecuriLock immobilizer and stolen vehicle tracking system
- Manually adjustable front head restraints
- Ford Co-Pilot360 - Blind Spot Information System (BLIS) blind spot sensor

**Dimensions***General Weights*

Curb ... 3,551 lbs.

*Trailer Type*

*Type	Regular	*Harness	Yes
*Class	II	*Hitch	Yes
*Trailer sway control	Yes		

*General Trailering*

Towing capacity 3500 lbs. GCWR 7374 lbs.

*Fuel Tank type*

Capacity 15.8 gal. Capless fuel filler Yes

*Off Road*

Load floor height 28 "

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**2020 Escape 4dr AWD Titanium (U9J)**

Price Level: 35 | Quote ID: GILACOUNTY

**Selected Equip & Specs (cont'd)***Interior cargo*

Cargo volume	37.5 cu.ft.	Cargo volume seats folded	65.4 cu.ft.
Maximum cargo volume	65.4 cu.ft.	Height	34.8 "
Length	68.5 "	Length to rear seat	37.8 "
Minimum width	41.4 "	Maximum width	57.3 "

**Powertrain***Engine Type*

Brand	EcoBoost	Block material	Aluminum
Cylinders	I-4	Head material	Aluminum
Ignition	Spark	Injection	Gasoline direct injection
Liters	2.0L	Orientation	Transverse
Recommended fuel	Premium unleaded	Valves per cylinder	4
Valvetrain	DOHC	Variable valve control	IVCT
Forced induction	Intercooled turbo		

*Engine Spec*

Bore	3.44"	Compression ratio	10.0:1
Displacement	122 cu.in.	Stroke	3.27"

*Engine Power*

Output	250 HP @ 5,500 RPM	Torque	280 ft.-lb @ 3,000 RPM
--------	--------------------	--------	------------------------

*Alternator*

Amps	0
------	---

*Battery*

Run down protection	Yes
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*Engine Extras*

Auto stop-start feature	Yes	Driver selectable mode	Yes
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*Transmission*

Electronic control	Yes	Lock-up	Yes
Overdrive	Yes	Speed	8
Type	Automatic		

*Transmission Gear Ratios*

1st	4.69	2nd	3.31
3rd	3.01	4th	1.92
5th	1.45	6th	1
7th	0.75	8th	0.62
Reverse Gear ratios	2.96		

*Transmission Extras*

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**2020 Escape 4dr AWD Titanium (U9J)**

Price Level: 35 | Quote ID: GILACOUNTY

**Selected Equip & Specs (cont'd)**

Driver selectable mode ..... Yes

Oil cooler ..... Regular duty

Sequential shift control

SelectShift

**Drive Type**

4wd type

Automatic full-time

Type

All-wheel drive

**Drive Feature**

Limited slip differential

Brake actuated

Traction control

ABS and driveline

Locking hub control ..... Permanent

**Drive Axle**

Ratio ..... 3.47

**Exhaust**

Material ..... Stainless steel

System type

Quasi-dual

Tailpipe finisher ..... Chrome

**Emissions**

\* CARB ..... LEV3-SULEV30

**Fuel Economy**

City ..... 23 mpg

Highway

31 mpg

Fuel type ..... Gasoline

Combined

26 mpg

**Green Values**

Energy Impact Score (Barrels per year) ..... 12.7

Carbon FP / Tailpipe and upstream total GHG (CO<sub>2</sub>, tons per year) ..... 6.9**Driveability****Brakes**

ABS ..... 4-wheel

ABS channels

4

Type ..... 4-wheel disc

Vented discs

Front

Electric parking brake ..... Yes

**Brake Assistance**

Brake assist ..... Yes

Hill hold control

Yes

**Suspension Control**

Ride ..... Regular

Electronic stability control  
anti-roll

Stability control with

**Front Suspension**

Independence ..... Independent

Type

Strut

Anti-roll bar ..... Regular

**Front Spring**

Type ..... Coil

Grade

Regular

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**2020 Escape 4dr AWD Titanium (U9J)**

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**Selected Equip & Specs (cont'd)****Front Shocks**

Type ..... Gas-pressurized

**Rear Suspension**

Independence	Independent	Type	Short and long arm
Anti-roll bar	Regular		

**Rear Spring**

Type	Coil	Grade	Regular
------	------	-------	---------

**Rear Shocks**

Type ..... Gas-pressurized

**Steering**

Speed-sensing	Yes	Activation	Electric power-assist
Type	Rack-pinion		

**Steering Specs**

# of wheels ..... 2

**Exterior****Front Wheels**

Diameter	19"	Width	8.00"
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**Rear Wheels**

Diameter	19"	Width	8.00"
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**Spare Wheels**

Wheel material ..... Steel

**Front and Rear Wheels**

Appearance	Machined w/painted accents	Material	Aluminum
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**Front Tires**

Aspect	55	Diameter	19"
Sidewalls	BSW	Speed	H
Tread	AS	Type	P
Width	225mm		

**Rear Tires**

Aspect	55	Diameter	19"
Sidewalls	BSW	Speed	H
Tread	AS	Type	P
Width	225mm		

**Spare Tire**

Mount	Inside under cargo	Type	Compact
-------	--------------------	------	---------

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**2020 Escape 4dr AWD Titanium (U9J)**

Price Level: 35 | Quote ID: GILACOUNTY

**Selected Equip & Specs (cont'd)****Wheels**

Front track ..... 62.4"  
Wheelbase ..... 106.7"

Rear track ..... 61.8"

**Body Features**

\* Front license plate bracket ..... **Yes**  
Body material ..... Fully galvanized steel  
Active grille shutters ..... Yes

Rear spoiler ..... Lip  
Side impact beams ..... Yes

**Body Doors**

Door count ..... 4  
Right rear passenger ..... Conventional

Left rear passenger ..... Conventional  
Rear cargo ..... Power liftgate

**Exterior Dimensions**

Length ..... 180.5"  
Body height ..... 66.1"

Body width ..... 74.1"

**Safety****Airbags**

Driver front-impact ..... Yes  
Occupancy sensor ..... Yes  
  
Passenger front-impact ..... Yes  
Knee ..... Driver

Driver side-impact ..... Seat mounted  
Overhead Safety Canopy System curtain 1st and 2nd row  
Passenger side-impact ..... Seat mounted

**Seatbelt**

Rear centre 3 point ..... Yes  
Pre-tensioners ..... Front

Height adjustable ..... Front  
Pre-tensioners (#) ..... 2

**Security**

Immobilizer ..... SecuriLock  
Restricted driving mode ..... MyKey

Panic alarm ..... Yes

**Seating****Passenger Capacity**

Capacity ..... 5

**Front Seats**

Split ..... Buckets  
Type ..... Sport

Heated-cushion ..... Driver and passenger  
Heated-seatback ..... Driver and passenger

**Driver Seat**

Fore/aft ..... Power  
Reclining ..... Power

Height adjustable ..... Power  
Way direction control ..... 8

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**2020 Escape 4dr AWD Titanium (U9J)**

Price Level: 35 | Quote ID: GILACOUNTY

**Selected Equip & Specs (cont'd)**

Lumbar support	Power 2-way	Cushion tilt	Power
<i>Passenger seat</i>			
Fore/aft	Power	Reclining	Power
Way direction control	6	Height adjustable	Power
<i>Front Head Restraint</i>			
Control	Manual	Type	Adjustable
<i>Front Armrest</i>			
Centre	Yes		
<i>Rear Seats</i>			
Descriptor	Split-bench	Facing	Front
Folding	60-40	Folding position	Fold forward seatback
Type	Fixed	Reclining	Manual
Fore/aft	Manual		
<i>Rear Head Restraints</i>			
Control	Manual	Type	Adjustable
Number	3		
<i>Rear Armrests</i>			
Centre	Yes		
<i>Front Seat Trim</i>			
Material	Leather	Back material	Leatherette
<i>Rear Seat Trim Group</i>			
Material	Leather	Back material	Carpet
<i>Memory Settings</i>			
Seats	Driver	Memory setting(s)	3
Includes door mirror(s)	Yes		

**Convenience***AC And Heat Type*

Air conditioning	Automatic	Dual zone front	Yes
Air filter	Yes	Underseat ducts	Yes
Voice activation	Yes	Console ducts	Yes

*Audio System*

Auxiliary audio input	Yes	Radio	SiriusXM AM/FM/HD/Satellite
Radio data system	Yes	Radio grade	Regular
Seek-scan	Yes	External memory control	SYNC 3
Internet radio	Yes		

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**Selected Equip & Specs (cont'd)****Audio Speakers**

Speaker type	Bang & Olufsen	Speakers	10
--------------	----------------	----------	----

**Audio Controls**

Amplifier	575W	Speed sensitive volume	Yes
Steering wheel controls	Yes	Digital signal processor	Yes
Voice activation	Yes	Streaming audio	Bluetooth yes

**Audio Antenna**

Type	Integrated roof
------	-----------------

**Video Features**

Integrated navigation system	With voice activation	Real-time traffic display	SiriusXM Traffic yes
------------------------------	-----------------------	---------------------------	----------------------

**LCD Monitors**

1st row	2	* Primary monitor size (inches)	8
---------	---	---------------------------------	---

**Cruise Control**

Cruise control	With steering wheel controls	Distance pacing	Ford Co-Pilot360 Assist+ - Adaptive Cruise Control with Stop-and-Go
Autonomous	Ford Co-Pilot360 Assist+ Lane Centering		

**Remote Releases**

Cargo access	Proximity
--------------	-----------

**Convenience Features**

Trunk/hatch auto-latch	Yes	Driver foot rest	Yes
Retained accessory power	Yes	Garage door transmitter	Yes
12V DC power outlet	2	Emergency SOS	SYNC 3 911 Assist
Wireless phone connectivity	Bluetooth	Smart device integration	Mirroring
Inductive device charging	Front		

**Door Lock Activation**

Type	Power with 2 stage unlock	Remote	Keyfob (all doors)
Keypad	Yes	Integrated key/remote	Yes
Auto locking	Yes	Proximity key	Intelligent Access doors and push button start

**Door Lock Type**

Rear child safety	Manual	Tailgate/rear door lock	Included with power door locks
-------------------	--------	-------------------------	--------------------------------

**Door Locks Extra FOB Controls**

Trunk/hatch/door/tailgate	Yes	* Remote engine start	Smart device
---------------------------	-----	-----------------------	--------------

**Instrumentation Type**

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Price Level: 35 | Quote ID: GILACOUNTY

**Selected Equip & Specs (cont'd)**

Display	Digital/analog	Configurable	Yes
<i>Instrumentation Gauges</i>			
Tachometer	Yes	Engine temperature	Yes
<i>Instrumentation Warnings</i>			
Oil pressure	Yes	Engine temperature	Yes
Battery	Yes	Lights on	Yes
Key	Yes	Low fuel	Yes
Low washer fluid	Yes	Lighting malfunction	Yes
Door ajar	Yes	Rear cargo ajar	Yes
Service interval	Yes	Brake fluid	Yes
Low tire pressure	Yes		
<i>Instrumentation Displays</i>			
Clock	In-radio display	Compass	Yes
Exterior temp	Yes	Systems monitor	Yes
Camera(s) - rear	Yes		
<i>Instrumentation Feature</i>			
Trip computer	Yes	Trip odometer	Yes
Parking sensors	Automated	Lane departure	Active
Blind spot sensor	Warning	Forward collision	Mitigation
Rear collision	Warning	Pedestrian detection	Prevention
<i>Steering Wheel Type</i>			
Material	Leather	Tilting	Manual
Telescoping	Manual	Heated	Yes
<i>Front Side Windows</i>			
Window 1st row activation	Power		
<i>Windows Rear Side</i>			
2nd row activation	Power	3rd row activation	Fixed
<i>Window Features</i>			
1-touch down	Front and rear	1-touch up	Front and rear
Tinted	Deep	Laminated glass	Yes
<i>Front Windshield</i>			
Wiper	Variable intermittent	Rain detecting wipers	Yes
<i>Rear Windshield</i>			
Wiper	Fixed interval	Defroster	Yes
Window	Fixed		

**Interior**

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**2020 Escape 4dr AWD Titanium (U9J)**

Price Level: 35 | Quote ID: GILACOUNTY

**Selected Equip & Specs (cont'd)***Driver Visor*

Illuminated ..... Yes  
Mirror ..... Yes

Expandable coverage ..... Yes

*Passenger Visor*

Illuminated ..... Yes  
Mirror ..... Yes

Expandable coverage ..... Yes

*Rear View Mirror*

Day-night ..... Yes

Auto-dimming ..... Yes

*Trim Door*

Trim insert ..... Leatherette

*Headliner*

Coverage ..... Full

Material ..... Cloth

*Floor Trim*

Coverage ..... Full  
Mats ..... Carpet front and rear

Covering ..... Carpet

*Trim Feature*

Instrument panel insert ..... Simulated wood  
Door panel insert ..... Simulated wood  
Interior accents ..... Chrome/metal-look

Gear shift knob ..... Metal-look  
Console insert ..... Metal-look

*Lighting*

Dome light type ..... Fade  
Illuminated entry ..... Yes  
Ignition switch ..... Yes

Front reading ..... Yes  
Rear reading ..... Yes  
Variable IP lighting ..... Yes

*Floor Console Storage*

Storage ..... Covered

Type ..... Full

*Overhead Console Storage*

Storage ..... Yes

Type ..... Mini

*Storage*

Driver door bin ..... Yes  
Glove box ..... Yes  
Seatback storage pockets ..... 1  
Rear yes ..... Yes  
Rear door bins ..... Yes

Front Beverage holder(s) ..... Yes  
Passenger door bin ..... Yes  
Illuminated ..... Yes  
Instrument panel ..... Bin

*Cargo Space Trim*

Floor ..... Carpet

Trunk lid/rear cargo door ..... Plastic

*Cargo Space Feature*

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**2020 Escape 4dr AWD Titanium (U9J)**

Price Level: 35 | Quote ID: GILACOUNTY

**Selected Equip & Specs (cont'd)**

Tie downs	Yes	Light	Yes
Concealed storage	Yes		

**Legroom**

Front	42.4"	Rear	38.9"
-------	-------	------	-------

**Headroom**

Front	40.0"	Rear	39.3"
-------	-------	------	-------

**Hip Room**

Front	55.2"	Rear	53.3"
-------	-------	------	-------

**Shoulder Room**

Front	57.6"	Rear	56.0"
-------	-------	------	-------

**Interior Volume**

Passenger volume	104.0 cu.ft.
------------------	--------------

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BID NO. 121919-1  
Three (3) New Ford Escape AWD 2.0L ECOBOOST

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

STATE OF ARIZONA )  
 ) ss  
COUNTY OF: Maricopa )

Sandra Gonzalez  
(Name of Individual) being first duly sworn, deposes and says:

That he is Government Account Manager  
(Title)

of PFVT Motors, LLC, DBA Peona Ford and  
(Name of Business)

That he is bidding on Gila County Bid No. 121919-1 - Three (3) New Ford Escape AWD 2.0L ECOBOOST and,

That neither he nor anyone associated with the said PFVT Motors, 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 project.

PFVT Motors, LLC  
Name of Business

Sandra Gonzalez  
By

Government Manager  
Title



Subscribed and sworn to before me this 3 day of Feb, 2020.

[Signature]  
Notary Public

My Commission expires:

09/26/22

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 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.

Sandra Gonzalez - Government Acct Mgr.  
Typed Name and Title of Authorized Representative

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

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

### LEGAL ARIZONA WORKERS ACT COMPLIANCE

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

County shall have the right at any time to inspect the books and records of Vendor and any Subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Vendor's or any Subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Vendor to penalties up to and including suspension or termination of this Contract. If the breach is by a Subcontractor, and the subcontract is suspended or terminated as a result, and Gila County elects to continue the contract with the Vendor, Vendor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement Subcontractor, as soon as possible so as not to delay project completion.

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

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to ensure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Vendor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Vendor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Vendor shall be entitled to an extension of time, but not costs.



Signature of Authorized Representative

Sandra Gonzalez

Printed Name

Government Manager

Title

BID NO. 121919-1  
THREE (3) New Ford Escape AWD 2.0L ECOBOOST

**BIDDERS CHECKLIST & ADDENDA ACKNOWLEDGEMENT**

**NOTICE IS HEREBY GIVEN** that all Bid Documents shall be completed, executed, and submitted with this IFB. If bidder fails to complete or execute any portion of the Bid Documents, this IFB will be determined to be "non-responsive" and rejected.

**CHECKLIST:**

**REQUIRED DOCUMENT**

**COMPLETED AND EXECUTED**

QUALIFICATION & CERTIFICATION FORM

✓

CERTIFICATION REGARDING DEBARMENT

✓

PRICE SHEETS

✓

NO COLLUSION AFFIDAVIT

✓

LEGAL ARIZONA WORKS ACT COMPLIANCE

✓

BIDDERS CHECKLIST & ADDENDA ACKNOWLEDGEMENT

✓

OFFER PAGE

✓

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:**

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

Signed and dated this 3 day of February, 2020

PFVT MOTORS, LLC

VENDOR

By: (Signature)

Each bid shall be sealed in an envelope addressed to the Gila County Procurement Group and bearing the following statement on the outside of the envelope: **Invitation for Bids: Bid No. 121919-1 Three (3) New Ford Escape AWD 2.0L ECOBOOST.** All bids shall be filed with the Gila County Finance Department at the Copper Building, 1400 E. Ash St., Globe, AZ on or before February 6, 2020, 11:00 A.M.

BID NO. 121919-1  
Three (3) New Ford Escape AWD 2.0L ECOBOOST

OFFER PAGE

**TO GILA COUNTY:**

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

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

**CONTRACT NUMBER: 121919-1 THREE (3) New Ford Escape AWD 2.0L ECOBOOST**

Firm Submitting Bid:

PFVT Motors, LLC dba Peoria  
Company Name Ford

9130 W. Bell Rd  
Address

Peoria AZ 85382  
City State Zip

For clarification of this offer, contact:

Name: Sandra Gonzalez

Phone No.: 480-696-5930

Fax \_\_\_\_\_

Email: sgonzalez@peoriaford.com



Signature of Authorized Person to Sign

Sandra Gonzalez  
Printed Name

Government Manager  
Title

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

**BID NO. 121919-1**  
**Three (3) New Ford Escape AWD 2.0L ECOBOOST**

---

**ACCEPTANCE OF OFFER**

(For Gila County use only)

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

The Vendor PFVT MOTORS, LLC is now bound to provide the materials or services listed in Invitation for Bid No.: 121919-1 including all terms and conditions, specifications, amendments, etc. and the Vendor's Offer as accepted by County entity.

The contract shall henceforth be referenced to as Contract No. 121919-1. The Vendor has been cautioned not to commence any billable work or to provide any material or service under this Contract until Vendor receives written notice to proceed from Gila County.

Awarded this \_\_\_\_\_ day of \_\_\_\_\_, 2020

**GILA COUNTY BOARD OF SUPERVISORS:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**BID NO. 121919-1**  
**Three (3) New Ford Escape AWD 2.0L ECOBOOST**

---

**QUALIFICATION AND CERTIFICATION FORM**

**EXHIBIT "D" VENDORS QUALIFICATION AND REFERENCE LIST**

**PURPOSE**

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Vendors under consideration for final award. The information may or may not be a determining factor in award.

**CONTACT NUMBER 121919-1 THREE (3) New Ford Escape AWD 2.0L ECOBOOST**

The applicant submitting this Bid warrants the following:

1. Name, Address, and Telephone Number of Principal Vendor:  
San Tan Ford  
1429 E. Motor Plex Loop  
Gilbert, AZ 85297
2. Has Vendor (under its present or any previous name) ever failed to complete a contract?  
           Yes   X   No. If "Yes", give details including the date, the contracting agency, and the reason Vendor failed to perform in the narrative part of this Contract.
3. Has Vendor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract?            Yes   X   No. If "Yes", give details, including the date, the contracting agency, the reasons for the Vendors disqualifications, and whether this disqualification remains in effect in the narrative part of this Contract.
4. Has a contracting agency ever terminated a contract with the Vendor (under your firm's present or any previous name) prior to end of contract period?            Yes   X   No. If "Yes", give details including the date, the contracting agency, and the reasons offer was terminated in the narrative part of this Contract.
5. Vendor must also provide at least the following information:
  - a. A Cost Bid shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
  - b. Gila County reserves the right to request additional information.

  
Signature of Authorized Person to Sign

Jared Smith

Printed Name

Government & Commercial Fleet Manager

Title



### PRICE SHEET GENERAL SERVICES/FLEET MANAGEMENT

**DESCRIPTION: Three (3) New Ford Escape AWD 2.0L ECOBOOST**

**Vehicle Year, Make, & Model:** \_\_\_\_\_

2020, Ford Escape Titanium AWD

MINIMUM SPECIFICATIONS Three (3) New Ford Escape 4 Door AWD		MEETS <u>MINIMUM</u> SPECIFICATIONS	
		NO	YES
Exterior:	Star White Metallic Tri-Coat (AZ)		X
Interior:	(DH) Ebony Leather		X
Power Features:	Driver Seat;		X
	Power steering; Door Locks; Windows; Mirrors.		X
	Power Steering and Tilt Steering Wheel		X
	A/C & Heat		X
	Factory Solar Tinted Windows		X
	Remote Keyless Entry <b>PLUS 4 ENTRY AND IGNITION KEYS/FOB SETS</b>		X
	Cruise Control		X
	AM / FM Radio W/Hands Free Bluetooth Cell Phone Capability (SYNC)		X
	Gas Engine: 2.0L ECOBOOST		X
	Automatic Transmission		X
	All Wheel Drive		X
	Backup Camera System		X
	All Season Tires		X
	Full Sized Spare Tire. Space Saver Spare	X	
	Jack and Tire Changing Tools.		X
SUB – TOTAL AMOUNT		\$	33,130.14
OTHER COSTS Delivery		\$	150.00
SALES TAX & Tire Tax		\$	2589.15
TOTAL AMOUNT OF DELIVERED VEHICLE Each		\$	35,869.29

	\$99,390.42
	\$ 450.00
	\$ 7,767.45
	\$107,607.87

**Delivery Location:** Gila County Fleet Management, 1001 W. Besich Blvd., Globe, AZ 85501

Estimated Date of Delivery prior to June 30, 2020: June 2nd, 2020

**Vendor Name:** San Tan Ford / Jared Smith **Contact Number:** 480-821-3200 Ext 4099

1410000000

VIRTCDP V4.00 5132

CNGP530

VEHICLE ORDER CONFIRMATION

02/01/20 00:12:59

==&gt;

Dealer: F71182

2020 ESCAPE

Page: 1 of 1

Order No: 0001 Priority: D3 Ord FIN: QS037 Order Type: 5B Price Level: 035

Ord Code: 401A Cust/Flt Name: GILA 121919

PO Number:

RETAIL

RETAIL

U9J TITANIUM AWD \$36835

SP DLR ACCT ADJ

.106.7" WB

SP FLT ACCT CR

AZ STAR WHITE TC 595

FUEL CHARGE

D LTHR BUCKETS

B4A NET INV FLT OPT NC

H EBONY

DEST AND DELIV 1195

401A EQUIP GRP

TOTAL BASE AND OPTIONS 38625

999 .2.0L ECO ENGINE NC

2.0L ECOBOOST NATL DIS (400)

448 .8-SPD AUTOTRANS NC

TOTAL 38225

225/65R19 TIRES

\*THIS IS NOT AN INVOICE\*

JOB #3 ORDER

CLASS II TRL TW

WIRELESS CHARGE

FLEET SPCL ADJ NC

2.0L DISC PKG NC

19" ALUM WHLS

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit

F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QD07488

V1DP0003

2,6



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.

Jared Smith - Government & Commercial Fleet Manager

Typed Name and Title of Authorized Representative

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

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

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

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

County shall have the right at any time to inspect the books and records of Vendor and any Subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Vendor's or any Subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Vendor to penalties up to and including suspension or termination of this Contract. If the breach is by a Subcontractor, and the subcontract is suspended or terminated as a result, and Gila County elects to continue the contract with the Vendor, Vendor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement Subcontractor, as soon as possible so as not to delay project completion.

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

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to ensure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Vendor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Vendor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Vendor shall be entitled to an extension of time, but not costs.

  
\_\_\_\_\_  
Signature of Authorized Representative  
Jared Smith  
\_\_\_\_\_  
Printed Name  
Government & Commercial Fleet Manager  
\_\_\_\_\_  
Title

BID NO. 121919-1  
THREE (3) New Ford Escape AWD 2.0L ECOBOOST

**BIDDERS CHECKLIST & ADDENDA ACKNOWLEDGEMENT**

**NOTICE IS HEREBY GIVEN** that all Bid Documents shall be completed, executed, and submitted with this IFB. If bidder fails to complete or execute any portion of the Bid Documents, this IFB will be determined to be "non-responsive" and rejected.

**CHECKLIST:**

**REQUIRED DOCUMENT**

**COMPLETED AND EXECUTED**

QUALIFICATION & CERTIFICATION FORM  
CERTIFICATION REGARDING DEBARMENT  
PRICE SHEETS  
NO COLLUSION AFFIDAVIT  
LEGAL ARIZONA WORKS ACT COMPLIANCE  
BIDDERS CHECKLIST & ADDENDA ACKNOWLEDGEMENT  
OFFER PAGE

X

X

X

X

X

X

X

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:**

	#1	#2	#3	#4	#5
Initials	JS	JS			
Date	1/20/20	1/27/20			

Signed and dated this 4th day of February, 2020

San Tan Ford

VENDOR:

BY: (Signature)

Each bid shall be sealed in an envelope addressed to the Gila County Procurement Group and bearing the following statement on the outside of the envelope: **Invitation for Bids: Bid No. 121919-1 Three (3) New Ford Escape AWD 2.0L ECOBOOST.** All bids shall be filed with the Gila County Finance Department at the Copper Building, 1400 E. Ash St., Globe, AZ on or before February 6, 2020, 11:00 A.M.

**BID NO. 121919-1**  
**Three (3) New Ford Escape AWD 2.0L ECOBOOST**

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**OFFER PAGE**

**TO GILA COUNTY:**

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

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

**CONTRACT NUMBER: 121919-1 THREE (3) New Ford Escape AWD 2.0L ECOBOOST**

**Firm Submitting Bid:**

San Tan ford  
Company Name  
1429 E. Motorplex Loop  
Address  
Gilbert                      AZ                      85297  
City                              State                              Zip

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

Name: Jared Smith  
Phone No.: 480-821-3200 Ext 4099  
Fax 480-621-3796  
Email: jaredsmith@santanford.com

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

Jared Smith  
Printed Name  
Government & Commercial Fleet Manager  
Title

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

**BID NO. 121919-1**  
**Three (3) New Ford Escape AWD 2.0L ECOBOOST**

---

**ACCEPTANCE OF OFFER**  
(For Gila County use only)

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

The Vendor \_\_\_\_\_ is now bound to provide the materials or services listed in Invitation for Bid No.: 121919-1 including all terms and conditions, specifications, amendments, etc. and the Vendor's Offer as accepted by County entity.

The contract shall henceforth be referenced to as **Contract No. 121919-1**. The Vendor has been cautioned not to commence any billable work or to provide any material or service under this Contract until Vendor receives written notice to proceed from Gila County.

Awarded this \_\_\_\_\_ day of \_\_\_\_\_, 2020

**GILA COUNTY BOARD OF SUPERVISORS:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



**ARF-5918**

**Regular Agenda Item 3. K.**

**Regular BOS Meeting**

Meeting Date: 03/10/2020

Submitted For: Steve Sanders, Director

Submitted By: Steve Sanders, Director

Department: Public Works

Division: Administration

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Information

Request/Subject

To determine whether Fulton Ave., a portion of Central Ave., and the alley in Block Eleven between Victor St. and Tremont St. shown on the Map of South Globe, GCR Map 20 are necessary for public use as roadways and alleyways. If they are not necessary for public use, then accept a Citizens' Petition to begin the process to abandon Fulton Ave., a portion of Central Ave., and the alley in Block Eleven between Victor and Tremont St. as shown on the Map of South Globe, GCR Map 20.

Background Information

On August 28, 1909, at the request of F.L. Toombs, secretary of the East Globe Land and Trust Co. the map of South Globe was recorded with Gila County. The recording information is Plat 20, Gila County Records, Territory of Arizona. The streets, alleys, and parks are shown on the map were dedicated to the public. Fulton Ave., Central Ave. from the intersection of Victor St. to Fulton have never been built and exists only on paper. The alley in Block Eleven between Victor and Tremont serves no public purpose.

Evaluation

The property between Fulton and Central is owned by the Tomerlin's. The property between Central and Tremont is also owned by Tomerlin's. The Shellenburger's own the property on the north side of Fulton.

Conclusion

Vacating this road will not deny anyone access to their property.

Recommendation

It is the recommendation of the Public Works Director that the Board of Supervisors declare these roads not necessary for public use and accept a Citizens' Petition to begin the process to abandon Fulton Ave., a portion of Central Ave., and the alley in Block Eleven between Victor and Tremont St. as shown on the Map of South Globe, GCR Map 20.

Suggested Motion

Information/Discussion/Action to declare Fulton Ave., a portion of Central Ave., and the alley in Block Eleven between Victor St. and Tremont St., as shown on the Map of South Globe, GCR Map 20, as not being necessary for public use as roadways and alleyways; and accept a Citizens' Petition to begin the process to abandon Fulton Ave., a portion of Central Ave., and the alley in Block Eleven between Victor and Tremont St. as shown on the Map of South Globe, GCR Map 20. **(Steve Sanders)**

---

Attachments

Petition

Map

---

# **PETITION TO VACATE A ROADWAY OR EXTINGUISHMENT AN EASEMENT**

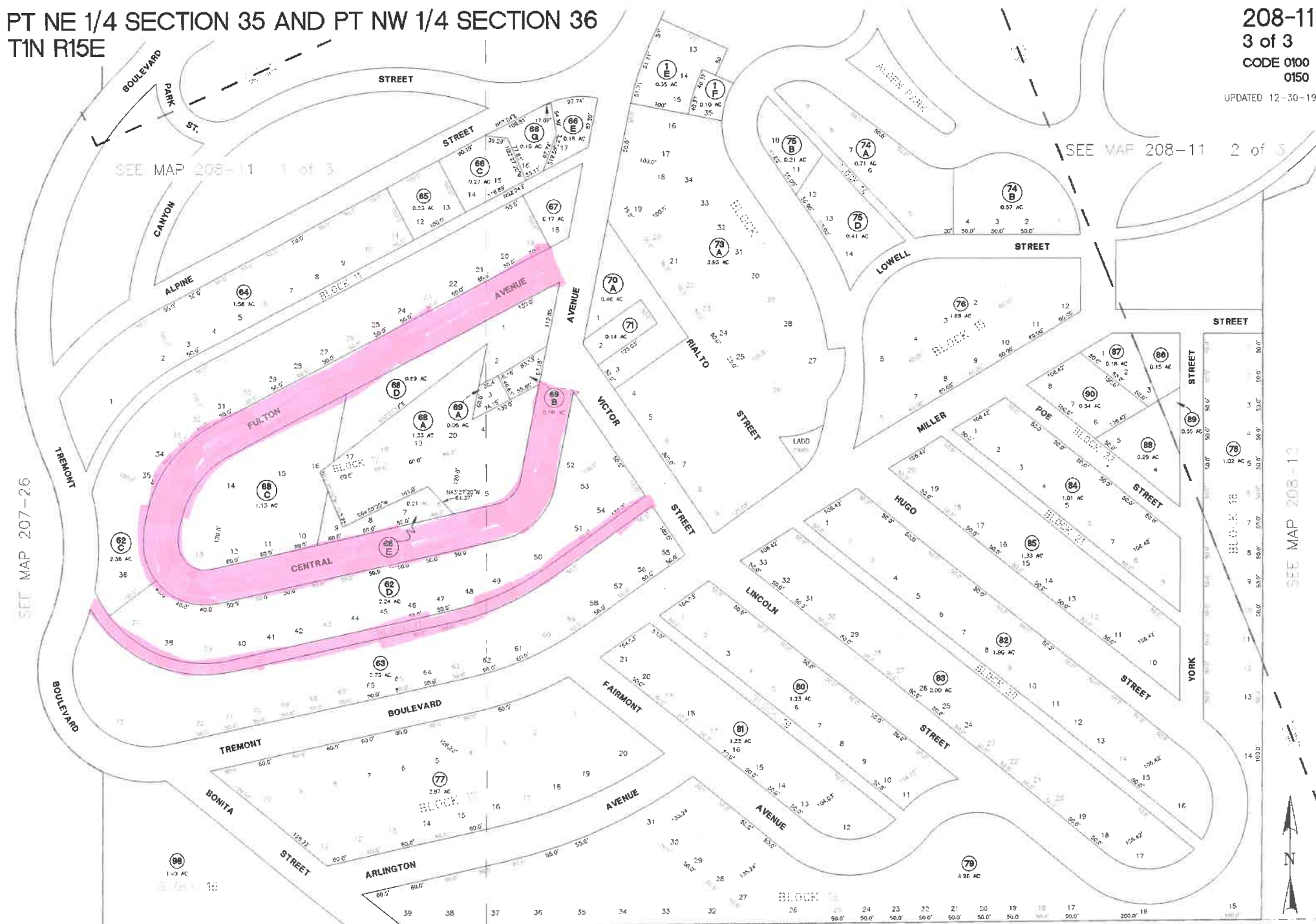
We the undersigned, all being resident taxpayers in Gila County, Arizona, do hereby petition the Honorable Gila County Board of Supervisors for the vacation or extinguishment of the above described property:

Petition must have a minimum of ten (10) signatures that support the application. While not a requirement it is suggested residents surrounding the proposed vacation or extinguishment be given the opportunity to sign the petition.

<u>NAME</u>	<u>ADDRESS</u>	<u>DATE</u>
Denisy Dal Molin-Jomelin	118 Central Avenue Globe AZ	10/15/19
Frederic Curriel	890 Verde Ln Globe, AZ	10/15/19
John R. Vance	7975 E. Winchester Dr., Globe, Az	10-15-19
Joseph Samples	724 First Ave Miami AZ	10-15-19
Albert Curriel	1244 E Blazer Dr. Globe AZ	10-15-19
Kathleen N. Loeza	134 N. High St. Globe AZ	10-15-19
Ben DalMolin	1839 S. Holder Dr.	10-16-19.
Katherine Roberts	354 Hermosa Vista Globe, AZ 85501	10/16/19
Marvin Boar	702 Second Ave Miami, Az	10-15-19
FRANK DalMolin	#2 DalMolin Heights Globe, AZ	11-5-19
Frank Sr. Tal	257 N. High St. Globe, Az	11-6-19
Virginia Rest	204 W. Central Ave Globe, az	11/20/19
Eutrupe Savage	355 Alpine Rd Globe az	11/24/19
Donald A. Sanchez	355 Alpine St Globe AZ	12/6/19
Robert Shellenbarger	9112 S. Lee House Globe, Az	12-6-19

PT NE 1/4 SECTION 35 AND PT NW 1/4 SECTION 36  
T1N R15E

208-11  
3 of 3  
CODE 0100  
0150  
UPDATED 12-30-19



SEE MAP 207-26

SEE MAP 208-11 2 of 3

SEE MAP 208-12

SOUTH GLOBE  
Gila County Recorded Plat 20

SEE MAP 208-08

(C) = CALCULATED  
(R) = RECORDED  
SCALE = 1" = 100'  
"FOR INFORMATION ONLY, NO LIABILITY ASSUMED."  
GILA COUNTY ASSESSOR

**ARF-5920**

**Regular Agenda Item 3. L.**

**Regular BOS Meeting**

Meeting Date: 03/10/2020

Submitted For: Steve Sanders, Director

Submitted By: Shannon Boyer, Executive Administrative Asst.

Department: Public Works

Fiscal Year: 2019-2020

Budgeted?: Yes

Contract Dates 2016-2020

Grant?: No

Begin & End:

Matching Yes

Fund?: New

Requirement?:

---

Information

Request/Subject

Adoption of Resolution No. 20-03-03 authorizing the execution of Amendment No. Three to an Intergovernmental Agreement (JPA File No. IGA/JPA 16-0005916-I) with the Arizona Department of Transportation (ADOT) for the bridge replacement project on Colcord Road east of Payson.

Background Information

On September 6, 2016, the Board adopted Resolution No. 16-09-02 authorizing the approval of an Intergovernmental Agreement (IGA/JPA 16-0005916-I) to replace the bridge on Colcord Road over Gordon Canyon east of Payson in Gila County. Gila County paid ADOT \$6,054 which was the County's 5.7% match for the scoping and design.

On May 9, 2017, the Board adopted Resolution No. 17-05-01 authorizing the approval of Amendment No. One which added an additional \$204,000 of Federal funds for scoping and design. Gila County paid ADOT \$12,331, which was the County's 5.7% match for the additional Federal funds toward scoping and design.

On April 16, 2019, the Board adopted Resolution No. 19-04-01 authorizing the approval of Amendment No. Two which moved \$65,000 from construction funds to design. This transfer of funds amounted to \$61,295 of Federal Funds and \$3,705 of local funds.

Gila County recently requested and received \$60,260 of Surface Transportation Program (STP) funds from the Central Arizona

Governments (CAG) to be used for the construction of the project. The amount of \$60,260 along with a local match of \$4,740 will replace the \$65,000 that was transferred from the construction budget by action of said Amendment No. Two.

### Evaluation

The acceptance of the STP funds in the amount of \$60,260 from CAG and the agreement to participate with local funds in the amount of \$4,740 will reestablish the construction budget back to the amount that was in place prior to said Amendment No. Two.

### Conclusion

It is in the best interest of the County to accept the STP funds and contribute a portion of local funds to reestablish an adequate construction budget for the project.

### Recommendation

The Public Works Department Director recommends that the Gila County Board of Supervisors adopt Resolution No. 20-03-03 approving Amendment No. Three to an Intergovernmental Agreement (IGA/JPA 16-0005916-I) between the State of Arizona, Department of Transportation, and Gila County for the reestablishment of the construction funds in the amount of \$65,000 of which was transferred out to the design budget by acceptance of Amendment No. Two of said Intergovernmental Agreement (IGA/JPA 16-0005916-I).

### Suggested Motion

Information/Discussion/Action to adopt Resolution No. 20-03-03 authorizing the execution of Amendment No. Three to an Intergovernmental Agreement (IGA/JPA 16-0005916-I) between Gila County and the State of Arizona, Department of Transportation, which is related to the bridge replacement project on Colcord Road east of Payson.  
**(Steve Sanders)**

---

### Attachments

Resolution No. 20-03-03

Amendment No. Three

Amendment No. Two

Amendment No. One

JPA/IGA 16-0005916-I

---



When recorded please send to:  
Marian Sheppard, Clerk of the Board



**RESOLUTION NO. 20-03-03**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA, AUTHORIZING THE EXECUTION OF AMENDMENT NO. THREE TO AN INTERGOVERNMENTAL AGREEMENT (IGA/JPA 16-0005916-I) BETWEEN GILA COUNTY AND THE STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION, FOR THE DESIGN AND CONSTRUCTION OF A BRIDGE ON COLCORD ROAD OVER GORDON CANYON EAST OF PAYSON, ARIZONA**

**WHEREAS**, the Gila County Board of Supervisors is desirous of undertaking the design and construction of a bridge on Colcord Road over Gordon Canyon east of Payson, Arizona; and

**WHEREAS**, on September 6, 2016, the Gila County Board of Supervisors adopted Resolution No. 16-09-02 authorizing the execution of an Intergovernmental Agreement (IGA/JPA 16-0005916-I) with regard to the design and construction of a bridge on Colcord Road over Gordon Canyon; and

**WHEREAS**, on May 9, 2017, the Gila County Board of Supervisors adopted Resolution No. 17-05-01 authorizing Amendment No. One to IGA/JPA 16-0005916-I which revised the funding; and

**WHEREAS**, on April 16, 2019, the Gila County Board of Supervisors adopted Resolution No. 19-04-01 authorizing Amendment No. Two to IGA/JPA 16-0005916-I which revised the funding; and

**WHEREAS**, Amendment No. Three to IGA/JPA 16-0005916-I revises the funding; and

**WHEREAS**, an Intergovernmental Agreement or any subsequent amendment to the Intergovernmental Agreement requires a resolution of Gila County to authorize execution of the agreement;

**NOW, THEREFORE, BE IT RESOLVED**, that the Gila County Board of Supervisors authorizes the execution of Amendment No. Three to an Intergovernmental Agreement (IGA/JPA 16-0005916-I) between Gila County and the State of Arizona, Department of Transportation, for the design and construction of a bridge on Colcord Road over Gordon Canyon east of Payson, Arizona.

**PASSED AND ADOPTED** this 10<sup>th</sup> day of March 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:

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



ADOT File No.: IGA 16-0005916-I  
Amendment No. Three: 19-0007585-I  
AG Contract No.: P001 2016 002054  
Project Location/Name: Colcord Rd BR  
11465, .8 miles West of Chamberlin Trail  
Type of Work: Construct Bridge  
Federal-aid No.: GGI-0(215)T  
ADOT Project No.: T0087 01D/03D/01C  
TIP/STIP No.: GIL17-01D & GIL20-01C  
CFDA No.: 20.205 - Highway Planning and  
Construction  
Budget Source Item No.: N/A

**AMENDMENT NO. THREE  
TO  
INTERGOVERNMENTAL AGREEMENT**

BETWEEN  
THE STATE OF ARIZONA  
AND  
GILA COUNTY

**THIS AMENDMENT NO. THREE to INTERGOVERNMENTAL AGREEMENT (the “Amendment No. Three”)**, is entered into this date \_\_\_\_\_, pursuant to Arizona Revised Statutes (“A.R.S.”) §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the “State” or “ADOT”) and GILA COUNTY, acting by and through its CHAIRMAN and BOARD OF SUPERVISORS (the “County”). The State and the County are collectively referred to as the “Parties.”

**WHEREAS**, the INTERGOVERNMENTAL AGREEMENT, IGA/JPA 16-0005916-I, A.G. Contract No. P001 2016 002054, was executed on September 12, 2016, (the “Original Agreement”); IGA/JPA 16-0005916-I Amendment No. One, executed on May 16, 2017, (the “Amendment No. One”); and IGA/JPA 16-0005916-I Amendment No. Two, executed on April 25, 2019, (the “Amendment No. Two”).

**WHEREAS**, the State is empowered by A.R.S. § 28-401 to enter into this Amendment No. Three and has delegated to the undersigned the authority to execute this Amendment No. Three on behalf of the State;

**WHEREAS**, the County is empowered by A.R.S. § 11-251 to enter into this Amendment No. Three and has by resolution, a copy of which is attached and made a part of, resolved to enter into this Amendment No. Three and has authorized the undersigned to execute this Amendment No. Three on behalf of the County; and

**NOW THEREFORE, in consideration of the mutual terms expressed herein, the purpose of this Amendment No. Three is to revise Project costs. The Parties desire to amend the Original Agreement, Amendment No. One, and Amendment No. Two, as follows:**

## **I. RECITALS**

### **Section I. Paragraphs 4, 7, and 8 are revised, as follows:**

4. The County, in order to obtain federal funds for the design and/or construction of the Project, is willing to provide County funds to match federal funds in the ratio required or as finally fixed and determined by the County and FHWA. The Federal funds expended on the Project are not to exceed \$1,460,420.00. The County is responsible for, and agrees to pay, any and all actual costs exceeding the \$1,460,420.00 threshold.
7. The federal funds will be used for the scoping/design and construction of the Project, including the construction engineering (CE) and administration costs. The estimated Project costs are as follows:

#### **T0087 03D (scoping/design):**

Federal-aid funds @ 94.3%	\$ 100,160.00
County's match @ 5.7%	\$ 6,054.00
Federal-aid Off-System Bridge funds @ 94.3%	\$ 265,295.00
County's match @ 5.7%	<u>\$ 16,036.00</u>

**Subtotal – Scoping/Design\*** **\$ 387,545.00**

#### **T0087 01C (construction):**

Federal-aid STP funds @ 94.3%	\$ 360,260.00
County's match @ 5.7%	\$ 21,776.00
County's contribution @ 100%	\$ 72,964.00
Federal-aid Off-System Bridge funds @ 94.3%	\$ 734,705.00
County's match @ 5.7%	<u>\$ 44,409.00</u>

**Subtotal – Construction\*\*** **\$1,234,114.00**

**Total Estimated County Funds** **\$ 161,239.00**  
**Total Federal Funds** **\$1,460,420.00**

**Estimated TOTAL Project Cost** **\$1,621,659.00**

\* (Includes ADOT Project Development Administration (PDA) (formerly referred to as PMDR) Costs)

\*\* (Includes 15% CE (this percentage is subject to change, any change will require concurrence from the County) and 5% Project contingencies)

Consistent with the Original Agreement, Amendment No. One, and Amendment No. Two, the County has been invoiced and paid \$22,090.00 for the County's share of PDA and design costs.

8. The parties acknowledge that the final Project costs may exceed the initial estimate(s) shown above, and in such case, the Federal Off-System Bridge funds expended on the project are not to exceed \$1,000,000.00. Any budget increasing scope change proposed by the County must

first be approved by the State or it will not be eligible for Federal funds. The County is responsible for, and agrees to pay, any and all actual costs exceeding the \$1,000,000.00 Federal Off-System Bridge funds and the \$460,420.00 Federal Surface Transportation Program funds threshold. If the final bid amount is less than the initial estimate, the difference between the final bid amount and the initial estimate will be de-obligated or otherwise released from the Project. The County acknowledges it remains responsible for, and agrees to pay according to the terms of this Agreement, any and all actual costs exceeding the final bid amount if the final bid amount exceeds the sum of \$1,460,420.00 between the two federal funding sources.

## **II. SCOPE OF WORK**

### **Section II, Paragraph 1.3. is revised, as follows:**

1. The State will:
  - e. After completion of design and prior to bid advertisement, invoice the County for the account PDA costs, as applicable, and the County's share of the Project construction costs, estimated at \$139,149.00. After the Project costs for construction are finalized, the State will either invoice or reimburse the County for the difference between estimated and actual costs. De-obligate or otherwise release any remaining federal funds from the scoping/design phase of the Project.

### **Section II, Paragraph 2.d. is revised, as follows:**

2. The County will:
  - d. After completion of design, within 30 days of receipt of an invoice from the State and prior to bid advertisement, pay to the State, any outstanding PDA costs and the County's share of the Project construction costs, estimated at \$139,149.00. Be responsible for and pay the difference between the estimated and actual construction costs of the Project, within 30 days of receipt of an invoice.

## **III. MISCELLANEOUS PROVISIONS**

### **Section III, Paragraph 20. is revised, as follows:**

20. The Parties shall certify that all contractors comply with the applicable requirements of A.R.S. §35-393.01.

**EXCEPT AS AMENDED, ALL OTHER** terms and conditions of the Original Agreement, Amendment No. One, and Amendment No. Two remain in full force and effect.

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**THIS AMENDMENT NO. THREE** shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

**IN ACCORDANCE WITH** A.R.S. § 11-952 (D) attached and incorporated in this Amendment No. Three is the written determination of each Party's legal counsel that the Parties are authorized under the laws of this State to enter into this Amendment No. Three and that the Amendment No. Three is in proper form.

**IN WITNESS WHEREOF**, the Parties have executed this Amendment No. Three the day and year first above written.

**GILA COUNTY**

**STATE OF ARIZONA**  
Department of Transportation

By \_\_\_\_\_  
**WOODY CLINE**  
Chairman  
Board of Supervisors

By \_\_\_\_\_  
**STEVE BOSCHEN, PE**  
Division Director

ATTEST:

By \_\_\_\_\_  
**MARIAN E. SHEPPARD**  
Clerk  
Board of Supervisors

**ATTORNEY APPROVAL FORM FOR GILA COUNTY**

I have reviewed the above referenced Amendment No. Three to the Original Agreement, Amendment No. One, and Amendment No. Two between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and GILA COUNTY, an agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Amendment No. Three to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Amendment No. Three.

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

\_\_\_\_\_  
Date

**ADOT File No.: IGA: 16-0005916-I**  
**Amendment No. Two: 19-0007260-I**  
AG Contract No.: P001 2016 002054  
Project Location/Name: Colcord Rd BR  
11465, .8 miles West of Chamberlin Trail  
Type of Work: Construct Bridge  
Federal-aid No.: GGI-0(215)T  
ADOT Project No.: T0087 01D/03D/01C  
TIP/STIP No.: GIL17-01D & GIL20-01C  
CFDA No.: 20.205 - Highway Planning and  
Construction  
Budget Source Item No.: N/A

**AMENDMENT NO. TWO  
TO  
INTERGOVERNMENTAL AGREEMENT**

BETWEEN  
THE STATE OF ARIZONA  
AND  
GILA COUNTY

**THIS AMENDMENT NO. TWO to INTERGOVERNMENTAL AGREEMENT (the "Amendment No. Two")**, is entered into this date April 25, 2019, pursuant to Arizona Revised Statutes ("A.R.S") §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State" or "ADOT") and GILA COUNTY, acting by and through its CHAIRMAN and BOARD OF SUPERVISORS (the "County"). The State and the County are collectively referred to as the "Parties."

**WHEREAS**, the INTERGOVERNMENTAL AGREEMENT, IGA/JPA 16-0005916-I, A.G. Contract No. P001 2016 002054, was executed on September 12, 2016, (the "Original Agreement"); and IGA/JPA 17-0006375-I Amendment No. One, executed on May 16, 2017, (the "Amendment No. One");

**WHEREAS**, the State is empowered by A.R.S § 28-401 to enter into this Amendment No. Two and has delegated to the undersigned the authority to execute this Amendment No. Two on behalf of the State;

**WHEREAS**, the County is empowered by A.R.S § 11-251 to enter into this Amendment No. Two and has by resolution, a copy of which is attached and made a part of, resolved to enter into this Amendment No. Two and has authorized the undersigned to execute this Amendment No. Two on behalf of the County; and

**NOW THEREFORE**, in consideration of the mutual terms expressed herein, the purpose of this Amendment No. Two is to revise Project costs and transfer off-system bridge funds from the construction phase to the design phase of the Project. The Parties desire to amend the Original Agreement and Amendment No. One, as follows:

IGA: 16-0005916-I  
Amendment No. Two: 19-0007260-I

## **I. RECITALS**

### **Section I., Paragraph 7 is revised, as follows:**

7. The federal funds will be used for the scoping/design and construction of the Project, including the construction engineering (CE) and administration costs. The estimated Project costs are as follows:

#### **T0087 03D (scoping/design):**

Federal-aid funds @ 94.3%	\$ 100,160.00
County's match @ 5.7%	\$ 6,054.00
Federal-aid Off-System Bridge funds @ 94.3%	\$ 265,295.00
County's match @ 5.7%	<u>\$ 16,036.00</u>

**Subtotal – Scoping/Design \*** **\$ 387,545.00**

#### **T0087 01C (construction):**

Federal-aid STP funds @ 94.3%	\$ 300,000.00
County's match @ 5.7%	\$ 18,134.00
County's contribution @ 100%	\$ 71,866.00
Federal-aid Off-System Bridge funds @ 94.3%	\$ 734,705.00
County's match @ 5.7%	<u>\$ 44,409.00</u>

**Subtotal – Construction\*\*** **\$1,169,114.00**

**Total Estimated County Funds** **\$ 156,499.00**  
**Total Federal Funds** **\$1,400,160.00**

**Estimated TOTAL Project Cost** **\$1,556,659.00**

\* (Includes ADOT Project Development Administration (PDA) (formerly referred to as PMDR) Costs)

\*\* (Includes 15% CE (this percentage is subject to change, any change will require concurrence from the County) and 5% Project contingencies)

**Consistent with the Original Agreement and Amendment No. One, the County has been invoiced and paid \$18,385.00 and will pay the remaining \$3,705.00 for the County's share of PDA and design costs within 30 days of receipt of an invoice.**

IGA: 16-0005916-I  
Amendment No. Two: 19-0007260-I

## **II. SCOPE OF WORK**

### **Section II, Paragraph 1.e. is revised, as follows:**

1. The State will:
  - e. After completion of design and prior to bid advertisement, invoice the County for the actual PDA costs, as applicable, and the County's share of the Project construction costs, estimated at \$134,409.00. After the Project costs for construction are finalized, the State will either invoice or reimburse the County for the difference between estimated and actual costs. De-obligate or otherwise release any remaining federal funds from the scoping/design phase of the Project.

### **Section II, Paragraph 2.d. is revised, as follows:**

2. The County will:
  - d. After completion of design, within 30 days of receipt of an invoice from the State and prior to bid advertisement, pay to the State, any outstanding PDA costs and the the County's share of the Project construction costs, estimated at \$134,409.00. Be responsible for and pay the difference between the estimated and actual construction costs of the Project, within 30 days of receipt of an invoice.

## **III. MISCELLANEOUS PROVISIONS**

### **Section III, Paragraphs 20. and 21. are added, as follows:**

20. The Parties shall ensure that all contractors comply with the applicable requirements of A.R.S §35-393.01.<sup>1</sup>
21. The County acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.

**EXCEPT AS AMENDED, ALL OTHER** terms and conditions of the Original Agreement and Amendment No. One remain in full force and effect.

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<sup>1</sup> In *Jordahl v. Brnovich et al.*, Case No. 3:17-cv-08263 (D. Ariz.), the U.S. District Court entered a preliminary injunction that enjoins the State from enforcing A.R.S. § 35-393.01(A) (the "Anti-Israel Boycott Provision"). That statute states that: "[a] public entity may not enter into a contract with a company to acquire or dispose of services, supplies, information technology or construction unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel." 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.



IGA: 16-0005916-I


Amendment No. Two: 19-0007260-I

**THIS AMENDMENT NO. TWO** shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

**IN ACCORDANCE WITH** A.R.S § 11-952 (D) attached and incorporated in this Amendment No. Two is the written determination of each Party's legal counsel that the Parties are authorized under the laws of this State to enter into this Amendment No. Two and that the Amendment No. Two is in proper form.

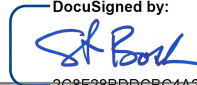
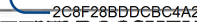
**IN WITNESS WHEREOF**, the Parties have executed this Amendment No. Two the day and year first above written.

**GILA COUNTY**


By   
**TIM R. HUMPHREY**  
Chairman  
Board of Supervisors

**STATE OF ARIZONA**

Department of Transportation

DocuSigned by:  
  
By   
**STEVE BOSCHEN, PE**  
Division Director

**ATTEST:**

By   
**MARIAN E. SHEPPARD**  
Clerk  
Board of Supervisors

IGA: 16-0005916-I

Amendment No. Two: 19-0007260-I

**ATTORNEY APPROVAL FORM FOR THE GILA COUNTY**

I have reviewed the above referenced Amendment No. Two to the Original Agreement and Amendment No. One between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the GILA COUNTY, an agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Amendment No. Two to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Amendment No. Two.

DATED this 16<sup>th</sup> day of April, 2019.

*Jefferson R. Dalton,  
for Charles Shue of*

~~Jefferson R. Dalton~~

Deputy Gila County Attorney  
Civil Bureau Chief

When recorded please send to:  
Marian Sheppard, Clerk of the Board



**RESOLUTION NO. 19-04-01**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA, AUTHORIZING THE EXECUTION OF AMENDMENT NO. TWO TO AN INTERGOVERNMENTAL AGREEMENT (IGA/JPA 16-0005916-I) BETWEEN GILA COUNTY AND THE STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION, FOR THE DESIGN AND CONSTRUCTION OF A BRIDGE ON COLCORD ROAD OVER GORDON CANYON EAST OF PAYSON, ARIZONA**

**WHEREAS**, the Gila County Board of Supervisors is desirous of undertaking the design and construction of a bridge on Colcord Road over Gordon Canyon east of Payson, Arizona; and

**WHEREAS**, on September 6, 2016, the Gila County Board of Supervisors adopted Resolution No. 16-09-02 authorizing the execution of an Intergovernmental Agreement (IGA/JPA 16-0005916-I) with regard to the design and construction of a bridge on Colcord Road over Gordon Canyon; and

**WHEREAS**, on May 9, 2017, the Gila County Board of Supervisors adopted Resolution No. 17-05-01 authorizing Amendment No. One to IGA/JPA 16-0005916-I which revised the funding; and

**WHEREAS**, Amendment No. Two to IGA/JPA 16-0005916-I revises the funding; and

**WHEREAS**, an Intergovernmental Agreement or any subsequent amendment to the Intergovernmental Agreement requires a resolution of Gila County to authorize execution of the agreement;

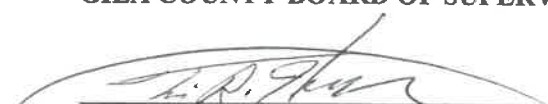
**NOW, THEREFORE, BE IT RESOLVED**, that the Gila County Board of Supervisors authorizes the execution of Amendment No. Two to an Intergovernmental Agreement (IGA/JPA 16-0005916-I) between Gila County and the State of Arizona, Department of Transportation, for the design and construction of a bridge on Colcord Road over Gordon Canyon east of Payson, Arizona.

**PASSED AND ADOPTED** this 16<sup>th</sup> day of April 2019, at Globe, Gila County, Arizona.

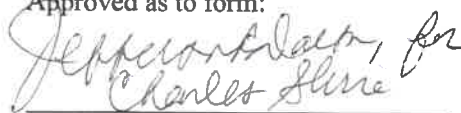
Attest:

**GILA COUNTY BOARD OF SUPERVISORS**

  
Marian Sheppard, Clerk

  
Tim R. Humphrey, Chairman

Approved as to form:

  
Charles Shire

~~Jefferson R. Dalton~~

Deputy Gila County Attorney  
Civil Bureau Chief

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

## **REGULAR MEETING - TUESDAY, APRIL 16, 2019 - 10:00 A.M.**

1. **CALL TO ORDER - PLEDGE OF ALLEGIANCE - INVOCATION**
2. **PRESENTATIONS:**
  - A. Presentation of a request for County financial assistance in the amount of \$25,000 to aide in the marketing campaigns of the Globe-Miami Regional Chamber of Commerce, Rim Country Chamber of Commerce, and Tonto Basin Chamber of Commerce for FY 2019-2020. **(James Menlove)** Presented
3. **PUBLIC HEARINGS:**
  - A. Information/Discussion/Action to adopt Resolution No. 19-04-03 to name a previously unnamed section of road in the Jake's Corner area as N. Gun Creek Road. **(Steve Sanders)** Adopted
4. **REGULAR AGENDA ITEMS:**
  - A. Information/Discussion/Action to authorize the Sheriff's Office electronic submission of a FFY 2020 DUI/Impaired Driving Enforcement Overtime Grant Application in the amount of \$54,623 submitted to the Arizona Governor's Office of Highway Safety. **(Mike Johnson)** Authorized
  - B. Information/Discussion/Action to authorize the Sheriff's Office electronic submission of a FFY 2020 Speed Enforcement Vehicle Grant Application in the amount of \$32,488 submitted to the Arizona Governor's Office of Highway Safety. **(Mike Johnson)** Authorized
  - C. Information/Discussion/Action to authorize the Sheriff's Office electronic submission of a FFY 2020 Speed Enforcement Overtime Grant Application in the amount of \$27,312 submitted to the Arizona Governor's Office of Highway Safety; adopt Resolution No. 19-04-02; and authorize the Chairman's signature on the Resolution Certification of which the Resolution and Resolution Certification are a component of the Grant Application. **(Mike Johnson)** Authorized

- D. Information/Discussion/Action to authorize the publication of a Notice of Public Auction for Miscellaneous Surplus Material in the Arizona Silver Belt newspaper on May 8, 2019. **(Amber Warden)** Authorized
- E. Information/Discussion/Action to approve Intergovernmental Agreement No. C-78-19-011-3-00 between Gila County and Maricopa County for the relocation of equipment from the Gila County communications tower located on Mt. Ord to the adjacent Maricopa County communications tower for a period of 10 years, renewable for up to 3 terms of 5 years each. **(Kelly Riggs)** Approved
- F. Information/Discussion/Action to adopt Resolution No. 19-04-01 authorizing the execution of Amendment No. Two to Intergovernmental Agreement (IGA/JPA 16-0005916-I) between Gila County and the State of Arizona, Department of Transportation, which is related to the bridge replacement project on Colcord Road east of Payson. **(Steve Sanders)** Authorized and Adopted
- G. Information/Discussion/Action to cancel Contract No. 111518-2 with Tate's Auto Center due to bankruptcy filing; approve revised Notice of Invitation for Bid No. 11158-2 which contains the related contract to reflect that the contract award is being given to McSpadden Ford (the second lowest, qualified bidder) in the amount of \$49,767.30 for the purchase one new Ford F-150 full size, 1/2 ton, 4x4, crew cab pickup with installed equipment as outlined in McSpadden Ford's proposal; and authorize the Chairman's signature on the contract. **(Steve Sanders)** Contract Awarded
- H. **(Motion to adjourn as the Gila County Board of Supervisors, and convene as the Gila County Library District Board of Directors.)** Approved  
Information/Discussion/Action to approve submission of Grantee Agreement No. GRA-RC004-19-0919-01-Y2 between the Gila Regional Partnership Council, Arizona Early Childhood Development and Health Board (First Things First) and the Gila County Library District in the amount of \$60,000 for fiscal year July 1, 2019, through June 30, 2020. **(Jacque Sanders)**
- I. Information/Discussion/Action to approve submission of renewal for Grantee Agreement No. GRA-RC029-19-0935-01-Y2 between the San Carlos Apache Regional Partnership Council, Arizona Early Childhood Development and Health Approved



MARK BRNOVICH  
ATTORNEY GENERAL

OFFICE OF THE ARIZONA ATTORNEY GENERAL  
STATE GOVERNMENT DIVISION /  
TRANSPORTATION SECTION

DAWN NORTHUP  
DIVISION CHIEF COUNSEL  
SUSAN E. DAVIS  
ASSISTANT ATTORNEY GENERAL  
DIRECT LINE: 602-542-8855  
E-MAIL: SUSAN.DAVIS@AZAG.GOV


**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. P0012016002054 (**ADOT IGA/JPA 16-0005916-I Amendment No. Two: 19-0007260-I**), an Agreement between public agencies, the State of Arizona and Gila County, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and 28-401, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: April 25, 2019

MARK BRNOVICH  
Attorney General

  
SUSAN E. DAVIS  
Assistant Attorney General  
Transportation Section

SED/sp/7851161

**ADOT File No.: IGA/ JPA.: 16-0005916-I**  
**Amendment No. One: 17-0006375-I**  
AG Contract No.: P0012016002054  
Project Location/Name: Colcord Rd  
BR 11465, .8 miles West of Chamberlin  
Trail  
Type of Work: Construct Bridge  
**Federal-aid No.: GGI-0(215)T**  
**ADOT Project No.: T0087 01D/03D/01C**  
**TIP/STIP No.: GIL17-01D & GIL20-01C**  
**CFDA No.: 20.205 - Highway Planning and**  
**Construction**  
**Budget Source Item No.: N/A**

**AMENDMENT NO. ONE  
TO  
INTERGOVERNMENTAL AGREEMENT**

**BETWEEN  
THE STATE OF ARIZONA  
AND  
GILA COUNTY**

**THIS AMENDMENT NO. ONE to INTERGOVERNMENTAL AGREEMENT (the "Amendment No. One"),** entered into this date May 16, 2017, pursuant to Arizona Revised Statutes §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the GILA COUNTY, acting by and through its CHAIRMAN and BOARD OF SUPERVISORS (the "County"). The County and State are collectively referred to as the "Parties."

**WHEREAS**, the INTERGOVERNMENTAL AGREEMENT, JPA/IGA 16-0005916-I, A.G. Contract No. P0012016002054, was executed on September 12, 2016, (the "Original Agreement");

**WHEREAS**, the State is empowered by Arizona Revised Statutes § 28-401 to enter into this Amendment No. One and has delegated to the undersigned the authority to execute this Amendment No. One on behalf of the State;

**WHEREAS**, the County is empowered by Arizona Revised Statutes § 11-251 to enter into this Amendment No. One and has by resolution, a copy of which is attached and made a part of, resolved to enter into this Amendment No. One and has authorized the undersigned to execute this Amendment No. One on behalf of the County; and

**NOW THEREFORE**, in consideration of the mutual terms expressed herein, the purpose of this Amendment No. One is to revise the funding. The Parties desire to amend the Original Agreement, as follows:

**I. RECITALS****Section I., Paragraph 7 is revised, as follows:**

7. The federal funds will be used for the scoping/design and construction of the Project, including the construction engineering and administration cost (CE). The estimated Project costs are as follows:

**T0087 03D (scoping/design):**

Federal-aid funds @ 94.3% (capped)	\$ 100,160.00
County's match @ 5.7%	\$ 6,054.00
Federal-aid Off-System Bridge funds @ 94.3% (capped)	\$ 204,000.00
County's match @ 5.7%	<u>\$ 12,331.00</u>
<b>Subtotal – Scoping/Design/PMDR*</b>	<b>\$ 322,545.00</b>

**T0087 01C (construction):**

Federal-aid STP funds @ 94.3% (capped)	\$ 300,000.00
County's match @ 5.7%	\$ 18,134.00
County's contribution @ 100%	\$ 71,866.00
Federal-aid Off-System Bridge funds @ 94.3% (capped)	\$ 796,000.00
County's match @ 5.7%	<u>\$ 48,114.00</u>
<b>Subtotal – Construction**</b>	<b>\$1,234,114.00</b>
<b>Total Estimated County Funds</b>	<b>\$ 156,499.00</b>
<b>Total Federal Funds</b>	<b>\$1,400,160.00</b>
<b>Estimated TOTAL Project Cost</b>	<b>\$1,556,659.00</b>

\* (Includes ADOT Project Management & Design Review (PMDR) Costs)

\*\* (Includes 15% CE (this percentage is subject to change, any change will require concurrence from the County) and 5% Project contingencies)

Consistent with the Original Agreement, the State invoiced the County for the County's share of the Project design costs and has received \$6,054.00. After execution of this Amendment No. One, the State will invoice the County for the County's additional Project design costs estimated at \$12,331.00. Within 30 days of receipt of an invoice from the State, the County will pay the County's additional share of Project design costs estimated at \$12,331.00.



## **II. SCOPE OF WORK**

### **Section II., Paragraph 1. e. is revised as follows:**

1. The State will:
  - e. After completion of design and prior to bid advertisement, invoice the County for the County's share of the Project construction costs, estimated at **\$138,114.00**. Once the Project costs have been finalized, the State will either invoice or reimburse the County for the difference between estimated and actual costs; de-obligate or otherwise release any remaining federal funds from the scoping/design phase of the Project.

### **Section II., Paragraph 2. d. is revised as follows:**

2. The City will:
  - d. After completion of design, within 30 days of receipt of an invoice from the State and prior to bid advertisement, pay to the State, the County's Project construction costs, estimated at **\$138,114.00**. Once the Project costs have been finalized, the State will either invoice or reimburse the County for the difference between estimated and actual costs.

## **III. MISCELLANEOUS PROVISIONS**

### **Section III. Paragraph 19. is added as follows:**

19. The Parties shall comply with the applicable requirements of Arizona Revised Statutes §35-393.01.

**EXCEPT AS AMENDED, ALL OTHER** terms and conditions of the Original Agreement remain in full force and effect.

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**THIS AMENDMENT NO. ONE** shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

**IN ACCORDANCE WITH** Arizona Revised Statutes § 11-952 (D) attached and incorporated in this Amendment No. One is the written determination of each Party's legal counsel that the Parties are authorized under the laws of this State to enter into this Amendment No. One and that the Amendment No. One is in proper form.

**IN WITNESS WHEREOF**, the Parties have executed this Amendment No. One the day and year first above written.


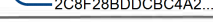
Page 4

IGA/ JPA 16-0005916-I  
Amendment No. One: 17-0006375-I

**GILA COUNTY**

By   
**TOMMIE C. MARTIN**  
Chairperson Board of Supervisors

**STATE OF ARIZONA**  
Department of Transportation

DocuSigned by:  
  
By   
**STEVE BOSCHEN, P.E.**  
IDO Assistant Director

ATTEST:

By   
**MARIAN SHEPPARD, Clerk**  
Board of Supervisors

ADOT File No.: IGA/ JPA 16-0005916-I  
Amendment No. One: 17-0006375-I

**ATTORNEY APPROVAL FORM FOR THE GILA COUNTY**

I have reviewed the above referenced Amendment No. One to the Original Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the GILA COUNTY, an agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Amendment No. One to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Amendment No. One.

DATED this 9 day of May 2017



Jefferson R. Dalton, Deputy County Attorney/Civil Bureau Chief

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

## **REGULAR MEETING - TUESDAY, MAY 9, 2017 - 10:00 A.M.**

1. **CALL TO ORDER - PLEDGE OF ALLEGIANCE - INVOCATION**
  
2. **PRESENTATIONS:**
  - A. Presentation of the 2017 Gila County Teacher of the Year Award to Andrew Fiala by Roy A. Sandoval, Gila County School Superintendent. Presented
  
  - B. Presentation of the 2016 Annual Report for the Gila County Sheriff's Office. **(J. Adam Shepherd/Sarah White)** Presented
  
3. **REGULAR AGENDA ITEMS:**
  - A. Information/Discussion/Action to adopt Resolution No. 17-05-04 granting the renewal of a water services franchise to Arizona Water Company for an additional 25 years. **(Marian Sheppard)** Adopted
  
  - B. Information/Discussion/Action to consider a funding request by The Industrial Development Authority of the County of Gila, Arizona on behalf of the Rim Country Broadband Consortium in the amount of \$30,000 that will be used toward hiring a broadband consultant who will focus on broadband issues in northern Gila County. **(Sandy Palmer)** No Action Taken
  
  - C. Information/Discussion/Action to consider a funding request by The Industrial Development Authority of the County of Gila, Arizona (IDA) in the amount of \$50,000 that will be used for administrative costs and grant match funding requirements associated with various IDA projects/efforts to enhance the health and welfare of Gila County citizens. **(Sandy Palmer)** No Action Taken
  
  - D. Information/Discussion/Action to approve Intergovernmental Agreement No. 2017-01 between the Gila County Sheriff's Office and the National Park Service for law enforcement assistance at the Tonto National Monument for Approved

a performance period of four years after the date of final signature. **(J. Adam Shepherd/Duane Hubbard)**

- E. Information/Discussion/Action to adopt Resolution No. 17- 05-03 dissolving the Canyon River Ranch Domestic Water Improvement District in accordance with Arizona Revised Statute §48-264. **(Eric Mariscal)** Adopted
- F. Information/Discussion/Action to review all bids submitted for Request for Proposals No. 100616-Pharmacy Services for Gila County Detention Medical; award to the lowest, most responsive, responsible and qualified bidder; and authorize the Chairman's signature on the award contract for the winning bid. **(James Menlove/Sarah White)** Awarded
- G. Information/Discussion/Action to approve the Superior Court's submission of a fiscal year 2018 Field Trainer Grant Application to the Court Services Division, Administrative Office of the Courts, in the amount of \$25,000. **(Jon Bearup)** Approved
- H. Information/Discussion/Action to adopt Resolution No. 17- 05-01 which authorizes the execution of Amendment No. One to an Intergovernmental Agreement (IGA/JPA 16-0005916-I) between Gila County and the State of Arizona, Department of Transportation, for the additional 5.7% match totaling \$12,331 required for the scoping and design phase of the bridge replacement project on Colcord Road over Gordon Canyon east of Payson in Gila County. **(Steve Sanders)** Adopted
- I. Information/Discussion/Action to adopt Resolution No. 17- 05-02 to increase the speed limit on Stagecoach Trail and Roosevelt Estates Road from 25 MPH to 30 MPH. **(Steve Sanders)** Adopted
- J. Information/Discussion/Action to review all bids submitted for Invitation for Bids No. 021517-Copper Region Chip Seal Project; award to the lowest, most responsive, responsible and qualified bidder; and authorize the Chairman's signature on the award contract for the winning bid. **(James Menlove/Steve Sanders)** Awarded
- K. Information/Discussion/Action to review all bids submitted for Invitation for bids No. 021317-1-Timber Region Chip Seal Project; award to the lowest, most responsive, responsible and qualified bidder; and authorize the Chairman's Awarded

signature on the award contract for the winning bid. **(James Menlove/Steve Sanders)**

- L. Information/Discussion/Action to authorize the advertisement of Invitation for Bids No. 042417 for the purchase of bulk fuel and lubricants to be used by the Gila County Fleet/Fuel Management Department. **(James Menlove/Steve Sanders)** Authorized
- M. Information/Discussion/Action to approve a Road Project Agreement (FS Agreement No. 17-RO-11031200-016) between Gila County and the USDA, Forest Service, Tonto National Forest for reconstruction of Baker Ranch Road using \$250,000 of Eastern Arizona Counties Resource Advisory Council (RAC) funds. **(James Menlove/Steve Sanders)** Approved
- N. Information/Discussion/Action to consider a sealed bid for the purchase of Assessor's tax parcel number 101-07-020 and, if accepted, authorize the Chairman's signature on the Quit Claim Deed. **(Marian Sheppard)** Sold
- O. Information/Discussion/Action to authorize the Chairman's signature on a comment letter to be submitted to Senator Jeff Flake and included in the official record of the Energy and Natural Resources Committee, which respectfully requests full funding to the federal Payment in Lieu of Taxes (PILT) and Secure Rural Schools (SRS) programs for fiscal year 2017 and into the future. **(Jacque Sanders)** Authorized
- 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. 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 301-18-085 to Mark E. Lines. Authorized
  - B. Authorization of the Chairman's signature on the Civil Rights Certification (form HUD-50077-CR), which will be submitted to the U.S. Department of Housing and Urban Development by the Gila County Public Housing Authority (PHA) as it relates to the 5-Year/Annual PHA Plan for the Gila County PHA for fiscal year 2017. Authorized

- C. Approval of Amendment No. 5 to an Intergovernmental Agreement (Contract No. ADES15-089113) between the Arizona Department of Economic Security and Gila County Division of Community Services, Community Action Program, revising the Itemized Service Budget for Case Management and Community Services whereby the cumulative reimbursement ceiling has been set to \$436,408 for the period of July 1, 2017, through June 30, 2018. Approved
- D. Approval of Amendment No. 3 to Request for Qualified Vendor Agreement No. DDD 710000 between the Arizona Department of Economic Security, Division of Developmental Disabilities (DDD), and Gila County d/b/a Gila County Employment and Special Training Department to allow for the continued provision of DDD services to eligible residents of Gila County, and remain in compliance with federal and state regulations and provisions of the Qualified Vendor Agreement. Approved
- E. Acknowledgment of the March 2017 monthly activity report submitted by the Recorder's Office. Acknowledged
- F. Approval of the April 18, 2017, and April 25, 2017, Board of Supervisors' meeting minutes. Approved
- G. Acknowledgment of the Human Resources reports for the weeks of April 4, 2017, April 11, 2017, April 18, 2017, and April 25, 2017. Acknowledged
- H. Approval of finance reports/demands/transfers for the period beginning March 29, 2017, to April 24, 2017. Approved
- I. Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the week of April 3, 2017, through April 7, 2017. Acknowledged
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. No Comments

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. 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





**RESOLUTION NO. 17-05-01**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA, AUTHORIZING THE EXECUTION OF AMENDMENT NO. ONE TO AN INTERGOVERNMENTAL AGREEMENT (IGA/JPA 16-0005916-I) BETWEEN GILA COUNTY AND THE STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION, FOR THE DESIGN AND CONSTRUCTION OF A BRIDGE ON COLCORD ROAD OVER GORDON CANYON EAST OF PAYSON, ARIZONA**

**WHEREAS**, the Gila County Board of Supervisors is desirous of undertaking the design and construction of a bridge on Colcord Road over Gordon Canyon east of Payson, Arizona; and

**WHEREAS**, on September 6, 2016, the Gila County Board of Supervisors adopted Resolution No. 16-09-02 authorizing the execution of an Intergovernmental Agreement (IGA/JPA 16-0005916-I) with regard to the design and construction of a bridge on Colcord Road over Gordon Canyon; and

**WHEREAS**, Amendment No. One to IGA/JPA 16-0005916-I revises the funding; and

**WHEREAS**, an Intergovernmental Agreement or any subsequent amendment to the Intergovernmental Agreement requires a resolution of Gila County to authorize execution of the agreement;


**NOW, THEREFORE, BE IT RESOLVED**, that the Gila County Board of Supervisors authorizes the execution of Amendment No. One to an Intergovernmental Agreement (IGA/JPA 16-0005916-I) between Gila County and the State of Arizona, Department of Transportation, for the design and construction of a bridge on Colcord Road over Gordon Canyon east of Payson, Arizona.

**PASSED AND ADOPTED** this 9<sup>th</sup> day of May 2017, at Globe, Gila County, Arizona.


Attest:

  
Marian Sheppard, Clerk

**GILA COUNTY BOARD OF SUPERVISORS**

  
Tommie C. Martin, Chairman

Approved as to form:

 9 May 17  
Jefferson R. Dalton  
Deputy Gila County Attorney  
Civil Bureau Chief



MARK BRNOVICH  
ATTORNEY GENERAL

OFFICE OF THE ARIZONA ATTORNEY GENERAL  
STATE GOVERNMENT DIVISION /  
TRANSPORTATION SECTION

DAWN NORTHUP  
DIVISION CHIEF COUNSEL  
SUSAN E. DAVIS  
ASSISTANT ATTORNEY GENERAL  
DIRECT LINE: 602-542-8855  
E-MAIL: SUSAN.DAVIS@AZAG.GOV


**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. P0012016002054 (ADOT IGA/JPA 16-0005916-I, Amendment No. One: 17-0006375-I), an Agreement between public agencies, the State of Arizona and Gila County, has been reviewed pursuant to A.R.S. § 28-401, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: May 16, 2017

MARK BRNOVICH  
Attorney General

  
SUSAN E. DAVIS  
Assistant Attorney General  
Transportation Section

SED/SR/5956410

ADOT File No.: IGA/JPA 16-0005916-I  
AG Contract No.: P001 2016 002054  
Project Name: Colcord Rd BR11465 -  
.8M West of Chamberlin Trail  
Project Location: Colcord Rd BR11465 -  
.8M West of Chamberlin Trail  
**Federal-aid No.: GGI-0(215)T**  
**ADOT Project No.: T0087 01D/03D/01C**  
**TIP/STIP No.: GIL17-01D & GIL20-01C**  
**Budget Source Item No.: N/A**

## INTERGOVERNMENTAL AGREEMENT

BETWEEN  
THE STATE OF ARIZONA  
AND  
GILA COUNTY

**THIS AGREEMENT** is entered into this date September 12, 2016, pursuant to the Arizona Revised Statutes §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State" or "ADOT") and the GILA COUNTY, acting by and through its CHAIRMAN and BOARD OF SUPERVISORS (the "County"). The State and the County are collectively referred to as "Parties."

### I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The County is empowered by Arizona Revised Statutes § 11-251 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the County.
3. The work proposed under this Agreement, hereinafter referred to as the "Project", consists of design and construction of a bridge across Gordon Canyon on Colcord Rd, .8 miles west of Chamberlin Trail. The State will advertise, bid, award and administer the scoping, design and construction of the Project. The plans, estimates and specifications for the Project will be prepared and, as required, submitted to Federal Highway Administration (FHWA) for approval.
4. The County, in order to obtain federal funds for the design and/or construction of the Project, is willing to provide County funds to match federal funds in the ratio required or as finally fixed and determined by the County and FHWA. The Federal funds expended on the project are not to exceed \$1,400,160.00. The County is responsible for, and agrees to pay, any and all actual costs exceeding the \$1,400,160.00 threshold.
5. The interest of the State in this Project is the acquisition of federal funds for the use and benefit of the County and the authorization of such federal funds for the Project pursuant to federal law and regulations. The State shall be the designated agent for the County for the Project, if the Project is approved by FHWA and funds for the Project are available. The Project will be performed, completed, accepted and paid for in accordance with the requirements of the Project specifications and terms and conditions.
6. The Parties will perform their responsibilities consistent with this Agreement; any change or modification to the Project will only occur with the mutual written consent of both Parties.

7. The federal funds will be used for the scoping/design and construction of the Project, including the construction engineering and administration cost (CE). The estimated Project costs are as follows:

**T0087 03D (scoping/design):**

Federal-aid funds @ 94.3% (capped)	\$ 100,160.00
County's match @ 5.7%	<u>\$ 6,054.00</u>
<b>Subtotal – Scoping/Design/PMDR*</b>	<b>\$ 106,214.00</b>

**T0087 01C (construction):**

Federal-aid STP funds @ 94.3% (capped)	\$ 300,000.00
County's match @ 5.7%	\$ 18,134.00
County's contribution @ 100%	\$ 71,866.00
Federal-aid Off-System Bridge funds @ 94.3% (capped)	\$ 1,000,000.00
County's match @ 5.7%	<u>\$ 60,445.00</u>

**Subtotal – Construction\*\*** **\$1,450,445.00**

**Total Estimated County Funds** **\$ 156,499.00**  
**Total Federal Funds** **\$1,400,160.00**

**Estimated TOTAL Project Cost** **\$1,556,659.00**

\* (Includes ADOT Project Management & Design Review (PMDR) Costs)

\*\* (Includes 15% CE (this percentage is subject to change, any change will require concurrence from the County) and 5% Project contingencies)

8. The Parties acknowledge that the final Project costs may exceed the initial estimate(s) shown above, and in such case, the Federal Off-System Bridge funds expended on the project are not to exceed \$1,000,000.00. Any budget increasing scope change proposed by the County must first be approved by the State or it will not be eligible for Federal funds. The County is responsible for, and agrees to pay, any and all actual costs exceeding the \$1,000,000.00 Federal Off-System Bridge funds and the \$400,160.00 Federal Surface Transportation Program funds threshold. If the final bid amount is less than the initial estimate, the difference between the final bid amount and the initial estimate will be de-obligated or otherwise released from the Project. The County acknowledges it remains responsible for, and agrees to pay according to the terms of this Agreement, any and all actual costs exceeding the final bid amount if the final bid amount exceeds the sum of \$1,400,160.00 between the two federal funding sources.

**THEREFORE**, in consideration of the mutual Agreements expressed herein, it is agreed as follows:

**II. SCOPE OF WORK**

1. The State will:
  - a. Execute this Agreement, and if the Project is approved by FHWA and funds for the Project are available, be the County's designated agent for the Project.
  - b. Execute this Agreement, and prior to performing or authorizing any work, invoice the County for the County's share of the Project design costs, estimated at **\$6,054.00**. If actual PMDR costs exceed the estimate during the development of design, notify the County and obtain

concurrence prior to continuing with the development of design. Once the Project costs have been finalized, the State will either invoice or reimburse the County for the difference between estimated and actual costs.

- c. After receipt of the County's estimated share of the Project design costs, on behalf of the County, prepare and provide all documents pertaining to the design and post-design of the Project, incorporating comments from the County, as appropriate; and review and approve documents required by FHWA to qualify the Project for and to receive federal funds. Such work may consist of, but is not specifically limited to, preparation of environmental documents; analysis and documentation of environmental categorical exclusion determinations; geologic materials testing and analysis; right-of-way related activities; preparation of reports, design plans, maps, specifications and cost estimates and such other related tasks essential to the achievement of the objectives of this Agreement.
  - d. Submit all required documentation pertaining to the Project to FHWA with the recommendation that the maximum federal funds programmed for this Project be approved for scoping/design. With FHWA authorization, proceed to advertise for and enter into contract(s) with the consultant(s) for the design and post design of the Project. Should costs exceed the maximum federal funds available it is understood and agreed that the County will be responsible for any overage.
  - e. After completion of design and prior to bid advertisement, invoice the County for the County's share of the Project construction costs, estimated at **\$150,445.00**. Once the Project costs have been finalized, the State will either invoice or reimburse the County for the difference between estimated and actual costs; de-obligate or otherwise release any remaining federal funds from the scoping/design phase of the Project.
  - f. After receipt of the County's estimated share of the Project construction costs, submit all required documentation to FHWA with the recommendation that the maximum federal funds programmed for construction of this Project be approved. Should costs exceed the maximum federal funds available, it is understood and agreed that the County will be responsible for any overage.
  - g. With FHWA authorization, proceed to administer construction, advertise for, receive and open bids, award and enter into a contract with the firm for the construction of the Project. If the bid amounts exceed the construction cost estimate, obtain County concurrence prior to awarding the contract. Once awarded, invoice the County for the difference between estimated and actual costs, if applicable.
  - h. Be granted, without cost requirements, the right to enter County right-of-way as required to conduct any and all construction and pre-construction related activities for said Project, including without limitation, temporary construction easements or temporary rights of entry on to and over said rights-of-way of the County.
  - i. Not be obligated to maintain the Project, should the County fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.
2. The County will:
- a. Designate the State as the County's authorized agent for the Project.
  - b. Within 30 days of receipt of an invoice from the State, pay the County's Project design costs, estimated at **\$6,054.00**. If, during the development of design, additional funding to cover PMDR costs is required, pay the invoiced amount to the State within 30 days of receipt. Be

- responsible for any difference between the estimated and actual PMDR and design costs of the Project.
- c. Review design plans, specifications, cost estimates and other such documents required for the construction bidding and construction of the Project, including scoping/design plans and documents required by FHWA to qualify projects for and to receive federal funds; provide design review comments to the State as appropriate.
  - d. After completion of design, within 30 days of receipt of an invoice from the State and prior to bid advertisement, pay to the State, the County's Project construction costs, estimated at **\$150,445.00**. Once the Project costs have been finalized, the State will either invoice or reimburse the County for the difference between estimated and actual costs.
  - e. Be responsible for all costs incurred in performing and accomplishing the work as set forth under this Agreement, that are not covered by federal funding. Should costs be deemed ineligible or exceed the maximum federal funds available, it is understood and agreed that the County is responsible for these costs; payment for these costs shall be made within 30 days of receipt of an invoice from the State.
  - f. Certify that all necessary rights-of-way have been or will be acquired prior to advertisement for bid and that all obstructions or unauthorized encroachments of any nature, either above or below the surface of the Project area, shall be removed from the proposed right-of-way or will be removed prior to the start of construction, in accordance with The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended; 49 CFR 24.102 Basic Acquisition Policies; 49 CFR 24.4 Assurances, Monitoring and Corrective Action, parts (a) & (b) and ADOT ROW Manual: 8.02 Responsibilities, 8.03 Prime Functions, 9.06 Monitoring Process and 9.07 Certification of Compliance. Coordinate with the appropriate State's Right-of-Way personnel during any right-of-way process performed by the County, if applicable.
  - g. Not permit or allow any encroachments on or private use of the right-of-way, except those authorized by permit. In the event of any unauthorized encroachment or improper use, the County shall take all necessary steps to remove or prevent any such encroachment or use.
  - h. Grant the State, its agents and/or contractors, without cost, the right to enter County rights-of-way, as required, to conduct any and all construction and preconstruction related activities, including without limitation, temporary construction easements or temporary rights of entry to accomplish among other things, soil and foundation investigations.
  - i. Be obligated to incur any expenditure should unforeseen conditions or circumstances increase Project costs. Be responsible for the cost of any County requested changes to the scope of work of the Project, such changes will require State and FHWA approval. Be responsible for any contractor claims for additional compensation caused by Project delay attributable to the County. Payment for these costs will be made to the State within 30 days of receipt of an invoice from the State.
  - j. Upon notification of Project completion, agree to accept, maintain and assume full responsibility of the Project and all Project components in writing.

### **III. MISCELLANEOUS PROVISIONS**

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project and all related deposits and/or reimbursements are made. Any provisions for maintenance shall be perpetual, unless assumed by another competent entity. This

Agreement may be cancelled at any time prior to the award of the Project contract and after 30 days written notice to the other Party. It is understood and agreed that, in the event the County terminates this Agreement, the County will be responsible for all costs incurred by the State up to the time of termination. It is further understood and agreed that in the event the County terminates this Agreement, the State shall in no way be obligated to complete or maintain the Project. Upon termination of this agreement, each Party shall retain its respective property and property belonging to one which was furnished to the other shall be returned to the furnishing party.

2. The County shall indemnify, defend, and hold harmless the State, any of its departments, agencies, officers or employees (collectively referred to in this paragraph as the "State") from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including reasonable attorneys' fees and/or litigation expenses (collectively referred to in this paragraph as the "Claims"), which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, to the extent caused by, arising out of, or contributed to, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of the County, its employees, officers, directors, agents, representatives, or contractors, their employees, agents, or representatives in connection with or incident to the performance of this Agreement. The County's obligations under this paragraph shall not extend to any Claims to the extent caused by the negligence of the State, except the obligation does apply to any negligence of the County which may be legally imputed to the State by virtue of the State's ownership or possession of land. The County's obligations under this paragraph shall survive the termination of this Agreement.
3. The State shall include Section 107.13 of the 2008 version of the Arizona Department of Transportation Standard Specifications for Road and Bridge Construction, incorporated to this Agreement by reference, in the State's contract with any and all contractors, of which the County shall be specifically named as a third-party beneficiary. This provision may not be amended without the approval of the County.
4. The cost of scoping, design, construction and construction engineering work under this Agreement is to be covered by the federal funds set aside for this Project, up to the maximum available. The County acknowledges that the actual costs may exceed the maximum available amount of federal funds, or that certain costs may not be accepted by the federal government as eligible for federal funds. Therefore, the County agrees to pay the difference between actual Project costs and the federal funds received.
5. Each party is responsible to provide financing and establish and maintain a budget for its respective obligations under this agreement.
6. Should the federal funding related to this Project be terminated or reduced by the federal government, or Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this Agreement.
7. The cost of the project under this Agreement includes indirect costs approved by FHWA, as applicable.
8. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the County will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.
9. The County acknowledges compliance with federal laws and regulations and may be subject to the Office of Management and Budget (OMB), Single Audit, Circular A-133 (Audits of States,

Local Governments, and Non-Profit Organizations). Entities that expend \$500,000.00 or more (prior to 12/26/14) and \$750,000.00 or more (on or after 12/26/14) of federal assistance (federal funds, federal grants, or federal awards) are required to comply by having an independent audit. Either an electronic or hardcopy of the Single Audit is to be sent to Arizona Department of Transportation Financial Management Services within the required deadline of nine months of the sub recipient fiscal year end.

ADOT – FMS  
Attn: Cost Accounting Administrator  
206 S 17<sup>th</sup> Ave. Mail Drop 204B  
Phoenix, AZ 85007  
[SingleAudit@azdot.gov](mailto:SingleAudit@azdot.gov)

10. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.
11. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.
12. To the extent applicable under law, the provisions set forth in Arizona Revised Statutes §§ 35-214 and 35-215 shall apply to this Agreement.
13. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".
14. Non-Availability of Funds: Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.
15. In the event of any controversy, which may arise out of this Agreement, the Parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.
16. The Parties shall comply with the applicable requirements of Arizona Revised Statutes § 41-4401. That each contractor and subcontractor warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with section 23-214, subsection A. 2. That a breach of a warranty under paragraph 1 shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract. That the government entity retains the legal right to inspect the papers of any contractor or subcontractor employee who works on the contract to ensure that the contractor or subcontractor is complying with the warrant under paragraph 1.
17. The Parties hereto shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.
18. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

**For Agreement Administration:**

Arizona Department of Transportation  
Joint Project Administration

Gila County  
Attn: Steve Sanders



205 S. 17<sup>th</sup> Avenue, Mail Drop 637E  
Phoenix, Arizona 85007  
(602) 712-7124  
(602) 712-3132 Fax

745 N Rose Mofford Way  
Globe, AZ 85501  
(928) 402-8521  
(928) 402-8104 Fax

**For Project Administration:**  
Arizona Department of Transportation

Gila County  
Attn: Steve Sanders  
745 N Rose Mofford Way  
Globe, AZ 85501  
(928) 402-8521  
(928) 402-8104 Fax

**For Financial Administration:**  
Arizona Department of Transportation  
Joint Project Administration  
205 S. 17<sup>th</sup> Avenue, Mail Drop 637E  
Phoenix, Arizona 85007  
(602) 712-7124  
(602) 712-3132 Fax

Gila County  
Attn: Finance Department  
745 N Rose Mofford Way  
Globe, AZ 85501  
(928) 402-8521  
(928) 402-8104 Fax

19. In accordance with Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each Party's legal counsel that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

---

**IN WITNESS WHEREOF**, the Parties have executed this Agreement the day and year first above written.

**GILA COUNTY**

By   
**MICHAEL A. PASTOR**, Chairman  
Board of Supervisors

**STATE OF ARIZONA**

Department of Transportation

By \_\_\_\_\_  
**STEVE BOSCHEN, P.E.**  
IDO Assistant Director

ATTEST:

By   
**MARIAN SHEPPARD**, Clerk  
Board of Supervisors

205 S. 17<sup>th</sup> Avenue, Mail Drop 637E  
Phoenix, Arizona 85007  
(602) 712-7124  
(602) 712-3132 Fax

**For Project Administration:**  
Arizona Department of Transportation

745 N Rose Mofford Way  
Globe, AZ 85501  
(928) 402-8521  
(928) 402-8104 Fax

Gila County  
Attn: Steve Sanders  
745 N Rose Mofford Way  
Globe, AZ 85501  
(928) 402-8521  
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**For Financial Administration:**  
Arizona Department of Transportation  
Joint Project Administration  
205 S. 17<sup>th</sup> Avenue, Mail Drop 637E  
Phoenix, Arizona 85007  
(602) 712-7124  
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Gila County  
Attn: Finance Department  
745 N Rose Mofford Way  
Globe, AZ 85501  
(928) 402-8521  
(928) 402-8104 Fax

19. In accordance with Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each Party's legal counsel that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

---



IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

**GILA COUNTY**


By   
**MICHAEL A. PASTOR**, Chairman  
Board of Supervisors

**STATE OF ARIZONA**

Department of Transportation

DocuSigned by:  
  
By   
**STEVE BOSCHEN, P.E.**  
IDO Assistant Director

**ATTEST:**

By   
**MARIAN SHEPPARD**, Clerk  
Board of Supervisors

**ATTORNEY APPROVAL FORM FOR GILA COUNTY**

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and GILA COUNTY an agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this 6<sup>TH</sup> day of September, 2016.

A handwritten signature in black ink, appearing to read "Jefferson Dalton", is written over a horizontal line.

Jefferson R. Dalton, Deputy Gila County Attorney, Civil Bureau Chief



**MARK BRNOVICH**  
**ATTORNEY GENERAL**

**OFFICE OF THE ARIZONA ATTORNEY GENERAL**  
**STATE GOVERNMENT DIVISION /**  
**TRANSPORTATION SECTION**

**DAWN NORTHUP**  
**DIVISION CHIEF COUNSEL**  
**SUSAN E. DAVIS**  
**ASSISTANT ATTORNEY GENERAL**  
**DIRECT LINE: 602-542-8855**  
**E-MAIL: SUSAN.DAVIS@AZAG.GOV**

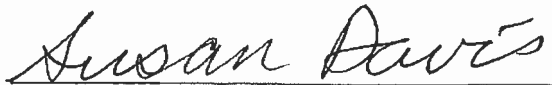
**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. P0012016002054 (ADOT IGA/JPA 16-0005916-I, an Agreement between public agencies, the State of Arizona and Gila County, has been reviewed pursuant to A.R.S. §§ 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

**DATED:** September 12, 2016

**MARK BRNOVICH**  
Attorney General

  
**SUSAN E. DAVIS**  
Assistant Attorney General  
Transportation Section

SED:ln:5313542  
Attachment

**ARF-5915**

**Regular Agenda Item 3. M.**

**Regular BOS Meeting**

Meeting Date: 03/10/2020

Submitted By: Marian Sheppard, Clerk of the Board

Department: Clerk of the Board of Supervisors

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Information

Request/Subject

Verification of a petition submitted for the requested de-annexation of properties from the boundaries of the Tri-City Regional Sanitary District (TRSD).

Background Information

On February 7, 2020, a letter from William Clemmens, attorney for the TRSD, was hand-delivered to the Clerk of the Board's office. The letter was accompanied by a petition that was signed by property owners living in the Vertical Heights area in Globe, Arizona, who wish for their properties to be de-annexed from the boundaries of the TRSD. The letter also informed the Clerk of the Board that per Arizona Revised Statute § 48-262 (A) (12), the Board of Supervisors must "determine the validity of the petitions presented."

Evaluation

On February 11, 2020, the Clerk of the Board met with Steve Jenson, Chief Deputy Assessor, to deliver the signed petitions for verification. Attached to this agenda item is the Assessor's Office report regarding the petition.

The Board of Supervisors must determine the validity of the petition. Once that is done and per statute, the TRSD governing body shall set a day, at least ten but not more than thirty days after that date, for a hearing on the request.

Conclusion

The Assessor's Office has verified that all those who signed the petition are owners of property in the Vertical Heights area (as listed by parcel number on the petition) except for parcel number 205-01-013A. It was determined that parcel number 205-01-013A is not within the taxing authority boundaries of the TRSD, nor was it signed by the owner of that parcel. The petition was signed by Patricia Holder and Mitchell Holder;

however, the property owner is listed as Cyprus Miami Mining Corporation NKA Phelps Dodge Miami Inc. (now owned by Freeport McMoRan Copper & Gold).

### Recommendation

It is recommended that the Board of Supervisors accept the report from the Assessor's Office and take such action to validate that the signatures match the owners of property as listed on the petition except for parcel number 205-01-013A.

### Suggested Motion

Information/Discussion/Action to accept a report from the Assessor's Office regarding a petition signed by owners of property in the Vertical Heights area of Globe, Arizona requesting to be de-annexed from the boundaries of the Tri-City Regional Sanitary District (TRSD); and validate that all signatures are owners of property for the respective listed parcel numbers on the petition except for parcel number 205-01-013A which is not within the taxing authority boundaries of the TRSD and not signed by owners of the subject property. **(Marian Sheppard)**

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### Attachments

Memo from Deputy Assessor re Assessor's Report

Assessor's Report

Letter & Signed Petitions Re the Tri-City Regional Sanitary District

A.R.S. 48-262

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## Sheppard, Marian

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**From:** Jenson, Steve  
**Sent:** Thursday, February 13, 2020 3:07 PM  
**To:** Sheppard, Marian  
**Cc:** Williams, Joseph; Wheeler, Micah  
**Subject:** RE: Petitions Vertical Heights for Determination of Validity 02-07-2020.pdf  
**Attachments:** TriCitySANI\_\_2132020\_TY2020VALUES\_DEANNEX.xlsx

Please see our updated report regarding the de-annexation of 18 confirmed parcels with one parcel not being located in the taxing authority boundaries (Please see parcel **205-01-013A**-signed by Patricia Holder and Mitchell Holder on separate lines. 205-01-013A is currently held by Freeport and is not located within the taxing jurisdiction of Tri City Sanitation).

Thank you,

Steve Jenson  
Chief Deputy Assessor  
Gila County Assessor's Office  
[sjenson@gilacountyaz.gov](mailto:sjenson@gilacountyaz.gov)  
928-402-8713

All contents contained in this transmission, including attachments, charts, photos, or data, are subject to change and/or exclusion as applicable under Arizona Rules of Evidence, Rule 408. This transmission, together with any attachments, may contain CONFIDENTIAL information and may be PRIVILEGED attorney-client work product. If you are not the intended recipient of this transmission, you are notified that any disclosure, copying, distribution, or use of the information contained herein is STRICTLY PROHIBITED. If received in error, please notify the sender immediately and delete the original message from your system. This transmission and any attachments are believed to be free of any virus or other defect that might affect any computer system into which it is received and opened. It is the responsibility of the recipient to ensure that it is virus free and the Gila County Assessor's Office accepts no responsibility for any loss or damage arising from its use.

Account Number	Parcel Number	Owner Name	Owner Address Line 1	Owner City	Owner State	Owner Zip	Situs	City	Zip Code	Tax Area	Legal Class	FCV	LPV	Secondary Taxable	Primary Taxable	Secondary Net Assessed	Primary Net Assessed	Acres
R005098	20501013A	CYPRUS MIAMI MINING CORPORATION NKA, PHELPS DODGE MIAMI INC	PO BOX 4444	CLAYPOOL	AZ	85532	1317 N Pinal Creek RD	Globe	85501	150	02.R	\$ 858.00	\$ 858.00	\$ 129	\$ 129	\$ 129	\$ 129	39.78
R005138	20501015H	HOLDER MITCHELL R & PATRICIA	PO BOX 840	TONTO BASIN	AZ	85553				184	02.R	\$ 696.00	\$ 696.00	\$ 104	\$ 104	\$ 104	\$ 104	32.29
R005142	20501015J	HOLDER MITCHELL R & PATRICIA	PO BOX 840	TONTO BASIN	AZ	85553				184	02.R	\$ 73.00	\$ 73.00	\$ 11	\$ 11	\$ 11	\$ 11	3.39
R005146	20501015K	GORDON DAVID & ODESSA	PO BOX 1981	CLAYPOOL	AZ	85532	159 W Vertical HTS	Globe	85501	184	3.1	\$ 298,603.00	\$ 182,285.83	\$ 29,861	\$ 18,229	\$ 29,861	\$ 18,229	1.22
R005229	20501025J	HAWKINS KRIS W	PO BOX 1305	CLAYPOOL	AZ	85532	1035 W Vertical HTS	Globe	85501	184	3.1	\$ 216,976.00	\$ 138,611.47	\$ 21,698	\$ 13,861	\$ 21,698	\$ 13,861	4.87
R005241	20501025R	LORENZEN J CHRIS TRUSTEE, LORENZEN TRUST	5236 W ARIZONA FARMS RD	QUEEN CREEK	AZ	85142	662 W Vertical HTS	Globe	85501	184	4.1	\$ 129,316.00	\$ 96,088.20	\$ 12,932	\$ 9,609	\$ 12,932	\$ 9,609	4.9
R005245	20501025V	BELARDE CHRIS	498 TEBBS ST	GLOBE	AZ	85501		Globe	85501	184	02.R	\$ 12,045.00	\$ 12,045.00	\$ 1,807	\$ 1,807	\$ 1,807	\$ 1,807	2
R005249	20501025Z	LECOMPT LARRY & BARBARA	1025 W VERTICLE HEIGHTS	MIAMI	AZ	85539				184	02.R	\$ 34,998.00	\$ 34,998.00	\$ 5,250	\$ 5,250	\$ 5,250	\$ 5,250	19.37
R005280	20501030C	MARSHALL WILLIAM R TRUSTEE, MARSHALL LIVING TRUST	PO BOX 2714	CLAYPOOL	AZ	85532	863 W Vertical HTS	Globe	85501	184	3.1	\$ 142,392.00	\$ 88,842.57	\$ 14,239	\$ 8,884	\$ 14,239	\$ 8,884	9.74
R005284	20501031D	MANGUM JEFFREY D & LINDA C	971 VERTICAL HEIGHTS	MIAMI	AZ	85539	971 W Vertical HTS	Globe	85501	184	3.1	\$ 307,415.00	\$ 238,182.09	\$ 30,742	\$ 23,818	\$ 30,742	\$ 23,818	8.87
R005300	20501045A	POARCH CODY W & TIFFANY A	1076 W VERTICAL HEIGHTS	MIAMI	AZ	85539	1076 W Vertical Heights	Miami	85539	184	4.1	\$ 174,282.00	\$ 105,887.61	\$ 17,429	\$ 10,589	\$ 17,429	\$ 10,589	1.22
R005304	20501045B	BROWN JOHN F JR & LORA	1050 E SOUTH ST	GLOBE	AZ	85501	1077 W Vertical Heights	Globe	85501	184	3.1	\$ 101,746.00	\$ 62,213.26	\$ 10,174	\$ 6,221	\$ 10,174	\$ 6,221	1.22
R005329	20501048F	TWOHEY JAMES T	PO BOX 516	CLAYPOOL	AZ	85532				184	02.R	\$ 998.00	\$ 670.05	\$ 150	\$ 101	\$ 150	\$ 101	0.96
R005333	20501048G	TWOHEY JAMES T	PO BOX 516	CLAYPOOL	AZ	85532	649 W Vertical HTS	Globe	85501	184	3.1	\$ 91,731.00	\$ 59,358.02	\$ 9,173	\$ 5,936	\$ 9,173	\$ 5,936	3.27
R005376	20501053B	BELARDE KRIS L AND ESTELLA K	498 TEBBS ST	GLOBE	AZ	85501	516 W Vertical HTS	Globe	85501	184	02.R	\$ 23,184.00	\$ 23,184.00	\$ 3,478	\$ 3,478	\$ 3,478	\$ 3,478	6.92
R005396	20501070A	LECOMPT LARRY D & BARBARA A	1025 W VEERTICLE HEIGHTS	MIAMI	AZ	85539	1025 W Vertical HTS	Globe	85501	184	3.1	\$ 689,084.00	\$ 437,032.61	\$ 68,909	\$ 43,703	\$ 68,909	\$ 43,703	10
R037706	20501027A	HOLBERT RANDY & DONNA K	14131 BERNAX AVE	SYLMAR	CA	91342	658 W Vertical Heights	Globe	85501	184	3.1	\$ 80,818.00	\$ 65,216.46	\$ 8,081	\$ 6,522	\$ 8,081	\$ 6,522	10
R037708	20501027B	HOLBERT RANDY & DONNA K	14131 BERNAX AVE	SYLMAR	CA	91342		Globe	85501	184	02.R	\$ 4,360.00	\$ 4,360.00	\$ 654	\$ 654	\$ 654	\$ 654	2.36
R037714	20501046B	BAACK PATTY TRUSTEE, BAACK LIVING TRUST	998 W VERTICAL HTS	MIAMI	AZ	85539	998 W Vertical HTS	Miami	85539	184	3.1	\$ 124,616.00	\$ 80,845.75	\$ 12,462	\$ 8,085	\$ 12,462	\$ 8,085	7.18

Indicates a parcel that is not located in the Taxing Authority's boundaries and/or is not owned by the owner that signed the peition to be removed. All others have been verified through ownership verification, property address and mailing address when possible.



Hand-delivered to  
Missy on 2/7  
by B. Clemmens

# William L. Clemmens

## Attorney at Law

Law Offices of William L. Clemmens  
136 North Miami Avenue  
Miami, Arizona 85539-1494

928-812-3604  
email: [wclemmenslaw@cableone.net](mailto:wclemmenslaw@cableone.net)

February 07, 2020

original via hand delivery  
copy via email

Marian Sheppard, Chief Deputy Clerk  
Gila County Board of Supervisors  
1400 East Ash Street  
Globe, Arizona 85501-1483

928-425-3231  
[msheppard@gilacountyaz.gov](mailto:msheppard@gilacountyaz.gov)

RE: Vertical Heights Signed Petitions – Determination of Validity

Marian:

I serve as General Counsel to the Tri-City Regional Sanitary District ("TRSD"). Pursuant to ARS §48-262, TRSD has approved the withdrawal of the properties known as Vertical Heights from the boundary of TRSD. To complete the withdrawal, the TRSD Board is required to set a hearing on the withdrawal and pursuant to ARS §48-262(A)(11) the Board of Supervisors first must determine the validity of the petitions presented pursuant to subsection B of this section. To this end, the petitions which were circulated and signed by the owners of property within the Vertical Heights area seeking to be withdrawn from TRSD are attached for review and determination of validity by the Gila County Board of Supervisors.

If there are any questions or if I can be of help in any way, I stand ready to support this matter.

Sincerely,



William L. Clemmens

WLC:rh

Attachment

cc via email only:

TRSD Board Members & Staff:

Malissa Buzan, President  
[mbuzan@gilacountyaz.gov](mailto:mbuzan@gilacountyaz.gov)

Mary Anne Moreno, Secretary  
[mamoren41@gmail.com](mailto:mamoren41@gmail.com)

John Chism, Board Member  
[JHC05@cableone.net](mailto:JHC05@cableone.net)

Stephen Palmer  
[StephenPalmer84@yahoo.com](mailto:StephenPalmer84@yahoo.com)

Bill Tower  
[williamtower48@icloud.com](mailto:williamtower48@icloud.com)

Fred Rosenfeld, TRSD Bond Counsel  
[rosenfeld@gustlaw.com](mailto:rosenfeld@gustlaw.com)

Michele Chasar, Secretary to Fred Rosenfeld  
[MChasar@gustlaw.com](mailto:MChasar@gustlaw.com)

Roxie Hadley, Legal Assistant | TRSD Staff  
[RoxieHadley@icloud.com](mailto:RoxieHadley@icloud.com)

**TRI-CITY REGIONAL SANITARY DISTRICT  
Vertical Heights Parcel Withdrawal Petition**

\_\_\_\_\_ paid circulator  
\_\_\_\_\_ volunteer

To the Board of Directors of the Tri-City Regional Sanitary District:


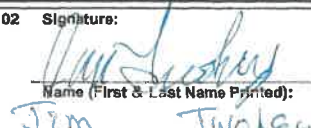
We the undersigned, real property owners of Gila County, State of Arizona and owning property in an area commonly known as Vertical Heights within the boundary of the Tri-City Regional Sanitary District ("TRSD") as illustrated and defined on the attached exhibit(s), legal description and map of the proposed boundaries, petition the TRSD Board of Directors to withdraw the territory as described in the attached exhibit(s) from the boundary of the TRSD. Withdrawal of the Vertical Heights area, if approved by the Board of Directors of TRSD, shall be withdrawn from the boundary of the TRSD commencing on the first July 1<sup>st</sup> date occurring after such withdrawal and shall no longer be subject to the relevant provisions of the Arizona Revised Statutes concerning the TRSD. However, each signer acknowledges that all such property sought to be withdrawn from TRSD shall remain subject to all taxes levied by TRSD prior to the date of actual withdrawal of such property. I have personally signed this petition with my first and last names. I have not signed any other petition for the same measure. I am a real property owner of the State of Arizona, County of Gila shown on Exhibit A attached hereto.

Notice: this is only a description of the parcels sought to be withdrawn by the sponsor of the measure. It may not include every provision contained in the measure. Before signing, make sure that Exhibits A, B, C and D are attached. You have the right to read or examine the boundary change impact statement before signing.

**Warning**


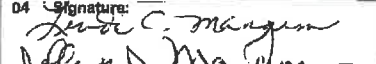
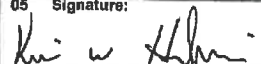
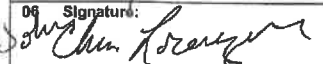
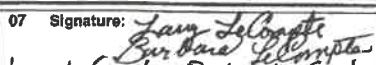
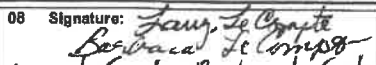
It is a Class 1 misdemeanor for any person to knowingly do any of the following:

1. Sign a TRSD Vertical Heights Parcel Withdrawal Petition with a name other than the person's own name, except in a circumstance where the person signs for another person, in the presence of and at the specific request of that person, who is incapable of signing that person's own name because of physical infirmity.
2. Sign the person's name more than once for the same measure.
3. Sign a TRSD Vertical Heights Parcel Withdrawal Petition if the person is not the owner of property within Vertical Heights.

01	Signature:  Name (First & Last Name Printed): WILLIAM R. MARSHALL	Assessor's Parcel Number: 205-01-030C	Property Address: 863 VERTICAL HEIGHTS, CLAYPOOL AZ 85532	Signer's Mailing Address: PO BOX 2714 CLAYPOOL AZ 85532	Date: 11/20/19
02	Signature:  Name (First & Last Name Printed): JIM TWOMEY	Assessor's Parcel Number: 205-01048F 205-01048G	Property Address: 649 VERTICAL HEIGHTS CLAYPOOL AZ 85532	Signer's Mailing Address: PO BOX 516 CLAYPOOL AZ 85532	Date: 1-20-19

**TRI-CITY REGIONAL SANITARY DISTRICT  
Vertical Heights Parcel Withdrawal Petition**

\_\_\_\_\_ paid circulator  
\_\_\_\_\_ volunteer

03	Signature:  Name (First & Last Name Printed): <u>Kris Belarde</u>	Assessor's Parcel Number: <u>20501025V</u> <u>20501053B</u>	Property Address: <u>516 VERTICAL</u> <u>HEIGHTS CLAYPOOL</u> <u>AZ 85532</u>	Signer's Mailing Address: <u>498. Tebb</u> <u>St Globe</u> <u>AZ 85501</u>	Date: <u>11/26/19</u>
04	Signature:  Name (First & Last Name Printed): <u>Linda Mangum</u>	Assessor's Parcel Number: <u>20501031D</u>	Property Address: <u>971 W Vertical Hts</u> <u>Miami, AZ 85539</u>	Signer's Mailing Address: <u>same</u>	Date: <u>11/24/2019</u>
05	Signature:  Name (First & Last Name Printed): <u>Kris Hawkins</u>	Assessor's Parcel Number: <u>20501025J</u>	Property Address: <u>1035 W. Vertical</u> <u>Heights Miami</u> <u>AZ 85539</u>	Signer's Mailing Address: <u>P.O. Box 1305</u> <u>Claypool AZ 8553d</u>	Date: <u>11-21-2019</u>
06	Signature:  Name (First & Last Name Printed): <u>John Chris Lorenzen</u>	Assessor's Parcel Number: <u>205-01-025R</u>	Property Address: <u>1062 W Vertical.</u> <u>Heights Miami</u> <u>AZ 85539</u>	Signer's Mailing Address: <u>POB 1085</u> <u>Claypool AZ</u> <u>85532</u>	Date: <u>11/22/19</u>
07	Signature:  Name (First & Last Name Printed): <u>Larry LeCompte - Barbara LeCompte</u>	Assessor's Parcel Number: <u>205-01-025Z</u>	Property Address: <u>1025 W. Vertical Hts.</u> <u>Miami, AZ 85539</u>	Signer's Mailing Address: <u>1025 W. Vertical Hts.</u> <u>Miami, AZ 85539</u>	Date: <u>11/24/19</u>
08	Signature:  Name (First & Last Name Printed): <u>Larry LeCompte - Barbara LeCompte</u>	Assessor's Parcel Number: <u>205-01-070A</u>	Property Address: <u>1025 W. Vertical Hts.</u> <u>Miami, AZ 85539</u>	Signer's Mailing Address: <u>1025 W. Vertical Hts.</u> <u>Miami, AZ 85539</u>	Date: <u>11/24/19</u>

**TRI-CITY REGIONAL SANITARY DISTRICT  
Vertical Heights Parcel Withdrawal Petition**

\_\_\_\_\_ paid circulator  
\_\_\_\_\_ volunteer

09	Signature: <u>Patty J. Boach</u> Name (First & Last Name Printed): <u>Patty J. Boach</u>	Assessor's Parcel Number: <u>205-010-46B</u>	Property Address: <u>1076 W. VERTICAL HEIGHTS MIAMI AZ</u>	Signer's Mailing Address: <u>1076 W. VERTICAL HEIGHTS 85539 MIAMI, AZ</u>	Date: <u>11/25/19</u>
10	Signature: <u>David Gordon</u> Name (First & Last Name Printed): <u>DAVID GORDON</u>	Assessor's Parcel Number: <u>205-01-015 K</u>	Property Address: <u>159 W. VERTICAL HTS GLOBE, AZ</u>	Signer's Mailing Address: <u>P.O. BOX 1981 CLAYPOOL AZ 85532</u>	Date: <u>24 NOV 2019</u>
11	Signature: <u>Odessa Gordon</u> Name (First & Last Name Printed): <u>Odessa Gordon</u>	Assessor's Parcel Number: <u>205-01-015K</u>	Property Address: <u>159 W. Vertical Heights Globe, AZ</u>	Signer's Mailing Address: <u>P.O. Box 1981 Claypool, AZ 85532</u>	Date: <u>24 Nov. 2019</u>
12	Signature: <u>Mitchell R. Holder</u> Name (First & Last Name Printed): <u>Mitchell R. Holder</u>	Assessor's Parcel Number: <u>205-01-015H 205-01-015J &amp; 205-01-015J</u>	Property Address: <u>Vertical Heights Road</u>	Signer's Mailing Address: <u>P.O. Box 5406 Tonto Basin AZ 85553</u>	Date: <u>25 Nov 2019</u>
13	Signature: <u>Cody Boach</u> Name (First & Last Name Printed): <u>Cody Boach</u>	Assessor's Parcel Number: <u>20501045A</u>	Property Address: <u>1076 W. Vertical Heights Miami AZ 85539</u>	Signer's Mailing Address: <u>1076 W. Vertical Heights Miami AZ 85539</u>	Date: <u>11-25-19</u>
14	Signature: <u>Tiffany Boach</u> Name (First & Last Name Printed): <u>Tiffany Boach</u>	Assessor's Parcel Number: <u>20501045A</u>	Property Address: <u>1076 W. Vertical Hgts Miami AZ 85539</u>	Signer's Mailing Address: <u>1076 W. Vertical Hgts Miami AZ 85539</u>	Date: <u>11-25-19</u>

**TRI-CITY REGIONAL SANITARY DISTRICT  
Vertical Heights Parcel Withdrawal Petition**

\_\_\_\_\_ paid circulator  
\_\_\_\_\_ volunteer

21	Signature: <i>Patricia Holder</i> Name (First & Last Name Printed): Patricia Holder	Assessor's Parcel Number: 205-01-01514 205-01-01515 205-01-013A	Property Address: Vertical Heights Miami, AZ	Signer's Mailing Address: 1878 S. Holder Dr. Globe, AZ 85501	Date: Nov. 25, 2019
22	Signature: <i>John &amp; Lora A Brown</i> Name (First & Last Name Printed): JOHN F. BROWN LORA A. BROWN	Assessor's Parcel Number: 205-01-045 B	Property Address: 1077 W. VERTICAL HEIGHTS MIAMI, AZ 85539	Signer's Mailing Address: PO BOX 343 GLOBE, AZ 85502	Date: DEC 5 <sup>TH</sup> 2019
23	Signature: _____ Name (First & Last Name Printed): _____	Assessor's Parcel Number: _____	Property Address: _____	Signer's Mailing Address: _____	Date: _____
24	Signature: _____ Name (First & Last Name Printed): _____	Assessor's Parcel Number: _____	Property Address: _____	Signer's Mailing Address: _____	Date: _____
25	Signature: _____ Name (First & Last Name Printed): _____	Assessor's Parcel Number: _____	Property Address: _____	Signer's Mailing Address: _____	Date: _____
26	Signature: _____ Name (First & Last Name Printed): _____	Assessor's Parcel Number: _____	Property Address: _____	Signer's Mailing Address: _____	Date: _____

**TRI-CITY REGIONAL SANITARY DISTRICT  
Vertical Heights Parcel Withdrawal Petition**

☒ paid circulator  
volunteer

27	Signature: <u>Donna Holbert</u> Name (First & Last Name Printed): <u>Donna Holbert</u>	Assessor's Parcel Number: <u>205-01-027A</u> <u>205-01-27B</u>	Property Address: <u>LOSE VERTICAL</u> <u>HEIGHTS GLOBE</u> <u>AZ ESCO</u>	Signer's Mailing Address: <u>14131 BERTMAN</u> <u>SULMAR, CA</u> <u>91342</u>	Date: <u>12/1/19</u>
28	Signature:  Name (First & Last Name Printed):	Assessor's Parcel Number:	Property Address:	Signer's Mailing Address:	Date:
29	Signature:  Name (First & Last Name Printed):	Assessor's Parcel Number:	Property Address:	Signer's Mailing Address:	Date:
30	Signature:  Name (First & Last Name Printed):	Assessor's Parcel Number:	Property Address:	Signer's Mailing Address:	Date:
31	Signature:  Name (First & Last Name Printed):	Assessor's Parcel Number:	Property Address:	Signer's Mailing Address:	Date:
32	Signature:  Name (First & Last Name Printed):	Assessor's Parcel Number:	Property Address:	Signer's Mailing Address:	Date:

48-262. District boundary changes; procedures; notice; hearing; determinations; petitions

A. Except as prescribed by subsection I of this section, a fire district, community park maintenance district or sanitary district shall change its boundaries by the following procedures:

1. Any adult person desiring to propose any change to the boundaries of a district shall provide a legal description of the area proposed for inclusion in the district to the county assessor of the county in which the district is to be located. The county assessor shall provide to the person proposing any change to the boundaries of the district a detailed list of all taxable properties in the area proposed for inclusion in the district. The person proposing any change to the boundaries of the district shall prepare and submit a boundary change impact statement to the governing body of the district. The county assessor's parcel map and the assessed valuation of the properties as prescribed by section 42-17052 and as shown in the county assessor's records at the time the boundary change impact statement is submitted are deemed sufficient for any required maps and for determining the assessed valuations prescribed by this section. The boundary change impact statement shall contain at least the following information:

(a) A legal description of the boundaries of the area to be included within the proposed change and a map and general description of the area sufficiently detailed to permit a property owner to determine whether a particular property is within the proposed district. The boundaries of the proposed change shall not overlap with the boundaries of any other proposed new district of the same type or any annexation by a district of the same type for which petitions have been authorized for circulation as determined on the date that the boundary change impact statement is filed with the governing body.

(b) The detailed list of taxable properties provided by the assessor pursuant to this paragraph.

(c) An estimate of the assessed valuation within the boundaries of the proposed change.

(d) An estimate of the change in the tax rate of the district if the proposed change is made.

(e) An estimate of the change in the property tax liability, as a result of the proposed change, of a typical resident of a portion of the district, not in the area of the proposed change, before and after the proposed change and of a typical resident of the area of the proposed change.

(f) A list and explanation of benefits that will result from the proposed change to the residents of the area and of the remainder of the district.

(g) A list and explanation of the injuries that may result from the proposed change to residents of the area and of the remainder of the district.

2. On receipt of the boundary change impact statement, the governing body shall set a day, at least twenty but not more than thirty days after that date, for a hearing on the boundary change impact statement. The board of supervisors may at any time before making a determination pursuant to paragraph 5 of this subsection require that the impact statement be amended to include any information that the board of supervisors deems to be relevant and necessary.

3. On receipt of the boundary change impact statement, the clerk of the governing body shall mail, by first class mail, written notice of the statement, its purpose and notice of the day, hour and place of the hearing on the proposed change to each owner of taxable property within the boundaries of the proposed change. The notice shall state the purpose of the hearing and shall describe where a copy of



the boundary change impact statement may be obtained and reviewed. The clerk of the governing body shall post the notice in at least three conspicuous public places in the area of the proposed change and also publish twice in a daily newspaper of general circulation in the area of the proposed change, at least ten days before the hearing, or if no daily newspaper of general circulation exists in the area of the proposed change, at least twice at any time before the date of the hearing, a notice setting forth the purpose of the impact statement, the description of the boundaries of the proposed change and the day, hour and place of the hearing.

4. On receipt of the boundary change impact statement the clerk shall also mail notice, as provided in paragraph 3 of this subsection, to the chairman of the board of supervisors of the county or counties in which the proposed new property in the district is located. The chairman of the board of supervisors of the county that contains the majority of the assessed valuation of the present and proposed district property shall order a review of the proposed change and may submit written comments to the governing body of the district within ten days after receipt of the notice.

5. At the hearing called pursuant to paragraph 2 of this subsection, the governing body shall consider the comments of the board of supervisors, hear those who appear for and against the proposed change and determine whether the proposed change will promote the public health, comfort, convenience, necessity or welfare. If the governing body determines that the public health, comfort, convenience, necessity or welfare will be promoted, it shall approve the impact statement and authorize the circulation of petitions as provided in this subsection. The order of the governing body shall be final, but if the request to circulate petitions is denied, a subsequent request for a similar change may be refiled with the governing body after six months from the date of the denial. The county board of supervisors shall authorize the circulation of petitions for only one boundary change of a district of the same type in which any property owner's land is proposed for inclusion. A new petition circulation shall not be authorized until the one-year period to submit signatures set by subsection B, paragraph 3 of this section of the original petition circulation has expired or has otherwise been extinguished.

6. Except as provided by section 48-851, the governing body shall not approve a proposed annexation if the property to be annexed is not contiguous with the district's existing boundary. For the purposes of determining whether or not the proposed addition is contiguous, the addition is deemed contiguous if land that is owned by or under the jurisdiction of the United States government, this state or any political subdivision of this state, other than an incorporated city or town, intervenes between the proposed addition and the current district boundary.

7. The governing body shall not approve a proposed annexation if the area proposed to be annexed surrounds any unincorporated territory and that unincorporated territory is not also included in the district.

8. After receiving the approval of the governing body as provided in paragraph 5 of this subsection and if no appeal filed pursuant to paragraph 14 of this subsection remains unresolved, any adult person may circulate and present petitions to the governing body of the district.

9. Within fifteen days after receiving the approval of the governing body as prescribed by paragraph 5 of this subsection, the clerk of the board shall determine the minimum number of signatures and the assessed valuation required to comply with paragraph 10, subdivision (b) of this subsection. After making that determination, the number of signatures shall remain fixed and the assessed valuation of the taxable properties within the boundaries of the proposed change shall remain fixed as prescribed



in this subsection for the purposes of determining compliance, notwithstanding any subsequent changes in ownership of the property within the boundaries of the proposed change.

10. The petitions presented pursuant to paragraph 8 of this subsection shall comply with the provisions regarding petition form in section 48-266 and shall:

(a) At all times, contain a map and general description of the boundaries of the area to be included within the proposed change sufficiently detailed to permit a property owner to determine whether a particular property is included within the proposed change. An alteration of the described area shall not be made after receiving the approval of the governing body as provided in paragraph 5 of this subsection. The items required to be contained with the petition under this subdivision shall be printed on the back of the petition form required pursuant to section 48-266 unless the size of the items precludes compliance with this requirement. An error in the legal description of the proposed change shall not invalidate the petitions if considered as a whole the information provided is sufficient to identify the property as illustrated in the map required pursuant to this subdivision.

(b) Be signed by owners of more than one-half of the taxable property units within the boundaries of the proposed change and be signed by persons owning collectively more than one-half of the assessed valuation of the property within the boundaries of the proposed change. The assessed valuations of the properties as prescribed by section 42-17052 and as shown in the county assessor's records at the time the boundary change impact statement is submitted are deemed sufficient for determining the assessed valuations prescribed by this section. Property exempt pursuant to title 42, chapter 11, article 3 shall not be considered in determining the total assessed valuation of the proposed change nor shall owners of property not subject to taxation be eligible to sign petitions.

TRSR  
11. On receipt of the petitions, including any supplemental signatures and the report of the county assessor, the governing body shall set a day, at least ten but not more than thirty days after that date, for a hearing on the request.

X  
12. Before the hearing called pursuant to paragraph 11 of this subsection, the board of supervisors shall determine the validity of the petitions presented pursuant to subsection B of this section.

13. At the hearing called pursuant to paragraph 11 of this subsection, the governing body, if the petitions are valid, shall order the change to the boundaries. The governing body shall enter its order setting forth its determination in the minutes of the meeting, at least ten days after the day of the hearing, and a copy of the order shall be sent to the officer in charge of elections and a copy shall be recorded in the county recorder's office. The order of the governing body shall be final, and the proposed change shall be made to the district boundaries thirty days after the governing body votes.

14. On filing a verified complaint with the superior court, the attorney general, the county attorney or any other interested party may question the validity of the annexation for failure to comply with this section. The complaint shall include a description of the alleged noncompliance and shall be filed within thirty days after the governing body of the district adopts a resolution that annexes the territory of the district. The burden of proof is on the plaintiff to prove the material allegations of the verified complaint. An action shall not be brought to question the validity of an annexation resolution unless it is filed within the time and for the reasons prescribed in this subsection. All hearings that are held pursuant to this paragraph and all appeals of any orders shall be preferred and shall be heard and determined in preference to all other civil matters, except election actions. If more than one complaint questioning the validity of an annexation resolution is filed, all complaints shall be consolidated for the hearing.

**B. For the purpose of determining the validity of the petitions presented pursuant to subsection A, paragraph 8 of this section:**

1. Property held in multiple ownership shall be treated as if it had only one property owner, and the signature of only one of the owners of property held in multiple ownership is required on the boundary change petition. The number of persons owning property inside the boundaries of the proposed boundary change shall be determined as follows:

(a) In the case of property assessed by the county assessor, the number of persons owning property shall be as shown on the most recent assessment of property.

(b) In the case of property valued by the department of revenue, the number of persons owning property shall be as shown on the most recent valuation of property.

(c) If an undivided parcel of property is owned by multiple owners, those owners are deemed to be one owner for the purposes of this section.

(d) If a person owns multiple parcels of property, that owner is deemed to be a single owner for the purposes of this section.

2. The value of property shall be determined as follows:

(a) In the case of property assessed by the county assessor, values shall be the same as those shown on the last assessment roll of the county containing the property.

(b) In the case of property valued by the department of revenue, the values shall be those determined by the department in the manner provided by law, for municipal assessment purposes. The county assessor and the department of revenue, respectively, shall furnish to the governing body, within twenty days after the request, a statement in writing showing the owner, the address of each owner and the appraisal or assessment value of properties contained within the area of a proposed change as described in subsection A of this section.

3. All petitions circulated shall be returned to the governing body of the district within one year from the date of the approval given by the governing body pursuant to subsection A, paragraph 5 of this section. Any petition returned more than one year from that date is void. If an appeal is filed pursuant to subsection A, paragraph 14 of this section, this time period for gathering signatures is tolled beginning on the date an action is filed in superior court and continuing until the expiration of the time period for any further appeal.

**C. For the purposes of determining whether or not the proposed addition is contiguous, the addition is deemed contiguous if land that is owned by or under the jurisdiction of the United States government, this state or any political subdivision of this state, other than an incorporated city or town, intervenes between the proposed addition and the current district boundary. Property shall not be approved for annexation if the area proposed to be annexed surrounds any unincorporated territory and that unincorporated territory is not also included in the district unless that unincorporated territory is in a noncontiguous county island fire district.**

**D. If the change in the boundaries proposed pursuant to subsection A of this section would result in a withdrawal of territory from an existing district, the petitions shall be approved by the governing body only if the proposed withdrawal would not result in a noncontiguous portion of the district that is less than one square mile in size.**

E. If the impact statement described in subsection A of this section relates to the withdrawal of property from a district, in addition to the other requirements of subsection A of this section, the governing body shall also determine:

1. If the district has any existing outstanding bonds or other evidences of indebtedness.
2. If those bonds were authorized by an election and issued during the time the property to be withdrawn was lawfully included within the district.

F. If the conditions of subsection E of this section are met:

1. The property withdrawn from the district shall remain subject to taxes, special assessments or fees levied or collected to meet the contracts and covenants of the bonds. The board of supervisors shall provide for the levy and collection of taxes, special assessments or fees.

2. The governing body shall:

(a) Annually determine the amount of special property taxes, special assessments or fees that must be levied and collected from property withdrawn from the district and the mechanism by which that amount is to be collected.

(b) Notify the board of supervisors on or before the third Monday in July of the amount determined in subdivision (a) of this paragraph.

3. Property withdrawn from an existing district shall not be subject to any further taxes, special assessments or fees arising from the indebtedness of the district except as provided in this subsection.

G. If the statement described in subsection A, paragraph 1 of this section requests the annexation of property located within an incorporated city or town, in addition to the other requirements of subsection A of this section, the governing body shall approve the district boundary change impact statement and authorize the circulation of petitions only if the governing body of the city or town has by ordinance or resolution endorsed the annexation and the annexation is authorized pursuant to this title.

H. Except as provided in subsection D of this section and section 48-2002, a change in the boundaries of a district pursuant to this section shall not result in a district that contains area that is not contiguous.

I. Notwithstanding subsection A of this section, any property owner, including a county, this state or the United States government, whose land is within a county that contains a sanitary district or fire district and whose land is contiguous to the boundaries of the sanitary district or fire district may request in writing that the governing body of the district amend the district boundaries to include that property owner's land. If the property is located in an incorporated city or town, in addition to the other requirements prescribed in this subsection, the governing body of the fire district or sanitary district may approve the boundary change only if the governing body of the affected city or town by ordinance or resolution has approved the inclusion of the property in the district. If the governing body determines that the inclusion of that property will benefit the district and the property owner, the boundary change may be made by order of the governing body and is final on the recording of the governing body's order that includes a legal description of the property that is added to the district. A petition and impact statement are not required for an amendment to a sanitary district's or fire district's boundaries made pursuant to this subsection.

J. Until August 1, 2014, in a county with a population greater than two million persons, notwithstanding subsection I of this section, any property owner, including the United States, this state or a county, whose land is within two thousand six hundred forty feet of an adjacent sanitary district or fire district, not contiguous to the boundaries of the sanitary district or fire district and within an unincorporated area or county island may request in writing that the governing body of the district amend the district boundaries to include that property owner's land.

K. A fire district shall not annex or otherwise add territory that is already included in another existing fire district, unless deannexed pursuant to subsections D, E and F of this section.

L. A fire district, community park maintenance district or sanitary district may appropriate and spend monies as necessary or reasonably required to assist one or more individuals or entities to change the district's boundaries pursuant to this section.

M. Notwithstanding subsection A of this section, if an incorporated city or town has previously adopted a resolution designating a fire district as the fire service agency for the city or town, the jurisdictional boundaries of the fire district without further notice or election shall be changed to include any property annexed into the city or town. If the annexation occurs pursuant to a joint petition for annexation, any joint petition for annexation shall clearly indicate in its title and in the notice required in the petition that the property to be annexed will be subject to the jurisdiction of both the city or town and the fire district. A joint petition for annexation shall comply with both section 9-471 and this section. Any fire district boundary change that occurs through city or town annexation pursuant to this subsection is effective on the effective date of the annexation by the incorporated city or town. If an incorporated city or town that has designated a fire district as the fire service agency for that city or town annexes property that is already part of another fire district, the annexed property shall remain part of the fire district in which it was located before the city or town's annexation.

N. Notwithstanding subsection I of this section, from August 2, 2012 until July 1, 2015, in counties with a population of more than two million five hundred thousand persons, any property owner, including the United States, this state or a county, whose land is within two thousand six hundred forty feet of an adjacent sanitary district or fire district and is not contiguous to the boundaries of the sanitary district or fire district may request in writing that the governing body of the district amend the district boundaries to include that property owner's land. If the property is located in an incorporated city or town, in addition to the other requirements prescribed in this subsection, the governing body of the sanitary district or fire district may approve the boundary change only if the governing body of the affected city or town, by ordinance or resolution, has approved the inclusion of the property in the district. If the governing body determines that the inclusion of that property will benefit the district and the property owner, the boundary change may be made by order of the governing body and is final on the recording of the governing body's order that includes a general description of the property, including the assessor's parcel number, that is added to the district. A petition and impact statement are not required for an amendment to a sanitary district's or fire district's boundaries made pursuant to this subsection.

O. For the purposes of this section, assessed valuation does not include property exempt pursuant to title 42, chapter 11, article 3.

**ARF-5941**

**Regular Agenda Item 3. N.**

**Regular BOS Meeting**

Meeting Date: 03/10/2020

Submitted By: Jacque Sanders, Deputy County Manager/Librarian

Department: Deputy County Mgr/Library District

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Information

Request/Subject

Proposed comments on the Tonto National Forest Draft Land Management Plan and Draft Environmental Impact Statement

Background Information

The Tonto National Forest has opened a 90-day comment period regarding the Draft Land Management Plan and Draft Environmental Impact Statement, which will close on March 12, 2020. The draft forest plan reflects changes in social, economic and ecological conditions since the current plan was approved in 1985. It is intended to outline the strategic management for 2.9 million acres of the national forest for the next 10 to 15 years and reflects input from local agencies, tribes, community members and many others.

The Tonto Forest began revising the Forest Plan in 2014, using the 2012 Planning Rule for the National Forest System.

Evaluation

The Tonto National Forest comprises approximately 56% of the land area within Gila County.

Every decision on the forest land affects the residents of Gila County in some way. Staying engaged in the forest planning process helps to ensure that the issues and concerns that are important to Gila County and the residents are included in the discussion and final plan.

Conclusion

Since the Tonto Forest Plan will affect the local residents, visitors, and government agencies that provide services, it is important to remain actively engaged in the process by providing comments throughout the process. The comments provided at this phase of the plan revision process will be considered part of the public record on this matter and will ensure that Gila County continues to be kept informed as the process

continues.

### Recommendation

Staff recommends that the Board of Supervisors issue official comments to the Tonto National Forest on the Tonto Draft Land Management Plan, and Draft Environmental Impact Statement (DEIS).

### Suggested Motion

Information/Discussion/Action to consider issuing official comments from the Board of Supervisors to the Tonto National Forest on the Tonto National Forest Draft Land Management Plan and Draft Environmental Impact Statement. **(Jacque Sanders)**

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### Attachments

Draft Gila County Comments

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**GILA COUNTY**  
**BOARD OF SUPERVISORS**  
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March 11, 2020

Tonto National Forest Plan Revision  
2324 E. McDowell Road  
Phoenix 85006

Electronic filing: <https://cara.ecosystem-management.org/Public//CommentInput?Project=51592>

Re: Gila County comments on the Tonto National Forest Plan Revision #51592

Dear Responsible Official;

Gila County would like to offer comments on the Tonto National Forest Plan Revision #51592.

## **GILA COUNTY**

Gila County is located in central Arizona beneath the Mogollon Rim that marks the southern edge of the Colorado Plateau.

An overwhelmingly large proportion of the land area of Gila County is designated as national forests, federal, state or tribal land, and/or under federal or state management. In Gila County the Forest Service controls 55% of the land; Tribal Authorities and the Bureau of Indian Affairs 40%; the State of Arizona 1%; and, individual or corporate ownership only 4%. This means that Gila County must provide civil services such as safety, rescue, education, health, etc. to 100% of its area based on only a 4% taxable basis.

Consequently, outdoors recreational activities conducted on national forests lands, such as, but not limited to dispersed camping, cross-country motorized travel, camping, big game hunting, dispersed shooting, boating, dispersed fishing or hiking, etc. by residents of, and visitors to the County recreating from metro Arizona to the Rim Country, have a disproportionately large impact on the economic well-being and the economic development of the County.

Therefore, Gila County has a special interest in the Tonto National Forest Plan Revision #51592 and would like to express its comments and concerns as follows.

## **PREVIOUS REQUEST BY GILA COUNTY FOR COORDINATION – FAILURE OF TONTO NF TO COMPLY WITH THE REQUIREMENTS OF 36 CFR 219.4 (b)(1).**

Per the requirements contained in the 2012 Planning Rule, Title 36 — *Parks, Forests, And Public Property, Part 219 — Planning, Subpart A — National Forest System Land Management Planning, Section 4 - Requirements for public participation, sub section (b) Coordination with other public planning efforts*, Gila County expects that: “The responsible official shall coordinate land management planning with the equivalent and related planning efforts of federally recognized Indian Tribes, Alaska Native Corporations, other Federal agencies, and State and local governments” (36 CFR 219.4 (b)(1)).

Gila County further expects that: “The results of this review shall be displayed in the environmental impact statement (EIS) for the plan”, and that “this review shall include consideration of: (i) The objectives of federally recognized Indian Tribes, Alaska Native Corporations, other Federal agencies, and State and local governments, as expressed in their plans and policies; (ii) The compatibility and interrelated impacts of these plans and policies; (iii) Opportunities for the plan to address the impacts identified or to contribute to joint objectives; and (iv) Opportunities to resolve or reduce conflicts, within the context of developing the plan’s desired conditions or objectives” (36 CFR 219.4 (b)(2)).

On January 9, 2018, Gila County filed the *Gila County comments on the Tonto National Forest’s Preliminary Proposed Land and Resource Management Plan* (Appendix A) and formally requested the coordination review under 36 CFR 219.4 (b)(1):

“Per the requirements of 36 CFR 219.4 (b)(2), 40 CFR 1502.16(c) and 40 CFR 1506.2 Gila County hereby requests that the results of the consistency review and coordination actions between the Tonto National Forest Land Management Plan and the Gila County objectives as expressed in its plans and policies shall be displayed in the Programmatic Environmental Impact Statement For The Tonto National Forest Land Management Plan” (Appendix A, Part 3)

On February 2, 2018, Gila County filed the *Gila County comments on the Tonto National Forest’s Wilderness Recommendation Process* (Appendix B) and again formally requested coordination between the Tonto National Forest Land Management Plan and the Gila County objectives under 36 CFR 219.4 (b)(1).

These statutory requirements are meant by the US Congress to imply more than a perfunctory review process resulting in a check mark in a ‘coordination box.’ They imply a sincere and proactive resolution effort to reduce and resolve potential conflicts between aspects of the Tonto National Forest Land Management Plan and objectives expressed in the County plans and policies; such as, but not limited to, those relevant to reasonable allowance of motorized travel in and motorized access to the Tonto National Forest; and rural economic development and employment relying on natural resources such timber, grazing or mineral resources located within the Tonto National Forest.

To this day, March 11, 2020, the Tonto National Forest has failed to undertake any coordination action between the Tonto National Forest Land Management Plan and the Gila County objectives as expressed in the Gila County January 9, 2018 filing.

Gila County urgently requests that the Tonto National Forest immediately undertake the legally required coordination actions between the Tonto National Forest Land Management Plan and the Gila County objectives as expressed in the Gila County January 9, 2018 filing.



## **GILA COUNTY'S CONCERNS OVER TONTO NF COMPLIANCE WITH MULTIPLE USE SUSTAINED YIELD ACT (MUSYA) (16 U.S.C. 528 et SEQ.)**

Passed in 1960, the Multiple Use Sustained Yield Act (MUSYA) (16 U.S.C. 528 et seq.) requires that the national forests be managed for multiple use and sustained yield of five equally important natural resource objectives:

1. recreation,
2. range,
3. timber,
4. watershed,
5. wildlife,

with no resource taking precedence over any other: "It is the policy of the Congress that the national forests are established and shall be administered for outdoor recreation, range, timber, watershed, and wildlife and fish purposes" (16 U.S.C. § 528).

Further, "The Secretary of Agriculture is authorized and directed to develop and administer the renewable surface resources of the national forests for multiple use and sustained yield of the several products and services obtained therefrom. In the administration of the national forests due consideration shall be given to the relative values of the various resources in particular areas" (16 U.S.C. § 529).

Gila County is concerned that the Tonto NF is not giving due consideration to the relative values of the various resources in particular areas. Specifically, Gila County is concerned that the Tonto National Forest Plan Revision #51592 is biased toward what the Tonto NF defines as "Natural Forces."

### **Opposition to Alternative C – Natural Forces Predominant**

Alternative C was developed to reduce human impacts on the forest. This alternative emphasizes primitive recreation opportunities, increased protections to natural resources, use of natural processes for restoration, limiting some aspects of grazing, and prioritizing natural resources over some economic development opportunities

Gila County believes that Alternative C violates the requirements of 16 U.S.C. § 529 that requires that "due consideration shall be given to the relative values of the various resources in particular areas."

Specifically, Gila County strenuously opposes:

- The reduction of grazing opportunities in the Tonto NF;
- The reduction of timber harvesting in the Tonto NF;
- The retirement of grazing permits in the Tonto NF;

Conversely, Gila County strongly supports:

- The increase of recreation opportunities in the Tonto NF;
- The increase of natural resources harvesting and exploitation opportunities in the Tonto NF;
- The increase of controlled burns for fuel reduction in the Tonto NF;
- The increase of forest restoration fuels reduction treatments in the Tonto NF;
- The increase of watershed restoration and preservation treatments in the Tonto NF;
- The increase of invasive species treatments in the Tonto NF.

Additionally, Alternative C could have negative effects on the management of the Salt River Horses by preventing access to manage the herd. Depending on what management tools and methods are identified by the collaborative working group, in the intergovernmental agreement, and in the Salt River horse herd management plan, alternative C could complicate and restrict access to certain areas.

In consequence, Gila County stands in strict opposition to Alternative C.

## **Opposition to additional wilderness and special designations or recommendations under Alternative B Proposed Action - Draft Forest Plan**

As discussed in detail in the February 2, 2018, *Gila County comments on the Tonto National Forest's Wilderness Recommendation Process* (Appendix B), hereby incorporated by reference, a disproportionate area of Gila County is already designated as Tonto NF Wilderness Areas

Gila County has a total area of 4,795 square miles (3,068,800 acres), of which 4,758 square miles (3,045,120 acres) are land and 38 square miles are water. The Tonto National Forest, the largest of the six national forests in Arizona and the fifth largest national forest in the United States, has a total area of 4,489 square miles (2,873,200 acres), of which 1,700,928 acres are located within Gila County. This represents 55.42% of the entire County area, in which the Forest Service imposes a number of multiple uses and access restrictions as well as economic development limitations.

Further, the eight federally designated wilderness areas within (or partially within) the Tonto National Forest (Four Peaks Wilderness; Hellsgate Wilderness; Mazatzal Wilderness; Pine Mountain Wilderness; Salome Wilderness; Salt River Canyon Wilderness; Sierra Ancha; and, Superstition Wilderness) occupy approximately 590,000 acres in Gila County. This represents 35% of the Tonto NF located within Gila County; 21% of the entire Tonto NF; or, more significantly, approximately 19% of the entire County area that are subjected to a complete prohibition of economic development and severe limitations of access and multiple uses.

It is the position of Gila County that none of the proposed new wilderness areas contain natural features unique enough to justify increasing the area of designated wildernesses and practically eliminating multiple uses opportunities over more than the current fifth of the County total area already designated.

Similarly, Gila County is opposed to the recommendation of vast tracks of public lands in the Tonto NF for potential new wilderness designation, because the mere recommendation will automatically trigger reductions in multiple uses, as if a designation was made, for an unspecified duration, even if Congress never designates the land as a wilderness area.

Further, considering that an area can remain in recommended status indefinitely, the mere recommendation process has for all practical purposes the same effect on multiple uses restrictions as a designation. In fact, "any recommended wilderness areas will have management direction included in the revised forest plan. The plan direction developed for the recommended wilderness areas will protect the characteristics which make the area suitable for potential wilderness designation by Congress"

<https://usfs.maps.arcgis.com/apps/MapSeries/index.html?appid=fa64c3221fd84517b1d406ff24746170>

Gila County therefore opposes under 16 U.S.C. § 529 the designation under Alternative B Proposed Action - Draft Forest Plan of:

- 43,206 acres in 11 areas of recommended wilderness.
- 3,590 acres Horseshoe Proposed Botanical Area.
- 22,920 acres Three Bar Proposed Research Natural Area.

Gila County believes that the designation of Fossil Springs Proposed Botanical Area (9 acres), Little Green Valley Fen Proposed Botanical Area (21 acres), Mesquite Wash Proposed Botanical Area (10 acres), Dutchwoman Butte Proposed Research Natural Area (86 acres), Picketpost Mountain Proposed Research Natural Area (1,261 acres), and Upper Forks Parker Creek Proposed Research Natural Area (1,441 acres) satisfy the due consideration owed to the relative values of the "Natural Forces" under 16 U.S.C. § 529, in addition to the already existing 590,000 acres occupied in Gila County by federally designated wilderness areas.

In consequence, Gila County stands in strict opposition to any new wilderness or any other special botanical or research area, or similar, designation or recommendation in the Tonto National Forest, other than the projects listed by name in the above paragraph.

### **Opposition to additional wild and Scenic River designations or eligibility under all Alternatives, including Alternative B Proposed Action - Draft Forest Plan**

All Alternatives, including Alternative B Proposed Action - Draft Forest Plan, include 20 eligible wild and scenic rivers with plan components developed to maintain their outstanding remarkable values:

1. Arnett Creek / Telegraph Canyon - Recreational (3.5 miles)
2. Cold Spring Canyon - Wild (1.7 miles)
3. Devil's Chasm - Wild (2.5 miles)
4. Dude Creek - Recreational (3.2 miles)
5. Fish Creek - Wild (3 miles), Scenic (2.7 miles)
6. Greenback Creek - Scenic (5 miles)
7. Lime Creek - Scenic (7.9 miles)
8. Canyon Creek - Recreational (7.2 miles)
9. Lower Salt River - Recreational (13.2 miles)
10. Lower Tonto Creek - Scenic (3 miles)
11. Pine Creek - Recreational (2.6 miles)
12. Pueblo Canyon - Wild (1.7 miles)
13. Reno Creek - Scenic (3.5 miles)
14. Salome Creek - Wild (8.5 miles)
15. Squaw Creek - Scenic (5.3 miles)
16. Tangle Creek - Scenic (7 miles), Recreational (2.6 miles)
17. Upper Salt River - Wild (27.9 miles), Scenic (13.8 miles)
18. Upper Tonto Creek - Scenic (21.6 miles)
19. Verde River - Wild (9.3 miles), Scenic (1.4 miles)
20. Workman Creek - Recreational (2.3 miles)

While Gila County supports management designed to preserve the character of these rivers, the County also believes that formal designation or recommendations are not necessary to implement appropriate management actions, and create unnecessary constraints such as "scenic easement" that can be used to negate multiple use such as grazing or recreation under the Multiple Use Sustained Yield Act.

In consequence, Gila County opposes the designation of eligible Wild and Scenic River in the Tonto NF in addition to the Fossil Creek and Verde River already designated.

### **Opposition to additional inventoried roadless areas under all Alternatives, including Alternative B Proposed Action - Draft Forest Plan**

All alternatives have thirteen inventoried roadless areas. Inventoried roadless areas contribute to social sustainability by providing opportunities for dispersed recreation, opportunities that diminish as open space and natural settings area developed elsewhere.

Motorized uses are restricted to existing open roads and motorized trails, and no new roads would be constructed in these areas. However, motorized trails may be considered if consistent with the travel management plan.

Gila County opposes the designation of additional inventoried roadless areas in addition to the thirteen existing inventoried roadless areas.

### **Support for Alternative D – Human Forces Predominant**

Alternative D was developed to provide easier access and multiple use opportunities on the Tonto National Forest. Alternative D provides more accessible recreation opportunities, has fewer restrictions on land uses including no additional recommended wilderness acres, and emphasizes active restoration techniques to achieve desired conditions and provides for more economic opportunities on the forest including grazing and mining.

Gila County believes that Alternative D best meets the requirements of 16 U.S.C. § 529 that requires that “due consideration shall be given to the relative values of the various resources in particular areas.”

In consequence, Gila County strongly supports Alternative D.

### **FAILURE OF TONTO NF TO COMPLY WITH THE REQUIREMENTS OF THE MULTIPLE USE SUSTAINED YIELD ACT (MUSYA) (16 U.S.C. § 530)**

The Multiple Use Sustained Yield Act (MUSYA) (16 U.S.C. § 530) requires cooperation with local government: “In the effectuation of sections 528 to 531 of this title the Secretary of Agriculture is authorized to cooperate with interested State and Local Governmental agencies and others in the development and management of the national forests” (16 U.S.C. § 530).

As expressed earlier, to this day, March 11, 2020, the Tonto National Forest has failed to undertake any requested action to cooperate with Gila County in the development and management of the Tonto national forest.

Gila County urgently requests that the Tonto National Forest immediately undertake the legally required cooperation with Gila County in the development and management of the Tonto National Forest Plan Revision #51592.

# GILA COUNTY'S ADDITIONAL CONCERNS WITH ALTERNATIVE B PROPOSED ACTION - DRAFT FOREST PLAN

## Vegetation and Wildland Fire

Gila County is concerned that Alternative B is proposing to treat as much as 325,000 acres over a 10-year period with fire, assuming about 22% prescribed fire.

As much as Gila County supports fuels reduction treatments, recent extensive use of fire as a first entry treatment is revealing a collateral issue with the lack of funding for post-fire Burned Area Emergency Response (BAER).

One of the unintended consequences of the extensive use of fire managed for resources benefits, and the lack of post-fire rehabilitation Forest Service actions, is a gradual shift of post-fire financial liability to local governments which are not funded to undertake the slope stabilization, flood control, soil erosion control, and watershed preservation efforts, **infrastructure replacement and road rehabilitation.**

Gila County requests that the Forest Service provides in the final EIS a specific analysis of the cost to local governments of the treatments of up to 325,000 acres over a 10-year period with fire, assuming about 22% prescribed fire, and a mitigation plan for such cost.

## Rangeland Management

Gila County support the evaluation of vacant allotments until there are no vacant allotment, but the County also believes that this process should be completed as soon as possible and not be limited to one allotment every two years.

Additionally, Gila County believes that the priority outcome should be a grant available allotments to current or new permittees, and that the second option should be a conversion to forage reserves to improve resource management flexibility.

In any case, Gila County opposes the closure to permitted grazing, in whole or in part, of vacant allotments, even if there may be a temporary lack of market demand for the permit, as markets rebound and a permanent closure would violate the requirements of 16 U.S.C. § 529.

**Finally, Gila County strongly supports grazing in the Sonoran Desert along with all other management units and biological zones within the Tonto National Forest.**

## Summary

Gila County urgently requests that the Tonto National Forest immediately undertake the legally required coordination actions between the Tonto National Forest and the County to perform a consistence review between, and coordinate the Tonto National Forest Land Management Plan and the Gila County objectives as expressed in the Gila County January 9, 2018 filing and hereby attached in Appendix A, per 36 CFR 219.4 (b)(1); and to initiate active cooperate with Gila County in the development and management of the Tonto national forests per 16 U.S.C. § 530.

Thank you for your consideration.

Respectfully submitted,

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Woody Cline  
Chairman of the Board  
Gila County Board of Supervisors

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Date

ATTEST

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Marian E. Sheppard  
Clerk of the Board  
Gila County Board of Supervisors

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Date

# **Appendix A - Gila County comments on the Tonto National Forest's Preliminary Proposed Land and Resource Management Plan - January 9, 2018**

January 9, 2018

Tonto National Forest  
Tonto Plan Revision  
2324 E. McDowell Road  
Phoenix 85006

Electronic filing: [tontoplan@fs.fed.us](mailto:tontoplan@fs.fed.us)

Re: Gila County comments on the Tonto National Forest's Preliminary Proposed Land and Resource Management Plan.

Dear Responsible Official;

Gila County would like to offer comments on the Tonto National Forest's Preliminary Proposed Land and Resource Management Plan.

## **PART 1 - GILA COUNTY OBJECTIVES AS EXPRESSED IN ITS PLANS AND POLICIES**

### **GILA COUNTY**

Gila County is located in central Arizona beneath the Mogollon Rim that marks the southern edge of the Colorado plateau. Six characteristics of Gila County are particularly relevant to the Preliminary Proposed Plan for the Tonto National Forest Land Management Plan:

- 1) The large number of National Forests located in the County and its neighboring Arizona counties: Tonto National Forest, Prescott National Forest, Coconino National Forest, Apache National Forest, Sitgreaves National Forest and Coronado National Forest.
- 2) The overwhelmingly large proportion of the land area of Gila County being designated as national forests, federal, state or tribal land, and/or under federal or state management. In Gila County the Forest Service controls 55% of the land; Tribal Authorities and the Bureau of Indian Affairs 40%; the State of Arizona 1%; and, individual or corporate ownership only 4%.
- 3) The disproportionately large impact that landscape scale catastrophic wildfires in the national forests of the Southwest have had on the ecological, social and economic life of the County and neighboring eastern Arizona counties. Four of the five largest wildfires in Arizona, which

includes two of the largest wildfires in the nation, have occurred within Gila County and its neighboring counties in the last decade: the Rodeo Chediski fire of 2002 that consumed 460,000 acres; the Willow Fire of 2004 that burned 120,000 acres; the Cave Creek Complex fire of 2005 that blazed through 244,000 acres; and, the Wallow fire of 2011 that charred 538,000 acres. Prior to these recent fires, the deadly Dude Fire of 1990, while burning 'only' 24,000 acres, was the largest forest fire in modern Arizona times. It destroyed 60 homes, caused the evacuation of 1,100 people, and -- worst of all -- killed 6 firefighters.

- 4) The disproportionately large impact that outdoors recreational activities conducted on national forests lands, such as, but not limited to, dispersed camping, cross-country motorized travel, big game hunting, dispersed shooting, dispersed fishing or hiking, etc. by local residents of, and visitors to the County recreating from metro Arizona to the Rim Country, have on the economic well-being and the economic development of the County.
- 5) The steady reliance of Gila County residents on firewood cutting and gathering permits, and dispersed firewood access in the local national forests for meeting their energy needs.
- 6) The outstanding and continued requirement for and commitment by the County to proactively participate in and assume leadership roles in forest and watershed restoration and wildfire prevention and mitigation efforts at local and landscape scales, such as the White Mountain Stewardship Project and the Four Forest Restoration Initiative that the County has been instrumental in creating and fostering.

As such, Gila County has a special interest in the Preliminary Proposed Plan for the Tonto National Forest Land Management Plan.

While Gila County recognizes that it is only one of the many constituents of the U.S. Forest Service, and does not seek special consideration in the current comments and review process, we urge the Responsible Official to pay careful attention and give due consideration to the following comments in view of the uncommonly large effect that Forest Service land management decisions regularly have directly, or may occasionally have indirectly, on the County residents or visitors enjoyment, custom, culture, health, safety and economic well-being.

Gila County is actively involved in and assumes a leadership role in several forest restoration efforts directly involving the Tonto National Forest, and has gained considerable experience working with the Forest Service. Gila County, therefore, understands particularly well the issues at hand, the management processes engaged, the desired future conditions, and the difficulties and challenges involved. Gila County appreciates fully the Tonto National Forest's intent to ensure an adaptive land management planning process that is inclusive, efficient, collaborative and science-based to promote healthy, resilient, diverse and productive national forests and grasslands; to support natural resources-based rural economic development and employment; and, to insure the enjoyment of the Tonto National Forest by the current and future generations in a balanced approach of preservation, conservation and sustainable exploitation of the natural resources.

In a spirit of continuous improvement, and based on the direct practitioner knowledge and experience gained through a uniquely long, diverse, often productive and sometimes difficult participation in the Forest Service planning and implementation processes, Gila County would like to share its comments, its appreciation for the obvious work put into the Tonto National Forest Land Management Plan and its Preliminary Proposed Plan, and its concerns and suggestions as follows.



## **PRELIMINARY COMMENT**

Gila County would like to preface any subsequent comment by the observation that the quality and thoroughness of the work exhibited in both the Assessment for the Tonto National Forest Land Management Plan, and the Preliminary Proposed Plan for the Tonto National Forest is outstanding. Gila County is fully conscious of the fact that an enormous commitment was made and delivered upon by the Tonto National Forest Land Management Plan team, and that a legitimate pride of ownership must rest with the authors of the above mentioned documents as well as other documents not published with the Preliminary Proposed Plan but nonetheless part of the project record.

Gila County urges the Tonto National Forest Land Management Plan team to consider the County comments NOT as a critic of their work, but as a goodwill effort toward continuous improvement of the Preliminary Proposed Plan, and a proactive effort by the County to disclose its objectives, plans and policies AND THE RATIONALES THAT SUPPORT THEM, and to facilitate the statutorily required consistency review, coordination action and conflict reduction regarding potential discrepancies between the Tonto National Forest Land Management Plan and the County objectives as expressed in its plans and policies and as discussed in this document.

## **ASSESSMENT & LAND MANAGEMENT PLAN: ROLE OF GILA COUNTY**

Gila County recognizes that the Assessment and Land Management Plan development are Forest Service-driven technical processes, and Gila County generally supports the analysis mechanisms deployed by the Tonto National Forest to complete the assessment and the technical part of the management planning.

Although Gila County retains and employs many talented individuals at the peak of the knowledge curve in their respective fields, Gila County does not generally define its role in the public lands management process as a role of science provider or resources technical specialist. Rather, as a political body representing the most direct and local expression of democratic government at the individual district or national forest level, Gila County more generally defines its role at the policy-making level as it relates to public lands management processes.

Therefore, although several of the following comments organized under the following headers do apply to the assessment and land management plan development processes, they purposefully do not address specific technical mechanisms thereof, and Gila County is generally satisfied that the USFS methodology is generally satisfactory, and that the studies that the Tonto National Forest, in their expertise, deem reliable, are adequate to support the Tonto National Forest technical conclusions (Lands Council v. McNair 537 F.3d 981 - 9th Cir. 2008).

Gila County will, therefore, focus its engagement in the Preliminary Proposed Plan for the Tonto National Forest Land Management Plan process, and its comments and suggestions, at the policy-making level and on whether the proposed Tonto National Forest Land Management Plan serves the County residents or visitor's enjoyment, custom, culture, health, safety and economic well-being. Gila County will further focus its engagement on whether the proposed Tonto National Forest Land Management Plan contributes to the objectives of the County as expressed in its plans and policies; on how the proposed Tonto National Forest Land Management Plan impacts related planning efforts by the County; and on the compatibility with and interrelated impacts of the Tonto National Forest Land Management Plan and Gila County plans and policies.

## **COORDINATION BETWEEN THE TONTO NATIONAL FOREST LAND MANAGEMENT PLAN AND THE GILA COUNTY OBJECTIVES, PLANS AND POLICIES**

Per the requirements contained in the 2012 Planning Rule, Title 36 — Parks, Forests, And Public Property, Part 219 — Planning, Subpart A — National Forest System Land Management Planning, Section 4 - Requirements for public participation, sub section (b) Coordination with other public planning efforts, Gila County expects that: “The responsible official shall coordinate land management planning with the equivalent and related planning efforts of federally recognized Indian Tribes, Alaska Native Corporations, other Federal agencies, and State and local governments” (36 CFR 219.4 (b)(1)).

Gila County further expects that: “The results of this review shall be displayed in the environmental impact statement (EIS) for the plan”, and that “this review shall include consideration of: (i) The objectives of federally recognized Indian Tribes, Alaska Native Corporations, other Federal agencies, and State and local governments, as expressed in their plans and policies; (ii) The compatibility and interrelated impacts of these plans and policies; (iii) Opportunities for the plan to address the impacts identified or to contribute to joint objectives; and (iv) Opportunities to resolve or reduce conflicts, within the context of developing the plan's desired conditions or objectives” (36 CFR 219.4 (b)(2)).

Gila County posits that these statutory requirements are meant by the US Congress to imply more than a perfunctory review process resulting in a check mark in a ‘coordination box’ and imply a sincere and proactive resolution effort to reduce and resolve potential conflicts between aspects of the Tonto National Forest Land Management Plan and objectives expressed in the County plans and policies; such as, but not limited to, those relevant to motorized big game retrieval, dispersed motorized camping and the reasonable allowance of motorized travel in and motorized access to the Tonto National Forest, or those relevant to the unique rural economic development and employment role resting on natural resources such timber, grazing or mineral resources located within the Tonto National Forest.

## **GILA COUNTY OBJECTIVES AS EXPRESSED IN ITS PLANS AND POLICIES**

Gila County policy making decisions and management actions are guided by the Gila County long term plan. This plan guides the actions of the County Board of Supervisors and the County Management staff toward meeting the present and future enjoyment, custom, culture, health, safety and economic well-being needs of the County residents or visitors. The Gila County planning effort integrates the principles of:

- Monitoring the effects and impacts of the implementation of the County policies, as well as the direct, indirect, individual and cumulative effects and impacts on the County and its residents and visitors of the policy decisions and management actions taken by state and federal agency partners;
- Monitoring all relevant demographic, social, economic, cultural, etc. internal and external variables relevant to the County policy making decisions and management actions; and
- Dynamic and generally informal adaptive management.

As such, the Gila County plan is an ever evolving dynamic plan that constantly adapts, often informally, in response to the evolving ecological, economic, social and cultural environment, and it is formulated as much through the regular deliberations of the Gila County Board of Supervisors and the resulting resolutions of the Board, as it is in the formal planning documents.

For the purpose of compliance with the statutory requirements of coordination between the Tonto National Forest land management plan and Gila County's objectives as expressed in its plans and policies (36 CFR 219.4 (b)), the Gila County plan, defined as the accumulation of the formal Gila County planning documents AND the Gila County public record of Board of Supervisors deliberations and decisions, including the letter of comments, is hereby entered into the Tonto National Forest Land Management Plan NEPA record.

## **GILA COUNTY OBJECTIVES AS RELATES TO THE TONTO NATIONAL FOREST LAND MANAGEMENT PLAN**

Gila County appreciates and supports the extensive and thorough analysis performed by the Tonto National Forest Land Management Plan team for this Preliminary Proposed Plan, and the discussion of the following resources: air; soil; watershed; water resources; riparian; fisheries; vegetation; forest health; fire; wildlife and rare plants; nonnative species; recreation; infrastructure; wild and scenic rivers; inventoried roadless areas; wilderness resources; research natural areas; scenic resources; lands and special uses; cultural resources; Indian rights and interests; forest products; livestock grazing; minerals and energy and socioeconomic resources.

In the interest of conciseness, and considering that multiple resources analyzed individually by the Tonto National Forest Land Management Plan team in the Preliminary Proposed Plan are regrouped in a smaller number of overarching natural resources management policy objectives for Gila County, the County analysis and comments will be focused on seven sets of natural resources management objectives critical to the County and relevant to these comments.

In no particular order, these seven sets of natural resources management objectives relevant to these comments are:

### ***1) Rangelands Resources Management Objectives***

Gila County understands that the 1982 and 2012 Planning Rules require that the capability and suitability for producing forage for grazing animals on national forests lands be determined, and that the capability for producing forage for grazing animals is defined as the potential of an area of land to produce forage depending upon current conditions and site conditions such as climate, slope, landform, soil chemistry, physics and biology, geology, disturbances such as natural fire, etc. as well as the application of management practices. Gila County therefore understands and appreciates that the FUNDAMENTAL capability of the lands on the Tonto National Forest to produce forage for grazing animals, as determined in 1985 during the previous round of forest planning, has not changed significantly since this first evaluation.

#### **Land suitability analysis**

Simultaneously, Gila County believes that rangelands resources in the West in general, in the Southwest in particular, and in the national forests of Arizona specifically, are under unprecedented stress as a function of landscape scale uncharacteristic disturbances such as catastrophic wildfires, the cumulated effects of decades of management practices on lands classified as rangelands, forestlands and timberlands, other stressors, etc. and a possible climate warming trend, whether it be caused by human activities or cyclical natural variations as occurred naturally and repeatedly in the historical, pre-historical and geological record for millennia predating the industrial age and even the existence of

the human species. Gila County therefore supports the designation of appropriate size Recommended Research Natural Areas, in order to improve rangelands resources management science and practice.

### Gila County Rangelands Resources Management Objectives

The Gila County Rangelands Resources Objectives for the upcoming planning cycle include, among others:

- 1) Restore encroached grasslands, including the most departed semi-desert, Great Basin, and montane subalpine grasslands that have been invaded by trees (subalpine grasslands) and shrubs (semi desert and Great Basin grasslands) by removing trees and shrubs where economically feasible, promoting a mixture of native perennial grass species, implementing the periodic prescriptive use of mixed classes of livestock matching animal feeding habits with specific plant material, and reintroducing a regime of cool surface fires in order to reduce trees and shrubs colonization and erosion hazards, and to increase livestock forage production.
- 2) Adopt management practices that discourage the establishment of nonnative species and eradicate invasive weed species of little to no forage value, recognizing the fact that the ecological or economic consequences of different exotic species are not all the same, and that the persistence of some nonnative species that are not necessarily undesirable or controllable such as Kentucky bluegrass or Bermuda grass, may be beneficial from a socioeconomic perspective and a balanced management for multiple resource objectives.
- 3) Allocate grass reserves on an allotment by allotment basis through proper range management, rather than on a district by district basis, which requires additional financial considerations for improvement maintenance.
- 4) Shift the grassland management process from the concept of balancing livestock grazing with available forage (PDEIS p. 451) – which only addresses stocking rate, toward the concept of managing the intensity, frequency, seasonality, duration and classes of livestock grazing to accomplish the rangelands resources management objectives.
- 5) Emphasize adaptive management of the rangelands using a three tier rangelands resources management monitoring approach of quantitative monitoring using standard measurements such as stocking rate, ground cover, etc.; qualitative monitoring using measurements such as species composition, age, nutritional value, etc.; and effectiveness monitoring using outcome measurements such as range health, soil water holding capacity, soil organic content, livestock weight gain, presence of wildlife indicator species, etc., in order to measure whether the management actions produce the site specific and cumulative direct and indirect effects expected.
- 6) Integrate the scientific research and implement the science-based recommendations developed by rangelands resources management peer-reviewed expert scientists such as Dr. Lamar Smith, Associate Professor Emeritus at the University of Arizona.
- 7) Support the efforts and the agenda of the Arizona Grazing Lands Conservation Association as follows:
  - Promoting voluntary approaches for the management of grazing lands;
  - Promoting respect of private property rights;

- Strengthening partnerships between grazing lands managers and others who support the purposes of the Association;
  - Increasing economic, environmental, and social stability on grazing lands;
  - Increasing the information base from which to make sound policy and management decisions on grazing lands;
  - Closing the gap between availability of knowledge and application of said knowledge on grazing lands;
  - Enhancing the rancher's ability to achieve greater profitability on an ecologically sound and sustainable basis; and
  - Educating the public through the dissemination of scientific knowledge on the conservation and management of grazing lands in Arizona.
- 8) Preserve the contributions of the rangelands resources to the rural economic development of the Arizona counties at a minimum at the current level of approximately 66 jobs and \$713,000 in labor income annually, and double this contribution to the approximately 120 jobs and \$1.3 million in labor income annually that can be supported by the full utilization of the available animal unit months (AUMs).

## ***II) Forest Products Resources Management Objectives***

Gila County supports an extensive and thorough analysis performed by the Tonto National Forest Land Management Plan team addressing affected environment, lands tentatively suitable for timber production, allowable sale quantity (ASQ), long term sustained yield capacity (LTSYC), wood and tree products availability, forested / overgrown lands, deforested / early development lands, climate change considerations, and cumulative environmental consequences.

### **Circumstantial constraints and challenges for the Gila County AND the Tonto National Forest planning efforts**

Gila County recognizes that the issues of forested ecosystem restoration and forest products management are fundamentally different, and are typically not discussed simultaneously in ecosystems non-departed or little departed from characteristic historical conditions. However, as the Forest Service and Gila County both generally acknowledge, current conditions in the forested ecosystems and especially in the ponderosa pine and dry or wet mixed conifers dominated forests of eastern Arizona, are considerably departed from historical conditions and at risk of continued uncharacteristic disturbances such as landscape scale catastrophic crown fires or insect infestations.

Gila County acknowledges and appreciates the efforts endeavored by the Forest Service and particularly the Four Forest Restoration Initiative (4FRI) to pioneer larger scale restoration efforts. Gila County has been and continues to be supportive of 4FRI and of its funding, as a practical tool to initiate larger scale treatments and to incentivize the creation of a small diameter trees utilization infrastructure. Simultaneously, Gila County acknowledges that the model of subsidized restoration treatments is not scalable at landscape scale, as is required to restore the forests of Arizona, for lack of agency funding. As proposed in 4FRI, an initiative that Gila County was instrumental in creating, fostering and developing, landscape scale forest ecological restoration appears currently feasible only if it is funded by the economically viable utilization of the forested byproducts of restoration by private industry. While relatively new to the discussion of ecological restoration funding, the concept of ecosystem service monetization is actually not a novation when it comes to forest products, as timber sales have been for

centuries an established form of natural resources valuation and have funded the management of the resources.

As a consequence, Gila County observes that both the County and the Tonto National Forest operate under very specific circumstantial constraints when it comes to forest products resources management, in as much as the forest products industry in Arizona is simultaneously an economic growth and a rural employment engine desperately needed in eastern Arizona, AND the funding mechanism for landscape scale restoration in eastern Arizona, BOTH of which are critical objectives for Gila County, and must be stated priorities for the Tonto National Forest.

The inherent circumstantial challenge therefore faced by Gila County and the Tonto National Forest is that the priorities typically considered when managing forest products, such as a sustained yield of harvest volumes on a regulated non-declining even-flow basis for the long term, uneven age structures, long term sustained yield capacity (LTSYC), non-declining allowable sale quantity (ASQ), etc. are augmented and complicated by the overwhelming priority to complete landscape scale restoration as rapidly as possible for fear of massively disruptive landscape scale catastrophic crown fires and/or landscape scale insect infestations.

Owing to the fact that for the foreseeable future and for the next five decades of the planning cycle, green forest products will likely be byproducts of restoration treatments, and green forest products will likely continue to be at risk of destruction by catastrophic fires if landscape scale restoration is not expeditiously implemented, Gila County suggests that forest products management actions for the upcoming planning cycle must be dictated not only by traditional silviculture science and best practices, but primarily by the absolute priority of implementing landscape scale restoration as expeditiously as possible using mechanical treatments that produce the forest products necessary to not only sustain the existing forest industry in the Tonto National Forest, but to allow robust natural resources-based rural economic development through the creation of an entirely new infrastructure of small diameter trees utilization at industrial scale.

#### Land suitability analysis

Gila County understands and appreciates the fact that the criteria for designation of suitable timberlands must incorporate ecological and economic realities that have evolved since the previous planning cycle. Specifically, Gila County supports the removal from the suitability analysis of lands that have suffered irreversible soil resource damages during high intensity fires; lands that have experienced inadequate restocking post high intensity fires; and lands located on steep slopes (40% and more) where cable logging would be required but could not be made economically feasible owing to the limited harvestable forest products.

#### Gila County Forest Products Resources Objectives

The Gila County Forest Products Resources Objectives for the upcoming planning cycle therefore include, among others:

- 1) Create in eastern Arizona the wood supply conditions necessary for private industry investments in a new economically viable small diameter trees and residual biomass utilization infrastructure capable of funding the initial ecological restoration thinning of at least 50,000 acres of ponderosa pine and/or mixed conifer dominated forests annually for the next 20 years, then the maintenance of the desired future conditions in subsequent decades.

- 2) Sustain in the White Mountains the wood supply conditions necessary for the continued development and growth of the existing local industry, with expanded economically viable small diameter trees and residual biomass utilization facilities capable of funding the initial ecological restoration thinning of at least 15,000 acres of ponderosa pine and/or mixed conifer dominated forests annually for the next 20 years, then the maintenance of the desired future conditions in subsequent decades.
- 3) Wherever possible, prioritize forest byproducts treatments (mechanical treatments) funded by economically viable utilization, over non-byproducts treatments (fire as first entry thinning treatments) in order to create and sustain the wood supply necessary for a new era of forest products industry-based economic growth and employment in eastern Arizona with multiple industrial scale new investments.
- 4) Subordinate for as long as required in the upcoming planning cycle the scientific silviculture priorities and traditional forest products management methods for sustained yield of harvest volumes on a regulated non-declining even-flow basis for the long term, to the overriding priority of implementing as expeditiously as possible landscape scale restoration based primarily on mechanical treatments producing forest products (see *Forested Ecosystems Restoration and Catastrophic Wildfire Prevention Objectives*).

### ***III) Mineral and Energy Resources Management Objectives***

Mineral And Energy Resources Management Objectives address issues such as, but not limited to, the availability, suitability, sustainability, productivity, access, contribution to rural economic development of solid, liquid or gaseous mineral resources; as well as solar, wind, hydropower, geothermal and other natural renewable energy resources; etc.

While there is at the current time no prospect for industrial-scale development of solar or wind energy farms in Gila County, the County wants to retain all possibilities for renewable energy investments, should they arise.

Conversely, hard rock mining represents a substantial component of the economy within eastern Arizona, with residents having accumulated over a century a wealth of mining expertise. Many of the towns and cities in Gila County and the eastern Arizona counties have depended historically and culturally on the mining industry which has functioned as a critical base industry to drive the economy. Spending by base industries, and the associated taxes, stimulate local market economies such as retail, construction, local business services, banks, hospitals and local, county, state and federal governments. The revenue from base industries like mining also helps stabilize local governments, resulting in lower taxes for residents and sustained social investments that strengthen the communities through strong education, youth recreation activities and cultural programs among others.

#### **Gila County Mineral and Energy Resources Management Objectives**

The Gila County Mineral and Energy Resources Management Objectives for the upcoming planning cycle therefore include, among others:

- 1) Make mineral materials on National Forest lands available to the industry and to local, State, and Federal government agencies where reasonable protection of, or mitigation of effects on,

other resources is assured, and where removal is not prohibited, in a manner that minimizes adverse environmental impacts to surface and groundwater resources, watershed and forest ecosystem health, wildlife and wildlife habitat, scenic character, and other desired conditions applicable to the area.

- 2) Insure the completion of rigorous socio-economic impact analyses for all mining NEPA Environmental Impacts Statements (EIS) and insure the full consideration of economic impacts in all mining NEPA Records of Decision (ROD).
- 3) Insure that energy and mineral activity site reclamation provides for public safety and the protection of land resources; returns disturbed sites to natural habitat conditions; and, allows and support sustainable post mining land uses.
- 4) Allow opportunities for recreational gold prospecting, gold panning, and related activities, such as rock hounding and mineral collection.

#### ***IV) Motorized Travel and Recreation Management Objectives***

Gila County fully understands and appreciates that an opportunity to comment on the Preliminary Proposed Plan for the Tonto National Forest Land Management Plan is not the appropriate forum to comments on the upcoming Supplemental Environmental Impact Statement (SEIS) for the Public Motorized Travel Management Plan, and that no specific management decision will be made and no specific management action will result from the Preliminary Proposed Plan for the Tonto National Forest Land Management Plan. Nonetheless, since the Preliminary Proposed Plan will establish the framework for future management decisions and actions such as the Public Motorized Travel Management Plan, it is appropriate for Gila County to communicate its motorized travel and recreation management objectives and to request that the Responsible Official for the Tonto National Forest Land Management Plan conduct the statutorily required consistency review, coordination action and conflict resolution between the Tonto National Forest Land Management Plan and the Gila County Motorized Travel And Recreation Management Objectives as expressed in the County plans and policies and as contained in this document.

#### **Importance of dispersed motorized travel and recreation for Gila County**

The number of off-highway vehicles (OHVs) used in Arizona has risen dramatically. Almost 500,000 households within the State have at least one OHV, and as many as 30,000 new ATVs and motorcycles are purchased annually (Arizona State Parks, 2009). While the use of OHVs is increasing statewide, OHV recreation is disproportionally important to the economy of rural counties such as Gila County. A survey conducted in 2003 by the Arizona State Parks identified the recreation impact of OHV recreation on Gila County as follows:

- 36% of households in Gila County are OHV users, compared to the state percentage of 21%.
- 8% of all Arizona OHV trip destinations for past 12 months were to Gila County.
- 1,262,607 OHV Recreation Days occur annually in Gila County, of which:
  - 228,071 OHV Recreation Days (18%) are from Gila County residents;
  - 1,034,536 OHV days (82%) are from other Arizona residents traveling to Gila County.
- 60% of Gila County OHV households are satisfied with their overall OHV experience.



Additionally, the 2003 Arizona State Parks survey identified a major direct annual economic impact of motorized travel and recreation and OHV related annual expenditures in Gila County as follows:

- OHV Trips - Fuel/Gasoline: \$16.7 M
- Lodging/Campgrounds: \$12 M
- Restaurants/Bars: \$11.5 M
- Groceries/Liquor: \$13.3 M
- Other (event fees, souvenirs, etc.): \$13.6 M

The total OHV recreation trips expenditures in Gila County total \$67.1 M annually, to which must be added expenditures on off-highway vehicles: \$16.9 M, tow-vehicles and trailers: \$9.4 M, OHV equipment: \$27.1 M, for a total OHV expenditures of \$120.5 million and a total impact, including the multiplier effect, of \$137.6 million in Gila County annually.

The economic impact of an annual OHV expenditure of \$120.5 million in Gila County translates in the injection of \$22.3 million in salaries and wages annually, resulting in the sustaining of 1,322 full-time and part-time jobs in Gila County. In any economy, 1,322 jobs are significant in Gila County, and in the current economy they are critical.

It must be noted that 77% of the vehicles used in the OHV trips reported in Gila County on the 2003 Arizona State Parks survey are four wheel drive pickup truck (50%) and sport utility vehicle or Jeep (27%), besides specialized cross-country all-terrain vehicles (ATV) or motocross motorcycles, and that almost 64% of the recreational activities involved some level of dispersed access to the Tonto National Forest lands:

- Sightseeing 15%
- Hunting 14%
- Driving back roads 13%
- Camping 12%
- Fishing 10%

#### Circumstantial constraints and challenges for the Gila County AND the Tonto National Forest planning efforts

Gila County understands and appreciates that in December 2005, the Forest Service issued a regulation at the national level, known as the Travel Management Rule (TMR), developed in response to the increasing effects of OHV recreation and the potential for OHV use to adversely affect forest and grassland resources, and that the Tonto National Forest Land Management Plan team is under direct instructions to implement a public motorized travel management plan that will designate roads, trails, and areas where motorized vehicle use can occur and eliminate most motorized cross-country travel.

Gila County further understands and appreciates the fact that irresponsible OHV use can indeed adversely affect forest and grassland resources, and that the popularity of this new mode of recreation may require reasonable regulations in order to maintain a well-considered balance between the enjoyment of the Tonto National Forest visitors, and the need to preserve and conserve the resources contained in the Tonto National Forest for the enjoyment of future generations.

Gila County is therefore NOT advocating for the Tonto National Forest team to disregard the Travel Management Rule or for the continuation of unregulated and ever increasing motorized cross-country travel and the continued proliferation of unauthorized user-created routes. However, Gila County is advocating for a SENSIBLE APPROACH to implementing the Travel Management Rule requirements in

the Preliminary Proposed Plan for the Tonto National Forest Land Management Plan, that address the preservation and conservation needs of the resources, comply with the national Travel Management Rule and still allow the Gila County residents and visitors to recreate sensibly using motorized transportation.

### Land suitability analysis

Gila County understands the difference that exists between motorized cross-country travel, to which most of the Tonto National Forest lands is currently open and to which most of the Tonto National Forest land will be closed (aside from specially designed OHV areas) as the result of the implementation of the national Travel Management Rule, and motorized on-trail travel, to which most of the Tonto National Forest lands is expected to remain suitable for future consideration.

However, Gila County is concerned by the creeping trend that characterizes public land management in the West in general, in the national forests of the West in particular and specifically in the Arizona national forests toward an ever increasing limitation of motorized access to and motorized travel in (NOT including cross-country travel) the public lands under management by federal agencies.

Specifically, in the June 2016 Tonto National Forest's Draft Record of Decision (DROD) decisions were proposed that, in Gila County's analysis, constitute a clear overreach by the Tonto National Forest over the requirement of the 2005 national Travel Management Rule:

- Instead of the 300 foot corridors that were part of the draft Environmental Impact Statement (DEIS), the Final Environmental Impact Statement (FEIS) and the Draft Record of Decision (DROD) designate certain motorized routes for dispersed camping and outlaws it everywhere else. As a result, motor vehicle use for dispersed camping is authorized on only approximately 91 miles of full-sized motorized trails that access nearly 2,750 inventoried, existing, dispersed camping sites on the Tonto National Forest, but it is prohibited on approximately 1,290 miles of National Forest System roads open to the public, and 2,310 miles of motorized trails open to the public, where vehicle parking is now limited to up to 30 feet on either side of an open road or motorized trail unless otherwise identified.
- Motor vehicle use for big game retrieval is allowed up to 1 mile on both sides of all designated roads and motorized trails solely for retrieving legally harvested elk and bear and solely in game management units 21, 22, 23, 24A, 24B, and 37B. This decision results in approximately 1,905,300 acres where motorized retrieval is permitted. However, motor vehicle use for big game retrieval of deer is prohibited.

Gila County is opposed to the June 2016 Tonto National Forest's Draft Record of Decision (DROD) decisions and to the underlying philosophy that commenters need to present a reason why the Tonto National Forest Service should allow such or such motorized multiple use of the Forest and of such or such road. Rather, Gila County believes that it is the intent of the law that Tonto National Forest needs to present a reason why it should NOT allow such or such motorized multiple use of the Forest and of such or such road. In so many words, motorized used must be allowed everywhere there is not a valid reason for it not be.

Gila County intends to avail itself of all possibilities to redress this wrongful proposed decision within the framework of the Forest Plan Revision and the framework of the Supplemental Environmental Impact Statement (SEIS) for the Travel Management Rule (TMR).

In consideration of the monumental change that the elimination of indiscriminate cross-country travel will represent for the culture and custom of the residents of and visitors to the County, Gila County wants to register its objection to future considerations of new motorized areas and trails restrictions in the Forest Plan.

### Gila County Motorized Travel and Recreation Management Objectives

The Gila County Motorized Travel and Recreation Management Objectives for the upcoming planning cycle therefore include, among others:

- 1) Authorize dispersed and safe motorized camping consistent with the reasonable enjoyment of safety, privacy, comfort, custom and culture.  
The authorized dispersed and safe motorized camping allows the parking of motorized vehicles and/or trailers at the distance from the closest legally open road or trail necessary for the dispersed camping site defined as a 300 feet radius around the motorized vehicle or trailer to be safe from traffic, to not be directly exposed to dust or projections caused by traffic and to be distant from adjacent dispersed camping site by at least 300 feet if such is the desire of the camper(s). Access to dispersed camping sites previously used and established in the local custom and culture as demonstrated by tangibles evidences of previous use such as fire pits, improvements, etc. is allowed.
- 2) Authorize motorized big game retrieval for all species of game meeting the definition of 'big game' in the Arizona Game and Fish Department hunting regulations, or alternatively for all 'big game' animals requiring a hunting tag, with the exception of turkeys.  
The authorized motorized big game retrieval consists of one trip each way from the downed animal to the closest legally open road or trail, regardless of distance, by the most direct route compatible with safety and the preservation of other values such as riparian areas, archeological sites, etc.
- 3) Authorize dispersed motorized collection of firewood. The authorized motorized collection of firewood consists of the minimum number of trips each way, as defined based on the transport capacity of the vehicle and the trailer, from the downed tree to the closest legally open road or trail, regardless of distance, in the authorized firewood collection area, by the most direct route compatible with safety and the preservation of other values such as riparian areas, archeological sites, etc.
- 4) Authorize dispersed recreational shooting.  
The authorized motorized dispersed recreational shooting consists of one trip each way from the natural or artificial obvious terrain feature used as a backstop, such as pit, berth or features similar in their functionality as relates to safe dispersed shooting, to the closest legally open road or trail, regardless of distance but not more than one mile, by the most direct route compatible with safety and the preservation of other values such as riparian areas, archeological sites, etc.
- 5) Implement sensible restrictions on indiscriminate cross-country travel in order to preserve and conserve the resources contained in the Tonto National Forest for the enjoyment of future generations.

Indiscriminate cross-country travel consists of traveling cross-country in a motorized vehicle not intended to reach a specific dispersed camp site, downed animal, downed tree in an authorized firewood collection area, or terrain feature used as a shooting backstop, or not required for an emergency response to a specific justifiable circumstance such as danger to limb or life. Motorized scouting for a site is considered different from reaching a specific site and is not authorized.

- 6) Retain the suitability for future consideration of new motorized areas and trails of at least 75% of the Tonto National Forest.

### ***V) Forested Ecosystems Restoration and Catastrophic Wildfire Prevention Objectives***

Gila County appreciates and supports the fact that the Preliminary Proposed Plan includes a clear priority for restoration treatments, despite the fact that restoration treatments were not emphasized in the 1985 Plan.

#### **Circumstantial constraints and challenges for the Gila County AND the Tonto National Forest planning efforts**

As previously noted, Gila County recognizes that the issues of forested ecosystem restoration and forest products management are fundamentally different, and are typically not discussed simultaneously in ecosystems non-departed or little departed from characteristic historical conditions. However, as the Forest Service and Gila County both generally acknowledge, current conditions in the forested ecosystems and especially in the ponderosa pine and dry or wet mixed conifers dominated forests of eastern Arizona, are considerably departed from historical conditions and at risk of continued uncharacteristic disturbances such as landscape scale catastrophic crown fires or insect infestations.

Also as previously noted, Gila County acknowledges and appreciates the efforts endeavored by the Forest Service and particularly the Tonto National Forest to pioneer larger scale restoration efforts. Gila County has been and continues to be supportive of 4FRI and of its funding, as a practical tool to initiate larger scale treatments and to incentivize the creation of a small diameter trees utilization infrastructure. Simultaneously, Gila County acknowledges that the model of subsidized restoration treatments is not scalable at landscape scale, as is required to restore the forests of Arizona, for lack of agency funding. As proposed in the Four Forest Restoration Initiative, an initiative that Gila County was instrumental in creating, fostering and developing, landscape scale forest ecological restoration appears currently feasible only if it is funded by the economically viable utilization of the forested byproducts of restoration by private industry. While it is actually not a novation when it comes to forest products as timber sales have been for centuries an established form of natural resources valuation and have funded the management of the resources, the concept of ecosystem service monetization is relatively new to the discussion of ecological restoration funding, and its full implications are still being tested.

As a consequence, Gila County observes that both the County and the Tonto National Forest operate under very specific circumstantial constraints when it comes to forest restoration, in as much as the forest products industry in Arizona is the funding mechanism for landscape scale restoration in eastern Arizona, which imposes the concept of social acceptability or 'social license' for the re-introduction of appropriate scale industry logging activities at the landscape scale on the Tonto National Forest.

#### **Gila County Forested Ecosystems Restoration and Catastrophic Wildfire Prevention Objectives**

The Gila County Forested Ecosystems Restoration and Catastrophic Wildfire Prevention Objectives for the upcoming planning cycle therefore include, among others:

- 1) Design and implement landscape-scale, consensus-based, industry-supported, accelerated community protection and forested ecosystems restoration in the 2.4 million acre ponderosa pine and mixed conifer dominated forest of the Mogollon Rim.
- 2) Develop and sustain the social license required by Southwestern Regional Forester Corbin Newman as a prerequisite to the implementation of industry-supported landscape scale restoration.
- 3) Create in eastern Arizona the wood supply conditions for private industry investments in a new economically viable small diameter trees and residual biomass utilization infrastructure capable of funding the initial ecological restoration thinning of at least 50,000 acres of ponderosa pine and/or mixed conifer dominated forests annually for the next 20 years, then the maintenance of the desired future conditions in subsequent decades.
- 4) Wherever possible, prioritize forest byproducts treatments (mechanical treatments) funded by economically viable utilization, over non-byproducts treatments (fire as first entry thinning treatments) in order to create and sustain the wood supply necessary for a new era of forest products industry-based economic growth and employment in eastern Arizona with multiple industrial scale new investments.
- 5) Subordinate for as long as required in the upcoming planning cycle the scientific silviculture priorities and traditional forest products management methods for sustained yield of harvest volumes on a regulated non-declining even-flow basis for the long term, to the overriding priority of implementing as expeditiously as possible landscape scale restoration based primarily on mechanical treatments producing forest products.
- 6) Subordinate for as long as required in the upcoming planning cycle the scientific silviculture priorities and traditional forest products management methods for uneven age management to the overriding necessity of sustaining the social license required to implement landscape scale restoration expeditiously and in a non-conflictual and non-litigious manner, as relates to the protection of old growth and the retention of large trees (upcoming old growth where vegetative structural stages (VSS) 5 and 6 are deficient).

## ***VI) Watersheds Restoration Objectives***

Gila County supports a thorough analysis by the Tonto National Forest Land Management Plan team using the Watershed Condition Framework (WCF) and assessment tool when addressing Class 1 (Functioning), Class 2 (Functioning-At-Risk) and Class 3 (Impaired) watersheds for 6th level Hydrologic Unit Code (HUC) watersheds (sub watersheds) condition, and priority watershed treatment objectives.

While Gila County agrees with the technical definition that ‘watershed condition is the state of the physical and biological characteristics and processes within a watershed that affect the hydrologic and soil functions that support aquatic ecosystems,’ the County also believes that a critical social consequence of the physical and biological characteristics and processes should be added to the definition to read: ‘ ... that support aquatic ecosystems AND THE PRODUCTION OF WATER FOR DOWNSTREAM CONSUMPTION.’

## Critical role of the Mogollon Rim watersheds for Arizona and of the CC Cragin watershed for Gila County

Uncharacteristic landscape scale forest crown fires in eastern Arizona have a demonstrated negative impact on the conservation and operation of the watersheds in which they take place. In addition to the damages caused to communities and ecosystems by the fires themselves, the most common negative effects on watersheds documented after the Rodeo-Chediski Fire, some areas of the Wallow Fire, and the Schultz Fire, among others, are: uncharacteristic runoffs, catastrophic flooding, accelerated and aggravated soil erosion, streams and reservoirs sedimentation, and long term severe disturbance of the watershed functions.

The Rim Country constitutes a large portion of the watersheds that contribute significantly to the water supply of the metro Arizona and greater Phoenix area. The CC Cragin watershed constitutes a large portion of the watersheds that contribute significantly to the water supply of Gila County and specifically the town of Payson and neighboring Tribal Communities. The threat of additional uncharacteristic landscape scale forest crown fires in eastern Arizona, especially on the south slopes of the Mogollon Rim and in the Rim Country raises serious concern about the conservation and operation of the eastern Arizona watersheds.

With the growing realization that uncharacteristic landscape scale forest crown fires affect the conservation and operation of the watersheds in which they take place, efforts to protect watersheds have been recently initiated in the Southwest. Several of these efforts focus on the monetization of the ecosystem services provided by the watersheds, and on an attempt to enroll the financial contribution of the downstream beneficiaries of the services (water consumers in this case) to the financial costs of protecting the upstream provider areas and the utility corridors delivering the services (forests, watersheds and water collection and distribution infrastructures at risks of catastrophic fires in this case). Such efforts were pioneered by the Denver Forest to Faucet project in Colorado, or the Santa Fe Municipal Watershed Protection project in New Mexico, among others. In Arizona, with the active contribution of Gila County, an effort to create the Arizona Watersheds Investment Fund (AWIF) is underway, and in Flagstaff, Ballot Question #405 received electors' approval in November 2012 for the issuance of a \$10 million municipal bond to finance the restoration treatments of high threat areas in the Rio de Flag and Lake Mary watersheds to provide greater protection to the community from the impacts of fires and floods.

Three watershed issues are of particular concern to Gila County:

- 1) After years of collaborative debate, the model of industry supported restoration is recognized by most stakeholders as the only model that has the economic capability to be scaled up to landscape scale. However, the sole implementation of this model is insufficient, in as much as industry supported restoration is not applicable in areas where:
  - the merchantable material yield is insufficient for mechanical treatments to be economically viable;
  - access by mechanical harvesting equipment is restricted, such as in steep slopes, high erosion areas, riparian areas, etc.

Mechanical treatments implemented in low productivity areas, and non-mechanical treatments such as fire as a thinning tool, or hand thinning, are therefore candidates for ecosystem services funding, and systematized ecosystem services monetization is required in order to participate to the overall funding of landscape scale restoration.

- 2) Conversely, despite the logic of its concept, the keen interest of some stakeholders weary of a potentially dominant role of the wood industry in the relationship with the Forest Service, and the momentum that the monetization of ecosystem services in general - and watershed services in particular - is expected to gain, the monetization of watershed services is unlikely to be able to bear the full cost of restoration estimated to be approximately \$1,000 per acre in eastern Arizona, resulting in an estimated total cost of approximately \$1 billion for the 1 million acres requiring thinning restoration treatments. Continued education is therefore required to insure simultaneously that:
  - the model of ecosystem services monetization funding is not viewed as an alternative to the model of industry supported funding;
  - the model of industry supported funding is not viewed as an alternative to the model of ecosystem services monetization funding;
  - both models, and possibly others, are viewed as complementary to each other.
- 3) The restoration of forested ecosystems, ponderosa pine and mixed conifer dominated, in the watersheds of the slopes of the Mogollon Rim in general, and specifically in the CC Cragin and East Clear Creek watersheds, is an objective priority, after the direct protection of communities and infrastructures, among other areas in eastern Arizona also in need of restoration treatments.

#### Gila County Watersheds Restoration Objectives

The Gila County Watersheds Restoration Objectives for the upcoming planning cycle therefore include, among others:

- 1) Prioritize restoration and catastrophic fire prevention treatments in the watersheds, after the direct protection of communities and infrastructures, on the slopes of the Mogollon Rim in general, and specifically in the East Clear Creek watersheds, the Verde River watersheds, the Little Colorado River watersheds, the Upper Gila River watersheds and the Upper Salt River watersheds.
- 2) Develop the Arizona Watersheds Investment Fund (AWIF), and/or similar initiatives in order to fund restoration treatments that cannot be funded by the wood industry utilization of the forest byproducts of restoration in areas where the merchantable material yield is insufficient for mechanical treatments to be economically viable, and/or access by mechanical harvesting equipment is restricted, such as in steep slopes, high erosion areas, riparian areas, etc.
- 3) Develop in parallel and a complementary manner all models of watersheds restoration funding such as industry funding, ecosystem services funding, municipal bonds funding, etc.

#### ***VII) Management Areas Designation Objectives***

Gila County supports a thorough analysis by the Tonto National Forest Land Management Plan team for management areas designation when addressing community forest intermix, high use developed recreation areas, energy corridors, the wild horse territories, natural landscape, inventoried roadless areas (which are technically not management areas per se but an administrative designation), recommended and current wilderness areas, recommended and current research natural areas, wildlife quiet areas and wild and scenic rivers.

Gila County appreciates and supports the fact that certain characteristics of landscapes, viewscales or bioscapes are unique and deserve protection, preservation and conservation; that a balanced approach to the enjoyment of all requires a spectrum of management areas extending from high use developed recreation areas to pristine wildernesses; that the enjoyment of future generations may require protection, preservation and conservation management actions that may constrain current generations; that areas of wildlife undisturbed habitats are necessary for big game and other wildlife to reside with minimal disturbance from motorized vehicle use; that preserving the natural character of the national forest landscape is important to any of these goals; that scientific research in ecosystems characteristics and functions are necessary for the continuous improvement of management decisions; and that designations by Congress and/or Presidential Orders must be implemented. Conversely, Gila County is concerned by an ever expanding trend of public land multiple use additional and incremental restrictions that have the potential to unduly limit access and enjoyment of the lands by the public.

### Gila County Management Areas Designation Objectives

The Gila County Management Areas Designation Objectives for the upcoming planning cycle therefore include, among others:

- 1) Maintain a balanced approach in the designation of management areas including general forest area, community forest intermix, high use developed recreation areas, energy corridors, wild horse territories, natural landscape, inventoried roadless areas (which are technically not management areas per se but an administrative designation), recommended and current wilderness areas, the Blue Range Primitive Area, recommended and current research natural areas, wildlife quiet areas and wild and scenic rivers, that meets the requirements of management for multiple resource objectives and that meets the safety, health, economic well-being, custom and culture needs of the Gila County residents and visitors.
- 2) Prevent the departure from the current condition of balanced management for multiple resource objectives by the designation of inappropriately large management areas of more than 10% of the land area individually or 25% collectively, characterized by the restriction of most multiple resource objectives management or enjoyment activities, such as but not restricted to wilderness areas or primitive areas.

For the purpose of compliance with the statutory requirements of coordination between the Tonto National Forest land management plan and the Gila County objectives as expressed in its plans and policies (36 CFR 219.4 (b)), this document: Gila County Comments On The Preliminary Proposed Plan For The Tonto National Forest Land Management Plan is hereby incorporated in the County expressed plans and policies.

Gila County, therefore, expects that: i) the Responsible Official shall coordinate land management planning with Gila County's equivalent and related planning efforts (36 CFR 219.4 (b)(1)); ii) the consistency review and coordination action shall include consideration of the objectives of Gila County as expressed in its plans and policies (including the formal Gila County planning documents, the Gila County public record of Board of Supervisors deliberations and decisions, and the Gila County Comments On The Preliminary Proposed Plan For The Tonto National Forest Land Management Plan); and, iii) the Responsible Official shall consider opportunities to resolve or reduce conflicts, should some arise between the Tonto National Forest Land Management Plan and the Gila County plans (36 CFR 219.4 (b)(2)).



## **PART 2 - GILA COUNTY REQUEST FOR COOPERATING AGENCY STATUS**

Gila County is committed to resolve or reduce potential conflicts between the Tonto National Forest Land Management Plan and the Gila County plans and policies, and understands that such resolution must take place within the context of developing the Tonto National Forest Land Management Plan's desired conditions or objectives.

To this effect, it is the intent of Gila County to avail itself of the opportunity contained in the 2012 Planning Rule that specifies that: "Where appropriate, the responsible official shall encourage States, counties, and other local governments to seek cooperating agency status in the NEPA process for development, amendment, or revision of a plan" (36 CFR 219.4 (a)(1)(iv)).

A request for Cooperating Agency Status and inclusion in the Inter Disciplinary Team (IDT) for the Forest Plan Revision process and its NEPA Analysis process were previously made to the Tonto National Forest, Forest Supervisor in 2014. No response was provided by the Tonto National Forest.

Gila County is hereby requesting anew to be granted Cooperating Agency Status and inclusion in the Inter Disciplinary Team (IDT) for the Forest Plan Revision process and its NEPA Analysis, and is formally requesting the Tonto National Forest to provide a written response to this request within 90 days.

## **PART 3 - REQUEST FOR DISCLOSURE OF CONSISTENCY REVIEW AND COORDINATION ACTIONS**

Per the requirements of 36 CFR 219.4 (b)(2), 40 CFR 1502.16(c) and 40 CFR 1506.2 Gila County hereby requests that the results of the consistency review and coordination actions between the Tonto National Forest Land Management Plan and the Gila County objectives as expressed in its plans and policies shall be displayed in the Programmatic Environmental Impact Statement For The Tonto National Forest Land Management Plan.

## **PART 4 – PLANNING ISSUES**

In its review of the proposed directives revising the forest service handbook (FSH 1909.12) and the forest service manual (FSM 1920) and establishing procedures and responsibilities for implementing the 2012 national forest system land management planning regulation set out at 36 CFR part 219, Gila County identified issues and shortcomings that are of a nature to affect the Preliminary Proposed Plan For The Tonto National Forest Land Management Plan.

Gila County fully understands that the opportunity to comment on the Preliminary Proposed Plan for the Tonto National Forest Land Management Plan is neither an opportunity to comment on the 2012 Planning Rule or its implementation directives, nor an opportunity to comment on a specific proposed management action, such as a travel management plan or a restoration project. Nonetheless, precisely because the Preliminary Proposed Plan for the Tonto National Forest Land Management Plan will establish the parameters for all subsequent management actions in the Tonto National Forest in the upcoming planning cycle, Gila County believes that it is critical for the Preliminary Proposed Plan for the Tonto National Forest Land Management Plan to specifically list, and therefore make part of any subsequent management action, guidelines on how to conduct the monitoring, adaptive management

framework, use of best available scientific information to inform the land management planning process, public participation and the role of collaboration, and the objection process.

## ***MONITORING***

Gila County appreciates and supports the important role given to monitoring in the proposed directives. We believe that the content of the proposed directives is adequate, although sometimes very succinct, when addressing 31.1 - Best Available Scientific Information for Monitoring; 31.2 - Public Participation for Monitoring; 32.1 - Developing the Plan Monitoring Program; 32.11 - Selecting Monitoring Questions; 32.12 - Selecting Monitoring Indicators; 32.13 - Content of the Plan Monitoring Program; 32.13a - Select Watershed Conditions; 32.13b - Ecological Conditions for Terrestrial, Riparian and Aquatic Ecosystems, and At Risk Species; 32.13c - Focal Species; 32.13d - Visitor Use, Visitor Satisfaction, and Recreation Objectives; 32.13e - Climate Change and Other Stressors; 32.13f - Desired Conditions and Objectives; 32.13g - Productivity of the Land; 32.2 - Documenting the Plan Monitoring Program; 32.3 - Transitioning to the Plan Monitoring Program; and 32.4 - Changing the Plan Monitoring Program.

### Issues

Funding - However, Gila County believes that the proposed directives miss a critical opportunity to address and correct what is arguably the Achilles' heel of many if not most monitoring efforts endeavored by national forests staff. Specifically, however well planned, monitoring is often not implemented or superficially or partially implemented for lack of resources or funding.

Binding findings - Additionally, Gila County also believes that the proposed directives do not address a critical weakness in the concept of 31.2 - Public Participation for Monitoring and specifically in the multi-party monitoring section thereof. Specifically, while Gila County applauds the Forest Service for including in the proposed directives the concept of public participation in monitoring, and specifically multi-party monitoring, we believe that the Forest Service misses a critical opportunity to build robustness in the system by failing to make the findings of multi-party monitoring boards binding on the Forest Service responsible official.

Suggested corrective action for the Preliminary Proposed Plan for the Tonto National Forest Land Management Plan

### Monitoring implementation plan

Gila County suggests that the Preliminary Proposed Plan for the Tonto National Forest Land Management Plan be expanded to include in very specific terms the requirements for quantitative, qualitative and effectiveness monitoring processes, and the resources allocation and funding necessary to implement them, to insure that strategic monitoring plans are quantifiably and qualitatively implemented.

Specifically, Gila County suggests that a very specific monitoring implementation plan and budget be added to the planning and NEPA review process of all projects, be submitted to public review and comments in the Draft Environmental Impact Statements (DEIS), be included in the Records of Decisions (ROD) and be included in the Final Environmental Impact Statements (FEIS) for all projects, so as to insure that monitoring will actually be implemented and funded.

Practically, Gila County suggests a three tier monitoring plan articulated as follows:

I. Quantitative implementation compliance monitoring.

The purpose of the quantitative implementation compliance monitoring is to answer the question “was the job done?” While generally this assessment is made by the Forest Service contract management team when a contractor is involved, it is suggested that this step becomes the beginning of the process rather than often the end of it.

Specific quantitative implementation compliance monitoring measures can be defined at the planning stage and specific resources requirements can be calculated at the planning stage. The plan must include, disclose and commit the responsible official to provide the resources and budget required.

II. Qualitative implementation compliance monitoring.

The purpose of the qualitative implementation compliance monitoring is to answer the question “was the job done correctly?” The need for qualitative implementation monitoring increases rapidly with the complexity of the actions undertaken. For example, complex forest restoration prescriptions implemented using designation by description (DxD) or designation by prescription (DxP) create substantial room for interpretation by the operators and may result in outcomes substantially different on the ground from those intended by the resources specialists who write the prescriptions. Verifying that implementation complies not only quantitatively but qualitatively with the management decision is especially important when the third tier of monitoring is intended, as effectiveness can only be meaningfully analyzed if the actual treatments outcomes are aligned with the intended outcomes.

Specific qualitative implementation compliance monitoring measures can be defined at the planning stage and specific resources requirements can be calculated at the planning stage. The plan must include, disclose and commit the responsible official to provide the resources and budget required.

III. Effectiveness monitoring.

The purpose of the effectiveness monitoring is to answer the question “do the outcomes of the management decision produce the intended effects?” The need for effectiveness monitoring increases rapidly with the complexity and spatial and temporal scopes of the actions undertaken, especially in projects where cumulative effects analysis assumes a speculative nature owing to the scale and duration of the management action. For example, landscape scale forest restoration over 2 million acres in 20 years, as endeavored in the Four Forest Restoration Initiative, an initiative that Gila County was instrumental in creating and fostering, is largely unconceivable without the concept of adaptive management, as we know the Forest Service realizes. However, adaptive management is but an empty rhetoric, and any management action and the NEPA analysis thereof is flawed, if robust three-tier monitoring as described here above is not implement.

Specific effectiveness monitoring processes can be defined at the planning stage and specific resources requirements can be calculated at the planning stage. The plan must include, disclose and commit the responsible official to provide the resources and budget required.

Gila County further suggests that in addition to the requirement for three functionally different and complementary tiers, the Preliminary Proposed Plan for the Tonto National Forest Land Management Plan specifically direct the responsible officials to include robust qualitative and effectiveness indicators

since easy-to-collect and to-process quantitative indicators, such as acres treated, tons of biomass removed or forage utilization, often yield very little meaningful information on the resulting health and resilience of a forest stand/or the health and productivity of a grazing range for example.

#### Multi-party monitoring binding findings

Gila County suggests that the Preliminary Proposed Plan for the Tonto National Forest Land Management Plan be expanded to include in very specific terms the requirements for the responsible officials to be bound by the findings of multi-party monitoring boards.

Gila County fully appreciates and understands, and has been on the receiving end on numerous occasions of the classic retort that such dispositions would violate the Federal Advisory Committee Act (FACA), or that federal line officials are not authorized to share their decision making authority. However, it is not suggested here that responsible officials surrender their decision making authority to a multi-party monitoring board, but be required to act upon the findings of a multi-party monitoring board in a manner that appropriately addresses the issues raised by the multi-party monitoring board.

Please refer to the Public Participation and the Role of Collaboration section of this letter, here under, for further discussion of this substantial issue.

#### ***ADAPTIVE MANAGEMENT FRAMEWORK***

Gila County appreciates and supports the important role given to the adaptive management framework in the proposed directives. We believe that the key features of adaptive management included in the proposed directives are adequate when addressing: 1. Characterizing explicitly uncertainty and assumptions; 2. Testing assumptions and collecting data using appropriate temporal and spatial scales; 3. Analyzing new information obtained through monitoring and project experience; 4. Learning from feedback between monitoring and decisions; 5. Adapting assumptions and strategies to design better plans and management direction; 6. Making iterative and responsive decisions, evaluating results, and adjusting actions on the basis of what has been learned; and 7. Creating an open and transparent process that shares learning internally and with the public.

#### Issue

However, Gila County believes that the proposed directives miss a critical opportunity to provide substantially clear directives to responsible officials in actually implementing adaptive management, by limiting recommendations to a one and a half page general description of the three phases of planning (assessment, planning, and monitoring) in Title 36, Code of Federal Regulations, part 219 (36 CFR part 219). Specifically, Gila County acknowledges that the Forest Service includes some measure of action in paragraph d of its third step (monitoring): “d. Adapt planning and management activities based on learning from the results of the analysis. This adaptation takes the form of modifying assumptions, models, data, and understanding of the system. This knowledge is then used to inform the planning process that leads to adjustment of plans and projects.” Nonetheless, Gila County believes that an entire fourth step of what is generally accepted by academia and the professional world as the adaptive management framework is missing from the proposed directive, namely: corrective action in the implementation of a large scale long duration management action.

Gila County does not fault the Forest Service or the Code of Federal Regulations (36 CFR part 219) for a truncated framework, as many management actions, especially in national forests over the last quarter

century have been implemented at a scale and scope sufficiently limited that learning from the execution of a given project could only be applied to other projects, considering the rapid completion of small projects. However, as large, long and extremely complex management actions such as landscape scale forest restoration are endeavored, the likes of the Four Forest Restoration Initiative include more than 2 million acres over 20 years, the need for adaptive and very probably corrective action within the existing project and within the existing NEPA Record of Decision is clearly emerging.

**Suggested corrective action for the Preliminary Proposed Plan for the Tonto National Forest Land Management Plan**

- I. Gila County suggests that the three phases of planning (assessment, planning, and monitoring) in Title 36, Code of Federal Regulations, part 219 (36 CFR part 219) designed to support a framework for adaptive management that will facilitate learning and continuous improvement in plans and agency decision making, be augmented in the Preliminary Proposed Plan for the Tonto National Forest Land Management Plan with a fourth phase that outlines clearly the responsibility and authority of responsible officials to implement adaptive and if necessary corrective action during the implementation of large scale long duration specific projects as a response to quantitative, qualitative, and effectiveness monitoring of the project.
- II. Gila County further suggests that in order to avoid the difficulty and complexity of having to complete new and different NEPA analyses prior to implementing adaptive or corrective action during the implementation of a given project, the NEPA analysis of complex, large scale, long term projects be specifically designed from inception to formalize the inclusion of a four phase adaptive management framework, and to include the possibility for and the responsibility of the line officers to implement a range of actions as necessary to adapt to the emergence of data from effectiveness monitoring, and to meet the purpose and need of the proposed action and preferred alternative.

***USE OF BEST AVAILABLE SCIENTIFIC INFORMATION (BASI) TO INFORM THE LAND MANAGEMENT PLANNING PROCESS***

Gila County appreciates and supports the important role given to the use of best available scientific information to inform the land management planning process in the proposed directives when addressing: 42.1 - Use of Best Available Scientific Information; 42.11 - Integration of the BASI in the Planning Process; 42.11a - Assessment Phase; 42.11b - Planning Phase; 42.11c – Monitoring; 42.12 - Characteristics of Quality Scientific Information; 42.13 - BASI Determination Process; 42.14 - Attributes of the BASI: Uncertainties, Risks, and Assumptions; 42.15 - Sources of Scientific Information; 42.16 - Data Quality; 42.17 - Documentation of the BASI in the Planning Process; 42.17a - Documentation of the BASI in the Assessment Report; 42.17b - Documentation of the BASI in the Plan Decision Document; and 42.2 - Optional Science Reviews in the Land Management Planning Process.

Gila County further appreciates and supports the important role given to assessing social and economic sustainability and multiple uses in the assessment process when addressing: 13.1 - Assessing Social, Cultural, and Economic Conditions; 13.11 - Social, Cultural, and Economic Context; 13.12 - Important Social, Cultural, and Economic Influences on the Plan Area; 13.13 - How the Plan Area Influences Key Social, Cultural, and Economic Conditions; 13.14 - Sources of Relevant Existing Information for Social, Cultural, and Economic Conditions; 13.2 - Assessing Benefits People Obtain from the NFS Plan Area; 13.3 - Assessing Multiple Uses; 13.31 - Outdoor Recreation; 13.32 – Range; 13.33 – Timber; 13.34 – Watershed; 13.35 - Fish and Wildlife; 13.4 - Assessing Recreation Settings, Opportunities and Access,

and Scenic Character; 13.5 - Assessing Renewable and Nonrenewable Energy and Mineral Resources; 13.6 - Assessing Infrastructure; 13.7 - Assessing Areas of Tribal Importance; 13.8 - Assessing Cultural and Historic Resources and Uses; and 13.9 - Assessing Land Status and Ownership, Use, and Access Patterns.

### Issue

However, Gila County believes that the proposed directives miss a critical opportunity to provide substantially clear directives to responsible officials in actually integrating social and economic sustainability and multiple uses, and in integrating social and economic science to the framework of best available scientific information to inform their land management planning process and their management decision making process. Specifically, the assessment of the social, cultural and economic values becomes essentially an exercise in futility if these values are not reflected in the management decisions and do not balance other values.

Gila County clearly supports robust science and the full integration of ecological, bio diversity, restoration and conservation values in the management process, and Gila County is on record for participating and often leading efforts designed to re-introduce to the ecosystems of eastern Arizona natural ecologically sustainable processes such as a frequent surface fire regime. Nevertheless, Gila County is observing, and when necessary is committed to mitigate, a probably natural temptation by some scientists to develop and implement pure uncompromised and uncompromising science, or the currently accepted state of best science - which often proves to be a temporary state, to the detriment of the enjoyment, custom, culture, health, safety and economic well-being of the people. An example coming to mind to illustrate the above would be the forcible and inflexible implementation of rigid travel management rules in the national forests of Arizona in apparent disregard of not only the characteristics of individual forests, but people's long established custom, culture, need and right to recreate, hunt or procure firewood in these forests. Such rules may make sense when protecting relatively limited acreages of national forests in states comprising mostly private land, but they may create an unreasonable burden when regulating access to upward of 50% of the land in a County. Additionally, blind application of out of context science promulgated at national level may trigger fundamentally unscientific decisions when for example identical travel management rules are being implemented across fundamentally different ecosystems in ponderosa pine dominated forests, pinion juniper dominated forests and wet or dry mixed conifer forests, and across multiple national forests characterized by fundamentally different densities of road systems.

Additionally, Gila County is also observing, and when necessary is also committed to mitigate, the fact that the same temptation to develop and implement pure uncompromised and uncompromising science as discussed in the above paragraph, also often causes the weakening of the social consensus with stakeholders who would support the implementation of management decisions based on a balanced approach, but are unwilling to support the invasive implementation of a monolithic and intransigent interpretation of science.

### Suggested corrective action for the Preliminary Proposed Plan for the Tonto National Forest Land Management Plan

- I. Gila County suggests that the Preliminary Proposed Plan for the Tonto National Forest Land Management Plan provide clear and unambiguous guidelines to responsible officials to integrate social and economic sustainability and social and economic science into the framework of best available scientific information to inform their land management planning process and their management decision making process.

Specifically, Gila County suggests that the Preliminary Proposed Plan for the Tonto National Forest Land Management Plan instruct responsible officials to implement substantive - even though possibly scientifically imperfect - management actions that move the ecosystems significantly toward the desired future conditions, when such actions are supported by social consensus, rather than spend years attempting to forcibly impose, and possibly trigger litigation of management actions that may be deemed scientifically more perfect but that do not benefit from the support of the social consensus. In other terms, Gila County suggests that the Preliminary Proposed Plan for the Tonto National Forest Land Management Plan emphasize executing well less than perfect projects now, over developing scientifically perfect projects that are never implemented.

- II. To quote a famous Arizonan: “Extremism in the defense of liberty is no vice” (Barry Goldwater), but Gila County would like to propose to the Forest Service that extremism in the pursuit of best available scientific information (BASI) may become counterproductive when it results in paralysis by analysis, or inaction by litigation.

### ***PUBLIC PARTICIPATION AND THE ROLE OF COLLABORATION***

Gila County appreciates and supports the important role given to public participation and the role of collaboration in the proposed directives. We believe that the content of the proposed directives is adequate, although sometimes succinct, when addressing 43.02 - Principles of Public Participation; 43.1 - Guidance for Public Participation; 43.11 - Guidance for Collaboration; 43.12 - Developing a Public Participation Strategy; 43.13 - Federal Advisory Committee Act Committees; 43.14 - Engaging a Diverse Set of Stakeholders; 43.15 - Opportunities for American Indians and Alaska Natives; 43.16 - Participation and Coordination with Other Related Planning Efforts; 43.17 - Participation during Phases of Planning; 43.17a - Participation during Assessments; 43.17b - Participation during Development, Revision, or Amendment of Plan Components; 43.17c - Participation during Monitoring Program Development; 43.17d - Participation during Monitoring Evaluation Report Reviews; 43.18 - Substantive Formal Comment; and 43.19 - Participation during Pre-decisional Administrative Review.

#### Issue

However, Gila County believes that the proposed directives miss a critical opportunity to provide substantially clear directives to responsible officials on two fundamental and overlapping aspects of public participation and the role of collaboration. Specifically, sustained and meaningful public participation and engagement require that the public’s inputs actually influence substantially the decision making process; and sustained meaningful collaboration requires that the products of collaboration be honored by the Forest Service.

Gila County has acquired a long, ineffective, inefficient, unproductive and oftentimes frustrating experience of responsible officials paying lip service to public participation and to the role of collaboration, and Gila County believes that the Preliminary Proposed Plan for the Tonto National Forest Land Management Plan must refocus the concept of public participation and collaboration away from complying with a process and managing the problem, toward developing executable products and resolving the problem.

#### Suggested corrective action for the Preliminary Proposed Plan for the Tonto National Forest Land Management Plan

- I. Gila County recognizes that under current federal statutes Forest Service line officers are not allowed to share their decision making authority. Nonetheless, Gila County believes that a statutory monopoly of decision making authority does not necessarily imply an operational monopoly on decision content. Therefore, Gila County suggests that the Preliminary Proposed Plan for the Tonto National Forest Land Management Plan emphasize that while the line officers retain their sole legal ability to make the decision, they are also required by law and regulation “to meet the needs of present and future generations” (Forest Service Mission Statement), as expressed through public participation and collaboration among other channels.
- II. Gila County further suggests that the Preliminary Proposed Plan for the Tonto National Forest Land Management Plan explain how and direct responsible officials to retain their legal decision making authority while allowing the public to participate meaningfully in, influence substantially, and when appropriate alter the content of their decision.
- III. Gila County further suggests that a special role and a special forum be organized in the Preliminary Proposed Plan for the Tonto National Forest Land Management Plan, for local elected officials such as County Supervisors to represent the socio economic interests of local populations in the decision making process of the Forest Service responsible officials. As the most local and often the most directly involved elected representatives in the democratic constitutional process, local elected officials can play a tremendously significant role in representing their constituents with line officers and insure that federal employees temporarily assigned to a national forest are given the best possible opportunity to integrate local custom, culture and economic well-being into their decision making process.

## ***OBJECTION PROCESS***

Gila County appreciates the attempt made by the Forest Service to give the public more effective involvement, support their collaborative processes and result in better decision-making (U.S. Forest Service Chief Tom Tidwell) by replacing the previous appeal process with the new pre-decisional administrative review, or objection process, to be applied under federal regulation to all projects and activities that implement land-management plans and that are documented in an environmental assessment or environmental impact statement.

Gila County realizes that the U.S. Forest Service announced on March 26, 2013 the final rule governing the objection process for projects and activities implementing land-management plans, and that the final rule was published in the Federal Register on March 27, 2013 after a review of public comments submitted in response to the publication of the proposed rule in 2012. Consequently, Gila County fully realizes that this comments letter is not an opportunity to comment on the objection process.

### Issue

However, Gila County believes that specific comments on the application of the objection process as implemented in the proposed directives and presumably in the Preliminary Proposed Plan for the Tonto National Forest Land Management Plan does provide an opportunity to address concerns about the objection process implementation as follows:

Among other significant differences, a critical difference between the previous appeal process and the new objection process is that an objection must be filed prior to an actual decision being made and published. This creates a potentially difficult situation in as much as there is a possibility, and in certain



cases a probability, that several objections may be filed by several different parties, and that the resolutions of these objections may result in a final decision significantly different from the one disclosed in the document published with the notice of a plan subject to objection. Although the list of objections will be public, the timing of filing of potential objections within the objections filing period may result in the requirement for the public to decide to file or abstain to file an objection based on the speculation of what other parties may decide to file, and what the resolutions to such objections might be. Additionally, since a final decision may be influenced significantly by the resolution of an objection that by definition happens only after the comments period is closed, parties may be unwillingly put in a situation where per 51.52 - Issues Not Based on Previously Submitted Substantive Formal Comments, their potential objection may be ineligible.

Additionally, Gila County is concerned that Chapter 50 Objection Process in general, paragraph 51.66 - Reviewing Officer Response to Objections and paragraph 51.6 - Resolution of Objections in particular, and specifically paragraph 51.6 section 4: "The reviewing officer responds to the outstanding issues in the objection; The reviewing officer's response may include instructions to the responsible official as part of the disposition of the objection. The response must be sent to the objecting party(ies) by certified mail, return receipt requested, and posted online" (36 CFR 219.57(b) and sec. 51.64) are focused on the administrative process of disposing of an objection rather than on the substantial process of actually resolving it.

Suggested corrective action for the Preliminary Proposed Plan for the Tonto National Forest Land Management Plan

- I. Gila County suggests that the Preliminary Proposed Plan for the Tonto National Forest Land Management Plan guide and direct the reviewing officers to exercise careful judgment in their resolution or rejection of objections, in relation to the true material importance of the objections – as opposed to their symbolic or emotional importance, and the potential effect of litigation on the implementation of the project.
- II. In so suggesting, Gila County wants to emphasize that it does not promote indiscriminate and aberrant acceptance of any and all parties' whims or irrational demands, but a well-considered costs and benefits analysis by Forest Service responsible officials, line officers and reviewing officers of public inputs in their decision process in view of the relative actual significance or lack thereof of such inputs or demands, and the overwhelming urgency to act, even if imperfectly, in some specific cases such as the protection of the Southwest forests against catastrophic landscape scale wildfires.

Gila County requests to be kept informed as the Tonto National Forest Land Management Plan revision progresses. Gila County hereby reserves its right to provide further comments as the process unfolds, and requests that the Forest Service commit to receiving and integrating further comments from Gila County as provided.

Thank you for your consideration.

# **Appendix B - Gila County comments on the Tonto National Forest's Wilderness Recommendation Process February 2, 2018**

February 2, 2018

Tonto National Forest  
Tonto Plan Revision  
2324 E. McDowell Road  
Phoenix 85006

Electronic filing: [tontoplan@fs.fed.us](mailto:tontoplan@fs.fed.us)  
Copy: [nbosworth@fs.fed.us](mailto:nbosworth@fs.fed.us)

Re: Gila County comments on the Tonto National Forest's Wilderness Recommendation Process.

Dear Responsible Official;

Gila County would like to offer comments on the Tonto National Forest's Wilderness Recommendation Process.

## **GILA COUNTY**

Gila County is located in central Arizona beneath the Mogollon Rim that marks the southern edge of the Colorado Plateau.

An overwhelmingly large proportion of the land area of Gila County is designated as national forests, federal, state or tribal land, and/or under federal or state management. In Gila County the Forest Service controls 55% of the land; Tribal Authorities and the Bureau of Indian Affairs 40%; the State of Arizona 1%; and, individual or corporate ownership only 4%. This means that Gila County must provide civil services such as safety, rescue, education, health, etc. to 100% of its area based on only a 4% taxable basis.

Consequently, outdoors recreational activities conducted on national forests lands, such as, but not limited to dispersed camping, cross-country motorized travel, big game hunting, dispersed shooting, dispersed fishing or hiking, etc. by residents of, and visitors to the County recreating from metro Arizona to the Rim Country, have a disproportionately large impact on the economic well-being and the economic development of the County.

Therefore, Gila County has a special interest in the Tonto National Forest's Wilderness Recommendation Process and would like to express its comments and concerns as follows.

## **OPPOSITION TO ANY ADDITIONAL WILDERNESS DESIGNATION IN THE TONGO NATIONAL FOREST**

The purpose of this letter is to communicate unambiguously to the Forest Service the strict opposition by Gila County to any new wilderness designation in the Tonto National Forest.

The reasons for this opposition are as follows.

### **Disproportionate area of Gila County already designated as Tonto NF Wilderness Areas**

Gila County has a total area of 4,795 square miles (3,068,800 acres), of which 4,758 square miles (3,045,120 acres) are land and 38 square miles are water. The Tonto National Forest, the largest of the six national forests in Arizona and the fifth largest national forest in the United States, has a total area of 4,489 square miles (2,873,200 acres), of which 1,700,928 acres are located within Gila County. This represents 55.42% of the entire County area, in which the Forest Service imposes a number of multiple uses and access restrictions as well as economic development limitations.

Further, the eight federally designated wilderness areas within (or partially within) the Tonto National Forest (Four Peaks Wilderness; Hellsgate Wilderness; Mazatzal Wilderness; Pine Mountain Wilderness; Salome Wilderness; Salt River Canyon Wilderness; Sierra Ancha; and, Superstition Wilderness) occupy approximately 590,000 acres in Gila County. This represents 35% of the Tonto NF located within Gila County; 21% of the entire Tonto NF; or, more significantly, approximately 19% of the entire County area that are subjected to a complete prohibition of economic development and severe limitations of access and multiple uses.

It is the position of Gila County that none of the proposed new wilderness areas contain natural features unique enough to justify increasing the area of designated wildernesses and practically eliminating multiple uses opportunities over more than the current fifth of the County total area already designated.

### **No change since the 1993 designation process justifying new designations**

As already mentioned, as a result of previous wilderness designation review and recommendation processes, the Tonto National Forest already includes eight federally designated wilderness areas, cumulating over half a million acres.

Gila County does not believe that any substantial change has taken place on the land since the 1993 designation process that justifies adding new wilderness designations in the Tonto NF.

Gila County is therefore requesting Tonto National Forest to explain in its public process what modification(s) may have taken place with the designation criteria that would justify new designations of areas that did not meet the designation criteria during the 1993 designation process.

### **Iterative and ever-increasing restrictions of multiple uses of public land**

Gila County does not oppose the concept of Wilderness Areas and supports the designation of specific areas as Wilderness Areas when unique characteristics and values justify protecting the land and restricting its multiple uses.

However, the County is concerned with, and does not support, the iterative and ever-increasing restrictions of multiple uses of public land that do not offer unique characteristics and values that justify protecting the land and restricting its multiple uses. The County further opposes the iterative and ever-increasing restrictions of multiple uses of public lands totaling virtually the entire area of the Tonto National Forest as itemized in the proposed inventory of candidate wilderness areas.

Such limitations of multiple uses may include activities as diversified as access, motorized or not, various forms of recreation, motorized or not, hunting, fishing, rock hounding, mining, logging, ranching, developed recreation opportunities, active management of recreation opportunities, fuels reduction activities, watershed restoration activities, catastrophic fire mitigation activities, etc. While such restrictions may be appropriate in limited high value areas, it seems ludicrous to envision - and formally inventory and evaluate - virtually the entire area of the Tonto National Forest for implementation of such restrictions in direct contradiction, and possible violation, of the requirements of the Multiple Use Sustained Yield Act (MUSYA) (16 U.S.C. 528 et seq.).

### **Contradiction with Forest Service stated goal of increasing the efficiencies of its compliance with NEPA**

The Tonto NF states that “a lot of forest is included in the inventory and moved on to Step 2, Evaluation. It does not mean that all areas on the Inventory map will be proposed or managed as Wilderness.”

<https://usfs.maps.arcgis.com/apps/MapSeries/index.html?appid=fa64c3221fd84517b1d406ff24746170>

However, as also stated by the Tonto NF: “all lands identified in the inventory” must be “evaluated and ranked for the level of wilderness characteristics they contain” at the expense of public resources.

<https://usfs.maps.arcgis.com/apps/MapSeries/index.html?appid=fa64c3221fd84517b1d406ff24746170>

Gila County is concerned with, and does not support, the expenditure of public resources for the analysis of virtually the entirety of the Tonto NF for potential new wilderness designation, especially if no recommendation is justified by the required wilderness characteristics.

### **The mere recommendation process implies multiple uses restrictions, even if Congress never designates the land as wilderness**

Even though the Tonto NF states that “It does not mean that all areas on the Inventory map will be proposed or managed as Wilderness,” as correctly stated too: “Any recommended wilderness areas will have management direction included in the revised forest plan. **The plan direction developed for the recommended wilderness areas will protect the characteristics which make the area suitable for potential wilderness designation** by Congress” (emphasis added).

<https://usfs.maps.arcgis.com/apps/MapSeries/index.html?appid=fa64c3221fd84517b1d406ff24746170>

Gila County is concerned with, and opposes, the recommendation of the vast tracks of public lands in the Tonto NF for potential new wilderness designation, because the mere recommendation will automatically trigger reductions in multiple uses, as if a designation was made, for an unspecified duration, even if Congress never designates the land as a wilderness area. Further, considering that an area can remain in recommended status indefinitely, the mere recommendation process has for all practical purposes the same effect on multiple uses restrictions as a designation.

## **Increase costs and complexity of services provided by law by Gila County**

Gila County is concerned that additional wilderness areas designations will further increase the costs and complexity of search and rescue operations that the County Sheriff Department is obligated by law to undertake, as necessary, over the entire County area, whether they be designated as roadless non-motorized access wilderness areas or not.

## **Cumulative Effect analysis of economic impact of Connected Actions**

Gila County is concerned that iterative and cumulative connected management actions currently engaged in the Tonto National Forest, such as the implementation of the Travel Management Rule (TMR), the revision of the Land and Resource Management Plan (Forest Plan), the Wilderness Recommendation process, potential new scenic river designations within the County, etc. may result in disproportionate restrictions to multiple uses in the Tonto NF which may result in cumulative economic effects unacceptable to the County rural economy.

Gila County is therefore requesting as part of the TMR Supplemental EIS; as part of the Forest Plan EIS; as part of the Wilderness Recommendation process; and as part of any additional connected management action, that the CUMULATIVE EFFECTS of the ECONOMIC IMPACTS of the cumulative CONNECTED MANAGEMENT ACTIONS be analyzed and stated in the relevant NEPA documents, and that the coordination required by law take place between the planning effort of the Tonto NF and the related planning efforts of Gila County (see following paragraph).

## **COORDINATION BETWEEN THE TONTO NATIONAL FOREST LAND MANAGEMENT PLAN AND THE GILA COUNTY OBJECTIVES, PLANS AND POLICIES**

Per the requirements contained in the 2012 *Planning Rule*, Title 36 — *Parks, Forests, And Public Property*, Part 219 — *Planning*, Subpart A — *National Forest System Land Management Planning*, Section 4 - *Requirements for public participation*, sub section (b) *Coordination with other public planning efforts*, Gila County expects that: “The responsible official shall coordinate land management planning with the equivalent and related planning efforts of federally recognized Indian Tribes, Alaska Native Corporations, other Federal agencies, and State and local governments” (36 CFR 219.4 (b)(1)).

Gila County further expects that: “The results of this review shall be displayed in the environmental impact statement (EIS) for the plan”, and that “this review shall include consideration of: (i) The objectives of federally recognized Indian Tribes, Alaska Native Corporations, other Federal agencies, and State and local governments, as expressed in their plans and policies; (ii) The compatibility and interrelated impacts of these plans and policies; (iii) Opportunities for the plan to address the impacts identified or to contribute to joint objectives; and (iv) Opportunities to resolve or reduce conflicts, within the context of developing the plan’s desired conditions or objectives” (36 CFR 219.4 (b)(2)).

Gila County posits that these statutory requirements are meant by the U.S. Congress to imply more than a perfunctory review process resulting in a check mark in a ‘coordination box,’ and imply a sincere and proactive resolution effort to reduce and resolve potential conflicts between aspects of the Tonto National Forest management actions, and the objectives expressed in the County plans and policies; such as, but not limited to, those relevant to motorized big game retrieval, dispersed motorized camping and the reasonable allowance of motorized travel in and motorized access to the Tonto National Forest,

or those relevant to the unique rural economic development and employment role resting on natural resources such timber, ranching or mineral resources located within the Tonto National Forest, all of which stand to be affected by new wilderness designations.

Gila County requests to be kept informed as the Tonto National Wilderness Recommendation Process progresses, and specifically requests a written answer to this letter of comments and concerns. Gila County hereby reserves its right to provide further comments as the process unfolds, and requests that the Forest Service commit to receiving and integrating further comments from Gila County as provided.

Thank you for your consideration.

Respectfully submitted,

**ARF-5935**

**Consent Agenda Item 4. A.**

**Regular BOS Meeting**

Meeting Date: 03/10/2020

Submitted For: Tommie Martin, Member, Board of Supervisors

Submitted By: Betty Hurst, Contracts Administrator

Department: Finance

Fiscal Year: FY 2020

Budgeted?: Yes

Contract Dates May 24, 2019, - May

Grant?: No

Begin & End: 23, 2024

Matching No

Fund?: Renewal

Requirement?:

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Information

Request/Subject

Lease Use Agreement Extension No. 3 for the Pine-Strawberry Horseman's Association.

Background Information

On May 24, 2005, Gila County and the Pine-Strawberry Horseman's Association, a non-profit organization, entered into a Lease Use Agreement whereby the County leased a portion of the Pine County Yard property to the Horseman's Association for use as a horse arena. The original term of the Lease Use Agreement was for a period of five years and it expired on May 23, 2010.

On May 3, 2011, an extension to the Lease Use Agreement was executed to extend the term of the Lease Use Agreement for an additional four years to May 23, 2015, and to increase the family use fee from \$20.00 to \$25.00 per year.

On June 23, 2015, Lease Use Agreement Extension No. 2 was executed to extend the term of the Lease Use Agreement for an additional four years to May 23, 2019.

Evaluation

The Lease Use Agreement was for a period of five years with the option to extend for a similar period at similar terms should all terms and conditions be faithfully met. The original term of the Lease Use Agreement expired on May 23, 2010. On May 3, 2011, an extension to the Lease Use Agreement was executed to extend the term of the Lease Use Agreement for an additional four years ending on May 23, 2015, and to increase the family use fee from \$20.00 to \$25.00 per year.

Lease Use Agreement Extension No. 3 will allow Gila County to exercise the option to renew the term of the Lease Use Agreement from May 24, 2019, to May 23, 2024.

### Conclusion

The extension of the Lease Use Agreement will allow the Pine-Strawberry Horseman's Association to continue to use the Pine County Yard property as a horse arena sufficient for horse and livestock events for an additional five-year term.

### Recommendation

It is recommended by Supervisor Martin that the Board of Supervisors approve the extension of the Lease Use Agreement with the Pine-Strawberry Horseman's Association for an additional five-year term.

### Suggested Motion

Approval of Lease Use Agreement Extension No. 3 between Gila County and the Pine-Strawberry Horseman's Association to extend the term of the Agreement for an additional five years, from May 24, 2019, through May 23, 2024.

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### Attachments

Lease Use Agreement Extension No. 3

Lease Use Agreement Extension No. 2

Lease Extension-May 2010 to May 2015

Original Lease Agreement

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**Mary Springer**  
Finance Director  
[mspringer@gilacountyaz.gov](mailto:mspringer@gilacountyaz.gov)  
(928) 402-8516



**Betty Hurst**  
Contracts Administrator  
[bhurst@gilacountyaz.gov](mailto:bhurst@gilacountyaz.gov)  
(928) 402-4355

**GILA COUNTY  
FINANCE DEPARTMENT**  
1400 E. Ash St., Globe, AZ 85501

**LEASE USE AGREEMENT EXTENSION NO. 3  
HORSEMAN'S ASSOCIATION**

Effective May 24, 2005, Gila County and the Pine-Strawberry Horseman's Association, a non-profit organization, entered into a lease agreement whereby the County leased a portion of the Pine County Yard property to the Horseman's Association for a horse arena, for a period of five (5) years. Per the lease agreement this lease may be extended for a similar period at similar terms should all terms and conditions be faithfully met.

The Lease Use Agreement Extension was executed by Gila County and the Horseman's Association on May 3, 2011, to extend the term of the Lease Use Agreement to May 23, 2015. The Horseman's Association also increased the family use fee from \$20 per year to \$25 per year as stated in Article Three (i) of the Lease Use Agreement beginning with the execution of the Lease Use Agreement Extension dated May 3, 2011."

Lease Use Agreement Extension No. 2 was executed by Gila County and the Horseman's Association on June 23, 2015, to extend the term of the Lease Use Agreement to May 23, 2019.

Per Article One, 1(b), the lease may be extended for a similar period at similar terms, should all terms and conditions be faithfully met. Lease Use Agreement Extension No. 3 will serve to extend the term of the Lease Use Agreement from May 24, 2019 to May 23, 2024.

All other terms and conditions of the original lease use agreement remain in effect.

**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 this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**GILA COUNTY BOARD OF SUPERVISORS**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**PINE-STRAWBERRY HORSEMAN'S ASSOCIATION**

\_\_\_\_\_  
**Individual Authorized to Sign**

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

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

**Jeff Hessenius**  
Finance Director  
[jhessenius@gilacountyaz.gov](mailto:jhessenius@gilacountyaz.gov)  
(928) 402-8743



**Jeannie Sgroi**  
Contracts Administrator  
[jsgroi@gilacountyaz.gov](mailto:jsgroi@gilacountyaz.gov)  
(928) 402-8612

**GILA COUNTY  
FINANCE DEPARTMENT**  
1400 E. Ash St., Globe, AZ 85501

**LEASE USE AGREEMENT EXTENSION NO. 2  
HORSEMAN'S ASSOCIATION**

Effective May 24, 2005, Gila County and the Pine-Strawberry Horseman's Association, a non-profit organization, entered into a lease agreement whereby the County leased a portion of the Pine County Yard property to the Horseman's Association for a horse arena, for a period of five (5) years. Per the lease agreement this lease may be extended for a similar period at similar terms should all terms and conditions be faithfully met.

On May 3, 2011, an extension to the Lease Use Agreement was executed to extend the term of the lease use agreement through May 23, 2015, and increase the family use fee from \$20.00 to \$25.00.

Per Article One, 1(b), the lease may be extended for a similar period at similar terms, should all terms and conditions be faithfully met. Lease Use Agreement Extension No. 2 will serve to extend the term of the lease use agreement from May 24, 2015 to May 23, 2019.

All other terms and conditions of the original lease use agreement remain in effect.

**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 this 23<sup>rd</sup> day of June, 2015.

**GILA COUNTY:**

**GILA COUNTY BOARD OF SUPERVISORS**

  
Michael A. Pastor, Chairman, Board of Supervisors

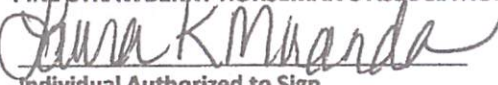
**ATTEST:**


  
Marian Sheppard, Clerk of the Board

**APPROVED AS TO FORM:**

  
Bryan B. Chambers, Deputy County Attorney/Civil Bureau Chief  
for Bradley D. Beauchamp, County Attorney

**PINE-STRAWBERRY HORSEMAN'S ASSOCIATION**

  
Individual Authorized to Sign



Print Name

President

Title

**Joseph T. Heatherly**  
Finance Director  
jheatherly@co.gila.az.us  
(928)402-8743



**Gloria Aguirre**  
Assistant Finance Director  
gaguirre@co.gila.az.us  
(928)402-8742

**GILA COUNTY  
FINANCE DEPARTMENT**  
1400 E. Ash St., Globe, AZ 85501

**LEASE USE AGREEMENT EXTENSION  
HORSEMAN'S ASSOCIATION**

Effective May 24, 2005, Gila County and the Pine-Strawberry Horseman's Association, a non-profit organization, entered into a lease agreement whereby the County leased a portion of the Pine County Yard property to the Horseman's Association for a horse arena, for a period of five (5) years. Per the lease agreement this lease may be extended for a similar period at similar terms should all terms and conditions be faithfully met. The new lease extension will terminate on May 23, 2015.

Per Article Three, "I", of the agreement the Horseman's Association agreed to make the site available for horse related use to families at the rate of \$20.00 per year. This amount will be increased to \$25.00 per year through the May 23, 2015 extension.

All other terms and conditions of the original lease use agreement remain in effect.

**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 this 3rd day of May, 2011.

**GILA COUNTY:**

**GILA COUNTY BOARD OF SUPERVISORS**

Michael A. Pastor  
Michael A. Pastor, Chairman, Board of Supervisors

**ATTEST:**

Marlan Sheppard  
Marlan Sheppard, Chief Deputy Clerk of the Board

**APPROVED AS TO FORM:**

Bryan B. Chambers  
Bryan B. Chambers, Chief Deputy County Attorney  
for Daisy Flores, County Attorney

**PINE-STRAWBERRY HORSEMAN'S ASSOC.**

Laura K Miranda  
Individual Authorized to Sign

Laura K Miranda  
Print Name  
President  
Title

Gila County, AZ  
Linda Haught Ortega, Recorder  
06/13/2005  
11:21AM  
Doc Code: L

GILA CO BOS

Doc Id: 2005-010251  
Receipt #: 34561  
Rec Fee: 0.00

When recorded deliver to:

Marian Sheppard, Chief Deputy Clerk  
Gila County Board of Supervisors



Gila County, AZ

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## CAPTION HEADING:

Lease Use Agreement  
Between Gila County and Pine-Strawberry Horseman's Association  
5/24/05

DO NOT REMOVE

This is part of the official document



Gila County, AZ

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## LEASE USE AGREEMENT

GILA COUNTY, through the GILA COUNTY BOARD OF SUPERVISORS, hereinafter referred to as the "LESSOR," hereby leases property to the PINE-STRAWBERRY HORSEMAN'S ASSOCIATION, an Arizona Non-Profit Corporation, hereinafter referred to as the "LESSEE." As used herein, the term Lessee shall also include all of Lessee's employees, agents, assigns or successors or anyone claiming under them or acting on their behalf.

Lessor, for and in consideration of the covenants and agreements of Lessee contained herein does hereby lease to Lessee and the Lessee leases from the Lessor the following described property: the portion of the Pine County Yard described in the map attached hereto and incorporated herein as Addendum A.

### ARTICLE ONE

1. (a) Term of Lease. The term of this lease shall be for a period of five (5) years, beginning on the 24th day of May, 2005 and ending on the 23rd day of May, 2010, unless sooner terminated as hereinafter provided.

(b) Extension of Lease. This lease may be extended for a similar period at similar terms should all terms and conditions be faithfully met.

(c) Cancellation of Lease. This lease agreement is subject to the cancellation provisions of A.R.S. §38-511.

### ARTICLE TWO

2. RENT:



This Lease is made for and in consideration of Lessee's maintenance of a permanent horse arena and for the further agreement that the said arena shall be used for horse shows and livestock events and such other uses as may be approved by the GILA COUNTY BOARD OF SUPERVISORS with thirty (30) day notification to the Lessor of said event.

### ARTICLE THREE

#### 3. AS FURTHER CONSIDERATION OF THIS LEASE, THE LESSEE AGREES AND BINDS ITSELF:

- a. To indemnify and save harmless Lessor and its agents, employees, officers and directors from and at Lessee's expense, defend Lessor and its agents, employees, officers and directors against all liability, obligations, losses, damages, penalties, claims, actions, costs of whatsoever kind or nature which in any way relate to or arise out of this agreement.
- b. To maintain the property in good condition suitable for horse and livestock events; to make at its own expense all repairs of any kind, whether ordinary or extraordinary; it being understood, however, that any structural alterations shall be subject to approval of the Lessor.
- c. To maintain liability insurance and property insurance in a minimum of two million dollars (\$2,000,000.00) for liability insurance and two million dollars (\$2,000,000.00) for property insurance, with GILA COUNTY as an additional insured on such policies. Lessee shall deliver to Lessor a certificate evidencing such insurance before the lease term commences.
- d. To minimize dust emission at all times during an event by constantly dampening those areas of the leased premises that emit dust.
- e. To cause the Lessee's operations to be operated by competent persons only. Lessee will use the site only for its permitted purposes and will not install upon, operate upon, use, maintain the site improperly, carelessly or in



violation of any applicable law, ordinance, regulation or in any manner contrary to the nature of the permitted use.

f. To obtain at its expense all registration, permits, licenses required for the operation of the permitted uses and to pay and discharge all other operating expenses.

g. To keep the site at all times in a clean, neat and sanitary condition and not let refuse collect thereon. Lessee shall constantly keep the leased premises free from manure in order to minimize as much as possible the presence of a public nuisance or unsanitary conditions that result in a potential instrument or medium for the transmission of disease. Lessee shall maintain the site to that no condition exists thereon which presents a danger to persons or property. Lessee shall not do or permit anything to be done on or about the site, or bring anything on the site that will in any way increase the risk of danger to person or property.

h. To make the site available for 4-H meetings and for use by 4-H members without charge.

i. To make the site available for horse related use to others at the following rates: children 16 and under \$5.00 per year; individuals 17 and up \$15.00 per year; and families \$20.00 per year.

j. To make the site available for use by other non-profit organizations for uses not inconsistent with maintaining the site as a horse arena sufficient for horse and livestock events without cost provided such non-profit organizations maintain liability coverage for the property which is the same as the liability coverage Lessee is required to maintain in this agreement.

#### ARTICLE FOUR

##### 4. USE OF PREMISES:

The premises herein leased shall be used exclusively for the legitimate organizational purposes of the Lessee and the Lessee is obligated to not use the same for any purpose that is unlawful or tends to injure or depreciate the property. Lessee's





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organizational purposes and uses of the property shall not discriminate against an individual or group in violation of state or federal law on the basis of race, color, religion, sex, age, national origin, disability, or Vietnam or disabled veteran status. The leased premises, and every part thereof, are accepted by the Lessee in their present condition.

All such alterations, erections and improvements to the leased premises shall become the property of the Lessor and shall remain upon and be surrendered with said premises as a part thereof at the end of the term or the renewal term, as the case may be, unless the Lessor shall determine otherwise and notify the Lessee of this determination in writing.

In the event that the Lessor shall elect otherwise, then such alterations, erections, or improvements made by the Lessee upon the leased premises shall be removed by the Lessee and the Lessee shall restore the premises to their original conditions at their own cost and expense prior to the expiration of the term.

Any mechanics' or materialmens' lien filed against the leased premises or any structure upon the leased premises for work claimed to have been done or for materials claimed to have been furnished to the Lessee shall be discharged within ten (10) days thereafter at Lessee's expense.

#### ARTICLE FIVE

##### 5. PROPERTY—LOSS—REIMBURSEMENT:

Lessor or its agent shall not be liable for any damage to the property of Lessee or of others entrusted to the Lessee, nor for the loss of or damage to any property of Lessee by theft or otherwise. Lessor or its agent shall not be liable for any injury or damage to persons or property resulting from any cause of whatsoever.





Gila County, AZ

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## ARTICLE SIX

### 6. SURRENDER OF PREMISES:

At the expiration of this Lease, or its renewal, or its termination for other causes, Lessee is obligated to immediately surrender possession of the leased premises. Should Lessee fail to surrender possession and should this matter proceed to Court, the parties agree that the prevailing party shall be paid all attorneys' fees and costs incurred in bringing the action. Should Lessor allow or permit Lessee to remain in the leased premises after the expiration of this Lease, this shall not be construed as a renewal of the Lease term, but the Lessee shall be liable for the reasonable rental value of the property for the period beyond which they remain.

## ARTICLE SEVEN

### 7. MISCELLANEOUS:

All notices required to be given under the terms of this Lease shall be in writing and by certified mail, addressed to Lessee at the leased premises or to the Lessor at the address appearing in this Lease and such mailing shall constitute full proof of and compliance with the requirement of notice.

In the event any covenant, condition, or provision contained herein is held to be invalid by any Court of competent jurisdiction, the invalidity of any such covenant, condition, or provision shall in no way affect any other covenant, condition or provision contained herein.



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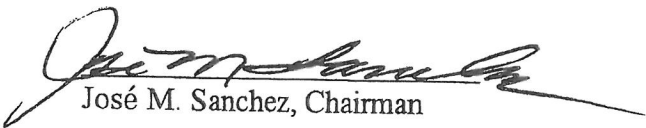
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ARTICLE EIGHT

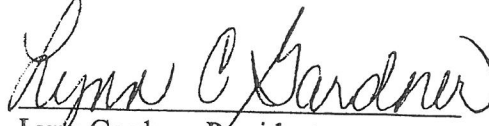
8. SIGNATURES

IN WITNESS WHEREOF, Gila County, through the GILA COUNTY BOARD  
OF SUPERVISORS and the PINE-STRAWBERRY HORSEMAN'S ASSOCIATION  
hereby execute this agreement dated this 24<sup>th</sup> day of May 2005.

BOARD OF SUPERVISORS

  
José M. Sanchez, Chairman

LESSEE

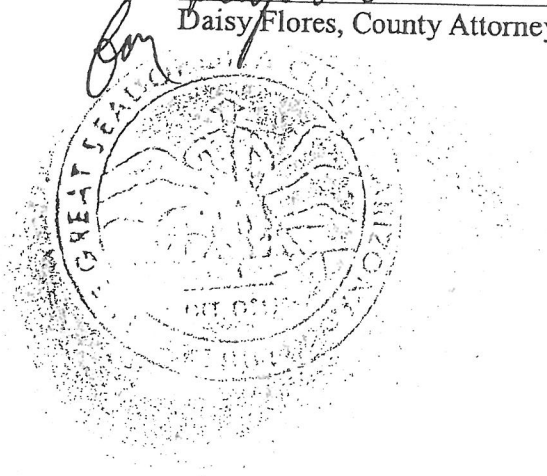
  
Lynn Gardner, President  
Pine-Strawberry Horseman's  
Association

APPROVED AS TO FORM

  
Daisy Flores, County Attorney

ATTEST

  
Steve Besich, Clerk of the Board



**ARF-5905**

**Consent Agenda Item 4. B.**

**Regular BOS Meeting**

Meeting Date: 03/10/2020

Submitted By: Betty Hurst, Contracts Administrator

Department: Finance

Fiscal Year: 2019-2020

Budgeted?: Yes

Contract Dates July 1, 2019 to June

Grant?: No

Begin & End: 30, 2020

Matching No

Fund?: Renewal

Requirement?:

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Information

Request/Subject

Amendment No. 1 to Professional Services Contract No. 040819- Diana G. Montgomery, PLLC.

Background Information

On July 23, 2019, the Board of Supervisors approved Professional Services Contract No. 040819 with Diana G. Montgomery, PLLC, whereby Ms. Montgomery provides legal services for indigent citizens as appointed by the Superior Court in Gila County for the period beginning July 1, 2019, to June 30, 2020. The original contract was executed for a not to exceed without written authorization amount of \$45,800.

Evaluation

Amendment No. 1 to Professional Services Contract No. 040819 increases the contract by \$33,200 for the contract term July 1, 2019, to June 30, 2020 due to the increased demand for appointments in southern Gila County for a new contract amount not to exceed \$79,000.

Conclusion

Court Administration wishes to execute Amendment No. 1 to Professional Services Contract No. 040819 to increase the contract by \$33,200 for the contract term July 1, 2019, to June 30, 2020, due to the increased demand for appointments in southern Gila County this fiscal year; for a new contract amount not to exceed \$79,000 for the contract term July 1, 2019, to June 30, 2020.

Recommendation

The Court Administrator for the Superior Court in Gila County recommends approving Amendment No. 1 to Professional Services Contract No. 040819 to increase the contract by \$33,200 for a new contract amount not to exceed \$79,000 for the contract term July 1, 2019, to June 30, 2020, due to the increased demand for appointments in southern Gila County.

Suggested Motion

Approval of Amendment No. 1 to Professional Services Contract No. 040819 between the Superior Court in Gila County and Diana G. Montgomery, PLLC to increase the contract by \$33,200 for an amended contract amount not to exceed \$79,000 for the remainder of the contract term, July 1, 2019, to June 30, 2020.

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Attachments

Amendment No. 1 to Professional Services Contract No. 040819  
Professional Services Contract No. 040819

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**AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT NO. 040819**

The following amendments are hereby incorporated into the contract documents for the below stated project:

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**PROFESSIONAL SERVICES CONTRACT 040819  
LEGAL SERVICES**

**DIANA G. MONTGOMERY, PLLC**

Effective July 23, 2019, Gila County and Diana G. Montgomery, PLLC entered into a contract whereby Diana G. Montgomery, PLLC agreed to provide Legal Services to the Superior Court in Gila County.

Gila County Superior Court would like to increase the original contract amount by Thirty-Three Thousand Two Hundred dollars and 00/100's (\$33,200.00) for the contract term July 01, 2019 to June 30, 2020; due to the increased demand for appointments in southern Gila County.

**Amendment No. 1 to Professional Service Contract No. 040819** will serve to increase the contract amount of \$45,800.00 by Thirty-Three Thousand Two Hundred dollars and 00/100's (\$33,200.00) for the contract term of July 01, 2019 to June 30, 2020.

Consequently, the contract is amended to increase the contract amount by Thirty-Three Thousand Two Hundred dollars and 00/100's (\$33,200.00), for the contract term of July 01, 2019 to June 30, 2020; with a contract amount not to exceed Seventy-Nine Thousand dollars and 00/100's (\$79,000.00) for the contract term of July 01, 2019 to June 30, 2020 without prior written approval from the County.

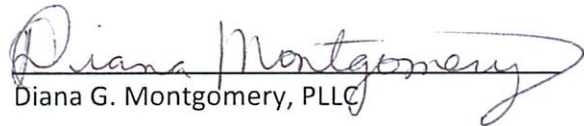
All other terms and conditions of the original agreement shall remain in full force and affect during the term of the contract.

**IN WITNESS WHEREOF**, three (3) identical copies of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**GILA COUNTY PROFESSIONAL SERVICES CONTRACT NO. 040819**

APPROVED:


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

  
Diana G. Montgomery, PLLC

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

APPROVED AS TO FORM:

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

  
\_\_\_\_\_  
Timothy Wright, Presiding Judge

**PROFESSIONAL SERVICES CONTRACT NO. 040819  
LEGAL SERVICES**

**I. GENERAL STATEMENT**

**THIS AGREEMENT**, made and entered into this 23<sup>rd</sup> day of July, 2019, by and between the Superior Court in Gila County, hereinafter designated the **COURT, DIANA G. MONTGOMERY, PLLC** of the City of Globe County of Gila, State of Arizona, hereinafter called the **ATTORNEY**, for professional legal defense services from **JULY 1, 2019 TO JUNE 30, 2020**. The Attorney has a professional duty to the Court, to his/her clients, and to opposing counsel in providing legal services for persons found to be indigent or for whom the Court is required to provide legal counsel in Gila County.

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

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

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

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

The Attorney is required to purchase, maintain and provide proof of coverage for Lawyers Professional Liability insurance with a minimum limit of \$250,000 per occurrence and \$500,000 aggregate; Attorney shall provide a Certificate of Insurance naming Gila County and the Superior Court of Gila County as additional insureds.

**II. TERM OF AGREEMENT**

**A. Period Covered:** It is understood between the undersigned attorney, **DIANA G. MONTGOMERY, PLLC** and the **SUPERIOR COURT OF GILA COUNTY** that the attorney will accept appointments to represent persons found to be indigent or for whom the Court is required to provide legal counsel in Gila County, from **JULY 1, 2019 TO JUNE 30, 2020**.

The County shall have the option to renew the contract for two (2) additional one (1) year periods, upon agreement of both parties.

**B. Termination:** Upon thirty (30) days written notice, either party may terminate this agreement without cause. The attorney would be expected to complete any 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 contract.

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



**D. Arizona Legal Workers Act:** As required by A.R.S. § 41-4401, Attorney hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Attorney further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the e-verify program. If Attorney 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.

Attorney shall not be deemed in material breach if it and its subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the e-verify requirements contained in A.R.S. § 23-214(A). The County retains the legal right to inspect the papers of the Contractor and its subcontractors engaged in performance of this Agreement to ensure that the Contractor and its subcontractors are complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

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

**A. Indigent Dependency Representation:** The attorney agrees to provide legal services for the sum of **ONE THOUSAND DOLLARS (\$1,000.00) PER APPOINTMENT** and **THREE HUNDRED DOLLARS (\$300.00) PER RECERTIFICATION OF AN EXISTING APPOINTMENT**. Total compensation for Indigent Dependency Representation shall not exceed **FORTY-FIVE THOUSAND EIGHT HUNDRED (\$45,800.00) DOLLARS** for the period of the contract without advance written authorization.

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

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

2) **Special Appointment Compensation:** The Attorney agrees to provide legal services for special appointments as follows: \$400.00 per appointment as Attorney or Investigator in a Probate (Guardianship/Conservatorship) case; \$500 per appointment as Attorney in a Probate (Guardianship/Conservatorship) case resulting in commitment of the ward/client to a Level I facility.

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

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

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

**V. SPECIFIC DUTIES OF COUNSEL**

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

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

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

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

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

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

**D. 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. Dependency Case:** The Attorney acknowledges that the Arizona State Legislature enacted new legislation that became effective January 01, 1999, and drastically changed the procedure for dependency cases. The Attorney agrees to become familiar with these procedures, and accept appointments made to a dependency case when circumstances necessitate such appointments.

**F. Contact with and Representation of Client:**

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

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

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

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

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

## **VI. PLEADINGS AND CASE MANAGEMENT PROCEDURES**

### **A. Motions and Orders:**

- 1) **Timeliness and Basis:** Motions should be filed sufficiently in advance of trials/hearings to allow for response and reply. The Attorney acknowledges the requirements of good cause, supported by specific legal and factual basis, in submitting motions to the Court.
- 2) **Copies:** Copies of motions should be sent to the assigned judge and the court administrator.
- 3) **Oral Argument:** If oral argument is requested, a form of notice wherein the court administrator may insert the date and time for oral argument to be conducted should be submitted.
- 4) **Telephone Conference:** Prior approval by the Court to conduct oral argument by telephone conference call should be obtained, and the requesting attorney is responsible for initiating the call to the Court at the date and time scheduled for hearing.
- 5) **Non-Appearance Calendar:** Motions filed without request for oral argument and which do not require an evidentiary hearing will be placed on the Court's non-appearance calendar for submission to the Court after the time for response and reply have passed.
- 6) **Expedited Action:** If action is sought prior to the expiration of the time for response and reply, the motion should clearly identify that fact and indicate whether the prosecutor or any co-defendant objects to the requested relief.
- 7) **Orders:** Orders for the Court's signature should be prepared as a separate document containing the standard case heading, and should not be included as an integral part of stipulations, motions, or other pleadings.

### **B. Facsimile:**

- 1) **Temporary Pleadings:** Facsimile documents are intended to serve as temporary pleadings only.
- 2) **Originals:** After faxing a document, the Attorney should submit an original document (without modification) within ten (10) days of transmission of the facsimile so that the Clerk can substitute the original for the facsimile in the Court file.
- 3) **Consent:** If a facsimile needs to serve as an original, the Attorney should obtain consent of the assigned judge to submit the facsimile as an original.

### **C. Pre-Trial Conference:**

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

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

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

**D. 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. 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.


**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.

**GILA COUNTY PROFESSIONAL SERVICES CONTRACT NO. 040819**


APPROVED:



Tim R. Humphrey, Chairman of the Board



Diana G. Montgomery, PLLC

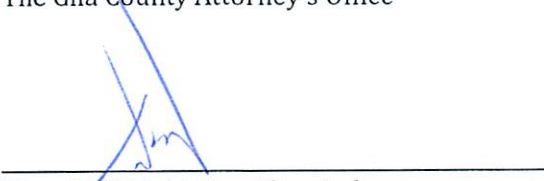


Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:



The Gila County Attorney's Office



Timothy Wright, Presiding Judge

**ARF-5902**

**Consent Agenda Item 4. C.**

**Regular BOS Meeting**

Meeting Date: 03/10/2020

Submitted For: Jonathan Bearup, Court Administrator

Submitted By: Betty Hurst, Contracts Administrator

Department: Finance

Fiscal Year: 2019-2020

Budgeted?: Yes

Contract Dates 07-01-19 to 06-30-20 Grant?: No

Begin & End:

Matching No

Fund?: Renewal

Requirement?:

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Information

Request/Subject

Amendment No. 4 to Professional Services Contract No. 090817 - Law Offices of Steven Jones.

Background Information

On October 10, 2017, the Board of Supervisors approved Professional Services Contract No. 090817 with the Law Offices of Stephen Jones, whereby Mr. Jones provides legal services for indigent citizens as appointed by the Superior Court in Gila County for the period beginning November 1, 2017, to June 30, 2018. The original contract was executed for a not to exceed without written authorization amount of \$40,650.

On July 10, 2017, the Board of Supervisors approved Amendment No. 1 to Professional Services Contract No. 090817 with Law Offices of Stephen Jones extending the term of the contract for one additional year, from July 1, 2018, to June 30, 2019.

On October 30, 2018, the Board of Supervisors approved Amendment No. 2 to Professional Services Contract No. 090817 with Law Offices of Stephen Jones to increase the contract by \$7,500 for the contract term July 1, 2018, to June 30, 2019, due to the increase in the number of appointments to Attorney Jones this fiscal year.

On June 4, 2019, the Board of Supervisors approved Amendment No. 3 to Professional Services Contract No. 090817 with Law Offices of Stephen Jones to increase the contract by \$27,000 for the contract term July 1,

2018, to June 30, 2019, due to the increase in the number of appointments to Attorney Jones this fiscal year; extend the term of the contract for one additional year, from July 1, 2019, to June 30, 2020; increase the contract amount by \$9,850 for a new total contract amount, not to exceed \$58,000 for the contract term July 1, 2019, to June 30, 2020; and remove some language from the contract.

### Evaluation

Amendment No. 4 to Professional Services Contract No. 090817 increases the contract by \$36,000 for the contract term July 1, 2019, to June 30, 2020, due to the increase in the number of appointments to Attorney Jones for a new contract amount not to exceed \$94,000.

### Conclusion

Court Administration wishes to execute Amendment No. 4 to Professional Services Contract No. 090817 with Law Offices of Steven Jones to increase the contract by \$36,000 for the contract term July 1, 2019, to June 30, 2020, due to the increase in the number of appointments to Attorney Jones this fiscal year; for a new total contract amount not to exceed \$94,000 for the contract term July 1, 2019, to June 30, 2020.

### Recommendation

The Deputy Court Administrator for the Superior Court in Gila County recommends approving Amendment No. 4 to Professional Services Contract No. 090817 with the Law Offices of Stephen Jones to increase the contract by \$36,000 for a new total contract amount not to exceed \$94,000 for the contract term July 1, 2019, to June 30, 2020, due to the increase in the number of appointments to Attorney Jones this fiscal year.

### Suggested Motion

Approval of Amendment No. 4 to Professional Services Contract No. 090817 between the Superior Court in Gila County and the Law Offices of Stephen Jones to increase the contract by \$36,000 for an amended contract amount not to exceed \$94,000 for the remainder of the contract term, July 1, 2019, to June 30, 2020.

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### Attachments

Amendment No. 4 to Professional Services Contract No. 090817

Amendment No. 3 to Professional Services Contract No. 090817

Amendment No. 2 to Professional Services Contract No. 090817

Amendment No. 1 to professional Services Contract No. 090817







## **AMENDMENT NO. 4 TO PROFESSIONAL SERVICES CONTRACT NO. 090817**

The following amendments are hereby incorporated into the contract documents for the below stated project:

---

### **PROFESSIONAL SERVICES CONTRACT 090817 LEGAL SERVICES**

#### **LAW OFFICES OF STEPHEN JONES**

Effective October 10, 2017, Gila County and Law Offices of Stephen Jones entered into a contract whereby Law Offices of Stephen Jones agreed to provide Legal Services to the Superior Court in Gila County.

**Amendment No. 1 to Professional Services Contract No. 090817** was executed on July 10, 2018 to exercise the option to renew the contract for one (1) one (1) year term from July 1, 2018, to June 30, 2019 with a contract amount not to exceed Forty Thousand Six Hundred Fifty dollars and 00/100's (\$40,650.00) without prior written approval from the county.

**Amendment No. 2 to Professional Services Contract No. 090817** was executed on October 30, 2018 to increase the amended contract of \$40,650.00 by Seven Thousand Five Hundred dollars and 00/100's (\$7,500.00) for a new total contract amount not to exceed Forty-Eight Thousand One Hundred Fifty dollars and 00/100's (\$48,150.00).

**Amendment No. 3 to Professional Services Contract No. 090817** was executed on June 4, 2019 to increase the amended contract amount by Twenty-Seven Thousand dollars and 00/100's (\$27,000), for the contract term of July 01, 2018 to June 30, 2019.

**Additionally, Amendment No. 3 to Professional Services Contract No. 090817** served to allow for Gila County to exercise the option to renew the term of the contract for one (1) one (1) year term, from July 01, 2019 to June 30, 2020; to increase the amended contract amount of \$48,150.00 by Nine Thousand Eight Hundred Fifty Dollars and 00/100's (\$9,850) for a new contract amount not to exceed Fifty-Eight Thousand dollars and 00/100's (\$58,000); and served to remove from the contract the language "**ISRAEL BOYCOTT CERTIFICATION:** Contractor hereby certifies that it is not currently engaged in and will not, for the duration of this agreement, engage in a boycott of Israel as required by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by County up to and including termination of this agreement."

The Gila County Superior Court would like to increase the amended contract amount by an additional Thirty-Six Thousand dollars and 00/100's (\$36,000). Attorney Jones has exceeded the amended contract amount of \$58,000. An additional \$36,000 is projected to cover the remainder of the contract term.

**Amendment No. 4 to Professional Services Contract No. 090817** will serve to increase the amended contract amount by Thirty-Six Thousand dollars and 00/100's (\$36,000), for the contract term of July 01, 2019 to June 30, 2020. It is understood, by both parties, that the increase will only be drawn upon as the caseloads warrant.

Consequently, the contract is amended to increase the amended contract amount by Thirty-Six Thousand dollars and 00/100's (\$36,000), for the contract term of July 01, 2019 to June 30, 2020 for a new total contract amount not to exceed Ninety-Four Thousand dollars and 00/100's (\$94,000), for the contract term of July 01, 2019 to June 30, 2020 without prior written approval from the County.

All other terms and conditions of the original agreement shall remain in full force and affect during the July 01, 2019 to June 30, 2020 renewal term of the contract.

**IN WITNESS WHEREOF**, three (3) identical copies of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

APPROVED:


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

  
\_\_\_\_\_  
Law Offices of Stephen Jones

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

APPROVED AS TO FORM:

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

  
\_\_\_\_\_  
Timothy Wright, Presiding Judge





## **AMENDMENT NO. 3 TO PROFESSIONAL SERVICES CONTRACT NO. 090817**

The following amendments are hereby incorporated into the contract documents for the below stated project:

---

### **PROFESSIONAL SERVICES CONTRACT 090817 LEGAL SERVICES**

#### **LAW OFFICES OF STEPHEN JONES**

Effective October 10, 2017, Gila County and Law Offices of Stephen Jones entered into a contract whereby Law Offices of Stephen Jones agreed to provide Legal Services to the Superior Court in Gila County.

**Amendment No. 1 to Professional Services Contract No. 090817** was executed on July 10, 2018 to exercise the option to renew the contract for one (1) one (1) year term from July 1, 2018, to June 30, 2019 with a contract amount not to exceed Forty Thousand Six Hundred Fifty dollars and 00/100's (\$40,650.00) without prior written approval from the county.

**Amendment No. 2 to Professional Services Contract No. 090817** was executed on October 30, 2018 to increase the amended contract of \$40,650.00 by Seven Thousand Five Hundred dollars and 00/100's (\$7,500.00) for a new total contract amount not to exceed Forty-Eight Thousand One Hundred Fifty dollars and 00/100's (\$48,150.00).

The Gila County Superior Court would like to increase the amended contract amount by an additional Twenty-Seven Thousand dollars and 00/100's. Attorney Jones has exceeded the amended contract amount of \$48,150.00. An additional \$27,000.00 is projected to cover the remainder of the contract term.

**Amendment No. 3 to Professional Services Contract No. 090817** will serve to increase the amended contract amount by Twenty-Seven Thousand dollars and 00/100's (\$27,000), for the contract term of July 01, 2018 to June 30, 2019. It is understood, by both parties, that the increase will only be drawn upon as the caseloads warrant.

**Professional Services Contract 090817** expires June 30, 2019. Per Article II, Term of Agreement, the contract may be extended for two (2) additional one (1) year periods, upon agreement of both parties.

**Amendment No. 3 to Professional Services Contract No. 090817** will allow for Gila County to exercise the option to renew the term of the contract for one (1) one (1) year term, from July 01, 2019 to June 30, 2020.

**Additionally, Amendment No. 3 to Professional Service Contract No. 090817** will serve to increase the amended contract amount of \$48,150.00 by Nine Thousand Eight Hundred Fifty Dollars and 00/100's (\$9,850.00).

**Further, Amendment No. 3** will serve to remove from the contract the language "**ISRAEL BOYCOTT CERTIFICATION:** Contractor hereby certifies that it is not currently engaged in and will not, for the duration of this agreement, engage in a boycott of Israel as required by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by County up to and including termination of this agreement."

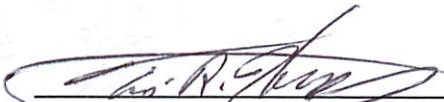
Consequently, the contract is amended to extend the term of the contract for one additional year from July 01, 2019 to June 30, 2020; to remove from the contract the language "**ISRAEL BOYCOTT CERTIFICATION:** Contractor hereby certifies that it is not currently engaged in and will not, for the duration of this agreement, engage in a boycott of Israel as required by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by County up to and including termination of this agreement; to increase the amended contract amount by Twenty-Seven Thousand dollars and 00/100's (\$27,000), for the contract term of July 01, 2018 to June 30, 2019; and to increase the contract amount by \$9,850.00 for a new total contract amount not to exceed Fifty-Eight Thousand dollars and 00/100's (\$58,000.00), for the contract term of July 01, 2019 to June 30, 2020 without prior written approval from the County.

All other terms and conditions of the original agreement shall remain in full force and affect during the July 01, 2019 to June 30, 2020 renewal term of the contract.


**IN WITNESS WHEREOF**, three (3) identical copies of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 4<sup>th</sup> day of June, 2019.

**GILA COUNTY PROFESSIONAL SERVICES CONTRACT NO. 090817**

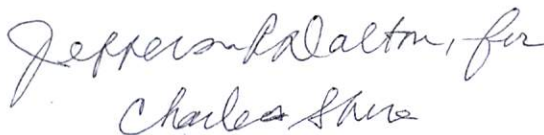
APPROVED:


  
Tim R. Humphrey, Chairman of the Board

  
Law Offices of Stephen Jones

  
Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

  
The Gila County Attorney's Office

  
Timothy Wright, Presiding Judge





**AMENDMENT NO. 2 TO PROFESSIONAL SERVICES CONTRACT NO. 090817**

The following amendments are hereby incorporated into the contract documents for the below stated project:

---

**PROFESSIONAL SERVICES CONTRACT 090817  
LEGAL SERVICES**

**LAW OFFICES OF STEPHEN JONES**

Effective October 10, 2017, Gila County and Law Offices of Stephen Jones entered into a contract whereby Law Offices of Stephen Jones agreed to provide Legal Services to the Superior Court in Gila County.

**Amendment No. 1 to Professional Services Contract No. 090817** was executed on July 10, 2018 to exercise the option to renew the contract for one (1) one (1) year term from July 1, 2018, to June 30, 2019 with a contract amount not to exceed Forty Thousand Six Hundred Fifty dollars and 00/100's (\$40,650.00) without prior written approval from the county.

The Gila County Superior Court would like to increase the amended contract by an additional Seven Thousand Five Hundred dollars and 00/100's (\$7,500.00) due to the increase in the number of appointments to Attorney Jones this fiscal year.

**Amendment No. 2 to Professional Services Contract No. 090817** will serve to increase the amended contract of \$40,650.00 by Seven Thousand Five Hundred dollars and 00/100's (\$7,500.00) for a new total contract amount not to exceed Forty-Eight Thousand One Hundred Fifty dollars and 00/100's (\$48,150.00) without prior written approval from the county.

All other terms and conditions of the original agreement shall remain in full force and affect during the July 01, 2018 to June 30, 2019 renewal term of the contract.

**IN WITNESS WHEREOF**, three (3) identical copies of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 30<sup>th</sup> day of October, 2018.

GILA COUNTY PROFESSIONAL SERVICES CONTRACT NO. 090817

APPROVED:

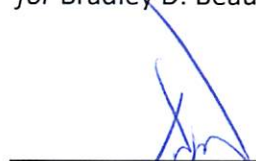
  
Tim R. Humphrey, Chairman of the Board

  
Law Offices of Stephen Jones, Attorney

  
Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

  
Jefferson R. Dalton, Deputy Gila County Attorney, Civil Bureau Chief  
for Bradley D. Beauchamp, County Attorney

  
Timothy Wright, Presiding Judge



**AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT NO. 090817**

The following amendments are hereby incorporated into the contract documents for the below stated project:

---

**PROFESSIONAL SERVICES CONTRACT 090817  
LEGAL SERVICES**

**LAW OFFICES OF STEPHEN JONES**

Effective October 10, 2017, Gila County and Law Offices of Stephen Jones entered into a contract whereby Law Offices of Stephen Jones agreed to provide Legal Services to the Superior Court in Gila County.

**Professional Services Contract 090817** expires June 30, 2018. Per Article II, Term of Agreement, the contract may be extended for two (2) additional one (1) year periods, upon agreement of both parties.

**Amendment No. 1 to Professional Services Contract No. 090817** will allow for Gila County to exercise the option to renew the term of the contract for one (1) one (1) year term, from July 01, 2018 to June 30, 2019.

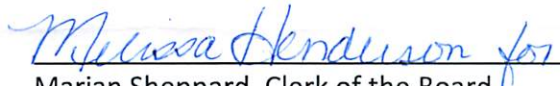
All other terms and conditions of the original agreement shall remain in full force and affect during the July 01, 2018 to June 30, 2019 renewal term of the contract.

**IN WITNESS WHEREOF**, three (3) identical copies of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 10<sup>th</sup> day of July, 2018.




GILA COUNTY PROFESSIONAL SERVICES CONTRACT NO. 090817

APPROVED:

  
\_\_\_\_\_  
Tim R. Humphrey, Chairman of the Board  
\_\_\_\_\_  
Law Offices of Stephen Jones, Attorney  
\_\_\_\_\_  
Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Jefferson R. Dalton, Deputy Gila County Attorney, Civil Bureau Chief  
for Bradley D. Beauchamp, County Attorney  
\_\_\_\_\_  
Timothy Wright, Presiding Judge

Tommie C. Martin, District I  
610 E. Highway 260 Payson, AZ. 85547  
(928) 474-2029

Timothy Humphrey, District II  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8753

Woody Cline, District III  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8753



James Menlove., County Manager  
Phone (928) 425-3231 Ext. 8761

Teresa Williams, Interim Finance Director  
Phone (928) 425-3231 Ext. 8516

FAX (928) 425-0319  
TTY: 7-1-1

## GILA COUNTY

[www.gilacountyaz.gov](http://www.gilacountyaz.gov)

### PROFESSIONAL SERVICES CONTRACT NO. 090817 LEGAL SERVICES

#### I. GENERAL STATEMENT

**THIS AGREEMENT**, made and entered into this 10<sup>th</sup> day of October, 2017, by and between the Superior Court in Gila County, hereinafter designated the **COURT, LAW OFFICES OF STEPHEN JONES** of the City of Gilbert County of Maricopa, State of Arizona, hereinafter called the **ATTORNEY**, for professional legal defense services from **November 01, 2017 TO JUNE 30, 2018**. The Attorney has a professional duty to the Court, to his/her clients, and to opposing counsel in providing legal services for persons found to be indigent or for whom the Court is required to provide legal counsel in Gila County.

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

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

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

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

The Attorney is required to purchase, maintain and provide proof of coverage for Lawyers Professional Liability insurance with a minimum limit of \$250,000 per occurrence and \$500,000 aggregate; Attorney shall provide a Certificate of Insurance naming Gila County and the Superior Court of Gila County as additional insureds.

## **II. TERM OF AGREEMENT**

**A. Period Covered:** It is understood between the undersigned attorney, **LAW OFFICES OF STEPHEN JONES** and the **SUPERIOR COURT OF GILA COUNTY** that the attorney will accept appointments to represent persons found to be indigent or for whom the Court is required to provide legal counsel in Gila County, from **NOVEMBER 1, 2017 TO JUNE 30, 2018**.

The County shall have the option to renew the contract for two (2) additional one (1) year periods, upon agreement of both parties.

**B. Termination:** Upon thirty (30) days written notice, either party may terminate this agreement without cause. The attorney would be expected to complete any 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 contract.

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

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

Any breach of Provider's or any approved subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Agreement subjecting Provider to penalties up to and including suspension or termination of this Contract. If the breach is by an approved subcontractor, and the subcontractor is suspended or terminated as a result, Provider shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain an approved replacement subcontract as soon as possible so as not to delay completion of Provider's obligations.

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

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

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

**E. 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.

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

**A. Indigent Dependency Representation:** The attorney agrees to provide legal services for the sum of **ONE THOUSAND DOLLARS (\$1,000.00) PER APPOINTMENT** and **THREE HUNDRED DOLLARS (\$300.00) PER RECERTIFICATION OF AN EXISTING APPOINTMENT**. Total compensation for Indigent Dependency Representation shall not exceed **FORTY THOUSAND SIX HUNDRED FIFTY DOLLARS (\$40,650.00)** for the period of the contract without advance written authorization.

**B. Special Appointment Compensation:** The Attorney agrees to provide legal services for special appointments as follows: \$400.00 per appointment as Attorney or Investigator in a Probate (Guardianship/Conservatorship) case; \$500 per appointment as Attorney in a Probate (Guardianship/Conservatorship) case resulting in commitment of the ward/client to a Level I facility; and \$1,000 per appointment as Guardian and Litem or Best Interests Attorney.

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

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

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

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

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

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

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

2) **Statistical Report:** The Court requires the attorney to prepare a statistical report summarizing his/her appointments and case activity each month on a statistical recap form and backup list of cases. Invoices are to be submitted only after the previous month's statistical report has been completed. The statistical report is due by the 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 **Dependency 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 Rule 32 issues and appeals may also be assigned to him/her rather than to the contract attorneys who are assigned appellate work.

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

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

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

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

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

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

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

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

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

**D. 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. Dependency Case:** The Attorney acknowledges that the Arizona State Legislature enacted new legislation that became effective January 01, 1999, and drastically changed the procedure for dependency cases. The Attorney agrees to become familiar with these procedures, and accept appointments made to a dependency case when circumstances necessitate such appointments.

### **F. Contact with and Representation of Client:**

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

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

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

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

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

## **VI. PLEADINGS AND CASE MANAGEMENT PROCEDURES**

### **A. Motions and Orders:**

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

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

3) **Oral Argument:** If oral argument is requested, a form of notice wherein the court administrator may insert the date and time for oral argument to be conducted should be submitted.

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

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

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

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

**B. Facsimile:**

- 1) **Temporary Pleadings:** Facsimile documents are intended to serve as temporary pleadings only.
- 2) **Originals:** After faxing a document, the Attorney should submit an original document (without modification) within ten (10) days of transmission of the facsimile so that the Clerk can substitute the original for the facsimile in the Court file.
- 3) **Consent:** If a facsimile 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. 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.

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.

**GILA COUNTY PROFESSIONAL SERVICES CONTRACT NO. 050615**


APPROVED:

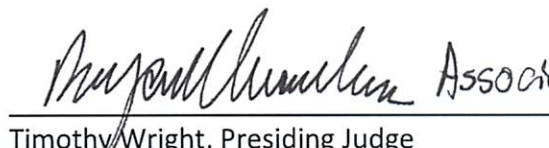
  
Tommie C. Martin, Chairman of the Board

  
Stephen Jones, Attorney

  
Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

  
Jefferson R. Dalton, Deputy Gila County Attorney, Civil Bureau Chief  
for Bradley D. Beauchamp, County Attorney

 Associate Presiding Judge for  
Timothy Wright, Presiding Judge

**ARF-5906**

**Consent Agenda Item 4. D.**

**Regular BOS Meeting**

Meeting Date: 03/10/2020

Submitted For: Sarah White, Chief Administrative Officer

Submitted By: Betty Hurst, Contracts Administrator

Department: Finance

Fiscal Year: 2020

Budgeted?: Yes

Contract Dates 01-08-20 to 01-07-21 Grant?: No

Begin & End:

Matching No

Fund?: Renewal

Requirement?:

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Information

Request/Subject

Amendment No. 2 to Professional Services Contract No. 022618 - Hayes Enterprises Medical Director Services.

Background Information

On March 20, 2018, the Board of Supervisors approved Professional Services Agreement No. 022618 with Hayes Enterprises, so that Hayes Enterprises can provide medical services to detainees in the Gila County Sheriff's Office Jail Facility.

On October 30, 2018, the Board of Supervisors approved Amendment No. 1 to Professional Services Agreement No. 022618 with Hayes Enterprises to extend the term of the contract from January 8, 2019, to January 7, 2020, for a contract amount not to exceed \$120,000.

Evaluation

Contract No. 022618 expires on January 7, 2020. The contract allows for three additional one-year renewal periods at an annual cost of \$120,000; therefore, staff recommends that the contract be renewed for one additional year, from January 8, 2020, to January 7, 2021.

Conclusion

Staff feels it is in the best interest of the Gila County Sheriff's Office Jail Facility to renew the contract with Hayes Enterprises for another 12 months for a monthly rate of \$10,000 with a not to exceed amount of \$120,000 during the term of the contract.

### Recommendation

It is the recommendation of Sheriff J. Adam Shepherd that the Board of Supervisors approve Amendment No. 2 to renew the contract with Hayes Enterprises for one additional year, whereby Hayes Enterprises will provide medical consulting and related services for the Gila County Sheriff's Office Jail Facility.

### Suggested Motion

Approval of Amendment No. 2 to Professional Services Agreement No. 022618 with Hayes Enterprises to extend the term of the contract for one additional year (January 8, 2020, to January 7, 2021) in a not to exceed amount of \$120,000 for the continued provision of jail medical services for the Gila County Sheriff's Office.

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### Attachments

Amendment No. 2 to Professional Services Contract No. 022618

Amendment No. 1 to Professional Services Contract No. 022618

Professional Service Agreement No. 022618 with Hayes Enterprises

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**AMENDMENT NO. 2 to Professional Service Agreement No. 022618**

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

---

**MEDICAL DIRECTOR SERVICES**

**SHERIFF'S OFFICE**

**Effective** March 20, 2018 Gila County and Hayes Enterprises entered into a contract whereby Hayes Enterprises agreed to provide Medical Director Services.

**Amendment No. 1 to Professional Services Contract No. 022618**, was executed on October 30, 2018 to allow for Gila County to exercise the option to renew the term of the Contract for one (1) additional one (1) year term, from January 08, 2019 to January 07, 2020, for a contract amount of not to exceed One Hundred Twenty Thousand dollars and 00/100's (\$120,000.00) without prior written approval from the County.

**Professional Service Agreement No. 022618** will expire on January 07, 2020. **Per Article 11-Term**, Gila County shall have the sole option, to renew the contract for three (3) additional (1) year periods.

**Amendment No. 2 to Professional Services Contract No. 022618**, will allow for Gila County to exercise the option to renew the term of the Contract for one (1) additional one (1) year term, from January 08, 2020 to January 07, 2021, for a contract amount of not to exceed One Hundred Twenty Thousand dollars and 00/100's (\$120,000.00) without prior written approval from the County.

All other terms, conditions and provisions of the original Contract, shall remain the same and apply during the January 08, 2020 to January 07, 2021 renewal period.

**IN WITNESS WHEREOF**, three (3) identical copies of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

GILA COUNTY PROFESSIONAL SERVICES CONTRACT NO. 022618

APPROVED:

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

  
\_\_\_\_\_  
Hayes Enterprises

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

APPROVED AS TO FORM:

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





**AMENDMENT NO. 1 to Professional Service Agreement No. 022618**

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

---

**MEDICAL DIRECTOR SERVICES**

**SHERIFF'S OFFICE**

**Effective** March 20, 2018 Gila County and Hayes Enterprises entered into a contract whereby Hayes Enterprises agreed to provide Medical Director Services.

**Professional Service Agreement No. 022618** will expire on January 07, 2019. **Per Article 11-Term**, Gila County shall have the sole option, to renew the contract for three (3) additional (1) year periods.

**Amendment No. 1 to Professional Services Contract No. 022618**, will allow for Gila County to exercise the option to renew the term of the Contract for one (1) additional one (1) year term, from January 08, 2019 to January 07, 2020, for a contract amount of not to exceed One Hundred Twenty Thousand dollars and 00/100's (\$120,000.00) without prior written approval from the County.

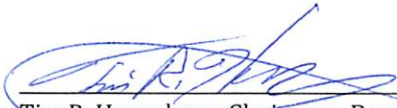
All other terms, conditions and provisions of the original Contract, shall remain the same and apply during the January 08, 2019 to January 07, 2020 renewal period.

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



**GILA COUNTY BOARD OF SUPERVISORS**

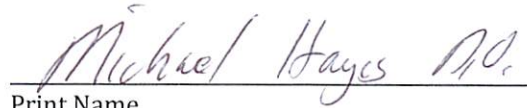
**HAYES ENTERPRISES**



Tim R. Humphrey, Chairman, Board of Supervisors



Authorized Signature



Print Name

**ATTEST**



Marian Sheppard, Clerk of the Board

**APPROVED AS TO FORM**



Jefferson R. Dalton,  
Deputy Gila County Attorney, Civil Bureau Chief  
for Bradley D. Beauchamp, County Attorney

FOR JOFF DALTON

**PROFESSIONAL SERVICE AGREEMENT NO. 022618**  
**HAYES ENTERPRISES**  
**MEDICAL DIRECTOR SERVICES**  
**FOR GILA COUNTY SHERIFF'S OFFICE**

**THIS AGREEMENT**, made and entered into this 20th day of March, 2018, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Hayes Enterprises, of the City of Glendale, State of Arizona, hereinafter designated the Contractor.

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

**ARTICLE 1 – SCOPE OF SERVICES:** The Contractor agrees to provide Medical Director Services for members of the community. The services shall be provided on an “as needed” basis as requested by the Gila County Sheriff's Office Adult and Juvenile Detention Centers in Globe, Arizona and the Adult Detention Center in Payson, Arizona. The services shall be provided on “as need” basis as requested by the County.

The Contractor agrees to obtain and keep current any and all State of Arizona licenses and certifications and agrees that he possess experience as a physician. If at any time during the term of the contract the Contractor's licenses/certifications are revoked or rendered invalid, this agreement shall be terminated.

Gila County shall provide to the Contractor a specific area at each location within which to perform his services.

The Contractor's duties will include but not be limited to the following:

1. Provide medical services and oversee all medically related functions;
2. Direct medical aid;
3. Provide assessments;
4. Provide standing orders for the registered nurses use to handle situations that arise;
5. Grant referrals to local specialists for continuing medical services;
6. Oversee jail nursing staff and physician's assistant;
7. Be involved in monthly quality assurance review;
8. Conduct appropriate scheduled jail and juvenile sick call;
9. Provide appropriate diagnostic and treatment services for jail inmates and detained juveniles;
10. Prescribe pharmaceuticals (generic where possible) as necessary;
11. Consult with inmate and juvenile physician as indicated regarding medical history, diagnoses, treatment and medication;
12. Consult with psychiatrist or mental health professionals, as necessary regarding psychotropic medications and monitoring and confer concerning general mental health issues;
13. Refer inmates or juveniles to specialty care physicians, other health professionals or health care facilities in accordance with accepted protocol;
14. Perform medical screening and physical exams;
15. Assist juvenile detention officers and jail medical staff in triage of medical situations;
16. Review acute care, hospital length of stay as needed;
17. Review and provide final determination of medicine necessary, appropriateness and cost effectiveness of services;
18. Oversee the denial of medical services to inmates and juveniles;
19. Provide clerical, administrative and supervisory direction regarding quality of care resolutions and inmate grievances related to medical issues;
20. And, remain available for calls in emergency situations.



**ARTICLE 2 – FEES:** The FEE included for the Contractors services shall be as follows:

- Scope of Work \$114,425.00
- Required Insurance \$ 5,575.00

**ARTICLE 3 – TERMINATION:** Contract shall terminate thirty (30) days after written notice is received by either party to the other. Upon receipt of the notice, work in progress will be completed and any summaries and/or status reports shall be prepared and submitted, all within thirty (30) days. The County's financial obligation shall cover only the work performed up to the notice to terminate.

**ARTICLE 4 - INDEMNIFICATION CLAUSE:** Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

**ARTICLE 5 – INSURANCE REQUIREMENTS:** The Contractor shall maintain in force during the term of this agreement, at the Contractor's expense, professional liability insurance, in the amount of no less than \$1,000,000.00 per occurrence and such other insurance as the County's Risk Manager may reasonably require. The Contractor shall provide the County with certificates of insurance evidencing all required policies and shall notify the County of any cancellation or decrease in the amount of coverage at least thirty (30) days before the effective date of such cancellation or decrease.

**ARTICLE 6 – ASSIGNMENTS AND SUBCONTRACTS:** No rights or obligations of the Contractor under this agreement shall be assigned. No rights or obligations of the Contractor under this agreement shall be subcontracted by the Contractor without approval of the County. All subcontracts shall incorporate the laws, rules, and regulations governing this agreement. The approved subcontracts shall forward copies of such to the County and shall retain originals on file.

**ARTICLE 7 – 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 project completion.

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. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

**ARTICLE 8 - ISRAEL BOYCOTT CERTIFICATION:** Contractor hereby certifies that it is not currently engaged in and will not, for the duration of this agreement, engage in a boycott of Israel as required by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by County up to and including termination of this agreement.

**ARTICLE 9 - LAWS AND ORDINANCES:** This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

**ARTICLE 10 - CANCELLATION:** This agreement is subject to cancellation pursuant to A.R.S. § 38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered by the County before the effective date of termination.

**ARTICLE 11 - TERM:** The term of the contract shall commence on January 08, 2018 and continue in full force and effect up through and including January 07, 2019, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that Gila County shall have the right, at its sole option, to renew the contract for three (3) additional one (1) year periods. In the event the County exercises such a right, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period.


**ARTICLE 12 - PAYMENT:** The Scope of Services as outlined above will be performed for the amount of \$ 120,000.00. A payment in the amount of Ten Thousand dollars and 00/100's (\$10,000.00) is to be paid on the 30<sup>th</sup> day of the contract, and on the same date of each of the subsequent 11 months of the contract. No payments will be made for any additional services unless in advance of those additional services this contract is amended in writing by both parties.

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.

**GILA COUNTY PROFESSIONAL SERVICES CONTRACT NO. 022618**

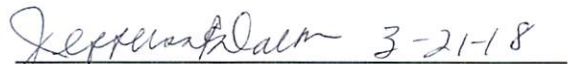
APPROVED:

  
Tommie C. Martin, Chairman of the Board

  
Hayes Enterprises  
Michael Hayes

  
Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

 3-21-18  
Jefferson R. Dalton, Deputy Gila County Attorney/Civil Bureau Chief  
for Bradley D. Beauchamp, County Attorney

**Regular BOS Meeting**

Meeting Date: 03/10/2020

Submitted By: Melissa Henderson, Deputy Clerk

Department: Clerk of the Board of Supervisors

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Information

Request/Subject

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

Background Information

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

Albert Keehn of Sportsman's Chalet submitted an application to temporarily extend the premises/patio where liquor is permitted to be sold during weekends from April 2, 2020, through June 29, 2020; July 3, 2020, through September 28, 2020; and October 2, 2020, through November 2, 2020.

Evaluation

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

Conclusion

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

### Recommendation

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

### Suggested Motion

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

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### Attachments

Sportsman's Chalet-Application

Sportsman's Chalet-CD Response

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Received 2/13/2020



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

DLLC USE ONLY

CSR:

Log #:

APPLICATION FOR EXTENSION OF PREMISES/PATIO PERMIT

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

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

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

☒ Temporary change (No Fee) for date(s) of: SEE ATTACHED through 1/1/ list specific purpose for change:

More Room For Customers

1. Licensee's Name: KEGAN Albani F License #: 06040009  
Last First Middle

2. Mailing address: 5087 N Highway 87 Strasburg AZ 85544  
Street City State Zip Code

3. Business Name: Sportsman Club

4. Business Address: 5087 N Highway 87 Strasburg AZ 85544  
Street City State Zip Code

5. Email Address: Timsfourkings@hotmail.com

6. Business Phone Number: 928 476-6484 Contact Phone Number: 928 951-4292

7. Is extension of premises/patio complete?

☒ N/A ☐ Yes ☐ No If no, what is your estimated completion date? 1/1/

8. Do you understand Arizona Liquor Laws and Regulations?

☒ Yes ☐ No

9. Does this extension bring your premises within 300 feet of a church or school?

☐ Yes ☒ No

10. Have you received approved Liquor Law Training?

☒ Yes ☐ No

11. What security precautions will be taken to prevent liquor violations in the extended area? Extra staff + fencing

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



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

☐ Approval ☐ Disapproval by DLLC: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**Notary**

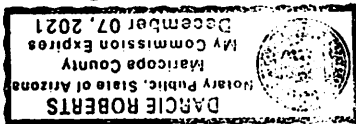
I, (Signature) *[Signature]*, hereby declare that I am a **CONTROLLING PERSON/ AGENT** filing this notification. I have read this document and the contents and all statements are true, correct and complete.

State of Arizona )

County of \_\_\_\_\_ )

On this 5<sup>th</sup> Day of February 2020 before me personally appeared Albert Keen  
Day Month Year (Print Name of Document Signer)

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



(Affix Seal Above)

*[Signature]*  
Signature of NOTARY PUBLIC

**GOVERNING BOARD**

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

☐ Approval

☐ Disapproval

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Agency

\_\_\_\_\_  
Date

**DLLC USE ONLY**

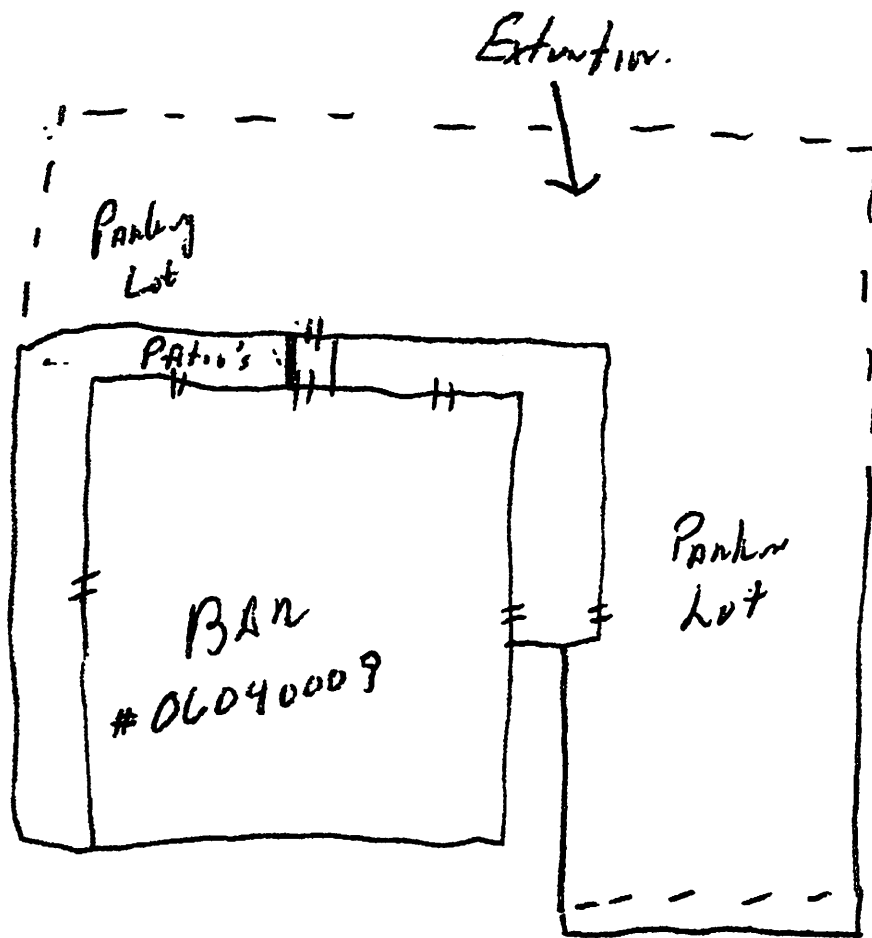
Investigation Recommendation: ☐ Approval ☐ Disapproval by: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Director Signature required for Disapprovals: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Temporary Change DATE's :

4/2 - 4/6	5/1 - 5/4	6/5 - 6/8
4/10 - 4/13	5/8 - 5/11	6/12 - 6/15
4/17 - 4/20	5/15 - 5/18	6/19 - 6/22
4/24 - 4/27	5/22 - 5/25	6/24 - 6/29
	5/29 - 6/1	

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Temporary Change DATE's :

7/3 - 7/6

8/7 - 8/10

9/4 - 9/7

7/10 - 7/13

8/14 8/17

9/11 - 9/14

7/17 - 7/20

8/21 8/24

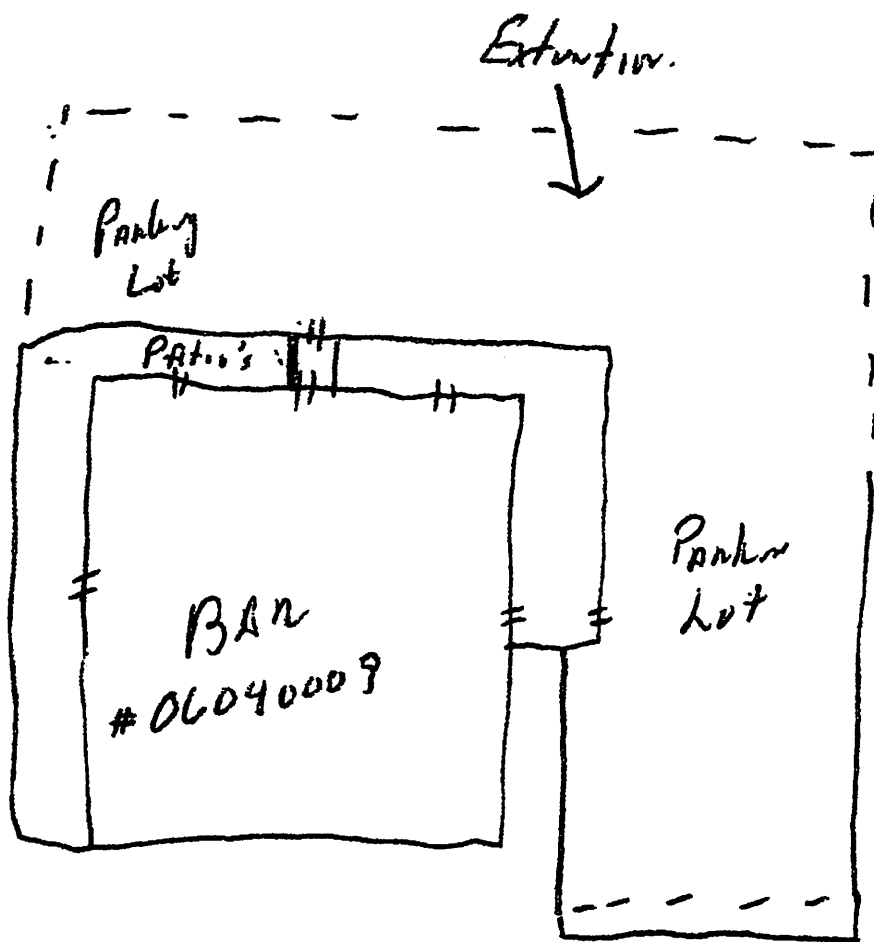
9/18 9/21

7/24 - 7/27

8/28 8/31

9/25 - 9/28

7/31 - 8/3



Temporary Change DATE's :

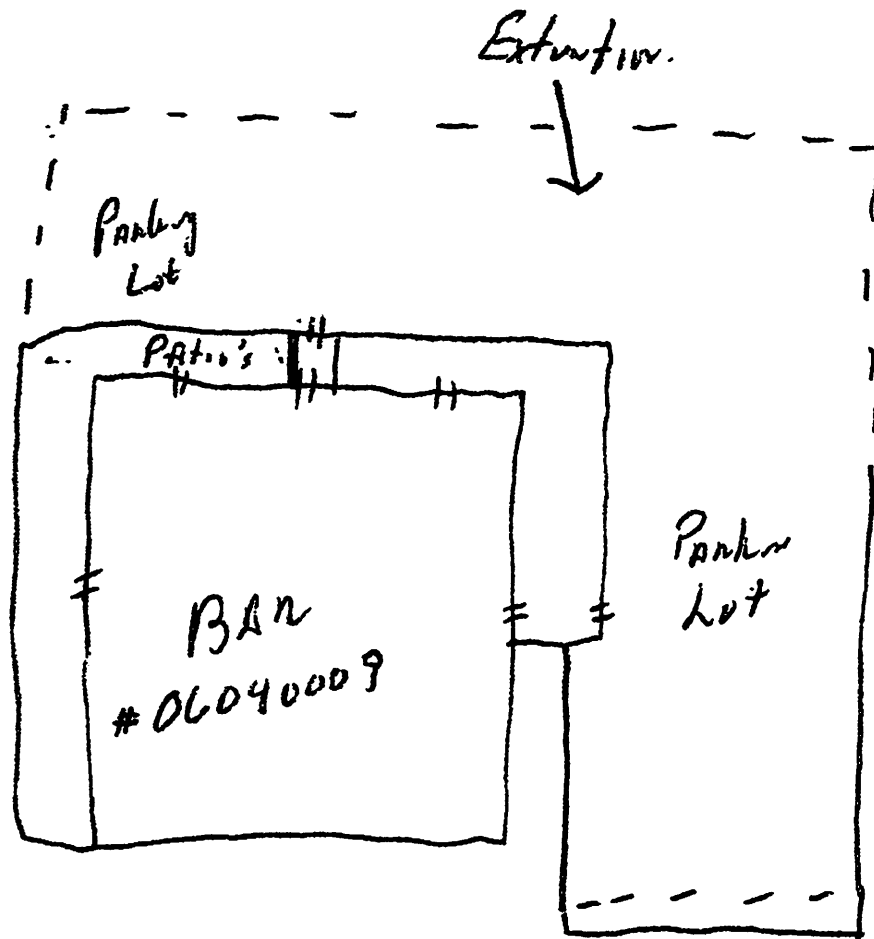
10/2 - 10/5

10/30 - 11/2

10/9 - 10/12

10/16 - 10 19

10/23 - 10/24





## INTEROFFICE MEMORANDUM

**DATE:** February 13, 2020  
**TO:** Scott Buzan, Community Development Division  
**FROM:** Marian Sheppard, Clerk of the Board of Supervisors  
**SUBJECT:** APPLICATION FOR EXTENSION OF PREMISES/PATIO PERMIT

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Please be advised that an application for an extension of premises/patio permit has been submitted to Gila County by Albert Keehn to temporarily extend the liquor license service area during weekends from April 2, 2020, through June 29, 2020; July 3, 2020, through September 28, 2020; and October 2, 2020, through November 2, 2020, at the Sportsman's Chalet located in Strawberry, Arizona.

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

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

PLEASE CIRCLE YOUR APPROVAL OR DISAPPROVAL, SIGN AND DATE.

\*\*\*\*\*

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

Community Development Division:

Date:

  
Scott Buzan, Chief Building Official

Randall Plummer

2/24/2020

**ARF-5933**

**Consent Agenda Item 4. F.**

**Regular BOS Meeting**

**Meeting Date:** 03/10/2020

**Reporting Period:** February 4, 2020, February 18, 2020, and February 25, 2020 Meeting Minutes

**Submitted By:** Melissa Henderson, Deputy Clerk

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**Information**

**Subject**

February 4, 2020, February 18, 2020, and February 25, 2020, Board of Supervisors' Meeting Minutes

**Suggested Motion**

Approval of the February 4, 2020, February 18, 2020, and February 25, 2020, Board of Supervisors' meeting minutes.

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**Attachments**

02-04-20 Meeting Minutes

02-18-20 Meeting Minutes

02-25-20 Meeting Minutes

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

Date: February 4, 2020

**WOODY CLINE**

Chairman

**MARIAN SHEPPARD**

Clerk of the Board

**TOMMIE C. MARTIN**

Vice-Chairman

By: Melissa Henderson  
Deputy Clerk

**TIM R. HUMPHREY**

Member

Gila County Courthouse  
Globe, Arizona

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PRESENT: Woody Cline, Chairman; Tommie C. Martin, Vice-Chairman (via ITV); and Tim R. Humphrey, Member

STAFF PRESENT: W. James Menlove, County Manager (via ITV); Jefferson R. Dalton, Deputy Gila County Attorney, Civil Bureau Chief; Charles Shire, Deputy Gila County Attorney, Civil Bureau Chief (via ITV); and Melissa Henderson, Deputy Clerk of the Board

STAFF ABSENT: Marian Sheppard, Clerk of the Board

**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. Terry Links led the Pledge of Allegiance and Jefferson Dalton delivered the invocation.

**Item 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, Human Resources Assistant Senior, presented the service awards for those employees in Globe and they were simultaneously presented to employees in Payson. Chairman Cline announced there would be a short recess immediately following the award presentations so that pictures could be taken, and refreshments served. The award presentation ended at 10:08 a.m. and Chairman Cline reconvened the meeting at 10:14 a.m.

**B. Information/Discussion regarding the Community Development Department's Building Safety and Planning & Zoning Divisions.**

Scott Buzan, Community Development Department Director, explained the workings of the Community Development Department which has 14 team members and 4 divisions, as follows: Building Safety, Planning & Zoning, Code Enforcement, and Wastewater. The Community Development Department operates under the “one-stop shop” concept to provide services. Mr. Buzan stated that he would be presenting 2 of the 4 divisions and the other divisions would be presented later.

The primary services provided by the Building Safety Division are as follows: building code enforcement, building code education, building permits, building plan review, building inspections, site plan reviews, and problem-solving. For 2019, there were 454 PDI (pre-permit information) forms processed resulting in a 55% increase over 2018. The division provides the customer with a written document that explains or clarifies the needed items for each project. It is the goal of the staff to turn the documents around in 5 days. At present staff’s turnaround rate is 2.9 days on average. Other divisions are also quick on the return time to get the customer the information. A total of 1,282 building permits were issued in 2019, resulting in a 6% increase over last year. A total of 98 single-family residence permits were issued, a 10% increase over last year with a plan review of 15 days or less to process, resulting in a 91% increase over last year. A total of 56 commercial permits were issued. With all permits issued, a little over \$19.5 million was generated for new construction. Staff meets with contractors on a quarterly basis and planners are now invited to the meetings. Meetings have been well attended and received. Video inspections using skype were recently implemented; however, the staff has run into some challenges regarding internet serviceability. Staff also completed 649 plan reviews and 6,882 inspections with a total of 46,156 inspector miles driven.

The Planning & Zoning (P&Z) Division has 3 employees and Mr. Buzan stated that they are doing well. The primary mission of the P&Z Division is 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 with the following: Gila County Comprehensive Master Plan, planning, enforcement (interpretation and revising of the Gila County Zoning Ordinance), educating the public about County zoning regulations, pre-application meetings, rezoning of land, variances, administrative variances, use permits (including conditional and temporary), development plans, subdivision plats (including preliminary and final), Gila County Subdivision Ordinance, Gila County Minor Land Division Ordinance, lot line adjustments and records of survey. Some statistical highlights for 2019 include: 18 pre-application meetings were held; 10 variances were issued; 50 administrative variances were resolved; 5 rezonings were completed; 1 conditional use permit, 4 temporary use permits, and 11 use permits were issued; 9 development plans and 1 comprehensive plan amendment were reviewed; 16 cases were heard by the Board of Adjustment; 10 cases were



heard by the P&Z Commission; all zoning application forms were revised including instruction sheets and checklists; a re-write of the Zoning Ordinance began; and currently staff is working with developers on a 10 lot subdivision east of Globe, 2 new RV parks in Tonto Basin, 2 wedding venues in Pine and Strawberry, a bakery in Strawberry, an 8-10 room lodge in Pine, and development of 16 single-family residences in Pine.

Mr. Buzan concluded by informing the Board that the Community Development staff is prepared to assist the County in the upcoming capital projects. Each Supervisor thanked Mr. Buzan for the presentation and complimented the Community Development staff.

### **Item 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, Sheriff's Office 911 Coordinator, explained that this is an annual grant opportunity for which the Sheriff's Office submits an application for grant funds each year. This year the amount has been increased and, if awarded, the funds will be used for infrastructure and qualified expenses that support other operations. Supervisor Humphrey asked Ms. Williams if this potential funding would help with additional staffing. Ms. Williams responded that the grant funding will not support staffing due to the conditions of the grant. Upon motion by Vice-Chairman Martin, seconded by Supervisor Humphrey, the Board unanimously authorized the electronic submission of the Arizona 9-1-1 Grant Program Application in the amount of \$325,418.

#### **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, Public Works Department Director, explained that on December 11, 2019, Public Works received a Citizens' Petition from homeowners in Young to have a roadway that is 2,800 feet long and which crosses multiple properties designated as a primitive road under the Gila County Maintained Roadway System. Mr. Sanders advised that accepting the petition is the first step in the process. Upon motion by Supervisor Humphrey, seconded by Vice-Chairman Martin, the Board unanimously accepted the Citizens' Petition to begin the process to establish E. Granny Jones Lane (as described above) as a primitive road.

**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, Health and Emergency Management Department Director, explained that on November 19, 2019, the Gila County Public Health Division (GCPHD) received authorization from the Board of Supervisors to advertise Request for Proposals (RFP) No. 102119. 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. 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. It is requested that bids comprehensively address prevention services in these areas. The RFP was sent to 7 different contractors and advertised in the newspaper. Gila County received one bid from Guild Health Consulting which was in full compliance with the bid guidelines. Upon motion by Vice-Chairman Martin, seconded by Supervisor Humphrey, the Board unanimously awarded Contract No. 102119 to Guild Consulting LLC in the amount of \$100,000.

**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, Superior Court Administrator, presented this agenda item. 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. Mr. Bearup stated that the oversight of the indigent defense program was given to Superior Court Administration in 2014. Since that time judges have changed and case processes have changed, so it was time to re-evaluate the approach. Superior Court Administration reviewed the prior practice of issuing professional service contracts for attorneys and has identified a robust selection process to select attorneys based on a scoring matrix. A limited number of contracts for attorneys will be issued based on a request for a qualification's selection process. The intent is to retain qualified contract attorneys and limit the number of contracts issued. Upon motion by Vice-Chairman Martin, seconded by Supervisor Humphrey, the Board unanimously authorized the advertisement of Request for Qualifications No. 010220.

**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.**

Shelly McPherson, Human Resources Department Director, explained that this request is to change the election of the Personnel Commission Chairman from an annual basis to a term of 4 years. The Chairman of the Personnel Commission is statutorily required to sit on the Public Safety Personnel Retirement System Local Board, the Correctional Officers Retirement Plan (CORP) Local Board for Dispatchers, and the CORP Local Board for Detention Officers and Non-Uniformed Officers. This change aligns with the 4-year terms of office for those boards. Upon motion by Supervisor Humphrey, seconded by Vice-Chairman Martin, the Board unanimously adopted revised Policy No. BOS-HRS-625.

**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.**

Jefferson Dalton, Chief Deputy County Attorney, Civil Bureau Chief, advised that the subject property was seized by law enforcement officers due to the production of methamphetamine on the property. In accordance with the Settlement Agreement attached to the agenda item, Mr. Dalton stated that the property will be sold and divided between the County and the owner. He added that due to a statutory change a couple of years ago, Board approval is required to allocate funds from the Anti-Racketeering Fund. Upon motion by Supervisor Humphrey, seconded by Vice-Chairman Martin, the Board unanimously approved the Gila County Attorney's application to use monies from the Gila County Anti-Racketeering Fund 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.

**G. Information/Discussion/Action to determine the County's position on the issue regarding the Forest Service 203 Road.**

Chairman Cline advised that a meeting is scheduled for February 19, 2020, to discuss the Forest Service (FS) 203 Road which will be facilitated by Southwest Decision Resources. He stated that this topic was discussed at the Board's Work Session that was held on December 10, 2019, but there was no real path to move forward. Chairman Cline requested this item on today's agenda to get the other Supervisors' opinions on the matter and to decide on a direction that the Board should take to define the County's position with regard to any action

that will be required to reopen the road. Chairman Cline called on Supervisor Humphrey first, due to the road being in Supervisorial District III which is Supervisor Humphrey's district.

Supervisor Humphrey is concerned that once a gate is in place on the FS 203 Road, it will be very hard to have it removed. He believes that the wilderness group has not communicated what they would consider as a negotiation solution. Supervisor Humphrey is frustrated that the wilderness group is not responding. He stated, "They ask but they do not offer any compromises or solutions."

Chairman Cline stated that during his last conversation with the Southwest Decision Resources group, it was made clear that their sites are strictly on expanding the FS 203 Road to the east and they are not willing to deviate from that direction. He added that there is no infrastructure, water lines, or anything that would interfere with a wilderness area to the west of the FS 203 Road and it is his belief that this issue can only be resolved with a change in legislation because it is a federal issue. Chairman Cline stated that should the Southwest Decision Resources group decide to separate from the County on its position regarding the FS 203 Road, it would be a fight. Vice-Chairman Martin suggested that Sheriff Shepherd may want to speak to the issue.

J. Adam Shepherd, Gila County Sheriff, advised that there is very little access to the subject area, so it is difficult for the Sheriff's Office to respond to emergency calls. Should access to the FS 203 Road be eliminated, there wouldn't be accessible for ground vehicles; there would only be access by helicopter and foot traffic. Sheriff Shepherd does not believe closing ground access will reduce foot traffic much; however, it will make it harder for search and rescue. He stated, "The other site on Aztec (Road) will be another problem. We would have to move the radio installation generator to another site. Without access, we would have to abandon the site and if we move it, we will not have the radio coverage that we have on Aztec. It is operated with propane and we cannot send it up by helicopter and that is not an option. There is no other option for us to replace those services with the closure of those roads."

Chairman Cline agreed with Sheriff Shepherd. He commented that if gates are installed on the FS 203 Road, they will be placed at the north and south ends of where the wilderness lines cross the FS 203 Road. Access will be limited to that specific area within the gates. He stated, "Tim pushed hard on 202A Road to the east to Cherry Creek close to the power lines. We are looking at placing that into a maintenance agreement and working on those that will give us some open and passable area. The wilderness group has stated that they do not care about any other roads, just 203. They just want the leverage to expand the wilderness. When it comes to the Aztec road, the wilderness group does not care about it at this time."

Jacque Sanders, Deputy County Manager, District Librarian, stated, "The wilderness group is not interested in a trade of any kind. They are looking to grow that wilderness and will lock up land and no one will be able to utilize the land. They are looking to get as much as they can get to grow that wilderness. As a county, we already have 8 wildernesses on the Tonto (National Forest). They want to triple it."

Vice-Chairman Martin stated that it would be best to start the process to determine how to have an administrative change submitted regarding the FS 203 Road. Chairman Cline and Supervisor Humphrey agreed that an administrative change would be the easiest. Ms. Sanders asked if the Chairman was looking for a County-approved alternative to take to the meeting on the 18<sup>th</sup> or just a discussion? Chairman Cline replied that he was looking for a decision on what the County's position would be and he asked for legal clarification. Jefferson R. Dalton, Deputy Gila County Attorney, Civil Bureau Chief, explained that since the agenda item was written with such a broad statement, the Board can discuss the item, take action on the Board's position or take no action at this time. Ms. Sanders asked Mr. Dalton if the motion could be "to proceed pursuing a solution." Mr. Dalton stated that would be fine. Upon motion by Vice-Chairman Martin, seconded by Supervisor Humphrey, the Board unanimously agreed to proceed pursuing a solution regarding the FS 203 Road.

**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.**

Chairman Cline addressed this agenda item. Mr. Bill Bennett's term of office on the IDA expired on December 31, 2019. He does not wish to be reappointed, so Chairman Cline requested the Board to consider his recommendation to appoint Mr. William (Bill) Marshall to the IDA for the 6-year term of office that began on January 1, 2020, through December 31, 2025. This board member would represent Supervisor Cline's district. Upon motion by Supervisor Humphrey, seconded by Vice-Chairman Martin, the Board unanimously appointed Mr. William (Bill) Marshall to the Board of Directors of the IDA for the term of office that will expire on December 31, 2025.

**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.**

Ms. Sanders advised that changes needed to be made to the contract and she requested that the Board table this item until the February 18, 2020 Board meeting. Upon motion by Vice-Chairman Martin, seconded by Supervisor Humphrey, the Board unanimously tabled Professional Services Contract No. 020120 until the February 18, 2020 Board of Supervisors' Regular Meeting.

**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. 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. Acknowledgment 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. Acknowledgment of the December 2019 monthly activity report submitted by the Payson Regional Constable's Office.**

Upon motion by Supervisor Humphrey, seconded by Vice-Chairman Martin, the Board unanimously approved Consent Agenda items 4A-4I.

**Item 5 – CALL TO THE PUBLIC: Call to the Public is held for public benefit to allow individuals to address the Board of Supervisors on any**

**issue within the jurisdiction of the Board of Supervisors. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), at the conclusion of an open call to the public, individual members of the Board of Supervisors may respond to criticism made by those who have addressed the Board, may ask staff to review a matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.**

There weren't any comments from the public.

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

Supervisors Martin, Humphrey and Cline, the County Manager, and the Deputy County Manager presented a summary of current events.

There being no further business to come before the Board of Supervisors, Chairman Cline adjourned the meeting at 11:29 a.m.

APPROVED:

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Woody Cline, Chairman

ATTEST:

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Marian Sheppard, Clerk of the Board

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

Date: February 18, 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

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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; Charles Shire, Deputy County Attorney-Civil (via ITV); Marian Sheppard, Clerk of the Board; and Melissa Henderson, Deputy Clerk of the Board.

**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. He asked for a moment of silence in honor of Officer David Kellywood of the White Mountain Apache Police Department, who was killed in the line of duty this past weekend. Cathy Melvin led the Pledge of Allegiance and Jefferson Dalton delivered the invocation.

**Item 2 – PRESENTATIONS:**

**A. Presentation of information on the University of Arizona's Cooperative Extension Family Consumer Health Science Program.**

Ashley Dixon, Family Consumer Health Science Agent for the Gila County Cooperative Extension Program, advised that she has been working for the University of Arizona Cooperative Extension for about 9 years; however, she has been in her current position for the past 2.5 years. Under Gila County Cooperative Extension, Ms. Dixon explained that there are 3 areas of focus: Family and Consumer Health Sciences (FCHS), 4-H Youth Development, and Agriculture and Natural Resources. Prior to Ms. Dixon taking the position, there hadn't been anyone in the position in Gila County for the past 20 years. Currently, FCHS has 7 staff stationed across Gila County. When Ms. Dixon began working in this position, she did a needs and assets report to determine the needs of Gila County. As a result, two areas of focus resulted which are



Family Engagement Programs and Health and Wellness Programs. Ms. Dixon advised that in the past 2.5 years, she has brought in \$1.8M in external grant funds to include federal, state and internal funds through a competitive grant writing process. She proceeded to provide an overview of the Family Engagement Programs and statistics for 2019, as follows: Financial Literacy; Developmental and Sensory Screening for Gila County; Developmental and Sensory Screenings for San Carlos; Positive Discipline; and Early Literacy Program for San Carlos. Ms. Dixon reviewed the Health and Wellness programs and statistics for 2019, as follows: First Smiles (oral health) for Gila County; Child Care Health Consultant for Gila County; Nutrition, Obesity and Physical Activity for San Carlos; and Ag Daze. Each Board member thanked Ms. Dixon for the information presented. Vice-Chairman Martin requested that the Board receive a report on how well each of the programs are working, and she also wanted to know if any of the Cooperative Extension programs could be coordinated with Gila County Health Department programs. Ms. Dixon replied that the presentation provided today was the “condensed version” and she agreed to provide the Board with more detailed information.

## **B. Presentation of information on Northeastern Arizona Innovative Workforce Solutions.**

Stephanie Ray, Executive Director at ARIZONA@WORK Northeastern Arizona, explained that the Department of Labor establishes the workforce development areas. A few years ago, Gila, Navajo and Apache Counties formed a consortium to provide services under the Workforce Innovation and Opportunity Act for the Northeastern Arizona area. Ms. Ray explained that previously the workforce investment board, now called the workforce development board, had oversight for one set of programs; the Adult, Dislocated Worker and Youth Programs. With the new law enacted in 2014 and implemented in 2015, it shifted the role of the workforce development board to an oversight entity for 11 workforce programs. Ms. Ray stated that she and other staff members oversee the strategic vision of the Northeastern Arizona Local Workforce Development Board and the Navajo County Health Department is under contract to provide the services to the job seekers in all three counties. The vision of the Northeastern Arizona Local Workforce Development Board is to: 1) serve as the strategic leader and convener of local workforce development system stakeholders, 2) partner with employers and with the workforce development system, 3) support regional economies, and development of sector strategies and career pathways, and 4) support high quality, customer-centered service delivery. Ms. Ray advised that the bylaws of the local governing board require that each county must have four business representatives serving on the local governing board. She added that it has been very difficult for Gila and Apache Counties to recruit business representatives resulting in the board being in non-compliance. The state has given the local governing board a waiver until March 31, 2020, to get into compliance. Ms. Ray stated that there are two open seats for Gila County business representatives, and she asked each Board

member if they could help with the recruitment efforts. She proceeded to explain the role and requirements for being a business representative. Ms. Ray advised that a job description for a business representative was given to the Clerk of the Board just before this meeting, and stated that it will be disseminated to each Supervisor and the County Manager. She reviewed the goals and strategies for the 2020-2024 Local Plan. Ms. Ray then talked specifically about Gila County. There have been 50 Gila County enrollments in the Adult, Dislocated Worker and Youth Programs, with 2 recent CDL (Commercial Driver's License) graduates who had immediate job offers. A strong partnership has been formed with the IBEW and presently there are 7 enrollees in the Electrical Apprenticeship Program. There will be a community job fair on March 4<sup>th</sup> in partnership with Miami High School. Vice-Chairman Martin asked Ms. Ray to provide a list of current board members to include their respective type of representation on the board and she asked for the Board to receive regular updates to which Ms. Ray agreed. Ms. Ray answered a few more questions of the Board and then each member thanked her for the presentation.

### **Item 3 – REGULAR AGENDA ITEMS:**

#### **A. Information/Discussion/Action to approve and authorize the Chairman's signature on the Arizona Department of Environmental Quality (ADEQ) Government Services Contract not to exceed \$15,000 whereby ADEQ will conduct a lead and asbestos survey on the building located at 621 W. Hwy 177, Hayden, Arizona.**

Chairman Cline advised that this requested Board action is to execute a contract with ADEQ to conduct a lead and asbestos survey on the building that is located next to the former Hayden motel, which was demolished last year. He explained that the process to get the building demolished will be the same process that was used for the demolition of the former Hayden motel. It is the intent of the County to work with ADEQ to have the building abated (if necessary), demolished and the debris from the demolition removed from the property. Upon motion by Vice-Chairman Martin, seconded by Supervisor Humphrey, the Board unanimously authorized the Chairman's signature on the Arizona Department of Environmental Quality (ADEQ) Government Services Contract not to exceed \$15,000.

#### **B. Information/Discussion/Action to approve Intergovernmental Agreement (IGA) No. 120119 with the Town of Winkelman for Justice Court case management of the Town's criminal misdemeanor and criminal traffic case filings and terminations and authorize the Chairman's signature on the IGA.**

Jordan Reardon, Globe Regional Justice of the Peace, advised that an operational review conducted by the Arizona Supreme Court last year found

the facilities of the Winkelman Municipal Court to be inadequate to handle criminal case processing primarily due to the lack of a digital recording system, absence of an attorney and language access services, and security concerns over the control of in-custody defendants. With this IGA, Judge Reardon explained that there will not be any additional charges to the municipality for the work, but rather the County would retain the fees and fines associated with those cases. He added that this IGA is the same as the one executed with the City of Globe last month. Upon motion by Supervisor Humphrey, seconded by Vice-Chairman Martin, the Board unanimously approved IGA No. 120119.

**C. 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, Finance Director, stated that the contract being presented to the Board “has much-needed revisions.” She stated that the County initially entered into a contract with Bose Public Affairs Group in 2009 and, at times, the contract has been revised. She requested the Board to terminate the existing contract which is based on an hourly charge for services and approve the new contract being presented which is on a retainer basis. She added that the contract will be administered by the County Manager so there are outcomes and reporting responsibility. Vice-Chairman Martin and Supervisor Humphrey were pleased with the terms of the new contract. Chairman Cline stated that he is curious to see how this contract will work out. He added that the County has a long list of projects of which Patty Power’s help will be needed so he is anxious to get those projects presented to the County Manager. He stated, “I will watch closely to see if we use her services and when we get to 2021 and see we don’t use her that much, that is another conversation. I agree to have it all channeled through James (Menlove) to have accountability.” Upon motion by Vice-Chairman Martin, seconded by Supervisor Humphrey, the Board unanimously approved Professional Services Contract No. 020120.

**D. Information/Discussion/Action to adopt Resolution No. 20-02-02 designating emergency voting centers for the March 17, 2020, Presidential Preference Election.**

Jacque Sanders, Deputy County Manager, District Librarian, presented this agenda item on behalf of Eric Mariscal, Elections Director, who was unable to attend the meeting. Ms. Sanders explained that a specific resolution must be adopted by the Board of Supervisors to designate emergency voting centers for a specific election. This resolution, if adopted, will establish emergency voting centers for the March 17, 2020, Presidential Preference Election. Upon motion

by Supervisor Humphrey, seconded by Vice-Chairman Martin, the Board unanimously adopted Resolution No. 20-02-02. **(A copy of the resolution is permanently on file in the Board of Supervisors' Office and attached to these minutes.)**

**E. Information/Discussion/Action to acknowledge receipt of the Gila County Homeless Task Force Strategic Plan 2019-2022 as submitted by the Community Services Department Director and as required by the Arizona Department of Housing.**

Malissa Buzan, Community Services Department Director, presented this agenda item. The Gila County Community Services Department has been identified by the State Continuum of Care as the local lead agency for Gila County. A Gila County Homeless Task Force was created and meets monthly with the goal to prevent and end homelessness in the geographic area of Gila County. Ms. Buzan advised that a strategic plan has been created to set goals as part of the Arizona Balance of State Continuum of Care funding guidelines. She added that the Gila County Homeless Task Force approved the Gila County Homeless Task Force Strategic Plan 2019-2022 on September 26, 2019. Ms. Buzan stated that because this task force has been established, 3 applications for funding were submitted to the state and 2 of them have been funded. Each Board member thanked Ms. Buzan for her efforts, and she replied that the credit must also be shared with her staff. Upon motion by Vice-Chairman Martin, seconded by Supervisor Humphrey, the Board unanimously acknowledged the Gila County Homeless Task Force Strategic Plan 2019-2022 as submitted by the Community Services Department Director and as required by the Arizona Department of Housing.

Chairman Cline advised that he received a public participation form from Jesse Bryant requesting to address Consent Agenda item 4A, specifically, the appointment of Ms. Daisy Flores as a Superior Court Judge *Pro Tempore*. Chairman Cline asked for a Board motion to move this item to the regular agenda so that Mr. Bryant would be provided an opportunity to make some comments. Upon motion by Supervisor Humphrey, seconded by Vice-Chairman Martin, the Board unanimously moved Consent Agenda item 4A to the regular agenda.

**4A. Approval of the appointment of Mr. Joe Albo, Ms. Daisy Flores and Mr. Gary V. Scales as Superior Court Judges *Pro Tempore* for the period of June 30, 2020, until July 1, 2021.**

Chairman Cline called on Mr. Jesse Bryant to address the Board. Mr. Bryant provided his name and home address for the record. Mr. Bryant stated that he is a reporter for X92.7 FM radio station in Globe. He stated, "I was wondering if somebody could explain who nominates these individuals for this position. Secondly, I was wondering if the Board has been aware of any concerns about

the suspected involvement of Ms. Flores in the alleged misappropriation of funds and abuses of authority by her husband, Dr. Tim Trent, while she was County Attorney and the Superintendent of the Globe School District and also, are there any concerns about such employment being a circumventing of the election process where the voters chose not to re-elect Ms. Flores as County Attorney? Thank you.” After a brief discussion between the Board members; James Menlove, County Manager; and Jefferson Dalton, Deputy Gila County Attorney, Civil Bureau Chief, the Board directed staff to obtain the answers to the questions. Upon motion by Vice-Chairman Martin, seconded by Supervisor Humphrey, the Board unanimously tabled Consent Agenda item 4A to the next Regular Meeting to allow staff time to provide answers to Mr. Bryant’s questions.

Supervisor Humphrey requested to make a comment on Consent Agenda items 4E and 4F, which was the respective appointment of Bryan Goslin to the Gila County Planning and Zoning Commission, and the Gila County Board of Adjustment. Mr. Goslin will be fulfilling the unexpired term of office on both boards that was previously held by Bill Marshall. Supervisor Humphrey publicly thanked Mr. Marshall for serving on these boards and he also thanked Mr. Goslin for agreeing to serve. It was mentioned that Mr. Marshall resigned from said Board to concentrate on his duties as a member of the Industrial Development Authority of the County of Gila, Arizona.

Chairman Cline asked for a motion on the remaining Consent Agenda action items.

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

**~~A. Approval of the appointment of Mr. Joe Albo, Ms. Daisy Flores and Mr. Gary V. Seales as Superior Court Judges Pro Tempore for the period of June 30, 2020, until July 1, 2021.~~** This agenda item was moved to the regular agenda and addressed prior to the Consent Agenda action items.

**B. Approval of Amendment No. 2 to Professional Services Contract No. 040519 with Collins & Collins, Attorneys at Law, to increase the contract by \$22,600 for a new contract amount not to exceed \$34,600 for the contract term July 1, 2019, to June 30, 2020.**

**C. Approval of Amendment No 3 to Professional Services Contract No. 051017 with Harriette P. Levitt to increase the contract by \$5,500 for the contract term of July 1, 2019, to June 30, 2020, due to the increased demand for appointments; amount not to exceed \$10,500 for the contract term July 1, 2019, to June 30, 2020.**

**D. Approval of Amendment No. 7 to Request for Qualified Vendor Agreement No. DDD 710000 between the Arizona Department of Economic Security, Division of Developmental Disabilities (DDD), and Gila County, Gila Employment and Special Training Division, to allow for the continued provision of DDD services to eligible residents of Gila County and remain in compliance with federal and state regulations and provisions of the Qualified Vendor Agreement.**

**E. Approval to appoint Bryan Goslin to the Gila County Planning and Zoning Commission to fulfill Bill Marshall's unexpired term of office that ends on December 31, 2022.**

**F. Approval to appoint Bryan Goslin to the Gila County Board of Adjustment to fulfill Bill Marshall's unexpired term of office that ends on December 31, 2021.**

**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 208-07-028 to A. Denton Cline.**

**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 208-07-029 to A. Denton Cline.**

**I. Approval of the Human Resources Department monthly activity reports for January 2020.**

#### **JANUARY 7, 2020**

##### **DEPARTURES:**

1. Brandon Allinson - Community Services - Community Services Worker - 12/20/19 - Supplemental Nutritional Assistance Program Fund - DOH 06/04/18
2. Saban Mata - Sheriff's Office - Detention Officer - 11/20/19 - General Fund - DOH 03/26/18

##### **NEW HIRES:**

3. Evan Schmitz - Health and Emergency Services - Environmental Health Specialist - 02/03/20 - Health Service Fund - Replacing Jennifer Hicklin
4. Clayton Huggins - Sheriff's Office - Detention Officer - 01/06/20 - General Fund - Replacing Mark Joerns

##### **END PROBATIONARY PERIOD:**

5. Fernando Morales - Public Works - Road Maintenance and Equipment Operator - 01/14/20 - Public Works Fund

OTHER ACTIONS:

6. David Falquez - Community Services - Temporary Mobile Crew - 01/01/20 - GEST Fund - Arizona minimum wage increase
7. Eric Butler - Community Services - Temporary Mobile Crew - 01/01/20 - GEST Fund - Arizona minimum wage increase
8. Rochelle Madrid - Facilities and Land Management - Custodian - 01/01/20 - Arizona minimum wage increase

**JANUARY 14, 2020**

NEW HIRES:

1. Victoria Waynick - Superior Court - Calendar Administrator - 01/13/20 - General Fund - Replacing Manuel Lopez
2. Jennifer Fansler - Clerk of Superior Court - Court Clerk - 01/20/20 - General Fund - Replacing Chrystelle Crick
3. Shawnelle Garcia - Clerk of Superior Court - Court Clerk - 01/20/20 - General Fund - Replacing Adriean Rutledge
4. Casey Clifton - Community Development - Zoning and Building Inspector - 01/20/20 - General Fund - Replacing Thomas Piazza

END PROBATIONARY PERIOD:

5. Patricia Valenzuela - Public Works - GIS Technician - 01/28/20 - General Fund
6. Charity Dale - Sheriff's Office - Administrative Clerk - 01/07/20 - General Fund
7. Deeshiaha Jurhs - Sheriff's Office - Accounting Clerk Specialist - 02/04/20 - General Fund
8. Chebel Trimble - Sheriff's Office - Records Clerk - 02/04/20 - General Fund

DEPARTMENTAL TRANSFERS:

9. Joseph Williams - Assessor's Office - From Chief Deputy Assessor - To Assessor - 01/01/20 - General Fund - Replacing Deborah Hughes
10. Adriean Rutledge - Clerk of Superior Court - From Court Clerk - To Court Administrative Assistant - 01/20/20 - General Fund - Replacing Jolene Myers
11. Steven Jensen - Assessor's Office - From Chief Appraiser - Chief Deputy Assessor - 01/01/20 - General Fund - Replacing Joseph Williams

OTHER ACTIONS:

12. Danielle Rocha - Clerk of Superior Court - Court Clerk - 01/02/20 - General Fund - Extending probationary period an additional six months

REQUEST TO POST:

13. Superior Court - Court Case Management System Trainer - Vacated by Danny McKeen

## **JANUARY 21, 2020**

### **DEPARTURES:**

1. Roy Bruno - Probation - Juvenile Detention Officer - 01/07/20 - General Fund - DOH 11/23/15
2. Brenda Dominguez - County Attorney's Office - Legal Secretary Senior - 01/16/20 - General Fund - DOH 11/25/19

### **NEW HIRES:**

3. Michael Wicks - Public Works - Automotive Mechanic - 01/20/20 - Fleet Management Fund - Replacing Rusty Merchant
4. Regina Gregory - Superior Court - Administrative Clerk Senior - 02/03/20 - CASA (.50) / Court Improvement Project (.50) Funds - Replacing Judy Alexander

### **TEMPORARY HIRES TO COUNTY SERVICES:**

5. Samantha Irish - County Attorney's Office - Temporary Administrative Clerk - 01/27/20 - Deferred Prosecution Program Fund - Replacing Maria Cook

### **END PROBATIONARY PERIOD:**

6. Rusty Merchant - Public Works - Vehicle and Equipment Mechanic Senior - 01/28/20 - Public Works Fund
7. Taylor Perez - Health and Emergency Services - Community Health Specialist - 01/22/20 - Community Health Grant Fund

### **OTHER ACTIONS:**

8. Eric Avalos - Sheriff's Office - Deputy Sheriff - 12/23/19 - General Fund - Change in overtime fund

### **REQUEST TO POST:**

County Attorney's Office - Legal Secretary - Vacated by Brenda Dominguez

## **JANUARY 28, 2020**

### **NEW HIRES:**

1. Steven Saiz - Public Works - Road Maintenance Worker - 02/03/20 - Public Works Fund - Replacing Fernando Morales

### **TEMPORARY HIRES TO COUNTY SERVICES:**

2. Carol Broeder - Elections - Temporary Administrative Clerk - 01/27/20 - General Fund - Replacing Beverly Hawkins

### **END PROBATIONARY PERIOD:**

3. Jerry Moore - Facilities and Land Management - Building Maintenance Supervisor - 01/22/20 - Facilities Management Fund
4. Israel Juarez - Sheriff's Office - Deputy Sheriff - 02/04/20 - General Fund



5. Jared Osborn - Sheriff's Office - Detention Officer Lt. - 01/23/20 - General Fund

DEPARTMENTAL TRANSFERS:

6. Yvette Hoffman - Payson Justice Court - From Justice Court Clerk Senior - To Justice Court Clerk Lead - 03/02/20 - General Fund - Replacing Cheri Heppler

7. Savannah Barajas - Health and Emergency Services - Administrative Clerk Senior - 01/20/20 - From Health Service Fund - To Immunization(.50)/Private Stock Vaccines(.50) Funds - Replacing Stella Gore

OTHER ACTIONS:

8. Thoreina Hensley - Sheriff's Office - Deputy Sheriff Detective - 12/16/19 - General Fund - Change in overtime fund

9. Andrew Marchesseault - Sheriff's Office - From Deputy Sheriff - To Deputy Sheriff Detective - 02/03/20 - General Fund - Special assignment

REQUEST TO POST:

10. Payson Justice Court - Justice Court Clerk Senior - Vacated by Yvette Hoffman

11. Clerk of Superior Court - Courtroom Clerk Title IV-D - Vacated by Stephanie Perez

**J. Approval of finance reports/demands/transfers for the month of January 2020.**

Approve demands and budget amendments for operating transfers. Warrant numbers 300708 through 300799, 300801 through 300805, 300807 through 301097, and 301099 through 301223 totaling \$3,899,304.01 for the period 01-01-20 through 01-31-20.

Pursuant to A.R.S. §11-217(C), the published minutes shall include all demands and warrants approved by the Board in excess of one thousand dollars except that multiple demands and warrants from a single supplier or individual under one thousand dollars whose cumulative total exceeds one thousand dollars in a single reporting period shall also be published. **(A listing of issued warrants and voided warrants is permanently attached to these minutes.)**

**K. Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the month of January 2020.**

Upon motion by Supervisor Humphrey, seconded by Vice-Chairman Martin, the Board unanimously approved Consent Agenda items 4B-4K.

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

There weren't any public comments.

**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 presented a summary of current events.

Chairman Cline asked for a motion to go into executive session to address item 7A. Upon motion by Supervisor Humphrey, seconded by Vice-Chairman Martin, the Board unanimously voted to go into executive session at 11:20 a.m.

**Item 7 - EXECUTIVE SESSION:**

**A. Information/Discussion/Action to vote to hold an executive session under A.R.S. § 38-431.03(A)(3) and (4) for discussion and consultation to obtain legal advice from the Board's attorneys regarding the Mutual Release and Settlement Agreement concerning Ray Stephens, Jr. and Julie La Magna, and in order for the Board to consider its position and instruct its attorneys regarding the Board's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation, or in settlement discussions in order to avoid or resolve litigation.**

Chairman Cline reconvened the meeting at 12:12 p.m. and asked for a motion on item 7A. Upon motion by Supervisor Humphrey, seconded by Vice-Chairman Martin, the Board unanimously directed the Deputy Gila County Attorney, Civil Bureau Chief, to proceed as directed in the executive session.

There being no further business to come before the Board of Supervisors, Chairman Cline adjourned the meeting at 12:12 p.m.

APPROVED:

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Woody Cline, Chairman

ATTEST:

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Marian Sheppard, Clerk of the Board

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

Date: February 25, 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

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PRESENT: Woody Cline, Chairman (via ITV); Tommie C. Martin, Vice-Chairman (via phone); and Tim R. Humphrey, Member.

STAFF PRESENT: W. James Menlove, County Manager (via ITV); Jefferson R. Dalton, Deputy Gila County Attorney, Civil Bureau Chief; Charles Shire, Deputy Gila County Attorney Senior-Civil (via ITV); Marian Sheppard, Clerk of the Board; and Melissa Henderson, Deputy Clerk of the Board.

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

Chairman Cline called the Special Meeting to order at 10:00 a.m. this date in the Board of Supervisors' hearing room and he led the Pledge of Allegiance.

**Item 2 – PRESENTATIONS:**

**A. Presentation of information on the Census 2020 Complete Count Committee for Gila County.**

Paul Wolterbeek, Gila County Public Communications Manager, advised that the Board of Supervisors created the Census 2020 Complete Count Committee (Committee) in 2018. The primary purpose of forming the Committee was to bring together a cross-section of community leaders to focus on 2020 Census awareness and to design and implement a census awareness campaign targeted to the community to increase response rates for the 2020 Census. Mr. Wolterbeek introduced the following Committee members who were present at the meeting: Kodee Goseyun, Vonda Dona, Stephanie Titla and Michelle Yerkovich.

A summary of the information presented by Mr. Wolterbeek is as follows: Census Day is on April 1, 2020. Self-response will begin on March 12, 2020, and it ends on July 31, 2020. There are four ways to respond to census

questions: secure internet, respond by phone, respond by mail or an in-person interview. The Committee has been actively participating in events since May 2019 to promote the 2020 Census. Flyers have been purchased and distributed along with other purchases of materials to promote the census. For every Arizonan who does not respond to the census, the state stands to lose \$995 per person in federal funding.

Mr. Wolterbeek reviewed the various events that will take place in Gila County of which there will be Committee representation to promote participation in the 2020 Census. He talked about ROAM (Response Outreach Area Mapper) that is available at [census.gov/roam](https://census.gov/roam). This map of Arizona identifies hard-to-survey areas. Learning about each hard-to-survey area allows the U.S. Census Bureau to create a tailored communication and partnership campaign, and to plan for field resources including hiring staff with language skills. These and other efforts can improve response rates. Each Board member thanked Mr. Wolterbeek and the members of the Committee for their efforts to promote the 2020 Census.

### **Item 3 – REGULAR AGENDA ITEMS:**

#### **A. Information/Discussion/Approval to appoint Mr. Joe Albo, Ms. Daisy Flores and Mr. Gary V. Scales as Superior Court Judges *Pro Tempore* for the period of June 30, 2020 until July 1, 2021.**

Chairman Cline began reading this agenda item aloud when Supervisor Humphrey advised that Jesse Bryant submitted a public participation form to address this agenda item. Chairman Cline continued reading the agenda item and then asked Mr. Bryant if he wanted to make comments. Mr. Bryant replied that he may want to make comments depending on how the questions are answered that he asked during the previous meeting of the Board of Supervisors.

Jonathan Bearup, Court Administrator, commented that this agenda item was tabled at the Board's February 18, 2020, meeting to allow staff time to obtain answers to Mr. Bryant's questions. Mr. Bearup advised that he was prepared to field any questions. He stated that on an annual basis, the Superior Court Judges Pro Tempore are appointed by the Arizona Supreme Court. That Court requires a request from the presiding judge and Board of Supervisors' approval before the Court issues an administrative order to reappoint a judge pro tempore. The Superior Court in Gila County adopted a policy for selecting judges. It is Superior Court Administrative Order No. 2017-2 entitled "Selection of Special Judicial Officers." The policy is founded on the following authorities: Arizona Revised Statute (A.R.S.) § 12-144; Arizona Constitution, Article 6, Sections 31 and 41; and Arizona Code of Judicial Administration, Section 1-305. Mr. Bearup advised that Gila County's policy was vetted through the Administrative Office of the Courts before being adopted. He

stated that in this instance the policy requires public notice, advertisement, evaluation of the candidates' credentials, interview by the Court Administrator, and then an interview and selection by the presiding judge. Mr. Bearup added that all superior courts throughout Arizona employ judges pro tempore and are subject to the very same requirements and authorities. Chairman Cline asked each Board member if they had questions, which they didn't so he called on Mr. Bryant. Mr. Bryant stated that Mr. Bearup had answered one of the three questions he asked at the previous Board meeting. Mr. Bryant asked "Are there any concerns, as I stated before, to the Board concerning the past documented incidents? Is there a concern with the Board of whether appointing, in this situation as a circumventing of the election process, in this specific incident concerning Ms. Flores?" Chairman Cline replied that the Supervisors would not be providing any comments on Mr. Bryant's questions and he asked for a motion from the Board. Upon motion by Supervisor Humphrey, seconded by Vice-Chairman Martin, the Board unanimously approved the appointments of Mr. Joe Albo, Ms. Daisy Flores and Mr. Gary V. Scales as Superior Court Judges *Pro Tempore* for the period of June 30, 2020 until July 1, 2021.

**B. Information/Discussion regarding a projected shortfall in funding for the Young Public School District and a possible short-term solution.**

James Menlove, County Manager, stated that the Young Public School District (YPSD) is having difficulty meeting expenses although they have not increased. He advised that the YPSD has been working with the Arizona Superintendent of Public Instruction; Roy Sandoval, Gila County School Superintendent; and the Board of Supervisors to find a long-term solution to their funding shortages. To address the short-term issues, Mr. Menlove recently learned that the Gila County Treasurer has established a line of credit for the schools, which will help address the YPSD's short-term issues. Chairman Cline thanked Mr. Menlove and Mr. Sandoval for working on this issue. He is thankful that the line of credit through the Treasurer's Office is available to address the YPSD's short-term issues, but is concerned that this school and others in rural Gila County may fall into the same situation next year. Chairman Cline and Mr. Sandoval are talking with staff from the Arizona Superintendent of Public Instruction to obtain a better understanding of the finance process for schools as it is different than counties. Mr. Menlove added that he spoke with the Arizona Auditor General's Office yesterday and they are willing to educate the County on the finance process for schools.

At 10:22 a.m. Chairman Cline asked Vice-Chairman Martin whether she had any comments on this issue; however, she did not respond, and it was discovered that the phone call was disconnected. Vice-Chairman Martin could not be reached for the remainder of the meeting.

**Item 4 – CALL TO THE PUBLIC:** Call to the Public is held for public benefit to allow individuals to address the Board of Supervisors on any issue within the jurisdiction of the Board of Supervisors. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), at the conclusion of an open call to the public, individual members of the Board of Supervisors may respond to criticism made by those who have addressed the Board, may ask staff to review a matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.

There wasn't any public comment.

**Item 5 - At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the County Manager may present a brief summary of current events. No action may be taken on the information presented.**

The County Manager and Supervisors Humphrey and 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 10:38 a.m.

APPROVED:

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Woody Cline, Chairman

ATTEST:

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Marian Sheppard, Clerk of the Board

**ARF-5893**

**Consent Agenda Item 4. G.**

**Regular BOS Meeting**

**Meeting Date:** 03/10/2020

**Reporting Period:** January 2020

**Submitted For:** Anita Escobedo, Clerk of the Superior Court

**Submitted By:** Esther Canez, Chief Deputy Clerk of the Superior Court

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**Information**

**Subject**

Clerk of the Superior Court's Office Monthly Report for January 2020

**Suggested Motion**

Acknowledgment of the January 2020 monthly activity report submitted by Clerk of the Superior Court's Office.

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**Attachments**

Clerks Report January 2020

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**IN THE SUPERIOR COURT OF THE STATE OF ARIZONA  
IN AND FOR THE COUNTY OF GILA**

**- - - - -**

**CLERK'S REPORT  
FOR  
JANUARY 2020**

**TO THE HONORABLE BOARD OF SUPERVISORS:**

**I herewith present the annexed report as and for a true and correct account of all fees earned and collected by me as Clerk of the Superior Court.**


A handwritten signature in cursive script, appearing to read "Anita Escobedo", written over a horizontal line.

**ANITA ESCOBEDO**  
**Clerk of the Superior Court**  
**of Gila County, Arizona**

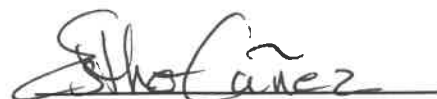
STATE OF ARIZONA     )  
                                      ) ss:  
County of Gila         )

ANITA ESCOBEDO, being first duly sworn according to law, deposes and says:

That she is the Clerk of the Superior Court of the State of Arizona, in and for the County of Gila, and that the annexed and foregoing report contains a true and correct statement of all fees collected by her in the office of said Clerk during the month of January 2020.

  
ANITA ESCOBEDO  
Clerk of the Superior Court  
of Gila County, Arizona

SUBSCRIBED AND SWORN to before me this 4th day of February 2020.

  
ESTHER CANEZ  
Chief Deputy

# Summary Allocation by Agency Report

GILA COUNTY SUPERIOR COURT

Report generated on : 2/3/2020 10:51:08 AM

Criteria : From Date : 1/1/2020 To Date : 1/31/2020

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
<b>Agency Name :</b>									
		5555	HOLD ACCOUNT	\$1622.50		(\$1054.50)		\$568.00	\$0.00
			<b>SubTotal:</b>	<b>\$1622.50</b>		<b>(\$1054.50)</b>		<b>\$568.00</b>	<b>\$0.00</b>
<b>Agency Name : BOND POSTED - THIS COURT</b>									
ZBND	BOND POSTED - THIS COURT	ZBND	BOND POSTED - THIS COURT	\$41868.00			(\$25000.00)	\$16868.00	\$0.00
			<b>SubTotal:</b>	<b>\$41868.00</b>			<b>(\$25000.00)</b>	<b>\$16868.00</b>	<b>\$0.00</b>
<b>Agency Name : D.A.R.E. PROGRAM</b>									
ZDARE	D.A.R.E. PROGRAM	ZDARE	D.A.R.E. PROGRAM	\$50.00				\$50.00	\$0.00
			<b>SubTotal:</b>	<b>\$50.00</b>				<b>\$50.00</b>	<b>\$0.00</b>
<b>Agency Name : ELECTED OFFICIALS RETIRE. FUND</b>									
ZEORF	ELECTED OFFICIALS RETIRE. FUND	ZEORF	ELECTED OFFICIALS RETIRE. FUND	\$2635.77		\$43.61		\$2679.38	\$133.97
		ZEORP	ELECTED OFFICIALS RETIREMENT PLAN (EMPLOYERS CONTRIBUTIONS)	\$1100.62		\$18.57		\$1119.19	\$55.96
			<b>SubTotal:</b>	<b>\$3736.39</b>		<b>\$62.18</b>		<b>\$3798.57</b>	<b>\$189.93</b>
<b>Agency Name : GILA COUNTY TREASURER</b>									
ZCNTY	GILA COUNTY TREASURER	ZOS2	2011 ADDTNL ASSMNT-CNTY TRSR	\$6.07				\$6.07	\$0.30
		ZOS1	2011 ADDTNL ASSMNT-STATE TRSR	\$48.61				\$48.61	\$2.43
		ZVAPB	30% INTERSTATE COMPACT	\$21.00				\$21.00	\$1.05
		ZIAAF	ADMINISTRATIVE INDIGENT ASSESSMENT	\$457.15				\$457.15	\$0.00
		ZADPS	ADPS FORENSICS FUND (12-116.01K)	\$4.11				\$4.11	\$0.21

# 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	ZADR	ALTER. DISPUTE RESOLUTION FUND	\$61.26		\$1.00		\$62.26	\$3.11
		ZATT	ATTORNEY FEE REIMBURSEMENT	\$1320.00				\$1320.00	\$0.00
		ZALTF	AZ LENGTHY TRIAL FUND	\$676.51		\$15.00		\$691.51	\$34.58
		ZFEE	BASE FEES (GENERAL FUND)	\$5586.49		\$91.50		\$5677.99	\$283.90
		ZFINE	BASE FINES	\$8429.99		\$65.50		\$8495.49	\$424.77
		ZFORF	BOND FORFEITURES				\$25000.00	\$25000.00	\$1250.00
		ZCIEF	CHILDREN ISSUES EDUC FUND	\$175.24				\$175.24	\$8.76
		ZCEF	CLEAN ELECTIONS FUND	\$819.94				\$819.94	\$0.00
		ZCIF	CONFIDENTIAL INTERMEDIARY FUND	\$44.60		\$0.73		\$45.33	\$2.27
		ZCLLF	COUNTY LAW LIBRARY FUND	\$2633.62		\$43.61		\$2677.23	\$133.86
		ZCJEF	CRIMINAL JUSTICE ENHANCE FUND	\$3876.26				\$3876.26	\$193.81
		ZDNAS	DNA STATE SURCHARGE	\$418.21				\$418.21	\$20.91
		ZDS	DOCUMENT STOR. & RETRIEVAL FND	\$1216.92		\$15.00		\$1231.92	\$61.60
		ZDVCA	DOM. VIOL.-CHLD ABUSE PREV FND	\$332.66		\$5.51		\$338.17	\$16.91
		ZDREF	DOMESTIC RELATIONS EDUCATION	\$63.16				\$63.16	\$3.16
		ZDVSF2	DOMESTIC VIOLENCE SERVICE FUND	\$1500.71		\$25.31		\$1526.02	\$76.30
		ZDVSF	DOMESTIC VIOLENCE SHELTER FUND	\$28.50				\$28.50	\$1.43
		ZDECJ	DRUG & GANG ENFORCEMENT FINES	\$169.44				\$169.44	\$8.47
		ZDGEF	DRUG & GANG ENFORCEMENT FUND	\$4.21				\$4.21	\$0.21

# 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	\$314.00				\$314.00	\$0.00
		ZFAR3	ENHANCED FARE SPECIAL COLLECTIONS	\$834.69				\$834.69	\$0.00
		ZCSVF	EXPEDITED CHILD SUPPORT AND	\$233.66				\$233.66	\$11.68
		ZWITN	EXPERT WITNESS FUND	\$790.00				\$790.00	\$0.00
		ZEXAP	EXTRA ADULT PROBATION ASMNT	\$0.27				\$0.27	\$0.01
		ZEXJU	EXTRA JUV PROBATION ASMNT	\$8.95				\$8.95	\$0.45
		ZFAR2	FARE DELINQUENCY FEE	\$51.81				\$51.81	\$0.00
		ZFAR1	FARE SPEC COLLECTIONS	\$765.95				\$765.95	\$0.00
		ZFTGS	FILL-THE-GAP SURCHARGE (7%)	\$573.89				\$573.89	\$28.69
		ZCC	GEN JURIS CONCILIATION COURT	\$1185.47				\$1185.47	\$59.27
		ZGCAT	GILA COUNTY ATTORNEY - 60%	\$4308.79		\$120.00		\$4428.79	\$0.00
		ZGCLK	GILA COUNTY CLERK OF THE COURT - 10%	\$718.12		\$20.00		\$738.12	\$0.00
		ZGCSC	GILA COUNTY SUPERIOR COURT - 30%	\$2154.43		\$60.00		\$2214.43	\$0.00
		ZJCLF	JUDIC. COLLECT. ENHANCE. FUND - LOCAL	\$1294.14		\$21.42		\$1315.56	\$65.78
		ZJCSF	JUDIC. COLLECT. ENHANCE. FUND - STATE	\$3288.25		\$54.55		\$3342.80	\$167.14
		ZJCL	JUDICIAL COLLECT ENHANCE FUND - LOCAL	\$94.50		(\$10.00)		\$84.50	\$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	\$175.50		(\$22.00)		\$153.50	\$0.00
		ZJDU	JUVENILE DIVERSN FUND UNDER \$40	\$600.00		\$350.00		\$950.00	\$47.50
		ZJS	JUVENILE PROBATION SERV FEES	\$72.26				\$72.26	\$3.61
		ZMSEF	MEDICAL SERVICES ENHANCE FUND	\$1072.05				\$1072.05	\$53.60
		ZMISC	MISCELLANEOUS FEES	\$1.61				\$1.61	\$0.08
		ZOS3	OFFCR SAFETY EQUIP-CITY POLICE	\$4.00				\$4.00	\$0.20
		ZOS5	OFFCR SAFETY EQUIP-DPS	\$0.99				\$0.99	\$0.05
		ZOS4	OFFCR SAFETY EQUIP-SHERIFF	\$19.30				\$19.30	\$0.97
		ZPP	PASSPORT APPLICATION FEES	\$1785.00				\$1785.00	\$89.25
		ZPCOF	PRISON CONSTRUCTION AND	\$915.95				\$915.95	\$45.80
		ZPBA	PROBATION FEE ADULT	\$10482.58		\$81.50		\$10564.08	\$528.20
		ZPUBZ	PUBLIC DEFENDER FEES	\$300.00				\$300.00	\$0.00
		ZPSEF	PUBLIC SAFETY EQUIPMENT FUND	\$436.86				\$436.86	\$0.00
		ZRCF	RESOURCE CENTER FUND	\$218.88		\$3.69		\$222.57	\$11.13
		ZSMEN	SPOUSAL MAINTENANCE FUND	\$91.17				\$91.17	\$4.56
		ZTECH	TECHNICAL REGISTRATION FUND	\$20.59				\$20.59	\$1.03
		ZVCAF	VICTIM COMPENSATION AND ASSISTANCE FUND	\$0.23				\$0.23	\$0.01
		ZVAF	VICTIMS ASSISTANCE FUND	\$49.00				\$49.00	\$2.45

# 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	ZVREA	VICTIMS RIGHTS ENFORCEMENT FUND	\$2.65				\$2.65	\$0.13
		ZVRF	VICTIM'S RIGHTS FUND	\$0.39				\$0.39	\$0.02
		ZVRIF	VICTIMS RIGHTS IMPLEMENTATION	\$100.00		\$50.00		\$150.00	\$7.50
		ZGFDU	XTRA DUI ASSMT	\$25.47				\$25.47	\$1.27
		ZPRS9	ZPRS9	\$133.86				\$133.86	\$6.69
			<b>SubTotal:</b>	<b>\$61019.92</b>		<b>\$992.32</b>	<b>\$25000.00</b>	<b>\$87012.24</b>	<b>\$3665.11</b>
<b>Agency Name : MISCELLANEOUS - TRUST</b>									
ZMIST	MISCELLANEOUS - TRUST	ZMIST	MISCELLANEOUS - TRUST	\$44.00				\$44.00	\$0.00
			<b>SubTotal:</b>	<b>\$44.00</b>				<b>\$44.00</b>	<b>\$0.00</b>
<b>Agency Name : RESTITUTION</b>									
ZREST	RESTITUTION	ZREST	RESTITUTION	\$5985.07				\$5985.07	\$0.00
			<b>SubTotal:</b>	<b>\$5985.07</b>				<b>\$5985.07</b>	<b>\$0.00</b>
			<b>Grand Total:</b>	<b>\$114325.88</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$114325.88</b>	<b>\$3855.04</b>
Less Shaded Areas:									
Bonds								-\$16868.00	
Restitution								-\$ 5985.07	
Miscellaneous Trust								-\$ 44.00	
D.A.R.E.								-\$ 50.00	
Hold								-\$ 568.00	
Elected Official								-\$ 3798.57	
								<u>\$87012.24</u>	



**ARF-5911**

**Consent Agenda Item 4. H.**

**Regular BOS Meeting**

**Meeting Date:** 03/10/2020

**Reporting Period:** Recorder's Office Monthly Report for January 2020

**Submitted For:** Sadie Bingham, Recorder

**Submitted By:** Charlotte Williams, Chief Deputy Recorder

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**Information**

**Subject**

Recorder's Office Monthly Report for January 2020.

**Suggested Motion**

Acknowledgment of January 2020 monthly activity report submitted by the Recorder's Office.

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**Attachments**

January 2020

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# Gila County Recorder

REPORT FOR THE MONTH OF JANUARY 2020

I, SADIE JO BINGHAM, Recorder in and for the County of Gila, State of Arizona hereby state and certify that the fees earned for this month are as set forth in the attached report.

Sadie Jo Bingham, Gila County Recorder

# Bank Deposit

From 01/01/2020 To 01/31/2020

## Deposit Totals

Payment Type	Actual Total	Adjusted Total
Cash	\$1,896.00	
Check	\$67,371.00	
Credit Card	\$1,339.00	
Electronic Transfer	\$20,505.00	
Total Deposit	\$91,111.00	

## Included Tills

Bank Deposit	Deposited	Till	Expected	Actual	Adjusted	Bank Account
6690	Jan 2, 2020	4_ReceiptStation1_Thu / 6483	\$396.00	\$396.00		Bank Account
6691	Jan 2, 2020	14_Payson_Thu / 6484	\$936.00	\$936.00		Bank Account
6692	Jan 3, 2020	5_ReceiptStation1_Fri / 6486	\$972.00	\$972.00		Bank Account
6693	Jan 3, 2020	15_Payson_Fri / 6485	\$969.00	\$969.00		Bank Account
6694	Jan 6, 2020	11_Payson_Mon / 6488	\$792.00	\$792.00		Bank Account
6695	Jan 6, 2020	1_ReceiptStation1_Mon / 6487	\$1,345.00	\$1,345.00		Bank Account
6696	Jan 7, 2020	2_ReceiptStation1_Tue / 6490	\$845.00	\$845.00		Bank Account
6697	Jan 7, 2020	12_Payson_Tue / 6489	\$855.00	\$855.00		Bank Account
6701	Jan 8, 2020	3_ReceiptStation1_Wed / 6491	\$682.00	\$682.00		Bank Account
6702	Jan 8, 2020	13_Payson_Wed / 6492	\$1,095.00	\$1,095.00		Bank Account
6703	Jan 9, 2020	4_ReceiptStation1_Thu / 6494	\$175.00	\$175.00		Bank Account
6704	Jan 9, 2020	14_Payson_Thu / 6495	\$825.00	\$825.00		Bank Account
6705	Jan 10, 2020	15_Payson_Fri / 6497	\$720.00	\$720.00		Bank Account
6707	Jan 13, 2020	1_ReceiptStation1_Mon / 6498	\$2,006.00	\$2,006.00		Bank Account
6708	Jan 13, 2020	11_Payson_Mon / 6499	\$855.00	\$855.00		Bank Account
6709	Jan 10, 2020	5_ReceiptStation1_Fri / 6496	\$15,272.50	\$15,272.50		Bank Account
6710	Jan 14, 2020	2_ReceiptStation1_Tue / 6500	\$1,482.00	\$1,482.00		Bank Account
6711	Jan 14, 2020	12_Payson_Tue / 6501	\$1,320.00	\$1,320.00		Bank Account
6712	Jan 15, 2020	3_ReceiptStation1_Wed / 6502	\$1,586.00	\$1,586.00		Bank Account
6713	Jan 15, 2020	13_Payson_Wed / 6503	\$1,382.00	\$1,382.00		Bank Account
6714	Jan 16, 2020	4_ReceiptStation1_Thu / 6505	\$1,846.00	\$1,846.00		Bank Account
6715	Jan 16, 2020	14_Payson_Thu / 6504	\$871.00	\$871.00		Bank Account
6716	Jan 17, 2020	5_ReceiptStation1_Fri / 6506	\$1,248.00	\$1,248.00		Bank Account
6717	Jan 17, 2020	15_Payson_Fri / 6507	\$1,212.00	\$1,212.00		Bank Account
6718	Jan 21, 2020	12_Payson_Tue / 6509	\$1,592.00	\$1,592.00		Bank Account
6719	Jan 21, 2020	1_ReceiptStation1_Mon / 6508	\$49,281.50	\$49,281.50		Bank Account
6720	Jan 22, 2020	3_ReceiptStation1_Wed / 6510	\$3,417.00	\$3,417.00		Bank Account
6721	Jan 22, 2020	13_Payson_Wed / 6511	\$570.00	\$570.00		Bank Account
6722	Jan 23, 2020	14_Payson_Thu / 6513	\$1,302.00	\$1,302.00		Bank Account
6723	Jan 23, 2020	4_ReceiptStation1_Thu / 6512	\$1,436.00	\$1,436.00		Bank Account
6724	Jan 24, 2020	5_ReceiptStation1_Fri / 6514	\$1,611.00	\$1,611.00		Bank Account
6725	Jan 24, 2020	15_Payson_Fri / 6515	\$1,291.00	\$1,291.00		Bank Account
6727	Jan 27, 2020	11_Payson_Mon / 6517	\$726.00	\$726.00		Bank Account
6728	Jan 28, 2020	2_ReceiptStation1_Tue / 6518	\$1,583.00	\$1,583.00		Bank Account
6729	Jan 28, 2020	12_Payson_Tue / 6519	\$1,265.00	\$1,265.00		Bank Account
6730	Jan 27, 2020	1_ReceiptStation1_Mon / 6516	\$2,100.00	\$2,100.00		Bank Account
6731	Jan 29, 2020	3_ReceiptStation1_Wed / 6520	\$2,628.00	\$2,628.00		Bank Account
6732	Jan 30, 2020	14_Payson_Thu / 6522	\$690.00	\$690.00		Bank Account
6733	Jan 30, 2020	4_ReceiptStation1_Thu / 6521	\$1,387.00	\$1,387.00		Bank Account
6734	Jan 31, 2020	5_ReceiptStation1_Fri / 6523	\$873.00	\$873.00		Bank Account
6735	Jan 31, 2020	15_Payson_Fri / 6524	\$1,244.00	\$1,244.00		Bank Account
6736	Jan 31, 2020	previousday / 6527	\$1,320.00	\$1,320.00		Bank Account

# Bank Deposit

From 01/01/2020 To 01/31/2020

Total	\$114,004.00	\$114,004.00
Non-Deposit Total	(\$22,893.00)	(\$22,893.00)
<b>Deposit Total</b>	<b>\$91,111.00</b>	<b>\$91,111.00</b>
Total Till Over/Short		\$0.00

## Journal Activity

Account		Debits	Credits	Net
<b>Invalid</b>				
creditcard	????	\$1,339.00	\$0.00	\$1,339.00
	<b>Total</b>	<b>\$1,339.00</b>	<b>\$0.00</b>	<b>\$1,339.00</b>
<b>Asset</b>				
1005SuspensePrePayAccounts	1005 Suspense - Prepay	\$2,388.00	(\$1,200.00)	\$1,188.00
Cash	Cash/Check	\$69,267.00	\$0.00	\$69,267.00
D-1005-120-01-4612-023	Recording Fee (deferred)	\$22.00	(\$22.00)	\$0.00
D-7145-120-01-4775-004	Recorder Storage and Retrieval (deferred)	\$8.00	(\$8.00)	\$0.00
ETransfer	Electronic Transfers	\$20,505.00	\$0.00	\$20,505.00
	<b>Total</b>	<b>\$92,190.00</b>	<b>(\$1,230.00)</b>	<b>\$90,960.00</b>
<b>Liability</b>				
1005SuspenseChargeAccounts	1005 Suspense - Charge	\$30.00	(\$30.00)	\$0.00
	<b>Total</b>	<b>\$30.00</b>	<b>(\$30.00)</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	(\$1,244.00)	(\$1,244.00)
1005-120-01-4612-002	Certified Seal	\$0.00	(\$42.00)	(\$42.00)
1005-120-01-4612-003	Postage	\$0.00	(\$3.00)	(\$3.00)
1005-120-01-4612-012	Overpayment	\$0.00	(\$4.00)	(\$4.00)
1005-120-01-4612-018	Misc Fees (Notification)	\$0.00	(\$12.00)	(\$12.00)
1005-120-01-4612-023	Recording Fee	\$0.00	(\$25,905.00)	(\$25,905.00)
1005-120-01-4612-023-1	General Fund - Voter	\$0.00	(\$34,356.00)	(\$34,356.00)
7145-120-01-4775-004	Recorder Storage and Retrieval	\$0.00	(\$4,056.00)	(\$4,056.00)
7146-120-01-4612	Mining Fees	\$0.00	(\$3.00)	(\$3.00)
7146-120-01-4776-009	State Mining Fees	\$0.00	(\$12.00)	(\$12.00)
7147-120-01-4612-018	Voter	\$0.00	(\$25,767.00)	(\$25,767.00)
7147-120-01-4774-031	Miscellaneous	\$0.00	(\$895.00)	(\$895.00)
eRecording	eRecording	\$20,475.00	(\$20,475.00)	\$0.00
	<b>Total</b>	<b>\$20,475.00</b>	<b>(\$112,774.00)</b>	<b>(\$92,299.00)</b>
	<b>Total</b>	<b>\$114,034.00</b>	<b>(\$114,034.00)</b>	<b>\$0.00</b>

## Range Summary

Range	Account	Debits	Credits	Net
<b>Cash/Check</b>				
	Cash Cash/Check	\$69,267.00	\$0.00	\$69,267.00
	<b>Range Total</b>	<b>\$69,267.00</b>	<b>\$0.00</b>	<b>\$69,267.00</b>

## House Account Summary

Gila County AZ Recorder

For the Period of 01/01/2020 - 01/31/2020

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	(45.00)	10.00	0.00	(35.00)
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	(26.00)	571.00	(1,000.00)	(455.00)
CRSI	Colorado Records Sooner Inc	(30.00)	0.00	0.00	(30.00)
CTS	COMPLETE TITLE SOLUTIONS	(51.00)	4.00	0.00	(47.00)
D2	D2 SURVEYING LLC	(142.00)	3.00	0.00	(139.00)
D3	D3 Title Agency	(100.00)	0.00	0.00	(100.00)
DS	DATA SERVICES	(1,000.00)	7,560.00	(7,560.00)	(1,000.00)
EMP	EMPIRE WEST TITLE AGENCY LLC	(101.00)	3.00	0.00	(98.00)
EPN	eRecording Partners Network	(1,000.00)	1,080.00	(1,080.00)	(1,000.00)
EQUIT	EQUITY SERVICES	(50.00)	0.00	0.00	(50.00)
FARES	CORELOGIC	(1,751.40)	190.00	0.00	(1,561.40)
FATM	FIRST AMERICAN MICROFICHE	(282.20)	245.00	0.00	(37.20)
FNDS	BLACK KNIGHT FINANCIAL SERVICES	(1,278.20)	190.00	0.00	(1,088.20)
GCCD	GILA COUNTY COMMUNITY	164.50	0.00	0.00	164.50

**House Account Summary**  
Gila County AZ Recorder  
For the Period of 01/01/2020 - 01/31/2020  
Immediate and Deferred Accounts

House Account ID	House Account Name	Starting Balance	Charges	Payments	Ending Balance
	DEVELOPMENT				
HANSEN-ENGINEERING	HANSEN ENGINEERING & SURVEYING	(56.00)	0.00	0.00	(56.00)
IMAPP	IMAPP , INC	(53.40)	0.00	0.00	(53.40)
INDECOMM	INDECOMM	(1,000.00)	120.00	(120.00)	(1,000.00)
Ingeo	Ingeo - eRecording	(1,127.00)	2,700.00	(2,700.00)	(1,127.00)
IRS	INTERNAL REVENUE SERVICE	(82.00)	30.00	(30.00)	(82.00)
LA001	First American Title Lenders Advantage	(428.50)	0.00	0.00	(428.50)
LTIC	Lawyers Title of Arizona inc	(156.00)	0.00	0.00	(156.00)
MHK	MORRIS HALL KINGHORN	(266.00)	0.00	0.00	(266.00)
NDTS-TSG	FIRST AMERICAN TITLE INSURANCE COMPANY	(855.00)	0.00	0.00	(855.00)
NewAcct1	Applied Technology Resources Inc	(190.00)	0.00	0.00	(190.00)
NTC	NATIONWIDE TITLE CLEARING	(982.00)	0.00	0.00	(982.00)
PIONE	PIONEER TITLE AGENCY FICHE	(521.00)	175.00	0.00	(346.00)
PTP2	PIONEER TITLE AGENCY RECORDINGS 2	(2,540.00)	802.00	0.00	(1,738.00)
Public Works Floodplain	Gila County	(81.00)	0.00	0.00	(81.00)
RSSI	RECORD SEARCHING SERVICES INC	(36.00)	16.00	(200.00)	(220.00)
RUI	RESEARCH UNLIMITED INC	(83.00)	0.00	0.00	(83.00)
simplifile	Simplifile - eRecording	(2,285.00)	9,015.00	(9,015.00)	(2,285.00)
SOUTHWES DIV	FIRST AMERICAN TITLE	(989.20)	10.00	0.00	(979.20)
TD	Timely Documents	(98.00)	0.00	0.00	(98.00)
ZILL	ZILLOW	(1,485.00)	95.00	0.00	(1,390.00)

## House Account Summary

Gila County AZ Recorder

For the Period of 01/01/2020 - 01/31/2020

Immediate and Deferred Accounts

House Account ID	House Account Name	Starting Balance	Charges	Payments	Ending Balance
Totals		(23,033.20)	22,819.00	(21,705.00)	(21,919.20)

Account	DS	EPN	Indecomm	Ingeo	IRS	Simplifile
Amount applied	\$ 6,630.00	\$ 960.00	\$ 120.00	\$ 2,580.00	\$ 105.00	\$ 8,835.00
To come in FEBRUARY	\$ 720.00	\$ 120.00		\$ 120.00		\$ 180.00
Reordings done in February	\$210.00				\$ (75.00)	
Total	\$ 7,560.00	\$ 1,080.00	\$ 150.00	\$ 2,700.00	\$ 30.00	\$ 9,015.00



# Credit Card Transactions

Gila County AZ Recorder

From 1/1/20 12:00 AM To 1/31/20 11:59 PM

Date	Receipt #	Transaction ID #	Amount Charge Information
01/06/2020	20-0100	6664798001,6664804001	\$30.00 Service Fee: \$1.05
01/06/2020	20-0114	6666871701,6666876101	\$67.00 Service Fee: \$2.35
01/06/2020	20-0121	6668164801,6668170001	\$30.00 Service Fee: \$1.05
01/07/2020	20-0140	6677694701,6677702501	\$30.00 Service Fee: \$1.05
01/07/2020	20-0146	6678870401,6678873401	\$9.00 Service Fee: \$1.00
01/07/2020	20-0152	6680154801,6680161101	\$37.00 Service Fee: \$1.30
01/07/2020	20-0156	6680453001,6680456301	\$30.00 Service Fee: \$1.05
01/09/2020	20-0223	6704557001,6704562401	\$31.00 Service Fee: \$1.09
01/09/2020	20-0227	6705463001,6705466801	\$30.00 Service Fee: \$1.05
01/10/2020	20-0264	6718694301,6718699701	\$30.00 Service Fee: \$1.05
01/10/2020	20-0265	6719110801,6719116501	\$60.00 Service Fee: \$2.10
01/10/2020	20-0281	6720475901,6720480501	\$31.00 Service Fee: \$1.09
01/10/2020	20-0291	6721596201,6721598401	\$2.00 Service Fee: \$1.00
01/13/2020	20-0318	6750752601,6750757301	\$30.00 Service Fee: \$1.05
01/13/2020	20-0320	6750987701,6750991301	\$120.00 Service Fee: \$4.20
01/14/2020	20-0400	6764760501,6764763701	\$33.00 Service Fee: \$1.16
01/14/2020	20-0401	6764789101,6764791301	\$3.00 Service Fee: \$1.00
01/15/2020	20-0417	6775341701,6775346201	\$30.00 Service Fee: \$1.05
01/15/2020	20-0419	6775643301,6775655201	\$30.00 Service Fee: \$1.05
01/16/2020	20-0461	6789984301,6789989901	\$66.00 Service Fee: \$2.31
01/16/2020	20-0469	6790770101,6790775101	\$30.00 Service Fee: \$1.05
01/16/2020	20-0480	6791952501,6791955601	\$30.00 Service Fee: \$1.05
01/17/2020	20-0518	6807185701,6807189901	\$60.00 Service Fee: \$2.10
01/17/2020	20-0522	6807438201,6807441701	\$24.00 Service Fee: \$1.00
01/22/2020	20-0618	6860731701,6860735001	\$90.00 Service Fee: \$3.15

## Credit Card Transactions

Gila County AZ Recorder

From 1/1/20 12:00 AM To 1/31/20 11:59 PM

Date	Receipt #	Transaction ID #	Amount Charge Information
01/23/2020	20-0645	6871878101,6871883701	\$42.00 Service Fee: \$1.47
01/23/2020	20-0662	6873461301,6873465601	\$72.00 Service Fee: \$2.52
01/23/2020	20-0681	6874707001,6874709501	\$30.00 Service Fee: \$1.05
01/24/2020	20-0698	6886213801,6886217201	\$66.00 Service Fee: \$2.31
01/24/2020	20-0714	6887736801,6887742601	\$2.00 Service Fee: \$1.00
01/27/2020	20-0760	6909468501,6909473201	\$7.00 Service Fee: \$1.00
01/28/2020	20-0813	6921330101,6921334101	\$30.00 Service Fee: \$1.05
01/28/2020	20-0814	6921590401,6921597201	\$30.00 Service Fee: \$1.05
01/28/2020	20-0837	6923191501,6923194001	\$30.00 Service Fee: \$1.05
01/31/2020	20-0939	6955508701,6955513701	\$30.00 Service Fee: \$1.05
01/31/2020	20-0952	6957481801,6957486501	\$37.00 Service Fee: \$1.30
		count 36	\$1,339.00

Column1	Column2	Column3	Column4	Column5	Column6	Column610	Column7	Column8	Column9	Column10
Sadie Bingham	Gila County Recorder									
	FY	2019								
Month	No of Doc.	Recorder Storage & Retrieval 7145	Recording Fees 1005	Computer Svcs 7147	Mining Fee 7146	State mining	Interest	Refunds	MISC	Recorder Check to Treasurer
July	1112	\$ 4,104.00	\$ 26,693.00	\$ 1,345.00	\$ 1.00	\$ 16.00	\$ 0.22	\$ (15.00)	\$ 1,000.00	\$ 33,144.22
Aug	1151	\$ 4,300.00	\$ 30,208.00	\$ 990.00	\$ 26.00	\$ 104.00	\$ 0.34	\$	\$ 15.00	\$ 35,643.34
Sept	1350	\$ 4,164.00	\$ 31,060.51	\$ 1,083.75	\$ 6.00	\$ 24.00	\$ 0.30	\$ (3,080.00)		\$ 33,258.56
Oct	1222	\$ 4,636.00	\$ 31,039.00	\$ 990.00	\$ 6.00	\$ 24.00	\$ -	\$ (15.00)		\$ 36,680.00
Nov	1246	\$ 4,292.00	\$ 29,009.00	\$ 635.00	\$ 1.00	\$ 4.00	\$ -	\$ (36.00)		\$ 33,905.00
Dec	1234	\$ 4,316.00	\$ 28,578.00	\$ 1,250.00	\$ 5.00	\$ 20.00	\$ -	\$ -	\$ -	\$ 34,169.00
Jan	1126	\$ 4,056.00	\$ 61,566.00	\$ 26,662.00	\$ 3.00	\$ 12.00	\$ -	\$ -	\$ -	\$ 92,299.00
Feb										
Mar										
Apr										
May										
June										
Total	8441	\$ 29,868.00	\$ 238,153.51	\$ 32,955.75	\$ 48.00	\$ 204.00	\$ 0.86	\$ (3,146.00)	\$ 1,015.00	\$ 299,099.12
Fiscal Year										
All Monies		\$ 299,099.12								




DATE 2/13/2020

2/13/2020

GRANT # \_\_\_\_\_

FUND # 1005

BILLING PERIOD January

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

Title Red, White, & Blue

Currency	
Coins	
Checks	92,299
Total	92,299

lce

Date 21/3/2020

145208

**ARF-5916**

**Consent Agenda Item 4. I.**

**Regular BOS Meeting**

**Meeting Date:** 03/10/2020

**Reporting Period:** Globe Regional Constable's Office Monthly Report for January 2020

**Submitted For:** Ruben Mancha, Globe Regional Constable

**Submitted By:** Michael Sellars, Constable Clerk

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**Information**

**Subject**

Globe Regional Constable's Office Monthly Report for January 2020

**Suggested Motion**

Acknowledgment of January 2020 monthly activity report submitted by the Globe Regional Constable's Office.

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**Attachments**

Jan2020

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RUBEN A MANCHA  
GLOBE REGIONAL  
CONSTABLE



1400 E ASH ST  
GLOBE, AZ 85501  
928-402-8758

**JANUARY 2020**  
**MONTHLY REPORT**  
**TABLE OF CONTENTS**

MONTHLY ACTIVITY LETTER

FEES COLLECTED

CONSTABLE LOG

TREASURER'S RECEIPT

Dan Rodriguez  
Deputy Constable



Michael Sellars  
Constable Clerk

Office of  
Globe Regional Constable  
Ruben Mancha

JANUARY, 2020

Gila County Board of Supervisors  
1400 East Ash St  
Globe AZ 85501

**GLOBE REGIONAL CONSTABLE'S OFFICE MONTHLY ACTIVITY LETTER**

For the month of Janaury 2020, the Globe Regional Constable's Office:

Received a total of 72\_ papers for service with 142 attempts.

Drove a total of 797 miles.

Mailed a total of 0 warrant letters.


Bailiff for Justice Court 6.

Arrest-Order of Commitment 1.

Collected a total of \$ 1200.96 as follows:

Total Deposited:	\$1,200.96
Less Refunds	<u>(\$16.00)</u>
Paid to General Fund:	\$1,184.96

Respectfully submitted,

  
Ruben Mancha  
Globe Regional Constable  
Gila County, Globe, Arizona

<b>GLOBE REGIONAL CONSTABLE OFFICE</b> <b>FEE COLLECTED</b> <b>JANUARY 2020</b>	
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[illegible]



## Constable Activity Log - Monthly

Constable: Ruben Mancha

Deputy: Dan Rodriguez

County: Gila

Precinct: Globe

Constable Clerk: Michael Sellers



Total Cases Served/Attempted:

142

Mileage Total:

797

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
12/27/19	Criminal Subpoena	J0403CM2019-619	Globe Regional Justice Court	State of Arizona	Lyle Pahe	Protected Information	None	1/2/19	Attempted			38	Rodriguez
1/2/20	Order to Show Cause	J0404CR2012-117	Payson Justice Court	State of Arizona	Wayne McCandless	Wayne McCandless/1305 E. Bailey St Globe, Az 85501	None	1/2/20	Attempted				Rodriguez
12/30/19	Summons & Complaint	J0403CV2019-734	Globe Regional Justice Court	Kino Financial Co.,LLOC	Jonathan Tso	Jonathan Tso/747 E. Monroe St apt 1 Globe, Az 85501	None	1/2/20	Attempted				Rodriguez
12/27/19	Criminal Subpoena	CR2018-168	Gila County Superior Court	State of Arizona	Elvis Kinney	Protected Information	None	1/2/20	Attempted				Rodriguez
1/2/20	Order to Show Cause	J0404CR2012-117	Payson Justice Court	State of Arizona	Wayne McCandless	Wayne McCandless/1305 E. Bailey St Globe, Az 85501	None	1/2/20	Attempted				Rodriguez
12/27/19	Criminal Subpoena	J0403CM2019-619	Globe Regional Justice Court	State of Arizona	Lyle Pahe	Protected Information	None	1/3/20	Attempted			24	Rodriguez
12/27/19	Criminal Subpoena	J0403CM2019-619	Globe Regional Justice Court	State of Arizona	Lyle Pahe	Protected Information	Protected Information	1/3/20	Served				Rodriguez
1/3/20	Notice to Appear, Petition	JV2019-184	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	None	1/3/20	Attempted				Rodriguez
12/30/20	Summons & Complaint	J0403CV2019-734	Globe Regional Justice Court	Kino Financial Co.,LLOC	Jonathan Tso	Jonathan Tso/747 E. Monroe St apt 1 Globe, Az 85501	None	1/3/20	Attempted				Rodriguez
1/2/20	Criminal Subpoena	J0403CM2019-664	Globe Regional Justice Court	State of Arizona	Kyle McGuffey	Officer J. Schnapp/175 N. Pine St Globe, Az 85501	B. McCreary-GPD/175 N. Pine St Globe, Az 85501	1/3/20	Served				Rodriguez
1/3/20	Notice to Appear, Petition	JV2019-184	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	None	1/4/20	Attempted				Rodriguez
1/3/20	Five Day Notice	None	None	Steve schell	Melissa Teeter	Melissa Teeter/8963 S. Six Shooter Globe, Az 85501	Posted & Photographed	1/5/20	Served				Rodriguez
1/3/20	Notice to Appear, Petition	JV2019-183	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	None	1/5/20	Attempted				Rodriguez
1/3/20	Notice to Appear, Petition	JV2019-183	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	None	1/5/20	Attempted				Rodriguez
1/3/20	Notice to Appear, Petition	JV2019-183	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	Protected Information	1/5/20	Served				Rodriguez
1/3/20	Notice to Appear, Petition	JV2019-182	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	None	1/5/20	Attempted				Rodriguez
1/3/20	Notice to Appear, Petition	JV2019-182	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	None	1/5/20	Attempted				Rodriguez
12/30/19	Criminal Subpoena	J0403CM2019-745/747	Globe Regional Justice Court	State of Arizona	Joe Yniguez	Protected Information	None	1/5/20	Attempted				Rodriguez
1/3/20	Notice to Appear, Petition	JV2019-183	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	Protected Information	1/5/20	Served				Rodriguez
1/6/20	Summons; Forcible Detainer	J0403CV2020-005	Globe Regional Justice Court	Glenn Woodland	Vicky Woodland	Vicky Woodland/231 E. Second Ave Hayden, Az 85135	Vicky Woodland/231 E. Second Ave Hayden, Az 85135	1/6/20	Served			65	Rodriguez
1/6/20	Summons & Complaint	J0403CV2019-752	Globe Regional Justice Court	LVNV Funding LLC	Justin Richardson	Justin Richardson/425 N. Willow St Globe, Az 85501	None	1/6/20	Attempted				Rodriguez
1/6/20	Summons & Complaint	J0403CV2019-752	Globe Regional Justice Court	LVNV Funding LLC	Justin Richardson	Justin Richardson/425 N. Willow St Globe, Az 85501	None	1/6/20	Attempted				Rodriguez
1/3/20	Notice to Appear, Petition	JV2019-180	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	Protected Information	1/6/20	Served				Rodriguez
1/7/20	Summons & Complaint	CR2019-554	Gila County Superior Court	State of Arizona	Cody Amos	Cody Amos/253 S. Broad St #5 Globe, Az 85501	None	1/7/20	Attempted			46	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	1/7/20	Attempted				Rodriguez
12/30/19	Criminal Subpoena	J0403CM2019-745/747	Globe Regional Justice Court	State of Arizona	Joe Yniguez	Protected Information	Protected Information	1/7/20	Served				Rodriguez
1/7/20	Summons; Forcible Detainer	J0403CV2020-008	Globe Regional Justice Court	Jeanette Noble	James Littell-Ward	James Little-Ward/5900 N. Main St #1 Globe, Az 85501	Posted & Photographed	1/7/20	Served				Mancha
12/30/19	Summons & Complaint	J0403CV2019-734	Globe Regional Justice Court	Kino Financial Co.,LLOC	Jonathan Tso	Jonathan Tso/747 E. Monroe St apt 1 Globe, Az 85501	None	1/7/20	Attempted				Rodriguez
10/31/19	Summons & Complaint	J0403CV2019-671	Globe Regional Justice Court	LVNV Funding LLC	Joshua Crawford	Joshua Crawford/5255 S. Dragonfly Ln Globe, Az 85501	None	1/7/20	Attempted				Rodriguez



## Constable Activity Log - Monthly



Constable: Ruben Mancha

Deputy: Dan Rodriguez

County: Gila

Constable Clerk: Michael Sellars

Precinct: Globe

Total Cases Served/Attempted:

**142**

Mileage Total: **797**

Date Received	Type of Document	Case No.	Court	Plaintiff	Defendant	Address	Person Served/ Served Via	Date Served	Service	Mileage Start	Mileage End	Daily Mileage	Notes & Served By
10/31/19	Summons & Complaint	J0403CV2019-671	Globe Regional Justice Court	LVNV Funding LLC	Joshua Crawford	Joshua Crawford/5255 S. Dragonfly LN Globe, Az 85501	Joshua Crawford/636 N. Broad St Globe, Az 85501	1/7/20	Served				Rodriguez
1/7/20	Summons	CR2019-554	Globe Regional Justice Court	State of Arizona	Cody Amos	Cody Amos/253 S. Broad St #5 Globe, Az 85501	None	1/7/20	Attempted				Rodriguez
1/3/20	Notice to Appear; Petition	JV2019-182	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	None	1/7/20	Attempted				Rodriguez
1/2/20	Order to Show Cause	J0404CR2012-117	Payson Justice Court	State of Arizona	Wayne McCandless	Wayne McCandless/1305 E. Bailey St Globe, Az 85501	None	1/7/20	Attempted				Rodriguez
1/3/20	Notice to Appear; Petition	JV2019-184	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	None	1/7/20	Attempted				Rodriguez
1/7/20	Hearing Order on IAH	J0403PO2019-662	Gila County Superior Court	Protected Information	Michael Flores	Protected Information	None	1/7/20	Attempted				Rodriguez
1/6/20	Summons & Complaint	J0403CV2019-752	Globe Regional Justice Court	LVNV Funding LLC	Justin Richardson	Justin Richardson/425 N. Willow St Globe, Az 85501	None	1/8/20	Attempted				21 Rodriguez
1/7/20	Summons	CR2019-554	Gila County Superior Court	State of Arizona	Cody Amos	Cody Amos/253 S. Broad St #5 Globe, Az 85501	None	1/8/19	Attempted				Rodriguez
1/8/20	Summons; Forcible Detainer	J0403CV2020-009	Globe Regional Justice Court	Perennial Properties LLC	Joseph Guerra & Ashley Hernandez	Joseph Guerra/1157 Frederic Miami, Az 85539	Joseph Guerra/1157 Frederic Miami, Az 85539	1/8/20	Served				Mancha
1/3/20	Notice to Appear; Petition	JV2019-184	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	Protected Information	1/8/20	Served				Rodriguez
1/7/20	Hearing Order on IAH	J0403PO2019-662	Globe Regional Justice Court	Protected Information	Michael Flores	Protected Information	Protected Information	1/8/20	Served				Rodriguez
1/6/20	Summons & Complaint	J0403CV2019-752	Globe Regional Justice Court	LVNV Funding LLC	Justin Richardson	Justin Richardson/425 N. Willow St Globe, Az 85501	None	1/8/20	Attempted				Rodriguez
1/3/20	Notice to Appear; Petition	JV2019-182	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	None	1/9/20	Attempted				32 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	1/9/20	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	1/9/20	Attempted				Rodriguez
1/2/20	Order to Show Cause	J0404CR2012-117	Payson Justice Court	State of Arizona	Wayne McCandless	Wayne McCandless/1305 E. Bailey St Globe, Az 85501	None	1/9/20	Attempted				Rodriguez
1/9/20	Child Custody Packet	201900287	Gila County Superior Court	Matthew Gonzales	Tivi Mata	Tivi Mata/354 W. Sunset St Miami, Az 85539	None	1/10/20	Attempted				Rodriguez
1/10/20	Notice to Appear; Petition	JV2019-182	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	Protected Information	1/10/20	Served				Rodriguez
1/6/20	Summons & Complaint	J0403CV2019-752	Gila County Superior Court	LVNV Funding LLC	Justin Richardson	Justin Richardson/425 N. Willow St Globe, Az 85501	Justin Richardson/1400 E. Ash St Globe, Az 85501	1/10/20	Served				Sellars/Rodriguez
1/7/20	Summons	CR2019-554	Gila County Superior Court	State of Arizona	Cody Amos	Cody Amos/253 S. Broad St #5 Globe, Az 85501	None	1/10/20	Attempted				Rodriguez
1/14/20	Writ of Restitution	J0403CV2019-763	Globe Regional Justice Court	Margaret Cross	Krista Boutwell	Krista Boutwell/5189 Golden Hills Globe, Az 85501	Krista Boutwell/5189 Golden Hills Globe, Az 85501	1/10/20	Served				Mancha
1/3/20	Notice to Appear; Petition	JV2019-182	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	Protected Information	1/13/20	Served				Rodriguez
1/9/20	Child Custody Packet	201900287	Gila County Superior Court	Matthew Gonzales	Tivi Mata	Tivi Mata/354 W. Sunset St Miami, Az 85539	None	1/13/20	Attempted				43 Rodriguez
1/9/20	Child Custody Packet	201900287	Gila County Superior Court	Matthew Gonzales	Tivi Mata	Tivi Mata/354 W. Sunset St Miami, Az 85539	None	1/13/20	Attempted				Rodriguez
12/30/19	Summons & Complaint	J0403CV2019-734	Globe Regional Justice Court	Kino Financial Co., LLOC	Jonathan Tso	Jonathan Tso/747 E. Monroe St apt 1 Globe, Az 85501	None	1/13/20	Attempted				Rodriguez
1/15/20	Summons & Complaint	J0403CV2019-254	Globe Regional Justice Court	LVNV Funding LLC	Deziree Verdugo	Deziree Verdugo/247 S. Latham Blvd Miami, Az 85539	Carol Gonzales/247 S. Latham Blvd Miami, Az 85539	1/15/20	Served				11 Rodriguez
1/14/20	Petition	DO201800344	Gila County Superior Court	Ginger Hurst	Wade Dunning	Wade Dunning/3027 S. Marion Canyon Globe, Az 85501	None	1/15/20	Attempted				Rodriguez
1/15/20	Notice to Appear; Petition	JV2020-00002	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	None	1/15/20	Attempted				Rodriguez
1/15/20	Notice to Appear; Petition	JV2020-00005	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	Protected Information	1/15/20	Served				Rodriguez



## Constable Activity Log - Monthly

Constable: Ruben Mancha

Deputy: Dan Rodriguez

County: Gila

Constable Clerk: Michael Sellars

Precinct: Globe



Cases Served/Attempted:		142								Mileage Total:		797		
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	
1/15/20	Notice to Appear, Petition	JV2020-00005	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	Protected Information	1/15/20	Served				Rodriguez	
1/15/20	Notice to Appear, Petition	JV2020-00004	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	None	1/15/20	Attempted				Rodriguez	
1/15/20	Notice to Appear, Petition	JV2020-00004	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	None	1/15/20	Attempted				Rodriguez	
1/15/20	Notice to Appear, Petition	JV2020-00004	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	Protected Information	1/15/20	Served				Rodriguez	
1/15/20	Notice to Appear, Petition	JV2020-00004	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	Protected Information	1/15/20	Served				Rodriguez	
1/15/20	Notice of Hearing	MO441CT2020-003	Globe Regional Justice Court	State of Arizona	Joe Holden	Officer Woodliff/740 W. Sullivan St Miami, Az 85539	C. Duarte/740 W. Sullivan St Miami, Az 85539	1/15/20	Served				Rodriguez	
1/15/20	Notice to Appear, Petition	JV2020-00002	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	None	1/16/20	Attempted				14 Rodriguez	
1/16/20	Order to Appear	DO2010-00274	Gila County Superior Court	State of Arizona	Abigail Eudy	Abigail Eudy/1725 E. Maple Globe, Az 85501	Abigail Eudy/2076 US Hwy 60 Claypool, Az 85532	1/16/20	Served				Mancha	
1/16/20	Writ of Garnishment	CV12005800	Pima Consolidated Justice Court	Midland Funding LLC	Spark Energy/Kenneth Bernstein	Kenneth Bernstein/10165 S. Ice House Cyn Globe, Az 85501	None	1/16/20	Attempted				Rodriguez	
1/16/20	Writ of Garnishment	CV12005800	Pima Consolidated Justice Court	Midland Funding LLC	Spark Energy/Kenneth Bernstein	Kenneth Bernstein/10165 S. Ice House Cyn Globe, Az 85501	None	1/16/20	Attempted				Rodriguez	
1/14/20	Petition	DO201800344	Gila County Superior Court	Ginger Hurst	Wade Dunning	Wade Dunning/3027 S. Marion Canyon Globe, Az 85501	None	1/16/20	Attempted				Rodriguez	
1/16/20	Writ of Garnishment	CV12005800	Pima Consolidated Justice Court	Midland Funding LLC	Spark Energy/Kenneth Bernstein	Kenneth Bernstein/10165 S. Ice House Cyn Globe, Az 85501	Kenneth Bernstein/10165 S. Ice House Cyn Globe, Az 85501	1/16/20	Served				Rodriguez	
1/15/20	Notice to Appear, Petition	JV2020-00002	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	None	1/17/20	Attempted				Rodriguez	
1/15/20	Notice to Appear, Petition	JV2020-00002	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	None	1/17/20	Attempted				Rodriguez	
1/15/20	Notice to Appear, Petition	JV2020-00002	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	None	1/17/20	Attempted				Rodriguez	
1/17/20	Child Custody Packet	DO202000021	Gila County Superior Court	Isaac Dally	Brooke Kelley	Brooke Kelley/5680 S. Central Globe, Az 85501	None	1/17/20	Attempted				Rodriguez	
1/16/20	Summons	J0403CM2020-22	Globe Regional Justice Court	State of Arizona	Craig Brooks	Craig Brooks/124 E. Haskins Rd #2 Globe, Az 85501	None	1/17/20	Attempted				Rodriguez	
1/16/20	Summons	J0403CM2020-21	Globe Regional Justice Court	State of Arizona	Ignacio Regalado	Ignacio Regalado/859 W. Live Oak Miami, Az 85539	None	1/17/20	Attempted				Rodriguez	
1/17/20	Guardianship Papers	GC202000003	Gila County Superior Court	Paul and Linda Alvarado	Protected Information	Protected Information	None	1/17/20	Attempted				Rodriguez	
1/14/20	Petition	DO201800344	Gila County Superior Court	Ginger Hurst	Wade Dunning	Wade Dunning/3027 S. Marion Canyon Globe, Az 85501	Wade Dunning/3027 S. Marion Canyon Globe, Az 85501	1/17/20	Served				Rodriguez	
1/15/20	Notice to Appear, Petition	JV2020-00002	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	Protected Information	1/18/20	Served				Rodriguez	
1/17/20	Guardianship Papers	GC202000003	Gila County Superior Court	Paul and Linda Alvarado	Protected Information	Protected Information	None	1/18/20	Attempted				Rodriguez	
1/16/20	Summons	J0403CM2020-21	Globe Regional Justice Court	State of Arizona	Ignacio Regalado	Ignacio Regalado/859 W. Live Oak Miami, Az 85539	None	1/18/20	Attempted				Rodriguez	
1/17/20	Guardianship Papers	GC202000003	Gila County Superior Court	Paul and Linda Alvarado	Protected Information	Protected Information	None	1/18/20	Attempted				Rodriguez	
1/17/20	Child Custody Packet	DO202000021	Gila County Superior Court	Isaac Dally	Brooke Kelley	Brooke Kelley/5680 S. Central Globe, Az 85501	None	1/19/20	Attempted				Rodriguez	
1/17/20	Guardianship Papers	GC202000003	Gila County Superior Court	Paul and Linda Alvarado	Protected Information	Protected Information	None	1/19/20	Attempted				Rodriguez	
1/17/20	Guardianship Papers	GC202000003	Gila County Superior Court	Paul and Linda Alvarado	Protected Information	Protected Information	None	1/19/20	Attempted				Rodriguez	
1/9/20	Child Custody Packet	201900287	Gila County Superior Court	Matthew Gonzales	Tivi Mata	Tivi Mata/354 W. Sunset St Miami, Az 85539	Tivi Mata/1113 US 60 Superior, Az	1/19/20	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	1/19/20	Attempted				Rodriguez	



# Constable Activity Log - Monthly

Constable: Ruben Mancha

Deputy: Dan Rodriguez

County: Gila

Precinct: Globe

Constable Clerk: Michael Sellars



Total Cases Served/Attempted:

142

Mileage Total: 797

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
1/17/20	Child Custody Packet	DO202000021	Gila County Superior Court	Isaac Dally	Brooke Kelley	Brooke Kelley/5680 S. Central Globe, Az 85501	Brooke Kelley/5680 S. Central Globe, Az 85501	1/20/20	Served			342	Rodriguez
1/20/20	None	None	None	Travel to Tubac AZ for Training				1/20/20	None				Entire Staff
1/21/20	None	None	None	Training in Tubac AZ				1/21/20	None				Entire Staff
1/22/20	None	None	None	Training in Tubac AZ				1/22/20	None				Entire Staff
1/23/20	None	None	None	Training in Tubac AZ / Travel to Globe AZ				1/23/20	None				Entire Staff
1/24/20	Order of Protection	1043CV2019-208	Payson Justice Court	Protected Information	Mason Selvey	Mason Selvey/300 W. Frontier #32 Payson, Az 85541	Mason Selvey/1100 South St Globe, Az 85501	1/24/20	Served				Rodriguez
1/17/20	Criminal Subpoena	CR2019-451	Gila County Superior Court	State of Arizona	John Allen	Det. Shaw/1400 E. Ash St Globe, Az 85501	Det. Hernandez/1400 E. Ash St. Globe, Az 85501	1/24/20	Served				Rodriguez
1/17/20	Criminal Subpoena	CR2019-451	Gila County Superior Court	State of Arizona	John Allen	Deputy Thomason/1177 E. Monroe St Globe, Az 85501	J. Carbajal-GCSO/1177 E. Monroe St Globe, Az 85501	1/24/20	Served				Rodriguez
1/17/20	Criminal Subpoena	CR2019-451	Gila County Superior Court	State of Arizona	John Allen	Det. Dickison/1100 South St Globe, Az 85501	J. Carbajal GCSO/1177 E. Monroe St Globe, Az 85501	1/24/20	Served				Rodriguez
2/24/20	Notice	J0403CT2020-042	Globe Regional Justice Court	State of Arizona	Abigail Eudy	Deputy Parker/1177 E. Monroe St Globe, Az 85501	J. Carbajal-GCSO/1177 E. Monroe St Globe, Az 85501	1/24/20	Served				Rodriguez
1/24/20	Injunction Against Harassment	J0403PO2020-0002	Globe Regional Justice Court	Protected Information	Kiley Lovato	Kiley Lovato/951 S. Linda Vista Dr. Globe, Az 85501	None	1/24/20	Attempted				Rodriguez
1/24/20	Injunction Against Harassment	J0403PO2020-0002	Globe Regional Justice Court	Protected Information	Kiley Lovato	Kiley Lovato/951 S. Linda Vista Dr. Globe, Az 85501	None	1/24/20	Attempted				Rodriguez
1/24/20	Summons; Forcible Detainer	J0403CV2020-019	Globe Regional Justice Court	Santiago Copper Country MHP	William Stapley	William Stapley/5900 N. Main St #120 Globe, Az 85501	William Stapley/5900 N. Main St #120 Globe, Az 85501	1/24/20	Served				Rodriguez
1/24/20	Summons; Forcible Detainer	J0403CV2020-018	Globe Regional Justice Court	Santiago Copper Country MHP	Richard Ward	Richard Ward/5900 N. Main St #87 Globe, Az 85501	Posted & Photographed	1/24/20	Served				Rodriguez
1/26/20	Injunction Against Harassment	J0403PO2020-0002	Globe Regional Justice Court	Protected Information	Kiley Lovato	Kiley Lovato/951 S. Linda Vista Dr. Globe, Az 85501	None	1/26/20	Attempted				Rodriguez
1/24/20	Notice to Appear; Petition	JV2020-12	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	None	1/26/20	Attempted				Rodriguez
1/24/20	Notice to Appear; Petition	JV2020-12	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	None	1/26/20	Attempted				Rodriguez
1/24/20	Notice to Appear; Petition	JV2020-12	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	None	1/26/20	Attempted				Rodriguez
1/24/20	Notice to Appear; Petition	JV2020-12	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	None	1/26/20	Attempted				Rodriguez
1/24/20	Notice to Appear; Petition	JV2020-12	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	None	1/26/20	Attempted				Rodriguez
1/27/20	Criminal Subpoena	J0403CM2019-614	Globe Regional Justice Court	State of Arizona	Daniel Reyes	Officer Woodliff/740 W. Sullivan St Miami, Az 85539	T. Toot-MPD/740 W. Sullivan St Miami, Az 85539	1/27/20	Served			36	Rodriguez
1/27/20	Criminal Subpoena	J0403CM2019-614	Globe Regional Justice Court	State of Arizona	Daniel Reyes	Protected Information	Protected Information	1/27/20	Attempted				Rodriguez
1/27/20	Criminal Subpoena	J0403CM2019-614	Globe Regional Justice Court	State of Arizona	Daniel Reyes	Protected Information	Protected Information	1/27/20	Served				Rodriguez
1/27/20	Criminal Subpoena	J0403CM2019-614	Globe Regional Justice Court	State of Arizona	Daniel Reyes	Protected Information	None	1/27/20	Attempted				Rodriguez
1/27/20	Criminal Subpoena	J0403CM2019-619	Globe Regional Justice Court	State of Arizona	Lyle Pahe	Officer McCall/175 N. Pine St Globe, Az 85501	B. McCreary-GPD/175 N. Pine St Globe, Az 85501	1/28/20	Served			27	Rodriguez
1/27/20	Subpoena	J0403CT2020-108	Globe Regional Justice Court	State of Arizona	Morgan Epperson	Deputy Avalos/1177 E. Monroe St Globe, Az 85501	J. Carbajal-GCSO/1177 E. Monroe St Globe, Az 85501	1/28/20	Served				Rodriguez
1/27/20	Subpoena	MO441CT2020-034	Globe Regional Justice Court	State of Arizona	Charles Wheeler	Officer Woodliff/740 W. Sullivan St Miami, Az 85539	T. Toot-MPD/740 W. Sullivan St Miami, Az 85539	1/27/20	Served				Rodriguez
1/27/20	Subpoena	J0403CT2020-148	Globe Regional Justice Court	State of Arizona	Michael Thomas	Trooper Ridge/DPS 4339 Hwy 60 Miami, Az 85539	Sgt D. Brevik #4940/DPS 4339 Hwy 60 Miami, Az 85539	1/28/20	Served				Rodriguez



# Constable Activity Log - Monthly



Constable: Ruben Mancha

Deputy: Dan Rodriguez  
Constable Clerk: Michael Sellars

County: Gila  
Precinct: Globe

Total Cases Served/Attempted:

142

Mileage Total: 797

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
1/27/20	Criminal Subpoena	J0403CM2019-699	Globe Regional Justice Court	State of Arizona	Patrocinio Martinez	Officer Schnapp/175 N. Pine St Globe, Az 85501	B. McCreary GPD/175 N. Pine St Globe, Az 85501	1/28/20	Served				Rodriguez
1/27/20	Criminal Subpoena	J0403CM2019-699	Globe Regional Justice Court	State of Arizona	Patrocinio Martinez	Officer Clements/175 N. Pine St Globe, Az 85501	B. McCreary-GPD/175 N. Pine St Globe, Az 85501	1/28/20	Served				Rodriguez
1/29/20	Five Day Notice	None	None	Service First Realty	Marla Chase-MaHaffey	Marla Chase-MaHaffey/118 Railroad Court Globe, Az 85501	Posted & Photographed	1/28/20	Served				Mancha
1/24/20	Notice to Appear, Petition	JV2020-12	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	None	1/28/20	Attempted				Rodriguez
1/28/20	Notice to Appear, Petition	JV2020-00010	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	None	1/28/20	Attempted				Rodriguez
1/28/20	Notice to Appear, Petition	JV2020-00010	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	None	1/28/20	Attempted				Rodriguez
1/29/20	Notice to Appear, Petition	JV2020-013	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	None	1/28/20	Attempted				Rodriguez
1/28/20	Notice to Appear, Petition	JV2020-013	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	Protected Information	1/28/20	Served				Rodriguez
1/24/20	Notice to Appear, Petition	JV2020-12	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	None	1/28/20	Attempted				Rodriguez
1/24/20	Notice to Appear, Petition	JV2020-12	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	None	1/28/20	Attempted				Rodriguez
1/27/20	Criminal Subpoena	J0403CM2019-619	Globe Regional Justice Court	State of Arizona	Lyle Pale	Protected Information	Protected Information	1/28/20	Served				Rodriguez
1/24/20	Civil Complaint	J0403CV2020-017	Globe Regional Justice Court	Gloria Ruiz	Manuel Orcasitas	Manual Orcasitas/797 E. Senita Dr Globe, Az 85501	Manual Orcasitas/797 E. Senita Dr Globe, Az 85501	1/28/20	Served				Rodriguez
1/29/20	Order of Protection	J0403PO2020-0004	Globe Regional Justice Court	Protected Information	Gabriel Talkalai	Gabriel Talkalai/356 Whiterock San Carlos, Az 85550	Gabriel Talkalai/1100 South St Globe, Az 85501	1/29/20	Served			42	Mancha
1/28/20	Notice to Appear, Petition	JV2020-00010	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	None	1/29/20	Attempted				Rodriguez
1/28/20	Notice to Appear, Petition	JV2020-00010	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	None	1/29/20	Attempted				Rodriguez
1/29/20	Hearing Order on IAH	J0403PO2020-0002	Globe Regional Justice Court	Protected Information	Kiley Lovato	Protected Information	None	1/29/20	Attempted				Rodriguez
1/24/20	Notice to Appear, Petition	JV2020-12	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	None	1/29/20	Attempted				Rodriguez
1/29/20	Hearing Order on IAH	J0403PO2020-0002	Globe Regional Justice Court	Protected Information	Kiley Lovato	Protected Information	Protected Information	1/29/20	Served				Rodriguez
1/28/20	Subpoena	J0403CT2020-125	Globe Regional Justice Court	State of Arizona	Indalecio Cruz	Trooper Ridge/DPS 4339 Hwy 60 Miami, Az 85539	T. Gamboa # 4185/DPS 4339 Hwy 60 Miami, Az 85539	1/31/20	Served			56	Rodriguez
1/27/20	Criminal Subpoena	J0403CM2019-614	Globe Regional Justice Court	State of Arizona	Daniel Reyes	Protected Information	Protected Information	1/31/20	Served				Rodriguez
1/30/20	Criminal Subpoena	CR2018-329	Gila County Superior Court	State of Arizona	Alexis Stauffer	Deputy Keney/1100 South St Globe, Az 85501	J. Carbajal-GCSO/1177 E. Monroe St Globe, Az 85501	1/31/20	Served				Rodriguez
1/30/20	Criminal Subpoena	CR2018-329	Gila County Superior Court	State of Arizona	Alexis Stauffer	Deputy Kimbrough/1100 South St Globe, Az 85501	J. Carbajal-GCSO/1177 E. Monroe St Globe, Az 85501	1/31/20	Served				Rodriguez
1/31/20	Notice of Zoning Violation	CG1909-002	BOS	Gila County	Edward Gilmore	Edward Gilmore/904 N. Side St Globe, Az 85501	Olga Rivera Gilmore/904 S. Side St Globe, Az 85501	1/31/20	Served				Rodriguez
1/31/20	Order of Protection	J0404PO2020-016	Payson Justice Court	Protected Information	Christopher Hibbs	Christopher Hibbs/1905 N. McIlane Rd Payson, Az 85541	Christopher Hibbs/1100 South St Globe, Az 85501	1/31/20	Served				Rodriguez
1/28/20	Notice to Appear, Petition	JV2020-00010	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	None	1/31/20	Attempted				Rodriguez
1/28/20	Notice to Appear, Petition	JV2020-00010	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	None	1/31/20	Attempted				Rodriguez



**BILLING PERIOD** SERVICE FEES FOR JANUARY 2020

141342

**ARF-5919**

**Consent Agenda Item 4. J.**

**Regular BOS Meeting**

**Meeting Date:** 03/10/2020

**Reporting Period:** Payson Regional Constable's Office Monthly Report for January 2020

**Submitted For:** Tony McDaniel, Payson Regional Constable

**Submitted By:** Kimberly Rust, Constable Clerk

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**Information**

**Subject**

Payson Regional Constable's Office Monthly Report for January 2020

**Suggested Motion**

Acknowledgment of the January 2020 monthly activity report submitted by the Payson Regional Constable's Office.

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**Attachments**

January 2020

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**Terry Phillips**  
Deputy Constable



**Kimberly Rust**  
Clerk of the Constable

Office of  
**Payson Regional Constable**  
**Tony McDaniel**

## **JANUARY 2020 MONTHLY REPORT**

### **TABLE OF CONTENTS**

MONTHLY ACTIVITY LETTER

FEES COLLECTED

CONSTABLE LOG

TREASURER'S RECEIPT



Terry Phillips  
Deputy Constable



Kimberly Rust  
Constable Clerk

Office of  
Payson Regional Constable  
Tony McDaniel

February 19, 2020

Gila County Board of Supervisors  
1400 East Ash St  
Globe AZ 85501

**PAYSON REGIONAL CONSTABLE'S OFFICE MONTHLY ACTIVITY LETTER**

For the month of January 2020, the Payson Regional Constable's Office:

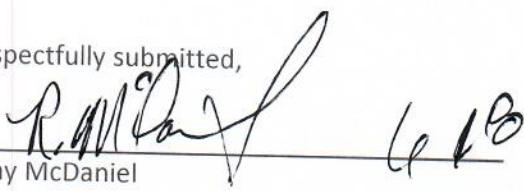
Received a total of 109 papers for service with 151 attempts.

Drove a total of 2068.4 miles.

Collected a total of \$1452.72 as follows:

Total Deposited:	\$1,406.67
Less Refunds:	<u>\$64.00</u>
Paid to General Fund:	\$1,388.72
Additonal Funds from an IGA from the Town of Payson	\$875.00
Grand Total Paid to General Fund:	<u><u>\$2,263.72</u></u>

Respectfully submitted,

  
Tony McDaniel  
Payson Regional Constable  
Gila County, Payson, Arizona

**PAYSON REGIONAL CONSTABLE OFFICE**  
**FEES COLLECTED**  
**JANUARY 2020**

DATE	RECEIVED FROM	PROCESS NUMBER	AMOUNT	CHECK / MO / CASH	RECEIPT NUMBER	REFUNDS
1/2/2020	Protected Information	2001PR002	\$40.00	Cash	534909	\$0.00
1/3/2020	Caroline Lipman	2001PR004	\$40.00	Cash	534910	\$16.00
1/6/2020	Glen Costello	2001PR010	\$48.00	Cash	534911	\$0.00
1/6/2020	GPS Servers	2001PR011	\$64.00	Check	534912	\$0.00
1/6/2020	Protected Information	2001PR001	\$24.00	Ncourt	534913	\$0.00
1/6/2020	GPS Servers	2001PR012	\$64.00	Check	534914	\$0.00
1/6/2020	GPS Servers	2001PR013	\$64.00	Check	534915	\$0.00
1/6/2020	GPS Servers	2001PR014	\$64.00	Check	534916	\$0.00
1/6/2020	GPS Servers	2001PR015	\$64.00	Check	534917	\$0.00
1/8/2020	Ann Price	2001PR029	\$40.00	Cash	534919	\$0.00
1/8/2020	Jessica Maple	2001PR032	\$40.00	Cash	534920	\$0.00
1/9/2020	Collins & Collins	1912PR003 1912PR008 1912PR038 1912PR039 1912PR061	\$286.08	Check	534921	\$0.00
1/13/2020	Phil Hineman	1911PR114	\$56.00	Check	534922	\$0.00
1/13/2020	Georgia Stratton Lann	2001PR047	\$48.00	Ncourt	534923	\$8.00
1/16/2020	PROVEST	2001PR053	\$69.00	Check	534925	\$24.00
1/17/2020	Tanya Bolin	2001PR068	\$56.00	Ncourt	534926	\$0.00
1/17/2020	Protected Information	2001PR081	\$40.00	Ncourt	534927	\$0.00
1/17/2020	Chris Stanford	2001PR082	\$40.00	Cash	534928	\$0.00
1/24/2020	Protected Information	2001PR087	\$40.00	Cash	534929	\$0.00
1/24/2020	Protected Information	2001PR088	\$40.00	Cash	534931	\$16.00
1/24/2020	Decus Legall Services	2001PR083	\$40.00	Check	534931	\$0.00
1/27/2020	Evans Dove Nelson	2001PR091	\$45.00	Check	534932	\$0.00
1/29/2020	Ellen Vork	2001PR104	\$56.00	Check	534933	\$0.00
1/29/2020	Shelley Mulligan	2001PR105	\$84.64	Money Order	534934	\$0.00
	Receipt 534918/534924 voided in book					
Collected:			\$1,452.72			
Refunds:			\$64.00			
Balance:			\$1,388.72			



# Constable Activity Log - Monthly

Constable: Tony McDaniel

Deputy: Terry Phillips

County: Gila

Constable Clerk: Kimberly Rust

Precinct: Payson




Total Cases Served/Attempted:

151

Date Received	Type of Document	Case No.	Court	Plaintiff	Defendant	Address	Person Served/ Served Via	Date Served	Service	Mileage Total:		2068.4	Notes & Served By
										Mileage Start	Mileage End	Daily Mileage	
12/31/19	Criminal Subpoena	CR201987	Gila County Superior Court	State of Arizona	Michael Cale	Lance Chabot / Protected Information	Lance Chabot / Protected Information	1/2/20	Served			62.4	Phillips
1/2/20	Injunction Against Harassment	J0404PO2019005397	Payson Regional Justice Court	Protected Information	Christopher Stanford	Christopher Stanford / 714 S Beeline HWY Payson AZ 85541	Christopher Stanford / 714 S Beeline HWY Payson AZ 85541	1/2/20	Served				Phillips
1/2/20	Thirty Day Notice	None	None	Christopher Stanford	David Kizenbaw	David Kizenbaw / 212 W Bonita St Payson AZ 85541	None	1/2/20	Attempted				Phillips
1/3/20	Summons & Complaint	2020CV4-OV	Payson Regional Justice Court	Caroline Lipman	David Robinson	David Robinson / 1000 N. Beeline Hwy. Payson, AZ 85541	David Robinson / 108 W. Main St. Payson, AZ 85541	1/3/20	Served			70.6	Phillips
1/3/20	Subpoena	2019CM5360	Payson Magistrate Court	State of Arizona	Larry Dwayne Hopson II	Deputy Conway / 108 W. Main St. Payson, AZ 85541	GCSO Clipboard - Mailbox - Email / 108 W Main St Payson AZ 85541	1/3/20	Served				Phillips
1/3/20	Subpoena	2019CR12214	Payson Magistrate Court	State of Arizona	Larry Dwayne Hopson II	Golda McElroy / Protected Information Payson, AZ 85541	Golda McElroy / Protected Information Payson, AZ 85541	1/3/20	Served				Phillips
1/3/20	Subpoena	2019CR122221	Payson Magistrate Court	State of Arizona	Delia Dawn Barnes	Jacob Lee / Protected Information. Payson, AZ 85541	None	1/3/20	Attempted				Phillips
1/3/20	Subpoena	2019CR122221	Payson Magistrate Court	State of Arizona	Delia Dawn Barnes	Jacob Lee / Protected Information. Payson, AZ 85541	Jacob Lee / Protected Information. Payson, AZ 85541	1/3/20	Served				Phillips
1/3/20	Subpoena	2019CR12214	Payson Magistrate Court	State of Arizona	Larry Dwayne Hopson II	April Christine Campbell / Protected Information Payson, AZ 85541	April Christine Campbell / Protected Information Payson, AZ 85541	1/3/20	Served				Phillips
1/6/20	Eviction Action Hearing	J0404CV202000005	Payson Regional Justice Court	Glen Costello	Jeromy Ford	Jeromy Ford / 1110 S Sycamore Payson AZ 85541	Posted & Certified Mailed / 1110 S Sycamore Payson AZ 85541	1/6/20	Served			87.7	McDaniel
1/6/20	Order of Protection	P0400PO20200001	Gila County Superior Court	Protected Information	Jameson Davis	Jameson Davis / 1005 S Goodfellow Payson AZ 85541	Jameson Davis / 1005 S Goodfellow Payson AZ 85541	1/6/20	Served				McDaniel
1/2/20	Thirty Day Notice	None	None	Christopher Stanford	David Kizenbaw	David Kizenbaw / 108 W Main St Payson AZ 85541	David Kizenbaw / 108 W Main St Payson AZ 85541	1/6/20	Served				McDaniel
1/6/20	Summons & Complaint	2019CV545UN	Payson Regional Justice Court	LVNV Funding LLC	Ryan McMullen & J. Doe	Ryan McMullen & J. Doe / 480 S Rainbow Dr #6 Star Valley AZ 85541	Moved out of Jurisdiction	1/6/20	Attempted				McDaniel
1/6/20	Summons & Complaint	2019CV5450UN	Payson Regional Justice Court	LVNV Funding LLC	Tyler Polk & J. Doe	Tyler Polk & J. Doe / 1203 W Gold Nugget Ln Payson AZ 85541	Moved out of Jurisdiction	1/6/20	Attempted				McDaniel
1/6/20	Summons & Complaint	2019CV54510V	Payson Regional Justice Court	LVNV Funding LLC	Randee Lundbom & J. Doe	Randee Lundbom & J. Doe / 200 W Aero #3 Payson AZ 85541	None	1/6/20	Attempted				McDaniel
1/6/20	Summons & Complaint	2019CV5445UN	Payson Regional Justice Court	LVNV Funding LLC	Diane Enos & J. Doe	Diane Enos & J. Doe / 1102 S Sycamore Cir Payson AZ 85541	None	1/6/20	Attempted				McDaniel
1/6/20	Summons & Complaint	2019CV5443UN	Payson Regional Justice Court	LVNV Funding LLC	Heather McLanahan & J. Doe	Heather McLanahan & J. Doe / 407 E Edelweiss Cir Payson AZ 85541	Heather McLanahan / 200 E Block HWY 260 Payson AZ 85541	1/7/20	Served			72.3	McDaniel
1/3/20	Subpoena	2019CM5360	Payson Magistrate Court	State of Arizona	Larry Dwayne Hopson II	Jennifer Hopson / Protected Information	None	1/7/20	Attempted				McDaniel
1/3/20	Subpoena	2019CM5360	Payson Magistrate Court	State of Arizona	Larry Dwayne Hopson II	Jennifer Hopson / Protected Information	Jennifer Hopson / Protected Information	1/7/20	Served				McDaniel
1/7/20	Notice to Appear; Petition	JV2019181	Gila County Superior Court	State of Arizona	Protected Information	Danny Owens / Protected Information	Danny Owens / Protected Information	1/7/20	Served				McDaniel

# Constable Activity Log - Monthly

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County: Gila

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Precinct: Payson




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151

Mileage Total: 2068.4

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
1/6/20	Summons & Complaint	2019CV54510V	Payson Regional Justice Court	LVNV Funding LLC	Randee Lundbom & J. Doe	Randee Lundbom & J. Doe / 200 W Aero #3 Payson AZ 85541	None	1/7/20	Attempted				McDaniel
1/6/20	Summons & Complaint	2019CV54510V	Payson Regional Justice Court	LVNV Funding LLC	Randee Lundbom & J. Doe	Randee Lundbom & J. Doe / 200 W Aero #3 Payson AZ 85541	Randee Lundbom & J. Doe / 200 W Aero #3 Payson AZ 85541	1/7/20	Served				McDaniel
1/7/20	Summons	J0404CM2019005379	Payson Regional Justice Court	State of Arizona	James Nelson Jr	James Nelson Jr / 300 S Tonto Payson AZ 85541	None	1/7/20	Attempted				McDaniel
1/7/20	Summons	J0404CM2019005379	Payson Regional Justice Court	State of Arizona	James Nelson Jr	James Nelson Jr / 108 W Main St Payson AZ 85541	James Nelson Jr / 108 W Main St Payson AZ 85541	1/7/20	Served				McDaniel
1/7/20	Notice to Appear; Petition	JV2019181	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	None	1/7/20	Attempted				McDaniel
1/7/20	Criminal Subpoena	CR2019456	Gila County Superior Court	State of Arizona	Alexander Frausto	Officer Castenada / 303 N Beeline HWY Payson AZ 85541	PPD Front Desk Reception / 303 N Beeline HWY Payson AZ 85541	1/7/20	Served				McDaniel
1/7/20	Criminal Subpoena	CR2019456	Gila County Superior Court	State of Arizona	Alexander Frausto	Detective Cadwell / 303 N Beeline HWY Payson AZ 85541	PPD Front Desk Reception / 303 N Beeline HWY Payson AZ 85541	1/7/20	Served				McDaniel
1/7/20	Criminal Subpoena	CR2019456	Gila County Superior Court	State of Arizona	Alexander Frausto	Detective Hansen / 303 N Beeline HWY Payson AZ 85541	PPD Front Desk Reception / 303 N Beeline HWY Payson AZ 85541	1/7/20	Served				McDaniel
1/7/20	Criminal Subpoena	CR2019456	Gila County Superior Court	State of Arizona	Alexander Frausto	Guadalupe Frausto / Protected Information	None	1/7/20	Attempted				McDaniel
1/6/20	Summons & Complaint	2019CV5445UN	Payson Regional Justice Court	LVNV Funding LLC	Diane Enos & J. Doe	Diane Enos & J. Doe / 1102 S Sycamore Cir Payson AZ 85541	None	1/7/20	Attempted				McDaniel
1/6/20	Summons & Complaint	2019CV5445UN	Payson Regional Justice Court	LVNV Funding LLC	Diane Enos & J. Doe	Diane Enos & J. Doe / 1102 S Sycamore Cir Payson AZ 85541	None	1/7/20	Attempted				McDaniel
1/7/20	Notice to Appear; Petition	JV2019181	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	Protected Information	1/8/20	Served			145.8	McDaniel
1/7/20	Criminal Subpoena	CR2019456	Gila County Superior Court	State of Arizona	Alexander Frausto	Guadalupe Frausto / Protected Information	Moved out of State	1/8/20	Attempted				McDaniel
1/7/20	Summons	M0444CT2019013150	Payson Magistrate Court	State of Arizona	Roy Wilson	Roy Wilson / 8186 W Stallion Rd Payson AZ 85541	None	1/8/20	Attempted				Phillips
1/7/20	Summons	M0444CT2019013150	Payson Magistrate Court	State of Arizona	Roy Wilson	Roy Wilson / 609 S Colcord #1 Payson AZ 85541	Roy Wilson / 609 S Colcord #1 Payson AZ 85541	1/8/20	Served				Phillips
1/8/20	Subpoena	J0404CT2019006365	Payson Regional Justice Court	State of Arizona	Gerald Anderson	Trooper Montgomery / 201 N Colcord Payson AZ 85541	Captain White / 201 N Colcord Payson AZ 85541	1/8/20	Served				Phillips
1/8/20	Subpoena	J0404CT2019006112	Payson Regional Justice Court	State of Arizona	Shawn Perovich	Trooper Harold / 201 N Colcord Payson AZ 85541	Captain White / 201 N Colcord Payson AZ 85541	1/8/20	Served				Phillips
1/8/20	Subpoena	M0447CT2019015261	Star Valley Magistrate Court	State of Arizona	Jacqueline McLeod	Deputy Highstreet / 108 W Main St Payson AZ 85541	GCSO Clipboard - Mailbox - Email / 108 W Main St Payson AZ 85541	1/8/20	Served				Phillips
1/6/20	Summons & Complaint	2019CV5445UN	Payson Regional Justice Court	LVNV Funding LLC	Diane Enos & J. Doe	Diane Enos & J. Doe / 1102 S Sycamore Cir Payson AZ 85541	Diane Enos & J. Doe / 1102 S Sycamore Cir Payson AZ 85541	1/8/20	Served				McDaniel
1/8/20	Summons & Complaint	J0404CV2020000010	Payson Regional Justice Court	Ann Price	Sue Harper	Sue Harper / 300 N Beeline HWY Payson AZ 85541	None	1/8/20	Attempted				McDaniel



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Date Received	Type of Document	Case No.	Court	Plaintiff	Defendant	Address	Person Served/ Served Via	Date Served	Service	Mileage Start	Mileage End	Daily Mileage	Notes & Served By
1/8/20	Summons	M0444CM2019013110	Payson Magistrate Court	State of Arizona	Tyler Herrera	Tyler Herrera / 603 S St Phillips Payson AZ 85541	None	1/8/20	Attempted				Phillips
1/8/20	Summons & Complaint	J0404CV2020000010	Payson Regional Justice Court	Ann Price	Sue Harper	Sue Harper / 300 N Beeline HWY Payson AZ 85541	Sue Harper / 300 N Beeline HWY Payson AZ 85541	1/9/20	Served			148.9	McDaniel
1/9/20	Subpoena	2019CR12188	Payson Magistrate Court	State of Arizona	Joseph Corrigan	Protected Information	Michelle Fialkosky / Protected Information	1/9/20	Served				Phillips
1/9/20	Subpoena	2019CR12188	Payson Magistrate Court	State of Arizona	Joseph Corrigan	Michelle Fialkosky / Protected Information	Michelle Fialkosky / Protected Information	1/9/20	Served				Phillips
1/9/20	Subpoena	J0404CT2019006206	Payson Regional Justice Court	State of Arizona	Terri Mitchell	Trooper Vacca / 201 N Colcord Payson AZ 85541	Sgt Manjarres / 201 N Colcord Rd Payson AZ 85541	1/9/20	Served				Phillips
1/9/20	Summons & Complaint	J0404CV2020-11	Payson Regional Justice Court	Jessica Maples	Michael Harte II	Michael Harte II / 700 E Tahoe Vista Cir Payson AZ 85541	Michael Harte II / 700 E Tahoe Vista Cir Payson AZ 85541	1/9/20	Served				Phillips
1/8/20	Summons	M0444CM2019013110	Payson Magistrate Court	State of Arizona	Tyler Herrera	Tyler Herrera / 603 S St Phillips Payson AZ 85541	None	1/9/20	Attempted				Phillips
1/8/20	Summons	M0444CM2019013110	Payson Magistrate Court	State of Arizona	Tyler Herrera	Tyler Herrera / 603 S St Phillips Payson AZ 85541	Tyler Herrera / 603 S St Phillips Payson AZ 85541	1/9/20	Served				Phillips
1/9/20	Hearing Prior to Issue of Injunction Against Harassment	J0404PO20200000011	Payson Regional Justice Court	Protected Information	Deanna White	Deanna White / 3792 E HWY 260 Star Valley AZ 85541	Deanna White / 3792 E HWY 260 Star Valley AZ 85541	1/9/20	Served				McDaniel
1/9/20	Hearing Prior to Issue of Injunction Against Harassment	J0404PO20200000011	Payson Regional Justice Court	Protected Information	Deanna White	Protected Information	None	1/9/20	Attempted				Phillips
1/10/19	Injunction Against Harassment	J0404PO2020000003	Payson Regional Justice Court	Protected Information	Joshua Johnson	Joshua Johnson / 216 Parkwood Rd Payson AZ 85541	None	1/10/20	Attempted			74.5	Phillips
1/10/19	Injunction Against Harassment	J0404PO2020000003	Payson Regional Justice Court	Protected Information	Joshua Johnson	Joshua Johnson / 216 Parkwood Rd Payson AZ 85541	Joshua Johnson / 216 Parkwood Rd Payson AZ 85541	1/10/20	Served				Deputy Havey
1/9/20	Hearing Prior to Issue of Injunction Against Harassment	J0404PO20200000011	Payson Regional Justice Court	Protected Information	Deanna White	Protected Information	None	1/10/20	Attempted				Phillips
1/10/20	Subpoena	2019TR1723	Payson Regional Justice Court	State of Arizona	Sean Mosher	Trooper Richardson / 201 N Colcord Rd Payson AZ 85541	Trooper Richardson / 201 N Colcord Rd Payson AZ 85541	1/10/20	Served				Phillips
1/10/20	Subpoena	2017CR12	Payson Magistrate Court	State of Arizona	James Henry Norris McCulloh	Roseanne McCulloh / Protected Information	Roseanne McCulloh / Protected Information	1/10/20	Served				Phillips
1/9/20	Hearing Prior to Issue of Injunction Against Harassment	J0404PO20200000011	Payson Regional Justice Court	Protected Information	Deanna White	Protected Information	Protected Information	1/10/20	Served				Phillips
1/10/20	Subpoena	2019CR12139	Payson Magistrate Court	State of Arizona	James Henry Norris McCulloh	Terra Wilson / Protected Information	Terra Wilson / Protected Information	1/10/20	Served				Phillips
1/10/20	Order of Protection	J0404PO2020000004	Payson Regional Justice Court	Protected Information	Jody Sullivan	Jody Sullivan / 814 E Oxbow Cir Payson AZ 85541	None	1/10/20	Attempted				Phillips
1/10/20	Order of Protection	J0404PO2020000004	Payson Regional Justice Court	Protected Information	Jody Sullivan	Jody Sullivan / 962 W Oxbow Trl #L Payson AZ 85541	Jody Sullivan / 962 W Oxbow Trl #L Payson AZ 85541	1/10/20	Served				Phillips
1/13/20	Order of Protection	J0404PO2020000006	Payson Regional Justice Court	Protected Information	Jill Petrie	Jill Petrie / 2057 S Moonlight Dr Star Valley AZ 85541	Jill Petrie / 2057 S Moonlight Dr Star Valley AZ 85541	1/13/20	Served			67.5	McDaniel

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1/13/20	Order of Protection	P0400PO202000008	Gila County Superior Court	Protected Information	Jeremy Friestad	Jeremy Friestad / 901 N McLane Rd Payson AZ 85541	None	1/13/20	Attempted				McDaniel
1/13/20	Amended Order of Protection	P0400PO201900064	Gila County Superior Court	Protected Information	Jeremy Friestad	Jeremy Friestad / 901 N McLane Rd Payson AZ 85541	None	1/13/20	Attempted				McDaniel
1/13/20	Order of Protection	P0400PO202000008	Gila County Superior Court	Protected Information	Jeremy Friestad	Jeremy Friestad / 808 S McLane Rd Payson AZ 85541	None	1/13/20	Attempted				McDaniel
1/13/20	Amended Order of Protection	P0400PO201900064	Gila County Superior Court	Protected Information	Jeremy Friestad	Jeremy Friestad / 808 S McLane Rd Payson AZ 85541	None	1/13/20	Attempted				McDaniel
1/8/20	Summons	M0444CM2019013112	Payson Magistrate Court	State of Arizona	Brodei Nitso	Brodei Nitso / 108 W Main St Payson AZ 85541	Brodei Nitso / 108 W Main St Payson AZ 85541	1/13/20	Served				McDaniel
1/13/20	Subpoena	M0444CT2019013200	Payson Magistrate Court	State of Arizona	Myrl Foster	Officer Bathke / 303 N Beeline HWY Payson AZ 85541	PPD Front Desk Reception / 303 N Beeline HWY Payson AZ 85541	1/13/20	Served				McDaniel
1/13/20	Subpoena	M0444LC2019013003	Payson Magistrate Court	State of Arizona	Jack Thompson Jr.	Officer Brennan / 303 N Beeline HWY Payson AZ 85541	PPD Front Desk Reception / 303 N Beeline HWY Payson AZ 85541	1/13/20	Served				McDaniel
1/13/20	Eviction Action Hearing	J0404CV2020000013	Payson Regional Justice Court	Georgia Stratton Lann	Mary Hansen	Mary Hansen / 8170 Gunsight Ridge Payson AZ 85541	Mary Hansen / 8170 Gunsight Ridge Payson AZ 85541	1/14/20	Served			67.5	McDaniel
1/14/20	Criminal Subpoena	CR2018-188	Gila County Superior Court	State of Arizona	Tanner Hatch	Vickie Andrews / Protected Information	Vickie Andrews / Protected Information	1/14/20	Served				McDaniel
1/14/20	Criminal Subpoena	CR2018-188	Gila County Superior Court	State of Arizona	Tanner Hatch	Detective Johnson / 303 N Beeline HWY Payson AZ 85541	PPD Front Desk Reception / 303 N Beeline HWY Payson AZ 85541	1/14/20	Served				McDaniel
1/14/20	Criminal Subpoena	CR2018-188	Gila County Superior Court	State of Arizona	Tanner Hatch	Detective Hansen / 303 N Beeline HWY Payson AZ 85541	PPD Front Desk Reception / 303 N Beeline HWY Payson AZ 85541	1/14/20	Served				McDaniel
1/14/20	Criminal Subpoena	CR2018-188	Gila County Superior Court	State of Arizona	Tanner Hatch	Greg Wyman / Protected Information	Greg Wyman / Protected Information	1/14/20	Served				McDaniel
1/15/20	Summons	J0404CF2020000008	Payson Regional Justice Court	State of Arizona	James Garlow	James Garlow / 700 S Oak St #A Payson AZ 85541	None	1/16/20	Attempted			71.4	Phillips
1/15/20	Summons	J0404CF2020000008	Payson Regional Justice Court	State of Arizona	James Garlow	James Garlow / 202 N Beeline HWY Payson AZ 85541	James Garlow / 202 N Beeline HWY Payson AZ 85541	1/16/20	Served				Phillips
1/16/20	Summons & Complaint	2019CV5332OV	Payson Regional Justice Court	Jefferson Capital	Jamie Williams	Jamie Williams / 302 N Mahoney Cir Payson AZ 85541	None	1/16/20	Attempted				Phillips
1/17/20	Criminal Subpoena	CR2019451	Gila County Superior Court	State of Arizona	John Douglas Allen	Deputy Cross / 108 W Main St Payson AZ 85541	GCSO Clipboard - Mailbox - Email / 108 W Main St Payson AZ 85541	1/17/20	Served			100.1	Phillips
1/17/20	Criminal Subpoena	CR2019451	Gila County Superior Court	State of Arizona	John Douglas Allen	Deputy Havey / 108 W Main St Payson AZ 85541	GCSO Clipboard - Mailbox - Email / 108 W Main St Payson AZ 85541	1/17/20	Served				Phillips
1/17/20	Criminal Subpoena	CR2019451	Gila County Superior Court	State of Arizona	John Douglas Allen	Deputy Fulton / 108 W Main St Payson AZ 85541	GCSO Clipboard - Mailbox - Email / 108 W Main St Payson AZ 85541	1/17/20	Served				Phillips
1/17/20	Criminal Subpoena	CR2019451	Gila County Superior Court	State of Arizona	John Douglas Allen	Deputy Todd / 108 W Main St Payson AZ 85541	GCSO Clipboard - Mailbox - Email / 108 W Main St Payson AZ 85541	1/17/20	Served				Phillips
1/17/20	Criminal Subpoena	CR2019451	Gila County Superior Court	State of Arizona	John Douglas Allen	Deputy Conway / 108 W Main St Payson, AZ 85541	GCSO Clipboard - Mailbox - Email / 108 W Main St Payson AZ 85541	1/17/20	Served				Phillips



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1/17/20	Criminal Subpoena	CR2019451	Gila County Superior Court	State of Arizona	John Douglas Allen	Detective Baltz / 108 W Main St Payson AZ 85541	GCSO Clipboard - Mailbox - Email / 108 W Main St Payson AZ 85541	1/17/20	Served				Phillips
1/17/20	Criminal Subpoena	CR2019451	Gila County Superior Court	State of Arizona	John Douglas Allen	Deputy Kerszykowski / 108 W Main St Payson AZ 85541	GCSO Clipboard - Mailbox - Email / 108 W Main St Payson AZ 85541	1/17/20	Served				Phillips
1/17/20	Criminal Subpoena	CR2019451	Gila County Superior Court	State of Arizona	John Douglas Allen	Deputy Sanks / 108 W Main St Payson AZ 85541	GCSO Clipboard - Mailbox - Email / 108 W Main St Payson AZ 85541	1/17/20	Served				Phillips
1/17/20	Criminal Subpoena	CR2019451	Gila County Superior Court	State of Arizona	John Douglas Allen	Sgt Newman / 108 W Main St Payson AZ 85541	GCSO Clipboard - Mailbox - Email / 108 W Main St Payson AZ 85541	1/17/20	Served				Phillips
1/17/20	Criminal Subpoena	CR2019451	Gila County Superior Court	State of Arizona	John Douglas Allen	Sgt Binney / 108 W Main St Payson AZ 85541	GCSO Clipboard - Mailbox - Email / 108 W Main St Payson AZ 85541	1/17/20	Served				Phillips
1/17/20	Criminal Subpoena	CR2019451	Gila County Superior Court	State of Arizona	John Douglas Allen	Norma Scibetta / Protected Information	Norma Scibetta / Protected Information	1/17/20	Served				Phillips
1/17/20	Criminal Subpoena	CR2019451	Gila County Superior Court	State of Arizona	John Douglas Allen	Gary Plunkett / Protected Information	None	1/17/20	Attempted				Phillips
1/17/20	Letter	None	None	Chris Stanford	Charles Stamper	Charles Stamper / 212 W Bonita St Payson AZ 85541	Charles Stamper / 212 W Bonita St Payson AZ 85541	1/17/20	Served				Phillips
1/17/20	Injunction Against Harassment	J0404PO202000009	Payson Regional Justice Court	Protected Information	Jospeh LeSueur	Jospeh LeSueur / 609 W Overland Rd Payson AZ 85541	Jospeh LeSueur / 609 W Overland Rd Payson AZ 85541	1/17/20	Served				Phillips
1/17/20	Criminal Subpoena	CR2019451	Gila County Superior Court	State of Arizona	John Douglas Allen	Barbara Shackelford / Protected Information	Barbara Shackelford / Protected Information	1/17/20	Served				Phillips
1/17/20	Criminal Subpoena	CR2019451	Gila County Superior Court	State of Arizona	John Douglas Allen	Arnold Shackelford / Protected Information	Arnold Shackelford / Protected Information	1/17/20	Served				Phillips
1/17/20	Criminal Subpoena	CR2019451	Gila County Superior Court	State of Arizona	John Douglas Allen	Joseph Scibetta / Protected Information	Joseph Scibetta / Protected Information	1/17/20	Served				Phillips
1/17/20	Criminal Subpoena	CR2019451	Gila County Superior Court	State of Arizona	John Douglas Allen	Kody Kelton / Protected Information	None	1/17/20	Attempted				Phillips
1/17/20	Criminal Subpoena	CR2019451	Gila County Superior Court	State of Arizona	John Douglas Allen	Kody Kelton / 108 W Main St Payson AZ 85541	Kody Kelton / 108 W Main St Payson AZ 85541	1/17/20	Served				Deputy Labonte
1/17/20	Criminal Subpoena	CR2019451	Gila County Superior Court	State of Arizona	John Douglas Allen	Rhonda Schutz / Protected Information	Rhonda Schutz / Protected Information	1/17/20	Served				Phillips
1/17/20	Criminal Subpoena	CR2019451	Gila County Superior Court	State of Arizona	John Douglas Allen	Robert Johnson / Protected Information	Robert Johnson / Protected Information	1/17/20	Served				Phillips
1/17/20	Criminal Subpoena	CR2019451	Gila County Superior Court	State of Arizona	John Douglas Allen	Jesse Alba / Protected Information	Jesse Alba / Protected Information	1/17/20	Served				Phillips
1/17/20	Criminal Subpoena	CR2019451	Gila County Superior Court	State of Arizona	John Douglas Allen	Robert Oconnor / Protected Information	Robert Oconnor / Protected Information	1/17/20	Served				Phillips
1/17/20	Criminal Subpoena	CR2019451	Gila County Superior Court	State of Arizona	John Douglas Allen	Dewey Boone II / Protected Information	None	1/17/20	Attempted				Phillips
1/17/20	Criminal Subpoena	CR2019451	Gila County Superior Court	State of Arizona	John Douglas Allen	Sailem Melton / Protected Information	Sailem Melton / Protected Information	1/17/20	Served				Phillips

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										Mileage Start	Mileage End	Daily Mileage	
1/17/20	Subpoena	M0444CT2019013191	Payson Magistrate Court	State of Arizona	Rodney Weimer	Officer Evans / 303 N Beeline HWY Payson AZ 85541	PPD Front Desk Reception / 303 N Beeline HWY Payson AZ 85541	1/17/20	Served				Phillips
1/17/20	Criminal Subpoena	CR2019451	Gila County Superior Court	State of Arizona	John Douglas Allen	Karen Johnson / Protected Information	None	1/17/20	Attempted				Phillips
1/17/20	Divorce Packet	DO20200017	Gila County Superior Court	Jared Prock	Kelly Prock	Kelly Prock / 304 S Ryan Dr Payson AZ 85541	Kelly Prock / 304 S Ryan Dr Payson AZ 85541	1/17/20	Served				Phillips
1/17/20	Criminal Subpoena	CR2019451	Gila County Superior Court	State of Arizona	John Douglas Allen	Karen Johnson / Protected Information	Karen Johnson / Protected Information	1/17/20	Served				Phillips
1/17/20	Criminal Subpoena	CR2019451	Gila County Superior Court	State of Arizona	John Douglas Allen	Dewey Boone II / Protected Information	Dewey Boone II / Protected Information	1/17/20	Served				Phillips
1/17/20	Summons	M0444TR2020012014	Payson Magistrate Court	State of Arizona	Mark Held	Mark Held / Jakes Corner RV #37 Jakes Corner AZ 85541	None	1/17/20	Attempted				Phillips
1/20/20	None	None	None	Travel to Tubac AZ for Training				1/20/20	None				196.0 Entire Staff
1/21/20	None	None	None	Training in Tubac AZ				1/21/20	None				Entire Staff
1/22/20	None	None	None	Training in Tubac AZ				1/22/20	None				Entire Staff
1/23/20	None	None	None	Training in Tubac AZ / Travel to Payson AZ				1/23/20	None				192.7 Entire Staff
1/24/20	Subpoena	M044CT2019015257	Star Valley Magistrate Court	State of Arizona	Greg Decaire	Deputy Highstreet / 108 W Main St Payson AZ 85541	GCSO Clipboard - Mailbox - Email / 108 W Main St Payson AZ 85541	1/24/20	Served				88.4 McDaniel
1/17/20	Criminal Subpoena	CR2019451	Gila County Superior Court	State of Arizona	John Douglas Allen	Gary Plunkett / Protected Information		1/24/20	Attempted				McDaniel
1/17/20	Criminal Subpoena	CR2019451	Gila County Superior Court	State of Arizona	John Douglas Allen	Gary Plunkett / Protected Information	Gary Plunkett / Protected Information	1/24/20	Served				McDaniel
1/24/20	Summons & Complaint	CC2020-0046425C	West Mesa Justice Court	Checkmate Express Corporation	Alutha Skidmore	Alutha Skidmore / 507 S Ponderosa #A Payson AZ 85541	None	1/24/20	Attempted				McDaniel
1/24/20	Summons & Complaint	CC2020-0046425C	West Mesa Justice Court	Checkmate Express Corporation	Alutha Skidmore	Alutha Skidmore / 107 E Lone Pine Dr Payson AZ 85541	None	1/24/20	Attempted				McDaniel
1/24/20	Summons & Complaint	CC2020-0046425C	West Mesa Justice Court	Checkmate Express Corporation	Alutha Skidmore	Alutha Skidmore / 108 W Main St Payson AZ 85541	Alutha Skidmore / 108 W Main St Payson AZ 85541	1/24/20	Served				Rust
1/24/20	Notice to Appear; Petition	JV202000009	Gila County Superior Court	State of Arizona	Protected Information	Anne McGee / Protected Information	None	1/24/20	Attempted				McDaniel
1/24/20	Hearing Order Notice on Order of Protection	2020PO000004	Payson Regional Justice Court	Protected Information	Jody Sullivan	Jody Sullivan / 962 W Oxbow TRL #L Payson AZ 85541	None	1/24/20	Attempted				McDaniel
1/24/20	Notice to Appear; Petition	JV202000009	Gila County Superior Court	State of Arizona	Protected Information	Anne McGee / Protected information	None	1/24/20	Attempted				McDaniel
1/24/20	Hearing Order Notice on Order of Protection	2020PO000004	Payson Regional Justice Court	Protected Information	Jody Sullivan	Jody Sullivan / 962 W Oxbow TRL #J Payson AZ 85541	Jody Sullivan / 962 W Oxbow TRL #J Payson AZ 85541	1/24/20	Attempted				McDaniel



# Constable Activity Log - Monthly

Constable: Tony McDaniel

Deputy: Terry Phillips  
Constable Clerk: Kimberly Rust

County: Gila  
Precinct: Payson



Total Cases Served/Attempted:

151

Mileage Total: 2068.4

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
1/24/20	Notice to Appear; Petition	JV202000009	Gila County Superior Court	State of Arizona	Protected Information	Anne McGee / Protected Information	None	1/24/20	Attempted				McDaniel
1/27/20	Subpoena	M0444CT2019013191	Payson Magistrate Court	State of Arizona	Rodney Weimer	Officer Evans / 303 N Beeline HWY Payson AZ 85541	PPD Front Desk Reception / 303 N Beeline HWY Payson AZ 85541	1/27/20	Served			112.5	McDaniel
1/24/20	Divorce Packet	FC2020000226	Maricopa Superior Court	Christina Zenko	Michael Zenko	Michael Zenko / 910 Chenault Pkwy Payson AZ 85541	Michael Zenko / 910 Chenault Pkwy Payson AZ 85541	1/27/20	Served				McDaniel
1/27/20	Eviction Action Hearing	J0404CV2020000022	Payson Regional Justice Court	Lamplighter RV Park	Valerie Leigh	Valerie Leigh / 3933 E AZ HWY 260; unit 51 Star Valley AZ 85541	Posted & Certified Mailed / 3933 E AZ HWY 260, unit 51 Star Valley AZ 85541	1/27/20	Served				McDaniel
1/27/20	Injunction Against Harassment	J0404PO2020000013	Payson Regional Justice Court	Protected Information	Kade Bilske	Kade Bilske / 301 S McLane Rd Payson AZ 85541	Kade Bilske / 301 S McLane Rd Payson AZ 85541	1/27/20	Served				McDaniel
1/13/20	Order of Protection	P0400PO202000008	Gila County Superior Court	Protected Information	Jeremy Friestad	Jeremy Friestad / 901 N McLane Rd Payson AZ 85541	None	1/27/20	Attempted				McDaniel
1/13/20	Amended Order of Protection	P0400PO2019000064	Gila County Superior Court	Protected Information	Jeremy Friestad	Jeremy Friestad / 901 N McLane Rd Payson AZ 85541	None	1/27/20	Attempted				McDaniel
1/13/20	Order of Protection	P0400PO202000008	Gila County Superior Court	Protected Information	Jeremy Friestad	Jeremy Friestad / 100 W Frontier Payson AZ 85541	Jeremy Friestad / 100 W Frontier Payson AZ 85541	1/27/20	Served				McDaniel
1/13/20	Amended Order of Protection	P0400PO2019000064	Gila County Superior Court	Protected Information	Jeremy Friestad	Jeremy Friestad / 100 W Frontier Payson AZ 85541	Jeremy Friestad / 100 W Frontier Payson AZ 85541	1/27/20	Served				McDaniel
1/24/20	Injunction Against Harassment	J0404CV2020000011	Payson Regional Justice Court	Protected Information	David Kinzenbaw	David Kinzenbaw / 212 W Bonita Payson AZ 85541	None	1/27/20	Attempted				McDaniel
1/24/20	Injunction Against Harassment	J0404CV2020000010	Payson Regional Justice Court	Protected Information	David Kinzenbaw	David Kinzenbaw / 212 W Bonita Payson AZ 85541	None	1/27/20	Attempted				McDaniel
1/28/20	Injunction Against Harassment	J0404PO2020000014	Payson Regional Justice Court	Protected Information	Debora Holler	Debora Holler / 190 N Cornerstone Way #34 Star Valley AZ 85541	Debora Holler / 190 N Cornerstone Way #34 Star Valley AZ 85541	1/28/20	Served			67.4	McDaniel
1/28/20	Order of Protection	J0404PO2020000015	Payson Regional Justice Court	Protected Information	Raymond Ryan Jr	Raymond Ryn Jr / 151 E Moonlight Star Valley AZ 85541	None	1/28/20	Attempted				McDaniel
1/28/20	Arrest Warrant	J0404CR20180000152	Payson Regional Justice Court	State of Arizona	Kayla Harley	Kayla Harley / Phone Call	Advised of warrant on phone	1/28/20	Notified				McDaniel
1/24/20	Notice to Appear; Petition	JV202000009	Gila County Superior Court	State of Arizona	Protected Information	Anne McGee / Protected Information	None	1/28/20	Attempted				McDaniel
1/29/20	Divorce Packet	DO2020000015	Gila County Superior Court	Beth Kendall	Wyman Kendall	Wyman Kendall / 113 W Rancho Rd Payson AZ 85541	Wyman Kendall / 113 W Rancho Rd Payson AZ 85541	1/29/20	Served			172.4	McDaniel
1/29/20	Notice to Appear; Petition	JV2020000014	Gila County Superior Court	State of Arizona	Protected Information	Richard Moreno / Protected Information	Richard Moreno / Protected Information	1/29/20	Served				McDaniel
1/28/20	Arrest Warrant	M0444TR2019012453	Payson Magistrate Court	State of Arizona	Howard Hamer	Howard Hamer / Phone Call	Advised of warrant on phone	1/29/20	Notified				Phillips
1/29/20	Child Support Packet	FC2003-006424	Maricopa Superior Court	Shelley Mulligan	David Lofano	David Lofano / 7911 W Sumac Cir Strawberry AZ 85544	None	1/29/20	Attempted				Phillips
1/29/20	Notice of Seizure	None	Gila County Attorney Office	State of Arizona	Kayleen Zaragoza	Kayleen Zaragoza / Protected Information	None	1/29/20	Attempted				McDaniel

Deputy: Terry Phillips  
Stable Clerk: Kimberly Rust

County:	Gila	
Precinct:	Payson	




151

7 January 20



127967 FEB 14 8

127967 FEB 1982

GRANT # \_\_\_\_\_

FUND # \_\_\_\_\_

BILLING PERIOD January 2020

Account Code	Direct Deposit / Check #	Revenue Description	Amount	
1005-324-7405.80	1189	Service Fees	1266	03
	3604		56	00
	7541913		84	64
	132			
			1406	67

**Title** Constable Clerk

**Title** Constable

Currency		
Coins		
Checks		1406.67
Total		1406.67

Paul

Date 2/19/2020

141234

**ARF-5898**

**Consent Agenda Item 4. K.**

**Regular BOS Meeting**

**Meeting Date:** 03/10/2020

**Reporting Period:** Monthly Report for January 2020

**Submitted For:** Mary Navarro, Justice Court Operations Mgr.

**Submitted By:** Mary Navarro, Justice Court Operations Mgr.

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**Information**

**Subject**

Globe Regional Justice of the Peace's Office Monthly Report for January 2020.

**Suggested Motion**

Acknowledgment of the January 2020 monthly activity report submitted by the Globe Regional Justice of the Peace's Office.

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**Attachments**

Monthly Report for January 2020

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January, 2020	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	\$ 249.84	\$ 12.49	\$ 237.35
Drug and Gang Enforcement Fines	ZDECJ		STATE	\$ 101.78	\$ 5.09	\$ 96.69
Dangerous Plants, Pests, & Diseases Trust Fund	ZDPP		STATE	\$ -	\$ -	\$ -
Domestic Violence Shelter Fund	ZDVSF		STATE	\$ 170.06	\$ 8.50	\$ 161.56
FARE Special Collection Fee 19%	ZFAR1		STATE	\$ 4,393.61	\$ -	\$ 4,393.61
FARE Delinquency Fee \$35.00	ZFAR2		STATE	\$ 1,714.87	\$ -	\$ 1,714.87
FARE Enhanced Special Collections Fee	ZFAR3		STATE	\$ 148.24	\$ -	\$ 148.24
FARE Enhancement Fee \$49.00	ZFAR4		STATE	\$ 635.10	\$ -	\$ 635.10
Game and Fish - Wildlife	ZGF		STATE	\$ -	\$ -	\$ -
Extra DUI Assessment \$500	ZGFDU		STATE	\$ 921.97	\$ 46.10	\$ 875.87
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	\$ 3,068.72	\$ 153.44	\$ 2,915.28
State Treasurer General Fund	ZSTAT		STATE	\$ -	\$ -	\$ -
AZ DPS Forensics Fund	ZADPS	0872-2061		\$ 497.43	\$ 24.88	\$ 472.55
Alternative Dispute Resolution	ZADR	848-2061	T848-2061	\$ 54.51	\$ 2.73	\$ 51.78
Arson Detection Reward Fund 41-2167D	ZADRF	901-2061	T901-2061	\$ -	\$ -	\$ -
Confidential Address Assessment - State Treasurer	ZCAA1	884-2061		\$ 161.57	\$ 8.08	\$ 153.49
Confidential Address Assessment - Local	ZCAA2	1005-311-3800-30		\$ 8.50	\$ 0.43	\$ 8.07
\$5 Constable Training Fund	ZCECF	0915-2061		\$ -	\$ -	\$ -
Citizens Clean Elections	ZCEF	888-2061	T888-2061	\$ 1,562.35	\$ -	\$ 1,562.35
Criminal Justice Enhancement 67%	ZCJEF	812-2061	T812-2061	\$ 7,021.99	\$ 351.10	\$ 6,670.89
Defensive Driving Diversion Fee	ZDDS	1005-311-3510-10	X105-4831	\$ 3,074.00	\$ 153.70	\$ 2,920.30
DNA State Surcharge 3% 12-116.01C	ZDNAS	872-2061	T872-2061	\$ 375.19	\$ 18.76	\$ 356.43
DUI Abatement	ZDUIA	889-2061	T889-2061	\$ 146.50	\$ 7.33	\$ 139.17
Elected Officials Retirement Fund 14.09%	ZEORF	801-2061	T801-2061	\$ 406.76	\$ 20.34	\$ 386.42
Elected Officials Retirement Plan 8.00%	ZEORP	0874-2061	T0874-2061	\$ 173.10	\$ 8.66	\$ 164.44
Extra Adult Probation Assessment	ZEXAP	4042-335-3405-30	X25001335-4835	\$ 104.53	\$ 5.23	\$ 99.30
Base Fees (General Fund)	ZFEE	1005-311-3400-15	X105-4615	\$ 1,602.03	\$ 80.11	\$ 1,521.92
Base Fines (General Fund)	ZFINE	1005-311-3510-10	X105-4831	\$ 14,247.41	\$ 712.38	\$ 13,535.03
Fill the Gap Surcharge 7%	ZFTGS		T870-2061	\$ 1,077.22	\$ 53.87	\$ 1,023.35
Failure To Pay Warrant Surcharge 10%	ZFTPS	1005-311-3400-17	X10501311-4861	\$ 1,779.94	\$ 89.00	\$ 1,690.94
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	\$ 849.88	\$ -	\$ 849.88
Judicial Collection Enhancement Local %	ZJCLF	1005-311-3400-15	X105-4615	\$ 181.14	\$ -	\$ 181.14
Judicial Collection Enhancement \$13	ZJCS	840-2061	T840-2061	\$ 1,578.38	\$ -	\$ 1,578.38
Judicial Collection Enhancement %PC	ZJCSF	840-2061	T840-2061	\$ 468.46	\$ 23.43	\$ 445.03
Jail (Incarceration) Fees	ZJF	1005-300-3405-40	X10502442-4651	\$ 1,249.39	\$ -	\$ 1,249.39
Local Costs	ZLCL1-5	1005-311-3400-10	X105-4450	\$ 112.10	\$ 5.61	\$ 106.49
Cost of Prosecution Reimbursement 60%	ZLCL6	3544-301-3400-11	X182-4620	\$ 1,367.09	\$ -	\$ 1,367.09
Cost of Prosecution Reimbursement 40%	ZLCL6	4574-333-3400-16	X22601333-4864	\$ 911.39	\$ -	\$ 911.39
County Attorney Bad Check Program	ZLCL7	3545-301-3400-11	X183-4620	\$ 137.71	\$ 6.89	\$ 130.82
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	\$ 2,031.82	\$ 101.60	\$ 1,930.22
2011 Additional Assessment - State Treasurer	ZOS1	930-2061	T930-2061	\$ 1,404.57	\$ 70.23	\$ 1,334.34
2011 Additional Assessment - County Treasurer	ZOS2	931-2061	T931-2061	\$ 175.60	\$ 8.78	\$ 166.82
Officer Safety Equipment - City Police - Globe (CP)	ZOS3	932-2061	T932-2061	\$ 51.69	\$ 2.59	\$ 49.10
Officer Safety Equipment - Sheriff (SHF)	ZOS4	933-2061	T933-2061	\$ 48.30	\$ 2.42	\$ 45.88
Officer Safety Equipment - DPS (DPS)	ZOS5	934-2061	T934-2061	\$ 236.94	\$ 11.85	\$ 225.09
Officer Safety Equipment - MVD/ADOT (MVD)	ZOS6	935-2061	T935-2061	\$ -	\$ -	\$ -
Officer Safety Equipment - Game and Fish (GF)	ZOS7	936-2061	T936-2061	\$ -	\$ -	\$ -
Officer Safety - Registrar of Contractors (ROFC)	ZOS8	937-2061	T937-2061	\$ -	\$ -	\$ -
Officer Safety Equipment-Animal Control	ZOS10		T942-2061	\$ -	\$ -	\$ -
Officer Safety Equipment - Globe Fire (FD)	ZOS13	938-2061	T938-2061	\$ -	\$ -	\$ -
Officer Safety Equipment - County Attorney	ZOS14	953-2061	T953-2061	\$ 7.60	\$ 0.38	\$ 7.22
Arizona Department of Insurance (ADOI)	ZOS15	939-2061	T939-2061	\$ -	\$ -	\$ -
Officer Safety Equipment - Miami Police Dept. (MPD)	ZOS16	940-2061	T940-2061	\$ 16.75	\$ 0.84	\$ 15.91
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	\$ 0.66	\$ 0.04	\$ 0.62
TriCity Fire Department (TRIFD)	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	\$ -	\$ -	\$ -
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	\$ 83.82	\$ 4.20	\$ 79.62
Over Payment Refund	ZOVR			\$ -	\$ -	\$ -
Adult Probation Fee	ZPBA	4042-335-3405-30	X25001335-4835	\$ 145.11	\$ 7.26	\$ 137.85
Prison Construction Fund	ZPCOF	908-2061	T908-2061	\$ 3,227.31	\$ 161.37	\$ 3,065.94
Peace Officer Train. Equip. Fund \$4	ZPOTE	0963-2061		\$ 469.85	\$ 23.50	\$ 446.35
Probation Surcharge 2008 (\$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	\$ 3,691.62	\$ 184.59	\$ 3,507.03
Public Defender Fees	ZPUBZ	1005.345-3300.00	X105-4429	\$ 2,188.91	\$ -	\$ 2,188.91
Reimbursement to County Attorney 60%	ZREIM	3544.301.3400.11	X182-4820	\$ -	\$ -	\$ -
Reimbursement to County Attorney 40%	ZREIM	4574.333.3400.16	X22601333-4864	\$ -	\$ -	\$ -
Security Enhancement Fee	ZSECE			\$ -	\$ -	\$ -
State Highway Fund	ZSHWY			\$ -	\$ -	\$ -
State Highway Work Zone Fund	ZSHWZ			\$ -	\$ -	\$ -
Display Suspended Plates (Sheriff's Office)	ZSLPS	1005.300-3510.10	T855-2061	\$ -	\$ -	\$ -
Technical Registration Fund (\$15 Drug offenses)	ZTECH	0833-2061	X105-4264	\$ 57.97	\$ 2.90	\$ 55.07
Victims Assistance Fund	ZVAF	814-2061	T814-2061	\$ 15.00	\$ 0.75	\$ 14.25
Victims Compensation Assist. Fund \$9	ZVCAF	0954-2061		\$ 417.76	\$ 20.89	\$ 396.87
Victim Rights Enforcement Fund	ZVREA	0957-2061	T957-2061	\$ 319.72	\$ 15.99	\$ 303.73
Victim Rights Assessment Fund \$9	ZVRF	0847-2061		\$ 694.30	\$ 34.72	\$ 659.58
Local Warrant Fee	ZWAR			\$ -	\$ -	\$ -
DARE - Sheriff's Office	ZDASO		SHERIFF D.A.R.E	\$ 17.92	\$ 0.90	\$ 17.02
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	\$ -	\$ -	\$ -
<b>TOTALS</b>				<b>\$ 65,855.98</b>	<b>\$ 2,453.95</b>	<b>\$ 63,402.03</b>
				<b>TOTAL ADJUSTED BALANCE VERIFICATION</b>		
				<b>\$ 63,402.03</b>		
				<b>TOTAL RESTITUTION RECEIVED</b>		
				<b>\$ -</b>		
				<b>TOTAL RECEIPTS THIS MONTH</b>		
				<b>\$ 65,855.98</b>		

DATE	CHECK NO.	AMOUNT	MONTHLY REMITTANCE TO:
02/04/20	894	\$ 11,178.57	ARIZONA STATE TREASURER
02/04/20	895	\$ 54,660.39	GILA COUNTY TREASURER
		\$ 17.02	GILA COUNTY SHERIFF D.A.R.E.
		\$ -	MPD SUSPENDED PLATES
		\$ -	MPD SUSPENDED PLATES
		<b>\$ 65,855.98</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 JANUARY 2020.

Justice of the Peace

# **GLOBE REGIONAL JUSTICE COURT MONTHLY TRUST REPORT**

**For the Month of: JANUARY, 2020**

## **BONDS**

<b>BALANCE AT THE BEGINNING OF THE MONTH</b>	<b>\$ 24,908.00</b>
<b>RECEIVED DURING THE MONTH</b>	<b>\$ 15,362.49</b>
<b>DISBURSED DURING THE MONTH</b>	<b>\$ 10,176.54</b>
<b>BALANCE AT THE END OF THE MONTH</b>	<b>\$ 30,093.95</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-5930**

**Consent Agenda Item 4. L.**

**Regular BOS Meeting**

**Meeting Date:** 03/10/2020

**Reporting Period:** January 2020

**Submitted For:** Dorothy Little, Justice of the Peace-Payson Region

**Submitted By:** Dorothy Little, Justice of the Peace-Payson Region

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**Information**

**Subject**

Payson Regional Justice of the Peace's Office Monthly Report for January 2020

**Suggested Motion**

Acknowledgment of the January 2020 monthly activity report submitted by the Payson Regional Justice of the Peace's Office.

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**Attachments**

January 2020

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PAYSON JUSTICE COURT TREASURER'S RECAP

JANUARY, 2020	AZTEC	ACCOUNT	ACCOUNT	TOTAL AMOUNT	5% FILL THE GAP	ADJUSTED
FUND NAME	CODE	CODE	CODE	ALLOCATED	SET ASIDE	BALANCE
AZ DPS Forensics Fund	ZADPS	0872-000-000-2061-00	0872-2061	\$ 894.67	\$ 44.73	\$ 849.94
Alternative Dispute Resolution	ZADR	0848000-000-000-2061-00	T848-2061	\$ 59.98	\$ 3.00	\$ 56.98
Attorney Fee Reimbursement	ZATT	1005000-314-000-3400-11	X10501314004383	\$ 1,778.54		\$ 1,778.54
Confidential Address Assessment - State Treasurer	ZCAA1	0884000-000-000-2061-00		\$ 11.88	\$ 0.59	\$ 11.29
Confidential Address Assessment - Local	ZCAA2	1005000-302-000-3800-30		\$ 0.62	\$ 0.03	\$ 0.59
Constable Ethics Committee Fund	ZCECF	0916000-2061-00	0916-2061	\$ 65.00		\$ 65.00
Citizens Clean Elections	ZCEF	0888000-000-000-2061-00	T888-2061	\$ 1,781.54		\$ 1,781.54
Criminal Justice Enhancement 67%	ZCJEF	0812000-000-000-2061-00	T812-2061	\$ 7,623.73	\$ 381.19	\$ 7,242.54
Defensive Driving Diversion Fee	ZDDS	1005000-314-000-3400-90	X105-4809	\$ 9,100.00	\$ 455.00	\$ 8,645.00
DNA State Surcharge 3% 12-116.01C	ZDNAS	0872000-000-000-2061-00	T872-2061	\$ 166.44	\$ 8.32	\$ 158.12
Elected Officials Retirement Fund 15.30%	ZEORF	0801000-000-000-2061-00	T801-2061	\$ 447.19	\$ 22.36	\$ 424.83
Elected Officials Retirement Plan 6%	ZEORP	0874000-2061-00	0874-2061	\$ 190.31	\$ 9.52	\$ 180.79
Base Fees (General Fund)	ZFEE	1005000-314-000-3400-15	X105-4815	\$ 1,760.67	\$ 88.03	\$ 1,672.64
Base Fines (General Fund)	ZFINE	1005000-314-000-3510-10	X105-4831	\$ 15,871.73	\$ 793.59	\$ 15,078.14
Fill the Gap Surcharge 7%	ZFTGS	0870000-000-000-2061-00	T870-2061	\$ 1,236.26	\$ 61.81	\$ 1,174.45
Failure To Pay Warrant Surcharge 10%	ZFTPS	1005000-314-000-3400-17	X10501314004861	\$ -	\$ -	\$ -
Extra DUI Assessment \$500	ZGFDU	0912000-000-000-2061-00	T912-2061	\$ 50.00	\$ 2.50	\$ 47.50
Judicial Collection Enhancement \$7	ZJCL	4741000-314-000-3400-15	X36001314004815	\$ 463.75		\$ 463.75
Judicial Collection Enhancement Local %	ZJCLF	4741000-314-000-3400-15	X36001314004615	\$ 199.11	\$ 9.96	\$ 189.15
Judicial Collection Enhancement \$13	ZJCS	0818000-000-000-2061-00	T818-2061	\$ 861.25		\$ 861.25
Judicial Collection Enhancement %PC	ZJCSF	0840000-000-000-2061-00	T840-2061	\$ 514.74	\$ 25.74	\$ 489.00
Jail (Incarceration) Fees	ZJF	1005000-303-340-3405-40	X10502340004651	\$ 892.04		\$ 892.04
Local Costs	ZLCL	1005000-314-000-3510-10	X105-4831	\$ -	\$ -	\$ -
Administrative Costs	ZMISC	1005000-314-000-3400-99	X105-4888	\$ -	\$ -	\$ -
Medical Services Enhancement 13%	ZMSEF	0813000-000-000-2061-00	T813-2061	\$ 2,296.93	\$ 114.85	\$ 2,182.08
2011 Additional Assessment - State Treasurer	ZOS1	0930000-000-000-2061-00		\$ 2,191.93	\$ 109.60	\$ 2,082.33
2011 Additional Assessment - County Treasurer	ZOS2	0931000-000-000-2061-00		\$ 274.05	\$ 13.70	\$ 260.35
Officer Safety Equipment - City Police (CP)	ZOS3	0932000-000-000-2061-00		\$ 3.54	\$ 0.18	\$ 3.36
Officer Safety Equipment - Sheriff (SHF)	ZOS4	0933000-000-000-2061-00		\$ 105.03	\$ 5.25	\$ 99.78
Officer Safety Equipment - DPS (DPS)	ZOS5	0934000-000-000-2061-00		\$ 976.33	\$ 48.82	\$ 927.51
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		\$ 10.50	\$ 0.53	\$ 9.97
Officer Safety - Registrar of Contractors (ROC)	ZOS8	0937-2061		\$ -	\$ -	\$ -
Officer Safety Equipment - Animal Control (AC)	ZOS10	0942000-000-000-2061-00		\$ -	\$ -	\$ -
Officer Safety - Tonto Apache Police (TAR)	ZOS15	0950000-000-000-2061-00		\$ 0.30	\$ 0.02	\$ 0.28
Officer Safety - Department of Agriculture	ZOS17	0951000-000-000-2061-00		\$ -	\$ -	\$ -
Overpayments Forfeited	ZOVER	1005000-314-000-3510-10	X105-4831	\$ 15.00	\$ 0.75	\$ 14.25
Adult Probation Fee	ZPBA	4042000-335-000-3405-30	X25001335-4835	\$ -	\$ -	\$ -
Peace Officer Training Equipment Fund	ZPOTE	0963-2061		\$ 982.20	\$ 49.11	\$ 933.09
Probation Surcharge	ZPRSE	0871000-000-000-2061-00	T871-2061	\$ -	\$ -	\$ -
Probation Surcharge	ZPRSE	0871000-000-000-2061-00	T871-2061	\$ -	\$ -	\$ -
Probation Surcharge / Assessment	ZPRSU	0871000-000-000-2061-00	T871-2061	\$ 5,464.07	\$ 273.20	\$ 5,190.87
Public Safety Equipment	ZPSEF	0912000-000-000-2061-00	T912-2061	\$ 855.00	\$ 42.75	\$ 812.25
Reimbursement to County Attorney 60%	ZREIM	3544000-301-000-3400-11	X18201301004777	\$ -	\$ -	\$ -
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		\$ -	\$ -	\$ -
Victim Compensation Assistance Fund (37.6%)	ZVCAF	0954-2061		\$ 850.60	\$ 42.53	\$ 808.07
Victim Rights Enforcement Fund (\$2.00)	ZVREA	0857000-2061-00		\$ 542.44	\$ 27.12	\$ 515.32
Victim Rights Fund (62.4%)	ZVRF	847-2061		\$ 1,414.24	\$ 70.71	\$ 1,343.53
Forfeit Bonds to the State	ZFORF	1005000-314-000-3510-10	X105-4831	\$ -	\$ -	\$ -
AZ Native Plant Fund	ZANP	0883-2061	STATE/COUNTY	\$ -	\$ -	\$ -
ARSON Detection	ZADRF	0883-2061	STATE/COUNTY	\$ -	\$ -	\$ -
Child Passenger Restraint	ZCPRF	0883-2061	STATE/COUNTY	\$ 194.60	\$ 9.73	\$ 184.83
Drug and Gang Enforcement Fines	ZDECJ	0883-2061	STATE/COUNTY	\$ 547.01	\$ 27.35	\$ 519.66
DUI Abatement	ZDUA	0883-2061	STATE/COUNTY	\$ -	\$ -	\$ -
Domestic Violence Services Fund	ZDVSE	0883-2061	STATE/COUNTY	\$ 12.50	\$ 0.63	\$ 11.87
FARE Special Collection Fee 19%	ZFAR1	0883-2061	STATE/COUNTY	\$ 647.80	\$ -	\$ 647.80
FARE Delinquency Fee \$35.00	ZFAR2	0883-2061	STATE/COUNTY	\$ 333.10	\$ -	\$ 333.10
Game and Fish - Wildlife	ZGF	0883-2061	STATE/COUNTY	\$ 84.90	\$ 4.25	\$ 80.65
HURF 1 28-5438, 2533C	ZHRF1	0883-2061	STATE/COUNTY	\$ 215.41	\$ 10.77	\$ 204.64
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	\$ 1,116.00	\$ 55.80	\$ 1,060.20
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	\$ 32.79	\$ 1.64	\$ 31.15
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	\$ 39.33	\$ 1.97	\$ 37.36
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 (City Police)	ZSLPC		CITY POLICE	\$ -	\$ -	\$ -
Display Suspended Plates (T.A.R. Police)	ZSLPA		T.A.R. POLICE	\$ -	\$ -	\$ -
<b>TOTALS</b>				<b>\$ 63,176.01</b>	<b>\$ 2,817.83</b>	<b>\$ 60,358.18</b>
<b>TOTAL ADJUSTED BALANCE VERIFICATION</b>				<b>\$ 60,358.18</b>		

DATE	CHECK NO.	AMOUNT	MONTHLY REMITTANCE TO:
2/5/20		\$ 60,063.75	GILA COUNTY TREASURER
		\$ 3,073.90	ARIZONA STATE TREASURER
		\$ -	GILA COUNTY BAD CHECK PROGRAM
		\$ 37.36	COUNTY PMTS: DARE
		\$ -	SHERIFF SUSPENDED PLATES AND HURF
		\$ -	CITY POLICE SUSPENDED PLATES AND HURF
		\$ -	T.A.R. POLICE SUSPENDED PLATES
		<b>\$ 63,176.01</b>	<b>TOTAL DISTRIBUTIONS THIS MONTH</b>

Check #6526

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 JANUARY, 2020.

DOROTHY A. LITTLE  
Gila County Justice of the Peace

## Limited Jurisdiction Courts

START DATE : 1/1/2020      END DATE : 1/31/2020

Column ID		1	2	3	4	5	6	7	8	9	10	11	12	13
LINE ID	CASE TYPE	Begin Pending		New Filing	Transfer In	Reopened	Reactivated	Terminations		Placed on Inactive Status	Statistical Correction		End Pending	
		Active	Inactive					Entry of Judgment	Reopened		Active	Inactive	Active	Inactive
	<b>Section - 1 Civil</b>													
A	Small Claims	24	0	3	0	0	0	3	0	0			24	0
B	Forcible Detainer / Eviction	2	0	4	0	0	0	2	0	0			4	0
C	Tort	0	0	0	0	0	0	0	0	0			0	0
D	Contract	1	0	0	0	0	0	0	0	0			1	0
E	Debt-Seller Plaintiff	1	0	0	0	0	0	0	0	0			1	0
F	Other Civil	115	1	28	0	0	0	16	0	0			127	1
G	Total Civil Complaints	143	1	35	0	0	0	21	0	0			157	1
	<b>Section - 2 Domestic Violence &amp; Harassment Petitions</b>													
A	Civil Emergency Order of Protection	0	0	0	0	0	0	0	0	0			0	0
B	Civil Order of Protection	17	0	5	0	0	0	5	0	0			17	0
C	Injunction Against Harassment	29	0	11	0	1	0	11	0	0			30	0
D	Injunction Against Workplace Harassment	1	0	0	0	0	0	0	0	0			1	0
	<b>Section - 3 Special Case Characteristics</b>													
A	Self Represented Litigants	190	1	49	0	1	0	36	0	0			204	1
B	Interpreter Provided	0	0	0	0	0	0	0	0	0			0	0

# Limited Jurisdiction Courts

## Misdemeanor, Criminal And Civil Traffic Caseload Summary By Case

PAYSON REGIONAL JUSTICE COURT - 404

START DATE : 1/1/2020      END DATE :1/31/2020

LINE ID	CASE TYPE	Total Filings & Dispositions		Clearance Rate	Cases Pending End Of Month	Cases on Warrants Status
		Total Filings*	Total Dispositions**	Clearance Rate		
	<b>Section - 1 Misdemeanor</b>					
	<b>Person</b>					
A	Person-Sex Offenses	<u>0</u>	<u>0</u>	0.00 %	<u>0</u>	<u>0</u>
B	Person-Kidnapping	<u>0</u>	<u>0</u>	0.00 %	<u>0</u>	<u>0</u>
C	Person-Aggravated Assaults	<u>0</u>	<u>0</u>	0.00 %	<u>0</u>	<u>0</u>
D	Person-Other Assaults	<u>2</u>	<u>4</u>	200.00 %	<u>41</u>	<u>37</u>
	<b>Property</b>					
E	Property-Burglary	<u>0</u>	<u>0</u>	0.00 %	<u>0</u>	<u>0</u>
F	Property-Auto Theft	<u>0</u>	<u>0</u>	0.00 %	<u>0</u>	<u>0</u>
G	Property-Other	<u>1</u>	<u>4</u>	400.00 %	<u>44</u>	<u>57</u>
	<b>Other</b>					
H	Drug Possession/Paraphernalia	<u>8</u>	<u>2</u>	25.00 %	<u>104</u>	<u>102</u>
I	Weapons	<u>0</u>	<u>0</u>	0.00 %	<u>0</u>	<u>0</u>
J	Public Order	<u>6</u>	<u>3</u>	50.00 %	<u>68</u>	<u>59</u>
K	Interfering With Judicial Proceedings	<u>1</u>	<u>0</u>	0.00 %	<u>10</u>	<u>7</u>
L	Failure to Appear/Misd&CrimTraffic	<u>0</u>	<u>0</u>	0.00 %	<u>5</u>	<u>1</u>
M	Petty Offenses	<u>0</u>	<u>0</u>	0.00 %	<u>0</u>	<u>0</u>
N	Other	<u>5</u>	<u>4</u>	80.00 %	<u>85</u>	<u>94</u>
O	<b>Section 1: Total Misdemeanor</b>	<b>23</b>	<b>17</b>	<b>73.91 %</b>	<b>357</b>	<b>357</b>
	<b>Section - 2 Criminal Traffic</b>					
	<b>DUI</b>					
A	Motor Vehicle	<u>1</u>	<u>2</u>	200.00 %	<u>57</u>	<u>59</u>
B	Extreme Motor Vehicle	<u>0</u>	<u>3</u>	0.00 %	<u>20</u>	<u>31</u>
C	Boating/Flying	<u>0</u>	<u>0</u>	0.00 %	<u>0</u>	<u>0</u>
	<b>Serious Violations</b>					
D	Leaving the Scene	<u>0</u>	<u>0</u>	0.00 %	<u>1</u>	<u>1</u>

E	Reckless Driving	<a href="#">0</a>	<a href="#">0</a>	0.00 %	<a href="#">9</a>	<a href="#">0</a>
F	Racing on Highway	<a href="#">0</a>	<a href="#">0</a>	0.00 %	<a href="#">0</a>	<a href="#">0</a>
G	All Other	<a href="#">1</a>	<a href="#">0</a>	0.00 %	<a href="#">2</a>	<a href="#">1</a>
	<b>Other Violations</b>					
H	Criminal Speed	<a href="#">4</a>	<a href="#">4</a>	100.00 %	<a href="#">41</a>	<a href="#">15</a>
I	All Other	<a href="#">19</a>	<a href="#">18</a>	94.74 %	<a href="#">311</a>	<a href="#">360</a>
J	<b>Section 2: Total Criminal Traffic</b>	<b>25</b>	<b>27</b>	108.00 %	<b>441</b>	<b>467</b>
	<b>Section - 3 CivilTraffic</b>					
A	Driver License	<a href="#">6</a>	<a href="#">9</a>	150.00 %	<a href="#">21</a>	<a href="#">0</a>
B	Registration	<a href="#">5</a>	<a href="#">4</a>	80.00 %	<a href="#">36</a>	<a href="#">0</a>
C	Insurance	<a href="#">7</a>	<a href="#">9</a>	128.57 %	<a href="#">56</a>	<a href="#">0</a>
D	Speeding	<a href="#">113</a>	<a href="#">135</a>	119.47 %	<a href="#">288</a>	<a href="#">1</a>
E	Excessive Speeding	<a href="#">144</a>	<a href="#">129</a>	89.58 %	<a href="#">138</a>	<a href="#">1</a>
F	Red Light	<a href="#">0</a>	<a href="#">3</a>	0.00 %	<a href="#">2</a>	<a href="#">0</a>
G	Seat Belt	<a href="#">23</a>	<a href="#">20</a>	86.96 %	<a href="#">35</a>	<a href="#">0</a>
H	State DPS Photo Enforcement	<a href="#">0</a>	<a href="#">0</a>	0.00 %	<a href="#">0</a>	<a href="#">0</a>
I	Other Civil Traffic	<a href="#">10</a>	<a href="#">7</a>	70.00 %	<a href="#">163</a>	<a href="#">1</a>
J	<b>Section 3: Total Civil Traffic</b>	<b>308</b>	<b>316</b>	102.60 %	<b>739</b>	<b>3</b>
	<b>Section - 4 Local - Non Criminal Ordinances</b>					
A	Parking	<a href="#">0</a>	<a href="#">0</a>	0.00 %	<a href="#">0</a>	<a href="#">0</a>
B	Non-Parking	<a href="#">0</a>	<a href="#">0</a>	0.00 %	<a href="#">0</a>	<a href="#">0</a>
	<b>Section - 5 Felony</b>					
A	Total Felony	<a href="#">10</a>	<a href="#">9</a>	90.00 %	<a href="#">33</a>	<a href="#">5</a>
	<b>GRAND TOTAL</b>	<b>366</b>	<b>369</b>	100.82 %	<b>1570</b>	<b>832</b>
	<b>Section - 6 Domestic Violence</b>					
A	Felony-Domestic Violence	<a href="#">0</a>	<a href="#">0</a>	0.00 %	<a href="#">1</a>	<a href="#">0</a>
B	Misdemeanor-Domestic Violence	<a href="#">5</a>	<a href="#">0</a>	0.00 %	<a href="#">40</a>	<a href="#">0</a>
	<b>Section - 7 Special Case Characteristics</b>					
A	Self Represented Litigants	<a href="#">356</a>	<a href="#">351</a>	98.60 %	<a href="#">1488</a>	<a href="#">780</a>
B	Interpreter Services Provided	<a href="#">0</a>	<a href="#">0</a>	0.00 %	<a href="#">0</a>	<a href="#">0</a>

**ARF-5929**

**Executive Session Item 7. A.**

**Regular BOS Meeting**

Meeting Date: 03/10/2020

Submitted For: Jefferson Dalton, Deputy County Attorney, Civil Bureau Chief

Submitted By: Athena Gooding, Legal Secretary, Lead

Department: County Attorney

Fiscal Year: 2019-2020

Budgeted?: No

Contract Dates 2019-2020

Grant?: No

Begin & End:

Matching No

Fund?: New

Requirement?:

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Information

Request/Subject

The Gila County Attorney's Office hereby requests that the Gila County Board of Supervisors give it instructions regarding the Board's position in the matter of CENTURYLINK CORPORATION, a Delaware corporation, Plaintiff, vs. ARIZONA DEPARTMENT OF REVENUE (ADOR), an agency of the State of Arizona; and the COUNTIES of Apache, Cochise, Coconino, Gila, Graham, Greenlee, La Paz, Maricopa, Mohave, Navajo, Pima, Pinal, Santa Cruz, Yavapai, and Yuma, each of which is a political subdivision of the State of Arizona, Defendants, regarding Arizona Tax Court No. TX2019-001726.

Background Information

Centurylink is a telecommunications company as defined by A.R.S. Section 42-14401. Under A.R.S. Section 42-14403, the Arizona Department of Revenue (ADOR) shall determine the valuation of Centurylink owned property in the State of Arizona. Under A.R.S. Section 42-14404(A)(1), ADOR shall apportion the valuation among the several counties where Centurylink owns property.

Centurylink believes that ADOR has overvalued its property throughout the state and that it is entitled to have the tax roll for the 2020 tax year corrected in each county to reflect the correct full cash and limited property values for its property and to receive any applicable refund.

Centurylink was required by A.R.S. Section 42-16208 to name both

ADOR and each county in which it has property, as defendants.

Gila County is a named defendant in this case, with other Arizona counties. The Arizona Attorney General's Office has been authorized to represent the interests of Gila County, along with the other counties named in the lawsuit. The County Attorney's Office needs instructions from the Board on how to proceed regarding a possible settlement.

#### Evaluation

The Board may vote to go into executive session pursuant to A.R.S. § 38-431.03(A)(4) to consider its position and instruct its attorneys regarding its position in this pending litigation or in settlement discussions conducted in order to avoid or resolve the litigation.

#### Conclusion

The Board's attorneys recommend it vote to go into executive session to consider this matter.

#### Recommendation

The Board's attorneys recommend it vote to go into executive session to consider this matter.

#### Suggested Motion

Information/Discussion/Action to vote to go into executive session under A.R.S. § 38-431.03(A)(3) and (4) for discussion or consultation with the attorneys for the Gila County Board of Supervisors in order to consider its position and instruct its attorneys regarding its position in pending litigation, or in settlement discussions to be conducted in order to avoid or resolve litigation, in the matter of CENTURYLINK CORPORATION, a Delaware corporation, Plaintiff, vs. ARIZONA DEPARTMENT OF REVENUE, an agency of the State of Arizona; and the COUNTIES of Apache, Cochise, Coconino, Gila, Graham, Greenlee, La Paz, Maricopa, Mohave, Navajo, Pima, Pinal, Santa Cruz, Yavapai, and Yuma, each of which is a political subdivision of the State of Arizona, Defendants regarding Arizona Tax Court No. TX2019-001726. **(Jefferson Dalton)**

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#### Attachments

SUMMONS, COMPLAINT AND NOTICE OF APPEAL OF PROPERTY TAX VALUATION

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Date 11/19/19  
Time of Service 4:02 pm  
Name of Process Server Certified Mail  
Process Server's License Number 0

**MOONEY, WRIGHT, MOORE & WILHOIT, PLLC**

Paul J. Mooney (No. 006708)  
Jim L. Wright (No. 010531)  
Mesa Financial Plaza, Suite 16000  
1201 South Alma School Road  
Mesa, Arizona 85210-1189  
Telephone: (480) 615-7500  
Email: pmooney@mwmwlaw.com

Attorneys for Plaintiff

Name Marian Sheppard  
Cust # 7911 2000 0002 5099 2666

Scanned & Emailed to:

J. Menlove  
J. Sanders  
J. Dalton  
D. Hughes  
J. Williams  
S. Jensen

6 pages  
total

**SUPERIOR COURT OF THE STATE OF ARIZONA**

**ARIZONA TAX COURT**

**CENTURYLINK CORPORATION, a**  
**Delaware corporation,**

**Plaintiff,**

**vs.**

**ARIZONA DEPARTMENT OF REVENUE;**  
**an agency of the State of Arizona; and the**  
**COUNTIES of: Apache, Cochise, Coconino,**  
**Gila, Graham, Greenlee, La Paz, Maricopa,**  
**Mohave, Navajo, Pima, Pinal, Santa Cruz,**  
**Yavapai and Yuma, each of which is a political**  
**subdivision of the State of Arizona,**

**Defendants.**

No. **TX2019-001726**

**SUMMONS**

**(Property Tax)**

If you would like legal advice from a lawyer,  
contact the Lawyer Referral Service at

**602-257-4424**

or

**www.lawyerfinders.org**

Sponsored by the  
**Maricopa County Bar Association**

**THE STATE OF ARIZONA TO THE DEFENDANT:**

**GILA COUNTY**

**YOU ARE HEREBY SUMMONED** and required to appear and defend, within the time applicable, in this action in this Court. If served within Arizona, you shall appear and defend within 20 days after the service of the Summons and Complaint upon you, exclusive of the day of service. If served out of the State of Arizona - whether by direct service, by registered or certified mail, or by publication - you shall appear and defend within 30 days after the service of the Summons and Complaint upon you is complete, exclusive of the day of service. Where process is served upon the Arizona Director of Insurance as an insurer's attorney to receive service of legal process against it in this state,



1 the insurer shall not be required to appear, answer or plead until expiration of 40 days  
2 after date of such service upon the Director. Service by registered or certified mail  
3 without the State of Arizona is complete upon receipt. Service by publication is complete  
4 30 days after the date of first publication. Direct service is complete when made. Service  
5 upon the Arizona Motor Vehicle Superintendent is complete 30 days after filing the  
6 Affidavit of Compliance and return receipt or Officer's Return. **Rules 4, 4-1, 4-2 and 12**  
7 **A.R.C.P.; A.R.S. §§ 20-22, 28-502 AND 28-503.**

8 **YOU ARE HEREBY NOTIFIED** that in case of your failure to appear and defend  
9 within the time applicable, judgment by default may be rendered against you for the relief  
10 demanded in the Complaint.

11 **YOU ARE CAUTIONED** that in order to appear and defend, you must file an  
12 Answer or proper response in writing with the Clerk of this Court, accompanied by the  
13 necessary filing fee, within the time required, and you are required to serve a copy of any  
14 Answer or response upon the Plaintiffs' attorney. **Rules 5 and 10(d) A.R.C.P.; A.R.S.**  
15 **§ 12-311.**

16 Requests for reasonable accommodation for persons with disabilities must be made  
17 to the division assigned to the case by the party needing accommodation or his/her  
18 counsel at least three (3) judicial days in advance of a scheduled proceeding. Requests for  
19 an interpreter for persons with limited English proficiency must be made to the division  
20 assigned to the case by the party needing the interpreter and/or translator or his/her  
21 counsel at least ten (10) judicial days in advance of a scheduled court proceeding. **Rule**  
22 **2.5, Local Rules of Practice.**


23 Request for reasonable accommodation for persons with disabilities must be made  
24 to the court by parties at least 3 working days in advance of a scheduled court proceeding.  
25 **Rule 4(b)(1)(F) A.R.C.P.**

26 The name and address of Plaintiff's attorney is:

MOONEY, WRIGHT, MOORE & WILHOIT, PLLC  
1201 South Alma School Road, Suite 16000  
Mesa, AZ 85210  
(480) 615-7500

SIGNED AND SEALED this date:

**COPY**

By  **NOV 7 2019**  
CLERK OF THE SUPERIOR COURT  
K. MELZER  
Deputy Clerk DEPUTY CLERK



**COPY**

NOV 7 2019



CLERK OF THE SUPERIOR COURT  
K. MELZER  
DEPUTY CLERK

**MOONEY, WRIGHT, MOORE & WILHOIT, PLLC**

Paul J. Mooney (No. 006708)

Jim L. Wright (No. 010531)

The Mesa Tower, Suite 16000

1201 South Alma School Road

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Telephone: (480) 615-7500

Email: [pmooney@azstatetaxlaw.com](mailto:pmooney@azstatetaxlaw.com)

Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF ARIZONA**

**IN THE ARIZONA TAX COURT**

**CENTURYLINK CORPORATION, a**  
Delaware corporation,

Plaintiff,

vs.

**ARIZONA DEPARTMENT OF**  
**REVENUE**, an agency of the State of  
Arizona; and the **COUNTIES** of: Apache,  
Cochise, Coconino, Gila, Graham,  
Greenlee, La Paz, Maricopa, Mohave,  
Navajo, Pima, Pinal, Santa Cruz, Yavapai  
and Yuma, each of which is a political  
subdivision of the State of Arizona,

Defendants.

No. TX TX2019-001726

**COMPLAINT AND NOTICE OF  
APPEAL OF PROPERTY TAX  
VALUATION**

Title 42 – Property Tax

(Assigned to: Hon. Christopher Whitten)

Pursuant to A.R.S. §§ 42-16204, and 42-16207, *et seq.*, plaintiff, CenturyLink Corporation, a Delaware corporation (“CenturyLink”), appeals to the Arizona Tax Court the valuation of its property for tax year 2020, as determined by the Arizona Department of Revenue (“ADOR”). In support of this Complaint and Notice of Appeal, CenturyLink alleges as follows:

**I.**

At all times material to this action, CenturyLink was doing business in the State of Arizona as a “telecommunications company,” as defined by A.R.S. §42-14401, and

1 it was the owner of legal and/or equitable title to "communications transmission  
2 facilities" that were used to "provide public telephone or telecommunications exchange  
3 or inter-exchange access for compensation to effect two-way communications to, from,  
4 through or within" the State of Arizona, and which ADOR identifies by taxpayer  
5 identification number 56-729 (hereinafter, "the Subject Property").

6  
7 II.

8 ADOR is an agency of the State of Arizona, created and organized pursuant to  
9 A.R.S. §§42-1001, *et seq.* It is charged with the duty of determining annually the "full  
10 cash value" of the Subject Property, pursuant to a statutory formula set forth in A.R.S.  
11 §42-14403. Pursuant to A.R.S. §42-11001(6), the full cash value of the Subject  
12 Property established under a statutory formula cannot exceed its "market value."

13 III.

14 The Counties of: Apache, Cochise, Coconino, Gila, Graham, Greenlee, La Paz,  
15 Maricopa, Mohave, Navajo, Pima, Pinal, Santa Cruz, Yavapai and Yuma ("the  
16 Counties") are political subdivisions of the State of Arizona. The Counties have  
17 statutory authority to assess, levy and collect property taxes from CenturyLink for  
18 themselves and for each taxing district appearing on their tax rolls, based solely on the  
19 full cash value determined by ADOR, as apportioned to each county. The Counties and  
20 ADOR are named as defendants in this action pursuant to A.R.S. §42-16208.

21 IV.

22 ADOR determined the tax year 2020 full cash value of the Subject Property to be  
23 \$974,699,000, as of January 1, 2019. Upon information and belief, the tax year 2020  
24 full cash value of the Subject Property, as determined by ADOR, is excessive because:  
25 (a) It exceeds "market value" in violation of A.R.S. §42-11001(6); and/or (b) it fails to  
26 recognize sufficient obsolescence, as required by A.R.S. §42-14403(A) (C)(2).

1  
2 V.

3 For tax year 2020, the Counties have and/or will assess, levy and seek to collect  
4 property taxes from CenturyLink for themselves and for each taxing district appearing  
5 upon their respective tax rolls, based on the full cash value determined by ADOR, as  
6 apportioned to each taxing district pursuant to A.R.S. §42-14404.

7 VI.

8 Pursuant to A.R.S. §42-13301, a reduction in the full cash value of the Subject  
9 Property for tax year 2020 will require a reduction in the limited property value.

10 VII.

11 Upon information and belief, the property taxes that will be assessed against the  
12 Subject Property by the Counties for tax year 2020 will be based upon excessive full  
13 cash and limited property values. As a result of these overvaluations, CenturyLink will  
14 have to pay more taxes than could legally be collected if the Subject Property had been  
15 valued properly. Therefore, pursuant to A.R.S. §§42-16213 and 42-16214, CenturyLink  
16 is entitled to have the tax roll for the 2020 tax year corrected to reflect the correct full  
17 cash and limited property values for the Subject Property, and to receive a refund of  
18 taxes levied, assessed and paid based on the excessive tax year 2020 values.

19 WHEREFORE, CenturyLink requests that this Court:

20 1. Determine and fix the full cash value and limited property values of the  
21 Subject Property for tax year 2020;

22 2. Render judgment that CenturyLink have and recover from the Defendant  
23 Counties a refund in the amount of any excess taxes it has paid based on the tax year  
24 2020 full cash and limited property values determined by this Court, together with  
25 interest thereon at the legal rate from the date(s) of payment by CenturyLink, until  
26 refunded by the Counties;

- 1                   3.     Award CenturyLink its attorneys' fees and expert witness expenses  
2 incurred herein, pursuant to A.R.S. §12-348(B), together with its taxable costs; and  
3  
4                   4.     Grant such further relief as the Court deems proper.

5                   DATED this 7th day of November, 2019.

6                   MOONEY, WRIGHT, MOORE & WILHOIT, PLLC

7 By:   
8                   Paul J. Mooney  
9                   Jim L. Wright  
10                  Attorneys for Plaintiff