

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). THE MEETING IS ALSO TELEVISED TO THE GILA COUNTY COMPLEX, BOARD OF SUPERVISORS' CONFERENCE ROOM, 610 E. HIGHWAY 260, PAYSON, ARIZONA. **NOTE: Per the most recent guidelines from the federal government that no more than 10 people should be gathered in a room at the same time, no residents will be allowed in the Board of Supervisors' hearing room at the Globe Courthouse or at the County Complex, Board of Supervisors' conference room in Payson.**

Residents can watch the Board meeting live-streamed at: <https://youtu.be/PF7kv2q7P3k>

Residents can submit comments related to the March 24, 2020 Regular Meeting agenda by no later than 9 a.m. on Tuesday, March 24 by emailing to the Clerk of the Board at [msheppard@gilacountyaz.gov](mailto:msheppard@gilacountyaz.gov) or calling 928-402-8757.

THE AGENDA IS AS FOLLOWS:

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## **REGULAR MEETING - TUESDAY, MARCH 24, 2020 - 10:00 A.M. R E V I S E D**

1. **CALL TO ORDER - PLEDGE OF ALLEGIANCE  
- INVOCATION**
2. **PRESENTATIONS:**
  - A. Presentation regarding Gila County financial data as of 12/31/2019 as it compares to the fiscal year 2020 Gila County Budget and fiscal year 2019 year-to-date performance. **(Maryn Belling)** Presented
  - B. Presentation regarding Gila County financial data as of 1/31/2020 as it compares to the fiscal year 2020 Gila County Budget and fiscal year 2019 year-to-date performance. **(Maryn Belling)** Presented
  - C. Presentation and discussion of information by the Gila County Health and Emergency Management Department on the status and measures being taken to mitigate Coronavirus (COVID-19) outbreaks in Gila County and Arizona; and presentation and discussion on Presented

Gila County employee administrative issues and planning for issues and measures to be implemented in response to the COVID-19 situation. **(James Menlove/Michael O'Driscoll)**

3. **PUBLIC HEARINGS:**

- |    |  |          |
|----|--|----------|
| A. | Information/Discussion/Action to adopt Resolution No. 20-03-02 to name West Dilly Way and West Dally Lane in the Pine area. <b>(Steve Sanders)</b>   | Adopted  |
|    |  |          |
| B. | Information/Discussion/Action to consider a liquor license application (County No. LL-20-01) submitted by James David Haviland for a new Series 12 Restaurant License with an interim permit to operate at the Creekside Steakhouse & Tavern located in Christopher Creek, 30 miles east of Payson; and issue a recommendation to the State Liquor Board on whether or not the State Liquor Board should grant or deny the license. <b>(Marian Sheppard)</b> | Approved |

4. **REGULAR AGENDA ITEMS:**

- |    |   |          |
|----|---|----------|
| A. | Information/Discussion/Action to approve Intergovernmental Agreement No. 100319 with the City of Globe to allow each entity to regulate public property within each other's jurisdictional territory commencing on March 10, 2020, and automatically renewing from year to year, unless terminated sooner by either party giving 30 days' written notice to the other party. <b>(Scott Buzan)</b> | Approved |
|----|---|----------|



- |    |  |           |
|----|--|-----------|
| B. | Information/Discussion/Action for approval to electronically submit the Arizona Department of Emergency Management 2020-2021 Application for Emergency Management Performance Grant Funds in the amount of \$308,000. <b>(Michael O'Driscoll)</b>  | Approved  |
| C. | Information/Discussion regarding the pilot compost project. <b>(Kenny Keith)</b>   | Discussed |
| D. | Information/Discussion/Action to review all bids submitted for Request for Quotes No. 012220-Roof Construction-Payson Health NAPA; award to the lowest, responsible and qualified bidder; and authorize the Chairman's signature on the award contract for the winning bidder. <b>(Mary Springer)</b>  | Awarded   |
| E. | Information/Discussion/Action to accept the FY2020 Arizona Rural Broadband Development Grant in the amount of \$50,000 from the Arizona Commerce Authority and authorize the Chairman's signature on the Grant Agreement (Award No. RDBG20-B-02). <b>(Homero Vela)</b>   | Accepted  |
| F. | Information/Discussion/Action to adopt Resolution No. 20-03-04 authorizing the renewal of Gila County's membership in the Arizona Local Government Employee Benefit Trust (AZLGEBT) for the period commencing July 1, 2020, and terminating on June 30, 2023; and appointing W. James Menlove, Trustee, and Jacque Sanders, Alternate Trustee, to serve on the Board of Directors of the AZLGEBT from July 1, 2020, until the appointment of a duly qualified successor. <b>(Jacque Sanders)</b> | Adopted   |

- G. Information/Discussion/Action Adopted  
regarding premium rates in the Arizona Local Government Employee Benefit Trust for Gila County's employee insurance and benefit plans to be effective as of July 1, 2020, as follows: Adopt Schedule A - Employee Insurance Contributions FY 2021 attached to this agenda item. **(Jacque Sanders)**

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

- A. Approval of revised Public Works Department Policy entitled Dust Palliative to make changes and additions to the verbiage; change the format of the policy; and change the policy number from DPW 05-07 to PWS-010. Approved
- B. Approval of revised Public Works Department Policy entitled Tool Replacement to make changes and additions to the verbiage; change the format of the policy; and change the policy number from DPW 06-02 to PWS-011. Approved
- C. Approval of Modification No. 5 to Cooperative Law Enforcement Agreement No. 16-LE-11031200 between the Gila County Sheriff's Office and the U.S. Department of Agriculture, Forest Service, to add funding in the amount of \$74,800 for a performance period of January 1, 2020, through December 31, 2020. Approved

- |    |  |                      |
|----|--|----------------------|
| D. | Approval of the March 10, 2020 Board of Supervisors' meeting minutes.  | Approved             |
| E. | Approval of the Human Resources Department monthly activity reports for February 2020.   | Approved             |
| F. | Approval of finance reports/demands/transfers for the reporting period of February 2020.   | Approved             |
| G. | Acknowledgement of contracts under \$50,000 which have been approved by the County Manager beginning 02-01-2020 through 02-29-2020   | Acknowledged         |
| 6. | <b>CALL TO THE PUBLIC:</b> 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. | Comments<br>Provided |
| 7. | 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.   | Comments<br>Provided |

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-5913**

**Presentation 2. A.**

**Regular BOS Meeting**

Meeting Date: 03/24/2020

Submitted For: Mary Springer, Finance Director

Submitted By: Maryn Belling, Budget Manager

Department: Finance

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Information

Request/Subject

Presentation of Gila County financial data as it compares to the fiscal year 2020 Gila County Budget and fiscal year 2019 year-to-date performance.

Background Information

At the request of Chairman Cline and the other members of the Gila County Board of Supervisors, the Finance Department has analyzed the year-to-date performance of both revenues and expenditures as compared to the 2020 Fiscal Year Budget. This report contains general fund fiscal data as of December 31, 2019.

Throughout the year, the Finance Department prepares reports to compare Gila County's income and expenses to the adopted budget. This information is provided for both the Board of Supervisors and the general public to strengthen our communication and transparency efforts. We welcome feedback to improve the usefulness of the information. As we continue to make improvements in software compatibility, we anticipate being able to provide more timely data comparisons.

Evaluation

**Monthly Review Process -**

Monthly the Budget Manager reviews the County-Wide Budget Performance Report for both revenues and expenses. By systematically evaluating each fund for its progress toward annual revenue and expenditure targets, Finance is able to communicate well with departmental leaders and keep notes for improving the preparation of future years' budgets. When extraordinary items arise, or department leaders have concerns about upcoming expenditures or revenues, Finance works with departments and with the County Manager as appropriate to ameliorate concerns, advocate strategically, and provide insight on past decisions to ensure the vision for the current year's budget remains in focus.

## **Ongoing Communication -**

This approach extends beyond monthly Budget Performance Report review and includes contract request assessments, repair maintenance discussions, and providing full-service communication about where items were budgeted so that we're consistent. In addition, working with departments to understand the timing of reimbursable grant-funded programs allows us to strategically plan for year-end receivables and cash balances.

### Conclusion

General Fund Revenue fiscal year-to-date at 12/31/2019 is at 54% of budget and shows an increase of \$1,270,039.93 over 12/31/2018.

General Fund Expenditures fiscal year to date at 12/31/2019 is at 48% of budget and shows an increase of \$191,437.24 over 12/31/2018.

### Recommendation

Presentation regarding Gila County financial data as of 12/31/2019 as it compares to the fiscal year 2020 Gila County Budget and fiscal year 2019 year-to-date performance.

### Suggested Motion

Presentation regarding Gila County financial data as of 12/31/2019 as it compares to the fiscal year 2020 Gila County Budget and fiscal year 2019 year-to-date performance. **(Maryn Belling)**

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### Attachments

6 months ytd vs budget vs 2019 actual

Graph: 6 months ytd vs budget vs 2019 actual

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## Gila County

Finance Department

Mary Jane Springer, Finance Director

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

928-402-8516

At the end of December 2019, Gila County's General Fund Revenues were at 54% of annual budget. General Fund Expenditures are at 48% of annual budget. These ratios are as expected for 6 full months of activity.

General Fund Revenues – General Fund Revenues are \$1,270,039.93 more than 12/31/2018. 90% of these increases are attributable to 6 sources:

- 31% Property Taxes
- 18% EORP Relief
- 10% Federal PILT
- 10% Excise Tax
- 6.4% State Grants
- 5.4% State Shared Sales Tax

### Significant Revenue Categories

- **3010 – Property Taxes – FY20 Collections 56%** - The FY19-20 Property Taxes collections YTD are \$13,102,029.07 of \$23,419,660 annual budget.
- **3040 – VLT – FY20 Collections 48%** - The FY19-20 General Fund portion of VLT collections YTD are \$906,704.08 of \$1,885,031 annual budget.
- **3050 – Excise Tax – FY20 Collections 52%** - The FY19-20 General Fund portion of Excise Tax collections are \$1,446,028.95 of \$2,790,021 annual budget.
- **3330 – PILT – FY20 Collections 3%**: The FY19-20 PILT receipts are \$91,788 representing Gila County's portion of the class-action lawsuit recovery of past PILT payments.
- **3360.10 – State Shared Sales Tax – FY20 Collections 45%**: The FY19-20 State Shared Sales Tax collections are \$2,774,626.91 of \$6,222,141 annual budget.

General Fund Expenditure – General Fund Expenditures are \$191,437.24 more than 12/31/2018 – the difference is attributable to the timing of Gila County's share of AHCCCS and ALTCS (indigent and long-term care premiums) and Interest payment on Bond Financing.

### Significant Expenditure Categories

- **Salaries, Wages, and Employee Benefits** comprise 65.16% of year-to-date expenditures. Both are on track at 43% of budgeted amounts.
- **AHCCCS / ALTCS** comprise 10.5% of year-to-date expenditures.
- **Insurance** comprises only 1.8% of general fund year-to-date expenditures, however, 79% of budgeted expenditures have been met for the year because our liability insurance is charged once annually.
- **Professional Services** comprise 9.74% of general fund year-to-date-expenditures however, 79% of budgeted expenditures have been met for the year because of the timing of contracts and encumbrances.
- **Miscellaneous Expenses** comprise 1.98% of general fund expenditures year to date and are at 70% of budgeted expenditures due to the way economic development support is structured.
- **Supplies** comprise 2.81% of general fund expenditures year to date – this is in part due to the September Credit Card sweep that Amber is currently working with Stephanie Chaidez & Kelly

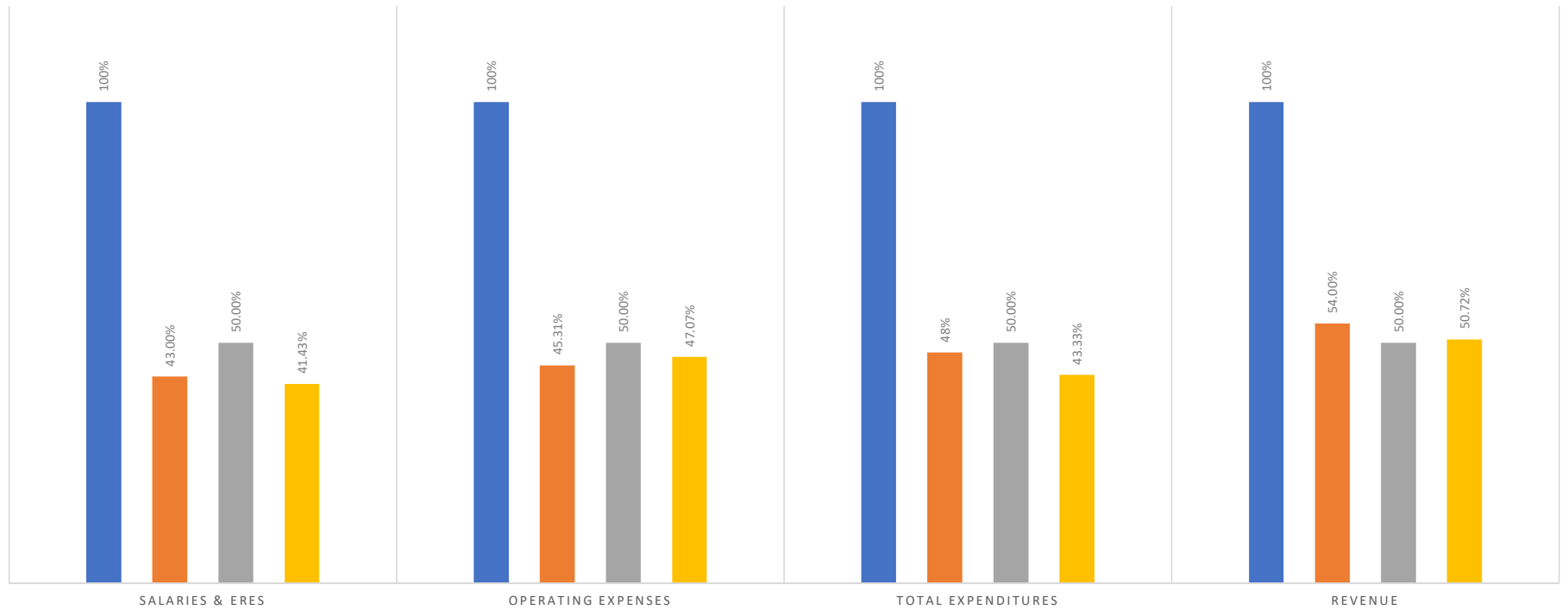
Riggs to resolve (lodging, meals, and other expenses unrelated to supplies are currently in 1005.207\_4120.10 totaling \$30K in September)

- **4110.81 – Safety Apparel & 4110.85 – Safety Supplies:** The FY19-20 Safety Apparel & Safety Supplies expenditures for general fund are at 75% of budget. In addition to planned expenditures, the general fund supported HR in the purchase of replacement personal-protective equipment for public safety staff.
- **4120.35 – Computers / Laptops:** The FY19-20 Computers/Laptops expenditures for general fund at 73% of budget. In addition to planned expenditures, the general fund supported the Treasurer with emergency equipment replacements and will re-categorize capital items on the Annual Financial Report.



**2020 YTD EXPENSES AND REVENUES VS BUDGET  
6 MONTHS ENDED  
12-31-2019**

■ Full Year Budget ■ 2020 YTD Actual ■ 6 Month YTD Target ■ 2019 YTD Actual



**ARF-5928**

**Presentation 2. B.**

**Regular BOS Meeting**

Meeting Date: 03/24/2020

Submitted For: Mary Springer, Finance Director

Submitted By: Maryn Belling, Budget Manager

Department: Finance

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Information

Request/Subject

Presentation of Gila County financial data as it compares to the fiscal year 2020 Gila County Budget and fiscal year 2019 year-to-date performance.

Background Information

At the request of Chairman Cline and the other members of the Gila County Board of Supervisors, the Finance Department has analyzed year-to-date performance of both revenues and expenditures as compared to the 2020 Fiscal Year Budget. This report contains general fund fiscal data as of January 31, 2020.

Throughout the year, the Finance Department prepares reports to compare Gila County's income and expenses to the adopted budget. This information is provided for both the Board of Supervisors and the general public to strengthen our communication and transparency efforts. We welcome feedback to improve the usefulness of the information. As we continue to make improvements in software compatibility, we anticipate being able to provide more timely data comparisons.

Evaluation

**Monthly Review Process** - Monthly the Budget Manager reviews the County-Wide Budget Performance Report for both revenues and expenses. By systematically evaluating each fund for its progress toward annual revenue and expenditure targets, Finance is able to communicate well with departmental leaders and keep notes for improving the preparation of future years' budgets. When extraordinary items arise, or department leaders have concerns about upcoming expenditures or revenues, Finance works with departments and with the County Manager as appropriate to ameliorate concerns, advocate strategically, and provide insight on past decisions to ensure the vision for the current year's budget remains in focus.

**Ongoing Communication** - This approach extends beyond monthly Budget Performance Report review and includes: contract request assessments, repair maintenance discussions, and providing full-service communication about where items were budgeted so that we're consistent. In addition, working with departments to understand the timing of reimbursable grant-funded programs allows us to strategically plan for year-end receivables and cash balances.

### Conclusion

General Fund Revenue fiscal year-to-date at 1/31/2020 is at 59% of budget and shows an increase of \$1,369,405.94 over 1/31/2019.

General Fund Expenditures fiscal year to date at 1/31/2020 is at 55% of budget and shows an increase of \$484,213.36 over 1/31/2019.

### Recommendation

Presentation regarding Gila County financial data as of 1/31/2020 as it compares to the fiscal year 2020 Gila County Budget and fiscal year 2019 year-to-date performance.

### Suggested Motion

Presentation regarding Gila County financial data as of 1/31/2020 as it compares to the fiscal year 2020 Gila County Budget and fiscal year 2019 year-to-date performance. **(Maryn Belling)**

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### Attachments

7 Months YTD Expenditure & Revenue vs Budget

Year to Date Budget Performance Report - General Fund - 1-31-2020

2020 General Fund Revenue & Expenses YTD vs Budget vs 2019

YTD GRAPH

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## Gila County

Finance Department

Mary Jane Springer, Finance Director

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

928-402-8516

At the end of January 2020, Gila County's General Fund Revenues were at 59% of annual budget. General Fund Expenditures are at 55% of annual budget. Targeted % of annual budget for both revenue and expense is 58.3%, so these ratios are slightly better than expected for 7 full months of activity.

General Fund Revenues – General Fund Revenues are \$1,369,405.94 more than 1/31/2019. 91.45% of these increases are attributable to 6 sources:

- 34% Property Taxes
- 11.23% Excise Tax
- 13.72% EORP Relief
- 8.60% Charges for Services General Government + Public Safety
- 6.7% Federal PILT
- 17.2% State Shared Sales Tax

### Significant Revenue Categories

- **3010 – Property Taxes – FY20 Collections 58%** - The FY19-20 Property Taxes collections YTD are \$13,637,435.15 of \$23,419,660 annual budget; \$465,945 more than 1/31/2019.
- **3040 – VLT – FY20 Collections 56%** - The FY19-20 General Fund portion of VLT collections YTD are \$1,064,824.60 of \$1,885,031 annual budget.
- **3050 – Excise Tax – FY20 Collections 52%** - The FY19-20 General Fund portion of Excise Tax collections are \$1,723,064.32 of \$2,790,021 annual budget; \$153,740.44 more than 1/31/2019.
- **3330 – PILT – FY20 Collections 3%**: The FY19-20 PILT receipts are \$91,788 representing Gila County's portion of the class-action lawsuit recovery of past PILT payments.
- **3360.10 – State Shared Sales Tax – FY20 Collections 53%**: The FY19-20 State Shared Sales Tax collections are \$3,320,607.34 of \$6,222,141 annual budget; \$235,138.34 more than 1/31/2019.

General Fund Expenditure – General Fund Expenditures are \$484,213.36 more than 1/31/2019 – the difference is attributable to the timing of Gila County's share of AHCCCS and ALTCS (indigent and long-term care premiums) and Interest payment on Bond Financing.

### Significant Expenditure Categories

- **Salaries, Wages, and Employee Benefits comprise 64.42% of year-to-date expenditures.** Both are on track at 50% of budgeted amounts.
- **AHCCCS / ALTCS comprise 12% of year-to-date expenditures.**
- **Insurance** comprises only 1.8% of general fund year-to-date expenditures, however, 82% of budgeted expenditures have been met for the year because our liability insurance is charged once annually.
- **Professional Services** comprise 10.11% of general fund year-to-date-expenditures however, 86% of budgeted expenditures have been met for the year because of the timing of contracts and encumbrances.
- **Miscellaneous Expenses** comprise 1.80% of general fund expenditures year to date and are at 75% of budgeted expenditures due to the way economic development support is structured.

- **Supplies** 2.96% of general fund expenditures year to date – this is in part due to the September Credit Card sweep that Amber is currently working with Stephanie Chaidez & Kelly Riggs to resolve (lodging, meals, and other expenses unrelated to supplies are currently in 1005.207\_4120.10 totaling \$30K in September)
- **4110.81 – Safety Apparel & 4110.85 – Safety Supplies:** The FY19-20 Safety Apparel & Safety Supplies expenditures for general fund are at 75% of budget. In addition to planned expenditures, the general fund supported HR in the purchase of replacement personal-protective equipment for public safety staff.
- **4120.35 – Computers / Laptops:** The FY19-20 Computers/Laptops expenditures for general fund at 73% of budget. In addition to planned expenditures, the general fund supported the Treasurer with emergency equipment replacements and will re-categorize capital items on the Annual Financial Report.



# GILA COUNTY AZ

## Budget Performance Report

Fiscal Year to Date 01/31/20

Only Show Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
<b>Fund 1005 - General Fund</b>										
<b>REVENUE</b>										
3010	Property Taxes	23,419,660.00	.00	23,419,660.00	535,406.08	.00	13,637,435.15	9,782,224.85	58	13,171,490.15
3030	Int & penalties delinquent taxes	315,000.00	.00	315,000.00	65,155.07	.00	153,064.61	161,935.39	49	110,651.76
3040	Auto lieu tax	1,885,031.00	.00	1,885,031.00	158,084.52	.00	1,064,824.60	820,206.40	56	1,053,831.72
3050	Excise tax	2,790,021.00	.00	2,790,021.00	277,035.37	.00	1,723,064.32	1,066,956.68	62	1,569,323.88
3200	Business Licenses and permits	70,000.00	.00	70,000.00	34,852.50	.00	34,852.50	35,147.50	50	14,298.44
3210	Non-business licenses & permits	503,000.00	.00	503,000.00	3,749.21	.00	259,656.22	243,343.78	52	259,635.61
3300	Intergovernmental Agreements	985,458.00	.00	985,458.00	37,503.65	.00	460,227.01	525,230.99	47	458,603.87
3310	Federal grants	9,300.00	.00	9,300.00	.00	.00	7,448.00	1,852.00	80	(1,517.39)
3330	Federal payments in lieu of tax	3,619,785.00	.00	3,619,785.00	.00	.00	91,788.00	3,527,997.00	3	.00
3350	State grants	.00	.00	.00	.00	.00	80,425.00	(80,425.00)	+++	11,788.00
3360	State Shared	6,222,141.00	.00	6,222,141.00	545,980.63	.00	3,320,607.54	2,901,533.46	53	3,085,469.20
3380	Pmnt in lieu of taxes/local unit	135,367.00	.00	135,367.00	.00	.00	104,004.00	31,363.00	77	95,970.50
3400	Charges for services general gov	498,624.00	.00	498,624.00	65,378.60	.00	362,901.78	135,722.22	73	281,031.91
3405	Charges for services pub safety	283,300.00	.00	283,300.00	44,809.14	.00	198,737.73	84,562.27	70	162,780.70
3416	Charges for service health	5,000.00	.00	5,000.00	.00	.00	2,610.00	2,390.00	52	2,755.00
3510	Forfeitures	422,247.00	.00	422,247.00	26,225.60	.00	191,560.03	230,686.97	45	211,176.17
3600	Investments	150,000.00	.00	150,000.00	12,572.48	.00	128,824.23	21,175.77	86	153,948.72
3700	Rents, royalties, commissions	.00	.00	.00	.00	.00	775.00	(775.00)	+++	.00
3800	Contributions	69.00	.00	69.00	8.23	.00	63.42	5.58	92	71.19
3900	Miscellaneous	92,656.00	.00	92,656.00	28,234.20	.00	319,330.81	(226,674.81)	345	131,484.58
3930	Transfer In	1,845,000.00	.00	1,845,000.00	.00	.00	.00	1,845,000.00	0	.00
3940	Transfers Out	(5,717,670.00)	.00	(5,717,670.00)	.00	.00	.00	(5,717,670.00)	0	.00
<b>REVENUE TOTALS</b>		<b>\$37,533,989.00</b>	<b>\$0.00</b>	<b>\$37,533,989.00</b>	<b>\$1,834,995.28</b>	<b>\$0.00</b>	<b>\$22,142,199.95</b>	<b>\$15,391,789.05</b>	<b>59%</b>	<b>\$20,772,794.01</b>
<b>EXPENSE</b>										
4010	Salaries and wages	19,129,437.00	.00	19,129,437.00	1,394,145.06	17,646.30	9,639,924.19	9,471,866.51	50	9,351,671.44
4020	Employee benefits	9,123,739.00	.00	9,123,739.00	659,728.48	.00	4,563,478.95	4,560,260.05	50	4,276,017.78
4100	Supplies	206,391.00	.00	206,391.00	12,373.77	6,340.58	117,384.76	82,665.66	60	94,663.61
4110	Operating Supplies -	521,804.00	.00	521,804.00	41,060.19	4,061.17	296,286.89	221,455.94	58	269,105.85
4120	Equipment and furniture	164,754.00	.00	164,754.00	5,847.52	3,530.91	103,847.63	57,375.46	65	63,949.51
4130	Repair and maintenance supplies	93,312.00	.00	93,312.00	(6,071.15)	2,427.10	45,025.48	45,859.42	51	46,373.58
4140	Controlled Assets	123,095.00	.00	123,095.00	8,320.18	3,773.36	31,425.58	87,896.06	29	54,025.90
4200	Other services and charges	51,519.00	.00	51,519.00	6,170.83	16,284.50	32,137.70	3,096.80	94	40,028.22
4210	Professional services	3,828,720.00	.00	3,828,720.00	413,256.49	1,082,897.36	2,228,613.71	517,208.93	86	2,501,030.58
4220	Utilities	61,905.00	.00	61,905.00	4,677.55	.00	25,127.40	36,777.60	41	21,170.86
4230	Communications	513,697.00	.00	513,697.00	63,746.03	51,421.14	317,742.03	144,533.83	72	264,669.97
4240	Travel and Transportation	264,017.00	.00	264,017.00	17,420.25	.00	135,747.05	128,269.95	51	134,725.80
4250	Lobbying	.00	.00	.00	.00	.00	.00	.00	+++	1,724.56
4260	Advertising	74,380.00	.00	74,380.00	2,174.04	.00	17,540.60	56,839.40	24	26,665.74
4270	Printing and microfilming	29,975.00	.00	29,975.00	2,635.41	4,822.91	9,852.35	15,299.74	49	11,761.80



# GILA COUNTY AZ

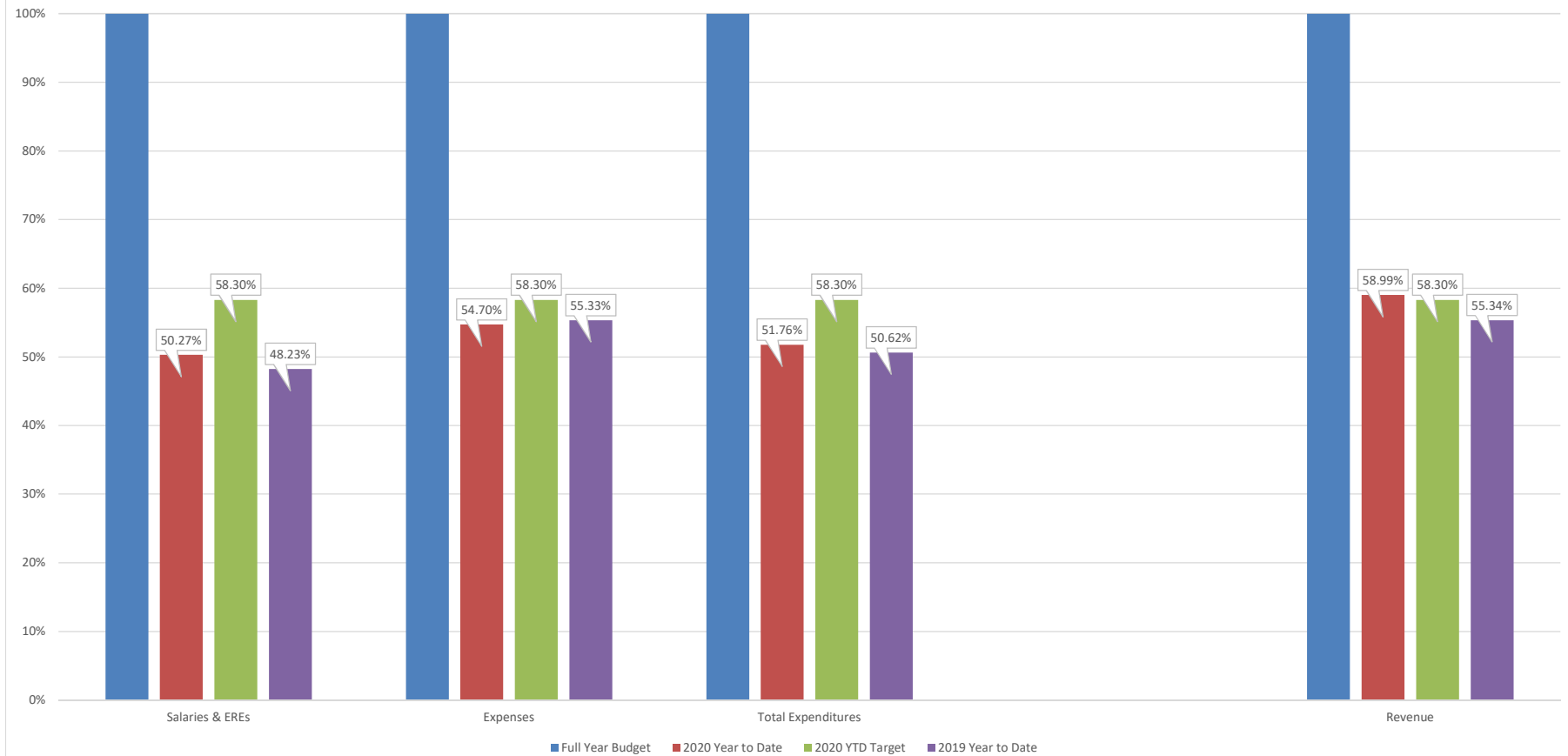
## Budget Performance Report

Fiscal Year to Date 01/31/20

Only Show Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
Fund 1005 - General Fund										
EXPENSE										
4280	Insurance	435,000.00	.00	435,000.00	13,764.38	.00	356,940.45	78,059.55	82	353,858.31
4290	Operating Leases and Rentals	861,765.00	.00	861,765.00	313,623.86	37,361.80	483,729.57	340,673.63	60	400,780.79
4300	Repair and maintenance	670,846.00	.00	670,846.00	22,164.61	81,139.39	333,273.19	256,433.42	62	339,684.13
4310	Aid to other governments	358,000.00	.00	358,000.00	17,500.00	.00	152,021.94	205,978.06	42	148,000.00
4320	Support and care of persons	4,427,704.00	.00	4,427,704.00	380,298.70	171,213.64	2,642,557.24	1,613,933.12	64	2,502,203.64
4330	Interest	2,044.00	.00	2,044.00	.00	.00	.00	2,044.00	0	1,896.40
4340	Miscellaneous	537,036.00	.00	537,036.00	27,563.86	8,225.00	396,778.16	132,032.84	75	518,901.14
4500	Capital Outlay	15,000.00	.00	15,000.00	.00	477.31	8,080.08	6,442.61	57	5,678.94
4530	Improvements other than Bldgs	.00	.00	.00	.00	.00	37,500.00	(37,500.00)	+++	.00
4600	Bond principal retirement	830,000.00	.00	830,000.00	.00	.00	(35.10)	830,035.10	0	102,211.51
4610	Bond interest	270,000.00	.00	270,000.00	.00	.00	72,269.90	197,730.10	27	32,388.97
4990	Coding	.00	.00	.00	86.00	.00	206.44	(206.44)	+++	53.80
EXPENSE TOTALS		\$42,594,140.00	\$0.00	\$42,594,140.00	\$3,400,486.06	\$1,491,622.47	\$22,047,456.19	\$19,055,061.34	55%	\$21,563,242.83
Fund 1005 - General Fund Totals										
REVENUE TOTALS		37,533,989.00	.00	37,533,989.00	1,834,995.28	.00	22,142,199.95	15,391,789.05	59%	20,772,794.01
EXPENSE TOTALS		42,594,140.00	.00	42,594,140.00	3,400,486.06	1,491,622.47	22,047,456.19	19,055,061.34	55%	21,563,242.83
Fund 1005 - General Fund Totals		(\$5,060,151.00)	\$0.00	(\$5,060,151.00)	(\$1,565,490.78)	(\$1,491,622.47)	\$94,743.76	(\$3,663,272.29)		(\$790,448.82)
Grand Totals										
REVENUE TOTALS		37,533,989.00	.00	37,533,989.00	1,834,995.28	.00	22,142,199.95	15,391,789.05	59%	20,772,794.01
EXPENSE TOTALS		42,594,140.00	.00	42,594,140.00	3,400,486.06	1,491,622.47	22,047,456.19	19,055,061.34	55%	21,563,242.83
Grand Totals		(\$5,060,151.00)	\$0.00	(\$5,060,151.00)	(\$1,565,490.78)	(\$1,491,622.47)	\$94,743.76	(\$3,663,272.29)		(\$790,448.82)

Gila County General Fund  
YTD Revenues & Expenses  
at January 31, 2020





**ARF-5979**

**Presentation 2. C.**

**Regular BOS Meeting**

Meeting Date: 03/24/2020

Submitted For: James Menlove, County Manager

Submitted By: Marian Sheppard, Clerk of the Board

Department: County Manager

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Information

Request/Subject

Gila County Coronavirus (COVID-19) Mitigation Efforts

Background Information

Arizona's Governor Doug Ducey and President Donald Trump recently declared a state of emergency for the State of Arizona and the United States of America (U.S.). This action comes as reported cases of the Coronavirus (COVID-19) continue to increase in Arizona and the U.S.

Evaluation

N/A

Conclusion

Gila County management has been working with the Gila County Health and Emergency Management Department to take measures to mitigate COVID-19 outbreaks in Gila County. To date there are no known COVID-19 cases in Gila County.

On March 17th, the County initiated a daily conference call for Health and Emergency Management Department staff to provide updates on actions being taken by the state, federal and local governments. The call includes County department heads, elected officials and other employees; elected officials and management staff from other local governmental entities; first responders; and hospitals.

It is important for the Board of Supervisors and the public to be apprised of all actions being taken to mitigate further COVID-19 outbreaks in Arizona and especially to be informed of those actions being taken at the County level. It is equally important for employees to receive clear and concise information related to the County's employee leave policy specific to COVID-19.

### Recommendation

It is recommended that Gila County Health and Emergency Management Department staff provide information on all measures being taken by the County to mitigate COVID-19 outbreaks to include those measures being taken by the state and federal government; and to receive information on the County's employee leave policy as it relates to COVID-19 issues

### Suggested Motion

Presentation and discussion of information by the Gila County Health and Emergency Management Department on the status and measures being taken to mitigate Coronavirus (COVID-19) outbreaks in Gila County and Arizona; and presentation and discussion on Gila County employee administrative issues and planning for issues and measures to be implemented in response to the COVID-19 situation. **(James Menlove/Michael O'Driscoll)**

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### Attachments

*No file(s) attached.*

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**ARF-5960**

**Public Hearing 3. A.**

**Regular BOS Meeting**

Meeting Date: 03/24/2020

Submitted For: Steve Sanders, Director

Submitted By: Marian Sheppard, Clerk of the Board

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.

At the Board of Supervisors' March 10th meeting, Steve Sanders, Public Works Department Director, requested that the Board table this agenda item to a future meeting because it was not placed as a public hearing on the March 10th agenda as required. The Board unanimously voted to table this item to a future meeting.

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 EAST DILLY WAY AND EAST 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:

**EAST DILLY WAY – Section 36 T12N R10E  
EAST 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 24<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:

\_\_\_\_\_  
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.

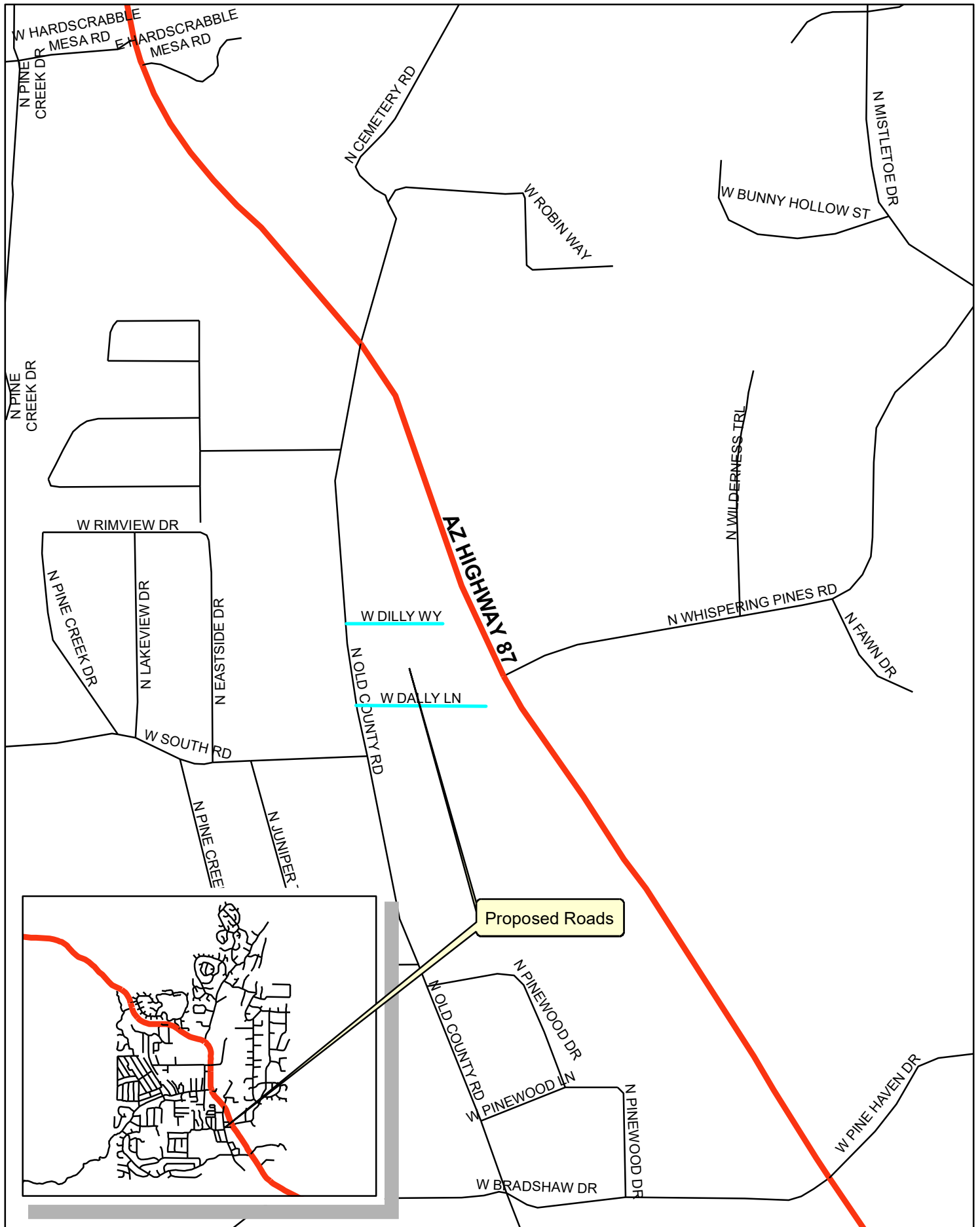
Inquiries and objections may be directed to:

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

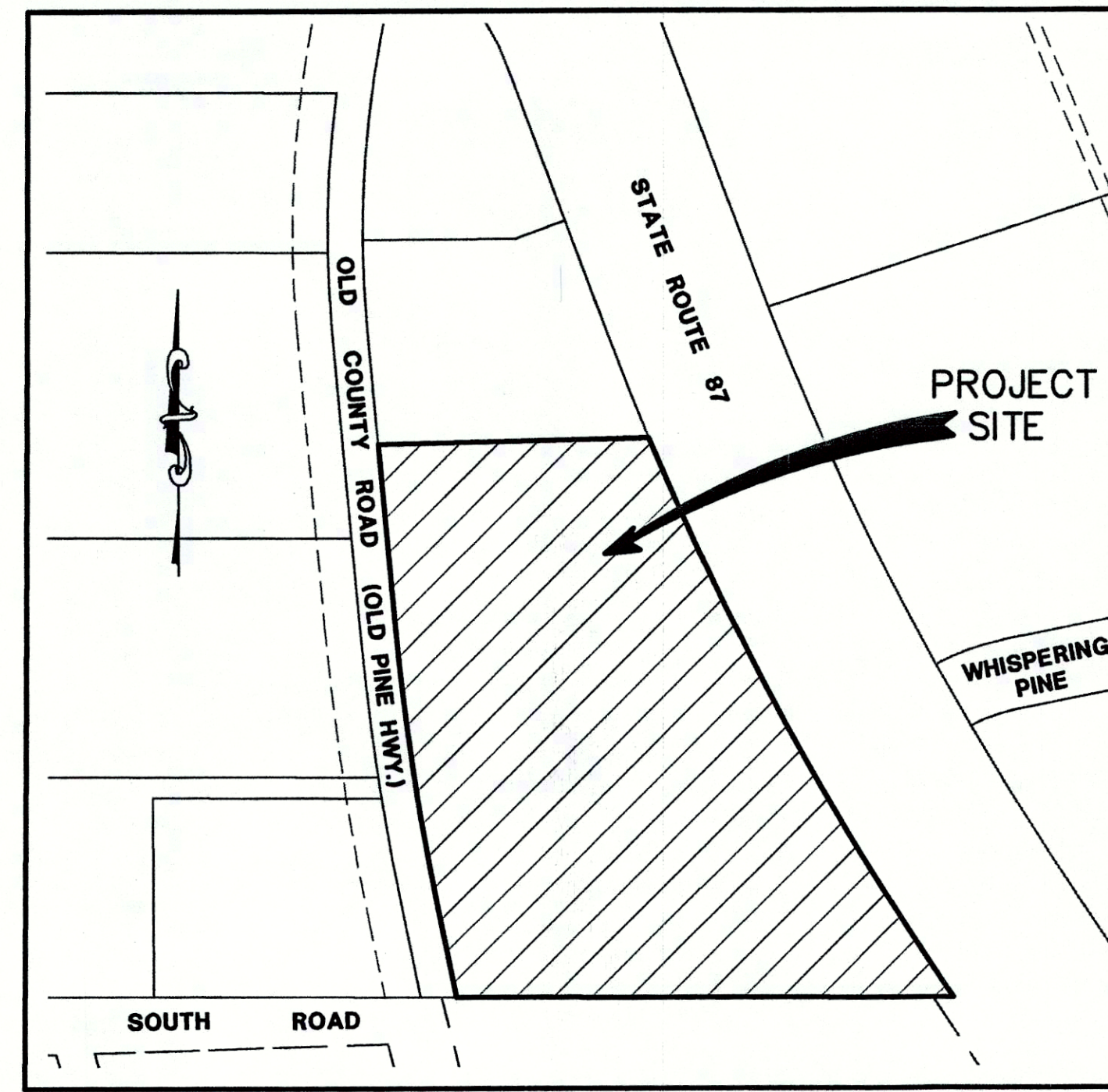
PARCEL "B"  
AS SHOWN ON R.O.S. MAP 3139,  
LOCATED IN THE SE 1/4 OF SECTION 36,  
T12N, R8E G&SRM, GILA COUNTY, ARIZONA  
(APN: 301-19-019Y)

**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



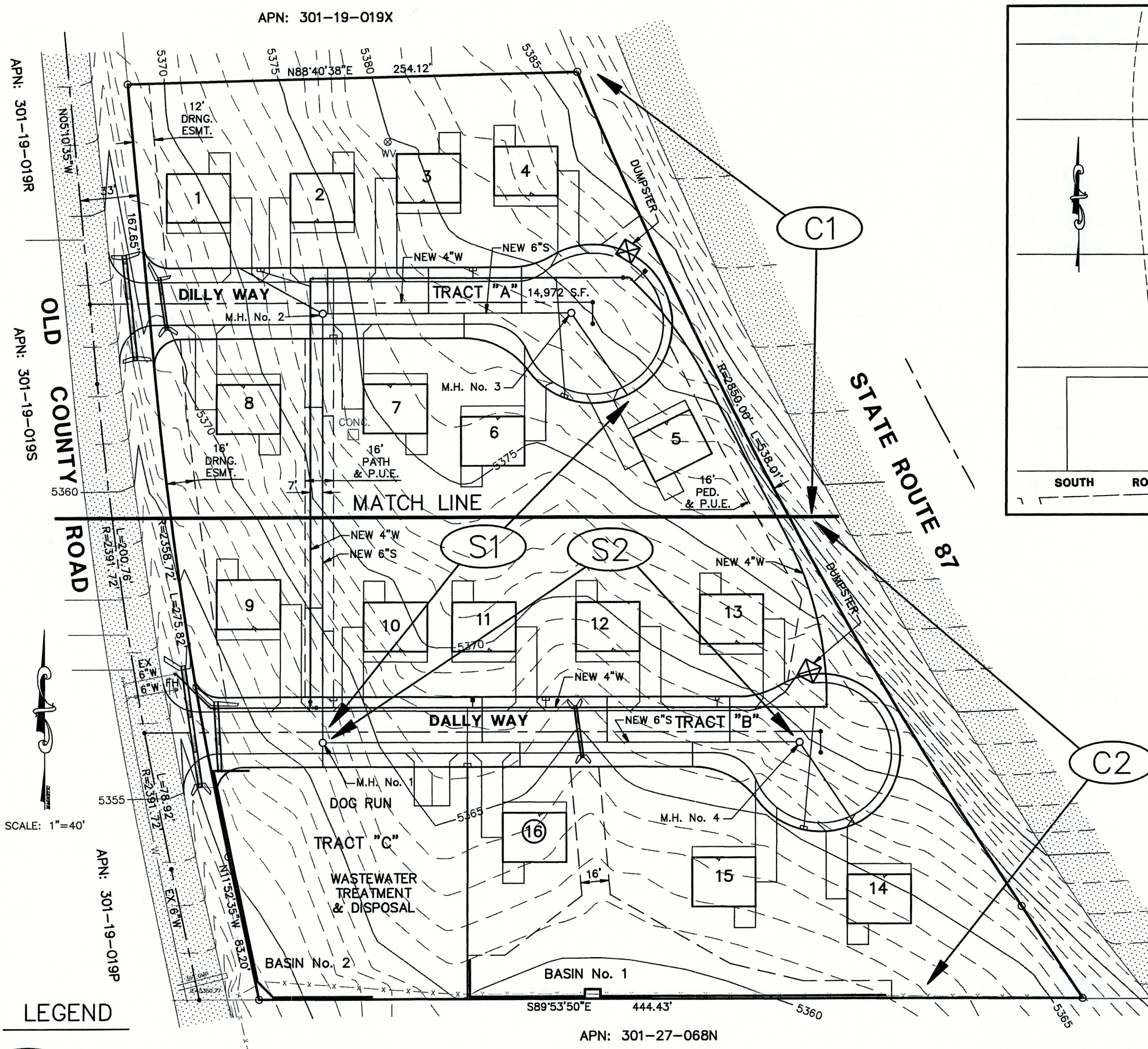
LOCATION MAP  
N.T.S.

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-5901**

**Public Hearing 3. B.**

**Regular BOS Meeting**

Meeting Date: 03/24/2020

Submitted For: Marian Sheppard, Clerk of the Board

Submitted By: Melissa Henderson, Deputy Clerk

Department: Clerk of the Board of Supervisors

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Information

Request/Subject

Liquor License Application (County No. LL-20-01) - James David Haviland  
- Creekside Steakhouse & Tavern

Background Information

James David Haviland submitted an application to the Arizona Department of Liquor Licenses and Control (DLLC) for a new Series 12 - Restaurant License with an interim permit to operate at the Creekside Steakhouse & Tavern located in Christopher Creek, 30 miles east of Payson. Per A.R.S. § 4-201(B), the DLLC has forwarded the application to the Clerk of the Board of Supervisors. The notice of hearing before the Board of Supervisors and the license application were posted per statutory requirement *"in a conspicuous place on the front of the premises where the business is proposed to be conducted, with a statement requiring any natural person who is a bona fide resident residing or owning or leasing property within a one-mile radius from the premises proposed to be licensed, and who is in favor of or opposed to the issuance of the license, to file written arguments in favor of or opposed to the issuance of the license with the clerk within twenty days after the posting..."* The notice also outlines the process whereby a bona fide resident may file a written protest to the State Liquor Board and or request information regarding procedures before the State Liquor Board and a notice of any State Liquor Board hearings regarding this application. To date, the Clerk of the Board of Supervisors has not received any written arguments on this application.

Evaluation

The notice of hearing before the Board of Supervisors and application was posted on February 12, 2020, and removed on March 5, 2020, by a Gila County Sheriff's Deputy. The Affidavit of Posting is on file at the Clerk of the Board's office. The application was sent to the Planning and Zoning Department, Health Department, and Treasurer's Office. The Treasurer does not have any issues with the applicant with regard to taxes. The Planning and Zoning Department Director has indicated that building permits will be required for repair work and updating the building and the owner has indicated he will obtain permits as required. The Health and Emergency Management Department Director doesn't have any pending issues with the applicant.

### Conclusion

The application has been reviewed by various Gila County departments and the Treasurer and there are no pending County issues or concerns. The Clerk of the Board did not receive written arguments from any of the bona fide residents who reside or own or lease property within a one-mile radius from the premises proposed to be licensed within twenty days after the posting. The Board of Supervisors should proceed with a hearing to hear from any of the bona fide residents residing or owning or leasing property within a one-mile radius from the premises proposed to be licensed and then recommend to the State Liquor Board (Board) whether the Board should grant or deny the license.

### Recommendation

The Clerk of the Board of Supervisors recommends that the Board of Supervisors proceed with the hearing on this application and then recommend to the State Liquor Board (Board) whether the Board should approve or deny the license.

### Suggested Motion

Information/Discussion/Action to consider a liquor license application (County No. LL-20-01) submitted by James David Haviland for a new Series 12 Restaurant License with an interim permit to operate at the Creekside Steakhouse & Tavern located in Christopher Creek, 30 miles east of Payson; and issue a recommendation to the State Liquor Board on whether or not the State Liquor Board should grant or deny the license.

**(Marian Sheppard)**

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### Attachments

Creekside Steakhouse-Recommendation

Creekside Steakhouse-Application

Creekside Steakhouse-Treasurer Response

Creekside Steakhouse-H&E Response

Creekside Steakhouse-CD Response

Creekside Steakhouse-Affidavit of Posting

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

**Local Governing Body Recommendation  
A.R.S. § 4-201(C)**

1. City or Town of: \_\_\_\_\_ Liquor License Application #: \_\_\_\_\_  
(Circle one) (Arizona application #)
2. County of: \_\_\_\_\_ City/Town/County #: \_\_\_\_\_
3. If licensed establishment will operate within an "entertainment district" as described in A.R.S. §4-207(D)(2),  
\_\_\_\_\_  
(Name of entertainment district) (Date of resolution to create the entertainment district)
- A boundary map of entertainment district must be attached.
4. The \_\_\_\_\_ at a \_\_\_\_\_ meeting held on the \_\_\_\_\_ of \_\_\_\_\_  
(Governing body) (Regular or special) (Day)  
\_\_\_\_\_, \_\_\_\_\_ considered the application of \_\_\_\_\_  
(Month) (Year) (Name of applicant)
- for a license to sell spirituous liquor at the premises described in application \_\_\_\_\_,  
(Arizona liquor license application #)
- for the license series #: type \_\_\_\_\_ as provided by A.R.S §4-201.  
(i.e.: series #10: beer & wine store)

**ORDER OF APPROVAL/DISAPPROVAL**

IT IS THEREFORE ORDERED that the license APPLICATION OF \_\_\_\_\_  
(Name of applicant)

to sell spirituous liquor of the class and in the manner designated in the application, is hereby recommended

for \_\_\_\_\_  
(Approval, disapproval, or no recommendation)

**TRANSMISSION OF ORDER TO STATE**

IT IS FURTHER ORDERED that a certified copy of this order be immediately transmitted to the State Department of Liquor, License Division, 800 W Washington, 5th Floor, Phoenix, Arizona.

Dated at \_\_\_\_\_ on \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
(Location) (Day) (Month) (Year)

\_\_\_\_\_  
(Printed name of city, town or county clerk)

\_\_\_\_\_  
(Signature of city, town or county clerk)

**State of Arizona**  
**Department of Liquor Licenses and Control**

Created 02/04/2020 @ 02:36:07 PM

Local Governing Body Report

**LICENSE**

Number:		Type:	012 RESTAURANT
Name:	CREEKSIDE STEAKHOUSE & TAVERN		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	1520 E CHRISTOPHER CREEK LOOP PAYSON, AZ 85541 USA		
Mailing Address:	1831 E MONTEBELLO AVENUE PHOENIX, AZ 85016 USA		
Phone:	(602)820-8105		
Alt. Phone:			
Email:	JAMES@IT1.COM		

**AGENT**

Name:	JAMES DAVID HAVILAND
Gender:	Male
Correspondence Address:	1831 E MONTEBELLO AVENUE PHOENIX, AZ 85016 USA
Phone:	(602)820-8105
Alt. Phone:	
Email:	JAMES@IT1.COM

**OWNER**

Name:	MOGOLLON CAPITAL LLC		
Contact Name:	JAMES DAVID HAVILAND		
Type:	LIMITED LIABILITY COMPANY		
AZ CC File Number:	23045363	State of Incorporation:	AZ
Incorporation Date:	12/17/2019		
Correspondence Address:	1831 E MONTEBELLO AVENUE PHOENIX, AZ 85016 USA		
Phone:	(602)820-8105		
Alt. Phone:			
Email:	JAMES@IT1.COM		

**Officers / Stockholders**

Name:	Title:	% Interest:
-------	--------	-------------


**MOGOLLON CAPITAL LLC - MEMBER**

Name: JAMES DAVID HAVILAND  
Gender: Male  
Correspondence Address: 1831 E MONTEBELLO AVENUE  
PHOENIX, AZ 85016  
USA  
Phone: (602)820-8105  
Alt. Phone:  
Email: JAMES@IT1.COM

**APPLICATION INFORMATION**

Application Number: 93550  
Application Type: New Application  
Created Date: 02/04/2020

**QUESTIONS & ANSWERS****012 Restaurant**

- 1) If you intend to operate the business while your application is pending you will need an interim permit pursuant to A.R.S.§4-203.01. Would you like to apply for an Interim Permit?  
If yes, after completing this application, please go back to your Licensing screen, under New License Application choose "Interim Permit" from the drop-down window.  
Yes
- 2) Have you submitted a questionnaire? Each person listed must submit a questionnaire and mail in a fingerprint card along with a \$22. processing fee per card.  
Yes  
A Document of type QUESTIONNAIRE is required.
- 5) Are you a tenant? (A person who holds the lease of a property; a lessee)  
No
- 6) Is there a penalty if lease is not fulfilled?  
No
- 7) Are you a sub-tenant? (A person who holds a lease which was given to another person (tenant) for all or part of a property)  
No
- 8) Are you the owner?  
No
- 9) Are you a purchaser?  
Yes  
A Document of type INCOMING CORRESPONDENCE is required.
- 10) Are you a management company?  
No
- 11) Is the Business located within the incorporated limits of the city or town of which it is located?  
No Yes - Payson   
If no, in what City, Town, County or Tribal/Indian Community is this business located?  
Christopher Creek, AZ

- 12) What is the total money borrowed for the business not including the lease?  
Please list lenders/people owed money for the business.  
\$725,000
- 13) Have you provided a diagram of your premises?  
Yes
- 14) Is there a drive through window on the premises?  
No
- 15) If there is a patio please indicate contiguous or non-contiguous within 30 feet.  
Contiguous
- 16) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?  
Yes  
If yes, what is your estimated completion date?  
02/01/2020
- 17) Have you provided a Restaurant Operation Plan form?  
Yes  
A Document of type RESTAURANT OPERATION PLAN is required.
- 18) Have you provided a Records Required for Audit form?  
Yes  
A Document of type RECORDS REQUIRED FOR AUDIT is required.

## DOCUMENTS

DOCUMENT TYPE	FILE NAME	UPLOADED DATE
MENU	PDF-MENU-Creekside-2018.pdf	01/06/2020
GROWLER APPLICATION	Liquor license and growler application.pdf	01/06/2020
DIAGRAM/FLOOR PLAN	sketch of restaruant for liquor llicense.pdf	01/06/2020
QUESTIONNAIRE	Liquor app Questionnaire.pdf	01/09/2020
RECORDS REQUIRED FOR AUDIT	Liquore app - Records required for Audit.pdf	01/09/2020
RESTAURANT OPERATION PLAN	liquor - Restaurant Operation Plan.pdf	01/09/2020
INCOMING CORRESPONDENCE	Incoming Correspondence.docx	01/10/2020

**State of Arizona**  
**Department of Liquor Licenses and Control**

Created 02/04/2020 @ 03:16:35 PM

Local Governing Body Report

<b>LICENSE</b>
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Number:	INP040010244	Type:	INP INTERIM PERMIT
Name:	CREEKSIDE STEAKHOUSE & TAVERN		
State:	Active		
Issue Date:	02/04/2020	Expiration Date:	05/19/2020
Original Issue Date:	02/04/2020		
Location:	1520 E CHRISTOPHER CREEK LOOP PAYSON, AZ 85541 USA		
Mailing Address:	1831 E MONTEBELLO AVENUE PHOENIX, AZ 85016 USA		
Phone:	(602)820-8105		
Alt. Phone:			
Email:	JAMES@IT1.COM		

<b>AGENT</b>
--------------

Name:	JAMES DAVID HAVILAND
Gender:	Male
Correspondence Address:	1831 E MONTEBELLO AVENUE PHOENIX, AZ 85016 USA
Phone:	(602)820-8105
Alt. Phone:	
Email:	JAMES@IT1.COM

<b>OWNER</b>
--------------

Name:	MOGOLLON CAPITAL LLC		
Contact Name:	JAMES DAVID HAVILAND		
Type:	LIMITED LIABILITY COMPANY		
AZ CC File Number:	23045363	State of Incorporation:	AZ
Incorporation Date:	12/17/2019		
Correspondence Address:	1831 E MONTEBELLO AVENUE PHOENIX, AZ 85016 USA		
Phone:	(602)820-8105		
Alt. Phone:			
Email:	JAMES@IT1.COM		

**Officers / Stockholders**

Name:	Title:	% Interest:
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**MOGOLLON CAPITAL LLC - MEMBER**

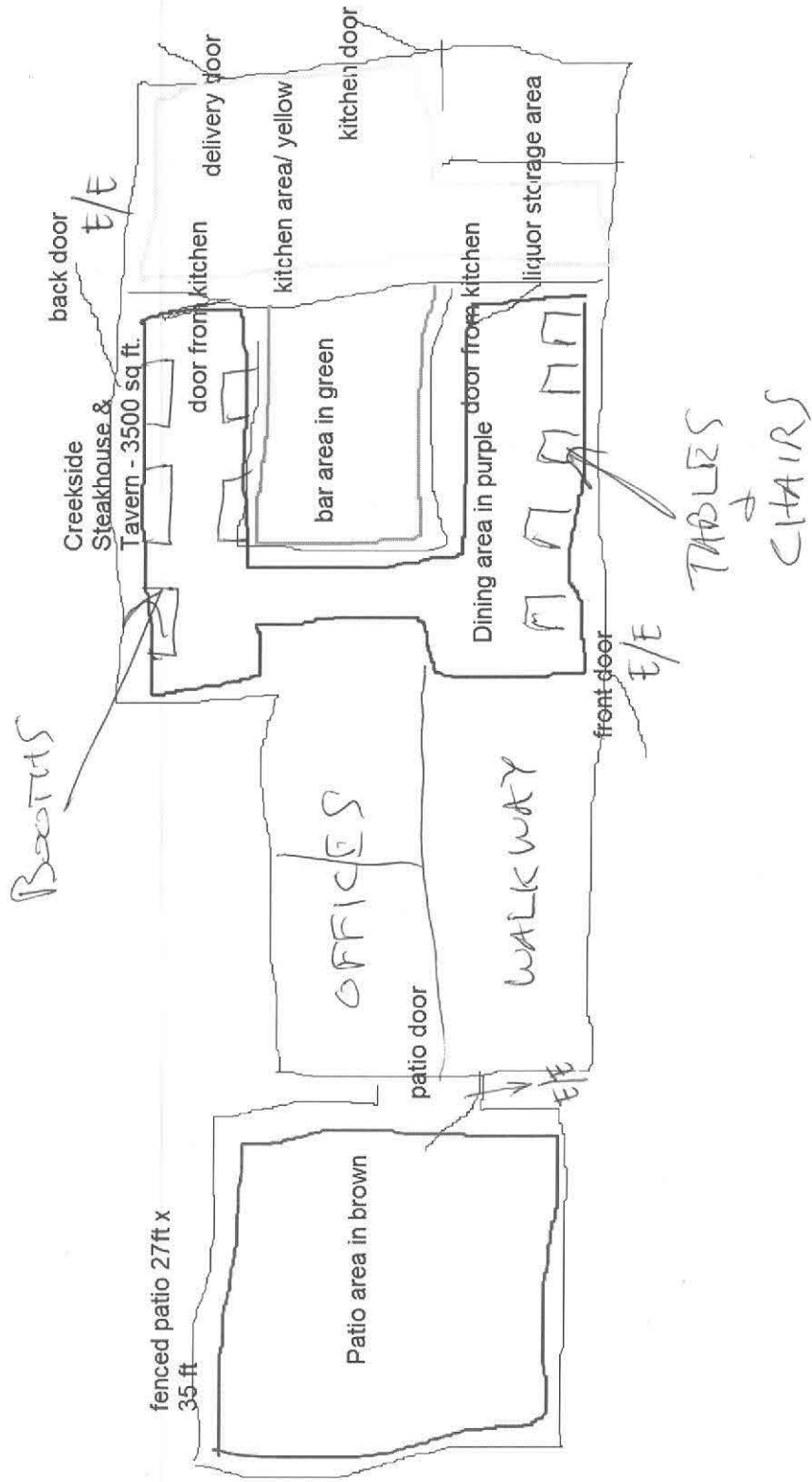
Name: JAMES DAVID HAVILAND  
Gender: Male  
Correspondence Address: 1831 E MONTEBELLO AVENUE  
PHOENIX, AZ 85016  
USA  
Phone: (602)820-8105  
Alt. Phone:  
Email: JAMES@IT1.COM

**APPLICATION INFORMATION**

Application Number: 96460  
Application Type: New Application  
Created Date: 02/04/2020

**QUESTIONS & ANSWERS****INP Interim Permit**

- 1) Enter License Number currently at location  
12043104
- 2) Is the license currently in use?  
No  
How long has it been out of use?  
30 days
- 3) Will you please submit section 5, page 6, of the license application when you reach the upload page?  
No



20 FEB 4 11:41 AM '88



APPLICATION FOR GROWLER PRIVILEGES  
WITH SERIES 12 LIQUOR LICENSE

Applicant's Name: ☒ Individual ☒ Agent James D Haviland, Jr. License #: 12043104

Business Name: Creekside Restaurant & Tavern

Business Location: 1520 E. Christopher Creek Loop Payson, AZ 85541

Street Address City State County Zip Code

Mailing Address: 1831 E. Montebello Ave Phoenix, AZ 85016

Street Address or P.O. Box City State County Zip Code

Business Phone Number: 602-820-8105 Daytime Contact Number: 602-820-8105

Email Address: james.haviland@it1.com

Distance to nearest School: 8.3 miles Name of School: Shelby School

(If less than (1) mile note footage) Address: 249 Standage Dr. Payson AZ 85541

Distance to nearest Church: 5 miles 2700 ft Name of Church: Christopher Creek Bible Church

(If less than (1) mile note footage) Address: 1036 E. Christopher Creek Loop Payson, AZ 85541

Growler Permit as authorized by A.R.S. 4-205.02.H

I (Print Name), James D Haviland, Jr, attest that I am the INDIVIDUAL/AGENT filling this form, and I that I have read, and assume responsibility for compliance with, A.R.S. §4-207.A. A.R.S. §4-205.02.H A.R.S. §4-244.32.C and verify all statements I have made on this document to be true, correct and complete. I understand that I am responsible for the \$225.00 issuance fee and the annual \$150.00 renewal fee for these growler privileges. Growler privilege renewal fees are due at the same time as the renewal for the "current restaurant license" and are not transferable.

Signature: [Signature] Title: Principal Date: 1/5/2020

DLLC USE ONLY

Investigation Recommendation: ☐ Approval ☐ Disapproval by: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Director Signature required for Disapprovals: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

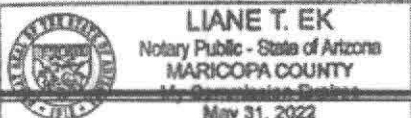
### SECTION 5 Interim Permit

If you intend to operate business while the application is pending, you will need an interim permit pursuant to A.R.S. §4-203.01. For approval of an interim permit:

- There **must** be a valid license of the same series issued to the current location you are applying for, **OR**
- A Hotel/Motel license is being replaced with a restaurant license pursuant to A.R.S. §4-203.01 (A)

1. Enter license number currently at the location: 12043104

2. Is the license currently in use? ☐ Yes ☒ No If no, how long has it been out of use? < 30 days or so

NOTARY	
I (Print Full Name) <u>JASON COVAN HARRIS</u> hereby declare that I am the Agent, Current Owner, or Controlling Person on the stated license and location.	
Signature: <u>[Signature]</u>	State of <u>Arizona</u> County of <u>Maricopa</u>
The foregoing instrument was acknowledged before me this	
My Commission Expires on: <u>05/31/2022</u>	<u>30<sup>th</sup></u> Day of <u>January</u> <u>2020</u>
Date	Day Month Year
	<u>[Signature]</u> Signature of Notary

### SECTION 6 Background Check

EACH PERSON LISTED MUST SUBMIT A QUESTIONNAIRE, FINGERPRINT CARD, AND \$22 PROCESSING FEE PER CARD.

1. If the applicant is an entity, and not an individual, answer questions 1a-b.

a) Date Incorporated/Organized: \_\_\_\_\_ State where Incorporated/Organized: \_\_\_\_\_

b) AZ Corporation or AZ LLC. File No: \_\_\_\_\_ Date authorized to do business in AZ: \_\_\_\_\_

2. List any individual or entity that owns a beneficial interest of 10% or more and/or controls the applicant or licensee. If the applicant is owned by another entity, attach an organizational chart showing the ownership structure. Attach additional sheets as needed. Disclose all controlling persons and members, shareholders or general partners who own a beneficial interest of 10% or more of the applicant or licensee.

Last	First	Middle	Title	%Owned	Mailing Address	City	State	Zip

(Attach additional sheet if necessary)

### SECTION 7 Probate, Receiver, Bankruptcy Trustee, Assignment, or Divorce Decree of an existing liquor license A.R.S. §4-204

EACH PERSON LISTED MUST SUBMIT A QUESTIONNAIRE, FINGERPRINT CARD, AND \$22 PROCESSING FEE PER CARD.

1. Current Licensee's Name: \_\_\_\_\_

(Exactly as it appears on the license) Last First Middle

2. Assignee's Name: \_\_\_\_\_

Last First Middle

3. License Number: \_\_\_\_\_

ATTACH A COPY OF THE DOCUMENT THAT SPECIFICALLY ASSIGNS THE LIQUOR LICENSE TO THE ASSIGNEE.



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

DLIC USE ONLY  
Job #: 93550

RESTAURANT OPERATION PLAN

1. Name of restaurant (Please print): Creekside Steakhouse & Tavern
2. List equipment below by Make, Model, and Capacity: (PROVIDE THE FOLLOWING ITEMS ONLY, NO ATTACHMENTS)

Grill	SERMAX 4 BURNER / FLAT TOP
Oven	DARTS 1200E 10.5 kW
Freezer	LARKIN 10 x 12'
Refrigerator	LARKIN 10 x 12'
Sink	4' x 2' x 3'
Dish Washing Facilities	ICE CLEAN
Food Preparation Counter (Dimensions)	TURBO AIR 6' counter
Other	dishwasher/janitor FRIER'S AVANTAGE

3. Attach a copy of your full menu including prices (examples: Breakfast, Lunch, Dinner, and Nonalcoholic beverages).
4. List the seating capacity for:
- a. Restaurant dining area of your premises: [ 40 ]  
(Do not include patio seating)
- b. Bar area of your premises: [ + 14 ]
- c. Total dining and bar seating capacity of your premises: [ = 54 ]
5. What Type of dinnerware and utensils are utilized within your restaurant?
- ☐ Reusable ☐ Disposable ☒ Both
6. Does your restaurant have a bar area that is distinct and separate from the dining area? ☒ YES ☐ No  
(If yes, what percentage of the public floor space does this area cover?) 25 %
7. What percentage of your public premises is used primarily for restaurant dining?  
(Do not include kitchen, bar, hi-top tables, or game area.) 75 %

8. Does your restaurant contain any games, televisions, or any other entertainment? ☒ YES ☐ No  
(If yes, specify what types and how many (examples: 4-TV's, 2-Pool Tables, 1-Video Game, etc.)

3 - TV's

9. Do you have live entertainment or dancing? ☐ YES ☒ No  
(If yes, what type and how often 8.5  
example: DJ-2 x a week, Karaoke-2 x a month, Live Band-1 x a month, etc.)

10. Use space below to list how many employees for each position to fully staff your business.

Position	How many
Cooks	2
Bartenders	2
Hostesses	1
Managers	2
Servers	3
Other ( dishwasher/ja)	1
Other ( )	
Other ( )	

- I, James Haviland, hereby declare that I am the APPLICANT filing this application.  
I have read this application and the contents and all statements true, correct and complete.

X

(Signature of APPLICANT)



**NOTARY**

State of ARIZONA County of MARICOPA

The foregoing instrument was acknowledged before me this 09 day of JANUARY 2020  
Day Month Year

My Commission Expires on: 02/10/2023  
Date

Christina Arroyo  
Signature of Notary Public



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

**RECORDS REQUIRED FOR AUDIT**  
Applies to Series 11 (Hotel/Motel W/Restaurant) & Series 12 (Restaurant) Only

**MAKE A COPY OF THIS DOCUMENT AND KEEP IT WITH YOUR DLLC RECORDS**

In the event of an audit, you will be asked to provide to the Department any documents necessary to determine compliance with A.R.S. §4-205.02(G). Such documents requested may include however, are not limited to:

1. All invoices and receipts for the purchase of food and spirituous liquor for the licensed premises.
2. A list of **all** food and liquor vendors
3. The restaurant menu used during the audit period
4. A price list for alcoholic beverages during the audit period
5. Mark-up figures on food and alcoholic products during the audit period
6. A recent, **accurate** inventory of food and liquor (taken within two weeks of the Audit Interview Appointment)
7. Monthly Inventory Figures - beginning and ending figures for food and liquor
8. Chart of accounts (copy)
9. Financial Statements-Income Statements-Balance Sheets
10. General Ledger
  - A. Sales Journals/Monthly Sales Schedules
    - 1) Daily sales Reports (to include the name of each waitress/waiter, bartender, etc. with sales for that day)
    - 2) Daily Cash Register Tapes - Journal Tapes and Z-tapes
    - 3) Dated Guest Checks
    - 4) Coupons/Specials/Discounts
    - 5) Any other evidence to support income from food and liquor sales
  - B. Cash Receipts/Disbursement Journals
    - 1) Daily Bank Deposit Slips
    - 2) Bank Statements and canceled checks
11. Tax Records
  - A. Transaction Privilege Sales, Use and Severance Tax Return (copies)
  - B. Income Tax Return - city, state and federal (copies)
  - C. Any supporting books, records, schedules or documents used in preparation of tax returns
12. Payroll Records
  - A. Copies of all reports required by the State and Federal Government
  - B. Employee Log (A.R.S. §4-119)
  - C. Employee time cards (actual document used to sign in and out each work day)
  - D. Payroll records for all employees showing hours worked each week and hourly wages

13. Off-site Catering Records (must be complete and separate from restaurant records)

- A. All documents which support the income derived from the sale of food off the license premises.
- B. All documents which support purchases made for food to be sold off the licensed premises.
- C. All coupons/specials/discounts

The sophistication of record keeping varies from establishment to establishment. Regardless of each licensee's accounting methods, the amount of gross revenue derived from the sale of food and liquor must be substantially documented.

**REVOCATION OF YOUR LIQUOR LICENSE MAY OCCUR IF YOU FAIL TO COMPLY WITH  
A.R.S. §4-210(A)7 AND A.R.S. §4-205.02(G).**


**A.R.S. §4-210(A)7**

The licensee fails to keep for two years and make available to the department upon reasonable request all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of spirituous liquors and, in the case of a restaurant or hotel-motel licensee, all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of food.

**A.R.S. §4-205.02(G)**

For the purpose of this section:

- 1. "Restaurant" means an establishment which derives **at least forty percent (40%)** of its gross revenue from the sale of food
- 2. "Gross revenue" means the revenue derived from all sales of food and spirituous liquor on the licensed premises, regardless of whether the sales of spirituous liquor are made under a restaurant license issued pursuant to this section or under any other license that has been issued for the premises pursuant to this article.

<b>NOTARY</b>			
I, (Print Full Name) <u>JAMES HAVILAND</u>		have read and understand all aspects of this statement	
X (Signature) <u>[Signature]</u>	State of <u>ARIZONA</u>	County of <u>MARICOPA</u>	
Controlling Person / Agent		the foregoing instrument was acknowledged before me this	
My commission expires on: <u>02/10/2023</u>		Day of <u>JANUARY</u> 2020	
 <div style="display: inline-block; text-align: left; padding-left: 10px;"><b>CHRISTINA ARROYO</b> Notary Public - State of Arizona MARICOPA COUNTY Commission # 559047 Expires February 10, 2023</div>		[Signature] Signature of NOTARY PUBLIC	

**MAKE A COPY OF THIS DOCUMENT AND KEEP IT WITH RECORDS REQUIRED BY THE STATE**





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

**QUESTIONNAIRE**  
A.R.S. § 4-202, 4-210  
Type or Print with Black Ink

The fees allowed by R19-1-102 will be charged for all dishonored checks.

804.843 20 FEB 19 PM

**ATTENTION APPLICANT:** This is a legally binding document. Please type or print in black ink. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

**Attention local governments:** Social security and birth date information is confidential. This information may be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER BEING DISCLOSED TO THE DEPARTMENT. EACH PERSON COMPLETING THIS FORM MUST SUBMIT A BLUE OR BLACK LINED FINGERPRINT CARD ALONG WITH A \$22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE. FOR AN ADDITIONAL \$13 FEE, FINGERPRINTS MAY BE DONE AT THE DEPARTMENT OF LIQUOR WHEN ACCOMPANIED BY A COMPLETED APPLICATION.

Liquor License#: 12043104 / 93550

1. Check the  
Appropriate  
Box →

☒ Controlling Person

☒ Agent

☐ Premises Manager

(complete all questions except #12)

2. Name: Haviland James David Birth Date: [REDACTED]  
Last First Middle (NOT a public record)

3. Social Security #: [REDACTED] Driver License #: [REDACTED] State: AZ

4. Place of birth: Rapid City, SD USA Height: 6'5" Weight: 210 Eyes: blue Hair: brown  
City State COUNTRY (not county)

5. Name of current/most recent spouse: Birth Date: [REDACTED]  
Last First Middle (NOT a public record)

6. Are you a bona fide resident of Arizona? ☒ Yes ☐ No If yes, what is your date of residency: [REDACTED]

7. Daytime telephone number: 602-820-8105 E-mail address: james@it1.com

8. Business Name: Creekside Steakhouse & Tavern Business Phone: 602, 820, 8105

9. Business Location Address: 1520 E. Christopher Creek Loop Payson, AZ 85541  
Street (do not use PO Box) City State County Zip

10. List your employment or type of business during the past five (5) years. If unemployed, retired, or student, list residence address.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
6/2005	CURRENT	IT Technology Manager	IT1 1860 W University Dr Tempe, AZ 85251

(ATTACH ADDITIONAL SHEET IF NECESSARY)

11. Provide your residence address information for the last five (5) years: A.R.S. §4-202(D)

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
11/2018	CURRENT	1831 E. Montebello Ave Phoenix, AZ 85016
05/2008	11/2018	1986 E. Carver Road Tempe, AZ 85284

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?  
If you answered YES, then answer #13 below. If NO, skip to #14. ☐ Yes ☒ No
13. Have you attended a DLLC approved Basic & Management Liquor Law Training Course within the past 3 years? ☐ Yes ☒ No
14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? ☐ Yes ☒ No
15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) A.R.S. §4-202, 4-210 ☐ Yes ☒ No
16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? ☐ Yes ☒ No
17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) ☐ Yes ☒ No
18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) ☐ Yes ☒ No

If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement.  
Give complete details including dates, agencies involved and dispositions.

CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

**NOTARY**

I (Print Full Name) JAMES HAVILAND hereby declare that I am the Agent/ Controlling Person / Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete, to the best of my knowledge.

Signature: [Signature]

State of ARIZONA County of MARICOPA  
The foregoing instrument was acknowledged before me this

My Commission Expires on: 02/10/2023

09 Day of JANUARY, 2020  
Day Month Year



CHRISTINA ARROYO  
Notary Public - State of Arizona  
MARICOPA COUNTY  
Commission # 559047  
Expires February 10, 2023

[Signature]  
Signature of Notary

The Licensee has authorized the person named on this questionnaire to act as manager for the above License.

PRINT NAME: James Haviland

SIGNATURE: \_\_\_\_\_



State of Arizona  
Department of Liquor Licenses and Control  
800 W. Washington 5<sup>th</sup> Floor  
Phoenix, AZ 85007  
(602) 542-5141

**ARIZONA STATEMENT OF CITIZENSHIP  
OR ALIEN STATUS FOR STATE PUBLIC BENEFITS**

Title IV of the federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (the "Act"), 8 U.S.C. § 1621, provides that, with certain exceptions, only United States citizens, United States non-citizen nationals, non-exempt "qualified aliens" (and sometimes only particular categories of qualified aliens), nonimmigrant, and certain aliens paroled into the United States are eligible to receive state, or local public benefits. With certain exceptions, a professional license and commercial license issued by a State agency is a State public benefit.

Arizona Revised Statutes § 41-1080 requires, in general, that a person applying for a license must submit documentation to the license agency that satisfactorily demonstrates the applicant's presence in the United States is authorized under federal law.

**Directions: All applicants must complete Sections I, II, and IV. Applicants who are not U.S. citizens or nationals must also complete Section III.**

Submit this completed form and a copy of one or more document(s) from the attached "Evidence of U.S. Citizenship, U.S. National Status, or Alien Status" with your application for license or renewal. If the document you submit does not contain a photograph, you must also provide a government issued document that contains your photograph. You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.

**SECTION I – APPLICANT INFORMATION**

INDIVIDUAL OWNER/AGENT NAME (Print or type)

<sup>David (A)</sup>  
JAMES HAVILAND

**SECTION II – CITIZENSHIP OR NATIONAL STATUS DECLARATION**

Are you a citizen or national of the United States?

☒ Yes

☐ No

If **Yes**, indicate place of birth:

City RAPID CITY State (or equivalent) SD Country or Territory USA

If you answered **Yes**, 1) Attach a legible copy of a document from the attached list.

2) Name of document: PASSPORT  
Go to Section IV.

If you answered **No**, you must complete Section III and IV.

### SECTION III – ALIEN STATUS DECLARATION

To be completed by applicants who are not citizens or nationals of the United States. Please indicate alien status by checking the appropriate box. Attach a legible copy of a document from the attached list or other document as evidence of your status.

\_\_\_\_\_  
Name of document provided

#### **Qualified Alien Status** (8 U.S.C. §§ 1621(a)(1), -1641(b) and (c))

- ☐ 1. An alien lawfully admitted for permanent residence under the Immigration and Nationality Act (INA)
- ☐ 2. An alien who is granted asylum under Section 208 of the INA.
- ☐ 3. A refugee admitted to the United States under Section 207 of the INA.
- ☐ 4. An alien paroled into the United States for at least one year under Section 212(d)(5) of the INA.
- ☐ 5. An alien whose deportation is being withheld under Section 243(h) of the INA.
- ☐ 6. An alien granted conditional entry under Section 203(a)(7) of the INA as in effect prior to April 1, 1980.
- ☐ 7. An alien who is a Cuban/Haitian entrant.
- ☐ 8. An alien who has, or whose child or child's parent is a "battered alien" or an alien subject to extreme cruelty in the United States.

#### **Nonimmigrant Status** (8 U.S.C. § 1621(a)(2))

- ☐ 9. A nonimmigrant under the Immigration and Nationality Act [8 U.S.C § 1101 et seq.] Non immigrants are persons who have temporary status for a specific purpose. See 8 U.S.C § 1101(a)(15).

#### **Alien Paroled into the United States for Less Than One Year** (8 U.S.C. § 1621(a)(3))

- ☐ 10. An alien paroled into the United States for less than one year under Section 212(d)(5) of the INA

#### **Other Persons** (8 U.S.C § 1621(c)(2)(A) and (C))

- ☐ 11. A nonimmigrant whose visa for entry is related to employment in the United States, or
- ☐ 12. A citizen of a freely associated state, if section 141 of the applicable compact of free association approved in Public Law 99-239 or 99-658 (or a successor provision) is in effect [Freely Associated States include the Republic of the Marshall Islands, Republic of Palau and the Federate States of Micronesia, 48 U.S.C. § 1901 *et seq.*];
- ☐ 13. A foreign national not physically present in the United States.

#### **Otherwise Lawfully Present**

- ☐ 14. A person not described in categories 1-13 who is otherwise lawfully present in the United States.

**PLEASE NOTE: The federal Personal Responsibility and Work Opportunity Reconciliation Act may make persons who fall into this category ineligible for licensure. See 8 U.S.C. § 1621(a).**

#### SECTION IV - DECLARATION

**All applicants must complete this section.**

I declare under penalty of perjury under the laws of the state of Arizona that the answers and evidence I have given are true and correct to the best of my knowledge.

*paid @*  
JAMES HAVILAND

Individual Owner/Agent Printed Name

*James Haviland*  
Individual Owner/Agent Signature

2/4/2020

Today's Date

#### EVIDENCE OF U.S. CITIZENSHIP, U.S. NATIONAL STATUS, OR ALIEN STATUS

**You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.**

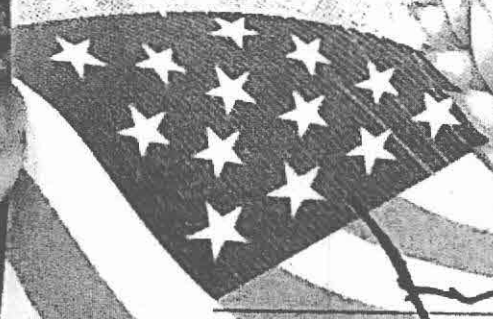
**Evidence showing authorized presence in the United State includes the following:**

1. An Arizona driver license issued after 1996 or an Arizona non-operating identification card.
2. A driver license issued by a state that verifies lawful presence in the United States.
3. A birth certificate or delayed birth certificate showing birth in one of the 50 states, the District of Columbia, Puerto Rico (on or after January 13, 1941), Guam, the U.S. Virgin Islands (on or after January 17, 1917), American Samoa, or the Northern Mariana Islands (on or after November 4, 1986, Northern Mariana Islands local time)
4. A United States certificate of birth abroad.
5. A United States passport. \*\*\*Passport must be signed\*\*\*
6. A foreign passport with a United States visa.
7. An I-94 form with a photograph.
8. A United States citizenship and immigration services employment authorization document or refugee travel document.
9. A United States certificate of naturalization.
10. A United States certificate of citizenship.
11. A tribal certificate of Indian blood.
12. A tribal or bureau of Indian affairs affidavit of birth.
13. Any other license that is issued by the federal government, any other state government, an agency of this state or a political subdivision of this state that requires proof of citizenship or lawful alien status before issuing the license.



# We the People

*Of the United States,  
in Order to form a more perfect Union,  
establish Justice, insure domestic Tranquility,  
provide for the common defence,  
promote the general Welfare, and secure  
the Blessings of Liberty to ourselves and  
our Posterity, do ordain and establish this  
Constitution for the United States of America.*



SIGNATURE OF BEARER / SIGNATURE DU TITULAIRE / FIRMA DEL TITULAR

3

PASSPORT  
PASSEPORT  
PASAPORTE



## UNITED STATES OF AMERICA

Type / Type / Tipo: P      Code / Code / Código: USA      Passport No. / No. du P. [REDACTED]

Surname / Nom / Apellidos

HAVILAND JR

Given Names / Prénoms / Nombres

JAMES DAVID

Nationality / Nationalité / Nacionalidad

UNITED STATES OF AMERICA

Date of birth / Date de naissance / Fecha de nacimiento

[REDACTED]

Place of birth / Lieu de naissance / Lugar de nacimiento

SOUTH DAKOTA, U.S.A.

Date of issue / Date de délivrance / Fecha de expedición

18 May 2012

Date of expiration / Date d'expiration / Fecha de caducidad

17 May 2022

Endorsements / Mentions Spéciales / Anotaciones

SEE PAGE 27

Sex / Sexe / Sexo

M

Authority / Autorité / Autoridad

United States

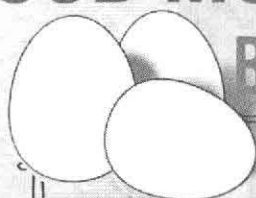
Department of State



20 FEB 4 11 17 AM '10

# GOOD MORNING

7AM - 11AM



## BUILD A BREAKFAST

\$7.99

2 Pancakes and 2 Eggs and  
your choice of any 2 below:

2 Pancakes	2 Eggs
Hash browns	Sausage
Toast	Bacon
Oatmeal	Corned Beef Hash
Frosted Flakes	Ham

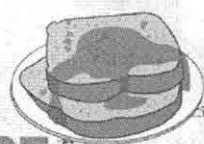
\$2.99 a la carte

## BEVERAGES



Coffee, Decaf, Hot Chocolate, Hot Tea, Iced Tea,  
Milk, Lemonade, Coke, Diet Coke, Dr. Pepper,  
Rootbeer, Sprite .....\$1.99

Chocolate Milk, Apple Juice, Orange Juice ..\$2.99



## HOUSE SPECIALTIES

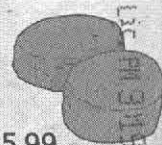
Ingrid's Biscuits 'n Gravy w/ Hash Browns .....\$6.99  
(biscuits smothered in homemade sausage gravy)

Famous French Toast w/ Bacon or Sausage .....\$6.99  
(pan fried toast w/ vanilla topped with powdered sugar)

Marshall Trimble's Cowboy Fried Steak .....\$8.99  
(traditional fried breaded steak cutlet with  
country gravy)

Christos Lagos' Omelet w/ Hash Browns & Toast \$8.99  
(dedicated to an original Arizona Restaurateur from  
Greece, includes any of these: bell pepper, onion, ham,  
cheese, tomato)

## BISCUITS TO-GO



Bacon, Egg & Cheese.....\$5.99

Sausage, Egg & Cheese.....\$5.99

Ham & Cheese.....\$5.99

## OUT 2 LUNCH

11AM - 5PM

## BURGERS & SANDWICHES



The Original Mad Jack.....\$8.99  
(a Creekside Classic, inspired by Denver Pyle, of Grizzly  
Adams TV fame, The Mad Jack contains crisp bacon,  
tomato, jack cheese & green chili grilled on sourdough)

Bert's Best Burger.....\$8.99  
(flame grilled goodness, add cheese or bacon for \$1 each)

Creekside Fish Sandwich.....\$8.99  
(fried cod served on a potato bun)

Kipper's Grilled Chicken Sandwich.....\$8.99  
(add cheese or bacon for \$1 more)

Don's Famous Reuben.....\$10.99  
(corned beef, sauerkraut and swiss cheese on rye)

Toby's Ham & Cheese Sandwich.....\$7.99

Mom's Grilled Cheese.....\$5.99

Luisa's Classic BLT.....\$7.99

## LOCAL FAVORITES



Chris' Chicken Tenders.....\$8.99  
(ever popular all white meat chicken tenders)

Tia's Fish & Chips.....\$10.99  
(beer battered cod w/ Hashknife Fries, tartar sauce  
& lemon) \*no add'l side incl w/ F&C

Marshall Trimble's Cowboy Fried Steak.....\$9.99  
(traditional fried breaded steak cutlet with  
country gravy)

Our Legendary Bowl of Chili.....\$5.99

## VEGGIES

### ADD \$2 FOR DINNER



Nick & Kelly's Garden Burger .....\$8.99

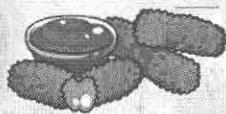
JC's Grand Garden Salad.....\$6.99

Vegetable Soup & Sm Salad.....\$6.99



# DINNER BELL

5PM - 9PM



## FOR STARTERS

Just Wingin' It (6 wings).....\$7.99  
(mild, hot, bbq or garlic n' onion)

CC Loop Potato Skins (4).....\$5.99

C.K.F.D. Zucchini & Mushrooms.....\$5.99

Patty's Mozzarella Sticks (5).....\$6.99

Sheila's Jalapeno Poppers (7).....\$6.99

## HOUSE SPECIALTIES

Troy's Beer Battered Cod.....\$15.99

XL Creekside Salad w/ Chicken.....\$12.99  
(choice of one side)

Mike's Tall Pines Pizza.....Med. \$9.99, Lg. \$13.99  
(toppings are \$1.50 each, please ask server for available toppings)



## FROM THE CI RANCH

Olive's Celebrity Top Sirloin Steak.....\$17.99  
(8oz Certified Angus Beef grilled to perfection)

Carver's Select Ribeye Steak.....\$25.99  
(12oz of our most popular and flavorful steak)

Isadore's Full Rack of Baby Back Ribs.....\$23.99  
(Slathered in BBQ sauce and cooked to perfection)

Mark's Half Rack of Baby Back Ribs.....\$16.99  
(A smaller portion of our popular ribs)

Kyle's Best BBQ Chicken (Half).....\$13.99  
(Slathered in BBQ sauce and cooked to perfection)

½ Rack of Ribs & ¼ Chicken Combo.....\$19.99  
(Enjoy two of our delicious BBQ favorites)

Marshall Trimble's Cowboy Fried Steak.....\$12.99  
(traditional fried breaded steak cutlet with country gravy)

## DESSERTS

A LA MODE ADD \$1.50



CC Lodge Rootbeer Float.....\$3.99

Grey Hackle Apple Pie.....\$4.99

Mogollon Monster Cookie.....\$5.99

Please Take Cheesecake.....\$4.99

Milk Shake.....\$4.99  
(vanilla, chocolate, strawberry)

## SIDE KICKS

LUNCH (1), DINNER (2)

- <> Hashknife Fries
- <> Susan's Coleslaw
- <> Mary Hope's Mashed Potatoes
- <> C. Fitches' Traditional Baked Potato
- <> Creekside Salad or Cup of Soup or Bowl of Chili (add \$1.50)
- <> Zane's Cowboy Beans
- <> John's Corn on the Cob
- <> Oh Yeah! Onion Rings

## FUN FACTS:

Christopher Creek is abundant with wild grape vines and apple trees. Folks come here in the Fall to collect apples and make homemade apple pies.

Christopher Creek Lodge is the oldest establishment in the area it was founded in 1950 (that is 6 years longer than Disneyland).

The Grey Hackle Lodge was once a hardware store and also Woody's Taco Shop. Woody's was known for serving the absolute worst tacos.

The Mogollon Monster is a legendary creature that has been discussed in accounts from central and eastern Arizona along the Mogollon Rim.

Marshall Trimble is Arizona's state historian & it's best friend.

Zane Grey is a local celebrated author who died in 1939. His books were adapted to 112 films. He was also a dentist.

Our newest local author, Ingrid, invites you to enjoy her book and share your own fun or inspiring stories at [www.HumorAndFunnybones.com](http://www.HumorAndFunnybones.com)

## KEEPING YOU IN THE LOOP!

# WWW.ENJOYARIZONA.COM





## INTEROFFICE MEMORANDUM

**DATE:** February 11, 2020

**TO:** Debi Savage, Treasurer

**FROM:** Marian Sheppard, Clerk of the Board

**SUBJECT:** Liquor License Application for Creekside Steakhouse & Tavern;  
Series 12

---

A public hearing will be held by the Board of Supervisors on March 24, 2020 at which time the Board will obtain public comments on the attached liquor license application; thereafter, a vote will be taken by the Board to recommend that the State Liquor Board *approve or disapprove* the application. Please sign and email this memo to Melissa Henderson, Deputy Clerk, by *no later than* March 16, 2020.

Indicate whether the applicant is current on paying property taxes for the subject property for the proposed liquor license or any other properties that are owned in Gila County. Please provide the amounts owed, if any. \_\_\_\_

Parcel 30309015U taxes for 2019 are paid in full

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\_\_\_\_1/2 was paid on 12-08-2019 and 2/2 was paid on 01-30-2020

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Signed: Martha Gonzales, CDT



## INTEROFFICE MEMORANDUM

**DATE:** February 11, 2020

**TO:** Michael O'Driscoll  
Health and Emergency Management Division Director

**FROM:** Marian Sheppard, Clerk of the Board

**SUBJECT:** Liquor License Application for Creekside Steakhouse and Tavern  
Series 12

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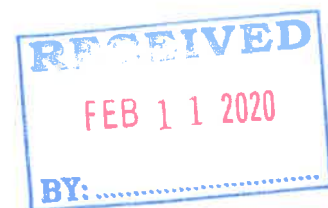
A public hearing will be held by the Board of Supervisors on March 24, 2020 at which time the Board will obtain public comments on the attached liquor license application; thereafter, a vote will be taken by the Board to recommend that the State Liquor Board *approve or disapprove* the application. Please sign and email this memo to Melissa Henderson, Deputy Clerk, by *no later than* March 16, 2020.

Indicate whether the applicant has any pending issues with regard to your department, such as health permits, etc.

*There are no pending issues with this facility.*

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

*M. Sheppard*



## INTEROFFICE MEMORANDUM

**DATE:** February 11, 2020

**TO:** Scott Buzan, Chief Building Official  
Community Development Division

**FROM:** Marian Sheppard, Clerk of the Board

**SUBJECT:** Liquor License Application for Creekside Steakhouse & Tavern;  
Series 12

---

A public hearing will be held by the Board of Supervisors on March 24, 2020 at which time the Board will obtain public comments on the attached liquor license application; thereafter, a vote will be taken by the Board to recommend that the State Liquor Board *approve or disapprove* the application. Please sign and email this memo to Melissa Henderson, Deputy Clerk, by no later than March 16, 2020.

Indicate whether the applicant has any pending issues with regard to your department, such as building permits, Building Code clearance requirements, etc.

Building permits will be required for repair work and updating the building. Owner has stated owner will obtain permits as required

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



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

AFFIDAVIT OF POSTING

Date of Posting: FEB 12, 2020

Date of Posting Removal: MARCH 5, 2020

Applicant's Name: HAVILAND JAMES DAVID  
Last First Middle

Business Address: 1520 E. CHRISTOPHER CREEK LOOP PAYSON 85  
Street City Zip

License #: 93550

I hereby certify that pursuant to A.R.S. 4-201, I posted notice in a conspicuous place on the premises proposed to be licensed by the above applicant and said notice was posted for at least twenty (20) days.

J. ADAM SHEPHERD SHERIFF 928-425-4449  
Print Name of City/County Official Title Phone Number

[Signature] 3-11-2020  
Signature Date Signed

Return this affidavit with your recommendations (i.e., Minutes of Meeting, Verbatim, etc.) or any other related documents.  
If you have any questions please call (602) 542-5141 and ask for the Licensing Division.

GCSD

11:20 FEB 11 2020

**ARF-5950**

**Regular Agenda Item 4. A.**

**Regular BOS Meeting**

Meeting Date: 03/24/2020

Submitted For: Scott Buzan, Community Development Director

Submitted By: Betty Hurst, Contracts Administrator

Department: Finance

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Information

Request/Subject

Approval of Intergovernmental Agreement (IGA) No. 100319 with the City of Globe for Pre-Annexation Regulation of Public Property within Each Other's Jurisdictional Territory.

Background Information

Approval of Intergovernmental Agreement No. 100319 with the City of Globe establishes jurisdictional authority for compliance with building and development codes for each public property owned by each jurisdiction in the other's jurisdictional territory.

There have been two previous Intergovernmental Agreements with the City of Globe that either expired or were terminated in 2000 and 2015; whereby both Gila County and the City of Globe are responsible for the design and construction compliance of its public buildings and other structures within the territorial jurisdiction of the other Party, in accordance with the constructing Party's construction codes; the issuance of all applicable permits; and the inspection of such buildings and other structures.

Evaluation

The City of Globe, pursuant to A.R.S. §9-240 and Title 9, Chapter 7 article 1, Arizona Revised Statutes, and Gila County, pursuant to A.R.S. §11-861, et seq., are authorized to regulate the quality, type of materials and workmanship of all aspects of building construction and to adopt uniform codes regulating such construction in their jurisdictional territory.

Conclusion

By executing this IGA, the practice of each entity regulating its public property within each other's jurisdictional territory can commence.

Recommendation

Staff recommends the approval of Intergovernmental No. 100319 with the City of Globe for Pre-Annexation Regulation of Public Property within Each Other's Jurisdictional Territory.

Suggested Motion

Information/Discussion/Action to approve Intergovernmental Agreement No. 100319 with the City of Globe to allow each entity to regulate public property within each other's jurisdictional territory commencing on March 10, 2020, and automatically renewing from year to year, unless terminated sooner by either party giving 30 days' written notice to the other party. **(Scott Buzan)**

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Attachments

IGA No. 100319

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**INTERGOVERNMENTAL AGREEMENT NO. 100319**  
**BETWEEN**  
**GILA COUNTY**  
**AND**  
**THE CITY OF GLOBE**  
**PRE-ANNEXATION**  
**REGULATION OF PUBLIC PROPERTY WITHIN EACH OTHER'S JURISDICTIONAL TERRITORY**

**THIS INTERGOVERNMENTAL AGREEMENT** is made and entered into effective this \_\_\_\_\_ day of \_\_\_\_\_, 2020, pursuant to A.R.S. §11-952 by and between Gila County, a body politic and corporate of the State of Arizona, hereinafter referred to as "County" and The City of Globe, a municipal corporation, hereinafter referred to as "City" (collectively the "Parties"), for the purpose of regulating the construction and improvement by the Parties of public property within each other's jurisdictional territory.

**RECITALS**

**WHEREAS**, the City, pursuant to A.R.S. §9-240 and Title 9, Chapter 7, Article 1, Arizona Revised Statutes, and County pursuant to A.R.S. §11-861, et seq., are authorized to regulate the quality, type of material and workmanship of all aspects of building construction and to adopt uniform codes regulating such construction in their jurisdictional territory; and

**WHEREAS**, the County and City may contract for the services and enter into Intergovernmental Agreements with one another for joint or cooperative action pursuant to A.R.S. §11-951, et seq.; and

**WHEREAS**, the purpose of this Intergovernmental Agreement is to establish jurisdictional authority for compliance with building and development codes for each public property owned by each jurisdiction in the other's jurisdictional territory; and

**WHEREAS**, the City and County desire to enter into this Intergovernmental Agreement whereby each party will be responsible for (a) the design and construction compliance of its public buildings and other structures within the territorial jurisdiction of the other Party in accordance with the constructing Party's construction codes; (b) the issuance of all applicable permits; and (c) the inspection of such buildings and other structures.

**SCOPE**

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

**1. Obligation of the Parties**

- a. **City.** The City shall be responsible for the design and construction compliance with its adopted building, plumbing, electrical and mechanical codes of the City buildings and other structures it builds or causes to be built within the territorial jurisdiction of the County.

The City will review and approve the plans and issue the required permits in connection therewith and perform required inspections.

- b. County.** The County shall be responsible for the design and construction compliance with its adopted building, plumbing, electrical and mechanical codes of the County buildings and other structures it builds or causes to be built within the territorial jurisdiction of the City. The County will review and approve the plans and issue the required permits in connection therewith, and perform required inspections.
- 2. Fees.** Where this Intergovernmental Agreement is applicable, if any fees are required in connection with design (plan review fees) and construction (fees for permits for code activity) they shall be paid to itself by the jurisdiction responsible under this Intergovernmental Agreement for compliance.
- 3. Term.** The term of this Agreement shall become effective when fully executed, by and under the authority of the governing body of each Party's jurisdiction, and shall automatically renew from year to year, unless sooner terminated by either party, by giving thirty (30) days prior written notice of its intention to terminate this Intergovernmental Agreement.
- 4. Compliance with all laws.** The parties shall comply with all federal, state and local laws, rules, regulation, standards and Executive Orders, without limitation to those designated within this Intergovernmental Agreement. Any changes in the governing laws, rules and regulations during the terms of this Intergovernmental Agreement shall apply but do not require an amendment.
- 5. Responsibility.** To the extent permitted by law, each party agrees to be responsible for the acts and omissions of its officers, agents and employees taken pursuant to this Intergovernmental Agreement.
- 6. Dispute Resolution.** This Agreement shall be governed and construed in accordance with the internal laws of the State of Arizona. With the written consent of both Parties, any dispute, controversy, claim, or cause of action arising out of or related to this Agreement may, but in no event need, be settled by submission to binding arbitration in accordance with the rules of the American Arbitration Association and the Arizona Uniform Arbitration Act, A.R.S. §12-1501, et seq.; and judgment upon any award rendered by the arbitrator(s), if filed in Arizona Superior Court, shall be filed in the Superior Court of Gila County, Arizona; or any such dispute, controversy, claim or cause of action may be submitted to mediation or may be litigated in the Superior Court. Neither Party shall be entitled to recover from the other party any of its attorneys' fees, costs, or expert witness fees incurred in any such dispute, controversy claim, or cause of action, but each party shall bear its own attorneys' fees without contribution from the other party, whether the same is resolved through arbitration, mediation, litigation in a court, or otherwise.
- 7. Severability.** If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable to the full extent permitted by law.



- 8. Entire Agreement.** This document constitutes the entire Intergovernmental Agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous Intergovernmental Agreement and understandings, oral or written, are hereby superseded and merged herein. This Intergovernmental Agreement may be modified, amended, altered or extended only by a written amendment signed by the parties.
- 9. Liability and Insurance.** Each Party shall bear the risk of its own actions, as it does with day-to-day operations, and shall be solely responsible for any injury to its employees and/or for claims of injury or legal harm asserted by others, from the performance of any obligation under this Agreement. Both Parties agree to maintain a policy of general liability insurance (or a comparable policy with a risk pool) with a combined single limit of not less than one million dollars (1,000,000) per occurrence and in the aggregate that insures the activities under this Agreement. Each Party shall have the right of contribution against the other to the extent of the liability caused by the other Party's employees in activities creating joint liability under this Agreement.
- 10. Authority.** The Parties acknowledge and warrant that each of them is fully authorized and empowered to execute this Agreement by and through the individual(s) executing hereinafter.

**11. Notices**

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

City of Globe  
Attn: Al Gameros  
150 N. Pine Street  
Globe, Arizona 85501

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

**GENERAL TERMS**

- 1. Indemnification:** To the extent permitted by law, the City shall indemnify, defend and hold harmless the County, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault, or negligence by the City, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of this Agreement. To the extent permitted by law, the County shall indemnify, defend and hold harmless, City, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault, or negligence by the County, its agents, employees or anyone under its direction or control or on its behalf in connections with performance of this Agreement. The terms of this section shall survive termination of this Agreement.

2. **Immigration Law Compliance Warranty:** As required by A.R.S. § 41-4401, each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Each party further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the e-verify program. If either party uses any subcontractors in performance of the Agreement, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the e-verify program. A breach of this warranty shall be deemed a material breach of the Agreement subject to penalties up to and including termination of this Agreement. A party shall not be deemed in material breach if it and its subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the e-verify requirements contained in A.R.S. § 23-214(A).
3. **Termination for convenience:** Either party may, at any time and without cause, cancel this Intergovernmental Agreement by providing 30 days written notice to the other party.
4. **Termination for cause:** If, in the judgment of either party to this Intergovernmental Agreement, the other party does not perform in accordance with the conditions of this Agreement, or is otherwise in default of any provision of this Agreement, the party claiming non-performance or default shall give written notice to the other party specifying the nature of the non-performance or default. If the non-performance or default is not corrected within 30 days after receipt of such written notice, or if the non-performing or defaulting party fails to diligently pursue remedies for corrections which require more than 30 days to complete, the party claiming non-performance or default may terminate this Intergovernmental Agreement.
5. **Cancellation:** This Agreement may be canceled pursuant to the provisions of A.R.S. §38-511. The parties hereby acknowledge notice of A.R.S. §38-511 which provides for cancellation of contracts for violation of the conflict of interest statute.
6. **Non-Appropriation:** Notwithstanding any other provision in this Agreement, this Intergovernmental Agreement may be terminated if, for any reason, the Gila County Board of Supervisors or the Payson City Council does not appropriate sufficient monies for the purpose of maintain this Intergovernmental Agreement.

***IN WITNESS THEREOF***, the parties to this Intergovernmental Agreement No 100319, have caused their names to be affixed hereto by their proper offices on the date indicated above.

**GILA COUNTY BOARD OF SUPERVISORS**

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


**ATTEST**

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

**APPROVED AS TO FORM**

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

**CITY OF GLOBE**

  
\_\_\_\_\_  
Al Gameros  
Mayor

**ATTEST**

  
\_\_\_\_\_  
Shelly Salazar, City Clerk

**APPROVED AS TO FORM**

  
\_\_\_\_\_  
William J. Sims, City Attorney

**ARF-5956**

**Regular Agenda Item 4. B.**

**Regular BOS Meeting**

Meeting Date: 03/24/2020

Submitted For: Michael O'Driscoll, Director

Submitted By: Josh Beck, EM/PHEP Manager

Department: Health & Emergency Management

Division: Emergency Management

Fiscal Year: FY 2020-2021

Budgeted?: Yes

Contract Dates 7/1/20 to 6/30/21

Grant?: Yes

Begin & End:

Matching Yes

Fund?: New

Requirement?:

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Information

Request/Subject

Arizona Department of Emergency Management 2020-2021 Application for Emergency Management Performance Grant Funds.

Background Information

The Emergency Management Performance Grant (EMPG) Program will provide a total of over \$350 million to qualified and successful governmental agency applicants which are chosen to build and sustain core capabilities across the prevention, protection, mitigation, response, and recovery mission areas to bolster emergency preparedness for all hazards at all levels of government. Applications are due no later than April 6, 2020.

Under the Stafford Act, FEMA (Federal Emergency Management Agency) is authorized to make grants to bolster emergency preparedness for the protection of life and property in the United States. The federal government, through the EMPG Program, provides necessary direction, coordination, guidance, and assistance so that a comprehensive emergency preparedness system exists for all hazards and for all levels of government.

If this grant is awarded to Gila County, it will be used primarily to staff Emergency Management with personnel working to plan, prepare and respond to all emergencies in order to reduce the loss of life and property. Gila County coordinates response and recovery activities through the implementation of emergency response plans during and after emergencies.

Evaluation

If awarded, these grant funds will be used primarily to staff Emergency Management with personnel working to plan, prepare and respond to all emergencies in order to reduce the loss of life and property. Gila County coordinates response and recovery activities through the implementation of emergency response plans during and after emergencies.

This year's priorities include: 1) Logistics and distribution management planning; 2) Evacuation plan annex; 3) Disaster financial management; 4) Catastrophic disaster housing; 5) Resilient communications; 6) Emerging threats, including cybersecurity; 7) Lifelines: safety and security, food, water, and sheltering, energy, communications, transportation, and hazardous materials.

### Conclusion

If grant funds are awarded as a result of this application, it will allow the Gila County Department of Health and Emergency Management additional funding to improve its response and recovery activities through the implementation of emergency response plans, communications, and emergency operations center coordination during and after emergencies.

### Recommendation

It is the recommendation of the Health and Emergency Management Department Director that the Board of Supervisors authorize the submittal of the 2020-2021 application for the Arizona Department of Emergency Management's Emergency Management Performance Grant in the amount of \$308,000 with a federal contribution of \$154,000 and a General Fund match of \$154,000 for the period of 7/1/20 to 6/30/21.

### Suggested Motion

Information/Discussion/Action for approval to electronically submit the Arizona Department of Emergency Management 2020-2021 Application for Emergency Management Performance Grant Funds in the amount of \$308,000. **(Michael O'Driscoll)**


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### Attachments

EMPG Grant Application

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## Federal Fiscal Year 2020

Application for Emergency Management Performance Grant					
PROGRAM PERIOD OF PERFORMANCE- JULY 1, 2020 - JUNE 30, 2021					PAGE ONE
APPLICANT INFORMATION: Gila County					
ORGANIZATIONAL UNIT: DEPARTMENT		TYPE OF SUBMISSION	<input checked="" type="checkbox"/>	APPLICANT TYPE	<input checked="" type="checkbox"/>
Gila County Health and Emergency Management		Original Application	<input checked="" type="checkbox"/>	County	<input checked="" type="checkbox"/>
ORGANIZATIONAL UNIT: DIVISION NAME		Revised Corrected Application 1		Tribe	Wednesday, March 11, 2020
Emergency Management		Revised Corrected Application 2		State	TOTAL AMOUNT REQUESTED
FUNDING OPPORTUNITY NUMBER				Local	\$ 308,000.00
CFDA NUMBER	ORGANIZATIONAL DUNS #	CONGRESSIONAL DISTRICT	CORRECTION 1 DATE OF SUBMISSION		CORRECTION 2 DATE OF SUBMISSION
97.042	183011634	District 1 & 4			
CFDA TITLE	EMPLOYER/TAX IDENTIFICATION NUMBER (EIN/TIN)	LEGISLATIVE DISTRICT	TOTAL AMOUNT REQUESTED		TOTAL AMOUNT REQUESTED
EMERGENCY MANAGEMENT PERFORMANCE GRANT	86-6444000	District 6, 7, & 8	\$ -		
AUTHORIZATION TO SUBMIT APPLICATION: By signing below the undersigned acknowledge they have been duly authorized by the jurisdiction to submit this application and will comply with the assurances, agreements, and/or special conditions set forth upon receipt of the grant award.					
AUTHORIZED REPRESENTATIVE:					
FIRST AND LAST NAME		TITLE	EMAIL:		OFFICE PHONE NUMBER (INCLUDE AREA CODE)
Carl Melford		Emergency Manager	<a href="mailto:cmelford@gilacountyaz.gov">cmelford@gilacountyaz.gov</a>		(928) 402-8789
SIGNATURE OF AUTHORIZED REPRESENTATIVE: (NO DIGITAL SIGNATURES ON APPLICATION)		DATE SIGNED:	FAX NUMBER:		ALTERNATE PHONE NUMBER:
		3/18/2020	(928) 425-8817		(928) 701-1811
PROGRAMMATIC CONTACT: (PERSON IN CHARGE OF THE QUARTERLY ACTIVITY REPORT SUBMISSIONS TO AZDEMA)					
FIRST AND LAST NAME		TITLE	EMAIL:		PHONE NUMBER (INCLUDE AREA CODE)
Carl Melford		Emergency Manager	<a href="mailto:cmelford@gilacountyaz.gov">cmelford@gilacountyaz.gov</a>		(928) 402-8789
FINANCE DEPARTMENT CONTACT: (PERSON IN CHARGE OF THE QUARTERLY REIMBURSEMENT REQUEST SUBMISSIONS TO AZDEMA)					
FIRST AND LAST NAME		TITLE	EMAIL:		PHONE NUMBER (INCLUDE AREA CODE)
Debbie Blevins		Fiscal Analyst	<a href="mailto:dblevins@gilacountyaz.gov">dblevins@gilacountyaz.gov</a>		(928) 402-4333
NAME AND CONTACT INFORMATION OF PERSON TO BE CONTACTED ON MATTERS INVOLVING THIS APPLICATION					
FIRST AND LAST NAME OR SAME AS PROGRAMMATIC CONTACT		TITLE:	EMAIL:		PHONE NUMBER (INCLUDE AREA CODE)
Carl Melford		Emergency Manager	<a href="mailto:cmelford@gilacountyaz.gov">cmelford@gilacountyaz.gov</a>		(928) 402-8789
MAILING ADDRESS		CITY	STATE		ZIP CODE
5515 S. Apache Ave., Ste 100		Globe	AZ		85501



## Federal Fiscal Year 2020

Application for Emergency Management Performance Grant	
PROGRAM PERIOD OF PERFORMANCE- JULY 1, 2020 - JUNE 30, 2021	PAGE ONE
APPLICANT INFORMATION: Gila County	
PROGRAM AND BUDGET NARRATIVE: REQUIRED	
<p><b>1a. Provide a description of your jurisdiction's emergency management priorities and initiatives that will be addressed with these EMPG funds. The entire narrative must be readable, please expand box size if necessary to allow all narrative to print. Attach any supporting documentation.</b></p> <p>Facilitate and/or assist in the implementation of NIMS principals on highly populated events within our communities. Assist public safety agencies in establishing and operating an on-scene incident command structure to improve security on soft targets. Exercising our capabilities on these events will improve safety and security for the public, communication between partners, and proper deployment of law enforcement, health, and medical resources. Apply HSEEP principles to these events to ensure that these capabilities are properly exercised.</p> <p>Continue to manage and promote enrollment in Gila County's Emergency Notification System (Everbridge). Construct a group based employee notification system within the program to be used in for emergency messaging, evacuation coordination, and other employee related notifications. Identify and develop pre-identified evacuation zones to streamline the counties evacuation process.</p> <p>Continue to promote and support the Gila County Local Emergency Planning Committee (LEPC). Extend membership to include private sector partners responsible for providing community lifelines. Establish sub-committee within the LEPC assigned to planning exercises and incident action planning for planned and unplanned events. Utilize this committee to conduct an evacuation/transportation exercise.</p> <p>Establish resilient communications by promoting and exercising our RACES team, Exercising and making improvements to our mobile command/communications vehicle, making technological communications upgrades to our EOC, and improving our overall communications and outreach capabilities utilizing IPAWS, EAS, Everbridge, radio, and social media platforms.</p>	
<p><b>1b. Please outline how expenditures will address/support gaps identified in the THIRA/SPR and/or County/Tribal hazard and risk assessment.</b></p> <p>All gaps identified in the THIRA have been written into the the above listed initiatives, and all funds will be used towards those initiatives.</p>	
<p><b>1a. Which Core Capabilities will your projects primarily address? Please choose 3 from the list found at: <a href="https://www.fema.gov/core-capabilities">https://www.fema.gov/core-capabilities</a>:</b></p> <p><a href="https://www.fema.gov/core-capabilities">https://www.fema.gov/core-capabilities</a></p> <p>1 Planning</p> <p>2 Operational Coordination</p> <p>3 Public Information/Warning</p>	

## Federal Fiscal Year 2020

Application for Emergency Management Performance Grant Funds						
DETAILED BUDGET TOTALS						PAGE TWO
CATEGORY		TOTAL COSTS these fields have formulas do not enter numbers.		TOTAL FEDERAL CONTRIBUTION		TOTAL NON-FEDERAL CONTRIBUTION HARD MATCH
						TOTAL NON-FEDERAL CONTRIBUTION IN-KIND MATCH
A PERSONNEL		\$ 147,800.00		\$ 73,900.00		\$ -
B FRINGE		\$ 55,886.00		\$ 27,943.00		\$ -
C TRAVEL		\$ 4,860.00		\$ 2,430.00		\$ -
D EQUIPMENT (> \$5,000.00)		\$ -		\$ -		\$ -
E SUPPLIES		\$ 4,654.00		\$ 2,327.00		\$ -
F CONTRACTUAL/CONSULTANT		\$ 30,000.00		\$ 15,000.00		\$ -
G OTHER		\$ 36,800.00		\$ 18,400.00		\$ -
J TOTAL DIRECT CHARGES		\$ 280,000.00		\$ 140,000.00		\$ -
K TOTAL INDIRECT CHARGES		\$ 28,000.00		\$ 14,000.00		\$ -
L TOTAL		\$ 308,000.00		\$ 154,000.00		\$ -

**2 C.F.R. 200.306 Cost Sharing or matching:** (b) For all Federal awards, any shared costs or matching funds and all contributions, including cash and third party in-kind contributions, must be accepted as apart of the non-Federal entity's cost sharing or matching when such contributions meet all of the following criteria:

1. Are verifiable from the non-Federal entity's records;
2. Are not included as contributions for any other federal award;
3. Are necessary and reasonable for accomplishment of project or program objectives;
4. Are allowable under Subpart E--Cost Principles of this part;
5. Are not paid by the Federal Government under another Federal award, except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs;
6. Are provided for in the approved budget when required by the Federal awarding agency; and
7. Conform to other provisions of this part as applicable. (c) - (k)

**Direct Charges will be matched with County general funds.**

**Describe the Non-Federal Third Party In-Kind volunteer contributions and activities; and/or donation of facility: REQUIRED: attach supporting documentation if necessary.**

5. Procurement and Administrative Policies and Procedures: Verification of internal control over and accountability for all funds, property and other assets.  
Source: 2 CFR 2015.21(b)(3);  
Equipment Management Procedures: 2 CFR 215.34(f)(1), 2 CFR 215.51;  
Written Travel Policy: 2 CFR 220 App A.53, 2 CFR 200 App A. D(3)(f), 48 CFR 31.205-46;  
These policies should be readily available for review at the time of a monitoring visit or upon request.

a. Please provide a link to your agency procurement policy here, or:

b. You may provide a copy of your current procurement policy with the application. Check this box if you have included a copy with your application.




## Federal Fiscal Year 2020

Application for Emergency Management Performance Grant Funds					
PERSONNEL		PAGE THREE			
List each position by title and name of employee, if available. Show the annual salary and fringe costs and the percentage of time to be devoted to the EMPG program. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the application organization.					
POSITION TITLE OR THIRD PARTY IN-KIND SERVICE	PERSONNEL SERVICES ANNUAL SALARY	ANNUAL FRINGE BENEFITS	% OF TIME DEVOTED TO EMERGENCY MANAGEMENT	FEDERAL MATCH	NON-FEDERAL MATCH
1 EM Coordinator	\$55,000.00	\$20,350.00	100.00%	\$ 37,675.00	\$ 37,675.00
2 EM /PHEP Manager	\$66,000.00	\$24,420.00	80.00%	\$ 36,168.00	\$ 36,168.00
3 EM Specialist	\$40,000.00	\$16,000.00	100.00%	\$ 28,000.00	\$ 28,000.00
4	\$0.00	\$0.00	0.00%	\$ -	\$ -
5	\$0.00	\$0.00	0.00%	\$ -	\$ -
6	\$0.00	\$0.00	0.00%	\$ -	\$ -
7	\$0.00	\$0.00	0.00%	\$ -	\$ -
8	\$0.00	\$0.00	0.00%	\$ -	\$ -
9	\$0.00	\$0.00	0.00%	\$ -	\$ -
10 CERT VOLUNTEERS	\$0.00	\$0.00	0.00%	\$ -	\$ -
<b>TOTAL PERSONNEL:</b>	<b>\$161,000.00</b>	<b>\$60,770.00</b>		<b>\$ 101,843.00</b>	<b>\$ 101,843.00</b>
<b>REQUIRED Check below:</b>	<b>Acknowledge the items below by placing an X in the box to the left.</b>				
<input checked="" type="checkbox"/>	REQUIRED: Personnel funded by EMPG must participate in three annual HSEEP-compliant exercises of any type (i.e. discussion –based or operations-based) identified. Participation must be documented and submitted to ADEM prior to final reimbursement for personnel expenditures.				
<input checked="" type="checkbox"/>	REQUIRED: Personnel funded by EMPG must also meet or show consistent progress towards meeting the training requirements as outlined in the EMPG Notice of Funding Opportunity. <b>Please submit a training data table (see tab 11) of all EMPG funded employees, please include personnel used as non-federal match.</b>				
<input checked="" type="checkbox"/>	REQUIRED: Personnel funded by EMPG will be required to submit a quarterly Time and Effort Reporting (TER) form along with their reimbursement request. The TER should document a minimum of two week's activities.				
<input checked="" type="checkbox"/>	REQUIRED: A current Organizational Chart must be included with the application.				
<input checked="" type="checkbox"/>	REQUIRED: Provide an official job description for all EMPG funded positions, please include positions used as non-federal match.				
	Are any EMPG funded personnel current members of an Incident Management Team? If Yes, describe below:			YES	No <input checked="" type="checkbox"/>
<b>Briefly describe</b> Personnel expenditures, including the method used to code or track funded staff time spent on emergency management activities charged to the grant and/or used to meet local match requirement. <b>Note: This can be best answered by your financial personnel: does your agency have a system to manage your finances that does the above tasks for you?</b>					
Weekly timesheets are broken down by fund codes and tasks, reviewed and signed by immediate supervisor. Quarterly time and effort reports are completed.					
<b>Describe Third Party In-kind Personnel services:</b> (Outline the type of activities that will be conducted by volunteers.) <b>Include the method used to code or track funded staff time spent on emergency management activities charged to the grant.</b>					
Third Party In-kind Match: The costs must first be allowable under the grant program. Third Party In-kind match includes, but is not limited to, the valuation of in-kind services. "In-kind" is the value of something received or provided by a third-party that does not have a cost associated with it. For example, if in-kind match (other than cash payments) is permitted, then the value of donated services could be used to comply with the match requirements.					

1

2 N/A

	
<b>1. Select which description best describes the status of the designated emergency manager/coordinator for your jurisdiction.</b>	
<input checked="" type="checkbox"/>	Full-time, permanent staff whose primary responsibility is as the emergency manager/coordinator?
	Emergency manager/coordinator duties are assigned to full-time staff with other significant duties?
	Emergency manager/coordinator is a part-time, or seasonal position or contracted?
	Emergency Manager/coordinator duties are assumed as needed by other staff or elected officials?

## Federal Fiscal Year 2020

Application for Emergency Management Performance Grant					
TRAVEL					PAGE FOUR
Briefly list the anticipated expenditures in the travel category, including any pre-identified conferences or meetings you are scheduled to attend. How do these activities relate to the priorities and initiatives as identified on page 1 of the application?					
INTERNATIONAL TRAVEL YES / NO	TRAVEL DESCRIPTION	NUMBER OF EMPLOYEES TRAVELING	ANTICIPATED COSTS		
No	Mileage for attending meetings (at state rate), AESA, AzDEMA, Regional EMPG, and in County for normal job duties.	3	\$	3,600.00	
NO	Hotel costs at state GOA rate for overnights when meeting, trainings, exercises, or responses require multiple days away from home location.	3	\$	1,260.00	
			\$	-	
			\$	-	
			\$	-	
			\$	-	
			\$	-	
			\$	-	
			\$	-	
		TOTAL TRAVEL	\$	4,860.00	
		TOTAL FEDERAL	\$	2,430.00	
		TOTAL NON-FEDERAL	\$	2,430.00	
Note: All International Travel using EMPG funding requires pre-approval by FEMA and AZDEMA. Requests should be sent to DEMA Program Coordinator at least 45 days prior to travel.					
Per federal policy, your travel must also abide by local/state travel policy, whichever is more stringent. For reference, the State of Arizona Travel Policy: <a href="https://gao.az.gov/travel/welcome-gao-travel">https://gao.az.gov/travel/welcome-gao-travel</a>					
<b>Describe travel expenditures and how the travel supports your program initiatives and priorities as identified on the application page 1.</b>					
Mileage for attending meetings, AESA, AzDEMA, Regional EMPG, and in County for normal job duties, exercises, and responses.					

Application for Emergency Management Performance Grant		
TRAVEL		PAGE FOUR
5		
6		
7		
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**Federal Fiscal Year 2020**

**Application for Emergency Management Performance Grant**

EQUIPMENT

<https://www.fema.gov/authorized-equipment-list>

PAGE FIVE

List all non-expendable equipment to be purchased. No-expendable equipment is tangible property having a useful life of more than one year and a cost per item of over \$5,000.00. (Note: Organization's own capitalization policy and threshold amount for classification of equipment may be used). Expendable items should be included either in the "Supplies" category or in the "Other" category. Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items. A list of equipment eligible under the EMPG program and the AEL categories can be found at the link above.

**NOTE: Applications will be returned incomplete if the AEL number is not listed with the requested equipment. Also, if you are purchasing equipment that costs less than \$5,000.00 you must verify whether the equipment is approved on the AEL list as authorized through the EMPG program.**

AEL CATEGORY #	EQUIPMENT DESCRIPTION	Requires Installation? Yes or No	NUMBER OF ITEMS	COST PER ITEM	TOTAL COST OF ITEMS
1			0	\$ -	\$ -
2			0	\$ -	\$ -
3			0	\$ -	\$ -
4			0	\$ -	\$ -
5			0	\$ -	\$ -
6			0	\$ -	\$ -
7			0	\$ -	\$ -
8			0	\$ -	\$ -
9			0	\$ -	\$ -
10			0	\$ -	\$ -
11			0	\$ -	\$ -
12			0	\$ -	\$ -
				TOTAL EQUIPMENT	\$ -
				TOTAL FEDERAL	\$ -
				TOTAL NON-FEDERAL	\$ -

All equipment purchased with EMPG funding will require inventory tracking and is subject to monitoring by DEMA/FEMA personnel.

All communications equipment purchased with EMPG funding must adhere to SAFECOM guidance.

Equipment/projects that require installation are subject to a comprehensive "Environmental Historic Preservation" (EHP) review process. Please identify any equipment/project requiring:

- Construction of new facilities or additions to existing buildings;
- Modification or renovation of existing buildings or structures (cameras, generators, access controls, mounting equipment, rewiring/electrical work);
- Physical Security enhancements both interior and exterior and grounds (doors, lights, fences, bollards etc);
- Construction or modification of communication towers (adding antennas, mounting equipment or shelters);
- All activities that cause ground disturbance;
- Training/Exercise that involve ground disturbance or are not located at a designated training facility;
- Mobile equipment that involve radar/sonar technology.

You can request the EHP form from the DEMA EMPG program coordinator. Upon completion of the form submit it back to the program coordinator for review. DEMA will submit the EHP to FEMA when it is completed. Call the EMPG Program Coordinator if you have any questions regarding your project at 602-464-6268.

Does your project require hiring a contractor/vendor for installation? If yes, the project should most likely be listed in the "contractual/consultant services" category.

All equipment purchased with EMPG funding must be deployable in support of regional and national efforts with agency consent.

## Application for Emergency Management Performance Grant

EQUIPMENT

<https://www.fema.gov/authorized-equipment-list>

PAGE FIVE

1. Briefly describe what equipment will be purchased;
2. Why is the equipment necessary;
3. How does the equipment support your program initiatives and priorities as identified on the application page 1;
4. Describe what funds will be utilized to sustain the equipment.

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**Federal Fiscal Year 2020**

**Application for Emergency Management Performance Grant**

**SUPPLIES**

**PAGE SIX**

Generally, supplies include any materials that are expendable or consumed during the course of a year and cost less than \$5,000 for a single item. List items by type (daily operations: office supplies/copying paper, postage, training materials; training and/or exercise events; CERT training/exercise; community outreach, etc.).  
 Note: Do not bundle all supplies on one line item. etc.) and show the basis for computation (if applicable).  
 These supplies should be used in support of and implementation of the EMPG-eligible actions and activities conducted by your jurisdiction.

	Daily Operations; Training and/or Exercise events; CERT Training/Exercise; Community Outreach. Note: Do not bundle all supplies on one line item.	ITEM DESCRIPTION	NUMBER OF ITEMS	COST PER ITEM	TOTAL COST OF ITEMS
1	Daily Operations	Office supplies (paper, pens, markers, etc)	12.00	\$ 94.00	\$ 1,128.00
2	Daily Operations	Printed Materials	12.00	\$ 40.00	\$ 480.00
3	Daily Operations	Communications/technological upgrades (small electronic devices, radio equipment, etc)	12.00	\$ 50.00	\$ 600.00
4	Daily Operations	Cellular Phone Replacement/Upgrade	2.00	\$ 998.00	\$ 1,996.00
5	Daily Operations	Backpacks/Laptop	3.00	\$ 150.00	\$ 450.00
6			0.00	\$ -	\$ -
7			0.00	\$ -	\$ -
8			0.00	\$ -	\$ -
9			0.00	\$ -	\$ -
10			0.00	\$ -	\$ -
11			0.00	\$ -	\$ -
12			0.00	\$ -	\$ -
				<b>TOTAL SUPPLIES</b>	\$ 4,654.00
				<b>TOTAL FEDERAL</b>	\$ 2,327.00
				<b>TOTAL NON-FEDERAL</b>	\$ 2,327.00

**Briefly describe the anticipated supply expenditures and how they support the implementation of EMPG-eligible actions and activities conducted by your jurisdiction:**

1 All EMPG expenditures will be applied towards the supporting of initiatives on page one.

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Federal Fiscal Year 2020

Application for Emergency Management Performance Grant		
SUPPLIES		PAGE SIX
11		
12		



**Federal Fiscal Year 2020**

**Application for Emergency Management Performance Grant**

**CONTRACTUAL / CONSULTANT SERVICES**

**PAGE SEVEN**

EMPG-eligible services may be contracted to support planning, training, and/or exercise activities. Contractual services includes the hiring of part-time or full-time temporary employees to work on specified projects but not included as part of your jurisdictional budget.

Note: All contractual services purchased with EMPG funding will require a clear, EMPG-eligible scope of work prior to the work start date.

DESCRIPTION OF SERVICES	VENDOR/CONTRACT SELECTED	NUMBER OF HOURS	COST PER HOUR	COST = (NUMBER OF HOURS X COST PER HOUR)
1				
2	EMPG Plan Writing/Updates, EOC staffing, Training and Exercise assistance.	Guild Consulting	400.00	\$ 75.00 \$ 30,000.00
3				
4				
5				
6				
7				
8				
			<b>TOTAL CONTRACTUAL</b>	\$ 30,000.00
			<b>TOTAL FEDERAL</b>	\$ 15,000.00
			<b>TOTAL NON-FEDERAL</b>	\$ 15,000.00

All contractual services must adhere to proper local, state, and federal procurement procedures. For reference, please see 2 CFR 200.318.

**Briefly explain what contractual services will be procured, including what procurement method will be used, why the service is necessary, and how they support your priorities and initiatives identified on the application page 1.**

1	
2	Guild Consulting has been through a State and County approved RFP procurement process. Guild does the updates and graphic design work for our EOP, MJHMP, LEPC, COOP and social media. Additionally we utilize Guild in our EOC with Logistics and Planning during activations.
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## Federal Fiscal Year 2020

## Application for Emergency Management Performance Grant Funds

### OTHER COSTS

PAGE EIGHT

Please list any other items or services that do not fall under the above listed categories. This typically includes items that are non-consumable and have a per-unit cost of under \$5,000. Examples include fuel for vehicles/EOC generators, fleet services, cell phones/service, etc.

Description of costs and/or services: If your agency has an existing maintenance agreement cost list it in this category. For a Mass Notification System please provide the specific system name and vendor, i.e.,  CODE RED: Mass Notification System used to disseminate emergency notifications/information to the public and stakeholders in a timely manner.		IS THIS AN EXISTING, ON-GOING SERVICE AGREEMENT?	NUMBER OF UNITS	COST PER UNIT	TOTAL COST
1	Everbridge, Emergency Mass Notification Alert System	Yes			\$ 20,000.00
2	Cellular Phones and MiFi's	Yes	6.00	\$ 50.00	\$ 3,600.00
3	EOC Cable/Internet/Phone	Yes	12.00	\$ 400.00	\$ 4,800.00
4	Fleet Services	Yes	12.00	\$ 700.00	\$ 8,400.00
5					
6					
7					
8					
9					
10					
11					
12					
				TOTAL OTHER	\$ 36,800.00
				TOTAL FEDERAL	\$ 18,400.00
				TOTAL NON-FEDERAL	\$ 18,400.00

Briefly explain what other costs will be incurred, including why the costs are necessary, and how they support your priorities and initiatives identified on the application page 1.

Everbridge has been through a State and County approved RFP procurement process. Everbridge is our selected mass notification system for public awareness and emergency messaging.

Cellular Phone and Mifi for each staff member for calls, emails, and mobile work.

EOC standalone internet, phone, and cable through COX for one year.

Fleet Services for Emergency Management vehicle. Primary vehicle for in-County travel and responses.

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**Federal Fiscal Year 2020**

Application for Emergency Management Performance Grant Funds		
OTHER COSTS		PAGE EIGHT
Please list any other items or services that do not fall under the above listed categories. This typically includes items that are non-consumable and have a per-unit cost of under \$5,000. Examples include fuel for vehicles/EOC generators, fleet services, cell phones/service, etc.		
9		
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**Federal Fiscal Year 2020**

Application for Emergency Management Performance Grant			
INDIRECT COSTS		PAGE NINE	
<p>Indirect costs are allowable under the EMPG program as described in 2 C.F.R. § 200.414. With the exception of recipients who have never received a negotiated indirect cost rate as described in 2 C.F.R. § 200.414(f), recipients must have an approved indirect cost rate agreement with their cognizant Federal agency to charge indirect costs to this award. A copy of the approved rate (a fully executed, agreement negotiated with the applicant's cognizant Federal agency) is required at the time of application, and must be provided to FEMA before indirect costs are charged to the award. If no rate is established, agencies are eligible for the de minimus rate of 10% of personnel/fringe, travel, supplies, contractual services, and other costs; equipment cost are NOT included.</p>			
SELECT ONE OF THE FOLLOWING:		RATE	TOTAL INDIRECT COST
1	X	Our jurisdiction has an approved indirect cost rate agreement with our cognizant Federal agency to charge indirect costs to this award.*	
2	X	Our jurisdiction does not have, or has never had an approved indirect cost rate agreement and would like to claim the de minimus 10% of personnel/fringe, travel, supplies, contractual services, and other costs as found in this application.	
		10%	\$ 28,000.00
		<b>TOTAL INDIRECT</b>	\$ 28,000.00
		<b>TOTAL FEDERAL</b>	\$ 14,000.00
		<b>TOTAL NON-FEDERAL</b>	\$ 14,000.00
<p><b>*If your agency has an approved indirect cost agreement, you MUST include a copy of it with this application.</b></p>			
<p><u>Narrative below:</u></p>			

**Federal Fiscal Year 2020**

**Application for Emergency Management Performance Grant**

**PROGRAM PERIOD OF PERFORMANCE - JULY 1, 2020 - JUNE 30, 2021**

**PAGE TEN**

**CFDA NUMBER: 97.042**

**CFDA TITLE: EMERGENCY MANAGEMENT PERFORMANCE GRANT**

**2. STANDARD ASSURANCES**



**Place an X in the correct box below:**

a. Has your EOP (Emergency Operations Plan) been updated within the last 2 years?

**x**

**Yes**

**No**

If yes, provide the date of your agencies most recent EOP update:

If no, provide a date when your agency anticipates the update to be completed.

Comments:

b. Our plan is in accordance with CPG-101 V.2;

**x**

**Yes**

**No**

If no, provide an explanation.

Comments:

c. Did your agency participate in the development of the State's annual Threat and Hazard Identification and Risk Assessment (THIRA)?

**x**

**Yes**

**No**

If no, how will your agency accomplish this requirement?

Provide a date when your agency anticipates completion of this requirement?

Comments:

d. Does your agency develop a multi-year Training and Exercise Plan?

**x**

**Yes**

**No**

And or participates in the state multi-year Training and Exercise Plan Workshop (TEPW)?  
Provided a copy of agency's 2020 TEP Schedule?

Comments:

e. Does your agency establishes and maintain compliance with the National Incident Management System (NIMS) requirements:

**x**

**Yes**

**No**

If no, how will your agency accomplish this requirement?

Comments:



## Application for Emergency Management Performance Grant

PROGRAM PERIOD OF PERFORMANCE - JULY 1, 2020 - JUNE 30, 2021

PAGE ELEVEN

CFDA NUMBER: 97.042

CFDA TITLE: EMERGENCY MANAGEMENT PERFORMANCE GRANT

Please be advised the Logistics Distribution Management Plan is due to AZDEMA no later than March 31, 2021. Please select one additional plan below that you will focus on for FY 2020. Both plans will be reported on quarterly in a project management lifecycle table in the GAO to demonstrate the progress and/or challenges accordingly.

Priority Area	Core Capabilities	Lifelines	Example Project Types
<b>Logistics – Distribution Management Planning</b> <b>REQUIRED: This plan is due to AZDEMA no later than March 31, 2021.</b>	<ul style="list-style-type: none"> <li>Logistics and Supply Chain Management</li> <li>Supply Chain Integrity and Security</li> </ul>	<ul style="list-style-type: none"> <li>Food, Water and Shelter</li> <li>Health and Medical</li> <li>Transportation</li> </ul>	<ul style="list-style-type: none"> <li>Development of a Distribution Management Plan which addresses:               <ul style="list-style-type: none"> <li>State/local staging site plans</li> <li>State/local commodity point of distribution site plans</li> <li>Staging and Point of Distribution staffing strategies/plans</li> <li>Transportation strategies/plans</li> <li>Resource sourcing strategies/plan</li> </ul> </li> </ul>
<b>Evacuation Plan/Annex</b>	<ul style="list-style-type: none"> <li>Planning</li> <li>Risk Management for Protection Programs &amp; Activities</li> <li>Risk &amp; Disaster Resilience Assessment</li> <li>Threats and Hazards Identification</li> <li>Operational Coordination</li> <li>Long-Term Vulnerability Reduction</li> </ul>	<ul style="list-style-type: none"> <li>Transportation</li> </ul>	<ul style="list-style-type: none"> <li>Identify plausible, worst case threats and hazards</li> <li>Identify planning gaps and capability shortfalls</li> <li>Identify access and functional needs considerations</li> <li>Identify animal evacuation considerations</li> <li>Identify embarkation/debarkation sites</li> <li>Development of phased-zone evacuation approach</li> </ul>
<b>Catastrophic Disaster Housing</b>	<ul style="list-style-type: none"> <li>Housing</li> <li>Planning</li> <li>Situational assessment</li> <li>Physical protective measures</li> </ul>	<ul style="list-style-type: none"> <li>Food, Water and Shelter</li> </ul>	<ul style="list-style-type: none"> <li>Development of State-led disaster housing task force plan</li> <li>Establishment of State Disaster Recovery Coordinator</li> <li>Completion of State Housing Strategy template</li> </ul>
<b>Resilient Communications</b>	<ul style="list-style-type: none"> <li>Operational Communications</li> <li>Planning</li> <li>Public Information and Warning</li> <li>Operational Coordination</li> <li>Intelligence and Information Sharing</li> <li>Cybersecurity</li> <li>Physical Protective Measures</li> <li>Long-Term Vulnerability Reduction</li> <li>Risk and Disaster Resilience Assessment</li> <li>Threats and Hazards Identification</li> <li>Infrastructure Systems</li> </ul>	<ul style="list-style-type: none"> <li>Communications</li> </ul>	<ul style="list-style-type: none"> <li>Development of Statewide Communication Interoperability Plans (SCIP), Tactical Interoperable Communications Plans (TICP), and Standard Operating Procedures (SOPs) that address continuity and recovery of emergency communication systems</li> <li>Conducting of risk and vulnerability assessments associated with emergency communications systems, to include cybersecurity risks.</li> <li>Conducting of National Incident Management System (NIMS) compliant training, exercise, and evaluation activities to test emergency communications capabilities, to include testing of resiliency and continuity of communications.</li> <li>Physical hardening of infrastructure systems and support emergency communications.</li> </ul>
<b>Implementation of Community Lifelines</b>	<ul style="list-style-type: none"> <li>Planning</li> <li>Situational Assessment</li> <li>Operational Coordination</li> <li>Community Resilience</li> </ul>	<ul style="list-style-type: none"> <li>Safety and Security</li> <li>Food, Water and Shelter</li> <li>Health and Medical</li> <li>Energy</li> <li>Communications</li> <li>Transportation</li> <li>Hazardous Materials</li> </ul>	<ul style="list-style-type: none"> <li>Hiring or contracting of planners to update emergency operations plans to address community lifelines</li> <li>Training of emergency managers on community lifelines concept and use</li> <li>Exercises to measure effectiveness of community lifelines implementation.</li> </ul>

## Federal Fiscal Year 2020

### Emergency Management Performance Grant

[illegible]

**ARF-5958**

**Regular Agenda Item 4. C.**

**Regular BOS Meeting**

Meeting Date: 03/24/2020

Submitted For: Steve Sanders, Director

Submitted By: Steve Sanders, Director

Department: Public Works      Division: Recycling & Landfill Management

Fiscal Year: Current      Budgeted?: No

Contract Dates N/A      Grant?: No

Begin & End:

Matching No      Fund?: New

Requirement?:

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Information

Request/Subject

Information regarding the pilot project for composting.

Background Information

Local agencies have been discussing the need for a composting program in Gila County. If the compost was available, the Arizona Department of Transportation (ADOT) has agreed to a 100-ton pilot project for erosion control on highways in the area.

Evaluation

Gila County Recycling and Landfill Management with the assistance of Pinetop-Lakeside Sanitary District have created a recipe to make 100 tons. The recipe includes sludge, green waste chips, and cardboard. To blend the ingredients together takes machinery that Gila County does not have. Pinetop-Lakeside Sanitary District has agreed to loan the necessary equipment to the County for the project. The County will need to transport the equipment from Pinetop-Lakeside for the project and return it when finished. The County will also need to purchase and haul chips from east Mesa for the project. The Town of Miami has agreed to supply the sludge and haul it to the landfill for the project.

Conclusion

The resources currently exist to attempt this trial project. From this trial project, the local agencies supporting and participating in the project should have a better idea if this is something to consider and invest in as a sustainable commodity and long-term benefit to the community.

Recommendation

Staff recommends and supports this pilot project for composting.

Suggested Motion

Information/Discussion regarding the pilot compost project. **(Kenny Keith)**

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Attachments

*No file(s) attached.*

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**ARF-5951**

**Regular Agenda Item 4. D.**

**Regular BOS Meeting**

Meeting Date: 03/24/2020

Submitted For: Robert Hickman, Facilities Director

Submitted By: Betty Hurst, Contracts Administrator

Department: Finance

Fiscal Year: 2020

Budgeted?: Yes

Contract Dates 08-31-20

Grant?: No

Begin & End:

Matching Yes

Fund?: New

Requirement?:

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Information

Request/Subject

Contract Award Regarding Request For Quotes (RFQ) No. 012220- *Roof Construction-Payson Health NAPA.*

Background Information

Gila County owns a building located at 110 W. Main Street in Payson. The building is currently being renovated to house the northern Gila County Health and Animal Control Services.

The existing roof system was site built and in poor condition. A structural evaluation has been done and it was determined that repairing the existing truss system would not be cost-effective.

On January 22, 2020, Request for Quotes No. 012220 was emailed to twelve contractors; there were four responses. The bids were opened at 11:00 A.M. on February 6, 2020, and evaluated in accordance with A.R.S. § 41-2533-*Competitive Bidding.*

Evaluation

The roof system needs to be replaced and nine contractors were solicited by the Gila County Procurement Department to replace the existing roof system. Amon and Son Construction LLC was the lowest bidder at \$58,289 for installation of the new roof system with metal roof option included.

Conclusion

Constructing a new roof system utilizing the metal roof option will enhance the appearance and increase the longevity of the building.

### Recommendation

Staff recommends that the Board of Supervisors award a contract to Amon and Son Construction LLC in the amount of \$58,289 to construct the roof system for the northern Gila County Health and Animal Control Services building at 110 W. Main Street in Payson.

### Suggested Motion

Information/Discussion/Action to review all bids submitted for Request for Quotes No. 012220-*Roof Construction-Payson Health NAPA*; award to the lowest, responsible and qualified bidder; and authorize the Chairman's signature on the award contract for the winning bidder.

**(Mary Springer)**

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### Attachments

Service Agreement No. 012220

Amon & Sons Construction-Bid

Amon & Sons Construction Bid #1

Amon & Sons Construction Bid #2

LAP Contracting-Bid

Quote Tabulation

Bid Results

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**SERVICE AGREEMENT NO. 012220**  
**ROOF CONSTRUCTION-PAYSON HEALTH NAPA**  
**FACILITIES MANAGEMENT**

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Amon and Sons Construction, of the City of Payson, State of Arizona, hereinafter designated the Contractor.

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

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

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

Scope of Work: Refer to attached Attachment "A" to **Service Agreement No. 012220** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement No. 012220** by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to **Service Agreement No. 012220**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

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

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

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

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

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

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

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

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

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

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

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

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

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

**3. Automobile Liability**

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

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



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

4. Professional Liability (Errors and Omissions Liability)

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

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

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

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

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

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

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

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

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

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

**ARTICLE 5 - LEGAL ARIZONA WORKERS ACT COMPLIANCE:** As required by A.R.S. § 41-4401, each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Each party further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the e-verify program. If either party uses any subcontractors in performance of the Agreement, Subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and Subcontractors shall further warrant that after hiring an employee, such Subcontractor verifies the employment eligibility of the employee through the e-verify program. A breach of this warranty shall be deemed a material breach of the Agreement subject to penalties up to and including termination of this Agreement. A party shall not be deemed in material breach if it and its Subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the e-verify requirements contained in A.R.S. § 23-214(A). Each party retains the legal right to inspect the papers of the other party and its subContractors engaged in performance of this Agreement to ensure that the other party and its subContractors are complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

**ARTICLE 6 - WARRANTY:** Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted. In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

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

**ARTICLE 8 – CANCELLATION:** This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

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

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

It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

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

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

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

**ARTICLE 14 - TERM:** The Contract commences on the date signed by the County Manager and remains in effect through August 31, 2020.

**ARTICLE 15 - PAYMENT/BILLING:** Contractor shall be paid an amount not to exceed \$58,289.00 for completion of the projects as outlined in the Scope of Services.

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

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

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

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

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

**IN WITNESS WHEREOF,** Service Agreement No. 012220 has been duly executed by the parties hereinabove named, on the date and year first above written.

**GILA COUNTY BOARD OF SUPERVISORS:**

**CONTRACTOR:**

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

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

**ATTEST:**

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

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

**APPROVED AS TO FORM:**

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



**AMON AND SON CONSTRUCTION LLC.**

General Building Contractor  
 203 N Manzanita suite B  
 Payson, AZ 85541  
 (928)951-4266

Project # 2020-102

**PROPOSAL / Gila County Health/Mark Warden****2-21-2020**

Address: 110 West Main St. Payson, AZ 85541

We are pleased to have this opportunity to submit our proposal to complete your roof construction post and beam and front porch project. Proposal is based on plans drawn by Caryn J Paige for the Main St. Health Services dated 1-14-2020 pages a-3 and a-1 also based on plans drawn by PME dated 1-11-2020 pages C, C, B three pages.

**SCOPE OF WORK:**

**Install new trusses provided by others on top of double top plate provided and installed by others. Sheet, block, and facia on new roof and new porch roof. New shingle roof with option for metal. New siding on gable and parapet. New metal roof support beam under trusses length of the building**

Excludes: trusses double top plate

permit, permit fees, special inspections, any additional plans, plans, neshap inspection, mold

remediation, Paint, drywall flooring, all work not described in scope of work, fire sprinkler, additional

work after permit review, Bond any unforeseen items found during demo or construction.

**SCHEDULE: Ten working days.**

<b><u>Total price including tax shingle roof</u></b>	<b><u>\$47,512.00</u></b>
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<b><u>Total Price including tax metal roof</u></b>	<b><u>\$58,289.00</u></b>
--	---------------------------

**PAYMENT TERMS: Invoices are provided to Amon and Sons on the 20<sup>th</sup> of every month. Owner will be invoiced by the 25<sup>th</sup> and payment to Amon and Sons is due by the 5<sup>th</sup> so that subcontractors can be paid by the 8<sup>th</sup>.**

Thank you again for the opportunity to submit a proposal. This price is good for 15 days. For your convenience, we submit this proposal in the form a contractual agreement. If it meets with your approval you need only to sight and return it to me. Return of this signed proposal shall constitute a contract.

Respectfully submitted  
 Jason Amon,  
 Amon and son construction, LLC  
 Lic.# 259804

\_\_\_\_\_  
 Signature of Acceptance

\_\_\_\_\_  
 Date

## AMON AND SON CONSTRUCTION LLC.

General Building Contractor  
203 N Manzanita suite B  
Payson, AZ 85541  
(928)951-4266

Project # 2020-102

### PROPOSAL / Gila County Health/Mark Warden

2-21-2020

Address: 110 West Main St. Payson, AZ 85541

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#### **SCOPE OF WORK:**

**Install new trusses provided by others on top of double top plate provided and installed by others. Sheet, block, and facia on new roof and new porch roof. New shingle roof with option for metal. New siding on gable and parapet. New metal roof support beam under trusses length of the building**

Excludes: trusses double top plate

permit, permit fees, special inspections, any additional plans, plans, neshap inspection, mold

remediation, Paint, drywall flooring, all work not described in scope of work, fire sprinkler, additional

work after permit review, Bond any unforeseen items found during demo or construction.

#### **SCHEDULE: Ten working days.**

**Total price including tax shingle roof** **\$47,512.00**

**Total Price including tax metal roof** **\$58,289.00**

**PAYMENT TERMS: Invoices are provided to Amon and Sons on the 20<sup>th</sup> of every month. Owner will be invoiced by the 25<sup>th</sup> and payment to Amon and Sons is due by the 5<sup>th</sup> so that subcontractors can be paid by the 8<sup>th</sup>.**

Thank you again for the opportunity to submit a proposal. This price is good for 15 days. For your convenience, we submit this proposal in the form a contractual agreement. If it meets with your approval you need only to sight and return it to me. Return of this signed proposal shall constitute a contract.

Respectfully submitted

Jason Amon,  
Amon and son construction, LLC  
Lic.# 259804

\_\_\_\_\_  
Signature of Acceptance

\_\_\_\_\_  
Date


QUOTE DUE DATE: Please email quote by, 11:00 A.M. on, February 6, 2020 to,  
Donna Demers at [ddemers@gilacountyaz.gov](mailto:ddemers@gilacountyaz.gov).

"Gila County reserves the right to reject any or all bids, or to accept any bid, or to waive any  
informality in any bid, or to withhold the award if deemed in the best interest of Gila County"

Contractor Name: Aman and Sons Construction LLC

Contractor Address: 203 N. Manzanita Suite B Payson, AZ

Contractor Phone #: 928.957.4266 Email Address: Jason.Aman@hotmail.com

Contractor Signature: 

TOTAL COST FOR MATERIAL & INSTALLATION

LABOR COST \$ \_\_\_\_\_ (TAXES INCLUDED)

Roof framing Bid \$47,512 -

MATERIAL COST \$ \_\_\_\_\_ (TAXES INCLUDED)

PLEASE ATTACH DETAIL QUOTE INCLUDING MATERIALS AND INSTALLATION CHARGE.

THIS IS AN INFORMAL "REQUEST FOR QUOTE". ONLY THE SUCCESSFUL VENDOR  
WILL BE NOTIFIED OF GILA COUNTY'S INTENT TO ENTER INTO A CONTRACT FOR  
THE GOODS OR SERVICES QUOTED. ALL TELEPHONE INQUIRES OR EMAILED  
INQUIRES WILL BE ANSWERED REGARDING RESULTS OF THIS REQUEST FOR  
QUOTE. PLEASE SEND EMAILS TO [ddemers@gilacountyaz.gov](mailto:ddemers@gilacountyaz.gov) or call 928-402-  
4219.

## AMON AND SON CONSTRUCTION LLC.

General Building Contractor  
203 N Manzanita suite B  
Payson, AZ 85541  
(928)951-4266

Project # 2020-102

### PROPOSAL / Gila county health/Mark Warden

2-6-2020

Address: 110 west Main st. Payson, AZ 85541

We are pleased to have this opportunity to submit our proposal to complete your roof construction post and beam and front porch. Proposal is based on plans drawn by Caryn J Paige for the main st health services dated 1-14-2020 pages a-3 and a-1 also based on plans drawn by PME dated 1-11-2020 pages C, C, B three pages.

#### SCOPE OF WORK:

Install new trusses provided by others on top of double top plate provided and installed by others. Sheet block and fascia new roof and new porch roof. New shingle roof on both roofs. New siding on gable and parapet. New roof support beam under trusses length of the building

Excludes: trusses double top plate

permit, permit fees, special inspections, any additional plans, plans, neshap inspection, mold remediation, Paint, drywall flooring, all work not described in scope of work, fire sprinkler, additional work after permit review, Bond any unforeseen items found during demo or construction.

#### SCHEDULE: ten working days

<u>Tax</u>	<u>\$2,549.00</u>
<u>Total price including tax</u>	<u>\$47,512.00</u>

PAYMENT TERMS: Invoices are provided to Amon and Sons on the 20<sup>th</sup> of every month. Owner will be invoiced by the 25<sup>th</sup> and payment to Amon and Sons is due by the 5<sup>th</sup> so that subcontractors can be paid by the 8<sup>th</sup>.

Thank you again for the opportunity to submit a proposal. This price is good for 15 days. For your convenience, we submit this proposal in the form a contractual agreement. If it meets with your approval you need only to sight and return it to me. Return of this signed proposal shall constitute a contract.

Respectfully submitted

Jason Amon,  
Amon and son construction, LLC  
Lic.# 259804

\_\_\_\_\_  
Signature of Acceptance

\_\_\_\_\_  
Date



**QUOTE DUE DATE:** Please email quote by, 11:00 A.M. on, February 6, 2020 to,  
Donna Demers at [ddemers@gilacountyaz.gov](mailto:ddemers@gilacountyaz.gov).

"Gila County reserves the right to reject any or all bids, or to accept any bid, or to waive any informality in any bid, or to withhold the award if deemed in the best interest of Gila County"

Contractor Name: Aman and Sons Construction LLC

Contractor Address: 203 N Marzanita Suite B Payson

Contractor Phone #: 928 951 4266 Email Address: Jason.Aman@hotmail.com

Contractor Signature: 

**TOTAL COST FOR MATERIAL & INSTALLATION**

LABOR COST \$ \_\_\_\_\_ (TAXES INCLUDED)

MATERIAL COST \$59,400 - \$ \_\_\_\_\_ (TAXES INCLUDED)

PLEASE ATTACH DETAIL QUOTE INCLUDING MATERIALS AND INSTALLATION CHARGE.

**THIS IS AN INFORMAL "REQUEST FOR QUOTE". ONLY THE SUCCESSFUL VENDOR WILL BE NOTIFIED OF GILA COUNTY'S INTENT TO ENTER INTO A CONTRACT FOR THE GOODS OR SERVICES QUOTED. ALL TELEPHONE INQUIRES OR EMAILED INQUIRES WILL BE ANSWERED REGARDING RESULTS OF THIS REQUEST FOR QUOTE. PLEASE SEND EMAILS TO [ddemers@gilacountyaz.gov](mailto:ddemers@gilacountyaz.gov) or call 928-402-4219.**

**REQUEST FOR QUOTE NO. 012220-1  
GILA COUNTY**



**CONCRETE, POST & BEAM, AND ROOF CONSTRUCTION**

**QUOTES NOT SUBMITTED ON THE REQUEST FOR QUOTE FORM, WILL BE  
CONSIDERED NON-RESPONSIVE**

**JOB/PROJECT DESCRIPTION**

Project consist of a Contractor to install concrete for footers and a slab, a steel post and beam support system, and a new roof system per provided plans and specifications.

Property:       110 W. Main St.  
                    Payson, AZ 85541

**Scope of Work and Specifications:**

- **Concrete Construction** – Footer locations will be found in engineering plans provided and must be inspected prior to pouring concrete. All work must be performed in accordance with structural engineering plans.
- **Post and Beam Construction** – Fabricate a steel post and beam support system using materials in accordance with the provided structural engineering plans. All welding shall be completed by welders currently certified for the type of welds specified, as listed in the structural engineering plans.
- **Roof Construction** – Install prefabricated trusses. Truss design drawings completed by Ballard Truss will be included with structural engineering plans. Gila County will provide truss package. Contractor will be responsible for constructing roof system in accordance with plans and specifications.

Site visit will be required and shall occur on January 30<sup>th</sup>, 2020 at 10:00 a.m. All bids are due by 11:00AM on February 6, 2020. Any questions, please contact Mark Warden, Project Manager, 928-200-1639.

## AMON AND SON CONSTRUCTION LLC.

General Building Contractor  
203 N Manzanita suite B  
Payson, AZ 85541  
(928)951-4266

Project # 2020-103

### PROPOSAL / Gila county health/Mark Warden

2-6-2020

Address: 110 west Main st. Payson, AZ 85541

We are pleased to have this opportunity to submit our proposal to complete your concrete project. Proposal is based on plans drawn by Caryn J Paige for the main st. health services dated 1-14-2020 pages a-3 and a-1 also based on plans drawn by PME dated 1-11-2020 pages C, C, B three pages.

#### **SCOPE OF WORK:**

**Amon and sons will take the project from the sub grade + or – a tenth of an inch and place two inches of sand and vapor barrier.**

**3000 square foot of 2500 psi concrete floor with five column footings.**

**Front side walk with five columns and footings (stone by others)**

Excludes: sub grade below sand and vapor barrier. grade 6 inches below finish floor not included in this

bid

permit, permit fees, special inspections, any additional plans, plans, neshap inspection, mold

remediation, Paint, drywall flooring, all work not described in scope of work, fire sprinkler, additional

work after permit review, Bond any unforeseen items found during demo or construction.

**SCHEDULE: ten working days**

**Total price including tax**

**\$59,400.00**

**PAYMENT TERMS: Invoices are provided to Amon and Sons on the 20<sup>th</sup> of every month.**

**Owner will be invoiced by the 25<sup>th</sup> and payment to Amon and Sons is due by the 5<sup>th</sup> so that subcontractors can be paid by the 8<sup>th</sup>.**

Thank you again for the opportunity to submit a proposal. This price is good for 15 days. For your convenience, we submit this proposal in the form a contractual agreement. If it meets with your approval you need only to sight and return it to me. Return of this signed proposal shall constitute a contract.

Respectfully submitted

Jason Amon,  
Amon and son construction, LLC  
Lic.# 259804

\_\_\_\_\_  
Signature of Acceptance

\_\_\_\_\_  
Date







## **ATTACHMENT FOR PROPOSAL**

February 7, 2020

Please view this as an attachment to our quote for the project located at 110 W. Main Street Payson, AZ.

- Concrete construction materials:

Interior slab: adequate fill (approx. 210 yards) Moisture barrier, Sand (approx. 37 yards) Rebar for footings and slab on grade, 2500 psi concrete (approx. 40 yards)

Exterior Slab: misc. granite, 2500 psi concrete (approx. 7 yards) Rebar (footings)

**TOTAL MATERIALS: \$19,760.00**

- Concrete construction Labor:

Excavation machines and labor for footings, fill placement and compaction, rebar install, layout, place and finish concrete slabs,

**TOTAL LABOR: \$17,744.00**

- Post and Beam construction materials:

4x4x1/4 steel post, 8x4x1/4 steel beam, 12x12x3/4 base plate. 3/4 anchor bolts and nuts, grout, misc. supplies,

**TOTAL MATERIALS \$11,903.00**

- Post and beam construction labor:

Crane, iron erector, welder, general labor, misc. shop usage,

**TOTAL LABOR \$9,480.00**

- Roof construction materials:

Truss hardware, 5/8 osb, misc. rat run and bracing, blocking, 2x8 lumber, ledger material with hangers, 6" beam, porch materials, post, log's, CMU, Hardi siding, shear and Tyvek as needed for the parapet, roofing underlayment, shingles.

**TOTAL MATERIALS \$14,428.00**

- Roof construction labor:

Carpenter's, crane, general labors, roofers, Mason

**TOTAL LABOR \$17,479.00**



QUOTE DUE DATE: Please email quote by, 11:00 A.M. on, February 6, 2020 to, Donna Demers at [ddemers@gilacountyaz.gov](mailto:ddemers@gilacountyaz.gov)

**"Gila County reserves the right to reject any or all bids, or to accept any bid, or to waive any informality in any bid, or to withhold the award if deemed in the best interest of Gila County"**

Contractor Name: L.A.P. Contracting

Contractor Address: 1400 N. Beeline Hwy. Payson AZ. 85541

Contractor Phone #: 928-474-1766 Email Address: lapcontracting@npgcable.com

Preferred Contact # 928-978-1657 Email Address: kcparker05@gmail.com

Contractor Signature: \_\_\_\_\_ Kacy Parker 02/05/2020

Quote is good for 30 days.

**TOTAL COST FOR MATERIAL & INSTALLATION**

LABOR COST \$ 44,703.00 \_\_\_\_\_ (taxes included)

MATERIAL COST \$ 46,091.00 \_\_\_\_\_ (Taxes included)

Metal roof \$ 8,113.00

**TOTAL** \$ **98,907.00**

\*Please attach detail quote including materials and installation charge. **NOTE THIS REVISED BID HAS THE CULTURED STONE DELETED FROM IT.**

THIS IS AN INFORMAL "REQUEST FOR QUOTE". ONLY THE SUCCESSFUL VENDOR WILL BE NOTIFIED OF GILA COUNTY'S INTENT TO ENTER INTO A CONTRACT FOR THE GOODS OR SERVICES QUOTED. ALL TELEPHONE INQUIRES OR EMAILED INQUIRES WILL BE ANSWERED REGARDING RESULTS OF THIS REQUEST FOR QUOTE. PLEASE SEND EMAILS TO [ddemers@gilacountyaz.gov](mailto:ddemers@gilacountyaz.gov) or call 928-4024219.

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## QUOTE TABULATION FORM



GILA COUNTY

BID

TITLE:

Concrete, Post &amp; Beam, and Roof Construction

BID

DUE

NO.:

012220-1


DATE: February 6, 2020 - 11:00AM

	BIDDER FIRM NAME	BID AMOUNT	COMMENTS
	L A P Contracting (Kacy Parker) kcparker05@gmail.com 928-978-1657		emailed quote 01-22-20 emailed Addendum #1 01-24-20 emailed Addendum #2 01-24-20
	Black Mountain Enterprises (Gina) andson@suddenlink.net 928-978-2900		emailed quote 01-22-20 emailed Addendum #1 01-24-20 emailed Addendum #2 01-24-20
	Owens Brothers (Errol Owens) errolcowens@yahoo.com 928-978-1585		emailed quote 01-22-20 emailed Addendum #1 01-24-20 emailed Addendum #2 01-24-20
	ETC Builders (George Hill) ETCbuilders@gmail.com 928-978-0651		emailed quote 01-22-20 emailed Addendum #1 01-24-20 emailed Addendum #2 01-24-20
	1st Priority Builders (Tyler) 1stPrioritybuilders@gmail.com 928-978-1897		emailed quote 01-22-20 emailed Addendum #1 01-24-20 emailed Addendum #2 01-24-20
	Debco Construction (Don Wilfong) Debcoconstruction@gmail.com 928-474-1996		emailed quote 01-22-20 emailed Addendum #1 01-24-20 emailed Addendum #2 01-24-20
	Noble Building LLC (Byron Tanenhaus) Noblebuildingllc@yahoo.com 928-478-0059		emailed quote 01-22-20 emailed Addendum #1 01-24-20 emailed Addendum #2 01-24-20
	Amon & Sons (Jason Amon) jason.amon@hotmail.com 928-951-4266		emailed quote 01-22-20 emailed Addendum #1 01-24-20 emailed Addendum #2 01-24-20
	ADM Construction LLC (Dominic Masse) admrimcountry@gmail.com 928-978-7225		emailed quote 01-22-20 emailed Addendum #1 01-24-20 emailed Addendum #2 01-24-20

	<p>Drop Tine Construction (Cody O'Donnell)</p> <p>droptineconstructionllc@yahoo.com</p> <p>928-910-2542</p>		<p>emailed quote 01-22-20</p> <p>emailed Addendum #2 01-24-20</p>
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## EXHIBIT "K"

R A N K I N G	<b>BID RESULTS</b>  <b>GILA COUNTY</b>		<b>BID</b> <b>TITLE:</b> <u>Concrete, Post &amp; Beam and Roof Construction</u> <b>BID</b> <b>DUE</b> <b>NO.:</b> <u>012220-1</u> <b>DATE:</b> <u>02/06/20 11:00 A.M.</u>	
	BIDDER FIRM NAME		BID AMOUNT	COMMENTS
	1	LAP Contracting	\$98,907.00	
	2	Amon and Sons Construction LLC	\$47,512.00	Option #1
	3	Amon and Sons Construction LLC	\$58,289.00	
	4	Amon and Sons Construction LLC	\$59,400.00	Option #2
	5			
	6			
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	9			
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**ARF-5949**

**Regular Agenda Item 4. E.**

**Regular BOS Meeting**

Meeting Date: 03/24/2020

Submitted For: Homero Vela, Assistant County Manager

Submitted By: Homero Vela, Assistant County Manager

Department: Assistant County Manager

Fiscal Year: FY19-20 and FY20-21      Budgeted?: Yes

Contract Dates March 24-2020 -      Grant?: Yes

Begin & End: March 23 2021

Matching Yes      Fund?: New

Requirement?:

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Information

Request/Subject

Update the Board on ongoing planning efforts to develop and document a strategic broadband plan for Gila County and to request Board approval of the Grant Agreement (Award No. RBDG20-B-02).

Background Information

On October 15, 2019, the Board of Supervisors authorized the submittal of the FY2020 Arizona Rural Broadband Development Grant (RDBG) Application to the Arizona Commerce Authority in support of the development of a Countywide strategic broadband plan. The Arizona Commerce Authority has reviewed the application and awarded Gila County a \$50,000 planning grant. The grant awards were announced on January 10, 2020, and the award packet has been recently made available.

The grant is contingent on \$15,000 of matching funds from Gila County and an in-kind contribution of \$10,000. The FY19/20 Gila County Budget includes funding to support the matching funds and the in-kind contribution will be satisfied by staff participation (value of time spent) in the planning process.

The grant deliverables are:

- A conceptual design for a fiber network to a home or business within the boundaries of Gila County that includes open access to all interested ISPS, allowing choice and competition.

- A network design that utilizes the latest network management and virtualization technology.
- Provide a cost breakdown based on the design and specification of inside and outside plant equipment
- Conduct preliminary and subsequent surveys to assess the current level of broadband services and determine the market for a network with advance capabilities.
- Develop a project plan based on risk mitigation and market take-rate.
- Prepare financial Pro-forma (financial reports based on assumptions/plans) for the construction period and first year of operation.
- Assist with community engagement and customer acquisition.

The goal is to provide affordable, universal broadband on a Countywide basis via a robust, smart and future proof network – to both businesses and residents.

### Evaluation

The Board has previously approved a contract with EntryPoint Networks to help satisfy the grant deliverables. The grant will help fund this expenditure. The grant also provides for additional monies to help fund network design as needed.

Gila County has shared the scope of the broadband plan with various cities and town councils, including the Town of Payson, Town of Miami, City of Globe, and Star Valley. Plans are underway to visit with Hayden and Winkelman. All the municipalities visited thus far have agreed to participate in the planning process. The grant funding will allow Gila County to examine, research, review, develop and document the most appropriate broadband network for our area.

### Conclusion

The current Internet Service Providers do not have a redundant or reliable broadband network. The deficient network poses a daily risk to disrupt business continuity and is a significant barrier to new business development in the County. The development of the strategic broadband plan is the first step in implementing a fiber-optic network for Gila County which would improve connectivity for homes and businesses and strengthen economic growth.

### Recommendation

Staff recommends that the Board of Supervisors approve the FY2020 Arizona Rural Broadband Development Grant Agreement (Award No. RBDG20-B-02). The grant will provide funding to help Gila County and the municipalities to work together to develop a regional strategic broadband plan.

Suggested Motion

Information/Discussion/Action to accept the FY2020 Arizona Rural Broadband Development Grant in the amount of \$50,000 from the Arizona Commerce Authority and authorize the Chairman's signature on the Grant Agreement (Award No. RDBG20-B-02). **(Homero Vela)**

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Attachments

Grant Agreement (Award # RBDG20-B-02)

Award Letter

Grant Application

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# GRANT AGREEMENT

**Award: RBDG20-B-02**

Grantee Name:	Gila County	FEIN:	86-6000444
Award Number:	RBDG20-B-02	Award:	\$50,000
Project Contact:	Homero Vela	Title:	Assistant County Manager
Phone Number:	(928) 402-8504	Email:	<a href="mailto:hvela@gilacountyaz.gov">hvela@gilacountyaz.gov</a>
Authorized Alternate:	Mary Springer	Alt's Title:	Finance Director
Alt's Phone:	(928) 402-8516	Alt's Email:	<a href="mailto:mspringer@gilacountyaz.gov">mspringer@gilacountyaz.gov</a>

This Rural Broadband Grant Agreement (the "Agreement"), entered into and is effective as of the date of the later party's execution hereof (the "Effective Date") by and between the Arizona Commerce Authority, an agency of the State of Arizona (together with its successors and assigns, the "ACA") and Gila County (together with its successors and assigns, the "Grantee"). The ACA and the Grantee may individually be referred to as a "Party" or collectively as the "Parties."

## I. RECITALS

- Pursuant to 2019 AZ HB2747 §130, the Arizona Commerce Authority ("ACA") has established the FY2020 Arizona Rural Broadband Development Grant A and B Program (the "RBDG A&B" or "Program").
- The RBDG A&B is a competitive grant program designed to help rural Arizona communities establish and accelerate the enhancement of broadband infrastructure that strengthens their capacity and competitiveness for economic growth and thereby ultimately improves economic conditions and quality of life in rural Arizona. The grant is divided into two types:
  - RBDG-A is intended to partially fund the establishment and accelerate broadband infrastructure construction projects that will enhance the speed, redundancy and reach of high-speed internet at reasonable cost to consumers.
  - RBDG-B is intended to partially fund broadband planning activities that will serve as the basis for future broadband infrastructure buildout.
- On September 19, 2019 the ACA issued Request for Grant Applications ("RGA"), which defined the terms and conditions of the Program, seeking grant applications for qualified projects.
- In reliance upon the representations and certifications contained in the Grantee's RBDG-B Grant Application October 28, 2019 (the "Grant Application"), the ACA has approved an award of funds to Grantee to carry out the broadband project presented in its Grant Application (the "Project"), said funds to be expended by Grantee in conformity with the requirements and provisions provided herein.
- The terms of this Agreement may be amended only pursuant to a mutually executed agreement of the Parties.

## II. AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, conditions, representations and warranties herein contained, and for other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

- The Recitals set forth above are a true and accurate representation of the relationship between the Parties and are hereby incorporated in their entirety as though fully set forth herein.
- Award.**
  - The ACA agrees to provide grantee with funds in the amount of \$50,000 (the "Grant") under the Program to be used for the purposes of funding the Project.
  - Grantee agrees to use the Grant only for the approved Project in accordance with the provisions of this Agreement.
- Grant Documents.** This Agreement incorporates and includes information from both the Program and Grant Application. Wherever there is conflict amount any of two or three of (i) this document, (ii) the Grant Application, and (iii) the Program, this document shall prevail over the Program and the Grant Application, and the Program shall prevail over the Grant Application.

# GRANT AGREEMENT

**Award: RBDG20-B-02**

- 4) **Project Implementation/Term.** The Grant is conditioned upon the Project being implemented substantially in conformance with the description of the Project in the Grant Application, including without limitation the budget, schedule, and Grantee's cash match. With respect to the schedule, the Project must be complete within twelve (12) months following the Effective Date of this Agreement ("Project Term").
- 5) **Scope of Project.** Grantee agrees to perform the work associated with the Project as further described within *Attachment A: Project Summary* ("Attachment A").
- 6) **Reimbursements of Grantee.** Subject to the terms and provisions of this Agreement, Grant funds will be paid on a reimbursement basis for the costs incurred by Grantee that comply with the guidelines set forth within *Attachment B: Awards* ("Attachment B"). Grantees will have thirty (30) calendar days following the close of the Project Term to submit their final reimbursement request.
- 7) **Program Reports/Outcome Tracking.** Grantee shall report on the progress of the project as provided in *Attachment C: Reporting* ("Attachment C").
- 8) **Contractor Disclosure Form.** Grantee must provide a Contractor Disclosure Form for each vendor utilized for eligible project costs within the Project Budget (reference Attachment B) in order for the resulting expenses to be eligible for reimbursement to the Grantee. A copy of all contracts with vendors for approved project costs may be required by the ACA.
- 9) **Grantee Compliance with Administration Requirements.** Notwithstanding any other provision described herein, a Grantee's failure to (i) submit required reporting when due, (ii) to provide a Contractor Disclosure Form for any vendor utilized, (or (iii) to perform any other material obligation provided herein will result in withholding of payment under the Agreement or other sanction (including liability for repayment of RBDG-B funds and/or restrictions on eligibility for future RBDG-B funding) unless such failure is demonstrated to arise due to causes beyond the control and without the fault or negligence of the Grantee.
- 10) **Right to Assurance.** If the ACA in good faith has reason to question Grantee's intent to perform (including if Grantee fails to provide one or more required report(s) on a timely basis), the ACA may demand that Grantee furnish adequate written assurance of its intent to perform. In the event that a demand is made in writing and adequate written assurance fails to be provided within ten (10) calendar days of the demand, the ACA may treat such failure as an anticipatory repudiation of this Agreement.
- 11) **Default – Termination.** The occurrence of one or more of the following events shall constitute an "Event of Default" for purposes of this Agreement.
  - a. A material inaccuracy or omission of fact in Grantee's Application; or
  - b. The submission of materially inaccurate or fraudulent data by Grantee in connection with any request for reimbursement made pursuant to this Agreement;
  - c. The failure by Grantee to comply with any material agreement or obligation required to be performed by Grantee pursuant to this Agreement (including the failure to submit requests for reimbursement on a timely basis) which is not cured within ten (10) calendar days after notice by the ACA; provided, however, that unless otherwise expressly authorized in writing by the ACA, such right to cure shall not apply in connection with any failure to submit a final request for reimbursement on or before the last day of the Agreement as defined by item 4 above;
  - d. The occurrence of any other event specified in this Agreement authorizing cancellation of the Agreement by the ACA. Upon the occurrence and during the continuation of an Event of Default, the ACA shall be authorized to adjust or terminate disbursements or further disbursements pursuant to this Agreement and/or demand repayment of all prior disbursements.
- 12) **Cancellation for Conflict of Interest.** [This Agreement is subject to cancellation for conflict of interest as provided in A.R.S. § 38-511, which is hereby fully incorporated herein by this reference as if the same as if fully set forth in this Agreement.](#)
- 13) **Cooperation with the ACA.** Grantee authorizes and gives full consent to the ACA to copyright, publish, reproduce, promote or otherwise use its appearance, company brand, company images, testimonials and any other pertinent information in any manner, in any format or for any promotional/advertising purpose, including without limitation for public exhibits, displays, publications, art, website and advertising.

# GRANT AGREEMENT

**Award: RBDG20-B-02**

14) By Grantee's signature below, Grantee certifies to the following:

- a. The Grantee shall not discriminate against any employee or contractor for employment in violation of Federal Executive Order 11246, State Executive Order 99-4 or A.R.S. §§ 41-1461 through 1465.
- b. Grantee warrants compliance with all federal immigration laws and regulations relating to employee and warrants compliance with A.R.S. § 23-214. A breach of grantee's warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of this Agreement and the ACA, in such event, may terminate this Agreement.
- c. Grantee has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.

**GRANTEE:**

**ARIZONA COMMERCE AUTHORITY:**

By \_\_\_\_\_  
Print \_\_\_\_\_  
Its \_\_\_\_\_  
Date \_\_\_\_\_

By \_\_\_\_\_  
Print \_\_\_\_\_  
Its \_\_\_\_\_  
Date \_\_\_\_\_

**ATTACHMENT A: PROJECT SUMMARY**

**1. Project Name**

Gila County Strategic Plan & Network Design for Broadband

**2. Brief Project Description**

The main objectives of the Gila County Strategic Plan & Network Design for Broadband include the following:

- Develop a strategic plan to provide affordable, reliable, universally available fiber-optic based broadband to as many, if not all, areas of Gila County. The strategic plan would incorporate the following:
  - Utilize a Broadband Improvement District to lease or build-out the fiber optic infrastructure. The Broadband Improvement District would act as a utility and own the fiber network.
  - Manage the fiber optic infrastructure but make it available to all interested Internet Service Providers (ISPs).
  - Both residential and commercial property owners would be offered the option to opt-in to the Broadband Improvement District, investing in their property by adding fiber connectivity.
  - The infrastructure cost to the first, middle and last mile of the fiber optic network would be funded by the property owners who elect to opt-in. They would be offered financing options, including:
    - Financing via an improvement district concept where a tax-based bond would be used to distribute the cost over a period of 20 years.
    - Upfront lump-sum payment
- Develop a next generation Open Access network design
  - Allow all interested ISPs the use of the network to offer services, increasing competition and lowering cost.
  - Utilize active network design to allow users the flexibility to change providers digitally without disruption of services.
- Develop a conceptual network footprint for Gila County and specify inside plant and outside plant equipment for the Open Access network to determine the cost of the infrastructure.
- Determine a monthly network operation fee.
- Develop community engagement plan and take rate.
- Determine the feasibility of the Broadband Improvement District utilizing cost, fees and community interest.

NOTE: Reference Grant Application for further information.

**3. Projected Outcomes**

Total number of communities to be served	5.0
Total number of households to be served	15,243
Total population to be served	53,597
Total businesses to be served	4,016
Total number of anchor institutions to be served	27

**ATTACHMENT B: AWARD**

**1. Award Amount**

\$50,000

**2. Project Budget**

Eligible Project Costs	Budget
Strategic Plan – Consultant	\$15,000
Network Plan – Consultant	\$50,000
<i>Total Eligible Project Costs</i>	<i>\$65,000</i>
Other Costs Ineligible for Reimbursement	Budget
County Project Coordination	\$10,000
<i>Total costs ineligible for reimbursement</i>	<i>\$10,000</i>
<b>Total Project Costs</b>	<b>\$75,000</b>

**3. Funding Allocation**

Funding for Eligible Costs	Budget
Grant Award	\$50,000
Match Contributions	\$15,000
<i>Total Funding for Eligible Costs</i>	<i>\$65,000</i>
<i>Match Percent of Total Eligible Project Costs</i>	<i>23%</i>
Other Funding for Costs Ineligible for RBDG-B Reimbursement	Budget
Grantee Contributions	\$10,000
<i>Total funding for ineligible costs</i>	<i>\$10,000</i>
<b>Total Project Funding</b>	<b>\$75,000</b>

**4. Reimbursement Requests**

Reimbursement Requests for eligible project costs incurred during the term of this Agreement must be completed using the RBDG Reimbursement Request Form. Reimbursement Requests must be completed and signed by the Grantee Project Contact or Authorized Signatory named on the first page of this Agreement.

Reimbursement requests must be submitted by the Grantee to the ACA no more frequently than monthly and are encouraged to be made in conjunction with Progress Reporting. The final reimbursement request must be submitted within thirty (30) calendar days following the close of the Project Term. Requests must be made on forms provided by the ACA and must include all information and attachments required by such forms, including but not limited to copies of invoices paid and evidence of payment.

All costs reflected in the requests for reimbursement must have been projected in the Project Budget section of *Attachment B: Award* of this Agreement.

The ACA reserves all rights to request additional information to confirm that requested reimbursements are appropriate under this Grant Agreement.

**5. Changes to Project Budget**

Should the Grantee identify one or more changes that need to be made to the Project Budget, the information must be presented to the ACA for review. Changes to the Project Budget must be approved by the ACA prior to any reimbursement request that includes those changes. ACA approval may be granted, withheld, or delayed in the sole discretion of the ACA.

**6. Ineligible Costs**

Project-related costs that will not be funded by the Program include, but are not limited to:

- Costs of construction;
- Contingency fees;
- Network or company acquisitions;
- Sales and marketing; or
- Permit fees, however, the equivalent costs of waived permit fees may be included as part of Grantee's match contributions under this Agreement.



**ATTACHMENT C: REPORTING**

**1. General Requirements**

- a. Grantee shall provide quarterly progress reports and outcomes reports as further described below.
- b. All reporting must be completed utilizing the ACA-provided reporting form(s).
- c. The reports must contain all information as deemed necessary by the ACA.
- d. The ACA will track project outcomes relative to goals based on these reports.
- e. Grantee shall provide annual outcome reports for three (3) years following the completion of the project.

**2. Quarterly Progress Reports**

During the term of the Agreement, Grantee will submit a Quarterly Progress Report (the “RBDG-B Quarterly Report”) to the ACA that sets forth updates on performance measures outlined in the Grant Application. These reports are due to the ACA not later than twenty (20) calendar days after the close of each calendar quarter.

**a. Required Components**

The quarterly statements will contain, but are not limited to, the following items:

- Provide an overall summary of the status of the project.
- Is the project timeline progressing as planned? *An updated Gantt chart may be provided as evidence.*
- If the timeline is delayed, please explain the obstacles/cause of the delay(s). *A new estimated timeline will be required.*
- Are there any changes to the Project Budget described in Attachment B herein?<sup>1</sup>
- Are there any changes to the expected outcome as described within your proposal?
- List consultant(s) hired
- Total funds spent this quarter
- Total funds spent to date
- Consultant final report delivered? Provide a copy of the final report to the ACA.
- If this is the final quarterly report of the project, please provide feedback on how the ACA could improve the RBDG A&B program in the future.

**b. Project Budget Update<sup>1</sup>**

- Grantee will update the project budget table within the RBDG-B Quarterly Report to reflect the Grant project's current progress. The table includes the budgeted amounts from this Agreement. The Grantee will provide actual amounts that reflect actual costs or funding amounts up to the end of the reporting period for that Quarterly Progress Report.
- Grantee will identify any requested changes to Eligible RBDG-B Project Cost line items, Budget Amounts, and/or other project costs not eligible for RBDG-B funding. Consent regarding such changes may be granted, withheld, or delayed in the sole discretion of the ACA.
- Grantee will identify any requested changes to Cash Match Contributions including, but not limited to: source, timing, and amounts. Consent regarding such changes may be granted, withheld, or delayed in the sole discretion of the ACA.

**c. Quarterly Due Dates**

- January – March ..... Due: May 20
- April – June ..... Due: July 20
- July – September ..... Due: October 20
- October – December .... Due: January 20

<sup>1</sup> Reference Attachment B, “Changes to Project Budget” herein for information about changes to the Project Budget.

### **3. Project Outcome Report**

For a period of 36 months after project completion, an annual outcome report (the “RBDG-B Annual Report”) will also be required. This report will include, but not be limited to the following information:

- How are you taking the info gathered from the RBDG-B project and how is that being translated into a shovel ready project?
- Are you utilizing all the recommendations? Will you be making changes? Moving forward with none of the recommendations but instead still moving forward with an alternate plan? Describe.
- What grant(s) and/or other funding sources will you be applying for based on the recommendations of the report generated by the RBDG-B project?
- Have you started to seek funding for your project? Have you already secured funding? If so, please describe.
- Have you identified a carrier(s) to act as your technical broadband partner in your expansion plan? If yes, please list.

Project Outcome Reports will be due on June 1 of each year after close of the Project Term.

Sent Via Email

January 10, 2020

Homero Vela  
Assistant County Manager  
Gila County  
[hvela@gilacountyaz.gov](mailto:hvela@gilacountyaz.gov)

Subject: FY20 RBDG-B Grant Notice

Dear Mr. Vela,

Thank you for submitting your application for the Fiscal Year 2020 Arizona Rural Broadband Development Grant ("RBDG"). We are pleased to inform you that Gila County has been selected to receive an RBDG-B grant award in the amount of \$50,000 from the Arizona Commerce Authority for the Gila County Strategic Plan & Network Design for Broadband Project.

We will be sending you an Award Packet (electronically) that will include:

- RBDG Grant Agreement ("Agreement")
- ACA Substitute W-9 and Vendor Authorization Form ("Vendor Authorization Form")
- RBDG Contractor Disclosure Form

Following your review of the Agreement, the ACA will furnish the final version electronically for execution. Grantee must be capable of executing the Agreement within sixty (60) days of this Award Notice. Furthermore, the Vendor Authorization Form will be required in order to add the grantee to the ACA's accounting system. If you have any trouble opening it, a copy can be found on our website here: <http://www.azcommerce.com/about-us/public-notices/>.

The grant term will begin upon final execution of the Agreement. Following this, the ACA will provide all applicable reporting and reimbursement forms. Please be advised that reimbursements will be made only for work conducted/completed during the term of the grant. The ACA will be issuing a press release before close of business today announcing the grant awardees. We ask that you refrain from any public statement until after the press release has been issued. We will be sure to include you in the announcement distribution.

You may direct questions to Teri Orman at (602) 845-1245, [terio@azcommerce.com](mailto:terio@azcommerce.com).

Regards,



Teri Orman  
Grants and Procurement Manager  
Arizona Commerce Authority

cc: Jeff Sobotka, VP & State Broadband Director

**Tom de C. Martin, District I**  
610 E. Hwy 260, Payson, 85547  
(928) 402-8753  
(800) 304-4452, ext. 7100  
[tmartin@gilacountyaz.gov](mailto:tmartin@gilacountyaz.gov)

**Tim R. Humphrey, District II**  
(928) 425-3231  
[thumphrey@gilacountyaz.gov](mailto:thumphrey@gilacountyaz.gov)

**Woody Cline, District III**  
(928) 402-4401  
[wcline@gilacountyaz.gov](mailto:wcline@gilacountyaz.gov)



## GILA COUNTY

**From the Office of:  
James Menlove  
County Manager**

**James Menlove,  
County Manager**  
(928) 402-4257  
[jmenlove@gilacountyaz.gov](mailto:jmenlove@gilacountyaz.gov)

**Marian Sheppard,  
Clerk of the Board of Supervisors**  
(928) 402-8757  
[msheppard@gilacountyaz.gov](mailto:msheppard@gilacountyaz.gov)

Oct. 28, 2019

Sandra Watson  
President and CEO  
Arizona Commerce Authority  
100 N. 7<sup>th</sup> Avenue, Suite 400  
Phoenix, AZ 85007

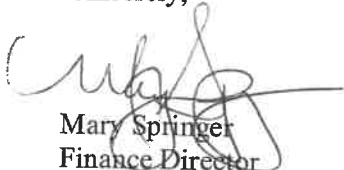
Dear Ms. Watson:

Gila County is requesting \$50,000 from the Arizona Commerce Authority to develop a strategic plan and network design for affordable and reliable fiber optic-based broadband that is available to all residences and businesses in the county. Located in the heart of the state, Gila County has some of most beautiful and historically significant communities in Arizona, but its economy and population growth are stagnant, and the lack of fast, reliable Internet is a contributing factor. Research by economist Brian Whitacre of Oklahoma State University shows that access to residential broadband helps improve rural economies by increasing income, lowering unemployment rates and creating jobs. It also plays a vital role in education for all ages.

The purpose of the Broadband plan is to develop a plan and model to allow Gila County to provide an open fiber optic network to all property owners. The network would be funded by a Broadband Improvement District and would be open to all Internet service providers, encouraging competition and, thus, more affordability for its users.

The Gila County Board of Supervisors is enthusiastic about this project because they understand how beneficial such access would be for the health and vitality of all aspects of their communities. Thank you for your consideration of our request. Please feel free to contact me at 928-402-8516 with any questions you might have.

Sincerely,

  
Mary Springer  
Finance Director  
Gila County

# ARIZONA

COMMERCE AUTHORITY

## FY2020 Rural Economic Development Grant (RBDG A/B) Application Form

### APPLICANT INFORMATION

Organization Name	Gila County
Entity Type	<input type="checkbox"/> Arizona incorporated city or town with a population less than 150,000 and not contiguous with or situate within a Metro Area <input checked="" type="checkbox"/> Arizona county with a population less than 750,000 <input type="checkbox"/> Federally recognized Indian tribe situated in Arizona not contiguous to an urban area <input type="checkbox"/> For Profit Enterprise <input type="checkbox"/> Non-Profit Enterprise
FEIN	86-6000444
Mailing Address	1400 E Ash Street Globe, AZ 85501
Website	www.gilacounty.gov

**Grant Application Contact:** The contact person for clarifications and communications regarding the Grant Application.

Name	Homero Vela		
Organization	Gila County		
Title	Assistant County Manager		
Mailing Address	745 N Rose Mofford Way Globe, AZ 85501		
Phone Number	928-402-8504	Email	hvela@gilacountyaz.gov

**Co-Sponsor:** The person authorized to sign the contract and any amendments on behalf of the Applicant in the absence of the principal authorized signatory named above.

Name	Mary Springer		
Organization	Gila County		
Title	Finance Director		
Mailing Address	1400 E Ash Street Globe, AZ 85501		
Phone Number	928-402-8516	Email	mspringer@gilacountyaz.gov



# ARIZONA

COMMERCE AUTHORITY

## PROJECT INFORMATION

Project Name Gila County Strategic Plan & Network Design for Broadband

Project Type ☐ RBDG-A ☒ RBDG-B

### Brief Project Description

Only 66% of the population in Gila County has access to wired (DSL, Cable and Fiber) broadband Internet, compared to 92% of Maricopa County's population. That disparity - in a world that depends on fast, dependable connectivity for public safety, business, education, communication, healthcare and social networking - has a negative effect on healthy growth in all aspects of life. Any outage to the current network can have a local and even regional count impact and last from hours to days. The purpose of the Gila County Strategic Plan & Network Design for Broadband is to:

- Assess the County's current broadband conditions and needs;
- Develop a strategic plan to provide fiber optic countywide to Gila County;
- Develop a strategic broadband plan providing fiber to the home/business county-wide that utilizes an open fiber infrastructure available to any interested internet service provider and users;
- Develop a schematic based network design for the middle- and last-mile buildouts in sufficient detail to determine associated costs;
- Analyze the Internet market, conduct surveys and determine market readiness for fiber to the homes/businesses for Gila County where:
  - Users may opt in to use the fiber network
  - Users will pay for initial cost to link up to the service
  - An improvement district financing mechanism will be made available to the users to fund the initial investment
- Review the existing legal authority that counties or cities may have to create the fiber optic infrastructure utility and as needed prepare proposal to allow Gila County the authority to own and manage a fiber optic infrastructure that is open to all interested ISPs and users.

## Project Budget

Total Eligible Project Costs	75,000
Total Ineligible Project Costs	
Total Project Costs	75,000
Amount of RBDG A/B Grant Funds Requested	50,000
Total Match Contributions for Eligible Costs	15,000
Match Percent of Total Eligible Costs	23.8%
Total Other Funding for Ineligible Costs	10,000
Total Project Funding	75,000

## Projected Project Outcomes (36 months after project completion-RBDG A)

Total miles of fiber/coax deployed (if applicable)	
Total number of communities served	
Total population served	

# ARIZONA

COMMERCE AUTHORITY

Total businesses served

Total number of anchor institutions served

**Projected Project Outcomes (12 months after project completion-RBDG B)**

Total number of communities to be served

5

Total number of households to be served

15,243

Total population to be served

53,597

Total businesses to be served

4,016

Total number of anchor institutions served

27+

**AFFIRMATION**

As the authorized representative of the Applicant, I certify under penalty of perjury that the information contained herein and attached hereto is true and correct according to the best of my knowledge and belief after a reasonable investigation of the facts

**Authorized Representative**

Signature

Printed Name

Homero Vela

Title

Assistant County Manager

Date

10/28/2019

**Co-sponsor (if applicable)**

Signature

Printed Name

Mary Springer

Title

Finance Director

Date

10/28/2019



## **Gila County Strategic Plan & Network Design for Broadband Project Narrative**

### **Project Description and Timeline – Infrastructure Matters**

The main objectives of the Gila County Strategic Plan & Network Design for Broadband include the following:

- Develop a strategic plan to provide affordable, reliable, universally available fiber-optic based broadband to as many, if not all, areas of Gila County. The strategic plan would incorporate the following:
  - ✓ Utilize a Broadband Improvement District to lease or build-out the fiber optic infrastructure. The Broadband Improvement District would act as a utility and own the fiber network.
  - ✓ Manage the fiber optic infrastructure but make it available to all interested Internet Service Providers (ISPs).
  - ✓ Both residential and commercial property owners would be offered the option to opt-in to the Broadband Improvement District, investing in their property by adding fiber connectivity.
  - ✓ The infrastructure cost to the first, middle and last mile of the fiber optic network would be funded by the property owners who elect to opt-in. They would be offered financing options, including:
    - Financing via an improvement district concept where a tax-based bond would be used to distribute the cost over a period of 20 years.
    - Upfront lump-sum payment
- Develop a next generation Open Access network design
  - ✓ Allow all interested ISPs the use of the network to offer services, increasing competition and lowering cost.
  - ✓ Utilize active network design to allow users the flexibility to change providers digitally without disruption of services.
- Develop a conceptual network footprint for Gila County and specify inside plant and outside plant equipment for the Open Access network to determine the cost of the infrastructure.
- Determine a monthly network operation fee.
- Develop community engagement plan and take rate.
- Determine the feasibility of the Broadband Improvement District utilizing cost, fees and community interest.

### **Why the project is needed**

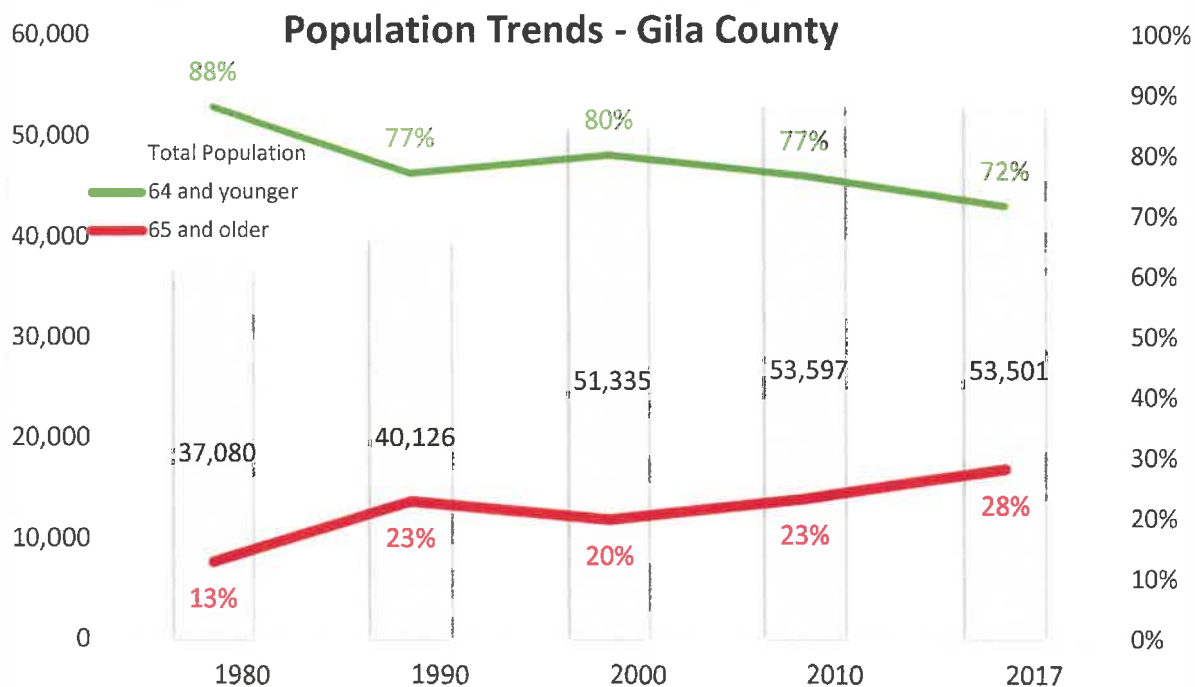
Rural areas in Arizona lag behind urban areas in economic vitality. This is remarkably evident in Gila County. Broadband services offered via satellite and copper medium are usually slow – often not meeting the 25/3 Mbps broadband requirements and are expensive because of the limited Internet service providers. Fiber optic cable-based Internet service providers typically first satisfy anchor

# ARIZONA

## COMMERCE AUTHORITY

opportunities and then ignore homes and small business in rural areas because of the higher cost of providing infrastructure to reach the rural customers. The absence of competition and the higher costs associated to providing broadband service may result in significant rural areas never enjoying the connectivity benefits that urban areas enjoy.

Population growth from 2010 to 2017 in the State of Arizona was 10% compared to a negative growth for Gila County in the same time-frame. 2017 data (see chart below) also shows that 28% of the population in Gila County is 65 years or older compared to the Arizona average of 17%. The absence of an affordable, robust and reliable Internet network has contributed to these trends and will result in the deterioration of these trends in the future.



In today's economy, to compete for job creation and population growth, a robust broadband network is required. A "do-nothing" approach on the part of Gila County will result in a downward spiral for health care, education opportunities and economic development. This will impact the overall sustainability of our community and result not only in depopulation but a loss of generations of home-grown talent.

### How the proposed project addresses those needs

This project would develop a model and plan to allow Gila County and other rural counties and cities to provide an open fiber optic network to all property owners, funded by the Broadband Improvement District mechanism, open to all interested Internet service providers - which would increase competition in offering affordable broadband service.

### Number of community anchor institutions served

# ARIZONA

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The fiber optic network would be available to all anchor institutions in Gila County, and 27-plus schools, courthouses and hospitals have been identified. Gila County is committed to participating as the first anchor institution. As the plan's feasibility is rolled out it is expected that many, if not all, of the cities and towns in Gila County would be connected to the network. The Gila County Strategic Plan & Network Design for Broadband will help determine this information.

### Number of households served

The objective is to serve all populated areas of Gila County, and the number of households is estimated at 15,243. The Gila County Strategic Plan & Network Design for Broadband will help provide this information.

### Number of businesses served

The network will be available to all businesses in Gila County, and the Gila County Strategic Plan & Network Design for Broadband will help determine the business take rate.

### Total population served

The Gila County Strategic Plan & Network Design for Broadband will help determine what percentage of the population will be served, but the total population that would benefit from this project would be 53,597.

### The anticipated economic development benefit achieved by construction of improvements

In recent years, Gila County has lagged behind the state of Arizona's growth rate. The Arizona Department of Administration, Office of Employment and Population provided the following statistics forecasting population changes thru 2055. The state as whole and Maricopa County have projected growth rates of 48% and 49%, respectively. Many of the rural counties will experience negative or negligible growth.

#### ARIZONA STATE AND COUNTY POPULATION PROJECTIONS: 2018 TO 2055

Year	Arizona	Apache County	Cochise County	Coconino County	Gila County	La Paz County	Maricopa County	Navajo County
2018	7,076,200	73,300	130,300	145,600	54,900	21,900	4,294,500	112,700
2055	10,504,500	63,200	130,400	163,100	53,300	21,900	6,414,100	115,200
	48%	-14%	0%	12%	-3%	0%	49%	2%

AZ Department of Admin, Office of Employment & Population Statistics, 12/28/2018

The forecast is for Gila County to undergo a negative population growth of 3%. A broadband-rich community in Gila will help change this forecast driving job growth and population growth.

### Total miles of fiber to be installed

The Broadband plan will develop the proposed fiber network and the associated mileage.

### Location of new fiber (aerial, underground or both?)

It is expected that new fiber will be both aerial and underground. The network design will provide mileage for each.





**Stated commitment to operate and maintain the network for a minimum of five (5) years upon completion of the improvements**

Gila County's commitment is to create an Improvement District under the supervision of the county that would operate and maintain the network indefinitely.

**The intended uses of the RBDG B funds in respect to planning**

The funds will be used to hire consultants to work with Gila County to develop the Strategic Plan and the Network Design for the Broadband infrastructure. The provisioning process would comply with State of Arizona and Gila County procurement requirements, and the consultant would need to show evidence of experience and competence in providing similar services to other cities or counties.

**Timeline for completion of the infrastructure improvements**

The work will be performed using two consulting contracts:

1. Feasibility – Target Completion October 2020
2. Network Design – Target Completion December 2020

**Details of award match and plans if not funded**

The 23.8% match will be available upon award of the grant and will be used to fund consultants. There are no other sources other than the applicant responsible for a match. The Gila County Board of Supervisors unanimously approved the grant match at its Oct. 15, 2019, meeting.

Gila County is committed to developing a strategic plan to provide affordable and reliable fiber-optic based broadband to Gila County; developing a next generation Open Access network design; developing a conceptual network footprint for Gila County and specify inside plant and outside plant equipment for the Open Access network to determine the cost of the infrastructure; determining a monthly network operation fee; developing a community engagement plan and take rate, and determining the feasibility of the Broadband Improvement District utilizing cost, fees and community interest. If this project is not funded through the ACA, it will be a multi-year project and await funding availability.

**Project Description and Timeline – Development Matters**

The current ISPs in Gila County do not have a redundant or reliable broadband network, and, as a result, any outage to the current network can range geographically from a local to a regional impact. The duration may last from hours to days. An outage results in paralyzing all business activity that is dependent on Internet connectivity. Gila County has experienced three outages that have lasted more than eight hours. The first- and middle-mile fiber optic network that provides broadband service to Gila County poses a daily risk to business continuity and is a significant barrier to new business development for the County.

Even more importantly, in addition to the unreliable network, there is a well-documented "digital divide" between rural and urban areas for broadband access to small business and residential properties. The population density level of rural communities like Gila County do not provide the desired investment return for fiber and/or looped networks, and, therefore, broadband service is provided by a limited number of ISPs via non-redundant and unreliable networks. Only 66% of the population in Gila County have access to wired broadband Internet versus 92% for Maricopa County. Under the current business driver where the Internet Service Providers are motivated by return on investments it is not rationale to expect that rural areas will ever get to the connectivity parity of the urban areas in Arizona. The problem is that the interests of the Internet service providers are not aligned with the interests of the Internet consumers, and the current model does not offer any incentive to change.

# ARIZONA

## COMMERCE AUTHORITY

APS and CableOne plan to add additional fiber optic loops to the existing network, and this will help improve the reliability of the first and middle mile. A scenario where the Internet service providers who own the fiber optic network connect the most profitable users in the network – anchor institutions – and ignore the small businesses and home owners, however, is not a strategy to strengthen the capacity and competitiveness for economic growth and thereby ultimately will not contribute to improve economic conditions and quality of life in rural Gila County.

### **Project Approach**

- Work with City Attorney to establish legal authority for the County to operate broadband infrastructure.
- Develop Broadband Strategy.
- Conduct Market Analysis to clearly identify current average prices and speeds from the available carriers operating
- Provide comparison of available business models currently deployed in the U.S. including the incumbent model and successful / viable county broadband models.
- Develop Community Engagement Plan.
- Document community survey results.
- Specify Inside Plant and Outside Plant Equipment for the network for an Open Access Model
- Prepare RFP Template that can be used by Gila County for the Network Operations platform, Engineering, and Construction.
- Prepare Risk Analysis.
- Establish a projected Monthly Network Operations Fee for residents and businesses.
- Create Network Design for Fiber to the Business and Fiber to the Premise Network.
- Prepare Cost Breakdown for Network Materials
- Prepare Projected Cost Breakdown for Network Installation.
- Create Financial Pro-Forma based on Cost Structure.
- Establish a projected cost per premise based on a breakdown of all cost variables. Identify potential sources for construction financing and long-term financing.
- Determine the optimal legal structure for the project and the associated options for financing the network.
- Develop recommendations for Phase 1 (Pilot) including key considerations such as target subscriptions (Take-Rate), density characteristics, proximity to other city infrastructure, the strategic value of connectivity for the county in that area, etc.

# ARIZONA

COMMERCE AUTHORITY

## Project Budget

<b>Eligible Costs</b>	
Strategic Plan - Consultant	\$15,000.00
Network Plan - Consultant	\$50,000.00
Total Eligible Costs	\$65,000.00
<b>Ineligible Costs</b>	
County Project Coordination	\$10,000.00
Total Ineligible Costs	\$10,000.00
Total Costs	\$75,000.00

## Funding

RBDG B Funds Requested for Reimbursement	\$50,000.00
Eligible Match Contribution – Gila County - Cash	\$15,000.00
Match Percent of Total Contribution	23%
Ineligible Match Contribution – Project Coordination	\$10,000.00
Total Project Funding	\$75,000.00

## Documentation of Commitments

ARF-5710

Regular Agenda Item 4. E.

### Regular BOS Meeting

Meeting Date: 10/15/2019

Submitted For: Homero Vela, Assistant County Manager

Submitted By: Homero Vela, Assistant County Manager

Department: Assistant County Manager

### Information

### Request/Subject

FY 2020 Arizona Rural Broadband Development Grant Application

### Background Information

The Arizona Commerce Authority recently announced that grant funding will be made available through its Arizona Rural Broadband Development Grant. Grant applications must be submitted to the Arizona Commerce Authority by October 28, 2019. Gila County meets the criteria to apply for these grant funds.

The Arizona Rural Broadband Development Grant will be used to support planning and access for rural Arizona communities to broadband services. The \$3 million funding request by Governor Doug Ducey was approved by the Arizona State Legislature for the fiscal year 2020 budget.

### Evaluation

Gila County is going to apply for \$50,000 of Arizona Rural Broadband Development Grant funds. The Board of Supervisors needs to authorize the submittal of this grant application to the Arizona Commerce Authority.

# ARIZONA

## COMMERCE AUTHORITY

If a grant is awarded to Gila County, the Board will be requested to accept the grant at a future Board meeting.

If awarded, the Gila County Public Works Department will use the grant funds to conduct a countywide feasibility study to determine the necessity to and receptiveness of the public regarding the utilization of an improvement district to provide the following:

Reliable, affordable and redundant broadband network to the entire county

Fiber to individual homes and businesses

Open system for Internet Service Providers (ISP)

Internet Service Providers in Gila County do not currently have a redundant or reliable broadband network. As a result, any outages to the system could disrupt personal, business and government activity for unknown periods and hamper new business development and potentially put people's lives in jeopardy.

### Conclusion

The Arizona Rural Broadband Development Grant provides for a feasibility study to determine the need for a fiber-optic network for Gila County, which would improve connectivity for homes and businesses and strengthen economic growth.

### Recommendation

It is recommended that the Board authorize the submittal of a FY 2020 Arizona Rural Broadband Development Grant Application to the Arizona Commerce Authority in the amount of \$50,000 to create a feasibility study of broadband for Gila County.

### Suggested Motion

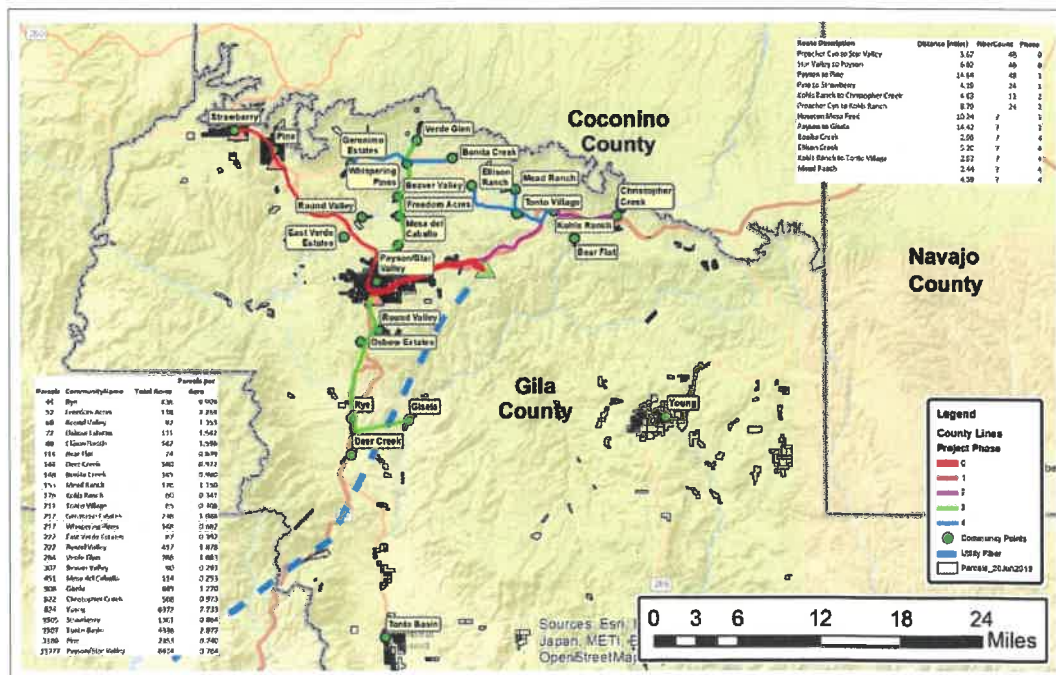
Information/Discussion/Action to approve the submittal of a FY 2020 Arizona Rural Broadband Development Grant Application to the Arizona Commerce Authority in the amount of \$50,000 to create a feasibility study of broadband for Gila County. (Homero Vela)

### Attachments

Arizona Rural Broadband Development Grant Announcement

### Map of the Route, Facility Sites and Surrounding Areas

Conceptual Plan for Fiber Network for Gila County



# ARIZONA

COMMERCE AUTHORITY

## Letters of Support

KYRSTEN SINEMA  
ARIZONA

317 HART BUILDING  
WASHINGTON, DC 20510  
(202) 224-4521

ARIZONA:  
3333 E. CAMELBACK RD., SUITE 200  
PHOENIX, AZ 85018  
(602) 698-7327

<http://sinema.senate.gov>

United States Senate

### COMMITTEES

BANKING, HOUSING, AND  
URBAN AFFAIRS

COMMERCE, SCIENCE, AND  
TRANSPORTATION

HOMELAND SECURITY AND  
GOVERNMENTAL AFFAIRS

VETERANS' AFFAIRS

SPECIAL COMMITTEE ON AGING

October 28, 2019

Sandra Watson  
President & CEO  
Arizona Commerce Authority  
100 N 7<sup>th</sup> Avenue, Suite 400  
Phoenix, AZ 85007

Dear Ms. Watson:

I write concerning Gila County's grant application to the Arizona Commerce Authority's for its FY2020 Rural Economic Development Grant. Their proposal supports the development of a strategic plan to provide affordable and reliable fiber optic-based broadband to its residents.

As a rural community of 55,000 Arizonans without reliable access to high speed internet, Gila County experiences slower economic development than other less rural Arizona counties. Residents want fiber-optic internet services because they provide a faster and more reliable connection than the satellite and copper based services currently available to them. Broadband companies regularly ignore rural communities like Gila County because of the costs necessary to provide services to rural customers. Speed and connectivity issues continue to discourage new businesses from moving to Gila County and minimize certain educational opportunities for residents necessary to sustain economic development. A Rural Economic Development Grant from the Arizona Commerce Authority will allow Gila County to develop an *Open Access* network design, engage with stakeholders at various levels, and better determine the feasibility of a *Broadband Improvement District*.

It is my honor to be a voice for Gila County in the United States Senate. I respectfully ask that you give this proposal full and fair consideration as you make this important decision. Thank you for your consideration.

Sincerely,



Kyrsten Sinema  
United States Senator

KS/IG/MC/DW/CL



# ARIZONA

COMMERCE AUTHORITY



Oct. 28, 2019  
Arizona Commerce Authority  
100 N. 7<sup>th</sup> Avenue, Suite 400  
Phoenix, AZ 85007

Dear Arizona Commerce Authority:

The City of Globe which serves over 7,500 residents would like to offer strong support for Gila County's application to the FY2020 Rural Economic Development Grant for the development of a strategic plan to provide affordable, reliable fiber optic-based broadband to the entire county. The plan would also include the following: a next-generation Open Access network design, a conceptual network footprint for Gila County, and the feasibility determination of a Broadband Improvement District and develop a community engagement plan.

As a rural county, Gila lags significantly behind urban areas of the state of Arizona in economic vitality. An Arizona Department of Admin, Office of Employment & Population Statistics study from December 2018 projects negative growth for many rural counties, including Gila, while urban counties see significant growth by the year 2055. Broadband services currently offered in Gila County through satellite and copper wiring are slow and often do not meet 25/3 Mbps broadband requirements. Even fiber-based Internet service providers focus on anchor opportunities while ignoring homes and small businesses because of the higher cost of providing infrastructure to reach rural customers. These speed and connectivity issues result in stagnation in business and educational opportunities, as well as discourage population growth.

Gila County is home to almost 55,000 people and boasts breathtaking beauty with its national forests, hiking trails and streams and lakes. It is also the receptacle of some of the state's most intriguing history, including that of Native Americans, ranching, mining and the Wild West.

The Gila County Strategic Plan & Network Design for Broadband would lay the groundwork for installation of fiber optics throughout the area, and that would attract new businesses and diversify the local economy. This is important in an area that – while beautiful and historically significant to the state of Arizona – remains stagnant in economic growth.

The City of Globe supports Gila County's grant request from the Arizona Commerce Authority and hopes for a favorable decision for its application.

Sincerely,

A handwritten signature in blue ink, appearing to read "Paul Jepson".

Paul Jepson  
City Manager  
City of Globe

**ARF-5965**

**Regular Agenda Item 4. F.**

**Regular BOS Meeting**

Meeting Date: 03/24/2020

Submitted By: Jacque Sanders, Deputy County Manager/Librarian

Department: Deputy County Mgr/Library District

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Information

Request/Subject

Resolution No. 20-03-04 - Renewal of Gila County's membership in the Arizona Local Government Employee Benefit Trust (AZLGEBT).

Background Information

The AZLGEBT is an employee benefits consortium that is open to eligible rural Arizona counties.

Formed effective July 1994, the Trust currently has six (6) member counties including Apache, Graham, Greenlee, Gila, La Paz and Santa Cruz. Each participating entity appoints two (2) Trustees to represent their entity with regards to Trust administration. Trustees meet on a quarterly basis to collectively administer medical, prescription drug, dental, vision, short-term disability and life insurance benefits for their employee populations.

Over the years, providing affordable health insurance has become a strenuous journey with many hurdles. The combination of strict budget constraints and rising health care costs has forced public entities to find innovative ways to maintain control of benefit costs while simultaneously providing employees competitive benefits. The AZLGEBT provides member entities with a way to maintain a greater degree of control over their employee benefits programs through the benefit of their collectively larger numbers. Benefits of AZLGEBT membership include:

- Enhanced financial security resulting from improved spread of risk over the larger group;
- enhanced bargaining power when purchasing benefits-related products and services;
- lower overhead for plan operations; and
- the ability to customize program offerings to meet specific needs and desires among the members

1) Gila County is currently a Participating Entity in the AZLGEBT and the County's current term of membership as a Participating Entity shall

expire on June 30, 2020.

2) Renewal of a Participating Entity's membership in the AZLGEBT requires approval by the AZLGEBT's Board of Trustees prior to the proposed effective date of such renewal, which was granted at the meeting of the AZLGEBT Board on February 14, 2020.

3) Once the AZLGEBT Board approval is received, the Participating Entity is required to approve a Membership Renewal Resolution authorizing the Participating Entity's membership for the designated Renewal Period.

4) The County's Board of Supervisors is required to re-appoint a Trustee and Alternate Trustee to serve as the County's representative on the AZLGEBT Board as of the effective date of the Renewal Period and until the appointment of a duly qualified successor.

### Evaluation

Participation in the AZLGEBT has been beneficial both for the covered employees and the County as a whole by providing affordable health insurance at a reasonable rate. The AZLGEBT provides opportunities for both a traditional co-pay plan as well as a high deductible health plan with a health savings account, along with vision and dental health plans. In addition, the AZLGEBT provides a robust Wellness Program and access to an Employee Assistance Program (EAP).

### Conclusion

Renewal of the County's membership in the AZLGEBT will serve the interests of the County and its employees.

### Recommendation

County Administration recommends that the Board of Supervisors authorize renewal of Gila County's membership in the AZLGEBT and appoint Trustees to serve during the renewal period.

### Suggested Motion

Information/Discussion/Action to adopt Resolution No. 20-03-04 authorizing the renewal of Gila County's membership in the Arizona Local Government Employee Benefit Trust (AZLGEBT) for the period commencing July 1, 2020, and terminating on June 30, 2023; and appointing W. James Menlove, Trustee, and Jacque Sanders, Alternate Trustee, to serve on the Board of Directors of the AZLGEBT from July 1, 2020, until the appointment of a duly qualified successor. **(Jacque Sanders)**





## **RESOLUTION NO. 20-03-04**

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA, AUTHORIZING THE RENEWAL OF GILA COUNTY'S MEMBERSHIP IN THE ARIZONA LOCAL GOVERNMENT EMPLOYEE BENEFIT TRUST AND APPOINTING TRUSTEES TO SERVE DURING THE RENEWAL PERIOD**

**WHEREAS**, Gila County ("the County") is currently a Participating Entity in the Arizona local Government Employee Benefit Trust ("the Trust"); and

**WHEREAS**, the County's current term of membership as a Participating Entity shall expire on June 30, 2020; and

**WHEREAS**, Section 14.02 of the Trust's Intergovernmental Agreement and Declaration of Trust designates a 3-year Membership Renewal Period for Participating Entities wishing to renew membership in the Trust; and

**WHEREAS**, renewal of a Participating Entity's membership in the Trust requires approval by the Trust's Board of Trustees (the "Trust Board") prior to the proposed effective date of such renewal; and

**WHEREAS**, the County requested that its membership be renewed, and such approval was granted at the meeting of the Trust Board held on February 14, 2020; and

**WHEREAS**, once Trust Board approval is received, the Participating Entity is required to approve a Membership Renewal Resolution authorizing the Participating Entity's membership for the designated Renewal Period; and

**WHEREAS**, the County's Board of Supervisors ("the Board of Supervisors") must appoint a Trustee and Alternate Trustee to serve as the County's representatives on the Trust Board as of the effective date of the Renewal Period and until the appointment of a duly qualified successor; and

**WHEREAS**, renewal of the County's membership in the Trust will serve the interests of the County and its employees;



**NOW, THEREFORE, IT IS RESOLVED AS FOLLOWS:**

1. The Board of Supervisors hereby authorizes the renewal of the County's membership in the Trust for the period commencing July 1, 2020, and terminating on June 30, 2023; and
2. The Board of Supervisors hereby appoints the following Trustees to serve on the Board of Directors of the Arizona Local Government Employee Benefit Trust from July 1, 2020 until the appointment of a duly qualified successor:

Trustee: W. James Menlove

Alternate Trustee: Jacque C. Sanders

**PASSED AND ADOPTED** this 24<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:

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

**ARF-5966**

**Regular Agenda Item 4. G.**

**Regular BOS Meeting**

Meeting Date: 03/24/2020

Submitted By: Jacque Sanders, Deputy County Manager/Librarian

Department: Deputy County Mgr/Library District

Fiscal Year: 2021

Budgeted?: Yes

Contract Dates July 1, 2010-June 30,

Grant?: No

Begin & End: 2021

Matching No

Fund?: Renewal

Requirement?:

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Information

Request/Subject

Establish employee contribution rates for employee and family coverage for FY 2021 for Arizona Local Government Employee Benefit Trust (AZLGEBT) plans.

Background Information

Gila County joined the AZLGEBT on July 1, 1999. The AZLGEBT provides medical, prescription, dental, vision, disability and life insurance coverage, as well as a wellness program for eligible Gila County employees and dependents. Over the past 22 years there have been various changes and modifications to the plan and to the County's responsibility for administering the plan. Changes in federal law along with increasing costs associated with changes in the industry, limited options in rural Arizona and specialty medications will continue to add layers of complexity to our administration of our self-insured trust.

In FY 2015, the AZLGEBT added a High Deductible Health Plan (HDHP), Health Savings Accounts (HSAs), and a buy-up dental plan. In FY 2016, AZLGEBT added a Flexible Spending Account (FSA) option to the plan. In FY 2017, the total cost of the health insurance premiums increased approximately 5.66%. In FY 2018, there was no increase in premiums; however, there was an increase in medical deductibles and co-pays. In FY 2019, there was a 10% increase in premiums, and in FY20 there was a 6% increase in premiums to cover the rising cost of claims to the AZLGEBT.

For FY2021, there will be no increase to premiums and no increases in medical deductibles or co-pays.

## Evaluation

For FY21, there will be no increase to premiums and administration for all member counties in the AZLGEBT.

Once again, open enrollment for the AZLGEBT plan will take place in May and will be a "passive enrollment" utilizing the web portal.

Employees who wish to change their benefit selections or add other options will be able to make those changes during open enrollment. The Human Resources (HR) Department will be providing information to all benefit eligible employees about open enrollment.

Other coverage changes are as follows:

- Dental coverage increase annual maximum from \$1,750 to \$2,000
- Life - transition from Mutual of Omaha to Securian- with a one time Voluntary Term Life opportunity during Open Enrollment (details on attachment).
- Wellness Program will transition from Fitbit to MoveSpring for activity challenges, and transition from Sweet Savings Diabetes to Livongo for diabetes management, pre-disease management and hypertension management

No changes in deductibles or medical and prescription co-pays.

Staff from Erin Collins and Associates (ECA) will be on site in Gila County on April 22nd in Payson and April 23rd in Globe for presentations prior to open enrollment to meet with employees and answer questions.

In addition, there will be onsite Health Fair Days for employees on May 6th in Payson and May 7th in Globe. Representatives from the various vendors and HR will be providing information and answering questions.

## Conclusion

Currently, the County subsidizes the premium costs at approximately 90% for single coverage and 75% for family coverage when the employee chooses to participate in the annual Health Risk Assessment (HRA). Without HRA participation, the County subsidizes the premium costs at 87% for single coverage and 74% for family coverage.

## Recommendation

Staff recommends the following for FY 2021:

- No increase to insurance premiums. Combined rates will remain flat for a total of \$81.50 per month for employee only coverage, and \$374.50 per month for family coverage, with a continuation of the \$20 per month discount for all employees who participate in the annual HRA.
- Reconfirm the Gila County base contribution rates for the HSA system at \$10 per month for single coverage and \$25 per month for family coverage.
- Reconfirm the dollar-for-dollar matching contribution into the HSA system up to an additional \$40 per month for single employee coverage, and \$75 per month for family coverage.

#### Suggested Motion

Information/Discussion/Action regarding premium rates in the Arizona Local Government Employee Benefit Trust for Gila County's employee insurance and benefit plans to be effective as of July 1, 2020, as follows: Adopt Schedule A - Employee Insurance Contributions FY 2021 attached to this agenda item. **(Jacque Sanders)**

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#### Attachments

Schedule A Employee Insurance Contributions FY2021

AZLGEBT Summary Changes FY2021

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**Health Insurance Benefits (2020-21 Plan Year):****Single Coverage:**

Benefit	Total Premium	County Pays	*Employee Pays	Total	Percentage County Pays
Medical/Rx (PPO)	\$583.40	\$508.65	\$72.75	\$583.40	87%
Medical/Rx (HDHP)	\$533.40	\$458.65	\$74.75	\$533.40	86%
County H S A Contribution		\$ 10.00		\$ 10.00	**see below
Dental (PPO)	\$ 31.16	\$ 26.66	\$ 4.50	\$ 31.16	86%
Dental (Open Net)	\$ 34.43	\$ 25.83	\$ 8.60	\$ 34.43	75%
Vision	\$ 8.97	\$ 6.72	\$ 2.25	\$ 8.97	75%
Short Term Disability	\$ 3.90	\$ 3.90		\$ 3.90	100%
Life	\$ 2.94	\$ 2.94		\$ 2.94	100%

**Family Coverage:**

Benefit	Total Premium	County Pays	*Employee Pays	Total	Percentage County Pays
Medical/Rx (PPO)	\$1,372.05	\$ 1023.55	\$ 348.50	\$1,372.05	75 %
Medical/Rx (HDHP)	\$1,272.05	\$ 923.55	\$ 348.50	\$1,272.05	75%
County H S A Contribution		\$ 25.00		\$ 25.00	**see below
Dental (PPO)	\$ 72.33	\$ 53.33	\$ 19.00	\$ 72.33	74%
Dental (Open Net)	\$ 80.60	\$ 53.30	\$ 27.30	\$ 80.60	67%
Vision	\$ 20.82	\$ 14.02	\$ 6.80	\$ 20.82	67%
Short Term Disability	\$ 3.90	\$ 3.90		\$ 3.90	100%
Life	\$ 3.94	\$ 3.94		\$ 3.94	100%

\*Employee can pay \$20.00 less a month if they participate in the annual Health Risk Assessment.

\*\*HSA Contributions:

Gila County seeds \$10.00 a month (single) or \$25.00 a month (family) into an employee HSA account with a selected HDHP plan. Additionally, Gila County will match any employee HSA contribution up to \$40.00 a month for single HDHP plans and \$75.00 a month for family HDHP plans.

Comparison FY19 and FY20 cost to Employees	FY19 Mo.	FY19 Per pck	FY20 Mo.	FY20 Per pck	FY21 Mo.	FY21 Per pck
Single /PPO:participated in HRA + vision and PPO Dental	55.50	27.75	61.50	30.75	61.50	30.75
Family/PPO:participated in HRA + vision and PPO Dental	335.10	167.55	354.30	177.15	354.30	177.15

Cost of Single coverage + PPO Dental + Vision = \$623.50. Employee portion with HRA equals approximately 10% of total cost

Cost of Family coverage + PPO Dental + Vision = \$1,465.20. Employee portion with HRA equals approximately 24% of total cost





## **AZLGEBT – 2020-2021 Plan Year Changes**

*All of the changes below are effective July 1, 2020*

### **PRESCRIPTION DRUG – Both Plans**

- Implement Copay Max Program

### **DENTAL – Both Plans**

- Increase Annual Maximum from \$1,750 to \$2,000
- Increase Orthodontic Lifetime Maximum from \$1,750 to \$2,000

### **LIFE**

- Transition from Mutual of Omaha to Securian
  - One-time Voluntary Term Life opportunity during Open Enrollment
    - Employee - Elect or increase coverage up to a maximum of \$300,000
    - Spouse - Elect \$10,000 or increase coverage by \$10,000 up to a maximum \$50,000 (Limited to 100% of Employee's amount)
    - Child(ren) - Elect \$20,000 or increase coverage from \$2,000, \$5,000, or \$10,000 to \$20,000 (Limited to 100% of Employee's amount)
  - One time only Guaranteed Issue
    - Employee - Increased from \$200,000 to \$300,000
    - Spouse - \$50,000 (Limited to 100% of Employee's amount)
    - Child(ren) - Increased from \$2,000, \$5,000, or \$10,000 to a flat \$20,000 (Limited to 100% of Employee's amount)
  - In the event of a Qualifying Event if coverage was not elected prior
    - Employee - \$300,000
    - Spouse - \$50,000 (Limited to 100% of Employee's amount)
    - Child(ren) - \$20,000 (Limited to 100% of Employee's amount)
  - Remove Age Reduction
  - Add Line of Duty Coverage

### **WELLNESS**

- Transition from Sweet Savings Diabetes through MyPharmacist Connection to Livongo for Diabetes
  - Implement Livongo for Pre-Disease Management
  - Implement Livongo for Hypertension Management
- Transition from Fitbit to MoveSpring for activity challenges

**ARF-5939**

**Consent Agenda Item 5. A.**

**Regular BOS Meeting**

Meeting Date: 03/24/2020

Submitted For: Steve Sanders, Director

Submitted By: Shannon Boyer, Executive Administrative Asst.

Department: Public Works

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

Public Works Department Policy No. PWS-010 – “Dust Palliative” which replaces Policy No. DPW 05-07.

Background Information

Public Works Department Policy No. DPW 05-07 – “Dust Palliative” was originally approved by the Board of Supervisors on November 8, 2005.

Evaluation

Verbiage changes and additions were made along with the format of the policy has been updated to the format used for all Countywide policies adopted by the Board of Supervisors. The policy number is being changed according to the table of contents for the Countywide policies as adopted by the Board of Supervisors.

Conclusion

The proposed revisions address the changes and additions to the verbiage, the policy number and document format.

Recommendation

The Gila County Public Works Department recommends approval of the proposed revisions to the Public Works Department Policy “Dust Palliative” and the policy format and number change from DPW 05-07 to PWS-010.

Suggested Motion

Approval of revised Public Works Department Policy entitled Dust Palliative to make changes and additions to the verbiage; change the format of the policy; and change the policy number from DPW 05-07 to PWS-010.

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Attachments

DPW 05-07 Dust Palliative CHANGED IN RED

PWS-010 Dust Palliative

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**GILA COUNTY**  
**~~DEPARTMENT~~~~IVISION~~ OF PUBLIC WORKS**

**~~DEPARTMENT~~~~IVISION~~ POLICY or**  
**PROCEDURE**

<b>Title:</b>  Dust Palliative Policy	<b>Effective Date:</b> 11-8-05 <u><del>Revised: 3-</del></u> <u><del>24-20</del></u>	<b>Department:</b>  Division-wide
<b>Purpose:</b>  To permit the application of dust palliative agents to control fugitive dust emissions on Public roads to protect the environment	<b>Authorized Signature:</b>  <hr/> <u><del>Steve Stratton</del>Steve Sanders,</u> Director of Public Works	

**Policy Statement:**

To establish procedures and requirements for the application of dust palliative agents to control dust on roads within the County-maintained system.

**1. Background:**

Dust palliatives may be applied to reduce dust by wetting the roadway surface or providing a surface coat to reduce the effect of

tire/surface interaction. A dust palliative is any material such as but not limited to the following: calcium chloride, magnesium chloride or lignin sulfate used to control dust on unpaved roadways.

## 2. Responsibilities:

The County Roads ~~Manager~~ ~~Superintendent~~ will select the product used to abate dust. Only one application per location per season will be permitted.

Product will be applied only in the spring and summer months.

Residents shall pay for 75% of the cost of the product (which the County selects). The County will prepare the road and apply the product and pay the remaining 25% of the product cost.

For cost control measures, minimum length of a two-lane road to be treated in the immediate area is three miles. However the minimum length to be treated on any given road is either the full length of a short street or block or if a single road is to be treated then the minimum distance is one mile unless it can be combined with other roads in the area as determined by the Director of Public Works and/or Roads ~~Manager~~ ~~Superintendent~~.

Prepayment is mandatory. The County Public Works ~~Deputy~~ Director or his designee will estimate the cost to the residents. The cost must be paid in full prior to the application of the product.

## 3. Procedures:

This program is on a first-come, first-served basis. When the funds allocated are expended, the County must wait to see if additional funds are available the next fiscal year.

1. A letter is sent to the homeowner(s) stating the amount (75%) they will need to pay to Gila County.
2. Gila County receives 75% payment from homeowner(s).
3. Product is purchased and applied to the roadway.

Formatted: Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Indent at: 0.75"

## Attachments:



Policy # DPW05-07

<b>Gila County Policy DUST PALLIATIVE</b>	<b>Policy Number: PWS-010</b>	<b>Page</b>
	<b>Replaces: DPW05-07</b> <b>Adopted by BOS 3-24-20</b> <b>Revised: 00-00-0000</b>	<b>1 of 2</b>

**I. PURPOSE:**

To permit the application of dust palliative agents to control fugitive dust emissions on Public roads to protect the environment.

**II. POLICY:**

To establish procedures and requirements for the application of dust palliative agents to control dust on roads within the County-maintained system.

**III. RESPONSIBILITIES:**

Dust palliatives may be applied to reduce dust by wetting the roadway surface or providing a surface coat to reduce the effect of tire/surface interaction. A dust palliative is any material such as but not limited to the following: calcium chloride, magnesium chloride or lignin sulfate used to control dust on unpaved roadways.

The County Roads Manager will select the product used to abate dust. Only one application per location per season will be permitted.

Product will be applied only in the spring and summer months.

Residents shall pay for 75% of the cost of the product (which the County selects). The County will prepare the road and apply the product and pay the remaining 25% of the product cost.

For cost control measures, minimum length of a two-lane road to be treated in the immediate areas is three miles. However, the minimum length to be treated on any given road is either the full length of a short street or block or if a single road is to be treated, the minimum distance is one mile unless it can be combined with other roads in the area as determined by the Director of Public Works and/or Roads Manager.

Prepayment is mandatory. The County Public Works Director or his designee will estimate the cost to the residents. The cost must be paid in full prior to the application of the product.

**SIGNATURE:**

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

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

<b>Gila County Policy DUST PALLIATIVE</b>	<b>Policy Number: PWS-010</b>	<b>Page</b>
	<b>Replaces: DPW05-07</b> <b>Adopted by BOS 3-24-20</b> <b>Revised: 00-00-0000</b>	<b>2 of 2</b>

**GILA COUNTY  
PROCEDURES FOR DUST PALLIATIVE**

This program is on a first-come, first-served basis. When the funds allocated are expended, the County must wait to see if additional funds are available the next fiscal year.

1. A letter is sent to the homeowner(s) stating the amount (75%) they will need to pay to Gila County.
2. Gila County receives 75% payment from homeowner(s).
3. Product is purchased and applied to the roadway.

**ARF-5940**

**Consent Agenda Item 5. B.**

**Regular BOS Meeting**

Meeting Date: 03/24/2020

Submitted For: Steve Sanders, Director

Submitted By: Shannon Boyer, Executive Administrative Asst.

Department: Public Works

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

Public Works Department Policy No. PWS-011 – “Tool Replacement” which replaces Policy No. DPW 06-02.

Background Information

Public Works Department Policy No. DPW 06-02 – “Tool Replacement” was originally approved by the Board of Supervisors on December 5, 2006.

Evaluation

Verbiage changes and additions were made along with the format of the policy has been updated to the format used for all Countywide policies adopted by the Board of Supervisors. The policy number is being changed according to the table of contents for the Countywide policies as adopted by the Board of Supervisors.

Conclusion

The proposed revisions address the changes and additions to the verbiage, the policy number and document format.

Recommendation

The Gila County Public Works Department recommends approval of the proposed revisions to the Public Works Department Policy “Tool Replacement” and the policy format and number change from DPW 06-02 to PWS-011.

Suggested Motion

Approval of revised Public Works Department Policy entitled Tool Replacement to make changes and additions to the verbiage; change the format of the policy; and change the policy number from DPW 06-02 to PWS-011.

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Attachments

DPW 06-02 Tool Replacement CHANGES IN RED

PWS-011 Tool Replacement

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**GILA COUNTY**  
**~~DEPARTMENT~~ DIVISION OF PUBLIC WORKS**

## DEPARTMENTAL POLICY/PROCEDURE

<b>Title:</b>  <p style="text-align: center;"><b>Tool Replacement Policy</b></p>	<b>Effective Date:</b>  <p style="text-align: center;"><b>12-05-06</b>  <b><u>REVISED:</u></b>  <b><u>3-24-20</u></b></p>	<b>Division:</b>  <p style="text-align: center;"><b>Division-Wide</b></p>
<b>Purpose:</b>  <p><b>To develop guidelines for replacing tools for the mechanics in the <u>General Services</u> <del>Auto/Equipment</del> <u>Maintenance</u> <del>Division</del> <u>Department</u>.</b></p>	<b>Authorized Signature:</b>  <div style="text-align: center; margin-bottom: 20px;"> <hr style="width: 80%; margin: 0 auto;"/> <p><b>Bryan B. Chambers,</b> Chief Deputy County Attorney</p> </div> <div style="text-align: center;"> <hr style="width: 80%; margin: 0 auto;"/> <p><b>Steve Stratton,</b> Director Public Works</p> </div>	

### Policy Statement:

To establish a procedure to reimburse County mechanics for personal tools used on the job to ensure that quality tools are used. This is also a safety issue when working on County equipment. This policy will also determine when the County will purchase specialty tools.

### 1. Background:

Currently the General Services ~~Auto/Equipment~~ Shop mechanics provide their own tools which are used for County-related maintenance and repairs. With a strategy for tools replacement, the mechanics ~~could~~ retain quality tools to minimize costs for the employee and the tardiness of a job.

## 2. Responsibilities:

All tools should be kept as clean as possible. All County tools ~~are~~will be engraved to indicate they belong to the County. Personal tools will have an identity mark by the owner that will be documented in the shop records.

If a County tool is damaged, broken or lost, the Fleet & Equipment Maintenance Supervisor must be notified the same day either verbally or in writing.

Employees must keep a current inventory of their personal tools. The inventory will be kept in the regional Administrative Clerk Specialist's office.

To be eligible, the job description must state that the employee performs mechanical work or light mechanical duties.

## 3. Procedures:

Mechanics will provide tools ½" drive (and metric equivalent) and below. The County will provide tools ¾" drive and above and maintain or replace tools ¾" drive and above.

A reimbursement ~~check~~ of \$125.00 per quarter will be awarded to mechanics that are regular full-time employees and have worked the previous quarter. A maximum of \$500.00 will be paid to each Shop Mechanic in a fiscal year. (New hires on probation are not eligible for this benefit.)

The request for a specialty tool that is not available will be brought to the attention of the ~~General Services~~Roads/Shops Manager for immediate purchase to add to the County tool inventory or will be discussed for purchase at a later date. Specialty tools will be signed out and signed back in when returned. Neglect or willful damage to a County tool may be charged to the employee.

**Attachments:**

<b>Gila County Policy TOOL REPLACEMENT</b>	<b>Policy Number: PWS-011</b>	<b>Page</b>
	<b>Replaces: DPW06-02</b> <b>Adopted by BOS 3-24-20</b> <b>Revised: 00-00-0000</b>	<b>1 of 2</b>

**I. PURPOSE:**

To develop guidelines for replacing tools for the mechanics in the General Services Division.

**II. POLICY:**

To establish a procedure to reimburse County mechanics for personal tools used on the job to ensure that quality tools are used. This is also a safety issue when working on County equipment. This policy will also determine when the County will purchase specialty tools.

**III. RESPONSIBILITIES:**

Currently, the General Services mechanics provide their own tools which are used for County-related maintenance and repairs. With a strategy for tool replacement, the mechanics retain quality tools to minimize costs for the employee and the tardiness of a job.

All tools should be kept as clean as possible. All County tools are engraved to indicate they belong to the County. Personal tools will have an identity mark by the owner that will be documented in the shop records.

If a County tool is damaged, broken or lost, the General Services Manager must be notified the same day either verbally or in writing.

Employees must keep a current inventory of their personal tools. The inventory will be kept in the regional Administrative Clerk Specialist's Office.

To be eligible, the job description must state that the employee performs mechanical work or light mechanic duties.

**SIGNATURE:**

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

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

<b>Gila County Policy TOOL REPLACEMENT</b>	<b>Policy Number: PWS-011</b>	<b>Page</b>
	<b>Replaces: DPW06-02</b> <b>Adopted by BOS 3-24-20</b> <b>Revised: 00-00-0000</b>	<b>2 of 2</b>

## **GILA COUNTY**

### **PROCEDURES FOR TOOL REPLACEMENT**

Mechanics will provide tools ½” drive (and metric equivalent) and below. The County will provide tools ¾” drive and above and maintain or replace tools ¾” drive and above.

A reimbursement of \$125.00 per quarter will be awarded to mechanics that are regular full-time employees and have worked the previous quarter. A maximum of \$500.00 will be paid to each General Services mechanic in a fiscal year. (New hires on probation are not eligible for this benefit.)

The request for a specialty tool that is not available will be brought to the attention of the General Services Manager for immediate purchase to add to the County tool inventory or will be discussed for purchase at a later date. Specialty tools will be signed out and signed back in when returned. Neglect or willful damage to a County tool may be charged to the employee.

**ARF-5947**

**Consent Agenda Item 5. C.**

**Regular BOS Meeting**

Meeting Date: 03/24/2020

Submitted For: Adam Shepherd, Sheriff

Submitted By: Sarah White, Chief Administrative Officer

Department: Sheriff's Office

Fiscal Year: FY2020

Budgeted?: Yes

Contract Dates January 1, 2020

Grant?: Yes

Begin & End: through December 31,  
2020

Matching No

Fund?: Replacement

Requirement?:

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Information

Request/Subject

Modification No. 5 to Cooperative Law Enforcement Agreement No. 16-LE-11031200-004 between the Gila County Sheriff's Office and the U.S. Department of Agriculture, Forest Service.

Background Information

On January 5, 2016, the Gila County Board of Supervisors approved Cooperative Law Enforcement Agreement No. 16-LE-11031200-004 which replaced Agreement No. 11-LE-11011200-004.

On January 24, 2017, the Gila County Board of Supervisors approved Modification No. 1 to Agreement No. 16-LE-11031200-004 in the amount of \$74,800 for the performance period of January 1, 2017, through December 31, 2017.

On September 19, 2017, the Gila County Board of Supervisors approved Modification No. 2 to Agreement No. 16-LE-11031200-004 to increase from \$74,800 to \$84,800 for special enforcement situations.

On January 23, 2018, the Gila County Board of Supervisors approved Modification No. 3 to Agreement No. 16-LE-11031200-004 in the amount of \$74,800 for the performance period of January 1, 2018, through December 31, 2018.

On March 12, 2019, the Gila County Board of Supervisors approved



Modification No. 4 to Agreement No. 16-LE-11031200-004 in the amount of \$74,800 for the performance period of January 1, 2019, through December 31, 2019.

### Evaluation

Modification No. 5 changes the performance period for the 2020 CY Operating Plan estimated January 1, 2020, through December 31, 2020; adds funding in the amount of \$74,800 (\$60,000 NFLE0320; \$14,800 from FDDS); administrative change to U.S. Forest Service administrative contact Rocco Minetti, Program Support Assistant, with contact information; and adds the CY2020 Annual Operating Plan & Financial Plan (attached as Exhibit A).

### Conclusion

Modification No. 5 adds funding in the amount of \$74,800 for the performance period of January 1, 2020, through December 31, 2020, and adds the CY2020 Annual Financial and Operating Plan (attached as Exhibit A).

### Recommendation

Sheriff J. Adam Shepherd recommends that the Board of Supervisors approve Modification No. 5 to Cooperative Law Enforcement Agreement No. 16-LE-11031200-004 to add funding in the amount of \$74,800 for the performance period of January 1, 2020, through December 31, 2020.

### Suggested Motion

Approval of Modification No. 5 to Cooperative Law Enforcement Agreement No. 16-LE-11031200 between the Gila County Sheriff's Office and the U.S. Department of Agriculture, Forest Service, to add funding in the amount of \$74,800 for a performance period of January 1, 2020, through December 31, 2020.

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### Attachments

Modification No. 5 to FS Grant/Agreement No. 16-LE-11031200-004

Exhibit A-Annual Operating and Financial Plan

Modification No. 4 to FS Grant/Agreement No. 16-LE-11031200-004

Modification No. 3 to FS Grant/Agreement No. 16-LE-11031200-004

Modification No. 2 to FS Grant/Agreement No. 16-LE-11031200-004

Modification No. 1 to FS Grant/Agreement No. 16-LE-11031200-004

FS Grant Agreement No. 16-LE-11031200-004



**MODIFICATION OF GRANT OR AGREEMENT**

PAGE OF PAGES

1

1. U.S. FOREST SERVICE GRANT/AGREEMENT NUMBER:  
16-LE-11031200-0042. RECIPIENT/COOPERATOR GRANT or  
AGREEMENT NUMBER, IF ANY:3. MODIFICATION NUMBER:  
0054. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING  
GRANT/AGREEMENT (unit name, street, city, state, and zip + 4):  
Tammi Banks, Grants & Agreements Specialist  
Tonto National Forest, Supervisor's Office  
2324 East McDowell Road  
Phoenix, AZ 850065. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING  
PROJECT/ACTIVITY (unit name, street, city, state, and zip + 4):  
Bray Addison, Patrol Captain  
Tonto National Forest, Supervisor's Office  
2324 East McDowell Road  
Phoenix, AZ 850066. NAME/ADDRESS OF RECIPIENT/COOPERATOR (street, city, state, and zip +  
4, county):  
J. Adam Shepherd, Sheriff  
Gila County Sheriff's Office  
PO Box 311  
Globe, AZ 855017. RECIPIENT/COOPERATOR'S HHS SUB ACCOUNT NUMBER (For HHS  
payment use only):**8. PURPOSE OF MODIFICATION**CHECK ALL  
THAT APPLY:This modification is issued pursuant to the modification provision in the grant/agreement  
referenced in item no. 1, above.CHANGE IN PERFORMANCE PERIOD: CY2020 Annual Operating Plan and Financial Plan (AOP) estimated dates  
January 1, 2020 through December 31, 2020.

CHANGE IN FUNDING: adding \$74,800 (\$60,000.00 NFLE0320 \$14,800 from FDDS)

ADMINISTRATIVE CHANGES: US Forest Service administrative contact Rocco Minetti, Program Support Assistant,  
2324 East McDowell Road, Phoenix, AZ 85006. Email: rocco.minetti@usda.gov. Phone: (602) 225-5297.

OTHER (Specify type of modification):

**Except as provided herein, all terms and conditions of the Grant/Agreement referenced in 1, above, remain unchanged and in full  
force and effect.**

9. ADDITIONAL SPACE FOR DESCRIPTION OF MODIFICATION (add additional pages as needed):

**10. ATTACHED DOCUMENTATION (Check all that apply):**

Revised Scope of Work



Revised Financial Plan



Other: Exhibit A, CY2020 AOP. Note: 2020 CY AOP will be incorporated as Exhibit A to this agreement.

**11. SIGNATURES****AUTHORIZED REPRESENTATIVE:** BY SIGNATURE BELOW, THE SIGNING PARTIES CERTIFY THAT THEY ARE THE OFFICIAL REPRESENTATIVES OF  
THEIR RESPECTIVE PARTIES AND AUTHORIZED TO ACT IN THEIR RESPECTIVE AREAS FOR MATTERS RELATED TO THE ABOVE-REFERENCED  
GRANT/AGREEMENT.

11.A. SIGNATURE

11.B. DATE  
SIGNED

11.C. U.S. FOREST SERVICE SIGNATURE

11.D. DATE  
SIGNED

See Signature at Bottom of AOP

See Signature at Bottom of AOP

(Signature of Signatory Official)

(Signature of Signatory Official)

11.E. NAME (type or print): WOODY CLINE

11.F. NAME (type or print): JAMES ALFORD

11.G. TITLE (type or print): Chairman Board of Supervisors

11.H. TITLE (type or print): Special Agent in Charge

**12. G&A REVIEW**

12.A. The authority and format of this modification have been reviewed and approved for signature by:

12.B. DATE  
SIGNED

See Signature at Bottom of AOP

EDDIE W. BELL JR

U.S. Forest Service Grants &amp; Agreements Specialist



USDA Forest Service

OMB 0596-0217  
FS-1500-19

#### Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

FS Agreement No. 16-LE-11031200-004  
Cooperator Agreement No. \_\_\_\_\_**EXHIBIT A****COOPERATIVE LAW ENFORCEMENT ANNUAL OPERATING PLAN &  
FINANCIAL PLAN****Between  
Gila County Sheriff's Office  
And the  
USDA, FOREST SERVICE  
Tonto National Forest****2020 ANNUAL OPERATING AND FINANCIAL PLAN**

This Annual Financial and Operating Plan (Annual Operating Plan), is hereby made and entered into by and between the Gila County Sheriff's Office, hereinafter referred to as "Cooperator," and the USDA, Forest Service, Tonto National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement #16-LE-11031200-004 executed on March 30, 2016. This Annual Operating Plan is made and agreed to as of the last date signed below and is for the estimated period beginning January 1, 2020 and ending December 31, 2020.

Previous Year Carry-over:

Current Calendar Year Obligation:

**CY2020 Total Annual Operating Plan: \$74,800.****I. GENERAL:**

- A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

**Principal Cooperator Contacts:**

<b>Cooperator Program Contact</b>	<b>Cooperator Administrative Contact</b>
J. Adam Shepherd, Sheriff Gila County Sheriff's Office PO Box 311 Globe, AZ 85501 Telephone: (928) 425-4449 Fax: (928) 425-5674 Email: ashepherd@gilacountyaz.gov	Sarah White, CAO Gila County Sheriff's Office PO Box 311 Globe, AZ 85501 Telephone: (928) 402-8572 Fax: (928) 425-5674 Email: sawhite@gilacountyaz.gov

**Principal U.S. Forest Service Contacts:**

<b>U.S. Forest Service Program Manager Contact</b>	<b>U.S. Forest Service Administrative Contact</b>
Bray Addison, Patrol Captain Central Arizona Zone LE&I 2324 E. McDowell Road Phoenix, AZ 85006 Telephone: 602-225-5241 FAX: 602-225-5286 Email: bray.addison@usda.gov	Rocco Minetti, Program Assistant Central Arizona Zone LE&I 2324 E. McDowell Road Phoenix, AZ 85006 Telephone: 602-225-5297 FAX: 602-225-5286 Email: rocco.minetti@usda.gov

- B. Reimbursement for all types of enforcement activities shall be at the following rates unless specifically stated otherwise:

\$0.58/mile patrolled

Per diem rate is \$25.00/day

Wages at the prevailing rate of \$32.70 - \$53.76 /hour to include fringe benefits.

**II. PATROL ACTIVITIES:**

- A. Time schedules for patrols will be flexible to allow for emergencies, other priorities, and day-to-day needs of both Cooperator and the U.S. Forest Service. Ample time will be spent in each area to make residents and visitors aware that law enforcement officers are in the vicinity.

1. Patrol on following U.S. Forest Service roads:

National Forest System Roads 32, 33, 34, 55, 60, 64, 71, 112, 184, 188, 194, 198, 200, 203, 208, 222, 242, 284, 287, 287A, 287B, 289, 291, 303, 304, 349, 406, 412, 417, 419, 423, 424, 426, 428, 430, 435, 445, 449, 473, 583, 608, 651, and 708.

2. Patrol in the following campgrounds, developed sites, or dispersed areas:

**Globe Ranger District:**

- Tuxedo Junction, CCC Camp and Sulfide Del Rey Campground. Late night patrol between 2200-0300 Friday and Saturday nights.
- Pioneer Pass: once per week, daytime/weekends
- Pinal Peak summer homes: once per week during the summer, and once per month during the winter.
- Pipeline area in the vicinity of the junction of Highways 70 & 77.
- Other patrols as needed on the Globe District, with emphasis on areas of illegal woodcutting. These illegal cutting areas are determined through contact by the Gila County Sheriff's Office in Globe and the Globe Ranger District.





Payson Ranger District:

- Upper and lower Tonto Campgrounds and Christopher Creek Campground: Friday through Sunday during May through September, and twice per month in the winter.
- Other patrols as needed on the Payson District, with emphasis on areas of illegal woodcutting. These illegal cutting areas are determined through contact by the Gila County Sheriff's Office in Payson and the Payson Ranger District.

Pleasant Valley Ranger District:

- Haigler Creek and Alderwood Campgrounds, upper and lower Canyon Creek Campgrounds, Workman Creek area: Friday through Sunday during May through September and late night patrols at least twice per month in winter.
- Coyote Junction: late night during the summer.
- Other patrols as needed on the Pleasant Valley District, with emphasis on areas of illegal woodcutting. These illegal cutting areas are determined through contact by the Gila County Sheriff's Office in Payson and the Pleasant Valley Ranger District.

Tonto Basin Ranger District:

- Roosevelt Lake campgrounds: late night patrols Friday through Sunday year-round.
- Lone Pine Saddle, Campaign Trailhead, Cherry and Coon Creek areas: Twice per month.

3. The Cooperator further agrees:

To assist Forest Service Officers in the enforcement of natural resource conservation laws, rules, and regulations whenever possible.

Dispatch and additional deputies within manpower constraints for unforeseen or emergency situations upon request of the Forest Service.

Provide radio communications for Forest Service law enforcement personnel as needed. When advised that a Forest Service law enforcement officer is "in service" on the Cooperator's frequency, the Cooperator dispatcher will provide basic officer safety welfare monitoring, welfare checks during vehicle stops and violator contacts, provide Arizona Criminal Justice Information System (ACJIS)/National Crime Information Center (NCIC) and Motor Vehicle Division (MVD) queries on request, and otherwise provide routine police dispatch services consistent with the Cooperator's own internal policies.



Maintain interagency communication by means of informal meetings between the Forest Officers, Law Enforcement Officers for the purpose of exchanging mutually benefiting information.

Upon request of the Forest Service, the Cooperator shall provide copies of arrest reports, investigative reports, criminal complaints, citations, and other department records relating to crimes, offenses, disturbances, complaints and public safety responses handled by the Cooperator within the National Forest System. Also upon request from the Forest Service, the Cooperator will provide statistical summaries of all incidents occurring within the National Forest System, subject to the capabilities of its automated data collection/retrieval systems.

Total reimbursement for this category shall not exceed the amount of: \$74,800.00

### III. SPECIAL ENFORCEMENT SITUATIONS:

- A. Special Enforcement Situations include but are not limited to: Fire Emergencies, Drug Enforcement, and certain Group Gatherings.
- B. Funds available for special enforcement situations vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Requests for funds should be made to the U.S. Forest Service designated representative listed in Item I-A of this Annual Operating Plan. The designated representative will then notify the Cooperator whether funds will be authorized for reimbursement. If funds are authorized, the parties will then jointly prepare a revised Annual Operating Plan.
  - 1. Drug Enforcement: This will be handled on a case by case basis. The request will normally come from the patrol Captain; however, it may come from the Special Agent in Charge or their designated representative. Reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to the incident will coordinate all of their activities with the designated officer in charge of the incident.
  - 2. Fire Emergency: During emergency fire suppression situations and upon request by the Forest Service pursuant to an incident resource order, the Cooperator agrees to provide special services beyond those provided under Section II-A, within the Cooperator's resource capabilities, for the enforcement of State and local laws related to the protection of persons and their property. The Cooperator will be compensated at the rate specified in Section I-B; the Forest Service will specify times and schedules. Upon concurrence of the local patrol Captain or their designated representative, an official from the Incident Management Team



managing the incident, Cooperator personnel assigned to an incident where meals are provided will be entitled to such meals.

**All requests to provide additional law enforcement support on National Forest System lands during extreme fire conditions will become effective and reimbursable only when the Forest Service specifically requests assistance through the Forest Dispatch or Extended Dispatch Office, a Resource Order Number is provided, and the County Dispatch Office is notified of the request. Initial attack responses without a Resource Order by the Forest Service are not reimbursable.**

Upon request and concurrence by the Sheriff's Office,

The Sheriff's Office shall:

- a. Provide to the Forest Service, fully equipped Sheriff's Deputies who meet the standards of training as listed in the Cooperative Law Enforcement Agreement, Provisions II-B, including appropriate vehicle(s), in numbers requested by the Forest Service to provide law enforcement for fire severity or fire suppression situations. These duties are above and beyond the customary duties that are routinely provided by the Sheriff's Office and will be covered under Special Enforcement Situations. The Sheriff's Deputies will continue to work under the direction of the Sheriff's Department. The Sheriff's Deputies will coordinate their patrol activities with the U.S. Forest Service Patrol Captain, or their designee, while assigned to each specific fire severity or fire suppression patrol area, and coordinate their activities with the Incident Commander while assigned to each specific wildland fire severity or fire suppression situation. All Deputies assigned to a wildland fire severity or wildland fire suppression situation are required to follow check-in and demobilization procedures.
- b. Assign Sheriff's Deputies requested by the Forest Service for fire severity or fire suppression situation patrols and law enforcement.
- c. Furnish itemized statements of expenditures to the Forest Service for the fire severity or fire suppression situation services requested by the Forest Service, at the address below:

Bray Addison, Patrol Captain  
Central Arizona Zone, LE&I  
2324 East McDowell Road  
Phoenix, AZ 85006

The Patrol Captain will review and approve the invoice, and forward the invoice and support documentation to Incident Finance for payment.



Billing requests will include the following information:

Cooperator name, address, phone number and agency financial contact;  
Invoice or Bill number;  
Resource Order number(s);  
Appropriate incident number (state code or Forest Service P-code and override);  
Cooperative Law Enforcement Agreement number;  
Dates of the incident covered by the billing; and  
Location and jurisdictional unit of the incident.

Summary cost data for the amount being billed:

Use incident-generated cost reports generated by the Agency to support the billing whenever possible. Summary cost data may include, but not limited to, a list of personnel expenses including base, overtime and travel and a listing by vendor name and amount spent for supplies and services procured.

The Forest Service shall:

- a. Relay requests to the Sheriff's Office to provide fully equipped Sheriff's Deputies, including vehicles, through Forest Service Dispatch or Expanded Dispatch Office to the County Dispatch Office, including specific information on numbers of Deputies needed, tour, location, expected length of duty, authorization for overtime expenditures, and fire severity (S-code) or fire suppression (P-code) for billing. A resource order number must be issued by the Forest Service to support each request. The resource order number will be provided to the Sheriff's Office by the Forest Dispatcher.
  - b. Post each Deputy's time and vehicle mileage to a Fire Time Report (Optional Form 288) to provide documentation to support payment of each itemized statement of expenditures provided by the Sheriff's Office.
  - c. Reimburse the Sheriff's Office for requested fire severity or fire suppression special enforcement situation services that are provided and covered under this Section, at the prevailing rates as per Section 1, Paragraph B above.
3. Group Gatherings: This includes but is not limited to situations which are normally unanticipated or which typically include very short notices, large group gatherings such as rock concerts, demonstrations, and organization rendezvous. Upon authorization by a Forest Service representative listed in Section I-A for requested services of this nature, reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to this type of incident will normally coordinate their activities with the designated officer in charge of the incident.



This includes but is not limited to situations which are normally unanticipated or which typically include very short notice, large group gatherings such as rock concerts, demonstrations, and organizational rendezvous.

#### IV. BILLING FREQUENCY:

*See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information.*

- A. Quarterly Billing for reimbursement to the Sheriff's Office for items listed under Sections II and III shall not exceed \$74,800.00.
- B. The following is a breakdown of the total estimated costs associated with this Annual Operating Plan.

Category	Estimated Costs	Not to Exceed by %
Patrol Activities	\$74,800.00	N/A
Training	0	N/A
Equipment	0	N/A
Special Enforcement Situations	0	N/A
<b>Total</b>	<b>\$74,800.00</b>	<b>N/A</b>

- C. Any remaining funding in this Annual Operating Plan may be carried forward to the next fiscal year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or deobligated at the request of the U.S. Forest Service. *See Cooperative Law Enforcement Agreement Provision IV-D.*
- D. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement.

In witness whereof, the parties hereto have executed this Annual Operating Plan as of the last date written below.

---

WOODY CLINE, Chairman  
Gila County Board of  
Supervisors

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Date



USDA, Forest Service

OMB 0596-0217  
FS-1500-8A

NEIL BOSWORTH Digitally signed by NEIL BOSWORTH  
Date: 2020.03.02 14:50:10 -0700

NEIL BOSWORTH, Forest Supervisor  
U.S. Forest Service, Tonto NF

Date

J ADAM SHEPPARD  
Sheriff Gila County

Date

JAMES ALFORD  
Special Agent in Charge, Southwestern Region

Date

The authority and format of this agreement have been reviewed and approved for signature.

*Eddie W. Bell Jr.*

CGMS

EDDIE BELL  
c=US, o=U.S. Government, ou=Department of Agriculture,  
cn=EDDIE BELL, 0.9.2342.19200300.700 1.1=12001001757931  
2020.03.02 13:44:02 -0700

EDDIE W. BELL JR. (16-LE-11031200-004 MOD  
005)  
U.S. Forest Service Grants Management Specialist

Date

#### Burden Statement

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**MODIFICATION OF GRANT OR AGREEMENT**PAGE  
PAGES  
1 OF1. U.S. FOREST SERVICE GRANT/AGREEMENT  
NUMBER:

16-LE-11031200-004

2. RECIPIENT/COOPERATOR GRANT or  
AGREEMENT NUMBER, IF ANY:3. MODIFICATION NUMBER:  
0044. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING  
GRANT/AGREEMENT (unit name, street, city, state, and zip + 4):Tammi Banks, Grant & Agreement Specialist  
Tonto National Forest, Supervisor's Office  
2324 East McDowell Road  
Phoenix, AZ 850065. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING  
PROJECT/ACTIVITY (unit name, street, city, state, and zip + 4):Bray Addison, Patrol Captain  
Tonto National Forest, Supervisor's Office  
2324 East McDowell Road  
Phoenix, AZ 850066. NAME/ADDRESS OF RECIPIENT/COOPERATOR (street, city, state, and zip  
+ 4, county):Adam Shepherd, Sheriff  
Gila County Sheriff Office  
P.O. Box 311  
Globe, AZ 855017. RECIPIENT/COOPERATOR'S HHS SUB ACCOUNT NUMBER (For HHS  
payment use only):**8. PURPOSE OF MODIFICATION**CHECK ALL  
THAT APPLY:This modification is issued pursuant to the modification provision in the grant/agreement  
referenced in item no. 1, above.CHANGE IN PERFORMANCE PERIOD: 2019 CY Operating Plan estimated January 1, 2019 through Dec 31,  
2019.CHANGE IN FUNDING: Add funding in the amount of \$74,800.00 for work to be performed in CY2019 Annual  
Financial and Operating Plan, attached as Exhibit A.ADMINISTRATIVE CHANGES: Add additional language to the Cooperative Law Enforcement Agreement (see  
10. below)

OTHER (Specify type of modification): New G&amp;A Specialis is Tammi Banks

Except as provided herein, all terms and conditions of the Grant/Agreement referenced in 1, above, remain unchanged and in  
full force and effect.

9. ADDITIONAL SPACE FOR DESCRIPTION OF MODIFICATION (add additional pages as needed):

GILA COUNTY COOPERATIVE LAW ENFORCEMENT AGREEMENT

**10. ATTACHED DOCUMENTATION (Check all that apply):**

Revised Scope of Work



Revised Financial Plan



Other: Exhibit A, CY2019 Annual Financial and Operating Plan

**11. SIGNATURES****AUTHORIZED REPRESENTATIVE: BY SIGNATURE BELOW, THE SIGNING PARTIES CERTIFY THAT THEY ARE THE OFFICIAL  
REPRESENTATIVES OF THEIR RESPECTIVE PARTIES AND AUTHORIZED TO ACT IN THEIR RESPECTIVE AREAS FOR MATTERS RELATED  
TO THE ABOVE-REFERENCED GRANT/AGREEMENT.**

11.A. GILA COUNTY, ARIZONA SIGNATURE

11.B. DATE  
SIGNED

11.C. U.S. FOREST SERVICE SIGNATURE

11.D.  
DATE  
SIGNED

(Signature of Signatory Official)

(Signature of Signatory Official)

2/12/19

11.E. NAME (type or print): **Tim R. Humphrey**11.F. NAME (type or print): **NEIL J. BOSWORTH**

11.G. TITLE (type or print):

Chairman  
Gila County Board of Supervisors

11.H. TITLE (type or print):

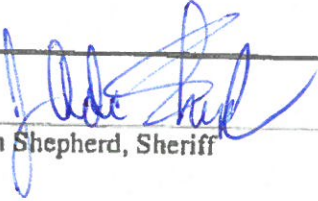
Forest Supervisor



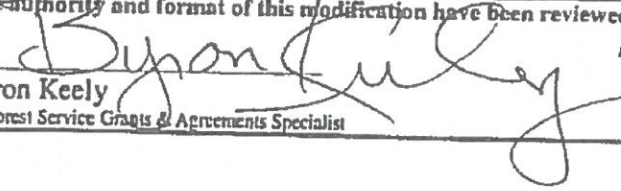
USDA Forest Service

OMB 0596-0217  
FS-1500-19

ATTEST:

Clerk of the Board of Supervisors	Date	Special Agent in Charge, Southwestern Region	Date
 Adam Shepherd, Sheriff	2-15-19 Date		

12. G&A REVIEW

12.A. The authority and format of this modification have been reviewed and approved for signature by:		12.B. DATE SIGNED
 Byron Keely U.S. Forest Service Grants & Agreements Specialist		16-LE-11031200-009 2/11/2019



USDA Forest Service

OMB 0596-0217  
FS-1500-19

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APPROVED AS TO FORM

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THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 201

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BY: \_\_\_\_\_

JEFFERSON R. DALTON,  
DEPUTY COUNTY ATTORNEY, CIVIL BUREAU  
CHIEF



Burden Statement

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**MODIFICATION OF GRANT OR AGREEMENT**PAGE  
PAGES

OF

1

1. U.S. FOREST SERVICE GRANT/AGREEMENT  
NUMBER:

16-LE-11031200-004

2. RECIPIENT/COOPERATOR GRANT or  
AGREEMENT NUMBER, IF ANY:

3. MODIFICATION NUMBER:

003

4. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING  
GRANT/AGREEMENT (unit name, street, city, state, and zip + 4):Sherry Smith, Grant & Agreement Specialist  
Tonto National Forest, Supervisor's Office  
2324 East McDowell Road  
Phoenix, AZ 850065. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING  
PROJECT/ACTIVITY (unit name, street, city, state, and zip + 4):Bray Addison, Patrol Captain  
Tonto National Forest, Supervisor's Office  
2324 East McDowell Road  
Phoenix, AZ 850066. NAME/ADDRESS OF RECIPIENT/COOPERATOR (street, city, state, and zip  
+ 4, county):Adam Shepherd, Sheriff  
Gila County Sheriff Office  
P.O. Box 311  
Globe, AZ 855017. RECIPIENT/COOPERATOR'S HHS SUB ACCOUNT NUMBER (For HHS  
payment use only):**8. PURPOSE OF MODIFICATION**CHECK ALL  
THAT APPLY:This modification is issued pursuant to the modification provision in the grant/agreement  
referenced in item no. 1, above.CHANGE IN PERFORMANCE PERIOD: 2018 CY Operating Plan estimated January 1, 2018 through Dec 31,  
2018.CHANGE IN FUNDING: Add funding in the amount of \$74,800.00 for work to be performed in CY2018 Annual  
Financial and Operating Plan, attached as Exhibit A.ADMINISTRATIVE CHANGES: Add additional language to the Cooperative Law Enforcement Agreement (see 9.  
below)

OTHER (Specify type of modification):

Except as provided herein, all terms and conditions of the Grant/Agreement referenced in 1, above, remain unchanged and in  
full force and effect.

9. ADDITIONAL SPACE FOR DESCRIPTION OF MODIFICATION (add additional pages as needed):

CY2018 Annual Operating Plan will be incorporated as Exhibit A to this agreement.

**10. ATTACHED DOCUMENTATION (Check all that apply):**

Revised Scope of Work



Revised Financial Plan



Other: Exhibit A, CY2018 Annual Financial and Operating Plan

**11. SIGNATURES****AUTHORIZED REPRESENTATIVE:** BY SIGNATURE BELOW, THE SIGNING PARTIES CERTIFY THAT THEY ARE THE OFFICIAL  
REPRESENTATIVES OF THEIR RESPECTIVE PARTIES AND AUTHORIZED TO ACT IN THEIR RESPECTIVE AREAS FOR MATTERS RELATED  
TO THE ABOVE-REFERENCED GRANT/AGREEMENT.

11.A. GILA COUNTY, ARIZONA SIGNATURE

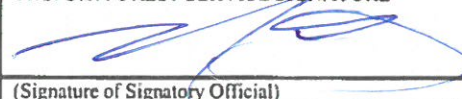


(Signature of Signatory Official)

11.B. DATE  
SIGNED

1/23/18

11.C. U.S. FOREST SERVICE SIGNATURE



(Signature of Signatory Official)

11.D.  
DATE  
SIGNED

2-14-18

11.E. NAME (type or print): TOMMIE C. MARTIN

11.F. NAME (type or print): NEIL J. BOSWORTH

11.G. TITLE (type or print):

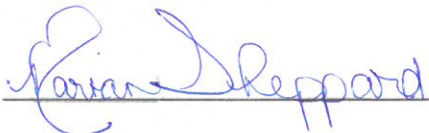
Chairman  
Gila County Board of Supervisors

11.H. TITLE (type or print):

Forest Supervisor



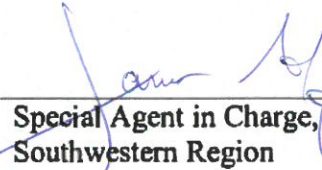
## ATTEST:



Clerk of the Board of Supervisors

1-23-18

Date

  
Special Agent in Charge,  
Southwestern Region

2/21/18

Date

  
Adam Shepherd, Sheriff

1-2-18

Date

## 12. G&amp;A REVIEW

12.A. The authority and format of this modification have been reviewed and approved for signature by:

  
CARMEN O MELENDEZ

U.S. Forest Service Grants &amp; Agreements Specialist

12.B. DATE  
SIGNED

2/21/2018





---

APPROVED AS TO FORM

---

THIS       DAY OF       , 201

---

BY: \_\_\_\_\_

JEFFERSON R. DALTON,  
DEPUTY COUNTY ATTORNEY, CIVIL BUREAU  
CHIEF



## Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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MODIFICATION OF GRANT OR AGREEMENT		PAGE PAGES	OF
1. U.S. FOREST SERVICE GRANT/AGREEMENT NUMBER: 16-LE-11031200-004		1	11
2. RECIPIENT/COOPERATOR GRANT or AGREEMENT NUMBER, IF ANY:		3. MODIFICATION NUMBER: 2	
4. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING GRANT/AGREEMENT (unit name, street, city, state, and zip + 4): Sherry Smith, Grant & Agreement Specialist Tonto National Forest, Supervisor's Office 2324 East McDowell Road Phoenix, AZ 85006		5. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING PROJECT/ACTIVITY (unit name, street, city, state, and zip + 4): Bray Addison, Patrol Captain Tonto National Forest, Supervisor's Office 2324 East McDowell Road Phoenix, AZ 85006	
6. NAME/ADDRESS OF RECIPIENT/COOPERATOR (street, city, state, and zip + 4, county): Adam Shepherd, Sheriff Gila County Sheriff Office P.O. Box 311 Globe, AZ 85501		7. RECIPIENT/COOPERATOR'S HHS SUB ACCOUNT NUMBER (For HHS payment use only):	
<b>8. PURPOSE OF MODIFICATION</b>			
CHECK ALL THAT APPLY:	This modification is issued pursuant to the modification provision in the grant/agreement referenced in item no. 1, above.		
<input type="checkbox"/>	CHANGE IN PERFORMANCE PERIOD:		
<input checked="" type="checkbox"/>	CHANGE IN FUNDING: Add funding in the amount of \$10,000.00 for Special Enforcement situation and additional patrol work to be performed in Calendar Year 2017 as per the revised Financial and Operating Plan attached as Exhibit A.		
<input type="checkbox"/>	ADMINISTRATIVE CHANGES:		
<input type="checkbox"/>	OTHER (Specify type of modification):		
Except as provided herein, all terms and conditions of the Grant/Agreement referenced in 1, above, remain unchanged and in full force and effect.			
9. ADDITIONAL SPACE FOR DESCRIPTION OF MODIFICATION (add additional pages as needed):			
<b>10. ATTACHED DOCUMENTATION (Check all that apply):</b>			
<input type="checkbox"/>	Revised Scope of Work		
<input checked="" type="checkbox"/>	Revised Financial Plan		
<input checked="" type="checkbox"/>	Other: Exhibit A		

**11. SIGNATURES**

**AUTHORIZED REPRESENTATIVE:** BY SIGNATURE BELOW, THE SIGNING PARTIES CERTIFY THAT THEY ARE THE OFFICIAL  
REPRESENTATIVES OF THEIR RESPECTIVE PARTIES AND AUTHORIZED TO ACT IN THEIR RESPECTIVE AREAS FOR MATTERS RELATED  
TO THE ABOVE-REFERENCED GRANT/AGREEMENT.


11.A. GILA COUNTY, ARIZONA SIGNATURE	11.B. DATE SIGNED	11.C. U.S. FOREST SERVICE SIGNATURE	11.D. DATE SIGNED
(Signature of Signatory Official)		(Signature of Signatory Official)	
11.E. NAME (type or print): TOMMIE C. MARTIN		11.F. NAME (type or print): NEIL J. BOSWORTH	
11.G. TITLE (type or print): Chairman Gila County Board of Supervisors		11.H. TITLE (type or print): Forest Supervisor	



## ATTEST:

<hr/> <div>Clerk of the Board of Supervisors</div> <div>Date</div>	<hr/> <div>Special Agent in Charge, Southwestern Region</div> <div>Date</div>
<hr/> <div>Adam Shepherd, Sheriff</div> <div>Date</div>	

## 12. G&amp;A REVIEW

<div>12.A. The authority and format of this modification have been reviewed and approved for signature by:</div> <div> SHERRY J. SMITH U.S. Forest Service Grants &amp; Agreements Specialist</div>	<div>12.B. DATE SIGNED</div> <div>8/31/2017</div>
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USDA Forest Service

OMB 0596-0217  
FS-1500-19

\_\_\_\_\_  
  
APPROVED AS TO FORM  
\_\_\_\_\_

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_

JEFFERSON R. DALTON,  
DEPUTY COUNTY ATTORNEY, CIVIL BUREAU  
CHIEF



#### Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.



**MODIFICATION OF GRANT OR AGREEMENT**PAGE  
PAGES

OF

1

<b>1. U.S. FOREST SERVICE GRANT/AGREEMENT NUMBER:</b> 16-LE-11031200-004		<b>2. RECIPIENT/COOPERATOR GRANT or AGREEMENT NUMBER, IF ANY:</b>	<b>3. MODIFICATION NUMBER:</b> 1
<b>4. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING GRANT/AGREEMENT (unit name, street, city, state, and zip + 4):</b> Sherry Smith, Grant & Agreement Specialist Tonto National Forest, Supervisor's Office 2324 East McDowell Road Phoenix, AZ 85006		<b>5. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING PROJECT/ACTIVITY (unit name, street, city, state, and zip + 4):</b> Bray Addison, Patrol Captain Tonto National Forest, Supervisor's Office 2324 East McDowell Road Phoenix, AZ 85006	
<b>6. NAME/ADDRESS OF RECIPIENT/COOPERATOR (street, city, state, and zip + 4, county):</b> Adam Shepherd, Sheriff Gila County Sheriff Office P.O. Box 311 Globe, AZ 85501		<b>7. RECIPIENT/COOPERATOR'S HHS SUB ACCOUNT NUMBER (For HHS payment use only):</b>	

**8. PURPOSE OF MODIFICATION**

<b>CHECK ALL THAT APPLY:</b>	This modification is issued pursuant to the modification provision in the grant/agreement referenced in item no. 1, above.
<input checked="" type="checkbox"/>	CHANGE IN PERFORMANCE PERIOD: 2017 CY Operating Plan estimated January 1, 2017 through Dec 31, 2107.
<input checked="" type="checkbox"/>	CHANGE IN FUNDING: Add funding in the amount of \$74,800.00 for work to be performed in CY2017 Annual Financial and Operating Plan, attached as Exhibit A.
<input checked="" type="checkbox"/>	ADMINISTRATIVE CHANGES: Add additional language to the Cooperative Law Enforcement Agreement (see 9. below)
<input type="checkbox"/>	OTHER (Specify type of modification):

Except as provided herein, all terms and conditions of the Grant/Agreement referenced in 1, above, remain unchanged and in full force and effect.

**9. ADDITIONAL SPACE FOR DESCRIPTION OF MODIFICATION (add additional pages as needed):**

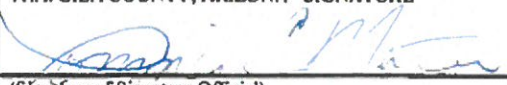

Note: 2017 Annual Operating Plan will be incorporated as Exhibit A to this agreement.

**10. ATTACHED DOCUMENTATION (Check all that apply):**

<input type="checkbox"/>	Revised Scope of Work
<input type="checkbox"/>	Revised Financial Plan
<input checked="" type="checkbox"/>	Other: Exhibit A, CY2017 Annual Financial and Operating Plan

**11. SIGNATURES**

**AUTHORIZED REPRESENTATIVE: BY SIGNATURE BELOW, THE SIGNING PARTIES CERTIFY THAT THEY ARE THE OFFICIAL REPRESENTATIVES OF THEIR RESPECTIVE PARTIES AND AUTHORIZED TO ACT IN THEIR RESPECTIVE AREAS FOR MATTERS RELATED TO THE ABOVE-REFERENCED GRANT/AGREEMENT.**

<b>11.A. GILA COUNTY, ARIZONA SIGNATURE</b>  (Signature of Signatory Official)	<b>11.B. DATE SIGNED</b> 1-24-17	<b>11.C. U.S. FOREST SERVICE SIGNATURE</b>  (Signature of Signatory Official)	<b>11.D. DATE SIGNED</b> 2-10-17
<b>11.E. NAME (type or print):</b> TOMMIE C. MARTIN		<b>11.F. NAME (type or print):</b> NEIL J. BOSWORTH	
<b>11.G. TITLE (type or print):</b> Chairman Gila County Board of Supervisors		<b>11.H. TITLE (type or print):</b> Forest Supervisor	




USDA Forest Service


OMB 0596-0217

FS-1500-19

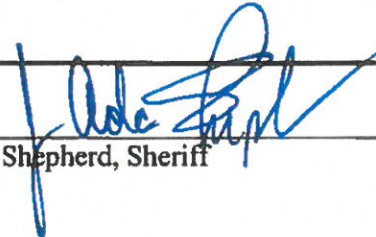
ATTEST:

 1-24-17  
Date

Clerk of the Board of Supervisors

 2/15/17  
Date


Special Agent in Charge,  
Southwestern Region

 1-11-17  
Date

Adam Shepherd, Sheriff

12. G&A REVIEW

12.A. The authority and format of this modification have been reviewed and approved for signature by:



SHERRY J. SMITH

U.S. Forest Service Grants & Agreements Specialist

12.B. DATE  
SIGNED

2/7/2017



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APPROVED AS TO FORM

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THIS          DAY OF          , 201

---

BY: \_\_\_\_\_

JEFFERSON R. DALTON,  
DEPUTY COUNTY ATTORNEY, CIVIL BUREAU  
CHIEF



## INSTRUCTIONS FOR FORM FS-1500-19

1. Enter the original U.S. Forest Service agreement number.
2. Enter the cooperator's agreement number, if applicable.
3. Enter the number for this Modification, i.e. 01, 02, or 03. The first modification to an instrument is '01', subsequent modifications receive a subsequent modification number (for example, the fourth modification is '04').
4. Enter the address of the G&A Specialist/Signatory Official responsible for this agreement.
5. Enter the address of the U.S. Forest Service Program/Project Manager or Lead Scientist responsible for this agreement.
6. Enter the cooperator's address.
7. Enter the cooperator's HHS Sub-Account numbers, if funding is provided on this modification (for example: G2412345003)  
(Only used by NA/S&PF and NRS)
8. Select all boxes that apply:
  - Change in Performance = updated performance period agreed to.
  - Change in Funding = obligation OR de-obligation amount and new totals.
  - Administrative = change in pay address, administrator address, correcting typing errors, etc.
  - Other = any other modification not described, such as update new objective to study plan, change the Principle Investigator, etc.
9. Insert changes such as updated provision, tasks, or any other data needed by the modification, add additional pages as needed.
10. Check all boxes that apply and ensure to attach these documents to the modification. Other attachments could include SF-424 forms.
11. A – D, self explanatory.
11. E – H, Type or print the names of signatory officials.
12. G&A Specialist signs and dates before sending to the individuals in block 11, if all modification data are approved for signature.



USDA Forest Service

OMB 0596-0217  
FS-1500-19

#### Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.



FS Agreement No. 16-LE-11031200-004

Cooperator Agreement No. \_\_\_\_\_

**EXHIBIT A****COOPERATIVE LAW ENFORCEMENT ANNUAL OPERATING PLAN &  
FINANCIAL PLAN****Between The  
Gila County Sheriff's Office  
And the  
USDA, FOREST SERVICE  
Tonto National Forest****2017 ANNUAL OPERATING AND FINANCIAL PLAN**

This Annual Financial and Operating Plan (Annual Operating Plan), is hereby made and entered into by and between the Gila County Sheriff's Office, hereinafter referred to as "Cooperator," and the USDA, Forest Service, Tonto National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement #16-LE-11031200-004 executed on March 30, 2016. This Annual Operating Plan is made and agreed to as of the last date signed below and is for the estimated period beginning January 1, 2017 and ending December 31, 2017.

Previous Year Carry-over: \$0.00Current Calendar Year Obligation: \$74,800.00CY2017 Total Annual Operating Plan: \$74,800.00**I. GENERAL:**

- A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

**Principle Cooperator Contacts:**

<b>Cooperator Program Contact</b>	<b>Cooperator Administrative Contact</b>
Name: Adam Shepherd, Sheriff Address: Gila County Sheriff's Office P.O. Box 311 Globe, AZ 85501 Telephone: (928) 425-4449 FAX: (928) 425-5674 Email: <a href="mailto:ashepherd@gilacountyaz.gov">ashepherd@gilacountyaz.gov</a>	Name: Sarah White, CAO Address: Gila County Sheriff's Office P.O. Box 311 Globe, AZ 85501 Telephone: (928) 402-8572 FAX: (928) 425-5674 Email: <a href="mailto:sawhite@gilacountyaz.gov">sawhite@gilacountyaz.gov</a>



**Principle U.S. Forest Service Contacts:**

<b>U.S. Forest Service Program Manager Contact</b>	<b>U.S. Forest Service Administrative Contact</b>
Name: Bray Addison, Patrol Captain Central Arizona Zone, LE&I Address: 2324 East McDowell Road City, State, Zip: Phoenix, AZ 85006 Telephone: (602) 225-5241 FAX: (602) 225-5286 Email: <a href="mailto:brayaddison@fs.fed.us">brayaddison@fs.fed.us</a>	Name: Sherry J. Smith, Grants Management Specialist Address: 2324 East McDowell Road City, State, Zip: Phoenix, AZ 85006 Telephone: (602) 225-5383 FAX: (602) 225-5361 Email: <a href="mailto:sherrysmith@fs.fed.us">sherrysmith@fs.fed.us</a>

- B. Reimbursement for all types of enforcement activities shall be at the following rates unless specifically stated otherwise:

\$0.60/mile patrolled  
Per diem rate is \$25.00/day  
Wages for the individual officers at the prevailing rate (\$36.10 - \$47.12) to include fringe benefits.

**II. PATROL ACTIVITIES:**

- A. Time schedules for patrols will be flexible to allow for emergencies, other priorities, and day-to-day needs of both Cooperator and the U.S. Forest Service. Ample time will be spent in each area to make residents and visitors aware that law enforcement officers are in the vicinity.

1. Patrol on following U.S. Forest Service roads:

- National Forest System Roads 32, 33, 34, 55, 60, 64, 71, 112, 184, 188, 194, 198, 199, 200, 203, 208, 222, 242, 284, 287, 287A, 287B, 289, 291, 303, 304, 349, 406, 412, 417, 419, 423, 424, 426, 428, 430, 435, 445, 449, 473, 583, 608, 651, and 708.

2. Patrol in the following campgrounds, developed sites, or dispersed areas:

**Globe Ranger District**

- Tuxedo Junction, CCC Camp and Sulfide Del Rey Campground: .Late night patrol between 2200-0300 Friday and Saturday nights
- Pioneer Pass: once per week, daytime/weekends.
- Pinal Peak summer homes: once per week during the summer, and once per month during the winter.
- Pipeline area in the vicinity of the junction of Highways 70 & 77.
- Other patrols as needed on the Globe District, with emphasis on areas of illegal woodcutting. These illegal cutting areas are determined through contact by the Gila County Sheriff's Office in Globe and the Globe Ranger District.



**Payson Ranger District**

- Upper and lower Tonto Campgrounds and Christopher Creek Campground: Friday through Sunday during May through September, and twice per month in the winter.
- Other patrols as needed on the Payson District, with emphasis on areas of illegal woodcutting. These illegal cutting areas are determined through contact by the Gila County Sheriff's Office in Payson and the Payson Ranger District.

**Pleasant Valley Ranger District**

- Haigler Creek and Alderwood Campgrounds, upper and lower Canyon Creek Campgrounds, Workman Creek area: Friday through Sunday during May through September and late night patrols and at least twice per month in winter.
- Coyote Junction: late night during the summer.
- Other patrols as needed on the Pleasant Valley District, with emphasis on areas of illegal woodcutting. These illegal cutting areas are determined through contact by the Gila County Sheriff's Office in Payson and the Pleasant Valley Ranger District.

**Tonto Basin Ranger District**

- Roosevelt Lake campgrounds: late night patrols Friday through Sunday year-around.
- Lone Pine Saddle, Campaign Trailhead, Cherry and Coon Creek areas: Twice per month.

**3. The Cooperator further agrees:**

To assist Forest Service Officers in the enforcement of natural resource conservation laws, rules, and regulations whenever possible.

Dispatch additional deputies within manpower constraints for unforeseen or emergency situations upon request of the Forest Service.

Provide radio communications for Forest Service law enforcement personnel as needed. When advised that a Forest Service Law Enforcement Officer is "in service" on the Cooperator's frequency, the Cooperator dispatcher will provide basic officer safety welfare monitoring, welfare checks during vehicle stops and violator contacts, provide Arizona Criminal Justice information System (ACJIS)/National crime Information Center (NCIC) and Motor Vehicle Division (MVD) queries on request, and otherwise provide routine police dispatch services consistent with the Cooperator's own internal policies.

Maintain interagency communication by means of informal meetings between the Forest Officers, Law Enforcement Officers for the purpose of exchanging mutually benefiting information.



Upon request of the Forest Service, the Cooperator shall provide copies of arrest reports, investigative reports, criminal complaints, citations, and other department records relating to crimes, offenses, disturbances, complaints and public safety responses handled by the Cooperator within the National Forest System. Also upon request from the Forest Service, the Cooperator will provide statistical summaries of all incidents occurring within the National Forest System, subject to the capabilities of its automated data collection/retrieval systems.

Total reimbursement for this category shall not exceed the amount of: \$74,800.00

### III. SPECIAL ENFORCEMENT SITUATIONS:

- A. Special Enforcement Situations include but are not limited to: Fire Emergencies, Drug Enforcement, and certain Group Gatherings.
- B. Funds available for special enforcement situations vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Requests for funds should be made to the U.S. Forest Service designated representative listed in Item I-A of this Annual Operating Plan. The designated representative will then notify the Cooperator whether funds will be authorized for reimbursement. If funds are authorized, the parties will then jointly prepare a revised Annual Operating Plan.
  - 1. Drug Enforcement: This will be handled on a case by case basis. The request will normally come from the patrol Captain; however, it may come from the Special Agent in Charge or their designated representative. Reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to the incident will coordinate all of their activities with the designated officer in charge of the incident.
  - 2. Fire Emergency: During emergency fire suppression and fire severity situations and upon request by the Forest Service pursuant to an incident resource order, the Cooperator agrees to provide special services beyond those provided under Section II-A, within the Cooperator's resource capabilities, for the enforcement of State and local laws related to the protection of persons and their property. The Cooperator will be compensated at the rate specified in Section I-B; the U.S. Forest Service will specify times and schedules. Upon concurrence of the local Patrol Captain or their designated representative, an official from the Incident Management Team managing the incident, Cooperator personnel assigned to an incident where meals are provided will be entitled to such meals.



**All requests to provide additional law enforcement support on National Forest System lands during extreme fire conditions will become effective and reimbursable only when the Forest Service specifically requests assistance through the Forest Dispatch or Expanded Dispatch Office, a Resource Order Number is provided, and the County Dispatch Office is notified of the request. Initial attack responses without a Resource Order by the Forest Service are not reimbursable.**

Upon request and concurrence by the Sheriff's Department,

The Sheriff's Department shall:

- a. Provide to the Forest Service, fully equipped Sheriff's Deputies who meet the standards of training as listed in the Cooperative Law Enforcement Agreement, Provisions II-B, including appropriate vehicles(s), in numbers requested by the Forest Service to provide law enforcement for fire severity or fire suppression situations. These duties are above and beyond the customary duties that are routinely provided by the Sheriff's Office and will be covered under Special Enforcement Situations. The Sheriff's Deputies will continue to work under the direction of the Sheriff's Department. The Sheriff's Deputies will coordinate their patrol activities with the U.S. Forest Service Patrol Captain, or their designee, while assigned to each specific fire severity or fire suppression patrol area, and coordinate their activities with the Incident Commander while assigned to each specific wildland fire severity or fire suppression situation. All Deputies assigned to a wildland fire severity or fire suppression situation are required to follow Check-in and Demobilization procedures.
- b. Assign Sheriff's Deputies requested by the Forest Service for fire severity or fire suppression situation patrols and law enforcement.
- c. Furnish itemized statements of expenditures to the Forest Service for the fire severity or fire suppression situation services requested by the Forest Service, at the address below:

Bray Addison, Patrol Captain  
Central Arizona Zone, LE&I  
2324 East McDowell Road  
Phoenix, AZ 85006

The Patrol Captain will review and approve the invoice, and forward the invoice and support documentation to Incident Finance for payment.

Billing requests will include the following information:

Cooperator Name, address, phone number and agency financial contact



Invoice or Bill number;  
Resource Order number(s);  
Appropriate incident number (State code or Forest Service P-code and override);  
Cooperative Law Enforcement Agreement number;  
Dates of the incident covered by the billing; and  
Location and jurisdictional unit of the incident.

Summary cost data for the amount being billed:

Use incident-generated cost reports generated by the Agency to support the billing whenever possible. Summary cost data may include, but not limited to, a list of personnel expenses including base, overtime and travel and a listing by vendor name and amount spent for supplies and services procured.

The Forest Service shall:

- a. Relay requests to the Sheriff's Department to provide fully equipped Sheriff's Deputies, including vehicles, through Forest Service Dispatch or Expanded Dispatch Office to the County Dispatch Office, including specific information on numbers of Deputies needed, tour, location, expected length of duty, authorization for overtime expenditures, and fire severity (S-code) or fire suppression (P-code) for billing. A resource order number must be issued by the Forest Service to support each request. The resource order number will be provided to the Sheriff's Office by the Forest Dispatcher.
  - b. Post each Deputy's time and vehicle mileage to a Fire Time Report (Optional Form 288) to provide documentation to support payment of each itemized statement of expenditures provided by the Sheriff's Department.
  - c. Reimburse the Sheriff's Department for requested fire severity or fire suppression special enforcement situation services that are provided and covered under this Section, at the prevailing rates as per Section I, Paragraph B above.
3. Group Gatherings: This includes but is not limited to situations which are normally unanticipated or which typically include very short notices, large group gatherings such as rock concerts, demonstrations, and organization rendezvous. Upon authorization by a Forest Service representative listed in Section I-A for requested services of this nature, reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to this type of incident will normally coordinate their activities with the designated officer in charge of the incident.





This includes but is not limited to situations which are normally unanticipated or which typically include very short notice, large group gatherings such as rock concerts, demonstrations, and organizational rendezvous.

#### IV. BILLING FREQUENCY:

*See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information.*

- A. Quarterly Billing for reimbursement to the Sheriff's Office for items listed under Sections II, shall not exceed \$74,800.00.
- B. The following is a breakdown of the total estimated costs associated with this Annual Operating Plan.

Category	Estimated Costs	Not to Exceed by %
Patrol Activities	\$74,800.00	N/A
Training	0.00	N/A
Equipment/Supplies	0.00	N/A
Special Enforcement Situations	0.00	N/A
<b>Total</b>	<b>\$74,800.00</b>	<b>N/A</b>

- C. Any remaining funding in this Annual Operating Plan may be carried forward to the next fiscal year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or de-obligated at the request of the U.S. Forest Service. *See Cooperative Law Enforcement Agreement Provision IV-D.*

#### Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.



FS Agreement No. 16-LE-11031200-004  
Cooperator Agreement No. \_\_\_\_\_

**COOPERATIVE LAW ENFORCEMENT AGREEMENT**  
**Between The**  
**GILA COUNTY SHERIFF'S OFFICE**  
**And The**  
**USDA, FOREST SERVICE**  
**TONTO NATIONAL FOREST**

This COOPERATIVE LAW ENFORCEMENT AGREEMENT ('Agreement') is entered into by and between the Gila County Sheriff's Office, hereinafter referred to as "Cooperator," and the USDA, Forest Service, Tonto National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of the Cooperative Law Enforcement Act of August 10, 1971, Pub. L. 92-82, 16 U.S.C. 551a.

Background: The parties to this agreement recognize that public use of National Forest System lands (NFS lands) is usually located in areas that are remote or sparsely populated. The parties also recognize that the enforcement of State and local law is related to the administration and regulation of NFS lands and Cooperator has/have a limited amount of financing to meet their responsibility of enforcing these laws.

Title: Gila County Sheriff's Office Law Enforcement Agreement

**I. PURPOSE:**

The purpose of this agreement is to document a cooperative effort between the parties to enhance State and local law enforcement in connection with activities on NFS lands and provide for reimbursement to Cooperator for the intensified portion of this effort.

In consideration of the above premises, the parties agree as follows:

**II. THE COOPERATOR SHALL:**

- A. Perform in accordance with the approved and hereby incorporated Annual Financial and Operating Plan (Annual Operating Plan) attached as Exhibit A. *See related Provision IV-E.*
- B. Ensure that the officers/agents of Cooperator performing law enforcement activities under this agreement meet the same standards of training required of the officers/agents in their jurisdiction, or the State Peace Officers Standards of Training where they exist.
- C. Provide uniformed officers/agents with marked vehicles to perform all activities unless agreed to otherwise in the Annual Operating Plan.
- D. Advise the U.S. Forest Service Principal Contact, listed in Provision IV-B, of any suspected criminal activities in connection with activities on NFS lands.



- E. Upon the request of the U.S. Forest Service, dispatch additional deputies within manpower capabilities during extraordinary situations as described in Provision IV-J.
- F. Complete and furnish annually the U.S. Forest Service with Form FS-5300-5, Cooperative Law Enforcement Activity Report, identifying the number of crimes occurring on NFS lands. The report shall follow the FBI Uniform Crime Reporting groupings, Part I and Part II offenses. Offenses and arrest information shall be combined and reported for each crime. This report shall separate the crimes handled under this agreement from those handled during regular duties.
- G. Provide the U.S. Forest Service Principal Contact, listed in Provision IV-B, with case reports and timely information relating to incidents/crimes in connection with activities on NFS lands.
- H. Bill the U.S. Forest Service for Cooperator's actual costs incurred to date, displayed by separate cost elements, excluding any previous U.S. Forest Service payment(s) made to the date of the invoice, not to exceed the cumulative funds obligated hereunder and as specified on the Annual Operating Plan. Billing frequency will be as specified in the Annual Operating Plan. *See related Provisions III-B, IV-I, and IV-P.*
- I. Give the U.S. Forest Service or Comptroller General, through any authorized representative, access to and the right to examine all records related to this agreement. As used in this provision, "records" include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- J. Comply with all Federal statutes relating to nondiscrimination and all applicable requirements of all other Federal laws, Executive Orders, regulations, and policies. These include, but are not limited to Sections 119 and 504 of the Rehabilitation Act of 1973 as amended, which prohibits discrimination on the basis of race, color, religion, sex, age, national origin, marital status, familial status, sexual orientation, participation in any public assistance program, or disability.
- K. Maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or agreement term(s). For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at [www.sam.gov](http://www.sam.gov).
- L. Monitor the U.S. Forest Service radio during the following time period(s): For any emergency or assistance required between the dates of last signature and December 31, 2020. Address any concerns or notify/ request assistance from the U.S. Forest Service as required in the judgment of Cooperator.

**III. THE U.S. FOREST SERVICE SHALL:**

- A. Perform in accordance with the Annual Operating Plan attached as Exhibit A.
- B. Reimburse Cooperator for actual expenses incurred, not to exceed the estimated amount shown in the Annual Operating Plan. The U.S. Forest Service will make payment for project costs upon receipt of an invoice. Each correct invoice shall display Cooperator's actual expenditures to date of the invoice, displayed by separate cost elements as documented in the Annual Operating Plan, less any previous U.S. Forest Service payments. *See related Provisions II-H and IV-I.* The invoice should be forwarded as follows:

**Submit original invoice(s) for  
payment to:**

USDA, Forest Service  
Albuquerque Service Center  
Payments – Grants & Agreements  
101B Sun Avenue NE  
Albuquerque, NM 87109  
FAX: (877) 687-4894  
E-Mail: asc\_ga@fs.fed.us

**Send copy to:**

Bray Addison, Patrol Captain  
U.S. Forest Service  
Tonto National Forest  
2324 East McDowell Rd.  
Phoenix, AZ 85006  
Phone: 602-225-5241  
E-Mail: brayaddison@fs.fed.us

**IV. IT IS MUTUALLY UNDERSTOOD AND AGREED UPON BY AND BETWEEN THE PARTIES THAT:**

- A. The parties will make themselves available, when necessary to provide for continuing consultation, exchange information, aid in training and mutual support, discuss the conditions covered by this agreement and agree to actions essential to fulfill its purposes.
- B. The principal contacts for this agreement are:

**Principal Cooperator Contacts:**

<b>Cooperator Program Contact</b>	<b>Cooperator Administrative Contact</b>
Name: Adam Shepherd Address: Gila County Sheriff's Office P.O. Box 311 City, State, Zip: Globe, AZ 85501 Telephone: (928) 425-4449 FAX: (928) 425-5674 Email: ashepherd@gilacountyaz.gov	Name: Sarah White Address: Gila County Sheriff's Office P.O. Box 311 City, State, Zip: Globe, AZ 85501 Telephone: (928) 425-4449 FAX: (928) 425-5674 Email: sawhite@gilacountyaz.gov



acquisition cost less depreciation at the termination of the agreement. Cooperator is/are responsible for all operating and maintenance costs for equipment that the U.S. Forest Service has reimbursed Cooperator for and/or transferred to Cooperator under the AD-107 process or equivalent.

- L. Equipment and supplies approved for purchase under this agreement are available only for use as authorized. The U.S. Forest Service reserves the right to transfer title to the U.S. Forest Service of equipment and supplies, with a current per-unit fair market value in excess of \$5,000.00, purchased by Cooperator using any Federal funding. Upon expiration of this agreement Cooperator shall forward an equipment and supply inventory to the U.S. Forest Service, listing all equipment purchased throughout the life of the project and unused supplies. The U.S. Forest Service will issue disposition instructions within 120 calendar days, in accordance with equipment regulations contained in 7 CFR 3016.32.
- M. When no equipment or supplies are approved for purchase under an Annual Operating Plan, U.S. Forest Service funding under this agreement is not available for reimbursement of Cooperator's purchase of equipment or supplies.
- N. When State conservation agencies have the responsibility for public protection in addition to their normal enforcement responsibility, their public protection enforcement activities may be included in Annual Operating Plans and are then eligible for reimbursement. Reimbursement is not authorized to State Conservation Agencies for enforcement of fish and game laws in connection with activities on NFS lands.
- O. Pursuant to 31 U.S.C. 3716 and 7 CFR, Part 3, Subpart B, any funds paid to Cooperator in excess of the amount to which Cooperator is/are finally determined to be entitled under the terms and conditions of the award constitute a debt to the federal Government. If not paid within a reasonable period after the demand for payment, the Federal awarding agency may reduce the debt by:
  - 1. Making an administrative offset against other requests for reimbursements.
  - 2. Withholding advance payments otherwise due to Cooperator.
  - 3. Taking other action permitted by statute.Except as otherwise provided by law, the Federal awarding agency shall charge interest on an overdue debt in accordance with 4 CFR, Chapter II "Federal Claims Collection Standards" and 31 U.S.C. Chapter 37.
- P. Modifications within the scope of the agreement shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by both parties, prior to any changes being performed. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.

**Principal U.S. Forest Service Contacts:**

<b>U.S. Forest Service Program Manager Contact</b>	<b>U.S. Forest Service Administrative Contact</b>
Name: Bray Addison, Patrol Captain Address: Central Arizona Zone, LEI 2324 East McDowell Road City, State, Zip: Phoenix, AZ 85006 Telephone: (602) 225-5241 FAX: (602) 225-5286 Email: brayaddison@fs.fed.us	Name: Sherry Smith Address: USDA Forest Service, Tonto NF City, State, Zip: Phoenix, AZ 85006 Telephone: (602)225-5383 FAX: (602)225-5361 Email: sherrysmith@fs.fed.us

- C. An Annual Operating Plan will be negotiated on a calendar year basis. At the end of the year, funds not spent may be carried forward to the next year, or deobligated at the request of the U.S. Forest Service. Upon expiration of the Cooperative Law Enforcement Agreement, funds not spent will be deobligated.
- D. This agreement has no effect upon Cooperator's right to exercise civil and criminal jurisdiction on NFS lands nor does this agreement have any effect upon the responsibility of the U.S. Forest Service for the enforcement of federal laws and regulations relative to NFS lands.
- E. Any Annual Operating Plan added to this agreement will be jointly prepared and agreed to by the parties. The Annual Operating Plan shall at a minimum contain:
1. Specific language stating that the Annual Operating Plan is being added to this agreement thereby subjecting it to the terms of this agreement.
  2. Specific beginning and ending dates.
  3. Bilateral execution prior to any purchase or the performance of any work for which reimbursement is to be made.
  4. Specify any training, equipment purchases, and enforcement activities to be provided and agreed rates for reimbursement including the maximum total amount(s) for reimbursement.
  5. An estimate of the useful life of any equipment purchased under this agreement as required by Provision IV-K.
  6. Billing frequency requirement(s). *See related Provisions II-H and III-B.*
  7. Designation of specific individuals and alternate(s) to make or receive requests for enforcement activities under this agreement.





8. A review and signature of a U.S. Forest Service Agreements Coordinator.
- F. Nothing in this agreement obligates either party to accept or offer any Annual Operating Plan under this agreement.
- G. The officers/agents of Cooperator performing law enforcement activities under this agreement are, and shall remain, under the supervision, authority, and responsibility of Cooperator. Law enforcement provided by Cooperator and its employees shall not be considered as coming within the scope of federal employment and none of the benefits of federal employment shall be conferred under this agreement.
- H. Federal Communication Commission procedures will be followed when operating radio(s) on either party's frequency.
- I. Cooperator's reimbursable expenses must be: listed in an approved Annual Operating Plan; expended in connection with activities on NFS lands; and expenses beyond those which are normally able to provide.
- J. During extraordinary situations such as, but not limited to: fire emergency, drug enforcement activities, or certain group gatherings, the U.S. Forest Service may request to provide additional special enforcement activities. The U.S. Forest Service will reimburse Cooperator for only the additional activities requested and not for activities that are regularly performed by Cooperator.
- K. Reimbursement may include the costs incurred by Cooperator in equipping or training its officers/agents to perform the additional law enforcement activities authorized by this agreement. Unless specified otherwise in the Annual Operating Plan, reimbursement for equipment and training will be limited to a pro rata share based on the percentage of time an officer/agent spends or equipment is used under this agreement.

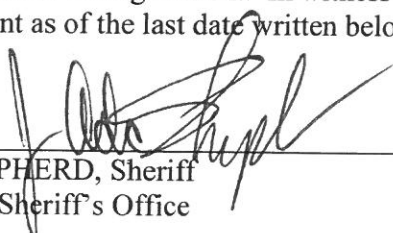
When reimbursement for items such as radios, radar equipment, and boats is being contemplated, reimbursement for leasing of such equipment should be considered. If the U.S. Forest Service's equipment purchases are approved in the Annual Operating Plan, an estimate of the useful life of such equipment shall be included. When purchased, equipment use rates shall include only operation and maintenance costs and will exclude depreciation and replacement costs. Whether Cooperator is/are reimbursed for lease/purchase costs, or the U.S. Forest Service purchases and transfers the equipment, the total cost for the equipment cannot exceed the major portion of the total cost of the Annual Operating Plan unless approved by all parties in the agreement and shown in the Annual Operating Plan.

When the U.S. Forest Service provides equipment, the transfer shall be documented on an approved property transfer form (AD-107) or equivalent. Title shall remain with the U.S. Forest Service, however; Cooperator shall ensure adequate safeguards and controls exist to protect loss or theft. Cooperator shall be financially responsible for any loss at original






- Q. Either party, in writing, may terminate this agreement in whole, or in part, at any time before the date of expiration. Neither party shall incur any new obligations for the terminated portion of this agreement after the effective date and shall cancel as many obligations as is possible. Full credit shall be allowed for each party's expenses and all noncancelable obligations properly incurred up to the effective date of termination.
- R. This agreement in no way restricts the U.S. Forest Service or Cooperator from participating in similar activities with other public or private agencies, organizations, and individuals.
- S. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- T. Any information furnished to the U.S. Forest Service under this agreement is subject to the Freedom of Information Act (5 U.S.C. 552).
- U. This agreement is executed as of the date of the last signature and, unless sooner terminated, shall be effective for a period of five years through December 31, 2020.
- V. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement. In witness whereof, the parties hereto have executed this agreement as of the last date written below.



ADAM SHEPHERD, Sheriff  
Gila County Sheriff's Office

12-15-15  
Date



NEIL J. BOSWORTH, Forest Supervisor  
U.S. Forest Service, Tonto National Forest

3/28/16  
Date



1-5-2016

Date

Michael A. Pastor, Chairman  
Board of Supervisors

for   
ROBIN L. POAGUE  
Special Agent in Charge, Region 3

3/30/2016

Date

The authority and format of this agreement have been reviewed and approved for signature.

SHERRY SMITH

U.S. Forest Service Grants Management Specialist

3/28/2016

Date

## Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

FS Agreement No. 16-LE-11031200-004  
Cooperator Agreement No. \_\_\_\_\_**EXHIBIT A****COOPERATIVE LAW ENFORCEMENT ANNUAL OPERATING PLAN &  
FINANCIAL PLAN****Between The  
Gila County Sheriff's Office  
And the  
USDA, FOREST SERVICE  
Tonto National Forest****2016 ANNUAL OPERATING AND FINANCIAL PLAN**

This Annual Financial and Operating Plan (Annual Operating Plan), is hereby made and entered into by and between the Gila County Sheriff's Office, hereinafter referred to as "Cooperator," and the USDA, Forest Service, Tonto National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement #16-LE-11031200-004 executed on December 31, 2015. This Annual Operating Plan is made and agreed to as of the last date signed below and is for the estimated period beginning December 31, 2015 and ending December 31, 2016.

Previous Year Carry-over: \$0.00Current Fiscal Year Obligation: \$74,400.00**FY2015 Total Annual Operating Plan: \$74,400.00****I. GENERAL:**

- A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

**Principle Cooperator Contacts:**

<b>Cooperator Program Contact</b>	<b>Cooperator Administrative Contact</b>
Name: Adam Shepherd, Sheriff Address: Gila County Sheriff's Office P.O. Box 311 Globe, AZ 85501 Telephone: (928) 425-4449 FAX: (928) 425-5674 Email: <a href="mailto:ashepherd@co.gila.az.us">ashepherd@co.gila.az.us</a>	Name: Sarah White, CAO Address: Gila County Sheriff's Office P.O. Box 311 Globe, AZ 85501 Telephone: (928) 402-8579 FAX: (928) 425-5674 Email: <a href="mailto:sawhite@co.gila.az.us">sawhite@co.gila.az.us</a>

**Principle U.S. Forest Service Contacts:**

<b>U.S. Forest Service Program Manager Contact</b>	<b>U.S. Forest Service Administrative Contact</b>
Name: Bray Addison, Patrol Captain Central Arizona Zone, LE&I Address: 2324 East McDowell Road City, State, Zip: Phoenix, AZ 85006 Telephone: (602) 225-5241 FAX: (602) 225-5286 Email: <a href="mailto:brayaddison@fs.fed.us">brayaddison@fs.fed.us</a>	Name: Sherry J. Smith, Grants Management Specialist Address: 2324 East McDowell Road City, State, Zip: Phoenix, AZ 85006 Telephone: (602) 225-5383 FAX: (602) 225-5361 Email: <a href="mailto:sherrysmith@fs.fed.us">sherrysmith@fs.fed.us</a>

- B. Reimbursement for all types of enforcement activities shall be at the following rates unless specifically stated otherwise:

\$0.585/mile patrolled

Per diem rate is \$25.00/day

Wages for the individual officers at the prevailing rate (\$32.70 - \$53.76) per hour plus fringe benefits.

**II. PATROL ACTIVITIES:**

- A. Time schedules for patrols will be flexible to allow for emergencies, other priorities, and day-to-day needs of both Cooperator and the U.S. Forest Service. Ample time will be spent in each area to make residents and visitors aware that law enforcement officers are in the vicinity.

1. Patrol on following U.S. Forest Service roads:

- National Forest System Roads 32, 33, 34, 55, 60, 64, 71, 112, 184, 188, 194, 198, 199, 200, 203, 208, 222, 242, 284, 287, 287A, 287B, 289, 291, 303, 304, 349, 406, 412, 417, 419, 423, 424, 426, 428, 430, 435, 445, 449, 473, 583, 608, 651, and 708.

2. Patrol in the following campgrounds, developed sites, or dispersed areas:

**Globe Ranger District**

- Tuxedo Junction, CCC Camp and Sulfide Del Rey Campground: .Late night patrol between 2200-0300 Friday and Saturday nights
- Pioneer Pass: once per week, daytime/weekends.
- Pinal Peak summer homes: once per week during the summer, and once per month during the winter.
- Pipeline area in the vicinity of the junction of Highways 70 & 77.
- Other patrols as needed on the Globe District, with emphasis on areas of illegal woodcutting. These illegal cutting areas are determined through contact by the Gila County Sheriff's Office in Globe and the Globe Ranger District.



#### **Payson Ranger District**

- Upper and lower Tonto Campgrounds and Christopher Creek Campground: Friday through Sunday during May through September, and twice per month in the winter.
- Other patrols as needed on the Payson District, with emphasis on areas of illegal woodcutting. These illegal cutting areas are determined through contact by the Gila County Sheriff's Office in Payson and the Payson Ranger District.

#### **Pleasant Valley Ranger District**

- Haigler Creek and Alderwood Campgrounds, upper and lower Canyon Creek Campgrounds, Workman Creek area: Friday through Sunday during May through September and late night patrols and at least twice per month in winter.
- Coyote Junction: late night during the summer.
- Other patrols as needed on the Pleasant Valley District, with emphasis on areas of illegal woodcutting. These illegal cutting areas are determined through contact by the Gila County Sheriff's Office in Payson and the Pleasant Valley Ranger District.

#### **Tonto Basin Ranger District**

- Roosevelt Lake campgrounds: late night patrols Friday through Sunday year-around.
- Lone Pine Saddle, Campaign Trailhead, Cherry and Coon Creek areas: Twice per month.

#### **3. The Cooperator further agrees:**

To assist Forest Service Officers in the enforcement of natural resource conservation laws, rules, and regulations whenever possible.

Dispatch additional deputies within manpower constraints for unforeseen or emergency situations upon request of the Forest Service.

Provide radio communications for Forest Service law enforcement personnel as needed. When advised that a Forest Service Law Enforcement Officer is "in service" on the Cooperator's frequency, the Cooperator dispatcher will provide basic officer safety welfare monitoring, welfare checks during vehicle stops and violator contacts, provide Arizona Criminal Justice information System (ACJIS)/National crime Information Center (NCIC) and Motor Vehicle Division (MVD) queries on request, and otherwise provide routine police dispatch services consistent with the Cooperator's own internal policies.

Maintain interagency communication by means of informal meetings between the Forest Officers, Law Enforcement Officers for the purpose of exchanging mutually benefiting information.





Upon request of the Forest Service, the Cooperator shall provide copies of arrest reports, investigative reports, criminal complaints, citations, and other department records relating to crimes, offenses, disturbances, complaints and public safety responses handled by the Cooperator within the National Forest System. Also upon request from the Forest Service, the Cooperator will provide statistical summaries of all incidents occurring within the National Forest System, subject to the capabilities of its automated data collection/retrieval systems.

Total reimbursement for this category shall not exceed the amount of: \$74,400.00

### III. TRAINING:

*See Cooperative Law Enforcement Agreement Provision IV-K for additional information.*

Total reimbursement for this category shall not exceed the amount of: \$0.00.

### IV. EQUIPMENT:

*See Cooperative Law Enforcement Agreement Provisions IV-K, IV-L, and IV-M for additional information.*

- The Cooperator is authorized to purchase miscellaneous equipment and supplies necessary for its employees to adequately and safely perform their job under this agreement.

Total reimbursement for this category shall not exceed the amount of: \$0.00

### V. SPECIAL ENFORCEMENT SITUATIONS:

A. Special Enforcement Situations include but are not limited to: Fire Emergencies, Drug Enforcement, and certain Group Gatherings.

B. Funds available for special enforcement situations vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Requests for funds should be made to the U.S. Forest Service designated representative listed in Item I-A of this Annual Operating Plan. The designated representative will then notify the Cooperator whether funds will be authorized for reimbursement. If funds are authorized, the parties will then jointly prepare a revised Annual Operating Plan.

1. Drug Enforcement: This will be handled on a case by case basis. The request will normally come from the patrol Captain; however, it may come from the Special Agent in Charge or their designated representative. Reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to the incident will





coordinate all of their activities with the designated officer in charge of the incident.

2. Fire Emergency: During emergency fire suppression and fire severity situations and upon request by the Forest Service pursuant to an incident resource order, the Cooperator agrees to provide special services beyond those provided under Section II-A, within the Cooperator's resource capabilities, for the enforcement of State and local laws related to the protection of persons and their property. The Cooperator will be compensated at the rate specified in Section I-B; the U.S. Forest Service will specify times and schedules. Upon concurrence of the local Patrol Captain or their designated representative, an official from the Incident Management Team managing the incident, Cooperator personnel assigned to an incident where meals are provided will be entitled to such meals.

**All requests to provide additional law enforcement support on National Forest System lands during extreme fire conditions will become effective and reimbursable only when the Forest Service specifically requests assistance through the Forest Dispatch or Expanded Dispatch Office, a Resource Order Number is provided, and the County Dispatch Office is notified of the request. Initial attack responses without a Resource Order by the Forest Service are not reimbursable.**

Upon request and concurrence by the Sheriff's Department,

The Sheriff's Department shall:

- a. Provide to the Forest Service, fully equipped Sheriff's Deputies who meet the standards of training as listed in the Cooperative Law Enforcement Agreement, Provisions II-B, including appropriate vehicles(s), in numbers requested by the Forest Service to provide law enforcement for fire severity or fire suppression situations. These duties are above and beyond the customary duties that are routinely provided by the Sheriff's Office and will be covered under Special Enforcement Situations. The Sheriff's Deputies will continue to work under the direction of the Sheriff's Department. The Sheriff's Deputies will coordinate their patrol activities with the U.S. Forest Service Patrol Captain, or their designee, while assigned to each specific fire severity or fire suppression patrol area, and coordinate their activities with the Incident Commander while assigned to each specific wildland fire severity or fire suppression situation. All Deputies assigned to a wildland fire severity or fire suppression situation are required to follow Check-in and Demobilization procedures.
- b. Assign Sheriff's Deputies requested by the Forest Service for fire severity or fire suppression situation patrols and law enforcement.



- c. Furnish itemized statements of expenditures to the Forest Service for the fire severity or fire suppression situation services requested by the Forest Service, at the address below:

Bray Addison, Patrol Captain  
Central Arizona Zone, LE&I  
2324 East McDowell Road  
Phoenix, AZ 85006

The Patrol Captain will review and approve the invoice, and forward the invoice and support documentation to Incident Finance for payment.

Billing requests will include the following information:

Cooperator Name, address, phone number and agency financial contact  
Invoice or Bill number.;  
Resource Order number(s);  
Appropriate incident number (State code or Forest Service P-code and override);  
Cooperative Law Enforcement Agreement number;  
Dates of the incident covered by the billing; and  
Location and jurisdictional unit of the incident.

Summary cost data for the amount being billed:

Use incident-generated cost reports generated by the Agency to support the billing whenever possible. Summary cost data may include, but not limited to, a list of personnel expenses including base, overtime and travel and a listing by vendor name and amount spent for supplies and services procured.

The Forest Service shall:

- a. Relay requests to the Sheriff's Department to provide fully equipped Sheriff's Deputies, including vehicles, through Forest Service Dispatch or Expanded Dispatch Office to the County Dispatch Office, including specific information on numbers of Deputies needed, tour, location, expected length of duty, authorization for overtime expenditures, and fire severity (S-code) or fire suppression (P-code) for billing. A resource order number must be issued by the Forest Service to support each request. The resource order number will be provided to the Sheriff's Office by the Forest Dispatcher.



- b. Post each Deputy's time and vehicle mileage to a Fire Time Report (Optional Form 288) to provide documentation to support payment of each itemized statement of expenditures provided by the Sheriff's Department.
  - c. Reimburse the Sheriff's Department for requested fire severity or fire suppression special enforcement situation services that are provided and covered under this Section, at the prevailing rates as per Section I, Paragraph B above.
3. Group Gatherings: This includes but is not limited to situations which are normally unanticipated or which typically include very short notices, large group gatherings such as rock concerts, demonstrations, and organization rendezvous. Upon authorization by a Forest Service representative listed in Section I-A for requested services of this nature, reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to this type of incident will normally coordinate their activities with the designated officer in charge of the incident.

This includes but is not limited to situations which are normally unanticipated or which typically include very short notice, large group gatherings such as rock concerts, demonstrations, and organizational rendezvous.

#### VI. BILLING FREQUENCY:

*See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information.*

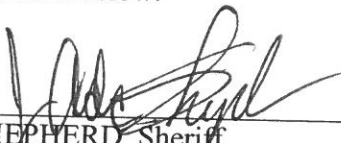
- A. Quarterly Billing for reimbursement to the Sheriff's Office for items listed under Sections II, III and IV shall not exceed \$74,400.00.
- B. The following is a breakdown of the total estimated costs associated with this Annual Operating Plan.

Category	Estimated Costs	Not to Exceed by %
Patrol Activities	\$74,400.00	N/A
Training	0.00	N/A
Equipment/Supplies	0.00	N/A
Special Enforcement Situations	0.00	N/A
<b>Total</b>	<b>\$74,400.00</b>	<b>N/A</b>

- C. Any remaining funding in this Annual Operating Plan may be carried forward to the next fiscal year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or de-obligated at the request of the U.S. Forest Service. *See Cooperative Law Enforcement Agreement Provision IV-D.*




In witness whereof, the parties hereto have executed this Annual Operating Plan as of the last date written below.

  
ADAM SHEPHERD, Sheriff  
Gila County Sheriff's Office

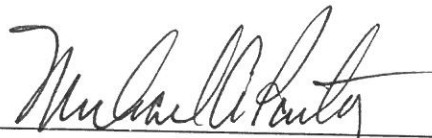
12-15-15

Date

  
NEIL J. BOSWORTH, Forest Supervisor  
U.S. Forest Service, Tonto National Forest

3/28/16

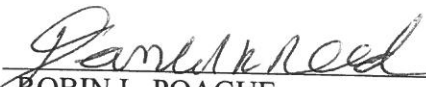
Date



1-5-2016

Date

Michael A. Pastor, Chairman  
Board of Supervisors

For   
ROBIN L. POAGUE  
Special Agent in Charge, Southwestern Region

3/30/2016  
Date

The authority and format of this agreement have been reviewed and approved for signature.

  
SHERRY SMITH  
U.S. Forest Service Grants Manager

3/28/2016  
Date

## Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

**ARF-5971**

**Consent Agenda Item 5. D.**

**Regular BOS Meeting**

**Meeting Date:** 03/24/2020

**Reporting Period:** March 10, 2020 Meeting Minutes

**Submitted For:** Marian Sheppard, Clerk of the Board

**Submitted By:** Melissa Henderson, Deputy Clerk

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**Information**

**Subject**

March 10, 2020 Board of Supervisors' Meeting Minutes

**Suggested Motion**

Approval of the March 10, 2020 Board of Supervisors' meeting minutes.

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**Attachments**

03-10-20 Meeting Minutes

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

Date: March 10, 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 phone); and Tim R. Humphrey, Member

STAFF PRESENT: W. James Menlove, County Manager; Jefferson R. Dalton, Deputy Gila County Attorney, Civil Bureau Chief; Marian Sheppard, Clerk of the Board; and Melissa Henderson, Deputy Clerk of the Board

STAFF ABSENT: Charles Shire, Deputy Gila County Attorney, Civil Bureau

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

Chairman Cline called the Regular Meeting to order at 10:08 a.m. this date in the Board of Supervisors' hearing room. Sherry Grice led the Pledge of Allegiance and Pastor Charles Proudfoot delivered the invocation.

**Item 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 (Gerry) Hillier, Executive Director of the QuadState Local Governments Authority (QSLGA), advised that the QSLGA is a Joint Exercise of Powers Authority established between 8 counties in four western states. Mohave County and La Paz County of Arizona are members. The QSLGA was organized to provide a multi-county voice on federal natural resource management and public land issues primarily in the Mojave Desert region.

He provided an overview of the situation regarding the Sonoran Desert Tortoise. The following information was provided in the staff report for this agenda item:

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. Mr. Hillier commented that additional Arizona counties as members of the QSLGA would enhance the QSLGA's effectiveness as this lawsuit progresses and on other issues such as the proposed listing of the Joshua Tree as an endangered species.

Mr. Hillier talked about proposed legislation regarding county road rights-of-ways on federal land. The QSLGA has been seeking legislation, supported by the National Association of Counties, for four years to provide an administrative means of confirming these historic rights-of-ways. Mr. Hillier commented that the QSLGA is having trouble getting democrat co-sponsors. Congressman O'Halloran agreed to move ahead in spite of pressures on him, but he wants to hear from local folks. Mr. Hillier referenced the briefing paper he provided the Board in advance of this meeting.

Mr. Hillier also provided the Board with information on the SQLGA and stated that if Gila County joined the SQLGA, a local elected official is required to be a member of the board of directors.

Each Board member thanked Mr. Hillier for the presentation.

**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, Human Resources Assistant Senior, read aloud nomination letters for Aimee Staten, Robert Cox-Robinson, and a joint nomination letter for Jerry J. Moore and Zachary Andrade. She advised that since Mr. Juarez was unable to attend the meeting, she would present information on him at a future Board meeting. Ms. Staten works in the Finance Department, and Mr. Cox-Robinson, Mr. Moore and Mr. Andrade work in the Public Works Department. Each employee received a gift card. The Board members congratulated each employee.

**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, Facilities Management Department Director, stated that he was pleased to present the Board with the preliminary design for the proposed new Gila County Animal Shelter and stated, "This has been years in the making." He added that it was developed based on various studies and data collection. He said that because so much preliminary work has been done, he is hoping to present the Board with a guaranteed maximum price budget for approval in June of this year and to have the project completed by April 2021. Michael O'Driscoll, Health and Emergency Management Department Director, advised that over a period of several months, meetings have taken place with the designer, the designer's consultant, Lovin Construction, and staff from the Public Works Department and Facilities Department to come up with this preliminary design. The data has been collected over the past 5-6 years to include the number of animals that come into the animal shelter and the number that leave. Gila County has 2.5 times the national average number of animals housed in its shelter. Mr. O'Driscoll gave credit to John Castaneda, Animal Regulations Enforcement Manager, and his staff for their efforts in getting animals adopted. Mr. O'Driscoll stated that the next step in the process is to meet with the contractor and put numbers to the design. He assured the Board that the cost will be within budget. Each Supervisor thanked Mr. Hickman and Mr. O'Driscoll for the update and commented that they are looking forward to constructing a new animal shelter.

### **Item 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, Finance Director, introduced Olivia Guerrero, President/CEO of the Pinal-Gila Council for Senior Citizens (PGCSC), to the Board. Ms. Guerrero advised that PGCSC receives a majority of its funding from Gila County. The PGCSC is responsible for distributing those funds received from Gila County to senior centers within Gila County. Ms. Guerrero advised that the money is spent on home-bound seniors and case management. In the past year, 66,814 meals were provided and over 2,000 senior citizens were served through case management to include home-delivered meals. She said that the home-delivery program provides the opportunity to also physically check on the senior citizen. Ms. Guerrero said that sometimes that delivery person is the only contact the senior has with someone. She stated, "Without your assistance, we would not have been able to expand centers and there would be decreased meals. All of the senior centers are doing an excellent job." Joann Conlin, Payson Senior Center Director, also expressed her appreciation to the Board for the funding. She added, "The more people we serve, the more seniors will be able to stay in their homes and someone is there to care for them." Each Board member

commented on the importance of providing this funding for the senior centers. Chairman Cline stated that when the funding for the senior centers was reviewed 3 years ago, "it was a mess." Around that time the Board decided to allocate the funding to the PGCSC and authorize PGCSC to distribute the funds to the various senior centers. Chairman Cline stated, "When us 3 pulled it together, we upped the money. The only problem is that we haven't been able to do more as the seniors are important to us." Upon motion by Vice-Chairman Martin, seconded by Supervisor Humphrey, the Board unanimously approved Agreement No. 020520.

Ms. Springer requested to take a picture of the Board members presenting the check to Ms. Guerrero, so at 10:50 a.m. Chairman Cline recessed the meeting for the picture, and he reconvened it at 10:51 a.m.

**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, Globe Regional Constable, advised that a while ago he became aware that the Constable Ethics, Standards and Training Board had grant funds available to purchase equipment. Constable Mancha met with James Menlove, County Manager, to discuss the amount of funding that would be needed to purchase a new vehicle. Mr. Menlove advised Constable Mancha that if he could obtain grant funds for the vehicle, the County would match that amount. Constable Mancha submitted a grant application and the Globe Regional Constable's Office was awarded \$18,000. Mr. Menlove stated, "It has been my philosophy that in public safety if they have initiative to get grant money, we can leverage that money." Constable Mancha advised that a call for bids was advertised in the newspaper and the budget is set at \$36,000 to purchase a pickup truck. Upon motion by Supervisor Humphrey, seconded by Vice-Chairman Martin, the Board unanimously approved the Globe Regional Constable's previous submittal of a FY 2020 Equipment Grant Application to the Constable Ethics, Standards and Training Board; accepted the grant award in the amount of \$18,000; and authorized the Chairman's signature on Grant No. CNA20-405.

**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.**

John Wisner, Hellsgate Fire District Chief, requested the Board's authorization for the County to be the pass-through entity in order to accept grant funds from the Tonto Apache Tribe. He stated, "Fire districts are not created equally, but are treated equally by the law. Demographics say how they can bring in funds and provide service to the community. Bigger districts have an opportunity to grow but not so much Hellsgate." Chief Wisner advised that he approached the Tonto Apache Tribe to get grant funding over a period of 3 years for the Critical Hose Replacement Program; however, a grant was awarded to the District for the full amount. Hubert Nuntty of the Tonto Apache Tribe commented that the Tribe is more than happy to provide funds for the local communities. He stated, "We employ over 300 employees and of that number 19 are tribal members." Supervisor Humphrey stated, "Thanks for the initiative and working together to make the community and the County, as a whole, a better place." Vice-Chairman Martin suggested placing an article in the newspaper to recognize the Tribe's contribution to the District to which the other Board members agreed. Upon motion by Vice-Chairman Martin, seconded by Supervisor Humphrey, the Board unanimously adopted Resolution No. 20-03-01. **(A copy of the resolution is permanently on file in the Board of Supervisors' Office and attached to these minutes.)**

**D. Information/Discussion/Action to approve the budgeted and unbudgeted inter-fund transfers for FY2019.**

Maryn Belling, Finance Department Budget Manager, presented this item. 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. Upon motion by Supervisor Humphrey, seconded by Vice-Chairman Martin, the Board approved the budgeted and unbudgeted inter-fund transfers for FY2019.

**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.**

Ms. Springer advised that the surplus auction is scheduled to take place on April 18<sup>th</sup> beginning at 9:30 a.m. at the Russell Gulch Landfill. Upon motion by Vice-Chairman Martin, seconded by Supervisor Humphrey, the Board unanimously authorized the publication of a Notice of Public Auction for Miscellaneous Surplus Material in the Arizona Silver Belt newspaper on March 18, 2020.

**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, Deputy Gila County Attorney, Civil Bureau Chief, advised that for the past 28 years, Gila County has contracted with the Arizona Department of Economic Services (ADES) to provide child support computer services to the County. He stated, "Gila County is the only county in the state to have the wisdom to have its own program instead of turning it over to the state." He mentioned that Cindy Castaneda, Child Support Director, was present. Board members questioned the reason the County has chosen to administer its own child support program. Ms. Castaneda stated that every employee who works in Child Support has been working for the County 20 plus years and she expressed her appreciation to the Board for allowing the County to provide child support services. She added that Gila County has the highest collection rate in the state for current collections and collections on arrears. Upon motion by Supervisor Humphrey, seconded by Vice-Chairman Martin, the Board unanimously approved Amendment No. 3 to an Intergovernmental Agreement (Contract ID # DI16-002156) with ADES.

**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, Public Works Department Director, requested to table this agenda item to a future Board meeting because the item was not placed on the agenda as a public hearing as required. He added that the hearing was publicly noticed as required by the County's ordinance for the naming of streets. Upon motion by Vice-Chairman Martin, seconded by Supervisor Humphrey, the Board unanimously tabled this agenda item.

**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.**

Mr. Sanders advised that 3 vehicles will be used as Sheriff's Office patrol vehicles. He added that the fleet of vehicles will not increase as older vehicles will be sold at auction. McSpadden Ford met all bid specifications and offered a low bid price of \$65,145.83 per vehicle. Mr. Sanders recommended that the Board award a contract to McSpadden Ford. Upon motion by Supervisor Humphrey, seconded by Vice-Chairman Martin, the Board awarded a contract to McSpadden Ford at a cost of \$65,145.83 per vehicle and as specified in Invitation for Bids No. 121819; and authorized the Chairman's signature on the contract.



**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.**

Mr. Sanders stated that this vehicle will also be used as a Sheriff's Office patrol vehicle. He added that the fleet of vehicles will not increase as an older vehicle will be sold at auction. McSpadden Ford met all bid specifications and offered the low bid price of \$60,336.66 for this vehicle. Mr. Sanders recommended that the Board award a contract to McSpadden Ford. Upon motion by Supervisor Humphrey, seconded by Vice-Chairman Martin, the Board awarded a contract to McSpadden Ford at a cost of \$60,336.66 and as specified in Invitation for Bids No. 121919; and authorized the Chairman's signature on the contract.

**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.**

Mr. Sanders advised that 3 vehicles will be needed in the fleet in the coming year for motor pool use. He added that the fleet of vehicles will not increase as older vehicles will be sold at auction. McSpadden Ford met all bid specifications and offered the low bid price of \$32,488.29 per vehicle. Mr. Sanders recommended that the Board award a contract to McSpadden Ford. Upon motion by Supervisor Humphrey, seconded by Vice-Chairman Martin, the Board awarded a contract to McSpadden Ford at a cost of \$32,488.29 per vehicle and as specified in Invitation for Bids No. 121919-1; and authorized the Chairman's signature on the contract.

**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.**

Mr. Sanders advised that the County received a petition signed by both landowners to abandon the subject streets which have never been built and exist only on paper. He added that vacating these roads will not deny anyone access to their property. Upon motion by Vice-Chairman Martin, seconded by Supervisor Humphrey, the Board unanimously declared 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.

**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.**

Mr. Sanders presented this agenda item and the following information was provided on the staff report: 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 Central Arizona Governments 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 the action of said Amendment No. Two. Upon motion by Supervisor Humphrey, seconded by Vice-Chairman Martin, the Board unanimously adopted Resolution No. 20-03-03. **(A copy of the resolution is permanently on file in the Board of Supervisors' Office and attached to these minutes.)**

**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, Clerk of the Board, explained that the attorney for the Tri-City Regional Sanitary District (TRSD) hand-delivered a petition to her office that was signed by property owners living in the Vertical Heights area of Globe. The petition was a request for the property owners' properties to be de-annexed from the TRSD. Arizona Revised Statute (A.R.S.) § 48-262 states, "*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.*" Ms. Sheppard explained that once the Board of Supervisors validates the petitions, the TRSD will then establish a date and time for the hearing as prescribed in A.R.S. § 48-262 (11). She added that the

Assessor's Office has provided the Board with a report as mentioned in A.R.S. § 48-262 (11). All of the names of property owners match the parcel number listed on the petition except for parcel number 205-01-013A. Ms. Sheppard stated that Patricia Holder and Mitchell Holder signed the petition as owners of parcel number 205-01-013A; however, the property owner is listed as Cyprus Miami Mining Corporation NKA Phelps Dodge Miami Inc. (now owned by Freeport McMoRan Copper & Gold). This parcel is also not within the taxing authority boundaries of the TRSD. She added that per statute only one property owner's signature per parcel counts on the petition. Ms. Sheppard advised that Joseph Williams, Gila County Assessor, was present at the meeting for questions. The Board members thanked Ms. Sheppard for the information. Upon motion by Vice-Chairman Martin, seconded by Supervisor Humphrey, the Board unanimously accepted 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 TRSD; and validated 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.

**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, Deputy County Manager and District Librarian, advised that a draft letter from the Board of Supervisors to the Tonto National Forest was attached to this agenda item. She added that a second draft letter was attached very recently which has additional comments. Ms. Sanders asked the Board members if they wanted to review and discuss the first draft letter or the second draft letter. Chairman Cline replied that he didn't have time to look at the second draft letter, so it was his preference to discuss only the first draft letter. Vice-Chairman Martin and Supervisor Humphrey reviewed the second draft letter, so they expressed a desire to review and discuss the second draft letter. Chairman Cline agreed to review the second draft letter. Ms. Sanders proceeded to review the content of the second draft letter, and she pointed out each change that was made to the second draft letter from the first draft letter. Board members made comments throughout the discussion. Ms. Sanders asked the Board to approve sending the second draft letter with the following changes: 1) Remove the word "and" from the following paragraph on page 7 of 51 – *"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."* and 2) remove the words "such as Dr. Lamar Smith,

Associate Professor Emeritus at the University of Arizona.” from page 16 of 51, paragraph 6, as follows: *“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.~~”* Ms. Sanders stated, “We don’t need to be calling out one expert over another.”

Upon motion by Supervisor Humphrey, seconded by Vice-Chairman Martin, the Board unanimously agreed to submit the second draft letter to the Tonto National Forest with the changes being made to the letter (above) as outlined by Ms. Sanders.

**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 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.**

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

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

There 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, County Manager and Deputy County Manager presented a summary of current events.

**Item 7 – EXECUTIVE SESSION ITEMS:**

Upon motion by Vice-Chairman Martin, seconded by Supervisor Humphrey, the Board unanimously agreed to convene in executive session at 12:46 p.m. to address agenda item 7A.

**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.**

Chairman Cline reconvened the regular meeting at 1:02 p.m. and asked for a motion on agenda item 7A.

Upon motion by Supervisor Humphrey, seconded by Vice-Chairman Martin, the Board unanimously directed the County Attorney's Office to proceed as discussed in the executive session.

There being no further business to come before the Board of Supervisors, Chairman Cline adjourned the meeting at 1:03 p.m.

APPROVED:

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Woody Cline, Chairman

ATTEST:

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Marian Sheppard, Clerk of the Board



**ARF-5845**

**Consent Agenda Item 5. E.**

**Regular BOS Meeting**

**Meeting Date:** 03/24/2020

**Reporting Period:** For the month of February 2020

**Submitted For:** Shelley McPherson, HR and Risk Management Director

**Submitted By:** Erica Raymond, Human Resources Assistant Sr.

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**Information**

**Subject**

Human Resources Department Monthly Reports for February 2020.

**Suggested Motion**

Approval of the Human Resources Department monthly activity reports for February 2020.

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**Attachments**

HR Summary Report

02/04/20 Human Resources Report

02/11/20 Human Resources Report

02/18/20 Human Resources Report

02/25/20 Human Resources Report

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## Human Resources Action Items

Date

Feb-20

Apr-20

0 Jun-20

Aug-20

0 Oct-20

0 Dec-2

20

[illegible]

**HUMAN RESOURCES ACTION ITEMS**  
**FEBRUARY 4, 2020**

**DEPARTURES:**

1. David Hornung - Sheriff's Office - Deputy Sheriff Sgt. - 01/24/20 - General Fund - DOH 07/26/04

**END PROBATIONARY PERIOD:**

2. Robert Reilly - Public Works - Road Maintenance and Equipment Operator - 02/19/20 - Public Works Fund

**HUMAN RESOURCES ACTION ITEMS**  
**FEBRUARY 11, 2020**

**DEPARTURES:**

1. Karrie Powers - Globe Justice Court - Justice Court Clerk Senior - 02/07/20 - General Fund - DOH 03/07/11
2. Yodona Pennell - Library Districts - Library Systems Administrator - 02/14/20 - Library Assistance Fund - DOH 03/02/94

**NEW HIRES:**

3. Janice Chesser - Health and Emergency Services - Community Health Specialist - 02/03/20 - Teen Pregnancy Prevention Services Fund - Replacing Deedra Ursin-Zachary
4. Tiffany Goff - Health and Emergency Services - Administrative Clerk Senior - 02/18/20 - General Fund - Replacing Savannah Barajas
5. Jakob Shaw - Health and Emergency Services - Animal Control Officer - 02/18/20 - Rabies Control Fund - Replacing Kristopher Tower
6. Tina Cummings - Health and Emergency Services - Animal Care Worker - 02/18/20 - Rabies Control Fund - Replacing Felicia Ihrig

**TEMPORARY HIRES TO COUNTY SERVICES:**

7. Sherwood Johnston - Payson Justice Court - Judge Pro Tempore - 01/01/20 - General Fund

**END PROBATIONARY PERIOD:**

8. Celena Cates - Health and Emergency Services - PHEP Planner - 02/17/20 - From General Fund - To PHEP Fund

**DEPARTMENTAL TRANSFERS:**

9. Deeshiaha Jurhs - Sheriff's Office - From Accounting Clerk Specialist - To Records Supervisor - 02/17/20 - General Fund - Replacing Adriean Rutledge

**OTHER ACTIONS:**

10. Cody Thomason - Sheriff's Office - Deputy Sheriff - 02/25/20 - General Fund - Extending probationary period an additional six months

**REQUEST TO POST:**

11. Library Districts - Electronic Resources Library/ILS Administrator - Vacated by Yodona Pennell
12. Sheriff's Office - Accounting Clerk Specialist - Vacated by Deeshiaha Jurhs
13. Globe Justice Court - Justice Court Clerk Senior - Vacated by Karrie Powers

**HUMAN RESOURCES ACTION ITEMS**  
**FEBRUARY 18, 2020**

**DEPARTURES:**

1. Tucker Kilbourne - Sheriff's Office - Deputy Sheriff Detective - 02/21/20 - General Fund - DOH 06/16/16
2. Joseph Lara - Sheriff's Office - Deputy Sheriff - 02/21/20 - General Fund - DOH 08/07/17
3. Clayton Kimbrough - Sheriff's Office - Deputy Sheriff - 02/21/20 - General Fund - DOH 08/07/17
4. Danny McKeen - Superior Court - Court Case Management System Trainer - 02/07/20 - Field Trainer Fund - DOH 02/04/1991
5. Lauren Lopez - Health and Emergency Services - Temporary Administrative Clerk Senior - 02/21/20 - Health Service Fund - DOH 12/26/19
6. Sharon Winters - Public Works - Temporary Recycling and Landfill Manager - 02/10/20 - Recycling and Landfill Management Fund - DOH 01/02/19
7. Chilel Jawara - Finance - Summer Youth Participant - 08/08/19 - General Fund - DOH 06/10/19
8. Emmett Dickison - Sheriff's Office - Deputy Sheriff Detective - 02/28/20 - General Fund - DOH 06/11/08

**NEW HIRES:**

9. Carey Garcia - County Attorney's Office - Legal Secretary - 03/02/20 - General Fund - Replacing Brenda Dominguez

**TEMPORARY HIRES TO COUNTY SERVICES:**

10. Danny McKeen - Payson Justice Court- Judge Pro Tempore - 02/10/20 - General Fund

**END PROBATIONARY PERIOD:**

11. Robert Mathews - Facilities and Land Management - Building Maintenance Technician - 02/19/20 - Facilities Management Fund
12. Noemia Binney - Sheriff's Office - Records Clerk(.48) - 02/19/20 - General Fund
13. Erin Miller - Elections - Elections Assistant - 01/08/20 - General Fund

**OTHER ACTIONS:**

14. Tyler Shreeve - IT - Temporary Worker - 01/01/20 - General Fund - Arizona minimum wage increase
15. Matthew Havey - Sheriff's Office - Deputy Sheriff - 02/03/20 - General Fund - Change in overtime fund

**HUMAN RESOURCES ACTION ITEMS**  
**FEBRUARY 25, 2020**

**DEPARTURES:**

1. Celia Kenyon - Superior Court - Judicial Assistant - 04/03/20 - General Fund - DOH 11/14/94
2. Thomas French - Library Districts - IT Support Specialist - 03/06/20 - Library Assistance Fund - DOH 11/07/16

**NEW HIRES:**

3. Cheryl Cowan - Superior Court - Accounting Clerk Senior - 03/02/20 - General Fund - Replacing Glinda Fabok

**END PROBATIONARY PERIOD:**

4. David Staten - Probation - Deputy Probation Officer II - 03/11/20 - State Aid Enhancement Fund
5. Robert Deck - Probation - Deputy Probation Officer II - 03/06/20 - General Fund
6. Edith Starr - Recorder's Office - Voter Outreach Assistant - 03/04/20 - General Fund

**DEPARTMENTAL TRANSFERS:**

7. Stephanie Hunsaker - Payson Justice Court - From Justice Court Clerk - To Justice Court Clerk Senior - 03/02/20 - General Fund - Replacing Yvette Hoffman

**OTHER ACTIONS:**

8. Cody Thomason - Sheriff's Office - Deputy Sheriff - 02/10/20 - General Fund - Change in overtime fund code

**REQUEST TO POST:**

9. Payson Justice Court - Justice Court Clerk - Vacated by Stephanie Hunsaker
10. Superior Court - Judicial Assistant - Vacated by Celia Kenyon
11. Library Districts - IT Support Technician - Vacated by Thomas French



**ARF-5944**

**Consent Agenda Item 5. F.**

**Regular BOS Meeting**

**Meeting Date:** 03/24/2020

**Reporting Period:** February 1, 2020 - February 29, 2020

**Submitted For:** Amber Warden, Accounting Manager

**Submitted By:** Amber Warden, Accounting Manager

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**Information**

**Subject**

Finance reports/demands/transfers for the reporting period of February 2020.

**Suggested Motion**

Approval of finance reports/demands/transfers for the reporting period of February 2020.

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**Attachments**

Finance Report 02-01-20 to 02-29-20

Finance Report 02-01-20 to 02-29-20 Voids

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# Payment Register

From Payment Date: 2/1/2020 - To Payment Date: 2/29/2020

Number	Date	Source	Payee Name	Transaction Amount
JP Morgan AP - JP Morgan Accounts Payable				
<u>Check</u>				
301224	02/03/2020	Accounts Payable	ACDONA	\$200.00
301225	02/03/2020	Accounts Payable	Advanced Controls Corporation	\$644.00
301226	02/03/2020	Accounts Payable	ALLIANT GAS LLC	\$3,144.35
301227	02/03/2020	Accounts Payable	ARIZONA ASSOCIATION OF ASSESSING OFFICERS	\$250.00
301228	02/03/2020	Accounts Payable	Arizona Department of Revenue	\$481.94
301229	02/03/2020	Accounts Payable	ARIZONA PLANNING AND PARALEGAL SOLUTIONS	\$1,825.00
301230	02/03/2020	Accounts Payable	ARIZONA PUBLIC SERVICE	\$698.01
301231	02/03/2020	Accounts Payable	ARIZONA WATER COMPANY	\$2,004.81
301232	02/03/2020	Accounts Payable	AT&T	\$38.08
301233	02/03/2020	Accounts Payable	Borges Properties LLC	\$500.00
301234	02/03/2020	Accounts Payable	Cable One	\$328.89
301235	02/03/2020	Accounts Payable	Center Ridge Apartments LLLP	\$858.00
301236	02/03/2020	Accounts Payable	CenturyLink	\$972.17
301237	02/03/2020	Accounts Payable	Cobre Valley Regional Medical Center	\$4,884.36
301238	02/03/2020	Accounts Payable	CORNERSTONE DETENTION PRODUCTS INC	\$760.00
301239	02/03/2020	Accounts Payable	Crooked Sky Works	\$240.00
301240	02/03/2020	Accounts Payable	Fabok, Glinda, S	\$716.40
301241	02/03/2020	Accounts Payable	Flores & Clark, LLC	\$7,425.00
301242	02/03/2020	Accounts Payable	Freeman, Michael, L.	\$6,454.00
301243	02/03/2020	Accounts Payable	FUELCO ENERGY LLC	\$6,269.85
301244	02/03/2020	Accounts Payable	Gale	\$43.26
301245	02/03/2020	Accounts Payable	Gila County Government	\$2,780.71
301246	02/03/2020	Accounts Payable	Gila Sweeping LLC	\$475.00
301247	02/03/2020	Accounts Payable	GORE, STELLA	\$86.33
301248	02/03/2020	Accounts Payable	GreatAmerica Leasing Corporation	\$263.19
301249	02/03/2020	Accounts Payable	GREATER ANESTHESIA SOLUTIONS LLC	\$660.00
301250	02/03/2020	Accounts Payable	HLP, Inc.	\$12.60
301251	02/03/2020	Accounts Payable	Holyoaks Equipment Repair & Welding Inc	\$17,159.21
301252	02/03/2020	Accounts Payable	Horn, Paula, M	\$65.86
301253	02/03/2020	Accounts Payable	HUBER, LINDA, D	\$102.40

# Payment Register

From Payment Date: 2/1/2020 - To Payment Date: 2/29/2020

301254	02/03/2020	Accounts Payable	JaLin Enterprises Inc.	\$667.84
301255	02/03/2020	Accounts Payable	Jani-Serv, Inc	\$4,561.34
301256	02/03/2020	Accounts Payable	Kenz & Leslie of Arizona, Inc.	\$110.66
301257	02/03/2020	Accounts Payable	Kimley-Horn & Associates, Inc.	\$6,055.80
301258	02/03/2020	Accounts Payable	Konica Minolta Business Solutions	\$101.01
301259	02/03/2020	Accounts Payable	KS StateBank	\$262.39
301260	02/03/2020	Accounts Payable	Law Office of Jonathan L. Warshaw	\$6,979.75
301261	02/03/2020	Accounts Payable	Law Office of Samantha Sue Elledge,	\$5,774.00
301262	02/03/2020	Accounts Payable	Law Offices of David W. Bell	\$3,122.00
301263	02/03/2020	Accounts Payable	Martinez, Lori, Anne	\$134.24
301264	02/03/2020	Accounts Payable	Maxim Staffing Solutions	\$7,236.00
301265	02/03/2020	Accounts Payable	Moore , Jerry, M	\$100.00
301266	02/03/2020	Accounts Payable	Multitech	\$45.00
301267	02/03/2020	Accounts Payable	Ortiz, P.C., Anna , C.	\$8,375.00
301268	02/03/2020	Accounts Payable	PAYSON JUSTICE COURT	\$40.17
301269	02/03/2020	Accounts Payable	Pima County Government	\$2,300.00
301270	02/03/2020	Accounts Payable	Pima County Government	\$10.00
301271	02/03/2020	Accounts Payable	PITNEY BOWES INC	\$29.60
301272	02/03/2020	Accounts Payable	Pleasant Valley Community Medical	\$150.00
301273	02/03/2020	Accounts Payable	POARCH, TIFFANY, A	\$72.98
301274	02/03/2020	Accounts Payable	Redburn Tire Company	\$1,278.30
301275	02/03/2020	Accounts Payable	RICOH USA INC	\$70.91
301276	02/03/2020	Accounts Payable	RIM COMMUNICATIONS	\$1,334.32
301277	02/03/2020	Accounts Payable	RIPPLE, DENICE	\$2,187.80
301278	02/03/2020	Accounts Payable	RIVES, LARRY, LEROY	\$418.00
301279	02/03/2020	Accounts Payable	RUTHERFORD, NANCY, KAY	\$5.46
301280	02/03/2020	Accounts Payable	San Diego Police Equipment Company	\$646.76
301281	02/03/2020	Accounts Payable	SCOTT, JOHN	\$100.00
301282	02/03/2020	Accounts Payable	SKAGGS PUBLIC SAFETY UNIFORMS	\$204.07
301283	02/03/2020	Accounts Payable	SPALINK, CHARLES	\$71.15
301285	02/03/2020	Accounts Payable	SPOK INC	\$15.45
301286	02/03/2020	Accounts Payable	ST. PAUL'S UNITED METHODIST	\$500.00
301287	02/03/2020	Accounts Payable	STANDIFIRD, BARRY	\$9,582.05

# Payment Register

From Payment Date: 2/1/2020 - To Payment Date: 2/29/2020

301288	02/03/2020	Accounts Payable	Stanley Convergent Security Solutions,	\$5,611.59
301289	02/03/2020	Accounts Payable	Stephen R Jones Attorney at Law, PLLC	\$10,267.00
301290	02/03/2020	Accounts Payable	SUPERION LLC	\$8,149.83
301291	02/03/2020	Accounts Payable	THE ARIZONA PARTNERSHIP FOR	\$223.89
301292	02/03/2020	Accounts Payable	THE MASTER'S TOUCH LLC	\$443.41
301293	02/03/2020	Accounts Payable	Tim's Tire , LLC	\$140.00
301294	02/03/2020	Accounts Payable	UNIFIRST CORPORATION	\$246.49
301295	02/03/2020	Accounts Payable	Universal Police Supply Co.	\$938.44
301296	02/03/2020	Accounts Payable	UPHOLSTERY STATION	\$290.25
301297	02/03/2020	Accounts Payable	VANGUARD TRUCK CENTER OF	\$691.76
301298	02/03/2020	Accounts Payable	VERIZON WIRELESS	\$1,491.14
301299	02/03/2020	Accounts Payable	Waters Sparkletts of Payson	\$90.00
301300	02/03/2020	Accounts Payable	WEST PUBLISHING CORPORATION	\$348.72
301301	02/03/2020	Accounts Payable	Westwood Pharmacy	\$7,195.73
301302	02/03/2020	Accounts Payable	Wilson Investigative Services	\$800.00
301303	02/03/2020	Accounts Payable	ARIZONA MAGISTRATES	\$50.00
301304	02/05/2020	Accounts Payable	Byrum, Susan, K	\$862.40
301305	02/05/2020	Accounts Payable	CDW Government	\$82.07
301306	02/05/2020	Accounts Payable	CenturyLink	\$799.58
301307	02/05/2020	Accounts Payable	City of Globe	\$2,250.00
301308	02/05/2020	Accounts Payable	Collins & Collins LLP	\$7,300.00
301309	02/05/2020	Accounts Payable	CorEMR L.C.	\$250.00
301310	02/05/2020	Accounts Payable	Data Storage Centers, Inc.	\$391.75
301311	02/05/2020	Accounts Payable	DIXON, DAVID	\$500.00
301312	02/05/2020	Accounts Payable	EarthQuest Plumbing & Pumping LLC	\$637.50
301313	02/05/2020	Accounts Payable	FedEx	\$98.64
301314	02/05/2020	Accounts Payable	Fischione, Mark, A	\$30,500.00
301315	02/05/2020	Accounts Payable	Friends of Miami Memorial Library	\$2,250.00
301316	02/05/2020	Accounts Payable	FUELCO ENERGY LLC	\$18,778.23
301317	02/05/2020	Accounts Payable	Gila County Government	\$359.77
301318	02/05/2020	Accounts Payable	Gila County Government	\$3,254.13
301319	02/05/2020	Accounts Payable	Globalstar USA LLC	\$345.19
301320	02/05/2020	Accounts Payable	GreatAmerica Leasing Corporation	\$516.91

# Payment Register

From Payment Date: 2/1/2020 - To Payment Date: 2/29/2020

301321	02/05/2020	Accounts Payable	GUILD CONSULTING LLC	\$7,000.00
301322	02/05/2020	Accounts Payable	Healthcare Medical Waste Services	\$158.63
301323	02/05/2020	Accounts Payable	HECK, AARON	\$225.00
301324	02/05/2020	Accounts Payable	HICKLIN, JENNIFER, J	\$1,920.00
301325	02/05/2020	Accounts Payable	Iron Mountain	\$622.49
301326	02/05/2020	Accounts Payable	Isabelle Hunt Memorial Public Library	\$2,250.00
301327	02/05/2020	Accounts Payable	JaLin Enterprises Inc.	\$834.80
301328	02/05/2020	Accounts Payable	LBISat LLC	\$144.00
301329	02/05/2020	Accounts Payable	LexisNexis Risk Solutions	\$288.59
301330	02/05/2020	Accounts Payable	Library Friends of Payson, Inc.	\$2,250.00
301331	02/05/2020	Accounts Payable	Martinez, Lori, Anne	\$134.24
301332	02/05/2020	Accounts Payable	Matlock Gas & Equipment Company, Inc.	\$591.37
301333	02/05/2020	Accounts Payable	Menlove , James	\$167.22
301334	02/05/2020	Accounts Payable	MONTIJO, JUSTIN, D	\$225.00
301335	02/05/2020	Accounts Payable	San Carlos Apache Tribe	\$482.82
301336	02/05/2020	Accounts Payable	Tonto Basin Public Library	\$2,250.00
301337	02/05/2020	Accounts Payable	Triplet Mountain Communications, Inc.	\$8,872.65
301339	02/07/2020	Accounts Payable	AMERICAN FAMILY LIFE ASSURANCE	\$4,993.07
301340	02/07/2020	Accounts Payable	ARIZONA LOCAL GOVT EMPLOYEE	\$236,810.51
301341	02/07/2020	Accounts Payable	ARIZONA STATE RETIREMENT	\$173,472.00
301342	02/07/2020	Accounts Payable	AZCOPS	\$13.50
301343	02/07/2020	Accounts Payable	COLONIAL SUPPLEMENTAL	\$6,254.03
301344	02/07/2020	Accounts Payable	CORP - AOC	\$17,472.71
301345	02/07/2020	Accounts Payable	CORP - DISPATCHER	\$2,611.96
301346	02/07/2020	Accounts Payable	CORRECTIONS OFFICER	\$17,113.01
301347	02/07/2020	Accounts Payable	ELECTED OFFICIALS DEFINED	\$18.72
301348	02/07/2020	Accounts Payable	ELECTED OFFICIALS RETIREMENT	\$16,673.72
301349	02/07/2020	Accounts Payable	EORP LEGACY	\$9,161.75
301350	02/07/2020	Accounts Payable	FRATERNAL ORDER OF POLICE	\$118.08
301351	02/07/2020	Accounts Payable	GILSBAR FSA	\$1,114.33
301352	02/07/2020	Accounts Payable	GILSBAR HSA	\$3,062.90
301353	02/07/2020	Accounts Payable	GUGLIELMO & ASSOCIATES	\$181.34
301354	02/07/2020	Accounts Payable	IVY FUNDS	\$567.50

# Payment Register

From Payment Date: 2/1/2020 - To Payment Date: 2/29/2020

301355	02/07/2020	Accounts Payable	JP MORGAN CHASE DOR	\$28,505.18
301356	02/07/2020	Accounts Payable	JP MORGAN CHASE FEDERAL TAX	\$77,186.59
301357	02/07/2020	Accounts Payable	JP MORGAN CHASE FICA EE	\$61,787.00
301358	02/07/2020	Accounts Payable	JP MORGAN CHASE FICA ER	\$61,787.00
301359	02/07/2020	Accounts Payable	JP MORGAN CHASE MEDICARE EE	\$14,526.18
301360	02/07/2020	Accounts Payable	JP MORGAN CHASE MEDICARE ER	\$14,526.18
301361	02/07/2020	Accounts Payable	METLIFE	\$340.00
301362	02/07/2020	Accounts Payable	MODERN WOODMEN OF AMERICA	\$7.17
301363	02/07/2020	Accounts Payable	NATIONWIDE RETIREMENT SOLUTIONS	\$4,971.50
301364	02/07/2020	Accounts Payable	NATIONWIDE RETIREMENT SOLUTIONS	\$2,671.63
301365	02/07/2020	Accounts Payable	NATIONWIDE TRUST Co FBO NRS	\$4,166.44
301366	02/07/2020	Accounts Payable	NORTHERN ARIZONA LAW ENFORCEMENT ASSOC	\$490.00
301367	02/07/2020	Accounts Payable	PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM	\$68,990.15
301368	02/07/2020	Accounts Payable	SECURITY BENEFIT GROUP	\$1,305.00
301369	02/07/2020	Accounts Payable	Social Security Administration	\$194.89
301370	02/07/2020	Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	\$2,539.22
301371	02/07/2020	Accounts Payable	THUNDERBIRD COLLECTION SPEC INC	\$135.92
301372	02/07/2020	Accounts Payable	UNITED STATES TREASURY	\$50.00
301373	02/06/2020	Accounts Payable	Canyon Country Design Inc	\$3,314.76
301374	02/06/2020	Accounts Payable	CDW Government	\$3,691.29
301375	02/06/2020	Accounts Payable	City of Globe	\$6,328.15
301376	02/06/2020	Accounts Payable	Diana G. Montgomery, PLLC	\$11,000.00
301377	02/06/2020	Accounts Payable	Digital Imaging Systems, LLC	\$107.39
301378	02/06/2020	Accounts Payable	Fabok, Glinda, S	\$138.93
301379	02/06/2020	Accounts Payable	HUEY, JULIE	\$34.71
301380	02/06/2020	Accounts Payable	Labonte, Cole	\$405.79
301381	02/06/2020	Accounts Payable	Law Offices of Harriette P. Levitt, PLLC	\$1,000.00
301382	02/06/2020	Accounts Payable	Maxim Staffing Solutions	\$7,571.00
301383	02/06/2020	Accounts Payable	Office Depot	\$93.59
301384	02/10/2020	Accounts Payable	Action Automotive & Towing LLC	\$687.50
301385	02/10/2020	Accounts Payable	ADVANCE FORENSIC ASSESSMENTS INC	\$250.00
301386	02/10/2020	Accounts Payable	Advanced Controls Corporation	\$460.00
301387	02/10/2020	Accounts Payable	ARCHAEOLOGICAL CONSULTING SERVICES LTD	\$2,155.81



# Payment Register

From Payment Date: 2/1/2020 - To Payment Date: 2/29/2020

301388	02/10/2020	Accounts Payable	Arizona Department of Administration	\$1,211.72
301389	02/10/2020	Accounts Payable	Arizona Department of Environmental	\$2,500.00
301390	02/10/2020	Accounts Payable	Arizona Department of Environmental	\$2,500.00
301391	02/10/2020	Accounts Payable	Arizona Department of Environmental	\$75.00
301392	02/10/2020	Accounts Payable	Arizona Department of Environmental	\$75.00
301393	02/10/2020	Accounts Payable	ARIZONA JUVENILE DETENTION	\$50.00
301394	02/10/2020	Accounts Payable	ADMINISTRATOR'S ASSOCIA	\$1,525.00
301395	02/10/2020	Accounts Payable	ARIZONA PLANNING AND	\$41,627.45
301396	02/10/2020	Accounts Payable	ARIZONA PUBLIC SERVICE	\$6,875.31
301397	02/10/2020	Accounts Payable	ARROWHEAD RESELLERS CORP	\$2,300.00
301398	02/10/2020	Accounts Payable	Law Offices of Daniel Thulin, LLC	\$975.11
301399	02/10/2020	Accounts Payable	PAYSON WATER DEPT	\$49.99
301400	02/10/2020	Accounts Payable	PHOENIX INTERNET & WYDEBEAM	\$7,175.00
301401	02/10/2020	Accounts Payable	PINAL COUNTY	\$13,500.00
301402	02/10/2020	Accounts Payable	PINNACLE PREVENTION	\$700.00
301403	02/10/2020	Accounts Payable	PREST REALTY	\$2,331.50
301404	02/10/2020	Accounts Payable	PRIDE PLUMBING	\$1,983.47
301405	02/10/2020	Accounts Payable	R&M Repeater	\$320.94
301406	02/10/2020	Accounts Payable	REDMOND, JEANNETTE	\$709.73
301407	02/10/2020	Accounts Payable	SALT RIVER PROJECT	\$288.36
301408	02/10/2020	Accounts Payable	SCALES, GARY, V	\$230.51
301409	02/10/2020	Accounts Payable	SCALES, RAMONA	\$557.64
301410	02/10/2020	Accounts Payable	SERVICE PLUS INC	\$67.48
301411	02/10/2020	Accounts Payable	Sneezy, Monika, N	\$4,187.65
301412	02/10/2020	Accounts Payable	SOUTHWEST GAS	\$199.22
301413	02/10/2020	Accounts Payable	SPOK INC	\$800.00
301414	02/10/2020	Accounts Payable	TATUM, DAVIS, E	\$90.00
301415	02/10/2020	Accounts Payable	TELECHECK INTERNATIONAL, INC	\$250.00
301416	02/10/2020	Accounts Payable	TOWN OF PAYSON	\$227.84
301417	02/10/2020	Accounts Payable	TYE, JAMES	\$325.57
301418	02/10/2020	Accounts Payable	UNIFIRST CORPORATION	\$223.84
301419	02/10/2020	Accounts Payable	US Imaging Inc.	\$3,259.00
301420	02/10/2020	Accounts Payable	US POSTAL SERVICE POSTAGE BY	\$168.66
			VAUPEL, JOHN, W	

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From Payment Date: 2/1/2020 - To Payment Date: 2/29/2020

301421	02/10/2020	Accounts Payable	VOAKES, DONALD, R	\$291.67
301422	02/10/2020	Accounts Payable	WASTE MANAGEMENT OF ARIZONA	\$303.37
301423	02/10/2020	Accounts Payable	WEST PUBLISHING CORPORATION	\$487.18
301424	02/10/2020	Accounts Payable	WHITE, COURTNEY	\$400.00
301425	02/10/2020	Accounts Payable	Wilckens, Lisa, J	\$76.54
301426	02/10/2020	Accounts Payable	WILEY, WALTER	\$400.00
301427	02/10/2020	Accounts Payable	Woodson Engineering & Surveying Inc.	\$7,748.75
301428	02/10/2020	Accounts Payable	WRIGHT, TIMOTHY	\$432.54
301429	02/11/2020	Accounts Payable	THE MASTER'S TOUCH LLC	\$12,580.33
301430	02/11/2020	Accounts Payable	BELTRAN, MICHAEL, D	\$112.50
301431	02/11/2020	Accounts Payable	BOYSE, ASHLEY	\$100.00
301432	02/11/2020	Accounts Payable	C&M Communications LLC	\$2,469.65
301433	02/11/2020	Accounts Payable	Cable One	\$475.69
301434	02/11/2020	Accounts Payable	CenturyLink	\$1,307.37
301435	02/11/2020	Accounts Payable	CenturyLink Business Services	\$1.15
301436	02/11/2020	Accounts Payable	Collins & Collins LLP	\$500.00
301437	02/11/2020	Accounts Payable	Crafco	\$5,930.35
301438	02/11/2020	Accounts Payable	CRM of America LLC	\$1,341.52
301439	02/11/2020	Accounts Payable	DIXON, DAVID	\$200.00
301440	02/11/2020	Accounts Payable	Dollywood Foundation	\$5,500.88
301441	02/11/2020	Accounts Payable	Emily Danies Attorney at Law, LLC	\$6,576.41
301442	02/11/2020	Accounts Payable	ENTRY POINT LLC	\$1,000.00
301443	02/11/2020	Accounts Payable	Experian	\$32.00
301444	02/11/2020	Accounts Payable	FedEx	\$14.04
301445	02/11/2020	Accounts Payable	Fiesta Business Products	\$481.44
301446	02/11/2020	Accounts Payable	FRANCIS, BRITTANY	\$19.44
301447	02/11/2020	Accounts Payable	FUELCO ENERGY LLC	\$11,166.30
301448	02/11/2020	Accounts Payable	GlaxoSmithKline	\$7,321.21
301449	02/11/2020	Accounts Payable	HECK, AARON	\$150.00
301450	02/11/2020	Accounts Payable	Heinfeld, Meech & Co., P.C.	\$9,450.00
301451	02/11/2020	Accounts Payable	HLP, Inc.	\$2,880.00
301452	02/11/2020	Accounts Payable	Interstate Copy Shop	\$76.51
301453	02/11/2020	Accounts Payable	JaLin Enterprises Inc.	\$834.80

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301454	02/11/2020	Accounts Payable	Kanon, Diana, L	\$71.91
301455	02/11/2020	Accounts Payable	Konica Minolta Business Solutions	\$75.95
301456	02/11/2020	Accounts Payable	Language Line Services, Inc.	\$19.47
301457	02/11/2020	Accounts Payable	McCreary Group	\$398.20
301458	02/11/2020	Accounts Payable	MCLARTY, ROBERT, G	\$149.53
301459	02/11/2020	Accounts Payable	Melford, Carl	\$72.09
301460	02/11/2020	Accounts Payable	Merck Sharp & Dohme Corp.	\$4,970.11
301461	02/11/2020	Accounts Payable	MONTIJO, JUSTIN, D	\$150.00
301462	02/11/2020	Accounts Payable	MONTOYA, VINCENT	\$100.00
301463	02/11/2020	Accounts Payable	MOORE, PAT	\$56.08
301464	02/11/2020	Accounts Payable	MOORS, AMANDA	\$100.58
301465	02/11/2020	Accounts Payable	Nader, Emily	\$106.82
301466	02/11/2020	Accounts Payable	Office Depot	\$83.54
301467	02/11/2020	Accounts Payable	Old Main Storage	\$351.50
301468	02/11/2020	Accounts Payable	Noble, Jeanette	\$8.00
301469	02/12/2020	Accounts Payable	RENEE KUHN MITIGATION LLC	\$3,255.29
301470	02/13/2020	Accounts Payable	ARIZONA WATER COMPANY	\$274.76
301471	02/13/2020	Accounts Payable	Bose Public Affairs Group	\$17,680.00
301472	02/13/2020	Accounts Payable	Bulman Family Funeral Services	\$550.00
301473	02/13/2020	Accounts Payable	Carls Towing Inc	\$735.00
301474	02/13/2020	Accounts Payable	CenturyLink	\$412.77
301475	02/13/2020	Accounts Payable	CenturyLink Business Services	\$327.57
301476	02/13/2020	Accounts Payable	CRM of America LLC	\$1,603.13
301477	02/13/2020	Accounts Payable	DCR SERVICES & CONSTRUCTION	\$3,185.00
301478	02/13/2020	Accounts Payable	Gale	\$195.15
301479	02/13/2020	Accounts Payable	Gila County Government	\$2,857.10
301480	02/13/2020	Accounts Payable	Glass Masters, Inc.	\$450.00
301481	02/13/2020	Accounts Payable	GONZALES, RUBEN, F	\$100.00
301482	02/13/2020	Accounts Payable	Justice Benefits Inc.	\$1,876.38
301483	02/13/2020	Accounts Payable	Konica Minolta Business Solutions	\$707.62
301484	02/13/2020	Accounts Payable	Laboratory Corporation of America	\$1,016.80
301485	02/13/2020	Accounts Payable	Law Offices of Harriette P. Levitt, PLLC	\$500.00
301486	02/13/2020	Accounts Payable	LOVEN CONTRACTING, INC.	\$7,972.02

# Payment Register

From Payment Date: 2/1/2020 - To Payment Date: 2/29/2020

301487	02/13/2020	Accounts Payable	MATA, ADRIAN, L	\$25.00
301488	02/13/2020	Accounts Payable	Maxim Staffing Solutions	\$6,867.50
301489	02/13/2020	Accounts Payable	MOORE, JERRY, JAY	\$85.00
301490	02/13/2020	Accounts Payable	Mountain Retreat Builders, LLC	\$18,750.00
301491	02/13/2020	Accounts Payable	Nelson, Timothy	\$6,979.00
301492	02/13/2020	Accounts Payable	North Country HealthCare, Inc.	\$915.52
301493	02/13/2020	Accounts Payable	O'Driscoll, Michael, J	\$497.51
301494	02/13/2020	Accounts Payable	O'Neil Printing Inc.	\$1,050.00
301495	02/14/2020	Accounts Payable	Kenz & Leslie of Arizona, Inc.	\$169.44
301496	02/14/2020	Accounts Payable	CBI Security Service	\$13,836.39
301497	02/14/2020	Accounts Payable	CenturyLink	\$685.89
301498	02/14/2020	Accounts Payable	Chambers, Bryan, B	\$224.28
301499	02/14/2020	Accounts Payable	Cobre Valley Regional Medical Center	\$1,317.83
301500	02/14/2020	Accounts Payable	Crooked Sky Works	\$240.00
301501	02/14/2020	Accounts Payable	DCR SERVICES & CONSTRUCTION	\$1,912.29
301502	02/14/2020	Accounts Payable	Gila County Government	\$8,010.93
301503	02/14/2020	Accounts Payable	HLP, Inc.	\$17.50
301504	02/14/2020	Accounts Payable	INDEPENDENT FORENSIC SERVICES	\$1,000.00
301505	02/14/2020	Accounts Payable	JAFETSDOTTIR, SVANHILDUR	\$21.66
301506	02/14/2020	Accounts Payable	Jani-Serv, Inc	\$4,561.34
301507	02/18/2020	Accounts Payable	A Foreign Language Service	\$65.00
301508	02/18/2020	Accounts Payable	A2 Beeline Auto Glass	\$341.85
301509	02/18/2020	Accounts Payable	AMERICAN PROBATION AND PAROLE	\$300.00
301510	02/18/2020	Accounts Payable	ASSOCIATION Aqua-Serv Engineers, Inc.	\$125.00
301511	02/18/2020	Accounts Payable	ARCHITEKTON, INC.	\$25,452.96
301512	02/18/2020	Accounts Payable	ARIZONA ASSOCIATION OF COUNTY	\$75.00
301513	02/18/2020	Accounts Payable	RECORDERS ARIZONA CONSTABLES	\$490.00
301514	02/18/2020	Accounts Payable	ASSOCIATION ARIZONA PLANNING AND	\$1,937.50
301515	02/18/2020	Accounts Payable	PARALEGAL SOLUTIONS ARIZONA PUBLIC SERVICE	\$868.88
301516	02/18/2020	Accounts Payable	ARIZONA STATE PRISON GLOBE	\$385.00
301517	02/18/2020	Accounts Payable	Atomic Pest Control LLC	\$190.50
301518	02/18/2020	Accounts Payable	AXIS FORENSIC TOXICOLOGY INC	\$464.00
301519	02/18/2020	Accounts Payable	Cobre Valley Publishing	\$227.16

# Payment Register

From Payment Date: 2/1/2020 - To Payment Date: 2/29/2020

301520	02/18/2020	Accounts Payable	Cobre Valley Publishing	\$229.23
301521	02/18/2020	Accounts Payable	JC WORDSMITH TRANSLATION & INTERPRETATION INC	\$405.00
301522	02/18/2020	Accounts Payable	JJ JUST JUSTICE, JANNETTE C.	\$402.19
301523	02/18/2020	Accounts Payable	Payson Rodeo Committee, Inc.	\$2,800.00
301524	02/18/2020	Accounts Payable	Payson Roundup	\$71.57
301525	02/18/2020	Accounts Payable	Pima County Government	\$6,900.00
301526	02/18/2020	Accounts Payable	Postnet	\$16.44
301527	02/18/2020	Accounts Payable	Quality Pumping	\$180.61
301528	02/18/2020	Accounts Payable	Queen Creek Law Firm	\$2,154.00
301529	02/18/2020	Accounts Payable	R&M Repeater	\$727.62
301530	02/18/2020	Accounts Payable	RENEE KUHN MITIGATION LLC	\$1,139.95
301531	02/18/2020	Accounts Payable	Right Away Disposal	\$284.00
301532	02/18/2020	Accounts Payable	RIPPLE, DENICE	\$895.90
301533	02/18/2020	Accounts Payable	RUST, KIMBERLY, M	\$11.38
301534	02/18/2020	Accounts Payable	RUTHERFORD, NANCY, KAY	\$42.29
301535	02/18/2020	Accounts Payable	Samaritan Veterinary Center	\$1,469.00
301536	02/18/2020	Accounts Payable	SANOPI PASTEUR INC	\$1,228.92
301537	02/18/2020	Accounts Payable	SKAGGS PUBLIC SAFETY UNIFORMS & EQUIPMENT	\$272.90
301538	02/18/2020	Accounts Payable	SPENCE FORENSIC RESOURCES	\$750.00
301539	02/18/2020	Accounts Payable	State of Arizona	\$1,535.00
301540	02/18/2020	Accounts Payable	State of Arizona	\$117,767.00
301541	02/18/2020	Accounts Payable	State of Arizona	\$12.00
301542	02/18/2020	Accounts Payable	State of Arizona Justice of the Peace Association	\$100.00
301543	02/18/2020	Accounts Payable	STERICYCLE, INC.	\$105.00
301544	02/18/2020	Accounts Payable	STONE, BARBARA	\$259.20
301545	02/18/2020	Accounts Payable	SUDDENLINK	\$92.45
301546	02/18/2020	Accounts Payable	Suddenlink	\$2,488.01
301547	02/18/2020	Accounts Payable	Swiss Village Self Storage	\$144.00
301548	02/18/2020	Accounts Payable	TASC INC	\$1,409.10
301549	02/18/2020	Accounts Payable	TDS Telecom Service Corporation	\$424.62
301550	02/18/2020	Accounts Payable	THE ARCHITECTURE COMPANY	\$17,721.08
301551	02/18/2020	Accounts Payable	THYSSENKRUPP ELEVATOR CORPORATION	\$737.47
301552	02/18/2020	Accounts Payable	TIOGA SOLAR GILA LLC	\$3,301.14

# Payment Register

From Payment Date: 2/1/2020 - To Payment Date: 2/29/2020

301553	02/18/2020	Accounts Payable	Trinity Services Group, Inc.	\$30,146.84
301554	02/18/2020	Accounts Payable	UNIFIRST CORPORATION	\$275.77
301555	02/18/2020	Accounts Payable	UNITED STATES POSTAL SERVICE	\$5,000.00
301556	02/18/2020	Accounts Payable	POSTMASTER Waters Sparkletts of Payson	\$648.50
301557	02/18/2020	Accounts Payable	Waugh PSY.D PLLC , Gregory	\$3,260.00
301558	02/18/2020	Accounts Payable	WEST PUBLISHING CORPORATION	\$2,577.42
301559	02/18/2020	Accounts Payable	WHITE, COURTNEY	\$400.00
301560	02/18/2020	Accounts Payable	WILEY, WALTER	\$200.00
301561	02/18/2020	Accounts Payable	Wilson Investigative Services	\$400.00
301562	02/18/2020	Accounts Payable	WISDOM, EDWARD, E	\$100.00
301563	02/18/2020	Accounts Payable	PERENNIAL PROPERTIES LLC	\$8.00
301564	02/19/2020	Accounts Payable	Beck, Joshua	\$257.21
301565	02/19/2020	Accounts Payable	BELTRAN, MICHAEL, D	\$225.00
301566	02/19/2020	Accounts Payable	Bridge Communications, LLC.	\$450.00
301567	02/19/2020	Accounts Payable	Bryan, Michael	\$1,800.00
301568	02/19/2020	Accounts Payable	Burk, Steven, E	\$5,749.75
301569	02/19/2020	Accounts Payable	Center Ridge Apartments LLLP	\$824.00
301570	02/19/2020	Accounts Payable	CenturyLink	\$883.07
301571	02/19/2020	Accounts Payable	CenturyLink Business Services	\$15,380.77
301572	02/19/2020	Accounts Payable	Community Bridges, Inc.	\$4,800.00
301573	02/19/2020	Accounts Payable	CRM of America LLC	\$3,261.51
301574	02/19/2020	Accounts Payable	CROWN CASTLE	\$528.49
301575	02/19/2020	Accounts Payable	DCR SERVICES & CONSTRUCTION	\$11,551.17
301576	02/19/2020	Accounts Payable	INC Dell Marketing LP	\$2,528.50
301577	02/19/2020	Accounts Payable	DJ's Companies, Inc.	\$213.53
301578	02/19/2020	Accounts Payable	Fabok, Glinda, S	\$232.50
301579	02/19/2020	Accounts Payable	FlexibilIT Solutions LLC	\$17,450.00
301580	02/19/2020	Accounts Payable	Gila County Government	\$250,274.60
301581	02/19/2020	Accounts Payable	GORE, STELLA	\$82.77
301582	02/19/2020	Accounts Payable	Grossman & Grossman, Ltd.	\$715.00
301583	02/19/2020	Accounts Payable	GUARDIAN RFID	\$11,131.24
301584	02/19/2020	Accounts Payable	HECK, AARON	\$235.00
301585	02/19/2020	Accounts Payable	Humane Society of Central Arizona	\$3,208.33



# Payment Register

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301586	02/19/2020	Accounts Payable	JaLin Enterprises Inc.	\$834.80
301587	02/19/2020	Accounts Payable	KS StateBank	\$262.39
301588	02/19/2020	Accounts Payable	Lamplighter RV Resort, LLC	\$480.00
301589	02/19/2020	Accounts Payable	Language Line Services, Inc.	\$46.84
301590	02/19/2020	Accounts Payable	LIONBRIDGE TECHNOLOGIES INC	\$34.00
301591	02/19/2020	Accounts Payable	Listiak, Sharon, K	\$103.53
301592	02/19/2020	Accounts Payable	MANCEAU, JIRAANONG	\$321.20
301593	02/19/2020	Accounts Payable	MONTIJO, JUSTIN, D	\$225.00
301594	02/19/2020	Accounts Payable	Multitech	\$90.00
301595	02/19/2020	Accounts Payable	UTAH STATE TAX COMMISSION	\$3.00
301597	02/21/2020	Accounts Payable	AMERICAN FAMILY LIFE ASSURANCE	\$4,993.07
301598	02/21/2020	Accounts Payable	ARIZONA LOCAL GOVT EMPLOYEE	\$236,164.78
301599	02/21/2020	Accounts Payable	ARIZONA STATE RETIREMENT	\$173,080.51
301600	02/21/2020	Accounts Payable	AZCOPS	\$13.50
301601	02/21/2020	Accounts Payable	COLONIAL SUPPLEMENTAL	\$6,240.31
301602	02/21/2020	Accounts Payable	CORP - AOC	\$17,135.33
301603	02/21/2020	Accounts Payable	CORP - DISPATCHER	\$2,374.52
301604	02/21/2020	Accounts Payable	CORRECTIONS OFFICER	\$16,103.58
301605	02/21/2020	Accounts Payable	ELECTED OFFICIALS DEFINED	\$18.72
301606	02/21/2020	Accounts Payable	ELECTED OFFICIALS RETIREMENT	\$16,673.72
301607	02/21/2020	Accounts Payable	FORP LEGACY	\$9,247.98
301608	02/21/2020	Accounts Payable	FRATERNAL ORDER OF POLICE	\$118.08
301609	02/21/2020	Accounts Payable	GILSBAR FSA	\$1,114.33
301610	02/21/2020	Accounts Payable	GILSBAR HSA	\$3,062.90
301611	02/21/2020	Accounts Payable	GUGLIELMO & ASSOCIATES	\$181.34
301612	02/21/2020	Accounts Payable	IVY FUNDS	\$567.50
301613	02/21/2020	Accounts Payable	JP MORGAN CHASE DOR	\$27,548.39
301614	02/21/2020	Accounts Payable	JP MORGAN CHASE FEDERAL TAX	\$72,296.66
301615	02/21/2020	Accounts Payable	JP MORGAN CHASE FICA EE	\$60,194.34
301616	02/21/2020	Accounts Payable	JP MORGAN CHASE FICA ER	\$60,194.34
301617	02/21/2020	Accounts Payable	JP MORGAN CHASE MEDICARE EE	\$14,153.51
301618	02/21/2020	Accounts Payable	JP MORGAN CHASE MEDICARE ER	\$14,153.51
301619	02/21/2020	Accounts Payable	METLIFE	\$340.00

# Payment Register

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301620	02/21/2020	Accounts Payable	MODERN WOODMEN OF AMERICA	\$7.17
301621	02/21/2020	Accounts Payable	NATIONWIDE RETIREMENT SOLUTIONS	\$4,971.50
301622	02/21/2020	Accounts Payable	NATIONWIDE RETIREMENT SOLUTIONS	\$2,671.63
301623	02/21/2020	Accounts Payable	NATIONWIDE TRUST Co FBO NRS	\$4,480.31
301624	02/21/2020	Accounts Payable	NORTHERN ARIZONA LAW ENFORCEMENT ASSOC	\$490.00
301625	02/21/2020	Accounts Payable	PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM	\$64,301.19
301626	02/21/2020	Accounts Payable	SECURITY BENEFIT GROUP	\$1,305.00
301627	02/21/2020	Accounts Payable	Social Security Administration	\$194.89
301628	02/21/2020	Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	\$2,557.66
301629	02/21/2020	Accounts Payable	THUNDERBIRD COLLECTION SPEC INC	\$135.92
301630	02/21/2020	Accounts Payable	UNITED STATES TREASURY	\$50.00
301631	02/24/2020	Accounts Payable	A2 Beeline Auto Glass	\$438.67
301632	02/24/2020	Accounts Payable	Advanced Controls Corporation	\$420.00
301633	02/24/2020	Accounts Payable	ADVANTAGE HOME PERFORMANCE INC	\$5,639.00
301634	02/24/2020	Accounts Payable	Alhambra Mobile Home Park & Storage INC	\$750.00
301635	02/24/2020	Accounts Payable	ARIZONA COUNTIES INSURANCE CO	\$8,340.44
301636	02/24/2020	Accounts Payable	ARIZONA PLANNING AND PARALEGAL SOLUTIONS	\$1,000.00
301637	02/24/2020	Accounts Payable	ARIZONA PUBLIC SERVICE	\$3,573.01
301638	02/24/2020	Accounts Payable	ARIZONA WATER COMPANY	\$66.30
301639	02/24/2020	Accounts Payable	AZ FORENSIC ASSOCIATES LLC	\$1,500.00
301640	02/24/2020	Accounts Payable	Binney, Mathew	\$1,300.00
301641	02/24/2020	Accounts Payable	C&M Communications LLC	\$255.00
301642	02/24/2020	Accounts Payable	Cable One	\$328.89
301643	02/24/2020	Accounts Payable	CARAHSOFT TECHNOLOGY CORPORATION	\$1,136.36
301644	02/24/2020	Accounts Payable	CenturyLink	\$511.90
301645	02/24/2020	Accounts Payable	CenturyLink Business Services	\$2,390.26
301646	02/24/2020	Accounts Payable	Cintas First Aid & Safety	\$288.33
301647	02/24/2020	Accounts Payable	Copper State Sanitation	\$600.00
301648	02/24/2020	Accounts Payable	CRM of America LLC	\$1,387.91
301649	02/24/2020	Accounts Payable	DalMolin Chiropractic Care	\$85.00
301650	02/24/2020	Accounts Payable	Data Storage Centers, Inc.	\$661.59
301651	02/24/2020	Accounts Payable	Debrigida Law Offices PLLC	\$6,880.00
301652	02/24/2020	Accounts Payable	DIXON, DAVID	\$200.00

# Payment Register

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301653	02/24/2020	Accounts Payable	FedEx	\$131.96
301654	02/24/2020	Accounts Payable	FUELCO ENERGY LLC	\$17,534.38
301655	02/24/2020	Accounts Payable	Gila County Government	\$269.02
301656	02/24/2020	Accounts Payable	Gila County Government	\$78.02
301657	02/24/2020	Accounts Payable	Gila County Government	\$3,597.39
301658	02/24/2020	Accounts Payable	HECK, AARON	\$225.00
301659	02/24/2020	Accounts Payable	Hye Tech Network & Security Solutions, LLC	\$28,007.67
301660	02/24/2020	Accounts Payable	Kimley-Horn & Associates, Inc.	\$1,834.75
301661	02/24/2020	Accounts Payable	Konica Minolta Business Solutions	\$126.62
301662	02/24/2020	Accounts Payable	Lamont Mortuary of Globe	\$2,140.00
301663	02/24/2020	Accounts Payable	Law Office of John S. Perlman, LLC	\$1,032.50
301664	02/24/2020	Accounts Payable	Matlock Gas & Equipment Company, Inc.	\$701.22
301665	02/24/2020	Accounts Payable	Maxim Staffing Solutions	\$7,102.00
301666	02/24/2020	Accounts Payable	MCI Communication Services, Inc.	\$34.73
301667	02/24/2020	Accounts Payable	McSpadden Ford Inc.	\$79,714.80
301668	02/24/2020	Accounts Payable	Modglin, Lisa, M	\$206.80
301669	02/24/2020	Accounts Payable	MONTIJO, JUSTIN, D	\$225.00
301670	02/24/2020	Accounts Payable	Navarro, Mary, Y	\$250.00
301671	02/24/2020	Accounts Payable	ON TRACK GARAGE DOOR	\$2,000.00
301672	02/24/2020	Accounts Payable	Pine-Strawberry Water Improvement District	\$69.38
301673	02/24/2020	Accounts Payable	Quality Accounts, LLC	\$950.00
301674	02/24/2020	Accounts Payable	RIVES, LARRY, LEROY	\$831.76
301675	02/24/2020	Accounts Payable	Samaritan Veterinary Center	\$888.00
301676	02/24/2020	Accounts Payable	San Diego Police Equipment Company	\$128.34
301677	02/24/2020	Accounts Payable	SANOPI PASTEUR INC	\$2,828.21
301678	02/24/2020	Accounts Payable	SKAGGS PUBLIC SAFETY UNIFORMS	\$200.33
301679	02/24/2020	Accounts Payable	SPARKLETT'S EQUIPMENT	\$947.50
301680	02/24/2020	Accounts Payable	SPENCE FORENSIC RESOURCES	\$4,446.01
301681	02/24/2020	Accounts Payable	SWANA	\$273.00
301682	02/24/2020	Accounts Payable	TDS Telecom Service Corporation	\$313.98
301683	02/24/2020	Accounts Payable	TOLLEFSON, JAMES, G	\$1,500.00
301684	02/24/2020	Accounts Payable	Tonto Basin Chamber of Commerce	\$25.00
301685	02/24/2020	Accounts Payable	Tyler Technologies, Inc.	\$70.00

# Payment Register

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301686	02/24/2020	Accounts Payable	UNIFIRST CORPORATION	\$280.46
301687	02/24/2020	Accounts Payable	US Imaging Inc.	\$2,183.48
301688	02/24/2020	Accounts Payable	VAISHVILLE, DENISE, R	\$430.99
301689	02/24/2020	Accounts Payable	VERIZON WIRELESS	\$18,211.60
301690	02/24/2020	Accounts Payable	Waters Sparkletts of Payson	\$204.25
301691	02/24/2020	Accounts Payable	Lipman, Caroline	\$16.00
301692	02/24/2020	Accounts Payable	Statton Lann, Geogia	\$8.00
301693	02/26/2020	Accounts Payable	BELTRAN, MICHAEL, D	\$120.00
301694	02/26/2020	Accounts Payable	Bernays, Michael, B	\$7,673.00
301695	02/26/2020	Accounts Payable	CARAHSOFT TECHNOLOGY CORPORATION	\$326.23
301696	02/26/2020	Accounts Payable	Careers In Government, Inc.	\$2,500.00
301697	02/26/2020	Accounts Payable	CenturyLink	\$1,916.67
301698	02/26/2020	Accounts Payable	City of Globe	\$290.83
301699	02/26/2020	Accounts Payable	CRM of America LLC	\$1,708.08
301700	02/26/2020	Accounts Payable	Dell Marketing LP	\$2,300.32
301701	02/26/2020	Accounts Payable	Empire Southwest LLC	\$6,633.19
301702	02/26/2020	Accounts Payable	FedEx	\$23.46
301703	02/26/2020	Accounts Payable	Flores & Clark	\$7,425.00
301704	02/26/2020	Accounts Payable	Four Peaks Towing	\$837.00
301705	02/26/2020	Accounts Payable	Freelance Litigation Solutions	\$2,968.04
301706	02/26/2020	Accounts Payable	Freeman, Michael, L.	\$6,454.00
301707	02/26/2020	Accounts Payable	FUELCO ENERGY LLC	\$18,196.06
301708	02/26/2020	Accounts Payable	Gale	\$117.55
301709	02/26/2020	Accounts Payable	Gila County Government	\$1,722.59
301710	02/26/2020	Accounts Payable	Gila House Inc	\$16,000.00
301711	02/26/2020	Accounts Payable	Globalstar USA LLC	\$345.19
301712	02/26/2020	Accounts Payable	HENAGER LAW FIRM PLLC	\$9,975.55
301713	02/26/2020	Accounts Payable	Hog Creek Towing & Impound Yard, Inc	\$210.00
301714	02/26/2020	Accounts Payable	JaLin Enterprises Inc.	\$667.84
301715	02/26/2020	Accounts Payable	Konica Minolta Business Solutions	\$31.58
301716	02/26/2020	Accounts Payable	USAA Insurance Corporation of America	\$721.00
301717	02/26/2020	Accounts Payable	LAWMAN INVESTIGATIONS LLC	\$1,614.15
301718	02/26/2020	Accounts Payable	Maxim Staffing Solutions	\$7,303.00

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From Payment Date: 2/1/2020 - To Payment Date: 2/29/2020

301719	02/26/2020	Accounts Payable	McCreary Group	\$232.40
301721	02/26/2020	Accounts Payable	Oil Price Information Service, LLC	\$473.72
301722	02/26/2020	Accounts Payable	ON TRACK GARAGE DOOR	\$2,000.00
301723	02/27/2020	Accounts Payable	ARIZONA LOCAL GOVERNMENT	\$483,590.98
301724	02/27/2020	Accounts Payable	EMPLOYEE BENEFIT TRUST ARIZONA PUBLIC SERVICE	\$36,402.33
301725	02/27/2020	Accounts Payable	R&H Boulder & Granite LLC	\$1,236.00
301726	02/27/2020	Accounts Payable	RENEE KUHN MITIGATION LLC	\$7,628.66
301727	02/27/2020	Accounts Payable	THE LAW OFFICES OF MICHAEL	\$8,190.16
301728	02/27/2020	Accounts Payable	WEST PUBLISHING CORPORATION	\$373.14
301729	02/27/2020	Accounts Payable	CenturyLink	\$482.04
301730	02/27/2020	Accounts Payable	CRM of America LLC	\$3,014.74
301731	02/27/2020	Accounts Payable	Dease, Iona	\$6,660.00
301732	02/27/2020	Accounts Payable	GreatAmerica Leasing Corporation	\$516.91
301733	02/27/2020	Accounts Payable	HOV Services Inc.	\$959.00
301734	02/27/2020	Accounts Payable	JR HOLMES BACKFLOW	\$250.00
301735	02/27/2020	Accounts Payable	PREVENTION LINEBURG, CYNTHIA, L	\$514.00
301736	02/27/2020	Accounts Payable	MATHEWS, ROBERT	\$86.83
301737	02/27/2020	Accounts Payable	MRI SOFTWARE LLC	\$1,512.50
301738	02/27/2020	Accounts Payable	MTE Communications	\$595.31
301739	02/27/2020	Accounts Payable	MULTITEK NORTH AMERICA	\$31,600.00
Type Check Totals: 512 Transactions				\$3,717,622.58
JP Morgan AP - JP Morgan Accounts Payable Totals				

# Payment Register

From Payment Date: 2/1/2020 - To Payment Date: 2/29/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount
JP Morgan AP - JP Morgan Accounts Payable							
<u>Check</u>							
301284	02/03/2020	Voided	Other Void	02/18/2020	Accounts Payable	SPENCE FORENSIC RESOURCES	\$1,750.00
301338	02/06/2020	Voided	Ach Direct Deposit	02/06/2020	Accounts Payable	JP MORGAN CHASE ACH DEPOSIT	\$653,993.40
301596	02/20/2020	Voided	Ach Direct Deposit	02/20/2020	Accounts Payable	JP MORGAN CHASE ACH DEPOSIT	\$648,986.43
301720	02/26/2020	Voided	Other Void	02/27/2020	Accounts Payable	North Country HealthCare, Inc.	\$33.48
Type Check Totals:					4 Transactions		<u>\$1,304,763.31</u>
JP Morgan AP - JP Morgan Accounts Payable Totals							



**ARF-5942**

**Consent Agenda Item 5. G.**

**Regular BOS Meeting**

**Meeting Date:** 03/24/2020

**Reporting Period:** Report for County Manager Approved Contracts Under \$50,000 for month ending February 2020

**Submitted For:** Mary Springer, Finance Director

**Submitted By:** Stacey Espinoza, Administrative Assistant

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**Information**

**Subject**

Report for County Manager Approved Contracts Under \$50,000 for month ending 02-29-2020

**Suggested Motion**

Acknowledgement of contracts under \$50,000 which have been approved by the County Manager beginning 02-01-2020 through 02-29-2020

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**Attachments**

Contracts Under \$50K Report

Service Agreement No. 110719 with On Track Garage Doors

Cooperative Purchasing Contract ASU SAVE No. 161501 with Stanley Security Solutions

Amendment No. 3 to Service Agreement No. 012918 with DJ's Companies Inc.

Service Agreement No. 012320 with LAP Contracting

Amendment No. 4 to Service Agreement No. 122017 with Earthquest Plumbing

Service Agreement No. 020320 with Mountain Home Interiors

Amendment No. 1 to Service Agreement No. 030719 with Service Plus, Inc.

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**COUNTY MANAGER APPROVED CONTRACTS UNDER \$50,000***February 01, 2020 to February 29, 2020*

	Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
2	On Track Garage Doors	Service Agreement No. 110719	\$4,000.00	02-06-20 to 02-05-21	02-06-20	Option to Renew	It is the intent of the General Services to establish an Annual Maintenance Contract for the General Service Shops in Star Valley and Globe, AZ. Inspection, repairs and adjustments on garage doors for both gas and diesel shops. Star Valley has two buildings with nine (9) chain drive manual rollup doors and 1 electric rollup door. Globe has two buildings with twelve (12) electric rollup doors. There are currently three (3) doors at the Globe shop that intermittently inch down that needs immediate repair.
3	Stanley Security Solutions	Using Cooperative Purchasing Agreement with ASU SAVE Contract Agreement No. 161501	\$44,055.51	02-06-20 to 07-31-20	02-06-20	Expires	Upgrade security at Central Heights Facility.
4	DJ's Companies, Inc.	Amendment No. 3 to Service Agreement No. 012918	\$2,558.40	03-02-20 to 03-01-21	02-06-20	Option to Renew	Amendment No. 3 will serve to extend the term of the contract from March 2, 2020 to March 1, 2021. Weekly service of portable toilet on a trailer for the facilities and fairgrounds crew. Trailer will be parked at the Fairgrounds after 2 pm weekdays ready for service.

**February 01, 2019 to February 29, 2019**

5	LAP Management	Service Agreement No. 012320	\$19,500.00	02-11-20 to 04-30-20	02-11-20	Option to Renew	To complete demo work for Payson Health renovation to expedite the project. Scope of work <b>DEMO</b> : for the old Napa building located at 110 W. Main Street Payson, AZ. We will provide all labor and machinery to complete the following. 1. Tear of and load the existing roof system. (Leave the existing top plate) 2. Demo and load debris from the existing floor 3. Demo and load debris from the porch and the south side wood framed wall (leaving the cmu wall intact, might have minor breakage in the block_
6	Earthquest Plumbing	Amendment No. 4 to Service Agreement No. 122017	\$10,000.00	02-08-20 to 02-7-21	02-18-20	Expires	Amendment No. 4 will serve to extend the term of the contract from February 8, 2020 to February 7, 2021. Additionally, Amendment No. 4 will serve to decrease the dollar amount of the contract by \$10,000.00. Vendor needed in place for On-Call Service and Emergency Repairs at the Gila County Jail.
7	Mountain Home Interiors	Service Agreement No. 020320	\$17,203.75	02-18-20 to 08-31-20	02-18-20	Expires	Installing flooring for Payson Health Renovation Project.
8	Service Plus, Inc.	Amendment No. 1 to Service Agreement No. 030719	\$10,000.00	03-20-20 to 03-19-21	02-18-20	Option to Renew	Amendment No. 1 will serve to extend the contract from March 20, 2020 to March 19, 2021. Contractor will provide the repair and service of miscellaneous equipment located at the Globe and Payson Sheriff's Office, Globe Posse Building, and Roosevelt Sub-Station. List of equipment includes <b>but is not limited to:</b> ice maker, commercial & convention ovens, commercial washers, dryers, drinking fountain, boiler system, dishwasher, kettle/warmer, evap. cooler, walk-in cooler and sinks.



## EXECUTIVE SUMMARY FORM

Contract Name: Inspection and Repair of Garage Doors

Contract No.: 012820

**Statement of Purpose and Need (3-5 Sentences)** It is the intent of the General Services to establish an Annual Maintenance Contract for the General Service Shops in Star Valley and Globe, AZ. Inspection, repairs and adjustments on garage doors for both gas and diesel shops. Star Valley has two buildings with nine (9) chain drive manual rollup doors and 1 electric rollup door. Globe has two buildings with twelve (12) electric rollup doors. There are currently three (3) doors at the Globe shop that intermittently inch down that needs immediate repair.

Contract End Date: One Year from Signature

Renewal Option: ☒ Yes

☐ No

Maximum Dollar Limit: \$4,000.00

### Contract Information

Firm Name: On Track Garage Doors

Contact Person: Michael Golinski

Address: 4821 E Indigo Street

Phone No: 480-641-2301

City: \_\_\_\_\_ State: AZ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Public Works/PW/General Services/Non-specified/Repair and maintenance supplies  
Fund: Buildings and grounds

Fund Code: 6500.341.527.000.4130.10

Type of Funds: ☐ Restricted

☐ Grant

☐ General Fund

☐ Other

Date Sent for Legal Review: \_\_\_\_\_

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

Special Notes:

**SERVICE AGREEMENT NO. 110719**  
**INSPECTION AND REPAIR OF GARAGE DOORS**

**GENERAL SERVICES**

**THIS AGREEMENT**, made and entered into this 6<sup>th</sup> day of February, 2020, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and On Track Garage Doors, of the City of Mesa, State of Arizona, hereinafter designated the Contractor.

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

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

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

Scope of Work: Refer to attached Attachment "A" to **Service Agreement 110719** by mention made a binding part of this agreement as set forth herein.

The Contractor shall provide for the complete provision in the scope of work below in a good and workmanlike and substantial manner and to the satisfaction of the County.

Contractor shall provide for the Inspection and Repair of Garage Doors located at the Globe and Star Valley General Services.

**YEARLY SERVICE CONTRACT TO INCLUDE:**  
**Star Valley, AZ:**

**Inspection, repair and adjustments on the following:**

- (9) Door with Chain Drive Operations
- (1) Door with Electric Operations

**Total price \$2000.00 per year for:**  
**one (1) inspection and adjustment**  
**one (1) emergency call out**

**\* any service parts or replacement equipment will be an additional cost.**

**Globe, AZ:**

**Inspection, repair and adjustments on the following:**

- (12) Door with Electric Operations

**Total price \$2000.00 per year for:**

**one (1) inspection and adjustment**

**one (1) emergency call out**

**\* any service parts or replacement equipment will be an additional cost.**

**Contractor Fee's:**

- \$125.00 per hour + material for service call during normal business hours of 8 to 5
- \$172.50 per hour + material for service call after hours (Minimum 3 hours)

**Contractor Fee's:** Refer to Attachment "A" to **Service Agreement 110719** by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to **Service Agreement 110719**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

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

**ARTICLE 3 - INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree.

It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

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



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

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

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

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

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

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

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

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

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

3. **Automobile Liability**

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

Combined Single Limit (CSL)	\$1,000,000
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- a. The policy shall be endorsed to include the following additional insured language:  
**The County of Gila shall be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".**

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

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

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

- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
  2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
  3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

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

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

**ARTICLE 5 - IMMIGRATION LAW COMPLIANCE WARRANTY:** As required by A.R.S. § 41-4401, each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Each party further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the e-verify program. If either party uses any

subcontractors in performance of the Agreement, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the e-verify program. A breach of this warranty shall be deemed a material breach of the Agreement subject to penalties up to and including termination of this Agreement. A party shall not be deemed in material breach if it and its subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the e-verify requirements contained in A.R.S. § 23-214(A). Each party retains the legal right to inspect the papers of the other party and its subcontractors engaged in performance of this Agreement to ensure that the other party and its subcontractors are complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

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

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

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

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

**ARTICLE 8 – CANCELLATION:** This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

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

**ARTICLE 10 – NON-APPROPRIATIONS CLAUSE:** Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

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

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

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

**ARTICLE 14– TERM:** The Contract commences on the date it is signed by the County Manager and remains for a period of one year from that date, unless terminated earlier pursuant to this contract. The County shall have the sole option to renew the contract for three (3) additional one (1) year periods.

**ARTICLE 15 – PAYMENT/BILLING:** Contractor shall be paid an amount not to exceed \$4,000.00 for the projects as outlined in the Scope of Services, if required during the term of this contract.

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

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

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

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


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

IN WITNESS WHEREOF, Service Agreement No. 110719 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

ON TRACK GARAGE DOORS

  
James Menlove, County Manager

  
Signature

Date:

2-6-2020

MR MICHAEL GOLINSKI  
Print Name

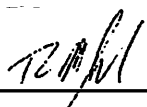
QUOTE DUE DATE: Please email quote by, 11:00 A.M. on, December 3, 2019 to  
Donna Demers at [ddemers@gilacountyaz.gov](mailto:ddemers@gilacountyaz.gov).

"Gila County reserves the right to reject any or all bids, or to accept any bid, or to waive any informality in any bid, or to withhold the award if deemed in the best interest of Gila County"

Contractor Name: OnTrack Garage Doors

Contractor Address: 4821 E. Indigo Street, Mesa, AZ 85205

Contractor Ph#: 480-641-2301 (cell - 541-993-7069) Email Address: [MichaelG@OnTrackGD.com](mailto:MichaelG@OnTrackGD.com)

Contractor Signature: 

**TOTAL COST FOR MATERIAL & INSTALLATION**

**LABOR COST:**

NORMAL HOURLY RATE:

\$ 125/HR (TAXES INCLUDED)

AFTER HOUR RATE:

\$ 172.50 (MIN 3 HOURS) (TAXES INCLUDED)

HOLIDAY HOURLY RATE:

\$ \_\_\_\_\_ (TAXES INCLUDED)

MATERIAL % COST

\$ \_\_\_\_\_ (TAXES INCLUDED)

PLEASE ATTACH DETAIL QUOTE INCLUDING MATERIALS AND INSTALLATION CHARGE.

**THIS IS AN INFORMAL "REQUEST FOR QUOTE". ONLY THE SUCCESSFUL VENDOR WILL BE NOTIFIED OF GILA COUNTY'S INTENT TO ENTER INTO A CONTRACT FOR THE GOODS OR SERVICES QUOTED. ALL TELEPHONE INQUIRES OR EMAILED INQUIRES WILL BE ANSWERED REGARDING RESULTS OF THIS REQUEST FOR QUOTE. PLEASE SEND EMAILS TO [ddemers@gilacountyaz.gov](mailto:ddemers@gilacountyaz.gov) or call 928-402-4219.**



# **ON TRACK**

## **GARAGE DOOR SERVICE, INC.**

Gila County  
Donna Demers  
DDemers@gilacountyaz.gov

Request for Quote No. 110718  
OnTrack Quote #191203GC (Option 1)

Date: December 3, 2019

### **YEARLY SERVICE CONTRACT:**

**Star Valley, AZ:**

**Inspection, repair and adjustments on the following:**

- (9) Door with Chain Drive Operations
- (1) Door with Electric Operations

**Total price \$2000.00 per year for:**  
**one (1) inspection and adjustment**  
**one (1) emergency call out**

**\* any service parts or replacement equipment will be an additional cost.**

**Globe, AZ:**

**Inspection, repair and adjustments on the following:**

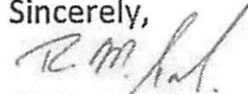
- (12) Door with Electric Operations

**Total price \$2000.00 per year for:**  
**one (1) inspection and adjustment**  
**one (1) emergency call out**

**\* any service parts or replacement equipment will be an additional cost.**

Customer Acceptance: \_\_\_\_\_ Date: \_\_\_\_\_

Sincerely,



**Michael Golinski**  
**Commercial Quoting Division**

- this quote does not include sales tax if billable / price guaranteed for 90 days on commercial quotes /
- all dimensions to be field verified – any discrepancies will affect quote price / no changes once quote has been approved and OnTrack has placed orders with suppliers

On Track Garage Door Service, Inc - Commercial Door and Dock Division  
Mobile – 541-993-7069 Office – 480-641-2301  
4821 E Indigo Street, Mesa, AZ 85205 ROC 324227

mf

# EXECUTIVE SUMMARY FORM

Contract Name: Security Upgrade Contract No.: ASU SAVE Contract No. 161501

**Statement of Purpose and Need (3-5 Sentences)** Gila County is part of the Strategic Alliance for Volume Expenditures (S.A.V.E.), which includes the Arizona State Contract, for cooperative purchasing. By using the ASU S.A.V.E. contract with Stanley Security Solutions, it will save the county in both time and money for a rate that already been established in the ASU bidding process.

Contract End Date: 07-31-20 Renewal Option: ☐ Yes ☒ No

Maximum Dollar Limit: \$44,055.51

## Contract Information

Firm Name: Stanley Security Solutions Contact Person: Mat Alvey  
Address: 4666 S. Ash Avenue Phone No: 480-216-9273  
City: Tempe State: AZ Fax: \_\_\_\_\_ Email: malvey@stanleyworks.com

Teen Pregnancy Prevention  
Svcs/Health/Equipment and furniture Equipment  
under \$1000  
Immunization/Health/ Equipment and furniture  
Equipment under \$1000  
Health Service Fund/Health/ Equipment and  
furniture Equipment under \$1000  
Non-Capitalized Projects/Board of  
Fund: Supervisors/BOS/ Equipment and furniture  
Equipment under \$1000  
Fund Code: 2560.404.4140.40 FM\_35575-\$5,000  
2524.404.4140.40 FM\_35575-\$5,000  
1008.404.4140.40 FM\_355575-\$12,000  
1115.101.101.4140.40 FM\_35575-\$22,055.51 44,055.51  
Type of Funds: ☐ Restricted  
☐ Grant  
☐ General Fund  
☐ Other

✓ Project was budgeted in this fund

Date Sent for Legal Review: \_\_\_\_\_ Date Returned: \_\_\_\_\_

Special Notes: \_\_\_\_\_

## CONTRACT AGREEMENT

Contract Name: Security Upgrade-Central Heights Contract No.: ASU SAVE Contract No. 161501

**Statement of Purpose and Need (3-5 Sentences)**

Upgrade security at Central Heights Facility.

Contract End Date: 07-31-20

Renewal Option: ☐ Yes  
☒ No

Maximum Dollar Limit: \$44,055.51

Contract Information

Firm Name: Stanley Security Solutions Contact Person: Mat Alvey

Address: 4666 S. Ash Avenue #1 Phone No: 480-216-9273

City: Tempe State: AZ Fax: \_\_\_\_\_ Email: Matt.alvey@sbdinc.com

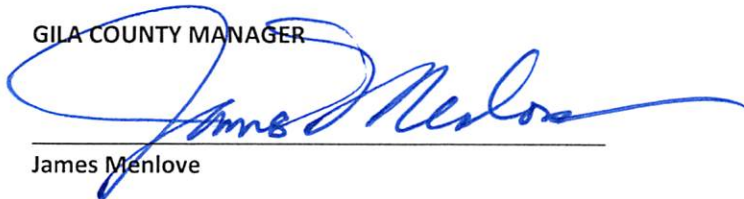
**Special Notes:**

Gila County is part of the Strategic Alliance for Volume Expenditures (S.A.V.E.), which includes the Arizona State Contract, for cooperative purchasing. By using the ASU contract with Stanley Security Solutions., it will save the county in both time and money for a rate that already been established in the City of Avondale bidding process.

Authorization to use a Cooperative Purchasing Agreement with ASU, Contract No. 161501, for Security

Electronic Systems: Parts, Maintenance & Repair approved this 6<sup>th</sup> day of February 2020.

GILA COUNTY MANAGER

  
James Menlove



# Customized Solution Recommendation

Gila County - Central Heights

October 21, 2019

Prepared For: Bob Hickman

Prepared By: Matt Alvey



855-5-STANLEY

[www.stanleysecurity.com](http://www.stanleysecurity.com)

Confidential Recommendation

Prepared by STANLEY Convergent Security Solutions, Inc.



**Quote Name: GilaCounty-CentralHeights\_2019-10-20\_InitialAccess**

**Customer Theory of Operation:**

Stanley to install 9 new access control points at Gila County's Central Heights complex.

Stanley to provide wiring, door sensors, request-to-exit sensors, and electrified lock hardware at all locations as follows:

- A-1: New gate to be built out identical to another existing gate that has a pedestrian opening 36" wide. Stanley to install an electrified Von Duprin 99 rim panic device w/ built-in REX and a Vandal Trim.
- A-2: Another new gate to be built out the same as A-1
- A-3: Another new gate to be built out the same as A-1
- A-4: Double door mag lock. Gila County would like access to be limited in BOTH directions. Mag lock will need to be tied into fire alarm to release (unlock) on a fire alarm. Additionally, Stanley has provided an emergency exit button which will trigger a sounder if used. Stanley will NOT begin installation with this door unless Stanley receives written approval by the Fire Marshall. If permits are required and submittals, they would be done separately from this work order as a change order. A relay from the fire panel onsite is to be provided by OTHERS at Stanley's new power supply. NOTE: In and Out readers shall be looped TOGETHER, so door will not provide data as to whether it was used to go INTO the building or OUT to the courtyard. This capability would require an additional expansion board as a change order.
- A-5: Exam Room: Stanley to install a new electric strike
- A-6: Nursing Front Desk: Stanley to install a new electric strike
- A-7: Prevention: Stanley to install a new electric strike
- A-8: Energy Mgmt: Stanley to install a 9600 strike for the existing crash bar

Stanley to provide a new 16-door enclosure & power supply in head end. New Enclosure to go inside of Complex's MDF where existing 3xLogic NVR is located. Stanley will require power at this location for the power supply, and a dedicated circuit is recommended with emergency back-up.

Work order assumes there is wire pathways to all locations. Any conduit or wire mold would require a change order.



Stanley CSS

Matt Alvey

Oct 21, 2019

Site: GilaCounty - Central Heights

Globe,AZ,

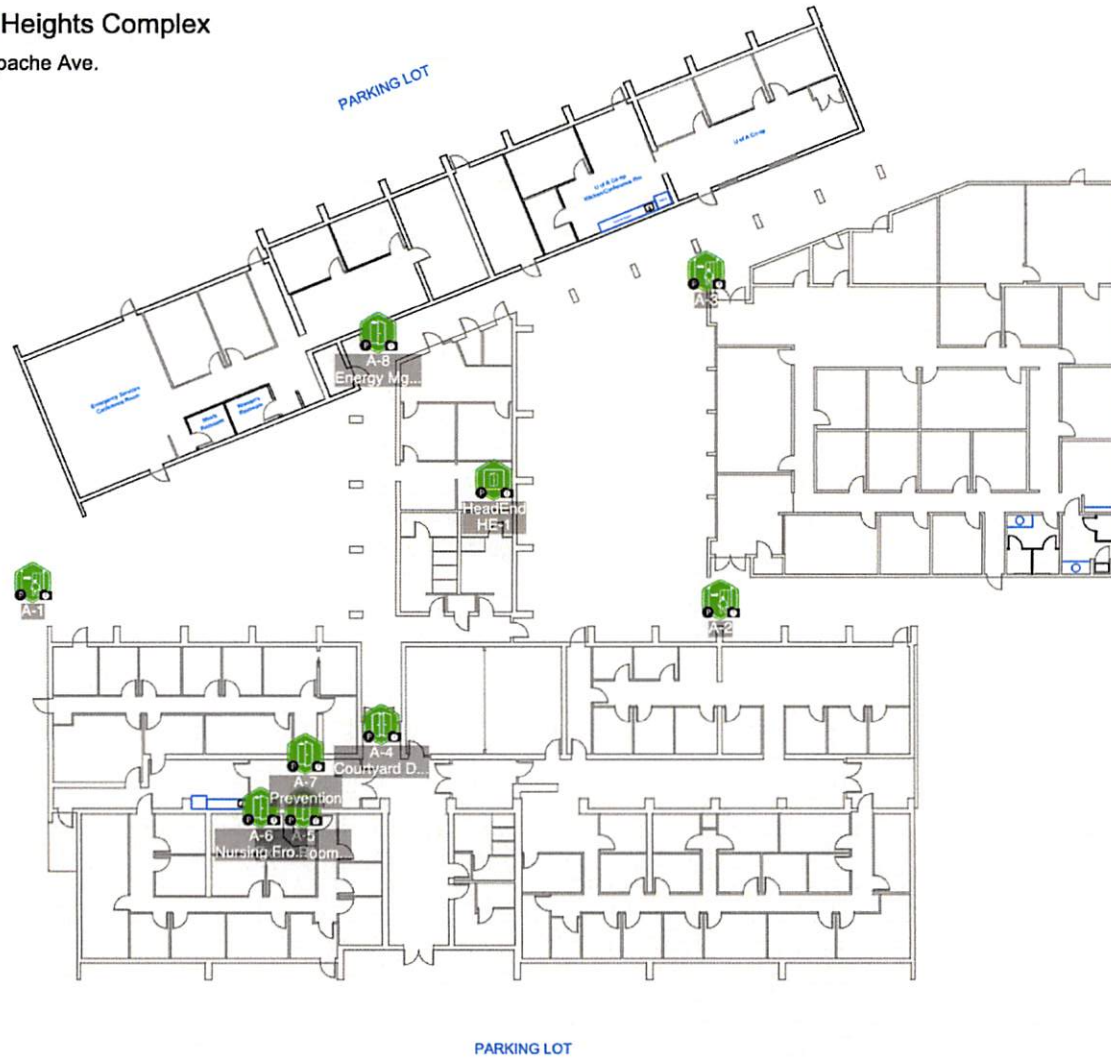
Survey: GilaCounty - Central Heights-Survey



## Survey Overview

### Central Heights Complex

5515 S. Apache Ave.



### [Survey Layout](#)

## Photo Tour

A-3



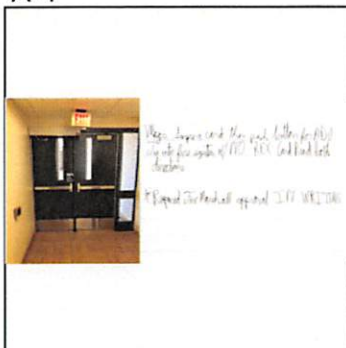
A-1



A-2



A-4



A-5



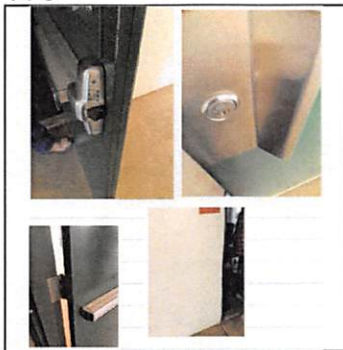
A-6



A-7



A-8



HeadEnd







STANLEY Convergent Security Solutions, Inc.

## Equipment &amp; Labor Summary

Gila County - Central Heights  
5515 S Apache Ave, Globe, AZ 85501Remit to:  
Stanley Convergent Security Solutions  
Dept Ch 10651  
Palentine, IL 60055-4210  
10/21/19  
Q-125619

\*Reference quote number on all PO's

\*Reference SITE ADDRESS on all PO's

Proposal Generated:

QUOTE NUMBER:

BILL OF MATERIALS AND LABOR BREAKDOWN				
EQUIPMENT				
Qty	Part Number	Description	Unit Price	Extended Price
1	FPO1502502C82D8PE8M2	400W DV - 16 LK AND AUX E8M2	\$2,147.55	\$2,147.55
3	1270	IM-1270; 12V, 7AH BATTERY	\$21.85	\$65.55
3	LNL1320S3	DUAL READER INTERFACE MODULE	\$758.84	\$2,276.52
1	LNLX2220	INTELLIGENT DUAL READER CONTROLLER	\$1,615.00	\$1,615.00
9	920PTNNEK00000	MULTICLASS RP40 SE READER	\$270.00	\$2,430.00
1	SS2080EXEN	STOPPER STATION BUTTON UNIV STOPPER	\$234.76	\$234.76
6	1078WM	RECESSED STEEL DOOR CONTACT W/WIRE LEADS	\$9.90	\$59.40
3	2505A	WIDE GAP INDUSTRIAL CONTACT	\$62.69	\$188.07
1		New Crash Bars (Von Duprin), Strikes for A-5, 6, 7, and 8 and MagLocks for Double Doors	\$10,725.00	\$10,725.00
7	2S31952R5	18(4)+22(2+4+6)1S CMP PROFN 500FT	\$566.95	\$3,968.65
6	TBD JIC MATL	TBD JIC MATL	\$15.66	\$93.96
EQUIPMENT AND MATERIAL TOTAL				\$23,804.46
LABOR AND ADDITIONAL				
Setup, Mount, Positioning, Patch Cables, & Labor				
Final Testing, Termination, Adjust, and Programming				
Engineering Design, Drawings, and Calculations				
Project Management and Documentation				
Account Administration & Program Management				
panel & Hardware Fabrication & Assembly				
LABOR AND ADDITIONAL TOTAL				\$18,550.00
Extended 2-Year P&L Warranty per SLA & Ongoing Training				\$4,165.78
VP Level 3 - Distributed Discount				-\$4,668.24
Actual Install Sale Price				\$41,852.00
Tax Estimate				\$2,203.51
Grand Total				\$44,055.51

\*TAX PROVIDED AS A BUDGETARY ESTIMATE ONLY. PLEASE ALLOW FOR A 5% DIFFERENTIAL UPON RECEIPT OF FINAL INVOICE!

All terms and conditions of ASU/Stanley (S.A.V.E.) contract #161501

Payment Structure (Check One): Monthly \_\_\_\_\_ Quarterly \_\_\_\_\_ Biannually \_\_\_\_\_ Annually \_\_\_\_\_

Stanley:

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

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

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

Gila County

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

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

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

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

**Special Billing Instructions:**

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## EXECUTIVE SUMMARY FORM

Contract Name: Port-A-Jon Service Fairgrounds Crew

Contract No.: 012918

**Statement of Purpose and Need (3-5 Sentences)**

**Amendment No. 3** will serve to extend the term of the contract from 03-02-20 to 03-01-21. Weekly service of portable toilet on a trailer for the facilities and fairgrounds crew. Trailer will be parked at the Fairgrounds after 2pm weekdays ready for service.

Contract End Date: 03-02-20 to 03-01-21

Renewal Option: ☒ Yes  
☐ No

Maximum Dollar Limit: \$2,558.40

**Contract Information**

Firm Name: DJ's Companies, Inc.

Contact  
Person:

Darlene Jonovich

Address: P.O. Box 1810

Phone No: 928-425-0602

City: Claypool

State: AZ

Fax: \_\_\_\_\_

Email: Djsco50@hotmail.com

Facilities Management/PW/Buildings/Land/Non-Specified/Other services and charges General  
Fund: services

Type of Funds: ☐ Restricted

☐ Grant

☐ General Fund

Fund Code: 6880.341.102.000.4200.10  
Project Code-FM\_FG \_\_\_\_\_

☐ Other

Date Sent for Legal Review: \_\_\_\_\_

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

**Special Notes:**



### **AMENDMENT NO. 3 to SERVICE AGREEMENT NO. 012918**

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

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#### **PORT-A-JON SERVICE – FAIRGROUNDS CREW**

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#### **FACILITIES**

**Effective** March 2, 2018, Gila County and DJ's Companies, Inc. entered into a contract whereby DJ's Companies agreed to provide Port-A-Jon Service to the Fairgrounds Crew.

**Amendment No. 1 to Service Agreement No. 012918** was executed on June 13, 2018 to increase the contract amount by an amount of One Hundred Sixty-Six dollars and 40/100's (\$166.40).

**Amendment No.2 to Service Agreement No. 012918**, was executed on April 2, 2019 to allow for Gila County to exercise the option to renew the term of the Agreement for one a one-year term, from March 2, 2019 to March 1, 2020, for a contract amount of not to exceed Two Thousand Five Hundred Fifty-Eight dollars and 40/100's (\$2,558.40) without prior written approval from the County. **Additionally, Amendment No. 2** 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."

**Service Agreement No. 012918** will expire on March 1, 2020. **Per Article 15-Term**, Gila County shall have the right, at its sole option, to renew the contract for two (3) additional (1) year periods.

**Amendment No. 3 to Service Agreement No. 012918**, will allow for Gila County to exercise the option to renew the term of the Agreement for one a one-year term, from March 2, 2020 to March 1, 2021, for a contract amount of not to exceed Two Thousand Five Hundred Fifty-Eight dollars and 40/100's (\$2,558.40) without prior written approval from the County.

All other terms, conditions and provisions of the original Contract, shall remain the same and apply during the March 2, 2020 to March 1, 2021 period.

**IN WITNESS WHEREOF**, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 6<sup>th</sup> day of February, 2020.

**GILA COUNTY**

  
James Menlove, County Manager

Date: 2-6-2020

**DJ'S COMPANIES, INC.**

  
Signature

Twila MacLean  
Print Name



## EXECUTIVE SUMMARY FORM

Contract Name: Payson Health-Demo

Contract No.: 012320

**Statement of Purpose and Need (3-5 Sentences)** To complete demo work for Payson Health renovation to expedite the project. Scope of work DEMO: for the old Napa building located at 110 W. Main street Payson AZ., We will provide all labor and machinery to complete the following.

1. Tear of and load the existing roof system. (Leave the existing top plate)
2. Demo and load debris from the existing floor
3. Demo and load debris from the porch and the south side wood framed wall (leaving the cmu wall intact, might have minor breakage in the block)

Contract End Date: 04-30-20

Renewal Option: ☒ Yes

☐ No

Maximum Dollar Limit: \$19,500.00

### Contract Information

Firm Name: LAP Contracting

Contact

Person: Kacy Parker

Address: 1400 N Beeline Hwy

Phone No: 928-474-1766

City: Payson

State: AZ

Fax: \_\_\_\_\_

Email: Kcparker05@gmail.com

Capital improvements/Board of Supervisors/New  
Fund: Facilities/Capital Outlay Construction in progress

Type of Funds:

- ☐ Restricted  
☐ Grant  
☐ General Fund  
☐ Other

Fund Code: 1007.101.811.4500.19

Date Sent for Legal Review: \_\_\_\_\_

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

Special Notes:

**SERVICE AGREEMENT NO. 012320**

**PAYSON HEALTH-DEMO**

**FACILITIES MANAGEMENT**

**THIS AGREEMENT**, made and entered into this 17<sup>th</sup> day of February, 2020, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and LAP Contracting, of the City of Payson, State of Arizona, hereinafter designated the Contractor.

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

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

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

Scope of Work: Refer to attached Attachment "A" to **Service Agreement No. 012320** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement No. 012320** by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to **Service Agreement No. 012320**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

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

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

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

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

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

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

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

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

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

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

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

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

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

3. **Automobile Liability**

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

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



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

4. Professional Liability (Errors and Omissions Liability)

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

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

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

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

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

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

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

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

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

gaining a solidified respect for human dignity as a basis of their political and social activities. The Commission is convinced that the political and social activities of the Commission will be a positive contribution to the development of the country.

11. Erklärung des Begriffs „Wahl“

000,000.12

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000,000,52.

Cheng, A. (2008).

beginning of the time work under this Contract is completed, maintaining or an extended discovery period will be considered for a period of not less than (2) years from the effective date of this Contract; and that a later continuous coverage will be a claim-made basis. Contractor warrants that any retrospective data under the policy shall in the event that the professional liability insurer is required by this Contract is within of

ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include or be endorsed to include the following provisions:

It is understood that the Contractor shall be responsible for the payment of all taxes and duties on the goods and services supplied under this Contract. The Contractor shall be responsible for the payment of all taxes and duties on the goods and services supplied under this Contract.

3. The Company's insurance coverage shall be primary insurance and non-contributory with respect to all other available coverage.

2. Coverage provided by the Contractor shall not be limited to the liability assumed under the Indemnification provisions of this Contract.

**NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be subject to voided, amended, reduced, in coverage or authorized to lower limits after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to the County Purchasing Department, 1000 N. Ash St., Glendora, CA 91741 or and it will be sent by certified mail return receipt requested.

The Council in no way warrants that the above-replicated minimum nutrient testing is sufficient to protect the consumer from potential nutrient inadequacy.

for each insured policy and to be signed by a person authorized by that insurer to bind coverage on its behalf.

Failure to maintain the insurance policies as required by this Contract or to provide evidence of such is a material breach of contract.

Comments: Each insurance policy required by this Contract must be in effect at or prior to the commencement of work under this Contract and remain in effect for the duration of the project. All certificates and endorsements are to be received and approved by the County before work.

All contracts awarded by this Contract shall be sent directly to Civil County Purchasing Department 3400 E. Ash Street, Suite A2, 85501 or email to [purchasing@civilcounty.org](mailto:purchasing@civilcounty.org). The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete certified copies of all insurance policies for each project.

**Sighe**

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

**ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE:** As required by A.R.S. § 41-4401, each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Each party further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the e-verify program. If either party uses any subcontractors in performance of the Agreement, Subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and Subcontractors shall further warrant that after hiring an employee, such Subcontractor verifies the employment eligibility of the employee through the e-verify program. A breach of this warranty shall be deemed a material breach of the Agreement subject to penalties up to and including termination of this Agreement. A party shall not be deemed in material breach if it and its Subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the e-verify requirements contained in A.R.S. § 23-214(A). Each party retains the legal right to inspect the papers of the other party and its subContractors engaged in performance of this Agreement to ensure that the other party and its subContractors are complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

**ARTICLE 6 – WARRANTY:** Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted. In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.



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

**ARTICLE 8 – CANCELLATION:** This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

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

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

It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

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

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

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

**ARTICLE 14 – TERM:** The Contract commences on the date signed by the County Manager and remains in effect through April 30, 2020.

**ARTICLE 15 – PAYMENT/BILLING:** Contractor shall be paid a flat fee of **\$19,500.00** for completion of the projects as outlined in the Scope of Services, in increments. Contractor shall submit an invoice for fifty percent (50%) upon commencement of the project, followed by monthly progress draws and balance due upon completion of the project.

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

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

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

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

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

**IN WITNESS WHEREOF,** Service Agreement No. 012320 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

  
James Menlove, County Manager

Date: 2-11-2020

LAP CONTRACTING

  
Signature

Kacy Parker  
Print Name



## PROPOSAL

January 17, 2020

Bob Hickman  
Gila County facilities  
[rhickman@gilacountyaz.gov](mailto:rhickman@gilacountyaz.gov)  
9282001643

Scope of work DEMO: for the old Napa building located at 110 W. Main street Payson AZ.,  
We will provide all labor and machinery to complete the following.

1. Tear of and load the existing roof system. (Leave the existing top plate)
2. Demo and load debris from the existing floor
3. Demo and load debris from the porch and the south side wood framed wall (leaving the cmu wall intact, might have minor breakage in the block)

The county is to provide roll-off containers and are responsible for all transport and debris fees. We will coordinate directly with the landfill timing etc. for the containers. We will need no less than 2 roll off dumpsters at a time. If the county chooses to complete the items listed on the previous proposal dated 1/16/2020 in house, that said work is to be completed prior to us starting the job.

**TOTAL FOR ALL LINE ITEMS \$19,500.00**

Tax is applicable unless tax exempt form 5000 is supplied

Payment to be made: 50% down upon Notice to Proceed, by monthly progress draws and balance due upon completion. Please make checks payable to: L.A.P. Contracting. Any alterations or deviations from the above specifications involving extra costs will be executed only upon written orders. All agreements are contingent upon strikes, accidents or delays beyond our control.

Standard Rock Clause is applicable. Public liability insurance and workman's compensation on the above work is to be provided by LAP Contracting INC. Any other necessary insurance permits engineering, testing and surveying are to be provided by the project/home owner.

Acceptance:

The above prices, specifications and conditions are hereby accepted by:

James Menlove, County Manager

Accepted by

Dated

Kacy Parker

1/17/2020

LAP Contracting INC.

Date

**Arizona Registrar of Contractors Commercial license 284495 KB-2**



## EXECUTIVE SUMMARY FORM

Contract Name: Emergency Plumbing Services & Repair

Contract No.: 122017

**Statement of Purpose and Need (3-5 Sentences)** Amendment No. 4 will serve to extend the term of the contract from February 08, 2020 to February 07, 2021. Additionally, Amendment No. 4 will serve to decrease the dollar amount of the contract by \$10,000. Vendor needed in place for On-Call Service and Emergency Repairs at the Gila County Jail.

Contract End Date: 02-08-20 to 02-07-21

Renewal Option:

☐ Yes

☒ No

Maximum Dollar Limit: \$20,000.00

### Contract Information

Firm Name: Earthquest Plumbing

Contact

Person:

Tim Haas

Address: P.O. Box 539

Phone No:

928-812-0112

City: Globe

State: AZ

Fax: \_\_\_\_\_

Email:

Earthquest07@gmail.com

Fund: General Fund/Sheriff/Detention/Non-  
specified/Repair and maintenance Buildings

Type of Funds:

☐

Restricted

☐

Grant

☐

General Fund

☐

Other

Fund Code: 1005.300.442.4300.60

Date Sent for Legal Review: \_\_\_\_\_

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

Special Notes:





**AMENDMENT NO. 4 to SERVICE AGREEMENT NO. 122017**

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

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**EMERGENCY PLUMBING SERVICES & REPAIRS**

**SHERIFF'S OFFICE**

**Effective** February 08, 2018, Gila County and Earthquest Plumbing, Inc. entered into a contract whereby Earthquest Plumbing, Inc. agreed to provide Emergency Plumbing Services & Repairs for the Sheriff's Office.

**Amendment No. 1 to Service Agreement No. 122017** was executed on June 26, 2018 to increase the contract amount by an amount of Sixteen Thousand One Hundred Eighty-Three dollars and 09/100's (\$16,183.09).

**Amendment No. 2 to Service Agreement No. 122017** was executed on October 23, 2018 to increase the contract amount by an amount of Ten Thousand dollars and 00/100's (\$10,000.00).

Service Agreement No. 122017 will expire February 07, 2019. Per Article 15-Term, Gila County shall have the right, at its sole option, to renew the contract for three (3) additional (1) year periods.

**Amendment No. 3 to Service Agreement No. 122017** was executed on March 5, 2019 to allow for Gila County to exercise the option to renew the term of the Agreement for one (1) one (1) year term, from February 08, 2019 to February 07, 2020 for a contract amount not to exceed Twenty Thousand dollars and 00/100's (\$20,000.00) without prior written approval from the County.

Service Agreement No. 122017 will expire February 07, 2020. Per Article 15-Term, Gila County shall have the right, at its sole option, to renew the contract for three (3) additional (1) year periods.

Further, the Sheriff's Office would like to decrease the amended contract amount of Twenty Thousand dollars and 00/100's (\$20,000.00) by Ten Thousand dollars and 00/100's (\$10,000.00).

**Amendment No. 4 to Service Agreement No. 122017** will allow for Gila County to exercise the option to renew the term of the Agreement for one (1) one (1) year term, from February 08, 2020 to February 07, 2021 for a contract amount not to exceed Ten Thousand dollars and 00/100's (\$10,000.00) without prior written approval from the County.

**AMENDMENT NO. 4 to SERVICE AGREEMENT NO. 122017**

All other terms, conditions and provisions of the original Contract, shall remain the same and apply during the February 08, 2020 to February 07, 2021 period.


IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 18th day of February, 2019.

GILA COUNTY

  
\_\_\_\_\_  
James Menlove, County Manager

Date: 2-18-2020

EARTHQUEST PLUMBING, INC.

  
\_\_\_\_\_  
Signature

Timothy W Haas  
\_\_\_\_\_  
Print Name



**SERVICE AGREEMENT NO. 020320**  
**PAYSON HEALTH RENOVATION PROJECT-FLOORING**  
**FACILITIES MANAGEMENT**

**THIS AGREEMENT**, made and entered into this 18<sup>th</sup> day of February, 2020, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Mountain Home Interiors, of the City of Payson, State of Arizona, hereinafter designated the Contractor.

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

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

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

Scope of Work: Refer to attached Attachment "A" to **Service Agreement No. 020320** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement No. 020320** by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to **Service Agreement No. 020320**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

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

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

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

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

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

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

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

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

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

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

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

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

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

3. **Automobile Liability**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE 5 - LEGAL ARIZONA WORKERS ACT COMPLIANCE:** As required by A.R.S. § 41-4401, each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Each party further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the e-verify program. If either party uses any subcontractors in performance of the Agreement, Subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and Subcontractors shall further warrant that after hiring an employee, such Subcontractor verifies the employment eligibility of the employee through the e-verify program. A breach of this warranty shall be deemed a material breach of the Agreement subject to penalties up to and including termination of this Agreement. A party shall not be deemed in material breach if it and its Subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the e-verify requirements contained in A.R.S. § 23-214(A). Each party retains the legal right to inspect the papers of the other party and its subContractors engaged in performance of this Agreement to ensure that the other party and its subContractors are complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

**ARTICLE 6 - WARRANTY:** Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted. In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

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

**ARTICLE 8 – CANCELLATION:** This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

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

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

It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

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

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

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



**ARTICLE 14 – TERM:** The Contract commences on the date signed by the County Manager and remains in effect through August 31, 2020.

**ARTICLE 15 – PAYMENT/BILLING:** Contractor shall be paid a flat fee of \$17,203.75 for completion of the projects as outlined in the Scope of Services, in increments. Contractor shall submit an invoice for fifty percent (50%) upon commencement of the project, followed by monthly progress draws and balance due upon completion of the project.

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

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

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


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

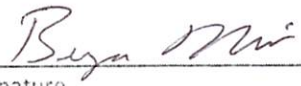
The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

**IN WITNESS WHEREOF,** Service Agreement No. 020320 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

MOUNTAIN HOME INTERIORS

  
James Menlove, County Manager

  
Signature

Date:

2-18-2020

  
Print Name



Mountain Home Interiors

315 W Main Street  
Payson AZ 85541**Estimate**

Date	Estimate #
1/14/2020	2678

**Name / Address**Mark Warden  
745 N. Rose Mofford Way  
Globe AZ, 85501**Ship To**Mark Warden  
745 N. Rose Mofford Way  
Globe AZ 85501**Project**

Item	Description	Qty	Rate	Total
Deja New	Metro Floor. Smooth Concrete Tile 24x24, 36 SF/ctn, 20 Mil Wearlayer, Gauge 2.5 mm, 9 Pcs/Ctn, Color Umber	2,988	2.69	8,037.72T
Labor Installation	Labor Installation	2,988	1.50	4,482.00
Eco 360 1Gall	De Soto, Eco 360 Mapei Adhesive for Commercial Vinyl 4 Gallon	4	129.00	516.00T
floor prep	Sub Floor Preparation, Previous to Floor Installation, minor floor prep allowance, floor prep must be bid, and will be quoted upon inspection of the concrete.	1	250.00	250.00
CoveBase 4" Rub...	Johnsonite 4" Cove Base Rubber, 120 feet/Box, black	10	119.00	1,190.00T
Labor Installation	Labor Installation	1,100	0.75	825.00
Covebase Adhesive	MAPEI ECO-575 29oz CTG ACRYLIC COVE BASE ADHESIVE	20	5.99	119.80T
	This estimate must be confirmed with a field measure.			
Deja New	Metro Floor. Smooth Concrete Tile 24x24, 36 SF/ctn, 20 Mil Wearlayer, Gauge 2.5 mm, 9 Pcs/Ctn, attic stock	288	2.69	774.72T

<b>Subtotal</b>	\$16,195.24
<b>Sales Tax (9.48%)</b>	\$1,008.51
<b>Total</b>	\$17,203.75

Mountain Home Interiors

315 W Main Street  
Payson AZ 85541**Estimate**

Date Estimate #

1/14/2020

2678

**Name / Address**Mark Warden  
745 N. Rose Mofford Way  
Globe AZ, 85501**Ship To**Mark Warden  
745 N. Rose Mofford Way  
Globe AZ 85501**Project**

Item	Description	Qty	Rate	Total
Deja New	Metro Floor. Smooth Concrete Tile 24x24, 36 SF/ctn. 20	2,988	2.69	8,037.72T
	Mil Wearlayer, Gauge 2.5 mm. 9 Pcs/Ctn. Color Umber			
Labor Installation	Labor Installation	2,988	1.50	4,482.00
Eco 360 1Gall	De Soto, Eco 360 Mapei Adhesive for Commercial Vinyl	4	129.00	516.00T
	4 Gallon			
floor prep	Sub Floor Preparation, Previous to Floor Installation, minor floor prep allowance, floor prep must be bid, and will be quoted upon inspection of the concrete.	1	250.00	250.00
CoveBase 4" Rub...	Johnsonite 4" Cove Base Rubber, 120 feet/Box, black	10	119.00	1,190.00T
Labor Installation	Labor Installation	1,100	0.75	825.00
Covebase Adhesive	MAPEI ECO-575 29oz CTG ACRYLIC COVE BASE ADHESIVE	20	5.99	119.80T
	This estimate must be confirmed with a field measure.			
Deja New	Metro Floor. Smooth Concrete Tile 24x24, 36 SF/ctn. 20	288	2.69	774.72T
	Mil Wearlayer, Gauge 2.5 mm. 9 Pcs/Ctn. attic stock			

Subtotal \$16,195.24

Sales Tax (9.48%) \$1,008.51

Total \$17,203.75

## EXECUTIVE SUMMARY FORM

Contract Name: Sheriff's Office Appliance Service and Repair

030719

**Statement of Purpose and Need (3-5 Sentences)** Amendment No. 1 will serve to extend the contract from March 20, 2020 to March 19, 2021. Contractor will provide the repair and service of miscellaneous equipment located at the Globe and Payson Sheriff's Office, Globe Posse Building, and Roosevelt Sub-Station. List of equipment includes **but is not limited to:** ice maker, commercial & convention ovens, commercial washers, dryers, drinking fountain, boiler system, dishwasher, kettle/warmer, evap. cooler, walk-in cooler and sinks.

Contract End Date: 03-20-20 to 03-19-21

Renewal Option: ☐ Yes  
☐ No

Maximum Dollar Limit: \$10,000.00

### Contract Information

Firm Name: Service Plus, Inc

Contact

Person:

Kate Brooks

Address: 200 W. Aero

Phone No: 474-5664

City: Payson

State: AZ

Fax: \_\_\_\_\_

Email: azserviceplus@gmail.com

Fund: General Fund/Sheriff/Detention/Other Services & charges/General Services

Type of Funds: ☐ Restricted

Fund Code: 1005.300.442.4200.10

☐ Grant

☐ General Fund

☐ Other

Date Sent for Legal Review: \_\_\_\_\_

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

Special Notes:



**AMENDMENT NO. 1 to SERVICE AGREEMENT NO. 030719**

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

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**SHERIFF'S OFFICE APPLIANCE SERVICE AND REPAIR**

**SHERIFF'S OFFICE**

**Effective** March 20, 2019, Gila County and Service Plus, Inc. entered into a contract whereby Service Plus, Inc. agreed to provide miscellaneous appliance service and repair to the Gila County Sheriff's Office.

Service Agreement No. 030719 will expire on March 19, 2029. Per Article 14-Term, Gila County shall have the sole option to renew the contract for three additional one-year periods.

**Amendment No. 1 to Service Agreement No. 030719**, will allow for Gila County to exercise the option to renew the term of the Agreement for an additional one-year term, from March 20, 2020 to March 19, 2021, for a contract amount of not to exceed Ten Thousand dollars and 00/100's (\$10,000.00) 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 March 20, 2020 to March 19, 2021 renewal period.


**IN WITNESS WHEREOF**, two (2) identical copies of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 18<sup>th</sup> day of February, 2020.

GILA COUNTY:

  
James Menlove, County Manager

Date: 2.18.2020

SERVICE PLUS, INC.

  
Signature

DAVE KEENEY JR.  
Print Name

THE FOLLOWING AGREEMENT WAS ENTERED INTO BY AND BETWEEN THE PARTIES  
ON THIS 15th DAY OF MARCH 2010.

# ARTICLE I - PURPOSE AND SCOPE

## SECTION 1.1 - PURPOSE

WHEREAS, the County of Santa Clara and the City of San Jose have entered into a Memorandum of Understanding (MOU) dated March 10, 2010, regarding the joint development of the Santa Clara Valley Regional Water Treatment Plant (RWTP) and the Santa Clara Valley Regional Wastewater Treatment Plant (WWTP);

AND WHEREAS, the County and the City have agreed to enter into a joint venture to develop and operate the Santa Clara Valley Regional Water Treatment Plant (RWTP) and the Santa Clara Valley Regional Wastewater Treatment Plant (WWTP);

AND WHEREAS, the County and the City have agreed to enter into a joint venture to develop and operate the Santa Clara Valley Regional Water Treatment Plant (RWTP) and the Santa Clara Valley Regional Wastewater Treatment Plant (WWTP);

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AND WHEREAS, the County and the City have agreed to enter into a joint venture to develop and operate the Santa Clara Valley Regional Water Treatment Plant (RWTP) and the Santa Clara Valley Regional Wastewater Treatment Plant (WWTP);

IN WITNESS WHEREOF, the County of Santa Clara and the City of San Jose have hereunto set their hands and seals this 15th day of March 2010.

\_\_\_\_\_  
COUNTY OF SANTA CLARA  
\_\_\_\_\_  
CITY OF SAN JOSE