

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

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

Citizens may watch the Board meeting live-streamed at:

<https://www.youtube.com/channel/UckCHWVqrI5AmJKbvYbO-k2A/live>

Citizens may submit written comments related to the May 18th Regular Meeting agenda by no later than 5 p.m. on Monday, May 17th, by emailing the Clerk of the Board at msheppard@gilacountyaz.gov or calling 928-402-8757. Citizens may also submit written comments during the meeting through YouTube. Please include the meeting date, agenda item number, your name, and residence address in the email.

REGULAR MEETING - TUESDAY, MAY 18, 2021 - 10:00 A.M.

1. **CALL TO ORDER - PLEDGE OF ALLEGIANCE - INVOCATION**
2. **PUBLIC HEARINGS:**
 - A. Information/Discussion/Action to adopt Gila County Ordinance No. 2021-01-*Open Outdoor Fire* which repeals Ordinance No. 2020-02-*Open Outdoor Fire* and any ordinances previously adopted by the Board of Supervisors pertaining to an open outdoor fire. **(Jacque Sanders)**
 - B. Information/Discussion/Action to adopt Resolution No. 21-05-01 to name South Amy Lane in the Tonto Basin area. **(Tom Homan)**

- C. Information/Discussion/Action to authorize the submittal of a CDBG-CV Emergency and Transitional Shelter Application to the Arizona Department of Housing in the amount of \$650,000 for a proposed transitional housing project in Gila County; and adopt related Certifications and the Disclosure Report. **(Jacque Sanders)**

- D. Information/Discussion/Action to consider a liquor license application (County No. LL-21-02) submitted by Sheila Lynn Marcum for the transfer of a Series 10 Beer and Wine License with an interim permit to operate at Jake's Corner Store, 57510 N. Highway 188 in Payson; and issue a recommendation to the Arizona Department of Liquor Licenses and Control whether the license should be granted. **(Marian Sheppard)**

- 3. **REGULAR AGENDA ITEMS:**
 - A. Information/Discussion/Action to approve the use of State of Arizona Procurement Office Contract No. ADSPO17-166124 with San Tan Ford in the amount of \$131,570 for the purchase of two 2021 Ford Expedition SSVs with installed equipment. **(Mathew Binney)**

 - B. Information/Discussion/Action to adopt Resolution No. 21-05-02 in support of a grant application being submitted to the Ak-Chin Indian Community by the Hellsgate Fire District in the amount of \$53,932.36 to purchase a new 4x4 SUV vehicle that can respond to 911 calls for the District; and which authorizes Gila County to act as the fiscal agent by agreeing to be a pass-through agency and accept funding on behalf of the Hellsgate Fire District. **(Mary Springer)**

- C. Information/Discussion/Action to approve a single-source contract with Federal Compliance Consulting, LLC (Bruce Adelson, Esq.) in a not to exceed amount of \$40,000 with an option to renew the contract for four one-year periods to provide redistricting legal consulting services. **(Mary Springer)**

- D. Information/Discussion/Action to approve Professional Services Contract No. 05012021 with James M. Feezor for consulting services for the redistricting public process in a not to exceed amount of \$50,000 with an option to renew the agreement for one year. **(Mary Springer)**

- E. Information/Discussion/Action to approve various Intergovernmental Agreements to jointly cooperate in Gila County's 2021 Summer Work Employment Program with the following entities: City of Globe (\$7,000); Town of Miami (\$14,000); Town of Winkelman (\$14,000); Town of Hayden (\$17,500); Town of Payson (\$14,000); and Young Public School (\$10,500). **(Cathy Melvin)**

- F. Information/Discussion/Action to approve the Agreement between Gila County and Conservation Legacy in the amount of \$70,000 for one year to fund two Youth Conservation Corps crews to be based in Payson and Globe. **(Woody Cline/Cathy Melvin)**

- G. Information/Discussion/Action to approve a Utility Easement, and Line Extension Agreement between Gila County and Arizona Public Service Company (APS) whereby the County will grant an easement to APS. **(Chris Romiti)**

- H. Information/Discussion/Action to increase the amount of the Sourcewell-Caterpillar-Empire Southwest LLC Contract Agreement (Sourcewell No. 032119-CAT) by \$160,000 for the repairs of heavy equipment making the total agreement amount \$560,000 through the current term ending August 16, 2021. **(Steve Sanders)**

- I. Information/Discussion/Action to approve major repairs to two pieces of heavy equipment (T-004 Dozer and J-020 Motor Grader) through Empire Southwest prior to August 2021 for a not to exceed price of \$160,000. **(Steve Sanders)**

- J. Information/Discussion/Action to adopt Resolution No. 21-05-05 which authorizes the execution of an Intergovernmental Agreement (IGA 20-0008060-I) between Gila County and the State of Arizona, Department of Transportation, to construct a bridge across Tonto Creek in Tonto Basin, Arizona. **(Steve Sanders)**

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

- L. Information/Discussion/Action to adopt Resolution No. 21-05-04 appointing Mary Jane Springer, Finance Director, as the Chief Fiscal Officer for Gila County as required by Arizona Revised Statutes § 41-1279.07(E). **(Mary Springer)**

- M. Information/Discussion/Action to consider a sealed bid for the purchase of Assessor's tax parcel number 101-07-123 and, if accepted, authorize the Chairman's signature on the Quit Claim Deed. **(Marian Sheppard)**

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

- A. Approval of Amendment No. 2 to Intergovernmental Agreement (IGA) No. 060119 with the Town of Star Valley for Consolidated Administration and Operation of Limited Jurisdiction Courts to extend the term of the IGA to June 30, 2022.
- B. Appointment of the following Republican Party Precinct Committeemen in Gila County: Sarah Burkhart - Payson #4 Precinct; Elvia Botello Guerrero - Payson #5 Precinct; and Charles Stanley Bell - Payson #5 Precinct.
- C. Appointment of the following Democratic Party Precinct Committeeman in Gila County: Connie Cockrell - Payson #3 Precinct.
- D. Approval of the Application for an Extension of Premises/Patio Permit submitted by James David Haviland to permanently extend the premises where liquor is permitted to be served at the Creekside Steakhouse & Tavern located in Christopher Creek, 30 miles east of Payson.
- E. Acknowledgment of Professional Services Agreement No. 041621 for Coppersmith Brockelman, PLC to provide legal counsel and representation to the CORP (Correctional Officers Retirement Plan) Local Boards for a not to exceed amount of \$5,000 without prior written approval from the County for the term beginning on July 1, 2021 through June 30, 2022 that was signed by the County Manager on April 21, 2021.
- F. Acknowledgment of Professional Services Agreement No. 041521 for Coppersmith Brockelman, PLC to provide legal counsel and representation to the PSPRS (Public Safety Personnel Retirement System) Local Board for a not to exceed amount of \$5,000 without prior written approval from the County for the term beginning on July 1, 2021 through June 30, 2022 that was signed by the County

Manager on April 21, 2021.

- G. Acknowledgment of Professional Services Contract No. 040820-*Grant Application Assistance* with Community Alliance Consulting in a not to exceed amount of \$7,800 through April 30, 2021 that was signed by the County Manager on April 21, 2021.

- H. Acknowledgment of Amendment No. 1 to Professional Services Contract No. 040520-*HIV Care and Services* with Laboratory Corporation of America which renewed the contract for one year, from April 1, 2021 to March 31, 2022, for a not to exceed amount of \$7,000 without prior written approval by the County that was signed by the County Manager on April 15, 2021.

- I. Acknowledgment of Amendment No. 2 to Professional Services Contract No. 040919-1-*HIV Care and Services* with Barbara Stone which renewed the contract for one year, from April 1, 2021 to March 31, 2022, for a not to exceed amount of \$11,000 without prior written approval by the County, and which was approved by the County Manager on April 5, 2021.

- J. Approval of the Board of Supervisors' May 4, 2021 meeting minutes.

- K. Approval of the monthly activity reports submitted by the Human Resources Department for April 2021.

- L. Approval of finance reports/demands/transfers for the reporting period of April 1, 2021 through April 30, 2021.

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

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

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

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

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

ARF-6573

Public Hearing 2. A.

Regular BOS Meeting

Meeting Date: 05/18/2021

Submitted For: Jacque Sanders, Deputy County Manager/Librarian

Submitted By: Marian Sheppard, Clerk of the Board

Department: Deputy County Mgr/Library District

Information

Request/Subject

Adoption of Ordinance No. 2021-01-*Open Outdoor Fire* which repeals Ordinance No. 2020-02-*Open Outdoor Fire* and any other ordinances previously adopted by the Board of Supervisors relating to an open outdoor fire.

Background Information

Gila County has had an Open Outdoor Fire Ordinance since 1998. It was updated in 2001, 2011, and 2020.

Ordinance No. 2021-01 is being presented to the Board of Supervisors for adoption to make a minor correction to Section 4-*Applicability*, paragraph 4.1 of the Ordinance and to do some administrative cleanup so that one document can be recorded with the proper references to ensure previous related ordinances are repealed and connected to Ordinance No. 2021-01.

Evaluation

The following language is being removed from Section 4-*Applicability*, paragraph 4.1 of the Ordinance:

This Ordinance applies within all unincorporated areas of Gila County, exclusive of ~~areas under the jurisdiction of the United States, the State of Arizona or~~ a federally recognized Indian tribe. In the event that the United States Forest Service including the Tonto National Forest implements fire restrictions by Forest Ranger Districts, the County Open Outdoor Fire Ban would be in effect in the unincorporated areas within each applicable Ranger District.

The other change is to add language to the first sentence of the Ordinance (under the title), as follows:

An ordinance adopted by the Gila County Board of Supervisors

relating to an open outdoor fires and which repeals Ordinance No. 2020-02 and any other ordinances previously adopted by the Board of Supervisors relating to an open outdoor fire.

Conclusion

These changes need to be made and incorporated into a new ordinance to be adopted by the Board of Supervisors.

Per A.R.S. § 11-251.05, a public hearing is required to be held any time an ordinance is adopted, amended, or repealed. Also, the public hearing notice must be published in a newspaper of general circulation within the county seat. The public hearing notice was published in the Silver Belt newspaper on April 28, 2021.

Recommendation

Staff recommends that the Board of Supervisors adopt Gila County Ordinance No. 2021-01- *Open Outdoor Fire*.

Suggested Motion

Information/Discussion/Action to adopt Gila County Ordinance No. 2021-01- *Open Outdoor Fire* which repeals Ordinance No. 2020-02- *Open Outdoor Fire* and any ordinances previously adopted by the Board of Supervisors pertaining to an open outdoor fire. **(Jacque Sanders)**

Attachments

Ordinance No. 2021-01

Public Hearing Notice

Ordinance No. 2020-02

GILA COUNTY ORDINANCE NO. 2021-01
OPEN OUTDOOR FIRE

An Ordinance adopted by the Gila County Board of Supervisors relating to an open outdoor fire and which repeals Ordinance No. 2020-02 and any other ordinances previously adopted by the Board of Supervisors relating to an open outdoor fire.

OPEN OUTDOOR FIRE ORDINANCE

SECTION

1. Definitions
2. Prohibition
3. Penalties
4. Applicability
5. Effective Date; Emergency Declaration

SECTION 1

DEFINITIONS:

- 1.1 ***Open outdoor fire*** means a fire where the products of combustion are emitted directly into the ambient air without passing through a stack or a chimney. This includes burning in a burn barrel.
- 1.2 ***Campfire*** means a fire not within any building, mobile home, or living accommodation which is used for cooking, personal warmth, lighting, ceremony, or aesthetic purposes.
- 1.3 ***Barbecue*** means fixed or portable device where food is cooked on a metal frame over a fire fueled solely by liquid petroleum or LPG fuels or other fuel that can be turned on and off. Such devices can only be used in an area that is barren or cleared of all overhead and surrounding flammable materials within 3 feet of the device.

1.4 **Bonfire** means a fire built outdoors for burning rubbish, waste material, or refuse.

1.5 **Fireworks** means any combustible or explosive composition, substance or combination of substances, or any article prepared for the purpose of producing a visible or audible effect by combustion, explosion, deflagration or detonation, that is a consumer firework or display firework as defined by A.R.S. §36-1601 (3) a.

SECTION 2

PROHIBITION:

2.1 At any time when the United States Department of Agriculture, United States Forest Service (USFS), issues an order under Title 36, Section 261.52 of the Code of Federal Regulations placing Stage II (Elevated) or greater restrictions on fires within the Tonto National Forest either by designated Ranger District or the Tonto National Forest as a whole, it shall be unlawful for any person to build, maintain, attend, ignite, or use an open outdoor fire, bonfire, campfire or fireworks, in the same geographical location(s) except as provided in this Section. The USFS Tonto National Forest Ranger District Map is attached as Exhibit A.

2.2 **EXCEPTIONS:**

The following fires are excepted from the provisions of this Section:

A. Fires used only for cooking of food conducted on a barbecue: a fixed or portable device where food is cooked on a metal frame over a fire fueled solely by liquid petroleum or LPG fuels or other fuel that can be turned on and off. Such devices can only be used in an area that is barren or cleared of all overhead and surrounding flammable materials within 3 feet of the device.

B. Any fire set or permitted by any public officer in the performance of official duty, if such fire is set or permission given for the purpose of weed abatement, the prevention of fire hazard or instruction in the methods of fighting fires.

C. Fires set or permitted by the Director of the Department of Agriculture or County Agricultural agents of the county for the purpose of disease and pest prevention.

D. Fires set by or permitted by the Federal Government or any of its departments, agencies or agents of the state or any of its agencies, departments or political subdivisions for the purpose of watershed rehabilitation or control through vegetative manipulation.

E. Any other fire allowed by permit issued pursuant to A.R.S. §49-501 *et seq.*

F. Nothing in this Ordinance shall be construed to prohibit the occurrence of a public display of fireworks in the unincorporated areas of the county as approved by the Board of Supervisors.

SECTION 3

PENALTIES:

3.1 Each violation pursuant to this Ordinance shall result in a civil penalty not to exceed \$500.00 for each violation.

SECTION 4

APPLICABILITY:

4.1 This Ordinance applies within all unincorporated areas of Gila County, exclusive of a federally recognized Indian tribe. In the event that the United States Forest Service including the Tonto National Forest implements fire restrictions by Forest Ranger Districts, the County Open Outdoor Fire Ban would be in effect in the unincorporated areas within each applicable Ranger District.

SECTION 5

EFFECTIVE DATE; EMERGENCY DECLARATION:

5.1 The Board of Supervisors having determined, by unanimous vote, that expedited enactment of this Ordinance is necessary for the preservation of the public peace, health and safety of the County of Gila, Arizona, an emergency is hereby declared to exist and, therefore, this Ordinance shall be effective immediately upon its passage, approval and adoption.

PASSED AND ADOPTED this 18th day of May 2021.

ATTEST:

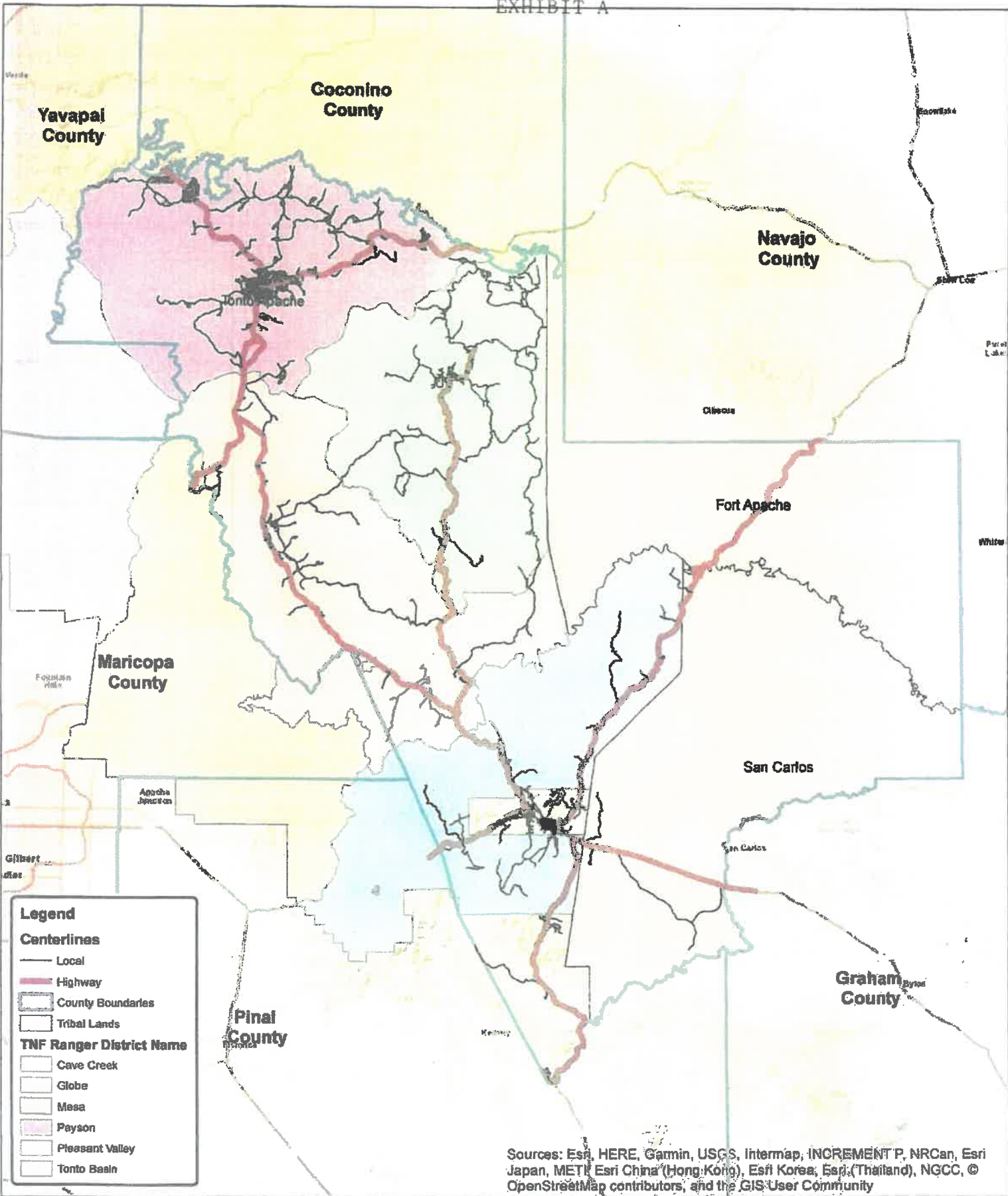
GILA COUNTY BOARD OF SUPERVISORS

Marian Sheppard, Clerk of the Board

Tim R Humphrey, Chairman

APPROVED AS TO FORM:

The Gila County Attorney's Office



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, © OpenStreetMap contributors, and the GIS User Community

Tonto National Forest Ranger Districts



LEGAL NOTICE

GILA COUNTY BOARD OF SUPERVISORS' PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Gila County Board of Supervisors will hold a public hearing on Tuesday, May 18, 2021 at 10:00 a.m. to adopt Ordinance No. 2021-01 – *Open Outdoor Fire* which includes repealing Ordinance No. 2020-02 - *Open Outdoor Fire* and any other ordinances adopted by the Board of Supervisors relating to an open outdoor fire.

The public hearing will take place at the Gila County Courthouse, Board of Supervisors' Hearing Room, 1400 E. Ash Street, Globe, Arizona. One or more of the Board members may participate in the meeting by telephone conference call or by interactive television (ITV). The meeting will be televised to the Gila County Complex, Board of Supervisors' Conference Room, 610 East Highway 260, Payson, Arizona, and it will be live-streamed at <https://www.youtube.com/channel/UCkCHWVqrI5AmJKbvYbO-k2A/live>.

Citizens may submit comments related to this agenda item by no later than 5 p.m. on Monday, May 17, 2021, by emailing the Clerk of the Board at msheppard@gilacountyaz.gov or calling 928-402-8757. Comments may also be input through YouTube during the public hearing portion of the meeting.

Citizens will also be allowed to attend this hearing in person in Globe or in Payson to provide their comments. A face mask must be worn while in the building which may be removed when addressing the Board. One person at a time will be allowed into the Board room.

Ordinance No. 2021-01 is available for review at the Clerk of the Board's office at 1400 E. Ash Street, Globe, Arizona between 8:00 a.m. to 5:00 p.m.

When recorded please send to
Melissa Henderson, BOS



CAPTION HEADING:

**Revised Ordinance No. 2020-02 with Additional Added Map
(Previously Recorded as Docket No. 2020-009645 on 08-18-2020)**

DO NOT REMOVE

This is part of the official document



**GILA COUNTY ORDINANCE NO. 2020-02
SUPERSEDING ORDINANCE NO. 11-02
OPEN OUTDOOR FIRE**

An Ordinance adopted by the Gila County Board of Supervisors relating to open outdoor fires.

OPEN OUTDOOR FIRE ORDINANCE

SECTION

1. Definitions
2. Prohibition
3. Penalties
4. Applicability
5. Effective Date; Emergency Declaration

SECTION 1

DEFINITIONS:

- 1.1 ***Open outdoor fire*** means a fire where the products of combustion are emitted directly into the ambient air without passing through a stack or a chimney. An Open outdoor fire includes burning in a burn barrel.
- 1.2 ***Campfire*** means a fire not within any building, mobile home, or living accommodation which is used for cooking, personal warmth, lighting, ceremony, or aesthetic purposes.
- 1.3 ***Barbecue*** means fixed or portable device where food is cooked on a metal frame over a fire fueled solely by liquid petroleum or LPG fuels or other fuel that can be turned on and off. Such devices can only be used in an area that is barren or cleared of all overhead and surrounding flammable materials within 3 feet of the device.



1.4 ***Bonfire*** means a fire built outdoors for burning rubbish, waste material, or refuse.

1.5 ***Fireworks*** means any combustible or explosive composition, substance or combination of substances, or any article prepared for the purpose of producing a visible or audible effect by combustion, explosion, deflagration or detonation, that is a consumer firework or display firework as defined by A.R.S. §36-1601 (3) a.

SECTION 2

PROHIBITION:

2.1 At any time when the United States Department of Agriculture, United States Forest Service (USFS), issues an order under Title 36, Section 261.52 of the Code of Federal Regulations placing Stage II (Elevated) or greater restrictions on fires within the Tonto National Forest either by designated Ranger District or the Tonto National Forest as a whole, it shall be unlawful for any person to build, maintain, attend, ignite, or use an open outdoor fire, bonfire, campfire or fireworks, in the same geographical location(s) except as provided in this Section. The USFS Tonto National Forest Ranger District Map is attached as Exhibit A.

2.2 ***EXCEPTIONS:***

The following fires are excepted from the provisions of this Section:

A. Fires used only for cooking of food conducted on a barbecue: a fixed or portable device where food is cooked on a metal frame over a fire fueled solely by liquid petroleum or LPG fuels or other fuel that can be turned on and off. Such devices can only be used in an area that is barren or cleared of all overhead and surrounding flammable materials within 3 feet of the device.

B. Any fire set or permitted by any public officer in the performance of official duty, if such fire is set or permission given for the purpose of weed abatement, the prevention of fire hazard or instruction in the methods of fighting fires.



C. Fires set or permitted by the Director of the Department of Agriculture or County Agricultural agents of the county for the purpose of disease and pest prevention.

D. Fires set by or permitted by the Federal Government or any of its departments, agencies or agents of the state or any of its agencies, departments or political subdivisions for the purpose of watershed rehabilitation or control through vegetative manipulation.

E. Any other fire allowed by permit issued pursuant to A.R.S. §49-501 *et seq.*

F. Nothing in this Ordinance shall be construed to prohibit the occurrence of a public display of fireworks in the unincorporated areas of the county as approved by the Board of Supervisors.

SECTION 3

PENALTIES:

3.1 Each violation pursuant to this Ordinance shall result in a civil penalty not to exceed \$500.00 for each violation.

SECTION 4

APPLICABILITY:

4.1 This Ordinance applies within all unincorporated areas of Gila County, exclusive of areas under the jurisdiction of the United States, the State of Arizona or a federally recognized Indian tribe. In the event that the United States Forest Service including the Tonto National Forest implements fire restrictions by Forest Ranger Districts, the County Open Outdoor Fire Ban would be in effect in the unincorporated areas within each applicable Ranger District.



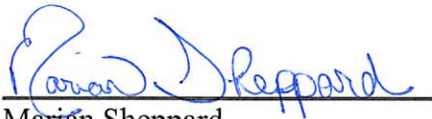
SECTION 5

EFFECTIVE DATE; EMERGENCY DECLARATION:

5.1 The Board of Supervisors having determined, by unanimous vote, that expedited enactment of this Ordinance is necessary for the preservation of the public peace, health and safety of the County of Gila, Arizona, an emergency is hereby declared to exist and, therefore, this Ordinance shall be effective immediately upon its passage, approval and adoption.

PASSED AND ADOPTED this 17th day of August 2020.

ATTEST:



Marian Sheppard
Clerk of the Board

GILA COUNTY BOARD OF SUPERVISORS



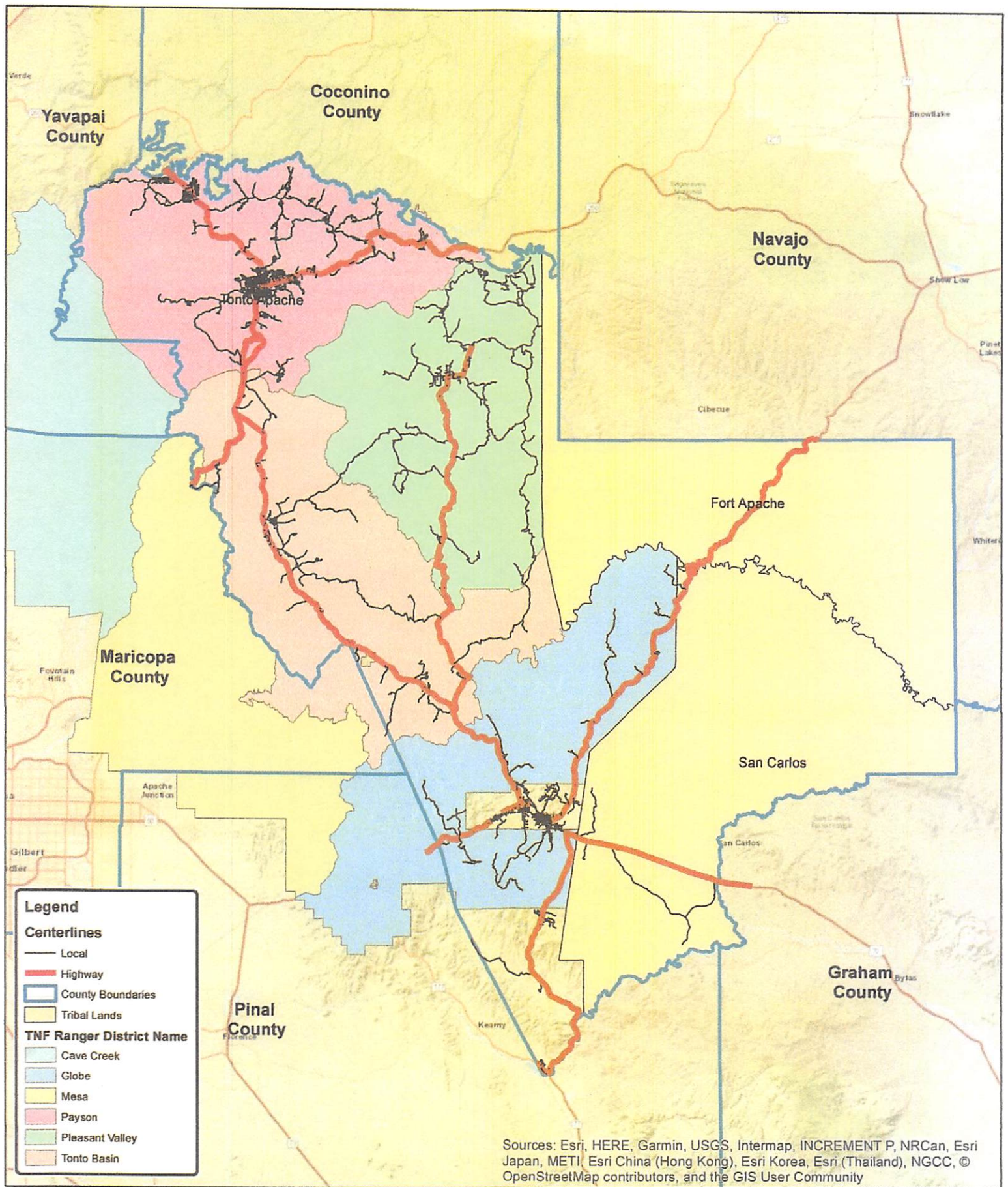
Woody Cline, Chairman



APPROVED AS TO FORM:



Gila County Attorney's Office



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, © OpenStreetMap contributors, and the GIS User Community

Tonto National Forest Ranger Districts



0 5 10 20 30 40 Miles

ARF-6609

Public Hearing 2. B.

Regular BOS Meeting

Meeting Date: 05/18/2021

Submitted For: Tom Homan, GIS Supervisor

Submitted By: Tom Homan, GIS Supervisor

Department: Public Works

Information

Request/Subject

Resolution No. 21-05-01 to name a section of road in Tonto Basin as South Amy Lane

Background Information

The division of Tract 'A' of North Bay Estates Replat - Plat 451 into multiple parcels and the subsequent home permit request for parcel 201-17-059K created the need for property access evaluation. Five parcels were identified as having access to this street. Several rounds of communication were required with the property owners in order to satisfy the road name 75% threshold requirement of Section 806.A of the Gila County Street Naming and Property Numbering Ordinance 11-03. The property owners were sent the public notice with a dissenting response date of April 30, 2021, with no dissensions being received.

Evaluation

This street branches off of Packard Drive in the Northbay Estates subdivision. It is located in section 5 of T5N R11E.

Section 804 of the Addressing Ordinance limits similar-sounding names within the same zip code. The name Amy is not used elsewhere in Gila County so the name selection is satisfied.

The site plan, area map, and public notice are attached.

Conclusion

Naming this road in the Tonto Basin area is supported by the 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. 21-05-01 naming a road in the Tonto Basin area as South Amy Lane.

Suggested Motion

Information/Discussion/Action to adopt Resolution No. 21-05-01 to name South Amy Lane in the Tonto Basin area. **(Tom Homan)**

Attachments

Resolution No. 21-05-01

Public Notice

Location Map

After Recording Please Return to:
Marian Sheppard - BOS



RESOLUTION NO. 21-05-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA NAMING A NEW ROAD IN THE TONTO BASIN, ARIZONA AREA AS SOUTH AMY 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 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 naming or renaming new or existing streets; and,

WHEREAS, the following street name and location substantially comply with the provisions of Article 8 of the Ordinance:

SOUTH AMY LANE – Section 5 T5N R11E

NOW, THEREFORE, BE IT RESOLVED that the Gila County Board of Supervisors does officially recognize the street name set forth above to become effective in conjunction with the numbering of properties along said street and directs the appropriate County departments to incorporate this street name uniformly on all maps of Gila County.

PASSED AND ADOPTED this 18th day of May 2021, at Globe, Gila County, Arizona.

Attest:

GILA COUNTY BOARD OF SUPERVISORS

Marian Sheppard, Clerk of the Board

Tim R. Humphrey, Chairman

Approved as to form:

The Gila County Attorney's Office

PUBLIC NOTICE

PUBLIC NOTICE IS HEREBY GIVEN that the Gila county Board of Supervisors will hold a public hearing for the naming of a road in the Tonto Basin area.

Plat Number 0451 created the initial access easement for several new parcels. Discussions with the property owners have resulted in the selection of the road name of South Amy Lane.

To file an objection to the proposed names, residents must file an alternative petition in writing to the Rural Addressing Department by Friday, April 30th, 2021 at 5:00pm, per Gila County Street Naming Ordinance No. 11-03. Petitions can be obtained through the Rural Addressing Department upon request or via the Gila County web site.

The public hearing to name the road is scheduled for Tuesday, May 18th 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 Name Highlighted



W FLUORSPAR RD

S BULL
PEN CIR

W BONANZA CIR

W SALLY MAY CIR

W PACKARD DR

S CIRCLE
D CIR

S ROXIES
CIR

S GEORGES
CIR

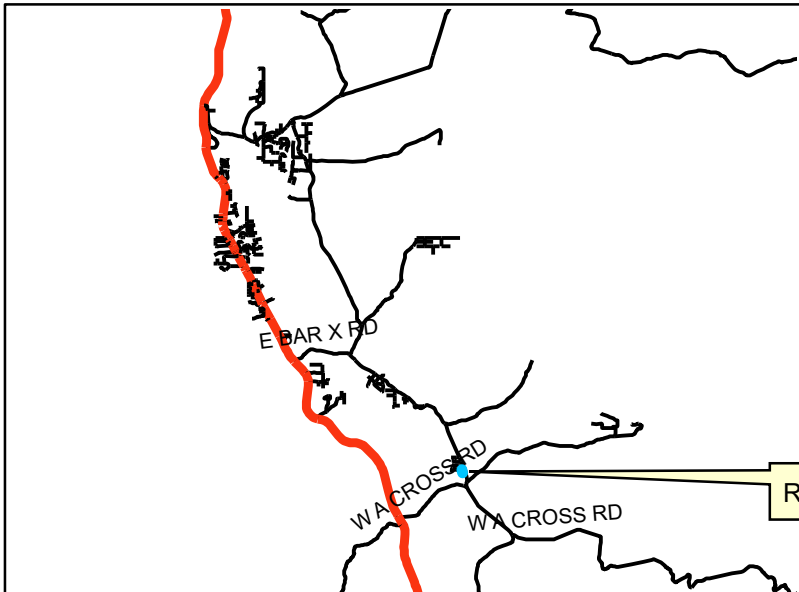
Proposed
Rd

N CLINE BLVD

Road to be Named

E GREENBACK CREEK RD

W A CROSS RD



ARF-6598

Public Hearing 2. C.

Regular BOS Meeting

Meeting Date: 05/18/2021

Submitted For: Malissa Buzan, Director

Submitted By: Malissa Buzan, Director

Department: Community Services

Division: Comm. Action Program/Housing Servs.

Fiscal Year: 2021

Budgeted?: Yes

Contract Dates 08-31-2021 to 08-31-2023

Grant?: Yes

Begin & End:

Matching No

Fund?: New

Requirement?:

Information

Request/Subject

Convene a public hearing to hear from citizens on the Community Development Block Grant-CV (CDBG-CV) for Emergency Shelter and Transitional Housing Application. Based on 2 other public hearings, Transitional Housing will be applied for if the Gila County Board of Supervisors approves the application. Gila County will apply for a project in the amount of \$650,000 with/and for a sub-recipient which is a local non-profit. To authorize the submittal of the application to the State of Arizona Department of Housing.

Background Information

The CDBG (Community Development Block Grant) Program was started with the Housing and Community development Act of 1974 where the Department of Housing and Urban Development was to distribute funds to communities for projects that would develop viable communities, provide decent housing, suitable living environments and expand economic opportunities. Arizona Department of Housing (ADOH) has received Community Development Block Grant CV dollars that can be used for Emergency and Transitional Housing. It is the intention of ADOH to request applications to disburse to those rural areas, much needed housing dollars specific to emergency and/or transitional housing.

Evaluation

This agenda item has several components and they are as follows:

1) Receive authorization to submit CDBG-CV grant application for Transitional and Emergency Housing,

This is Federal Funding that is funneled through ADOH to create Transitional Housing for Covid related issues for our community.

Funding if awarded will be in the amount of \$650,000 dollars for rehabilitation of buildings for efficiency apartments in Globe.

2) An Application requirement is to submit Application Certifications.

3) Also CDBG-CV Disclosure Reports.

Conclusion

If approval is granted and funding awarded, Gila County Community Services will be overseeing the fiscal and reporting requirements for a qualified non-profit. This will be transitional housing for those affected by this pandemic, helping to alleviate homelessness in our Community.

Recommendation

It is the recommendation of the Gila County Community Services Director that the Gila County Board of Supervisors approve this application.

Suggested Motion

Information/Discussion/Action to authorize the submittal of a CDBG-CV Emergency and Transitional Shelter Application to the Arizona Department of Housing in the amount of \$650,000 for a proposed transitional housing project in Gila County; and adopt related Certifications and the Disclosure Report. **(Jacque Sanders)**

Attachments

CDBG-CV Emergency and Transitional Shelter Application

CDBG Applicant Certification

CDBG Disclosure Report

Public Notice - 1 CDBG App

Public Notice - 2 CDBG App

CDBG-CV EMERGENCY AND TRANSITIONAL SHELTER APPLICATION



FUNDING PROCESS

The ADOH will review applications on a first-come first-served basis, based on the date and time received by the ADOH. Separate lists will be maintained for applications received for the non-entitlement set-aside and the statewide set-aside. The ADOH will first review applications to ensure they meet all threshold requirements. Applications that meet all threshold requirements will receive a conditional commitment of CDBG-CV funds subject to successful completion of the underwriting process, which may include submission of additional information or documentation within a specified time period.

When all available funding from either the non-entitlement set-aside or the statewide funding is conditionally committed, applications will be retained on a waiting list based on the date and time the application is received by the ADOH. Applications for the non-entitlement set-aside will be placed on both waiting lists.

If an applicant does not submit additional information or documentation within the specified time period, or does not otherwise successfully complete the underwriting process, the conditional commitment will be released, and the next application on the waiting list will be reviewed.

At each stage in the project selection process, the ADOH will provide additional guidance to applicants, including deadlines for submission of additional information or documentation and technical assistance, if needed. Rural Councils of Government may provide technical assistance to applicants for the non-entitlement set-aside.

THRESHOLD REQUIREMENTS

The ADOH will first review applications to ensure they meet the following threshold requirements:

1. The project prevents, prepares for, or responds to the coronavirus COVID-19.
2. The project will result in individual units, non-congregate shelter or the ability to physically distance inhabitants if a congregate setting.
3. Utilizes CDBG funding for costs that:
 - a. Are allowable, reasonable, and allocable under Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
 - b. Do not duplicate financial assistance received from (or that would be received by acting reasonably to obtain available assistance) from any other source (including insurance);
 - c. Do not exceed the total need for financial assistance;
 - d. Were not incurred prior to January 21, 2020 subject to the environmental review requirements of 24 CFR part 58 and citizen participation requirements;
 - e. For pre-award costs, documents compliance with CDBG procurement requirements or 2 CFR part 200 where the Federal granting agency imposes those requirements;
 - f. Evidence commitment of all funding necessary to meet a CDBG National Objective and provide benefit (anti-speculation);
 - g. Evidence incorporation of Davis Bacon wage rates and relocation costs and compliance, where applicable.
4. Documents compliance with the citizen participation requirements as described in the State’s Citizen Participation Plan, if the applicant is a non-entitlement unit of local government.
5. For activities that will take place in whole or in part on tribal lands, has the written consent of the tribal jurisdiction if the applicant is not a tribal government.
6. Documents in the timeline quarterly reporting to the ADOH as required by HUD for CARES Act funding.

7. Documents in the project timeline, budget and narrative description compliance with environmental review, federal labor standards, the Uniform Relocation and Real Property Acquisition Act, procurement and contracting, non-discrimination, financial records and audits, Section 3, and other CDBG program cross-cutting program requirements.
8. Documents in the project timeline that funds will be expended within 24 months, with not less than 80% of funds expended by September 30, 2022, and the remaining 20% of funds expended by September 30, 2023.
9. The project is properly zoned for the intended use.
10. Agrees to repay or secure repayment from any person or entity receiving CDBG-CV assistance (including direct beneficiaries) assistance that is determined to be duplicative or does not comply with CDBG program and/or cross-cutting regulations. See Applicant Certifications.

PRE-AWARD REQUIREMENTS

Prior to awarding CDBG-CV funding, the applicant must evidence the following:

1. The site and buildings are owned by the applicant or subrecipient, or the applicant has a binding commitment to transfer control or ownership or execute a lease agreement within 180 calendar days of application submission, subject only to receipt of CDBG-CV funding and environmental clearance.
2. The title commitment (or report if applicant is already the property owner) issued by a title insurer licensed in Arizona does not include any conditions or requirements that are materially and substantially adverse to the feasibility of the project.
3. The CDBG-eligible activity is:
 - a. Exempt from the environmental review requirements, or meets the criteria for the exemption for improvements necessary to respond to an imminent threat to public safety as further described in CPD Notice 20-07 Guidance on conducting environmental reviews pursuant to 24 CFR Part 58 for activities undertaken in response to the public health emergency as a result of COVID-19;

b. Categorically excluded from the environmental review requirements and has documented compliance with §58.5 and §58.6 and the Section 106 Historic Preservation determination and the public notice and Request for Release of Funds, as applicable, will be prepared within 180 days of application submission;

c. Is subject to an environmental assessment and all environmental review forms are complete and the Finding of No Significant Impact/Request for Release of Funds will be ready for publication by the applicant within 180 days of application submission *if the applicant is a non-entitlement unit of local government*; or

d. Is subject to an environmental assessment and all environmental review forms are complete and the Finding of No Significant Impact/Request for Release of Funds will be ready for publication by the ADOH within 180 days of application submission *if the applicant is an entitlement unit of local government, a nonprofit organization, or a tribal government* .

4. Project feasibility and viability, including:

a. Commitment of all funding necessary to complete the development phase of the project (no remaining tentative funding);

b. Commitment and/or reasonable expectation of securing funding necessary to meet the ongoing operating costs of the proposed facility;

c. Any capitalization of an operating reserve in the development budget does not exceed six months of operating costs. Operating reserves must be used only to cover shortfalls in operating revenues necessary to meet operating costs prior to September 30, 2023.

d. Any capitalization of a replacement reserve does not exceed \$350/unit. A unit is defined as a room that has a separate exterior entrance/exit and both kitchen and bathroom facilities, and is occupied by one person or members of the same household. Replacement reserves must be used only to cover the unforeseen cost of replacing major systems in the facility, such as roofing or mechanical systems.

e. In transitional shelter facilities that charge participant rents, including any tenant-paid utilities:

i. If residents with ongoing income are required to pay rent, the rents, including any tenant-paid utilities, do not exceed the local HUD FMR for the unit size; and

- ii. Vacancy rates are seven percent (7%) or less, or the rationale for a higher vacancy rate is reasonable given the project size and location.
 - f. The ADOH may make adjustments to rent or vacancy allowances in transitional shelter facilities that charge participant rent to bring rents into alignment with local HUD Fair Market Rents. Any adjustments must result in sufficient operating revenue to cover operating costs during the mandatory five (5) year operating period.
5. Organization capacity, including:
- a. No party to the project is included on the Federal Excluded Parties List;
 - b. All project team members are identified and evidence sufficient experience to complete and/or operate the project, as applicable;
 - c. The organization's officers, members or staff, minimum staff competencies, or collaborators/subcontractor, including any project(s) developed or operated by the applicant or subrecipient, demonstrate experience or capacity necessary to operate the shelter and/or provide supportive services to people experiencing or at risk of homelessness; and
 - d. The proposed staffing levels and coverage hours are reasonable given the size and type of facility.

ADDITIONAL UNDERWRITING

Projects will undergo additional underwriting when any material change occurs. A material change includes:

1. Any additional funding source is committed to the project, regardless of whether the funding source was identified in the application as tentative;
2. Change from emergency shelter to transitional shelter or vice versa;
3. Change in the number of beds or units;
4. Addition or deletion of any funding source necessary for the completion of the development;
5. Change in any development funding source amount;
6. Substitution of one or more members of the administrative or development team;

7. Changes in the development budget; and

8. Change in the year 1 operating budget of 10% or more, or for projects that charge participant rent a change in the operating budget of more than \$100/unit per month or \$1,200/unit per year.

Projects may also undergo a final underwriting prior to final payment and/or contract close out

Certification. I have read and understand the funding process, application threshold requirements, pre-award requirements, and additional underwriting requirements.

Signature of Certifying Official

Name

Title

Date

| |
|-----------------------|
| |
| Tim R. Humphrey |
| Chairman of the Board |
| 5/18/2021 |

CDBG-CV EMERGENCY AND TRANSITIONAL SHELTER APPLICATION



CHECKLIST

Complete all green shaded cells.

Applicant Name Gila County Community Services

Upload the following documents to the application portal. Do not mail the originals to ADOH.

Attached as page #

Threshold Requirement.
Do not submit the application without the completed document(s).

CDBG Application Tabs 1 through 10, and 11 or 12 as applicable, with all green-shaded cells completed.

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

Threshold Requirement

Nonprofit certificate of good standing from the Arizona Corporation Commission, if the applicant or subrecipient is a nonprofit organization.

| |
|-----|
| yes |
|-----|

Threshold Requirement

Nonprofit IRS proof of 501c3 or 501c4 status, if the applicant or subrecipient is a nonprofit organization.

| |
|-----|
| yes |
|-----|

Threshold Requirement

Letters of commitment or term sheets for each funding or financing source.

| |
|-----|
| yes |
|-----|

Threshold Requirement

Document evidencing site control (deed, contract/option, lease, lease option).

| |
|-----|
| yes |
|-----|

Independent Appraiser Report, if project includes acquisition.

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

Title commitment (or title report if applicant or subrecipient is already the property owner).

| |
|-----|
| yes |
|-----|

CDBG-CV EMERGENCY AND TRANSITIONAL HOUSING APPLICATION

| | | |
|---|------|-----------------------|
| Project relocation plan, if any buildings are occupied by residents or businesses. | none | Threshold Requirement |
| Zoning verification. | yes | |
| FEMA Floodplain map, if applicable. | | |
| Completed Environmental Review forms and FONSI/RROF if the project is subject to environmental assessment. | | |
| Phase I Environmental Assessment, if applicable. | | |
| One-for-one replacement plan, if any low-income units will be demolished. | | |
| Affirmative Marketing Plan, if participants will pay rent through a rental or lease agreement. | | |
| Applicant's most recent financial statements if the applicant is a nonprofit organization. | | |
| Subrecipient's most recent financial statements if the applicant is a unit of local government or tribal government applying on behalf of a nonprofit organization. | | |
| Project-specific organization chart. | | |
| Capital Needs Assessment, if completed. | | |
| 3rd-party work write-up and cost estimate, if applicable. | | |
| Termite Inspection Report. | | |
| Property Design Standards, Drawings and/or Plans. | | |
| Written consent of the tribal government(s), if the project will take place on tribal lands and the applicant is not a tribal government. | NA | Threshold Requirement |
| Commitment letter from the entity funding the operating reserve/escrow account, if applicable. | NA | Threshold Requirement |
| Firm or tentative commitment letters for operating funds, if applicable. | Yes | Threshold Requirement |
| Local PHA Utility Allowance Schedule, if applicable. | NA | |

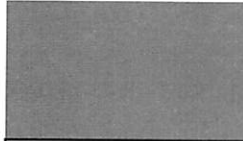
CDBG-CV EMERGENCY AND TRANSITIONAL HOUSING APPLICATION

Commitment letter from source of rental assistance, if applicable.

NA

Threshold Requirement

Upload the following documents to the application portal. Retain the originals in your application file until instructed to submit to ADOH.



CDBG-CV Application Certifications

yes

Threshold Requirement

CDBG-CV Disclosure Report

yes

Threshold Requirement

Financial Management Certification, if project includes nonprofit organization(s)

yes

Threshold Requirement

Nonprofit Civil Rights Certification, if project includes nonprofit organization(s)

yes

Threshold Requirement

Certificate of Postings Distribution, if the applicant is a non-entitlement unit of local government.

yes

Threshold Requirement

Please do not attach any additional documents.

**CDBG-CV EMERGENCY AND TRANSITIONAL
SHELTER APPLICATION**



COVER PAGE

Complete all green shaded cells. Use the dropdown menu to select from available options, where provided.

APPLICANT INFORMATION

| | |
|----------------------------------|---|
| CDBG-CV Funds Requested | \$650,000.00 |
| Applicant | Gila County Community Services |
| DUNS Number | 07-446-2102 |
| Congressional District(s) | 1 |
| Legislative District(s) | 8 |
| Applicant Type | State CDBG-eligible Unit of Local Government |
| Applicant Address | 5515 South Apache Ave. Suite 200 |
| City, State, 9-digit zip code | Globe, Az. 85501 |
| Contact Person & Title | Malissa Buzan Gila County Community Services Director |
| Phone Number/E-mail | 928-402-8693 mbuzan@gilacountyaz.gov |
| Alternate Contact Person & Title | Lisa Wilckens Gila County Community Services Fiscal |
| Phone Number/E-mail | 928-402-8652 lwilckens@gilacountyaz.gov |
| Subrecipient Name | Gila House Inc. |
| Subrecipient Address | PO Box 2174 |
| City, State, 9-digit zip code | Globe, AZ 85501-2174 |
| Contact Person & Title | Mickie Nye Board President |
| Phone Number/E-mail | 928-701-1111/ dqglobe@hotmail.com |

Nonprofit IRS proof of 501c3 or 501c4 status

| | |
|--|---------------------------------------|
| Alternate Contact Person & Title | Debbie Cox Board Secretary |
| Phone Number/E-mail | 928-425-5108/ debbie@cactuscounty.net |
| Is the applicant or subrecipient a current HMIS Participant? | Yes |
| In which Continuum of Care does the applicant and/or subrecipient participate? | Arizona Balance of State |

PROJECT INFORMATION

| | |
|--|--|
| Project Name | Gila House Transitional Housing Project |
| Project Address | 792 West Ash St. |
| City, State, 9-digit zip code | Globe Arizona 85501 |
| Proposed Number of Beds (minimum 4 beds) | 6 efficiency apartments/includes 1 Ada compliant apartment |
| Project Use | Transitional Shelter |
| Project Activity | Rehabilitation only |
| Occupancy Type | Individual Units |

Certification. To the best of my knowledge and belief, data in this application is true and correct, the document has been duly authorized by the applicant's governing body, and the applicant will comply with the attached Certifications if the assistance is approved.

| | |
|----------------------------------|--|
| Signature of Certifying Official | |
| Name | Tim R. Humphrey |
| Title | Chairman of the Gila County Board of Supervisors |
| Date | 5/18/2021 |

ATTACHMENTS:

Nonprofit certificate of good standing from the Arizona Corporation Commission

**CDBG-CV EMERGENCY AND
TRANSITIONAL SHELTER APPLICATION**



BUDGET SUMMARY

Complete all green shaded cells. Use the dropdown menu to select from available options, where provided.

Applicant

Gila County Community Services

| | CDBG-CV Funds | Non-CDBG-CV Funds | TOTAL |
|-------------------------------|----------------------|---------------------|----------------------|
| Administration/Developer Fees | \$ 117,000.00 | | \$ 117,000.00 |
| Acquisition | | | \$ - |
| Rehabilitation | \$ 533,000.00 | \$ 50,000.00 | \$ 583,000.00 |
| Conversion | | | \$ - |
| TOTAL | \$ 650,000.00 | \$ 50,000.00 | \$ 700,000.00 |

DUPLICATION OF BENEFITS

The CARES Act requires the State, as a HUD grantee, to ensure that there are adequate procedures in place to prevent any duplication of benefits as required by section 312 of the Stafford Act, as amended by section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115-254; 42 U.S.C. 5121 et seq.).

Duplication of benefits occurs when Federal financial assistance is provided to a person or entity through a program to address losses resulting from a Federally-declared emergency or disaster, and the person or entity has received (or would receive, by acting reasonably to obtain available assistance) financial assistance for the same costs from any other source (including insurance), and the total amount received exceeds the total need for those costs.

| | |
|---------------------------------|-----------------|
| Project Start Date | October 1, 2021 |
| Project Completion Date | October 1, 2023 |
| Project Time Period (in months) | 24 |

| | | |
|--|----|--------------|
| Total Funds Needed for Project (CDBG-CV + Other Funds) | \$ | 1,350,000.00 |
| CDBG-CV Total | \$ | 650,000.00 |
| Other Funds Total | \$ | 700,000.00 |

*Committed Funds.
Indicate the amount of funds available to the project from each source that is firmly committed to the project.*

*Tentative Funds.
Indicate the amount of funds applied for but not yet awarded from each source.*

Indicate the date the funds were applied for, if not yet received.

| | | | |
|---------------------------------|----|--------------|--------------|
| US Treasury | | | |
| FEMA | | | |
| HUD – ESG-CV (State or Local) | | | |
| HUD – CDBG-CV (Local or Tribal) | \$ | 650,000.0000 | May 21, 2021 |
| HUD – ESG (State or Local) | | | |
| HUD - CDBG (Local or Tribal) | | | |
| USDA | | | |
| Individual Contributions | \$ | 50,000.0000 | |
| Debt Financing | | | |

| | |
|------------------|--|
| Other (specify): | |
| Other (specify): | |
| Other (specify): | |
| Other (specify): | |

\$ 700,000.00

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

\$ -

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| |
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| |

Maximum CDBG-CV Funding \$ (650,000.00)

ATTACHMENTS:

Letters of commitment or term sheets for each financing or funding source that include: funding amount, interest rate, term cash flow payment criteria, and applicable restrictions, fees, or forgiveness provisions.

ADDITIONAL NARRATIVE INFORMATION

**PROJECT TIMELINE/SCHEDULE OF COMPLETION
FORM 4**

Time frames requested/indicated on Form 4 will be used to determine the length of the contract with ADOH that is appropriate to the activity type. Implementation components (project milestones) already completed and recipient capacity for implementing must be considered when developing the timeline.

A CDBG Project Timeline/Schedule of Completion is used to define the readily identifiable major events which must be accomplished to initiate and implement the CDBG-funded activity, and includes all tasks of the proposed activity, both CDBG funded and non-CDBG funded. The CDBG Project Timeline/Schedule of Completion will convey to the CDBG Program how the activity will proceed, and must show any dependent relationships with other activities.

All CDBG funds must be drawn down within the contract period. Each activity must be completed (i.e. a National Objective benefit achieved) within the contract time period. However, in some cases non-CDBG funded components of an activity may take longer to complete (i.e. the construction of new housing by a private developer or the creation of jobs by a business).

CONTRACT SCHEDULE/CONTRACT DATE/COMPLETE ?: Beginning at Line 9 - insert the major events or components in Column A under the heading

"Contract Schedule". Then insert the anticipated completion date for each of the major events or components in Column F under the heading "Contract Date". If an event or component of the CDBG Activity has already been completed (i.e. engineering, construction drawings, ERR), indicate the word YES in Column G under the heading "Complete?". If the event has not been completed, simply leave this column blank.

EXAMPLE CONTRACT SCHEDULE EVENTS OR COMPONENTS: Pre-award approval; procurement of engineer; ERR; engineering; easement acquisition; procurement of construction contractor; construction, etc. For further information please see the SAMPLES attached.

ADDITIONAL NARRATIVE INFORMATION: If additional space for entering major events or components of the project is needed, attach a separate page, identify it by number and reference it in the narrative. Other relevant narrative information, if applicable, can also be included in this space. For example, if there is a relatively long time between milestones for some reason, this is where you should provide an explanation.

The Form 4 CDBG Project Timeline/Schedule of Completion will be translated onto the recipient's Performance Report/Schedule of Completion (Attachment B) to the Funding Agreement when awarded. Recipient will then use the Attachment B for bi-monthly reporting or for indicating any changes to the awarded activity's Project Timeline/Schedule of Completion.

FORM 4
CDBG PROJECT TIMELINE/SCHEDULE OF COMPLETION

SAMPLE
NON-HOUSING



| RECIPIENT INFORMATION | | | |
|--------------------------|-----------------------------------|---------------------|------------|
| Applicant | Town of Oz | Date | 01/15/18 |
| Project Schedule | From: 03/01/18 | To: 12/30/19 | |
| Activity | Your street sidewalk improvements | | |
| CONTRACT SCHEDULE | | CONTRACT DATE | COMPLETE ? |
| Environmental Review | | 03/01/18 | YES |
| Engineering | | 05/30/18 | |
| Finalize Plans and Specs | | 07/15/18 | |
| Bid Document Preparation | | 07/30/18 | |
| Obtain Required Permits | | 08/01/18 | |
| Bidding Process Complete | | 12/30/18 | |
| Construction Begins | | 01/30/19 | |
| Construction Complete | | 08/30/19 | |

| | | | |
|---|----------|--|--|
| Inspections | 09/30/19 | | |
| Complete Contract Close-Out | 12/30/19 | | |
| | | | |
| | | | |
| ADDITIONAL NARRATIVE INFORMATION | | | |

**CDBG-CV EMERGENCY AND
TRANSITIONAL SHELTER APPLICATION**



Applicant

Gila County Community Services

PROJECT AND SITE INFORMATION

Complete all green shaded cells. Use the dropdown menu to select from available options, where provided.

SITE AND BUILDING(S) CONTROL

| | |
|---|-----------|
| Deed Recording Date | 9/15/2020 |
| Lease (minimum of 5 yrs after project completion) Expiration Date | |
| Purchase Contract Expiration Date | |
| Purchase Option Expiration Date | |
| Agreement to Lease/Lease Option Expiration Date | |

Explain any closing or lease conditions, if applicable.

SELLER/LESSOR

| | |
|-------------------------------|--|
| Seller/Lessor Name | |
| Company | |
| Address | |
| City, State, 9-digit zip code | |
| Contact Person & Title | |
| Phone Number | |
| E-mail Address | |

Describe the relationship of the seller/lessor and applicant or subrecipient, including whether the parties are related or unrelated, and if related the nature of the relationship. If acquiring by purchase contract or option, attach the independent appraiser's report

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

Does the title commitment (or report if applicant is already the property owner) issued by a title insurer licensed in Arizona include any conditions or requirements that are materially and substantially adverse to the feasibility of the project?

| |
|-----|
| Yes |
|-----|

LAND AND BUILDINGS

Total Land Area (square feet)

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

Number of buildings

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

Describe the buildings, including the square footage and current use of each.

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

Are any of the buildings currently occupied by residents or businesses? Select from dropdown menu. If buildings are currently occupied by residents or businesses, attach the project relocation plan.

| |
|----|
| No |
|----|

PROPERTY AMENITIES

Indicate if the project has the following amenities and list any additional amenities on the "other" lines.

Community Room

| |
|-----|
| Yes |
|-----|

Common Laundry Area

| |
|-----|
| Yes |
|-----|

Playground

| |
|----|
| No |
|----|

BBQ / Picnic Area

| |
|----|
| No |
|----|

Child care facility

| |
|----|
| No |
|----|

Security

| |
|-----|
| Yes |
| |
| |
| |

Other:

Other:

Other:

ZONING, VARIANCES AND USE PERMITS

Verification of current zoning for intended use is attached.

| |
|---------------------------------|
| Yes |
| Yes |
| Yes we have started the process |

Will a variance or use permit be required for the project?

If yes, indicate whether the applicant/subrecipient has begun the process and the expected finalization date for obtaining the variance or use permit.

ATTACHMENTS:

- Document evidencing site control (deed, contract/option, lease, lease option)
- Independent Appraiser Report, if project includes acquisition
- Title commitment (or title report if applicant is already the property owner).
- Project relocation plan, if any buildings are currently occupied by residents or businesses
- Zoning verification

CDBG-CV EMERGENCY AND TRANSITIONAL SHELTER APPLICATION



Applicant

Gila County
Community Services

CROSS-CUTTING REGULATIONS

Complete all green shaded cells. Use the dropdown menu to select from available options, where provided.

ENVIRONMENTAL REVIEW

Review Level

Date Review Completed.

Anticipated Date Review Completed.

24 CFR Part 58: Categorically Excluded

| | |
|--|-------------------|
| | September 1, 2021 |
| | |
| | |

24 CFR Part 58: Environmental Assessment

ASTM E 1527-13 Phase I Assessment (with asbestos and lead paint reports)

Enter the year the property was built

1907

Answer yes or no by using the dropdown menu.

Will any part of the project be undertaken in or adjacent to a floodplain? If yes, attach FEMA Floodplain Map.

Yes

Will any part of the project involve building(s) 50 years old or older?

Yes

Will any part of the project be undertaken in geological hazard areas, or affect historical, archeaological, or cultural resources?

No

Will any part of the project be undertaken near an airport or military field?

No

Will any part of the project be located within 1,000 feet of a major road?

No

Will any part of the project be located within 3,000 feet of a railroad?

No

Will any part of the project be near a noise hazard?

No

Will any part of the project be located within one mile of above-ground storage tanks, transmission pipelines, or loading facilities for explosive or fire-prone substances?

No

Is the site in a historic district?

No

Is the building a designated historic building?

No

Has there been an evaluation of asbestos hazards?

No

Has there been an evaluation of lead-based paint hazards?

No

RELOCATION & REAL PROPERTY ACQUISITION

Were/are the site and buildings voluntarily for sale?

No

Has the seller been notified of their rights under the URA?

Not Applicable

Are any buildings on the site currently occupied by tenants, businesses or farms? If yes, attach the project relocation plan.

No

If occupied, have current tenants or businesses been notified of their rights under the URA?

Not Applicable

Does the project development budget incorporate relocation costs, if applicable?

Not Applicable

FEDERAL LABOR STANDARDS

Does the project development budget incorporate Davis-Bacon wage rates and labor standards monitoring?

Yes

DEMOLITION OR CHANGE IN USE

Will the project result in the demolition of or change in use of any existing lower-income dwelling units?

No

If yes, indicate the number of units that will be demolished or will experience a change in use and attach the applicant's plan for one-for-one replacement of units.

PROCUREMENT & CONTRACTING

Do the applicant and subrecipient have written procurement policies that comply with 2 CFR 200?

Yes

Were previously-procured contractors procured following the applicant or subrecipient written procurement policies that comply with 2 CFR 200?

Not Applicable

Did all completed construction procurement incorporate Federal Labor Standards and Section 3 requirements?

Not Applicable

CIVIL RIGHTS/NON-DISCRIMINATION

Are the site and building(s) accessible to persons with disabilities?

Does the capital needs assessment or work write-up incorporate disability accessibility improvements?

Does the project development budget incorporate disability accessibility improvements?

FINANCIAL RECORDS & AUDITS

Does the applicant's financial system comply with 2 CFR 200?

Yes

Does the subrecipient nonprofit organization's financial system comply with 2 CFR 200?

No

If the applicant is not a nonprofit organization, enter the date of the applicant's most recent audit and attach a copy of the most recent applicant financial statements.

If the applicant is a unit of local government or tribal government applying on behalf of a subrecipient nonprofit organization, enter the date of the most recent subrecipient audit and attach a copy of the most recent subrecipient financial statements.

SECTION 3

Describe how the project will provide employment opportunities for low-and-moderate income households in the project service area.

CITIZEN PARTICIPATION (NON-ENTITLEMENT UNITS OF LOCAL GOVERNMENT)

Did the unit of government follow the State Citizen Participation Plan?

ATTACHMENTS:

FEMA Floodplain map, if applicable

Completed Environmental Review forms and FONSI/RROF, if the project is subject to environmental assessment

Phase I Environmental Assessment, if applicable

One-for-one replacement plan, if any low-income units will be demolished

Affirmative Marketing Plan, if transitional shelter includes participant rent

Applicant's most recent financial statements if the applicant is a nonprofit organization

Subrecipient's most recent financial statements if the applicant is a unit of local government or tribal government applying on behalf of a subrecipient organization

PROJECT TEAM AND ORGANIZATION CAPACITY

Complete all green shaded cells. Use the dropdown menu to select from available options, where provided.

Applicant

Gila County Community Services

| | Name <i>(if unknown, state "unknown" and leave remainder of line blank)</i> | Title |
|---|---|--------------------|
| Environmental Review Record | Malissa Buzan | Director |
| Relocation & Acquisition Administration & Reporting | NA | |
| Labor Standards Administration & Reporting | Malissa Buzan | Director |
| Project (Applicant) Administration & Reporting | Lisa Wilckens | Fiscal Manager |
| Developer | NA | |
| Co-Developer | NA | |
| Builder | NA | |
| Architect | Bruce Binkley | Architect |
| Engineer | unknown | |
| Contractor | unknown | |
| Consultant | Gabe Eylicio | Project consultant |

| | | |
|---|--|--|
| Attorney | | |
| Accountant | | |
| Lead Case Manager | | |
| Service Provider (if different than applicant/subrecipient) | | |
| Other: | | |
| Other: | | |
| Other: | | |
| Other: | | |

Describe the experience of the organization's officers, members or staff in developing or operating emergency or transitional shelter and/or providing supportive services to people experiencing or at risk of homelessness.

Staff has operated and partnered with local organizations for 20

Describe any projects developed or operated by the organization of comparable size and financial complexity.

This will be a first endeavor for a project of this size.

Describe proposed staffing levels (number of staff, coverage hours) and minimum staff competencies.

2 staff and project manager under contract

Describe any collaborations, sub-contractors or other entities that may be involved in providing program services. Also include any administrative partners and services such as food preparation, janitorial, etc.

There will be collaborations with basic needs agencies and our

ATTACHMENTS:

Project-specific organization chart

| Organization/Company | Phone Number | Email Address | Experience <i>(Briefly describe the individual's experience in terms of years or number of contracts for similar work)</i> |
|----------------------|--------------|----------------------------|--|
| Gila County | 928-402-8693 | mbuzan@gilacountyaz.gov | 30 years in Housing Rehab |
| | | | |
| Gila County | 928-402-8693 | mbuzan@gilacountyaz.gov | 30 years in Housing Rehab |
| Gila County | 928-402-8652 | lwilchens@gilacountyaz.gov | |
| | | | |
| | | | |
| Binkley Architect | 970-247-9131 | bwbinkley@hotmail.com | 25 years in as an Architect |
| | | | |
| | | | |
| | 928-200-1258 | | |

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) or more years, the last four have been in operating an emergency shelter.

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local workforce agency.

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**CDBG-CV EMERGENCY AND TRANSITIONAL SHELTER
APPLICATION**



Applicant Gila County Community Services

DEVELOPMENT BUDGET

*Complete all green shaded cells. Use the dropdown menu to select from available options, where provided.
PRE-DEVELOPMENT/CONSTRUCTION PERIOD FUNDING AND FINANCING*

| A | B | C | D |
|--|--|---|---|
| Sources of pre-development and construction period funding or financing. | Committed Funding. For all funding firmly committed to the project, indicate the amount of the commitment. | Tentative Funding. For all funding not firmly committed to the project, indicate the amount of funds applied for. | Indicate if the funding is a loan or grant. |
| CDBG-CV FUNDS | | | |
| Source: | \$ | \$ 533,000.00 | |
| Source: | | | |
| Source: | | | |
| Source: | | | |
| Source: | | | |
| Subtotal | \$ - | \$ - | |
| Total Amount of Development Funding/Financing | \$ - | | |

PERMANENT FINANCING AND FUNDING

| A | B | C | D |
|--|---|---|---|
| Sources of permanent financing. | Committed Funding. For all funding firmly committed to the project, indicate the amount of the commitment. | Tentative Funding. 'For all funding not firmly committed to the project, indicate the amount of funds applied for. | Indicate if the funding is a loan or grant. |
| CDBG-CV FUNDS | | \$ 533,000.00 | |
| Source: | \$ | | |
| Source: | | | |
| Source: | | | |
| Source: | | | |
| Source: | | | |
| Subtotal | \$ - | \$ - | |
| Total Amount of Permanent Funding/Financing | \$ - | | |

DEVELOPMENT BUDGET USES

| Development Budget | Total Cost | CDBG -CV Requested | Other Source(s) of Financing/Funding |
|-----------------------|------------|--------------------|--------------------------------------|
| I. ACQUISITION | | | |

| | | | |
|--|------|---------------|-----------------|
| Land | \$ - | \$ - | \$ - |
| Buildings | \$ - | \$ - | \$ - |
| Closing Costs | \$ - | \$ - | \$ - |
| Legal Fees | \$ - | \$ - | \$ - |
| Relocation Costs | \$ - | \$ - | \$ - |
| Subtotal | \$ - | \$ - | \$ - |
| II. SITE & DEMOLITION | | | |
| On-site Improvements | \$ - | \$ - | \$ - |
| Off-site Improvements | \$ - | \$ - | \$ - |
| Demolition | \$ - | \$ - | \$ - |
| Subtotal | \$ - | \$ - | \$ - |
| IV. REHABILITATION (complete lines * through * below) | | | |
| Rehabilitation | \$ - | \$650,000.00 | \$ (650,000.00) |
| Builder Fee | | | |
| Builder Overhead | \$ - | \$ - | \$ - |
| Builder Profit | \$ - | \$ - | \$ - |
| General Requirements | \$ - | \$ - | \$ - |
| Permits & Fees | \$ - | \$ - | \$ - |
| Construction Contingency | \$ - | \$ - | \$ - |
| Sales Tax | \$ - | \$ - | \$ - |
| Other (specify): | \$ - | \$ - | \$ - |
| Subtotal | \$ - | \$ 650,000.00 | \$ (650,000.00) |

| V. ARCHITECTURAL FEES | | | |
|-----------------------------------|--------------|------|--------------|
| Design | \$10,000.00 | \$ - | \$ 10,000.00 |
| Supervision | \$ - | \$ - | \$ - |
| Subtotal | \$ 10,000.00 | \$ - | \$ 10,000.00 |
| VI. SURVEY & ENGINEERING | | | |
| Survey & Engineering | \$ - | \$ - | \$ - |
| Fees | \$ - | \$ - | \$ - |
| Soils Report | \$ - | \$ - | \$ - |
| HUD Environmental Review | \$ - | \$ - | \$ - |
| Phase I Environmental | \$ - | \$ - | \$ - |
| Subtotal | \$ - | \$ - | \$ - |
| VII. CONSTRUCTION INTEREST & FEES | | | |
| Construction Interest | \$ - | \$ - | \$ - |
| Origination Fee | \$ - | \$ - | \$ - |
| Bond Premium | \$ - | \$ - | \$ - |
| Title & Recording | \$ - | \$ - | \$ - |
| Insurance | \$ - | \$ - | \$ - |
| Subtotal | \$ - | \$ - | \$ - |
| VIII. PERMANENT FINANCING | | | |
| Loan Origination Fees | \$ - | \$ - | \$ - |
| Other (specify): | \$ - | \$ - | \$ - |
| Subtotal | \$ - | \$ - | \$ - |

| IX. LEGAL FEES | | | |
|-----------------------------------|--------------|---------------|-----------------|
| Legal Fees | \$ - | \$ - | \$ - |
| Other (specify): | \$ - | \$ - | \$ - |
| Subtotal | \$ - | \$ - | \$ - |
| X. DEVELOPER COST | | | |
| Developer Fee | \$ - | \$ - | \$ - |
| Consultant Fee | \$ - | \$ - | \$ - |
| Construction Management Oversight | \$ - | \$ - | \$ - |
| Other (specify): | \$ - | \$ - | \$ - |
| Subtotal | \$ - | \$ - | \$ - |
| XI. OTHER | | | |
| Appraisal | \$ - | \$ - | \$ - |
| Soft Cost Contingency | \$ - | \$ - | \$ - |
| Marketing | \$ - | \$ - | \$ - |
| Furniture, Fixtures and Equipment | \$40,000.00 | \$ - | \$ 40,000.00 |
| Capitalized Operating Reserves | \$ - | \$ - | \$ - |
| Capitalized Replacement Reserves | \$ - | \$ - | \$ - |
| Other (specify): | \$ - | \$ - | \$ - |
| Other (specify): | \$ - | \$ - | \$ - |
| Other (specify): | \$ - | \$ - | \$ - |
| Subtotal | \$ 40,000.00 | \$ - | \$ 40,000.00 |
| TOTAL | \$ 50,000.00 | \$ 650,000.00 | \$ (600,000.00) |

Maximum CDBG-CV Administrative Funding, including Developer Fee \$ 5,000.00

REHABILITATION COST ESTIMATE

Has there been a Capital Needs Assessment prepared by an architect or engineer that identifies significant deferred maintenance, existing deficiencies, and material building code violations that affect the property's use and structural or mechanical integrity? If yes, attach a copy of the Capital Needs Assessment.

If a Capital Needs Assessment has not been prepared, what is the source of the rehabilitation cost estimate?

If a Capital Needs Assessment has not been prepared, complete the following table OR attach a copy of the 3rd-party work write up and cost estimate.

| | Estimated Cost |
|---------------------|----------------|
| Concrete | |
| Masonry | |
| Metals | |
| Rough Carpentry | |
| Finish Carpentry | |
| Moisture Protection | |
| Insulation | |

| | |
|--|--|
| Roofing | |
| Doors & Trim | |
| Windows | |
| Glass | |
| Stucco (i.e. Lath & Plaster) | |
| Drywall | |
| Tile Work (non-flooring) | |
| Acoustical Ceilings | |
| Flooring (Resilient, Wood, Carpet, Tile) | |
| Paints & Coatings | |
| Specialties | |
| Special Equipment | |
| Cabinets and Countertops | |
| Appliances | |
| Window Treatments (i.e. Blinds and Shades) | |
| Special Construction / Fire Suppression | |
| Elevators | |
| Plumbing and Hot Water | |
| Heating, Ventilation and Air Conditioning | |
| Electrical | |
| Demolition & Abatement | |

| | |
|---|------|
| Earthwork | |
| Site Utilities | |
| Roads, Walks & Paving | |
| Site Improvements | |
| Lawns and Planting | |
| Unusual Site Conditions | |
| Off-Site Improvements (not on the project land) | |
| TOTAL | \$ - |

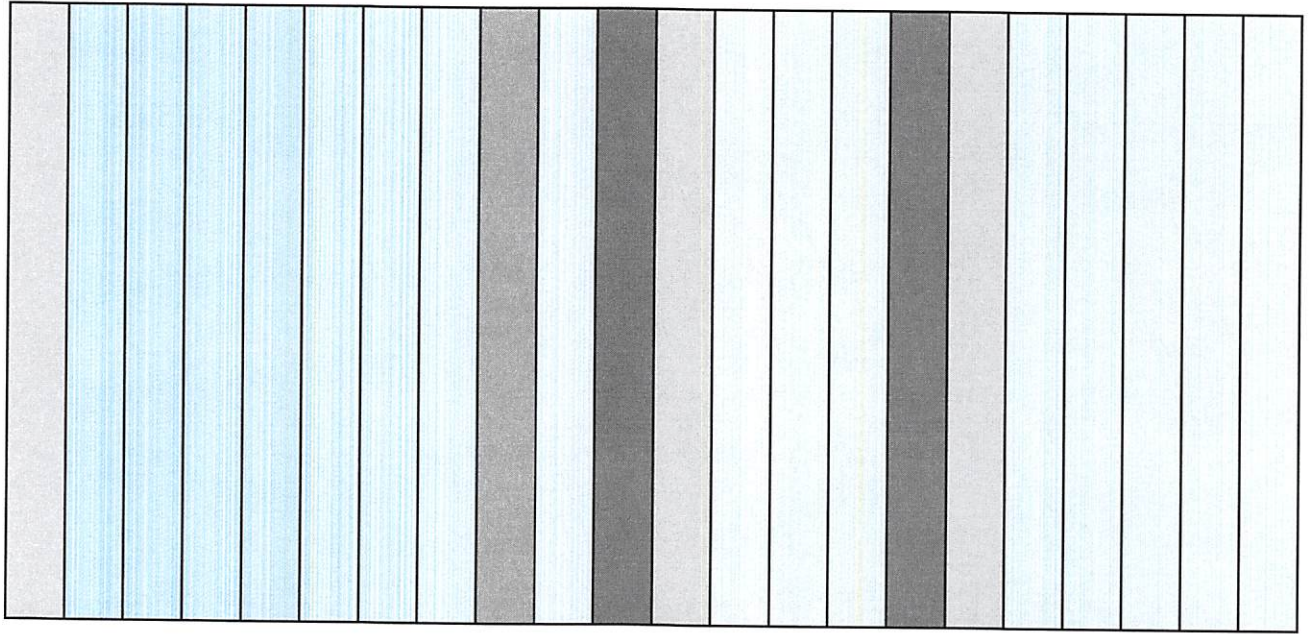
Has a termite inspection been performed?

ATTACHMENTS:

- Capital Needs Assessment, if completed
- 3rd-party work write-up and cost estimate, if applicable
- Termite Inspection Report
- Property Design Standards, Drawings and/or Plans

Other Source of Financing/Funding Name(s)





CDBG-CV EMERGENCY AND TRANSITIONAL SHELTER APPLICATION



Applicant

Gila County Community Services

PROJECT AND PROGRAM DESCRIPTION

Complete all green shaded cells.

Describe the project service area. Include a list of all cities, towns, counties and tribal jurisdictions that will be served by the project. If the project will be located on tribal lands, the written consent of the tribal jurisdiction must be attached to this application unless the applicant is a tribal government.

Our project service area will include all of Gila County, throughout this pandemic since March 2020 there has been extreme issues with homelessness or potentially homeless, no access to housing that helps with isolating those that have tested positive for Covid or those that may find themselves homeless soon due to the eviction moratorium being lifted.

Describe the factors that have contributed to the need for the program as it relates to the coronavirus pandemic. Explain the nature and degree of the condition requiring assistance, the timing of its development, and how you identified the needs. Include any available data to support the need.

As stated above, those homeless individuals that have tested positive for the virus and are staying in camps find it very difficult to isolate themselves trying to prevent others from catching the virus. Or families that have doubled and tripled up because of reduced income and lay-offs, moving into one house or apartment cannot isolate due to over crowded conditions. This puts the whole household into a situation that if anyone tests positive the virus can spread to all others in the home. Housing is the number one request from calls to our local social service agencies, and to 211 that helps communities statewide identify much needed resources. We belong to the Continuum of Care which is the

Describe protocols, facility design strategies, staff training or precautions, and/or other special accommodations that will be implemented to prevent the spread of COVID or other pandemic type illnesses. Include a description of how this facility will coordinate its COVID related responses with other pandemic and public health efforts and resources.

This facility will follow CDC protocols and work in conjunction with the county health department to make sure we are following all guidelines appropriate in order to keep tenants and staff safe.

Describe the number of beds or units, number of persons to be served, and the maximum length of stay.

The initial number of units will be 6 with one of those units will be ADA compliant. With up to 12 persons being able to be assisted, for a maximum of 24 months.

Describe any specific target populations (ex: gender, age groups, demographics, substance abuse or other cooccurring disorders).

This will target homeless or potentially homeless adults that are low-income.

Are there additional eligibility requirements or limitations beyond meeting the HUD definition of homelessness anticipated for program participants?

Potential applicants will have a limited background check and drug test in order to better serve those through referrals to local health agencies.

Describe the processes and tools that will be used to identify and evaluate participant needs and case management or other strategies that will be used to develop participant service plans and goals, including but not limited to: 1) Any evidence-based practices to be implemented, such as Housing First strategies to assist in transitioning program participants to end their homelessness including employment, securing income, finding permanent housing, and/or coordination with other systems of care to address housing barriers, and 2) strategies for connecting participants to needed services (e.g. social security, AHCCCS or Medicare eligibility).

We will use assessment tools to identify and evaluate where participants are currently at and how to refer and case manage in order to make the most of the time in the program. The main goal will be to find permanent housing and address any issues or barriers that would prevent them from maintaining that housing. We will also make arrangements to have those agencies that would help with those barriers, to meet on the premises in the community room in order to facilitate assistance to the participants.

Describe the specific service needs and resources required to successfully serve the target population. What is the scope of the need for the proposed services? Provide any data or documentation used to inform the target population and/or proposed service model to be implemented.

Our local COC maintains a list of those individuals that have housing needs from homelessness to pending homelessness. We will be working with them directly and that will become our priority list. AZ211 and local social service providers state that calls for stable housing in the middle of this pandemic is there number one request. Gila County Community Action administers eviction prevention dollars and only assists 12% percent of those eligible. The Gila County Section eight housing choice voucher program has a 3 to 4 year waiting list. This demonstrates the

How will the target population be identified, prioritized and referred to the program? Describe how the project will coordinate with other systems of care including homeless systems (Coordinated Entry and HMIS), behavioral health system, jail and/or prisons, outreach, crisis system or AHCCCS Health Plans (i.e., RBHA and ACC plans).

What basic necessities will be provided to Participants (i.e. food, toiletries, clothing, bedding, etc.)? Will these be provided free of charge, or will some be fee-based? If some will be fee-based, what will the fees be and under what circumstances will fees be charged?

We will not be providing any necessities other than through different agencies that are specific to the participants needs.

How will Participants gain access to food/meals? How will dietary restrictions be addressed? Where will the food be prepared and who will prepare it? What is the cost? Is a contract in place or under negotiation? What are the proposed terms of the contract?

N/A

Will participants be charged a service fee for participation if they have income? If so, under what conditions will a fee be charged? Provide a schedule of service fees, if applicable and include in operating budget.

All participants will be charged 30% of their gross income, for those that have income. This will include utilities. For those that may bring a voucher with them will go by the housing payment standards in Gila County.

Describe program strategies, collaborations or resources for ensuring adequate housing or post-transitional placements are available for persons exiting the project.

We belong to the County Interagency network that gives us access to all social service agencies, our local one-stop that houses all Workforce programs and our local COC network that helps our local homeless.

Describe the experience of a typical participant in the program from entrance to exit.

Those individuals that are in the HMIS Potential tenants will apply through the agency, income, background will be verified.

Describe any legal, physical, programmatic or fiscal concerns not identified elsewhere that may impact the implementation of the proposed program and that require additional clarification or consideration.

None at this time.

ATTACHMENTS:

Written consent of the tribal government(s), if the project will take place on tribal lands and the applicant is not a tribal government.

CDBG-CV EMERGENCY AND TRANSITIONAL SHELTER APPLICATION



Applicant

Gila County Community Services

EMERGENCY SHELTER OPERATING BUDGET

Complete all green shaded cells. Use the dropdown menu to select from available options, where provided.

OPERATING BUDGET -YEAR 1

OPERATING REVENUE - YEAR 1

ASSUMPTIONS/BASIS

| | | Line Item Total | TOTAL YEAR 1 |
|-----------------------------------|--|-----------------|--------------|
| Service Fees paid by participants | | \$ - | |
| Other: | | \$ - | |
| Other: | | \$ - | |
| Other: | | \$ - | |
| Other: | | \$ - | |
| TOTAL PROGRAM REVENUE | | | \$ - |

OPERATING COSTS- YEAR 1

| | | | |
|--|--|------|------|
| Rent/Space | | 0 | |
| Mortgage | | \$ - | |
| Other Debt | | \$ - | |
| Subtotal rent/mortgage/other debt | | | \$ - |

Utilities

| | | | |
|---------------------------|--|------|------|
| Electric/Gas | | \$ - | |
| Water/Sewer | | \$ - | |
| Other: | | \$ - | |
| Subtotal utilities | | | \$ - |

General Administrative Expenses

| | | | |
|-----------------------------------|--|------|--|
| Office Supplies | | \$ - | |
| Telephone & Internet | | \$ - | |
| Travel/Training | | \$ - | |
| Accounting & Bank Service Charges | | \$ - | |
| Legal | | \$ - | |
| Annual Software Licensing Fees | | \$ - | |
| HMIS Fees | | \$ - | |
| Other: | | \$ - | |
| Other: | | \$ - | |

| | | | |
|----------------------------------|--|------|------|
| Other: | | \$ - | |
| Subtotal administrative expenses | | | \$ - |

Staffing

| | | | |
|--------------------|--|------|------|
| Salaries and Wages | | \$ - | |
| ERE | | \$ - | |
| Subtotal staffing | | | \$ - |

Other Program Operations

| | | | |
|---|--|------|------|
| Food/Meal Services | | \$ - | |
| Medications | | \$ - | |
| Laundry | | \$ - | |
| Participant Personal Supplies (bedding, clothing, toiletries, etc.) | | \$ - | |
| Program supplies | | \$ - | |
| Minor equipment/furniture | | \$ - | |
| Transportation | | \$ - | |
| Other: | | \$ - | |
| Other: | | \$ - | |
| Other: | | \$ - | |
| Subtotal other program operations | | | \$ - |

Repairs and Maintenance

| | | | |
|----------------------------------|--|------|------|
| Pest Control | | \$ - | |
| Housekeeping/Janitorial | | \$ - | |
| Repairs | | \$ - | |
| Security | | \$ - | |
| Trash Removal | | \$ - | |
| HVAC and Equipment Maintenance | | \$ - | |
| Other Maintenance Contracts | | \$ - | |
| Subtotal repairs and maintenance | | | \$ - |

Taxes and Insurance

| | | | |
|------------------------------|--|------|------|
| Property taxes | | \$ - | |
| Other taxes | | \$ - | |
| Property insurance | | \$ - | |
| Other insurance | | \$ - | |
| Subtotal taxes and insurance | | | \$ - |

Reserves

| | | | |
|----------------------|--|------|--|
| Replacement Reserves | | \$ - | |
| Operating Reserves | | \$ - | |

Subtotal reserves

\$ -

TOTAL OPERATING EXPENSES YEAR 1

\$ -

NET INCOME YEAR 1

\$ -

5-YEAR OPERATING BUDGET

| | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|-----------------|--------|--------|--------|--------|--------|
| Annual Revenue | \$ - | \$ - | \$ - | \$ - | \$ - |
| Annual Expenses | \$ - | \$ - | \$ - | \$ - | \$ - |
| NET INCOME | \$ - | \$ - | \$ - | \$ - | \$ - |

If the operating budget (line 93) reflects negative cash flow in any mandatory operating year, the Applicant must 1) demonstrate the funding of an operating deficit escrow account, describe the source of the operating deficit funds, and attach a commitment letter from the entity funding the operating deficit reserve/escrow account; OR 2) describe how operating funds have been secured in the past; OR 3) explain how the organization intends to raise the necessary operating funds, including a list of firm or tentative commitments, sources and commitment amounts, and attach any firm or tentative commitment letters, if applicable.



Maximum Capitalized Operating Reserve

\$ -

ATTACHMENTS:

- Commitment letter from the entity funding the operating reserve/escrow account, if applicable
- Firm or tentative commitment letters for operating funds, if applicable.

CERTIFICATIONS

APPLICANT CERTIFICATIONS FOR CDBG-CV FUNDING

The applicant hereby assures and certifies that:

1. It possesses legal authority to apply for Community Development Block Grant funds, and to execute the proposed program.
2. Prior to the submission of the application, the applicant's governing body has duly adopted or passed as an official act a resolution authorizing the submission of the application, including all understandings, assurances, statutes, regulations and orders contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
3. Its chief executive officer or other officer of the applicant approved by the State:
 - a. Consents to assume the status of a responsible Federal official under the National Environmental Policy Act of 1969 (NEPA) and other provisions of Federal law, as specified at 24 CFR 58.1(a) (3) and (a)(4), which further the purposes of NEPA insofar as the provisions of such Federal law apply to this program.
 - b. Is authorized and consents on behalf of the applicant and him (her) self to accept the jurisdiction of the federal and State courts for the purpose of enforcement of his/her responsibilities as such an official.
4. It will comply with the provisions of Executive Order 11990, relating to evaluation of flood hazards and Executive Order 11288 relating to the prevention, control and abatement of water pollution.
5. It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), Executive Order 11593, and the Preservation of Archeological and Historical Data Act of 1966, P.L. 93-291 (16 U.S.C. 469a-1, et.seq.).
6. It will administer and enforce the labor standard requirements of the Davis Bacon Act, as amended at 40 U.S.C. 276a-276a-5, and the Contract Work Hours and Safety Standards Act at 40 U.S.C. 327-333.
7. It will comply with the provisions of 24 CFR Part 24 relating to the employment, engagement of services, awarding of contracts or funding of any contractors or subcontractors during any period of debarment, suspension or placement in ineligibility status.
8. It shall comply with the requirements of the 1992 Lead Based Paint Poisoning Prevention Act of 42 U.S.C. 4821-4846 (also Title X of the Housing and Community Development Act of 1992) and implementing regulations at 24 CFR Part 35.
9. It will comply with the provisions of 2 CFR part 200 "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards".
10. It will comply with the Americans with Disabilities Act and Section 504 of the Rehabilitation Act, as amended.

12. It will comply with
 - a. Title VI of the Civil Rights Act of 1964 (Pub. L. 88- 352), and the regulations issued pursuant thereto (24 CFR Part 1).
 - b. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90- 284), as amended.
 - c. Section 109 of the Housing and Community Development Act of 1974.
 - d. Executive Order 11063 pertaining to equal opportunity in housing and nondiscrimination in the sale or rental of housing built with Federal assistance.
 - e. Executive Order 11246, and the regulations issued pursuant thereto (24 CFR Part 130 and 41 CFR Chapter 60).
 - f. Section 3 of the Housing and Urban Development Act of 1968, as amended.
 - i. Federal Fair Housing Act of 1988, P.L. 100-430.
 - ii. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1973, 42. U.S.C. 6101-07, and the prohibitions against discrimination against persons with handicaps under Section 504 of the Rehabilitation Act of 1973, (P.L. 93-112), as amended, and the regulations at 24 CFR Part 8.
 - iii. The requirements of the Architectural Barriers Act of 1966 at 42 U.S.C. 4151-415.
13. It will comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations.
14. The Applicant certifies that there was no participation in any aspect or manner of the due diligence, compilation, preparation, or submission process relating to this Application, or the project that is the subject of this Application, by any person(s) or entity(ies) in violation of applicable State of Arizona (such as those found at A.R.S. §§ 38-501 - 38-511) or federal (such as those found at 24 CFR 92.365 relating to the administration of HOME funds or 24 CFR 570.611 relating to the administration of CDBG funds) conflict of interest laws . Should ADOH determine that such a conflict exists; the Application will be discontinued from consideration of the award at issue. Further, violations of any other applicable state or federal law will similarly result in disqualification of the Application from consideration of said award. Applicant further certifies it will comply with applicable conflict of interest provisions, incorporate such in all contracts and establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
15. It will comply with the provisions of the Hatch Act that limits the political activity of employees.
16. It will give representatives of the State, the Secretary of HUD, the Inspector General, and the General Accounting Office access to all books, accounts, records, reports, files and other papers, things, or property belonging to it or in use by it pertaining to the administration of State CDBG assistance.
17. It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the program are not listed on the Environmental Protection Agency's (EPA) list of violating facilities and that it will notify the State of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
18. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Pub. L. 93-234, 87 Stat., 975, approved December 31, 1973. Section 103 (a) required, on and after March 2, 1974.
19. It has and will comply with the provisions of the State of Arizona Citizen and Public Participation Plan for the State of Arizona CDBG program, if applicable.

20. It has developed plans to minimize displacement of persons as a result of activities assisted in whole or in part with CDBG funds and to assist persons actually displaced as a result of such activities, and has provided information about such plans to the public.
21. It will not recover any capital costs of public improvements assisted in whole or in part with CDBG funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements **unless**:
 - a. the CDBG funds are used to pay the proportion of the fee or assessment that is financed from other revenue sources, or:
 - b. it will certify to the State in writing that it lacks sufficient CDBG funds to comply with (a) but that it will not assess properties owned by very low-income persons.
22. It will provide all other funds/resources identified in the application, or any additional funds/resources necessary to complete the project as described in the application as submitted, or as may be later amended.
23. It will comply with 2 CFR 200, Subpart F – Audit Requirements; and if the grant is closed out prior to all funds having been audited, it shall refund to ADOH any costs disallowed as a result of any audit conducted after the date of grant closeout.
24. It hereby adopts and will enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and will enforce applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.
25. It will ensure that, to the best of the knowledge and belief of the undersigned:
 - a. no Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in the connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
 - b. if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - c. the undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

26. It shall comply with the provisions of Section 102 of the HUD Reform Act of 1989.
27. It shall ensure that efforts are made to recruit minority, disabled and woman owned businesses for its vendor/supplier lists.
28. The awarded CDBG-CV funds do not duplicate or replace any other funds.
29. It has and will disclose any financial assistance received (or that it would receive, by acting reasonably to obtain available assistance) for the same costs as stated in this application from any other source (including insurance).
30. It will repay any assistance determined to be duplicative, and will require any and all subgrantees, subrecipients individuals or families, businesses, direct beneficiaries, or other entities to certify that they will repay any assistance determined to be duplicative.
31. All rehabilitation completed as part of the CDBG-CV award will, at a minimum, meet local building codes.
32. The CDBG-CV project or activity will comply with local ordinances.

CERTIFIED BY:

Signature of Chief Elected Official or Board President

5/18/2021
Date

Tim R. Humphrey
Typed Name of Chief Elected Official or Board President

NOTE: The Attorney General has ruled that these Certifications must have an original signature when submitted to the CDBG Program. If an applicant submits more than one application, the Certifications should be included in each of the applications.

Applicant: Gila County Community Services_____

CDBG-CV DISCLOSURE REPORT
FEDERAL FISCAL YEAR
10/1/2021- 9/30/2022

This form must be completed and submitted with each application for CDBG-CV funds.

PART I - APPLICANT INFORMATION

1. Applicant, Complete Address with 9-digit zip code, Phone Number:

Gila County Community Services

5515 S. Apache Ave suite 200

Globe Az

2. Federal Employer Identification Number:

3. Indicate whether this is: x Initial Report Update Report # _____

4. Amount of this CDBG-CV Grant Applied for: \$\$650,000.00

PART II - THRESHOLD DETERMINATION

1. Is the amount listed in 4(above) more than \$500,000? x Yes No

2. Have you received, can reasonably expect to receive, or applied for other HUD assistance (through programs listed in Appendix A of the Instructions) during the current federal fiscal year, which when added to 4. (above) amounts to more than \$500,000? Yes x No

PART III - OTHER GOVERNMENT ASSISTANCE PROVIDED/APPLIED FOR

Provide the requested information for any other Federal, State and/or local governmental assistance *either awarded or applied for, which will be used in conjunction with this CDBG-CV grant.*

| Name and Address of Agency Providing or Applied to for Assistance | Program | Type of Assistance | Amount Requested or Awarded |
|---|---------|--------------------|-----------------------------|
| | | | \$ |
| | | | \$ |
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| | | | \$ |

PART IV - INTERESTED PARTIES

Identify any person or entity that has a pecuniary interest in this project that exceeds \$50,000 or 10% of the CDBG-CV assistance (whichever is lower). All consultants, developers or contractors involved in the CDBG-CV application or in the planning, development or implementation of the project must be identified as an interested party unless procured through a competitive process.

| List of all Persons with a Reportable Financial Interest in the Project | Social Security No. or Employer ID No. | Type of Participation in the Project | Financial Interest in the Project (\$ and %) |
|---|--|--------------------------------------|--|
| | | | \$ / % |
| | | | \$ / % |
| | | | \$ / % |
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| | | | \$ / % |
| | | | \$ / % |

PART V - EXPECTED SOURCES AND USES OF FUNDS

Identify the *source and use of all assistance* (include this CDBG-CV grant and all other governmental and non-governmental sources) that has been or may be used in this contract.

| Activity No. and Source | Use |
|--------------------------------|----------------------|
| CDBG-CV | Transitional Housing |
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PART VI - CERTIFICATION

| |
|--|
| I hereby certify that the information provided in this disclosure is true and correct and I am aware that any false information or lack of information knowingly made or omitted may subject me to civil or criminal penalties under Section 1001 of Title 18 of the United States Code. In addition, I am aware that if I knowingly and materially violate any required disclosure of information, including intentional non-disclosure, I am subject to a civil money penalty not to exceed \$10,000 for each violation. |
|--|

Tim R. Humphrey 5/18/2021

P2 – FIRST PUBLIC HEARING

Gila County Community Services Public Hearing Regarding Use of CDBG-CV Funds

The County is expected to apply for 2021 CDBG-CV funds from the Arizona Department of Housing. The County will apply for grant funding approximately \$2,450,000.00 in FY21 CDBG-CV funds from the State, specific to emergency and transitional housing.

CDBG-CV funds must be used to benefit low-income persons and areas, address urgent need that will or has been caused by covid. A public hearing will be held at 9:30 am on May 14th at 5515 S. Apache Ave suite 200 Globe Az. The hearing will also be available via ZOOM, to gather citizen input on the use of the CDBG-CV funds.

Malissa Buzan is inviting you to a scheduled Zoom meeting.

Topic: CDBG-CV Public Hearing

Time: May 14th, 2021 09:30 AM Arizona

Join Zoom Meeting

Malissa Buzan is inviting you to a scheduled Zoom meeting.

Topic: Public Hearing on CDBG-CV Emergency Shelter and Transitional Housing

Time: May 14, 2021 09:30 AM Arizona

Join Zoom Meeting

<https://gilacountyaz-gov.zoom.us/j/95194674276?pwd=WU5DQVd4azlNS2VhWldmTTAwVEgrZz09>

Meeting ID: 951 9467 4276

Passcode: 138177

One tap mobile

+12532158782,,95194674276#,,,,*138177# US (Tacoma)

+13462487799,,95194674276#,,,,*138177# US (Houston)

Dial by your location

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 9128 US (San Jose)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

877 853 5247 US Toll-free

888 788 0099 US Toll-free

Meeting ID: 951 9467 4276

Passcode: 138177

Find your local number: <https://gilacountyaz-gov.zoom.us/j/95194674276>

Join by SIP

95194674276@zoomcrc.com

Examples of possible uses include the following: Emergency or Transitional Housing

For more information about the hearing, grievances, or the CDBG program; or to receive assistance in formulating prospective project ideas for presentation at the hearing contact the following:

Name, Title: Malissa Buzan Director

Organization: Gila County Community Services

Address: 5515 South Apache Ave. Suite 200

City, State, Zip: Globe Arizona 85501

Telephone: 928-425-7631

Fax: 928-425-9468

TTY: Please Dial 7-1-1 and ask to be connected to 928-425-3231

Persons with disabilities who require special accommodations may contact Malissa Buzan at the above location at least 48 hours before the hearing.

P-4 PUBLIC HEARING

**Gila County Community Services Public Hearing Regarding Use of
CDBG-CV Funds**

The County is expected to apply for approximately \$2,450,000 in FY21 federal CDBG-CV funds from the Arizona Department of Housing. CDBG-CV funds must be used to benefit low-income persons and areas, alleviate slum and blight or address an urgent covid need. Based on citizen input as well as local and state planning objectives two potential projects have been selected to be forwarded to the State of Arizona with a request for funding. A public hearing will be held at the regular Gila County Board of Supervisors meeting at 10:00 am on May 18th, 2021 at 1400 east Ash St. to discuss the potential projects. It is expected that the County Board of Supervisors will select the final projects at this hearing and adopt applicable certifications. The potential CDBG-CV projects are Transitional Housing Initiative in Payson Az and a Transitional Housing Program in Globe Az:

To review project proposals, file grievances or learn more about the CDBG-CV program contact the following:

Name, Title: Malissa Buzan
Organization: Gila County Community Services
Address: 5515 S. Apache Ave. Suite 200
City, State, Zip: Globe Az 85501
Telephone: 928-425-7631
Fax: 928-425-9468
TTY: 928-425-0849

Persons with disabilities who require special accommodations may contact Malissa Buzan at the above location at least 48 hours before the hearing.

ARF-6549

Public Hearing 2. D.

Regular BOS Meeting

Meeting Date: 05/18/2021

Submitted For: Marian Sheppard, Clerk of the Board

Submitted By: Melissa Henderson, Deputy Clerk

Department: Clerk of the Board of Supervisors

Information

Request/Subject

Liquor License Application (County No. LL-21-02) - Sheila Lynn Marcum - Jake's Corner Store

Background Information

Sheila Lynn Marcum submitted an application to the Arizona Department of Liquor Licenses and Control (DLLC) for the transfer of a Series 10 Beer and Wine License at Jake's Corner Store located at 57510 N. Highway 188 in Payson. There is an existing liquor license at the location of which the DLLC has issued Ms. Marcum an interim permit to use the license to operate the store.

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 "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 of the Board 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 by a Gila County Sheriff's Deputy on April 5, 2021, and removed on April 27, 2021. The Affidavit of Posting is on file at the Clerk of the Board's office. An internal review has been conducted by the Planning and Zoning Department, Health and Emergency Management Department, and the Treasurer's Office. The department heads and elected officials have confirmed that there are no pending issues relevant to their area of responsibility.

Conclusion

The application has been reviewed by various Gila County departments and the Gila County Treasurer; there are no pending County issues. 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 DLLC whether the DLLC 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 DLLC whether the Board should approve or deny the license.

Suggested Motion

Information/Discussion/Action to consider a liquor license application (County No. LL-21-02) submitted by Sheila Lynn Marcum for the transfer of a Series 10 Beer and Wine License with an interim permit to operate at Jake's Corner Store, 57510 N. Highway 188 in Payson; and issue a recommendation to the Arizona Department of Liquor Licenses and Control whether the license should be granted. **(Marian Sheppard)**

Attachments

Jakes Corner Store-Recommendation

Jakes Corner Store-Application

Jakes Corner Store-Affidavit of Posting

Jakes Corner Store-Treasurer Response

Jakes Corner Store-H&E Response

Jakes Corner Store-Comm Dev Response



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 Globe, AZ on 18th, May, 2021.
(Location) (Day) (Month) (Year)

Marian Sheppard _____
(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 03/30/2021 @ 11:24:09 AM

Local Governing Body Report

LICENSE

| | | | |
|----------------------|--|------------------|-------------------------|
| Number: | | Type: | 010 BEER AND WINE STORE |
| Name: | JAKE'S CORNER STORE | | |
| State: | Pending | | |
| Issue Date: | | Expiration Date: | |
| Original Issue Date: | | | |
| Location: | 57510 N HWY 188 PAYSON, AZ 85541 USA | | |
| Mailing Address: | 57510 N HWY 188 PAYSON, AZ 85541 USA | | |
| Phone: | (928)474-4675 | | |
| Alt. Phone: | (480)710-7300 | | |
| Email: | ELKHAVENOFFICE@GMAIL.COM | | |

AGENT

| | | | |
|-------------------------|--|--|--|
| Name: | SHEILA LYNN MARCUM | | |
| Gender: | Female | | |
| Correspondence Address: | 57510 N HWY 188 PAYSON, AZ 85541 USA | | |
| Phone: | (928)951-2067 | | |
| Alt. Phone: | | | |
| Email: | ELKHAVENOFFICE@GMAIL.COM | | |

OWNER

| | | | |
|-------------------------|--|-------------------------|----|
| Name: | R3S VENTURES LLC | | |
| Contact Name: | SHEILA LYNN MARCUM | | |
| Type: | LIMITED LIABILITY COMPANY | | |
| AZ CC File Number: | 23154299 | State of Incorporation: | AZ |
| Incorporation Date: | 11/25/2020 | | |
| Correspondence Address: | 57510 N HWY 188 PAYSON, AZ 85541 USA | | |
| Phone: | (928)951-2067 | | |
| Alt. Phone: | | | |
| Email: | ELKHAVENOFFICE@GMAIL.COM | | |

Officers / Stockholders

Name:
ERNEST WILEY BOGGESS
SHELIA LYNN MARCUM

Title: % Interest:
MEMBER/STOCKHOLDER 50.00
MEMBER/STOCKHOLDER 50.00

R3S VENTURES LLC - MEMBER/STOCKHOLDER

Name: SHELIA LYNN MARCUM
Gender: Female
Correspondence Address: 57510 N HWY 188
PAYSON, AZ 85541
USA
Phone: (928)951-2067
Alt. Phone:
Email: ELKHAVENOFFICE@GMAIL.COM

R3S VENTURES LLC - MEMBER/STOCKHOLDER

Name: ERNEST WILEY BOGGESS
Gender: Male
Correspondence Address: 57510 N HWY 188
PAYSON, AZ 85541
USA
Phone: (928)951-2067
Alt. Phone:
Email: ELKHAUENOFFIC@GMAIL.COM

APPLICATION INFORMATION

Application Number: 144335
Application Type: New Application
Created Date: 03/30/2021



QUESTIONS & ANSWERS

010 Beer and Wine Store

- 1) Are you applying for an Interim Permit (INP)?
Yes
A Document of type INTERIM PERMIT (INP) NOTARY PAGE is required.
- 2) Provide name, address, and distance of nearest school and church.
(If less than one (1) mile note footage)
TONTO BASIN
445 AZ-188 TONTO BASIN AZ 85553
20MI

TONTO BASIN
45239 AZ -188 TONTO BASIN AZ 85553
20MI
- 3) Are you one of the following? Please indicate below.
Property Tenant
Subtenant
Property Owner
Property Purchaser
Property Management Company
OWNER
- 4) Is there a penalty if lease is not fulfilled?
No
- 5) Is the Business located within the incorporated limits of the city or town of which it is located?
Yes
- 6) What is the total money borrowed for the business not including the lease?
Please list each amount owed to lenders/individuals.
PAT & LAVELLE PTAK
28455 N 42NE ST CAVE CREEK AZ 85331
\$280,000.00
- 7) Is there a drive through window on the premises?
No
- 8) If there is a patio please indicate contiguous or non-contiguous within 30 feet.
NONE
- 9) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
No

State of Arizona
Department of Liquor Licenses and Control

Created 03/30/2021 @ 11:23:36 AM

Local Governing Body Report

LICENSE

| | | | |
|----------------------|--|------------------|--------------------|
| Number: | INP040013409 | Type: | INP INTERIM PERMIT |
| Name: | JAKE'S CORNER STORE | | |
| State: | Active | | |
| Issue Date: | 03/30/2021 | Expiration Date: | 07/13/2021 |
| Original Issue Date: | 03/30/2021 | | |
| Location: | 57510 N HWY 188 PAYSON, AZ 85541 USA | | |
| Mailing Address: | 57510 N HWY 188 PAYSON, AZ 85541 USA | | |
| Phone: | (928)474-4675 | | |
| Alt. Phone: | (480)710-7300 | | |
| Email: | ELKHAVENOFFICE@GMAIL.COM | | |

AGENT

| | |
|-------------------------|--|
| Name: | SHEILA LYNN MARCUM |
| Gender: | Female |
| Correspondence Address: | 57510 N HWY 188 PAYSON, AZ 85541 USA |
| Phone: | (928)951-2067 |
| Alt. Phone: | |
| Email: | ELKHAVENOFFICE@GMAIL.COM |

OWNER

| | | | |
|-------------------------|--|-------------------------|----|
| Name: | R3S VENTURES LLC | | |
| Contact Name: | SHEILA LYNN MARCUM | | |
| Type: | LIMITED LIABILITY COMPANY | | |
| AZ CC File Number: | 23154299 | State of Incorporation: | AZ |
| Incorporation Date: | 11/25/2020 | | |
| Correspondence Address: | 57510 N HWY 188 PAYSON, AZ 85541 USA | | |
| Phone: | (928)951-2067 | | |
| Alt. Phone: | | | |
| Email: | ELKHAVENOFFICE@GMAIL.COM | | |

Officers / Stockholders

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

ERNEST WILEY BOGGESS
SHELIA LYNN MARCUM

MEMBER/STOCKHOLDER 50.00
MEMBER/STOCKHOLDER 50.00

R3S VENTURES LLC - MEMBER/STOCKHOLDER

Name: SHELIA LYNN MARCUM
Gender: Female
Correspondence Address: 57510 N HWY 188
PAYSON, AZ 85541
USA
Phone: (928)951-2067
Alt. Phone:
Email: ELKHAVENOFFICE@GMAIL.COM

R3S VENTURES LLC - MEMBER/STOCKHOLDER

Name: ERNEST WILEY BOGGESS
Gender: Male
Correspondence Address: 57510 N HWY 188
PAYSON, AZ 85541
USA
Phone: (928)951-2067
Alt. Phone:
Email: ELKHAUENOFFIC@GMAIL.COM

APPLICATION INFORMATION

Application Number: 144371
Application Type: Staff Internal Amendment
Created Date: 03/30/2021



Section 5.

3/22/21

In December 2020 Chad Barcom decided to sell Lakes Corner General Store LLC. Sheila Marcum approached him about the business he explained 1st Covid then a local fire that he had enough. Then put in a offer under my LLC R3S Ventures LLC.

Sheila Marcum
S. Marcum
R3S Ventures LLC.

21 APR 30 19. LIC. # 302

COMMERCIAL REAL ESTATE PURCHASE CONTRACT

Document updated: February 2019



The pre-printed portion of this form has been drafted by the Arizona Association of REALTORS®. Any change in the pre-printed language of this form must be made in a prominent manner. No representations are made as to the legal validity, adequacy and/or effects of any provision, including tax consequences thereof. If you desire legal, tax or other professional advice, please consult your attorney, tax advisor or professional consultant.



1. PROPERTY

1a. 1. BUYER: Ernest Boggess & Sheila Marcum
BUYER'S NAME(S)

1b. 2. SELLER: Jakes Corner General Store LLC or as identified in Section 10c
SELLER'S NAME(S)

3. Property Description and Offer: Buyer agrees to purchase and Seller agrees to sell the following real property:

4. Property Address: 57510 N AZ Highway 188

5. City: Payson County: Gila AZ, Zip Code: 85541

6. Assessor's Parcel #(s): 304-37-006J 304-37-006V

7. Legal Description: See attached To be provided by Escrow Company As follows:

8. Business name of Jakes Corner Store and existing phone #

9.

10. which includes at no additional cost to Buyer, all fixtures and improvements thereon, as well as the following items, if any, owned

11. by Seller and presently located on or in the real property: electrical distribution systems (power panels, ducting, conduits,

12. disconnects), lighting fixtures, computer wiring, telephone distribution systems (lines, jacks, and connections), heating, ventilation

13. and air conditioning equipment, evaporative coolers, air lines, flooring, window coverings, wall coverings, security and fire

14. detection systems/alarms, and _____

15. _____

16. _____

17. _____

18. (collectively the "Property"). All fixtures and improvements shall be free of liens and encumbrances unless otherwise specified.

1c. 19. Leased items shall NOT be included in this sale. Seller shall deliver notice of all leased items within ten (10) or _____ days
20. after Contract acceptance. Buyer shall provide notice of any leased items disapproved within the Due Diligence Period or five (5)
21. days after receipt of the notice, whichever is later.

1d. 22. Personal Property Included:
23. Lock stock and barrel except sellers personal property.

24.

25. Personal property shall be transferred in AS-IS CONDITION, FREE AND CLEAR OF ANY LIENS AND ENCUMBRANCES

26. and SELLER MAKES NO WARRANTY of any kind, express or implied, (including, without limitation, ANY WARRANTY OF

27. MERCHANTABILITY).

28. \$ 280,000.00 Full Purchase Price, paid as outlined below.

29. \$ 5,000.00 Earnest Money Deposited with Pioneer Title Dec 4, 2020

30. \$ _____ Additional Earnest Money _____

31. \$ 275,000.00 Cash at close

32. _____

33. _____

34. _____

21 MAR 30 11:41 AM '20

SELLER SELLER

<Initials

Commercial Real Estate Purchase Contract • Updated: February 2019
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Initials>

BUYER BUYER



Pioneer Title Agency, Inc.

RECEIPT FOR DEPOSIT

421 S. Beeline Hwy
P.O. Box 250
Payson, AZ 85541
(928) 474-3235

RECEIPT NO. 064228

OFFICE: 004 Payson

DATE 12/3/2020

ESCROW NO. 70409755 - 004 - TB

RECEIVED OF Sheila Hartle-Marcum

ESCROW NAME Jakes Corner General Store LLC

TYPE OF TRANSACTION Earnest Money

IN THE AMOUNT OF \$5,000.00 IN THE FORM OF CC-325070980

NOTICE OF RIGHT TO EARN INTEREST ON DEPOSITED FUNDS

Interest may be earned on all deposited funds by requesting the Escrow Officer who is handling your transaction to place the escrowed funds into an interest bearing account. *The Escrow Agent's charge to setup such an account is \$30.00.* Your funds will earn interest at the prevailing rate of interest paid by the federally insured financial institution where your funds would be deposited [for example, in a typical transaction, a \$1,000.00 deposit for a thirty day (30) period with the prevailing interest rate of 0.25% per annum would earn \$0.21].

Terrea Brownlee - Escrow Officer
421 S. Beeline Hwy P.O. Box 250
Payson, AZ 85541
(928) 474-3235

NOTICE OF UNINSURED MONIES PURSUANT TO ARS 6-841.03

Monies deposited in an escrow account are not insured against loss from fraud or theft by the State of Arizona or the United States government. This disclosure requirement applies to each Buyer and Seller of a Residential Dwelling. Section 6-841.02 defines a "Residential Dwelling" as an owner occupied structure or an investment property that is designated for Residential use by four or fewer families.

Copy of the foregoing provided to the following:

1. Seller
2. Buyer

BY 

ATTENTION SELLERS AND BUYERS OF RESIDENTIAL DWELLINGS

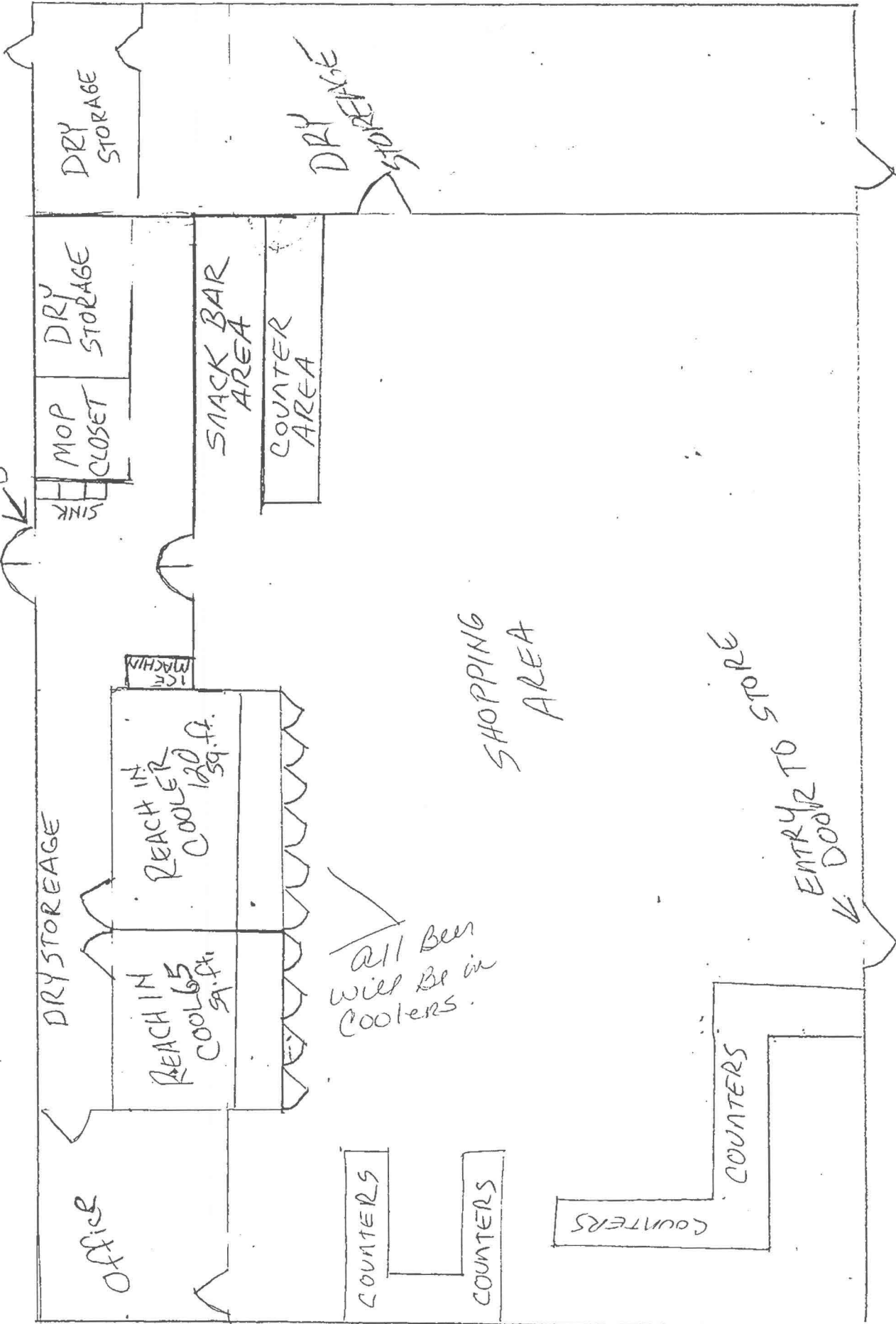
Pursuant to ARS 6-841.02, the title insurer shall offer a closing protection letter that provides protection for the loss of escrow monies due to fraud or dishonesty of the escrow agent.

Privacy Notice (15 U.S.C. 6801 and 16 CFR Part 313): We collect nonpublic personal information about you from information you provide on forms and documents and from other people such as your lender, real estate agent, attorney, title company, etc. We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as permitted by law. We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

File Copy

PLAN

DRY DOOR



DRY STORAGE

OFFICE

REACH IN COOLERS 99 sq. ft.

REACH IN COOLERS 120 sq. ft.

ICE MACHINE

MOP CLOSET

SNACK BAR AREA

COUNTER AREA

DRY STORAGE

DRY STORAGE

DRY DOOR

SHOPPING AREA

all Ben will be in COOLERS.

COUNTERS

COUNTERS

COUNTERS

COUNTERS

ENTRY TO STORE
DRY DOOR

~~FRONT PARKING AREA~~

JAKES Corner Store

21 MAR 30 1974 11:41 PM 303



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

21 MAR 30 19:14: PM '03

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.

804-992

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#: 144335

1. Check the Appropriate Box →

| | | |
|--|---|--|
| <input checked="" type="checkbox"/> Controlling Person | <input checked="" type="checkbox"/> Agent | <input type="checkbox"/> Premises Manager (complete all questions except #12) |
|--|---|--|

2. Name: Marcum Sheila Lyuu Birth Date: [REDACTED]
Last First Middle (NOT a public record)

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

4. Place of birth: Anherst Ohio USA Height: 5'4 Weight: 200 Eyes: Green Hair: Dark Blw
City State COUNTRY (not county)

5. Name of current/most recent spouse: _____ Birth Date: 1/1/
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: 2002 NOV

7. Daytime telephone number: 928 951 2067 E-mail address: elkhavenoffice@gmail.com

8. Business Name: RSS ventures LLC Luke's Corner Store Business Phone: 928 1474 4675 ^{AP}

9. Business Location Address: 57510 N. Az Hwy 188 Paysan AZ Gila 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) |
|-------------------|----------------|-------------------------------|--|
| 6/2017 | CURRENT | | |
| 6/2017 | 12/2020 | Management | Elkhavan Cabins 1925 E. Colcord Rd 85541 |
| 7/2014 | 7/2017 | owner | Sheila's Creekside E. Christopher Cr Gila P.A. Pays |

(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 |
|--------------------|------------------|-------------------------------------|
| 7/2016 | CURRENT | 1925 E. Colvard Rd Payson, AZ 85541 |
| 5/2013 | 2016 | 294 Cienega Payson AZ 85541 |
| | | |
| | | |
| | | |

(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) _____ 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: _____ State of _____ County of _____
The foregoing instrument was acknowledged before me this _____

My Commission Expires on: _____ Date _____ Day _____ Day of _____ Month _____ Year _____

Signature of Notary

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

PRINT NAME: _____ SIGNATURE: _____

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 |
|--------------------|------------------|----------------------------|
| | CURRENT | |
| | | |
| | | |
| | | |
| | | |

(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) Steve Marou 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: S. Marou State of AZ County of Gila

The foregoing instrument was acknowledged before me this

My Commission Expires 16 Day of March, 2021 Year



VICKY JONES
Notary Public
Maricopa County
Expires 02/15/2022

Vicky Jones
Signature of Notary

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

PRINT NAME: _____ SIGNATURE: _____

Section 13~

all liquor storage is in the coolers ^{walk in, reach in}

The store is 4000 Sq. feet.

The cooler storage is 100 Sq. ft.
2nd one is 65 Sq. ft. (Extra Storage)

Questioner

To whom it may concern.

3/21/21

My current address is 1925 E. Colcord Rd

Paysm Ar 85541.

Thank you

Sheila Marcum

S. M. P. A.



State of Arizona
Department of Liquor Licenses and Control
800 W. Washington 5th 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)

^{Lynn (ASP)}
Sheila Maccum | Ernest Bogges

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:

Shiela
City Amherst State (or equivalent) OH/O Country or Territory USA
Ernest. Amherst OH/O USA

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

2) Name of document: Drivers Lic.
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.

Sheila Lynn MAREW

Individual Owner/Agent Printed Name

S. Mares

Individual Owner/Agent Signature

3/21/21

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.

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.

Individual Owner/Agent Printed Name

Individual Owner/Agent Signature

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.

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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.

ARIZONA

Driver License

Number [REDACTED]
Expires 05/04/2035
Date of Birth [REDACTED]
Issued 11/06/2013

SHEILA LYNN MARCUM
294 S CIENEGA RD
PAYSON AZ 85541-3000

Class D Sex F
Eyes HAZ Height 5-09
Hair BR Weight 170



Sheila Marcum



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

21 MAR 30 11:41 AM '03

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.

804-992

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#: 144335

1. Check the Appropriate Box →

| | |
|---|---|
| <input checked="" type="checkbox"/> Controlling Person <input type="checkbox"/> Agent | <input type="checkbox"/> Premises Manager <small>(complete all questions except #12)</small> |
|---|---|

2. Name: Boggess Ernest Wiley Birth Date: [REDACTED]
Last First Middle (NOT a public record)

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

4. Place of birth: Amherst OH, USA Height: 5'9" Weight: 185 Eyes: Blue Hair: gray
City State COUNTRY (not county)

5. Name of current/most recent spouse: _____ Birth Date: 1/1/
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: 2002 Nov

7. Daytime telephone number: 928 951 2067 E-mail address: elkhavenoffic@gmail.com

8. Business Name: B3S Ventures LLC Jake's Corner Store (AP) Business Phone: 928/474/4675 (AP)

9. Business Location Address: 57510 N AZ Hwy 188 Payson AZ Gila 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) |
|-----------------|---------------|-------------------------------|--|
| 12/2020 | CURRENT | Maintenance | Elkhaven Cabins 1925 E. Colcord Rd Payson |
| 6/2017 | 12/2020 | Maintenance | Elkhaven Cabins 1925 E. Colcord Rd 85541 |
| 6/2014 | 6/2017 | Hardy man | Self. |
| | | | |
| | | | |

(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 |
|-----------------|---------------|------------------------------------|
| 2016 | CURRENT | 1925 E. Colcord Rd Payson Az 85541 |
| | | |
| | | |
| | | |
| | | |


(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) Ernest W. Boggess 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: *Ernest W. Boggess* State of Az County of Gila
 The foregoing instrument was acknowledged before me this 16 Day of March, 2021
 My Commission Expires on  VICKY JONES
 Notary Public - Arizona
 Maricopa County
 Expires 02/15/2022
Vicky Jones
 Signature of Notary

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

PRINT NAME: _____ SIGNATURE: *[Signature]*



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: 04/05/2021

Date of Posting Removal: 04/27/2021


Applicant's Name: Marcum Sheila Lynn
Last First Middle

Business Address: 57510 N. Highway 188 Payson 85541
Street City Zip

License #: 144335

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

 4-27-21
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.



INTEROFFICE MEMORANDUM

DATE: March 31, 2021
TO: Monica Wohlforth, Treasurer
FROM: Marian Sheppard, Clerk of the Board
SUBJECT: Liquor License Application for Jakes Corner Store; Series 10

A hearing will be held by the Board of Supervisors on May 18, 2021 at which time the Board will review written arguments submitted by “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 or opposed to the issuance of the license.” The written arguments may be submitted to the Clerk of the Board within 20 days after the date of posting.

Please 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.

Account #P004676, Parcel Number 30108231 and Account #P001159, Parcel Number 30108231 both have a zero balance due of taxes. Thank you.

Signed: Monica Wohlforth 4/1/2021



INTEROFFICE MEMORANDUM

DATE: March 31, 2021

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

FROM: Marian Sheppard, Clerk of the Board

SUBJECT: Liquor License Application for Jakes Corner Store; Series 10

A hearing will be held by the Board of Supervisors on May 18, 2021 at which time the Board will review written arguments submitted by “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 or opposed to the issuance of the license.” The written arguments may be submitted to the Clerk of the Board within 20 days after the date of posting.

Please indicate whether the applicant has any pending issues with regard to *your* department, such as food safety requirements, etc.

The Gila County Health Department has no pending issue with this application.

Signed: *Michael J. O'Driscoll*



INTEROFFICE MEMORANDUM

DATE: March 31, 2021

TO: Randy Pluimer, Director
Community Development Division

FROM: Marian Sheppard, Clerk of the Board

SUBJECT: Liquor License Application for Jake's Corner Store; Series 10

A hearing will be held by the Board of Supervisors on May 18, 2021 at which time the Board will review written arguments submitted by "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 or opposed to the issuance of the license." The written arguments may be submitted to the Clerk of the Board within 20 days after the date of posting. Please fill out Sections 1 and 2 below and return to Melissa Henderson, Deputy Clerk, by *no later* than May 3, 2021.


Section 1 – Inspect the premises to verify compliance with A.R.S. §4-207 for a Series 6, 7, 9, 10 or 12G application.

This application meets the requirements of A.R.S. §4-207.

Circle One: Yes No N/A

Section 2 – Please indicate whether the applicant has any pending issues with regard to *your* department, such as building permits, Building Code clearance requirements, etc.

NOT AT THIS TIME

Signed: 

ARF-6606

Regular Agenda Item 3. A.

Regular BOS Meeting

Meeting Date: 05/18/2021

Submitted For: Sarah White, Chief Administrative Officer

Submitted By: Betty Hurst, Contracts Administrator

Department: Sheriff's Office

Fiscal Year: 2021

Budgeted?: Yes

Contract Dates 05-18-21 to 12-31-21

Grant?: Yes

Begin & End:

Matching No

Fund?: Renewal

Requirement?:

Information

Request/Subject

Use of Cooperative Agreement No. ADSPO17-166124 with San Tan Ford for the purchase of two 2021 Ford Expeditions SSVs.

Background Information

The Sheriff's Office received Proposition 207 grant funding for equipment for the purchase of two (2) 2021 Ford Expedition SSVs with installed equipment.

It is the intent of this agenda request to establish the purchase of two (2) 2021 Ford Expedition SSV 4x4 with installed equipment for the Sheriff's Office for patrol use.

Evaluation

The vehicles mentioned in the agenda request will be needed in the County's fleet of vehicles in the coming year for the Sheriff's Office for patrol use. These vehicles would replace units (to be determined) that are costing a lot of money in repairs and fuel as supported by Agile Fleet data and current General Services Fleet Division Vehicle Replacement Plan data. Vehicles (to be determined) will be used as a "trade-in" to prevent increasing the size of the fleet and will be disposed of at auction.

Conclusion

The vehicles that will be purchased with this contract will be used by Sheriff's Office Patrol to replace older vehicles that have met the requirements of the County and have exceeded the recommended replacement intervals.

Recommendation

The Public Works Department Director recommends that the Board of Supervisors approve the use of State Contract No. ADSPO17-166124 with San Tan Ford for the purchase of two (2) 2021 Ford Expedition SSVs with installed equipment.

Suggested Motion

Information/Discussion/Action to approve the use of State of Arizona Procurement Office Contract No. ADSPO17-166124 with San Tan Ford in the amount of \$131,570 for the purchase of two 2021 Ford Expedition SSVs with installed equipment. **(Mathew Binney)**

Attachments

Contract Agreement No. ADSPO17-166124

San Tan Ford-Proposal

State Contract Renewal

CONTRACT AGREEMENT

Contract Name: Purchase two (2) 2021 Ford Expedition SSV 4x4 Contract No.: ADSP017-166124 State of Arizona Procurement Office

Statement of Purpose and Need (3-5 Sentences) Gila County wishes to utilize San Tan Ford for the purchase of two (2) 2021 Ford Expedition SSV 4x4 vehicles. All documents executed by the State of Arizona on Contract No. ADSP017-166124, apply to this procurement between Gila County and San Tan Ford.

Contract End Date: 12-31-21 Renewal Option: Yes No

Maximum Dollar Limit: \$131,570.00

Contract Information

Firm Name: San Tan Ford Contact Person: Joe Sanchez
Address: 1429 East Motorplex Phone No: 480-621-3741
City: Gilbert State: AZ 85297 Fax: _____ Email: joesanchez@santanford.com

Special Notes:
Gila County is part of the Arizona State Purchasing Cooperative – Procure AZ, for cooperative purchasing. By using the State contract with San Tan Ford, it will save the county in both time and money for a rate that already been established in the State of Arizona bidding process.

Authorization to use a Cooperative Purchasing Agreement with the State of Arizona, Contract No. ADSP017-166124 approved this _____ day of _____, 2021.

GILA COUNTY BOARD OF SUPERVISORS

Tim R. Humphrey, Board of Supervisors

ATTEST

Marian Shepperd, Clerk of the Court

APPROVED AS TO FORM

The Gila County Attorney's Office

Prepared for: Mary Springer, Finance Director, Gila County

1400 E Ash St

Globe, AZ 85501

Office: 928-402-8516

Email: mspringer@gilacountyaz.gov

End User FIN Code: QA521

Ship to:

Mary Springer, Gila County

1400 E Ash St,

Globe, AZ, 85501

2021 Expedition 4dr 4x4 XL (U1G)

Price Level: 115



Client Proposal

Prepared by:

Joe Sanchez

Office: 480-621-3741

Email: joesanchez@santanford.com

Quote ID: 33121-1

Date: 04/07/2021



San Tan Ford | 1429 East Motorplex Loop, Gilbert, Arizona, 852970410

Office: 480-821-3200 | Fax: 480-988-1691



Government Fleet Account Manager

Joe Sanchez (480) 621-3741 joesanchez@santanford.com
 Department Fax (480) 621-3796

Date: March 31, 2021

Customer: Gila County

Line Item/State Contract #: U1G / ADSP017-166124

Vehicle Description: 2021 Ford Expedition SSV 4X4

with 3.5L EcoBoost V6 Engine

Base Bid Price \$38,698.00

Upgrade Options

| | |
|-----------------------------------|----------------------|
| 1 Heavy-Duty Trailer Tow Package | 795.00 |
| 2 4 Keys with 2 FOBS | Standard on Contract |
| 3 Upgrade 3 Keys WITH FOBS | 900.00 |
| 4 Window Tint | 250.00 |
| 5 Emergency Equipment | 19,605.46 |
| 6 Pride Outfitting Quote# OP-6541 | |
| 7 Graphics Package | 771.95 |
| 8 | |
| 9 | |
| 10 | |
| 11 | |
| 12 | |
| 13 | |
| 14 | |
| 15 | |
| 16 | |
| 17 | |
| 18 | |
| 19 | |
| 20 | |

\$22,322.41

Bid Price (with options) **\$61,020.41**

Tire Tax 5.00
 Sales Tax (7.80%) 4,759.59

Ford Extended Service Plan

Transportation Fee

Total Delivered Price **\$65,785.00**

Notes:

*Thank You,
 Joe*

Prepared for: Mary Springer

Finance Director, Gila County

Prepared by: Joe Sanchez

04/07/2021



San Tan Ford | 1429 East Motorplex Loop Gilbert Arizona | 852970410

2021 Expedition 4dr 4x4 XL (U1G)

Price Level: 115 | Quote ID: 33121-1

As Configured Vehicle

| Code | Description | MSRP |
|------------------------------|--|-------------|
| Base Vehicle | | |
| U1G | Base Vehicle Price (U1G) | \$52,075.00 |
| Powertrain | | |
| 99T | Engine: 3.5L EcoBoost V6 <i>Includes auto start-stop technology.</i> | Included |
| 44U | Transmission: 10-Speed Automatic w/SelectShift | Included |
| STDGV | GVWR: 7,450 lbs | Included |
| Seats & Seat Trim | | |
| L | Cloth Front Captain's Chairs <i>5-passenger seating. Includes 8-way power driver seat (power function for tilt and lumbar, manual recline), 4-way manual passenger seat (fore/aft, recline) and 2-way manually adjustable head restraints.</i> | Included |
| Other Options | | |
| PAINT | Monotone Paint Application | STD |
| 122WB | 122" Wheelbase | STD |
| STDRD | Radio: AM/FM Stereo w/MP3 Capable <i>Includes speed-compensated volume and 6 speakers. Includes: - SYNC Communications & Entertainment System Includes enhanced voice recognition, 4.2" LCD screen in center stack, AppLink, 911 Assist and smart charging USB ports (first row - (1) A and (1) C, second row - (1) A and (1) C in the back side of the center floor console).</i> | Included |
| Emissions | | |
| 425 | 50 States Emissions System | STD |
| Interior Color | | |
| LH_01 | Ebony | N/C |
| Exterior Color | | |
| YZ_01 | Oxford White | N/C |

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mary Springer

Finance Director, Gila County

Prepared by: Joe Sanchez

04/07/2021



San Tan Ford | 1429 East Motorplex Loop Gilbert Arizona | 852970410

2021 Expedition 4dr 4x4 XL (U1G)

Price Level: 115 | Quote ID: 33121-1

As Configured Vehicle (cont'd)

| Code | Description | MSRP |
|---------------------------|---|--------------------|
| Fleet Options | | |
| 102A | Equipment Group 102A SSV Package <i>Includes:</i> - Engine: 3.5L EcoBoost V6 <i>Includes auto start-stop technology.</i> - Transmission: 10-Speed Automatic w/SelectShift - ControlTrac w/3.73 Axle Ratio <i>Includes eLSD (Electronic Limited-Slip Differential).</i> - 2-Speed Automatic 4WD <i>Includes neutral towing capability.</i> - GVWR: 7,450 lbs - Cloth Front Captain's Chairs 5-passenger seating. <i>Includes 8-way power driver seat (power function for tilt and lumbar, manual recline), 4-way manual passenger seat (fore/aft, recline) and 2-way manually adjustable head restraints.</i> - Radio: AM/FM Stereo w/MP3 Capable <i>Includes speed-compensated volume and 6 speakers.</i> - SYNC Communications & Entertainment System <i>Includes enhanced voice recognition, 4.2" LCD screen in center stack, AppLink, 911 Assist and smart charging USB ports (first row - (1) A and (1) C, second row - (1) A and (1) C in the back side of the center floor console).</i> - Column Shifter - Vinyl Floor Covering - Vinyl 2nd Row Seating - Skid Plates <i>Includes fuel tank underbody protection.</i> - Center Console Delete <i>Deletes armrest and covered media bin.</i> - Running Board Delete - USB Port Delete <i>Deletes second row smart charging USB port - one (1) A and one (1) C in the back side of the center floor console.</i> - Manual Telescoping Steering Wheel Delete - Push Button Keyless Start Delete | -\$2,080.00 |
| 62E | ControlTrac w/3.73 Axle Ratio <i>Includes eLSD (Electronic Limited-Slip Differential).</i> <i>Includes:</i> - 2-Speed Automatic 4WD <i>Includes neutral towing capability.</i> | Included |
| NONTR2 | Tires: P275/65R18 AT OWL w/536 | Included |
| NONWL1 | Wheels: 18" Machined-Face Aluminum w/536 <i>Includes magnetic painted pockets.</i> | Included |
| 536 | Heavy-Duty Trailer Tow Package <i>Includes:</i> - Wheels: 18" Machined-Face Aluminum w/536 <i>Includes magnetic painted pockets.</i> - Tires: P275/65R18 AT OWL w/536 - Heavy-Duty Engine Radiator - Integrated Trailer Brake Controller | \$795.00 |
| SUBTOTAL | | \$50,790.00 |
| Destination Charge | | \$1,695.00 |

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Finance Director, Gila County

Prepared by: Joe Sanchez

04/07/2021



San Tan Ford | 1429 East Motorplex Loop Gilbert Arizona | 852970410

2021 Expedition 4dr 4x4 XL (U1G)

Price Level: 115 | Quote ID: 33121-1

As Configured Vehicle (cont'd)

| Code | Description | MSRP |
|-------------|--------------------|-------------|
| TOTAL | | \$52,485.00 |

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Finance Director, Gila County

Prepared by: Joe Sanchez

04/07/2021



San Tan Ford | 1429 East Motorplex Loop Gilbert Arizona | 852970410

2021 Expedition 4dr 4x4 XL (U1G)

Price Level: 115 | Quote ID: 33121-1

Pricing Summary - Single Vehicle

| | | | MSRP |
|-----------------------------|-------------------------------|--|--------------------|
| <i>Vehicle Pricing</i> | | | |
| Base Vehicle Price | | | \$52,075.00 |
| Options | | | -\$1,285.00 |
| Colors | | | \$0.00 |
| Upfitting | | | \$0.00 |
| Fleet Discount | | | \$0.00 |
| Destination Charge | | | \$1,695.00 |
| Subtotal | | | \$52,485.00 |
| <i>Pre-Tax Adjustments</i> | | | |
| Code | Description | | MSRP |
| Discount | San Tan Ford Vehicle Discount | | -\$12,992.00 |
| Tint | Window Tint | | \$250.00 |
| KEYS w/ FOBS | UPGRADE 3 Keys with FOBS | | \$900.00 |
| Graphics | | | \$771.95 |
| Pride Group | Emergency Equipment | | \$19,605.46 |
| <i>Quote# OP-</i> | | | |
| Subtotal | | | \$61,020.41 |
| <i>Sales Taxes</i> | | | |
| Code | Description | | MSRP |
| City Sales Tax | Gilbert Sales Tax | | \$915.31 |
| State Tax | Arizona State Sales Tax | | \$3,844.29 |
| Subtotal | | | \$65,780.01 |
| <i>Post-Tax Adjustments</i> | | | |
| Code | Description | | MSRP |
| Tire Tax | Tire Tax | | \$5.00 |
| Subtotal | | | \$65,785.01 |
| Total | | | \$65,785.01 |

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Finance Director, Gila County

Prepared by: Joe Sanchez

04/07/2021



San Tan Ford | 1429 East Motorplex Loop Gilbert Arizona | 852970410

2021 Expedition 4dr 4x4 XL (U1G)

Price Level: 115 | Quote ID: 33121-1

Pricing Summary - Single Vehicle

Customer Signature

Acceptance Date

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Prepared for: Mary Springer

Finance Director, Gila County

Prepared by: Joe Sanchez

04/07/2021



San Tan Ford | 1429 East Motorplex Loop Gilbert Arizona | 852970410

2021 Expedition 4dr 4x4 XL (U1G)

Price Level: 115 | Quote ID: 33121-1

Pricing Summary - Multiple Vehicles

| | | | MSRP |
|-----------------------------|-------------------------------|--|---------------------|
| <i>Vehicle Pricing</i> | | | |
| Base Vehicle Price | | | \$208,300.00 |
| Options | | | -\$5,140.00 |
| Colors | | | \$0.00 |
| Upfitting | | | \$0.00 |
| Fleet Discount | | | \$0.00 |
| Destination Charge | | | \$6,780.00 |
| Subtotal | | | \$209,940.00 |
| <i>Pre-Tax Adjustments</i> | | | |
| Code | Description | | MSRP |
| Discount | San Tan Ford Vehicle Discount | | -\$51,968.00 |
| Tint | Window Tint | | \$1,000.00 |
| KEYS w/ FOBS | UPGRADE 3 Keys with FOBS | | \$3,600.00 |
| Graphics | | | \$3,087.80 |
| Pride Group | Emergency Equipment | | \$78,421.84 |
| <i>Quote# OP-</i> | | | |
| Subtotal | | | \$244,081.64 |
| <i>Sales Taxes</i> | | | |
| Code | Description | | MSRP |
| City Sales Tax | Gilbert Sales Tax | | \$3,661.22 |
| State Tax | Arizona State Sales Tax | | \$15,377.14 |
| Subtotal | | | \$263,120.00 |
| <i>Post-Tax Adjustments</i> | | | |
| Code | Description | | MSRP |
| Tire Tax | Tire Tax | | \$20.00 |
| Subtotal | | | \$263,140.00 |
| Total | | | \$263,140.00 |

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Prepared for: Mary Springer

Finance Director, Gila County

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04/07/2021



San Tan Ford | 1429 East Motorplex Loop Gilbert Arizona | 852970410

2021 Expedition 4dr 4x4 XL (U1G)

Price Level: 115 | Quote ID: 33121-1

Pricing Summary - Multiple Vehicles

Customer Signature

Acceptance Date

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PO Box 11100 Chandler AZ 85248 480.663.3911

Safeguarding
Our
Heroes™

Proposal OP-6541

Project:

04_2021_Gila_County_Expedition_Patrol_4

4/2/2021

Preferred Client:

San Tan Auto Partners, LLC
1429 E Motorplex Loop
Gilbert AZ 85297

Revision

1.0

P.O. No.

Terms

Net 30

FOB

Chandler, AZ

480-621-3741

karlajinenez@santanford.com

Pride Group Rep.

Jason

| Description | Qty | Price/ | Total |
|---|-----|----------|----------|
| Vin# 2018-21 Ford Expedition "PB450L4 With SOUNDOFF SIGNAL MPOWER" 2 forward/ 2 sides | 1 | 899.00 | 899.00 |
| 100J Series Composite Speaker w/ Universal Bail Bracket - 100 watt | 1 | 160.71 | 160.71 |
| SS Multi Pattern Headlight Flasher 100% | 1 | 45.00 | 45.00 |
| Blue Spyder - Power Isolation Management System - 26 Circuit Standalone 12V Vehicle Wiring Solution Including, 18 adjustable timed circuits ranging 30 minutes to 8 hours, 8 constant battery circuits 150 AMP circuit protection , GXL heat resistant wiring, 20-16g circuits, 2-14g circuits, 2-12g circuits, 2-10g circuits | 1 | 549.00 | 549.00 |
| 6" Black LED Spotlight | 1 | 333.65 | 333.65 |
| LH Spotlight Bracket / Install Kit | 1 | 44.00 | 44.00 |
| 54" nForce Lightbar. Driver Front R/W, Pass Front B/W, Front center module R/B/W, Driver Rear R/A, Pass Rear B/A, Rear center module R/B/A. with Alleys. | 1 | 2,233.91 | 2,233.91 |
| Intersector Under Mirror Surface Mount Light w/ inline flasher Dual Color - Red / White | 1 | 191.57 | 191.57 |
| Intersector Under Mirror Surface Mount Light w/ inline flasher, BLUE / WHITE | 1 | 191.57 | 191.57 |
| MC 18" L-shape console; 7" slope/ 11" level | 1 | 369.51 | 369.51 |
| FP-ICOMA120 (1) FP-VX6000 (1) FP-ETSA481 (1) 2015-20/F-150/2017 F250-550/ *2018 Expedition floor plate; For bucket seat trucks or factory console removed. | 1 | 133.46 | 133.46 |
| Mic Clip | 2 | 9.25 | 18.50 |
| 4" internal dual beverage holder | 1 | 40.11 | 40.11 |
| nERGY® 400 Series Multi-Function Siren w/ Button Control, 10-16v - for one 100 watt speaker | 1 | 434.57 | 434.57 |
| 2" face plate pre-punched w/ holes for (2) DC outlets & (1) dual-port USB module | 1 | 58.29 | 58.29 |
| Brother printer mount armrest. | 1 | 327.86 | 327.86 |
| Toughbook Certified Docking Station for Panasonic Toughbook CF-30 and CF-31 Laptops with Dual Pass-through Antenna | 1 | 991.36 | 991.36 |
| 120 Watt Power Supply for use with DS-PAN-110 Series Docking Stations | 1 | 207.04 | 207.04 |

Sales Tax (7.8%)

Total

Thank you for the opportunity.



PO Box 11100 Chandler AZ 85248 480.663.3911

Safeguarding
Our
Heroes™

Proposal OP-6541

Project:

04_2021_Gila_County_Expedition_Patrol_4

4/2/2021

Preferred Client:

San Tan Auto Partners, LLC
1429 E Motorplex Loop
Gilbert AZ 85297

Revision

1.0

P.O. No.

Terms

Net 30

FOB

Chandler, AZ

480-621-3741

karlajinenez@santanford.com

Pride Group Rep.

Jason

| Description | Qty | Price/ | Total |
|---|-----|----------|----------|
| 10" Heavy Duty Telescoping Pole, Side Mount | 1 | 130.54 | 130.54 |
| 11" Slide Out Locking Swing Arm with Motion Adapter | 1 | 340.54 | 340.54 |
| Weapon Armour Universal Dual Gun rack includes 2 SC6 lock SPECIFY key and partition brackets, 2 keys | 1 | 500.19 | 500.19 |
| White / Red Dome Light, ALL LED Universal | 2 | 66.86 | 133.72 |
| Stinger DS LED HL - 120V/100V AC/12V DC Smart Charge PiggyBack. | 1 | 190.03 | 190.03 |
| 2018+ Ford Expedition 8VS XL 1/2 Polycarb 1/2 Vinyl Expanded Metal. | 1 | 719.10 | 719.10 |
| 8+ Ford Expedition 12 vs 2nd Vinyl Coated Expanded Metal Partition. | 1 | 404.10 | 404.10 |
| 18+ Ford Expedition Window Barrier Poly Works with Stock and Aftermarket Door Panels. | 1 | 260.10 | 260.10 |
| 18+ Ford Expedition Door Panel VS Aluminum Replaces OEM- Standard length | 1 | 166.50 | 166.50 |
| Single Drawer 44"Wx42"DX16"Tall W/Lockout-Pullout Top Tray 44" Wide x 36"Deep x 4"Tall + Expanded Metal Screen. | 1 | 2,052.00 | 2,052.00 |
| Adjustable Divider For Box Drawer. | 1 | 135.71 | 135.71 |
| mpower® 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 12 LED, Dual Color - Red/Blue | 2 | 126.00 | 252.00 |
| mPower 90 Degree Bracket with 15 Degrees of Adjustment for Stud Mount Lights | 2 | 7.71 | 15.42 |
| mpower® 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 12 LED, Dual Color - Red/Blue | 4 | 126.00 | 504.00 |
| mPower 90 Degree Bracket with 15 Degrees of Adjustment for Stud Mount Lights | 4 | 7.71 | 30.84 |
| DEI Magnetic Switch, NO/NC | 1 | 8.21 | 8.21 |
| mpower® 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 8 LED, Single Color - Red | 1 | 117.64 | 117.64 |
| mpower® 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 8 LED, Single Color - Blue | 1 | 117.64 | 117.64 |
| mPower 90 Degree Bracket with 15 Degrees of Adjustment for Stud Mount Lights | 2 | 7.71 | 15.42 |
| Flashback Alternating Taillight Flasher | 1 | 49.50 | 49.50 |
| Golden Eagle II dual antenna, Ka-Band DCM w/TruTrak | 1 | 2,195.00 | 2,195.00 |
| Double Shield 0-6000 MHz, 3/4" Mount, RG58/U, No Connector - 25' | 4 | 18.48 | 73.92 |
| Larsen BLACK Plastic Rain Cap for NMO Mount | 1 | 5.01 | 5.01 |
| GLHPDLTEMIMO-LTW | 1 | 275.37 | 275.37 |
| PCTEL's GLHPDLTEMIMO-LTW five-port white narrow trooper style mobile antenna with two (2) LTE bands, two (2) Wi-Fi bands, GPS + GLONASS, and 17 ft cables | 2 | 6.43 | 12.86 |
| 5 Degree Wedge Assembly, Black, for use with 4" Quick Mount Light | 1 | 35.99 | 35.99 |
| Trimble 66800-52-SP: 3 Volt Magnetic Mount GPS Antenna with SMA connector | 1 | 35.99 | 35.99 |

Sales Tax (7.8%)

Total

Thank you for the opportunity.



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Proposal OP-6541

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04_2021_Gila_County_Expedition_Patrol_4

4/2/2021

Preferred Client:

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Gilbert AZ 85297

Revision

1.0

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Chandler, AZ

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karlajinenez@santanford.com

Pride Group Rep.

Jason

| Description | Qty | Price/ | Total |
|---|------|--------|----------|
| Shipping & Handling | 2 | 225.00 | 450.00 |
| Window Tint | 1 | 145.00 | 145.00 |
| Wire, Loom, Heat Shrink, Zip Ties and Connectors. | 4 | 50.00 | 200.00 |
| Professional Installation Services | 35.5 | 80.00 | 2,840.00 |

Sales Tax (7.8%)

\$0.00

Total

\$19,605.46

Signature _____ Print Name _____

Thank you for the opportunity.

ALL RATES NOTED HEREIN ARE ONLY VALID FOR 30 DAYS. Please make checks payable to "Pride Outfitting" and note invoice/proposal number.

PAYMENT POLICY: Pride Outfitting requires 50% deposits on all accounts. The balance is due prior to or at delivery of equipment of service unless otherwise stated. All late payments will be subject to an 18% APR late fee. The policies, rates and conditions are considered approved and in effect upon receipt of any payment, service or equipment. A restocking fee will be applied to equipment cancelled following approval at 100%. 75% if less than 14 days & 50% if less than 21 days.

Prepared for: Mary Springer

Finance Director, Gila County

Prepared by: Joe Sanchez

04/07/2021



San Tan Ford | 1429 East Motorplex Loop Gilbert Arizona | 852970410

2021 Expedition 4dr 4x4 XL (U1G)

Price Level: 115 | Quote ID: 33121-1

Selected Equip & Specs

Dimensions

- Exterior length: 210.0"
- Exterior height: 76.4"
- Front track: 67.6"
- Turning radius: 20.5'
- Front legroom: 43.9"
- Front headroom: 42.0"
- Front hiproom: 62.2"
- Front shoulder room: 64.9"
- Approach angle: 23.3 deg
- Cargo volume: 63.6cu.ft.
- Maximum cargo volume: 104.6cu.ft.
- Exterior width: 79.9"
- Wheelbase: 122.5"
- Rear track: 67.2"
- Min ground clearance: 9.8"
- Rear legroom: 41.5"
- Rear headroom: 40.0"
- Rear hiproom: 62.6"
- Rear shoulder room: 64.8"
- Departure angle: 21.9 deg
- Cargo volume seats folded: 63.6cu.ft.

Powertrain

- EcoBoost 375hp 3.5L DOHC 24 valve twin turbo V-6 engine with variable valve control, gasoline direct injection
- Driver selectable mode
- LEV3-ULEV70
- Part and full-time
- Fuel Economy City: 17 mpg
- Capless fuel filler
- Auto stop-start feature
- Recommended fuel : premium unleaded
- 10 speed automatic transmission with overdrive
- * **Limited slip differential**
- Fuel Economy Highway: 22 mpg

Suspension/Handling

- Front independent double wishbone suspension with anti-roll bar, gas-pressurized shocks
- Speed-sensing electric power-assist rack-pinion Steering
- P275/65TR18 OWL AT front and rear tires
- Rear independent multi-link suspension with anti-roll bar, gas-pressurized shocks
- Front and rear 18 x 8.5 machined w/painted accents aluminum wheels

Body Exterior

- 4 doors
- Black door mirrors
- * **Class IV trailer hitch with with brake controller and trailer sway control**
- Trailer harness
- Front and rear 18 x 8.5 wheels
- Driver and passenger power remote heated, manual folding door mirrors
- Body-coloured bumpers
- Roof rack rails only
- Clearcoat paint
- 2 front tow hook(s)

Convenience

- Manual air conditioning with air filter
- Rear HVAC with separate controls

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Prepared by: Joe Sanchez

04/07/2021



San Tan Ford | 1429 East Motorplex Loop Gilbert Arizona | 852970410

2021 Expedition 4dr 4x4 XL (U1G)

Price Level: 115 | Quote ID: 33121-1

Selected Equip & Specs (cont'd)

- Auxiliary rear heater
- Power windows
- Driver and passenger 1-touch down
- Manual tilt steering wheel
- FordPass Connect 4G internet access
- Wireless phone connectivity
- 2 1st row LCD monitors
- Dual expandable coverage illuminated visor mirrors
- Rear door bins
- Cruise control with steering wheel controls
- Driver and passenger 1-touch up
- Remote power door locks with 2 stage unlock and illuminated entry
- Day-night rearview mirror
- SYNC 3 911 Assist emergency SOS
- SYNC 3 AppLink smart device integration
- Front and rear cupholders
- Driver and passenger door bins

Seats and Trim

- Seating capacity of 5
- 8-way 6-way power driver seat adjustment
- Power height adjustable driver seat
- 40-20-40 folding rear split-bench seat
- Metal-look gear shifter material
- Cargo net
- Front bucket seats
- Power 2-way driver lumbar support
- 4-way passenger seat adjustment
- Cloth seat upholstery
- Leather steering wheel

Entertainment Features

- AM/FM/Satellite-prep radio with radio data system
- External memory control
- 6 speakers
- Window grid antenna
- Auxiliary audio input
- Steering wheel mounted radio controls
- Streaming audio

Lighting, Visibility and Instrumentation

- Halogen aero-composite headlights
- Auto on/off headlights
- Variable intermittent front windshield wipers
- Fixed interval rear windshield wiper
- Fixed rearmost windows
- Front and rear reading lights
- Voltmeter
- Outside temperature display
- Low tire pressure warning
- Trip odometer
- Blind spot
- Delay-off headlights
- Front fog lights
- Speed sensitive wipers
- Rear window defroster
- Deep tinted windows
- Tachometer
- Compass
- Camera(s) - rear with washer
- Trip computer
- Lane departure

Safety and Security

- 4-wheel ABS brakes
- Electric parking brake
- Brake assist with hill descent control with hill hold control
- 4-wheel disc brakes

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Prepared for: Mary Springer

Finance Director, Gila County

Prepared by: Joe Sanchez

04/07/2021



San Tan Ford | 1429 East Motorplex Loop Gilbert Arizona | 852970410

2021 Expedition 4dr 4x4 XL (U1G)

Price Level: 115 | Quote ID: 33121-1

Selected Equip & Specs (cont'd)

- Electronic stability control
- Dual front impact airbag supplemental restraint system
- Safety Canopy System curtain 1st, 2nd and 3rd row overhead airbag supplemental restraint system
- Remote activated perimeter/approach lighting
- Security system with SecuriLock immobilizer and stolen vehicle tracking system
- Manually adjustable front head restraints
- Blind spot
- ABS and driveline traction control
- Dual seat mounted side impact airbag supplemental restraint system
- Airbag supplemental restraint system occupancy sensor
- Power remote door locks with 2 stage unlock and panic alarm
- MyKey restricted driving mode
- Fixed rear head restraints
- Ford Co-Pilot360 - Pre-Collision Assist with Automatic Emergency Braking (AEB) Feature

Dimensions

General Weights

| | | | |
|---------------|------------|------------|------------|
| Curb | 5,692 lbs. | GVWR | 7,450 lbs. |
| Payload | 1,700 lbs. | | |

Front Weights

| | | | |
|------------------|------------|-------------------------|------------|
| Front GAWR | 3,450 lbs. | Front curb weight | 2,913 lbs. |
|------------------|------------|-------------------------|------------|

Rear Weights

| | | | |
|-----------------|------------|------------------------|------------|
| Rear GAWR | 4,380 lbs. | Rear curb weight | 2,779 lbs. |
|-----------------|------------|------------------------|------------|

Trailer Type

| | | | |
|---------------------------------|------------|----------------------------|-----|
| Type | Regular | Harness | Yes |
| * Class | IV | Hitch | Yes |
| * Brake controller | Yes | Trailer sway control | Yes |

General Trailering

| | | | |
|--------------------------------|------------------|---------------------|-------------------|
| * Towing capacity | 9200 lbs. | * GCWR | 15500 lbs. |
|--------------------------------|------------------|---------------------|-------------------|

Fuel Tank type

| | | | |
|----------------|-----------|---------------------------|-----|
| Capacity | 23.3 gal. | Capless fuel filler | Yes |
|----------------|-----------|---------------------------|-----|

Off Road

| | | | |
|----------------------------|--------|----------------------------|--------|
| Approach angle | 23 deg | Departure angle | 22 deg |
| Ramp breakover angle | 21 deg | Min ground clearance | 10 " |
| Load floor height | 35 " | | |

Interior cargo

| | | | |
|----------------------------|--------------|---------------------------------|-------------|
| Cargo volume | 63.6 cu.ft. | Cargo volume seats folded | 63.6 cu.ft. |
| Maximum cargo volume | 104.6 cu.ft. | | |

Powertrain

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04/07/2021



San Tan Ford | 1429 East Motorplex Loop Gilbert Arizona | 852970410

2021 Expedition 4dr 4x4 XL (U1G)

Price Level: 115 | Quote ID: 33121-1

Selected Equip & Specs (cont'd)

Engine Type

| | | | |
|------------------------|------------------|------------------------------|---------------------------|
| Brand | EcoBoost | Block material | Aluminum |
| Cylinders | V-6 | Head material | Aluminum |
| Ignition | Spark | Injection | Gasoline direct injection |
| Liters | 3.5L | Orientation | Longitudinal |
| Recommended fuel | Premium unleaded | Valves per cylinder | 4 |
| Valvetrain | DOHC | Variable valve control | Yes |
| Forced induction | Twin turbo | | |

Engine Spec

| | | | |
|--------------------|------------|-------------------------|--------|
| Bore | 3.64" | Compression ratio | 10.5:1 |
| Displacement | 213 cu.in. | Stroke | 3.41" |

Engine Power

| | | | |
|--------------|--------------------|--------------|------------------------|
| Output | 375 HP @ 5,000 RPM | Torque | 470 ft.-lb @ 3,500 RPM |
|--------------|--------------------|--------------|------------------------|

Alternator

| | |
|------------|-----|
| Amps | 150 |
|------------|-----|

Battery

| | | | |
|---------------------------|-----|--------------------------|-----|
| Amp hours | 72 | Cold cranking amps | 675 |
| Run down protection | Yes | | |

Engine Extras

| | | | |
|------------------------------|-----------|-------------------------------|-----|
| * Radiator | HD | Auto stop-start feature | Yes |
| Driver selectable mode | Yes | | |

Transmission

| | | | |
|--------------------------|-----------|---------------|-----|
| Electronic control | Yes | Lock-up | Yes |
| Overdrive | Yes | Speed | 10 |
| Type | Automatic | | |

Transmission Gear Ratios

| | | | |
|---------------------------|-------|------------|-------|
| 1st | 4.696 | 2nd | 2.985 |
| 3rd | 2.146 | 4th | 1.769 |
| 5th | 1.52 | 6th | 1.275 |
| 7th | 1 | 8th | 0.854 |
| 9th | 0.689 | 10th | 0.636 |
| Reverse Gear ratios | 4.866 | | |

Transmission Extras

| | | | |
|------------------------------|--------------|---|------------|
| Driver selectable mode | Yes | * Sequential shift control | Yes |
| Oil cooler | Regular duty | | |

Drive Type

| | | | |
|----------------|--------------------|------------|------------|
| 4wd type | Part and full-time | Type | Four-wheel |
|----------------|--------------------|------------|------------|

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2021 Expedition 4dr 4x4 XL (U1G)

Price Level: 115 | Quote ID: 33121-1

Selected Equip & Specs (cont'd)

Drive Feature

* **Limited slip differential** **Electro-mechanical**
Locking hub control Auto

Traction control ABS and driveline
Transfer case shift Electronic

Drive Axle

* **Ratio** **3.73**

Exhaust

Material Stainless steel

System type Single

Emissions

CARB LEV3-ULEV70

EPA Tier 3 Bin 70

Fuel Economy

City 17 mpg
Fuel type Gasoline

Highway 22 mpg
Combined 19 mpg

Green Values

Energy Impact Score (Barrels per year) 17.3

Carbon FP / Tailpipe and upstream total GHG (CO₂, tons per year) 9.3

Driveability

Brakes

ABS 4-wheel
Type 4-wheel disc
Electric parking brake Yes

ABS channels 4
Vented discs Front and rear

Brake Assistance

Brake assist Yes
Hill hold control Yes

Hill descent control Yes

Suspension Control

Ride Regular

Electronic stability control Stability control with anti-roll

Front Suspension

Independence Independent
Anti-roll bar Regular

Type Double wishbone

Front Spring

Type Coil

Grade Regular

Front Shocks

Type Gas-pressurized

Rear Suspension

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04/07/2021



San Tan Ford | 1429 East Motorplex Loop Gilbert Arizona | 852970410

2021 Expedition 4dr 4x4 XL (U1G)

Price Level: 115 | Quote ID: 33121-1

Selected Equip & Specs (cont'd)

Independence Independent Type Multi-link
Anti-roll bar Regular

Rear Spring

Type Coil Grade Regular

Rear Shocks

Type Gas-pressurized

Steering

Speed-sensing Yes Activation Electric power-assist
Type Rack-pinion

Steering Specs

of wheels 2

Exterior

Front Wheels

Diameter 18" Width 8.50"

Rear Wheels

Diameter 18" Width 8.50"

Spare Wheels

Wheel material Steel

Front and Rear Wheels

Appearance Machined w/painted accents Material Aluminum

Front Tires

Aspect 65 Diameter 18"
Sidewalls OWL Speed T
Tread AT Type P
Width 275mm

Rear Tires

Aspect 65 Diameter 18"
Sidewalls OWL Speed T
Tread AT Type P
Width 275mm

Spare Tire

Mount Underbody w/crankdown Type Full-size

Wheels

Front track 67.6" Rear track 67.2"
Turning radius 20.5' Wheelbase 122.5"

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04/07/2021



San Tan Ford | 1429 East Motorplex Loop Gilbert Arizona | 852970410

2021 Expedition 4dr 4x4 XL (U1G)

Price Level: 115 | Quote ID: 33121-1

Selected Equip & Specs (cont'd)

Body Features

| | |
|-------------------|-----|
| * Skid plate(s) | 3 |
| Side impact beams | Yes |
| Front tow hook(s) | 2 |

| | |
|------------------------|---------------------------|
| Body material | Galvanized steel/aluminum |
| Active grille shutters | Yes |

Body Doors

| | |
|----------------------|--------------|
| Door count | 4 |
| Right rear passenger | Conventional |

| | |
|---------------------|--------------|
| Left rear passenger | Conventional |
| Cargo | Liftgate |

Exterior Dimensions

| | |
|-------------------------|--------|
| Length | 210.0" |
| Body height | 76.4" |
| Rear door opening width | 51.4" |

| | |
|--------------------------|-------|
| Body width | 79.9" |
| Rear door opening height | 32.7" |

Safety

Airbags

| | |
|------------------------|-----|
| Driver front-impact | Yes |
| Occupancy sensor | Yes |
| Passenger front-impact | Yes |

| | |
|-----------------------|---|
| Driver side-impact | Seat mounted |
| Overhead | Safety Canopy System curtain 1st, 2nd and 3rd row |
| Passenger side-impact | Seat mounted |

Seatbelt

| | |
|---------------------|-------|
| Rear centre 3 point | Yes |
| Pre-tensioners | Front |

| | |
|--------------------|-------|
| Height adjustable | Front |
| Pre-tensioners (#) | 2 |

Security

| | |
|-------------------------|------------|
| Immobilizer | SecuriLock |
| Restricted driving mode | MyKey |

| | |
|-------------|-----|
| Panic alarm | Yes |
|-------------|-----|

Seating

Passenger Capacity

| | |
|----------|---|
| Capacity | 5 |
|----------|---|

Front Seats

| | |
|-------|---------|
| Split | Buckets |
|-------|---------|

| | |
|------|--------|
| Type | Bucket |
|------|--------|

Driver Seat

| | |
|----------------|-------------|
| Fore/aft | Power |
| Reclining | Manual |
| Lumbar support | Power 2-way |

| | |
|-----------------------|-------|
| Height adjustable | Power |
| Way direction control | 8 |
| Cushion tilt | Power |

Passenger seat

| | |
|-----------------------|--------|
| Fore/aft | Manual |
| Way direction control | 4 |

| | |
|-----------|--------|
| Reclining | Manual |
|-----------|--------|

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Finance Director, Gila County

Prepared by: Joe Sanchez

04/07/2021



San Tan Ford | 1429 East Motorplex Loop Gilbert Arizona | 852970410

2021 Expedition 4dr 4x4 XL (U1G)

Price Level: 115 | Quote ID: 33121-1

Selected Equip & Specs (cont'd)

Remote Releases

Rear window Keyfob

Convenience Features

Retained accessory power Yes

Emergency SOS SYNC 3 911 Assist

Smart device integration App link

12V DC power outlet 4

Wireless phone connectivity Bluetooth

Door Lock Activation

Type Power with 2 stage unlock

Integrated key/remote Yes

Remote Keyfob (all doors)

Auto locking Yes

Door Lock Type

Rear child safety Manual

Tailgate/rear door lock Included with power door locks

Door Locks Extra FOB Controls

Remote engine start Smart device only

Instrumentation Type

Appearance Analog

Instrumentation Gauges

Tachometer Yes

Engine temperature Yes

Oil pressure Yes

Voltmeter Yes

Instrumentation Warnings

Oil pressure Yes

Battery Yes

Key Yes

Low washer fluid Yes

Rear cargo ajar Yes

Low tire pressure Tire specific

Engine temperature Yes

Lights on Yes

Low fuel Yes

Door ajar Yes

Brake fluid Yes

Instrumentation Displays

Clock In-radio display

Exterior temp Yes

Camera(s) - rear With washer

Compass Yes

Systems monitor Yes

Instrumentation Feature

Trip computer Yes

Lane departure Active

Forward collision Mitigation

Pedestrian detection Prevention

Trip odometer Yes

Blind spot Warning

Rear collision Warning

Steering Wheel Type

Material Leather

Tilting Manual

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2021 Expedition 4dr 4x4 XL (U1G)

Price Level: 115 | Quote ID: 33121-1

Selected Equip & Specs (cont'd)

Front Side Windows

Window 1st row activation Power

Windows Rear Side

2nd row activation Power

3rd row activation Fixed

Window Features

1-touch down Driver and passenger

1-touch up Driver and passenger

Tinted Deep

Front Windshield

Wiper Variable intermittent

Speed sensitive wipers Yes

Rear Windshield

Wiper Fixed interval

Heating Wiper park

Defroster Yes

Window Flip-up

Interior

Driver Visor

Illuminated Yes

Expandable coverage Yes

Mirror Yes

Passenger Visor

Illuminated Yes

Expandable coverage Yes

Mirror Yes

Rear View Mirror

Day-night Yes

Trim Door

Trim insert Vinyl

Headliner

Coverage Full

Material Cloth

Floor Trim

Coverage Full

* **Covering** **Vinyl/rubber**

Trim Feature

Gear shifter material Metal-look

Interior accents Metal-look

Lighting

Dome light type Fade

Front reading Yes

Illuminated entry Yes

Rear reading Yes

Variable IP lighting Yes

Overhead Console Storage

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Prepared for: Mary Springer

Finance Director, Gila County

Prepared by: Joe Sanchez

04/07/2021



San Tan Ford | 1429 East Motorplex Loop Gilbert Arizona | 852970410

2021 Expedition 4dr 4x4 XL (U1G)

Price Level: 115 | Quote ID: 33121-1

Selected Equip & Specs (cont'd)

| | | | |
|----------------------------|---------|---------------------------------|---------|
| Storage | Yes | Type | Mini |
| <i>Storage</i> | | | |
| Driver door bin | Yes | Front Beverage holder(s) | Yes |
| Glove box | Locking | Passenger door bin | Yes |
| Rear yes | Yes | Dashboard | Yes |
| Rear door bins | Yes | | |
| <i>Cargo Space Trim</i> | | | |
| Floor | Carpet | Trunk lid/rear cargo door | Plastic |
| <i>Cargo Space Feature</i> | | | |
| Net | Yes | Light | Yes |
| <i>Legroom</i> | | | |
| Front | 43.9" | Rear | 41.5" |
| <i>Headroom</i> | | | |
| Front | 42.0" | Rear | 40.0" |
| <i>Hip Room</i> | | | |
| Front | 62.2" | Rear | 62.6" |
| <i>Shoulder Room</i> | | | |
| Front | 64.9" | Rear | 64.8" |

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Prepared for: Mary Springer

Finance Director, Gila County

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San Tan Ford | 1429 East Motorplex Loop Gilbert Arizona | 852970410

2021 Expedition 4dr 4x4 XL (U1G)

Price Level: 115 | Quote ID: 33121-1

Warranty

Standard Warranty

Basic

Distance 36,000 miles Months 36 months

Powertrain

Distance 60,000 miles Months 60 months

Corrosion Perforation

Distance Unlimited miles Months 60 months

Roadside Assistance

Distance 60,000 miles Months 60 months

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ARIZONA DEPARTMENT OF TRANSPORTATION
1739 W. Jackson Street, MD 100P
Phoenix, AZ 85007
602.712.7211

Contract Amendment Summary

| | |
|---|-------------------------|
| CONTRACTOR: San Tan Auto Partners-ADSP017-166124 | AMENDMENT NO.: 3 |
| DESCRIPTION: Vehicles, New Purchases | |

Pursuant to the Uniform Terms and Conditions, Section 5, Contract Changes, the above referenced contract is amended. Summary of changes is as follows:

1. Amendment Three (3) to mutually extend this contract from April 4, 2021 through March 31, 2022 unless terminated, canceled or extended as otherwise provided in the contract.
2. All other terms, conditions and provisions of this contract remain unchanged.

ARF-6601

Regular Agenda Item 3. B.

Regular BOS Meeting

Meeting Date: 05/18/2021

Submitted For: Mary Springer, Finance Director

Submitted By: Mary Springer, Finance Director

Department: Finance

Information

Request/Subject

Information/Discussion/Action to adopt Resolution No. 21-05-02 in support of a grant application being submitted to the Ak-Chin Indian Community by the Hellsgate Fire District in the amount of \$53,932.36 to purchase a new 4x4 SUV vehicle that can respond to 911 calls for the District; and which authorizes Gila County to act as the fiscal agent by agreeing to be a pass-through agency and accept funding on behalf of the Hellsgate Fire District.

Background Information

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

pass-through agencies for non-municipal entities that are successful grant recipients. Hellsgate Fire District has applied to the Ak-Chin Indian Community for \$53,932.36 for a 4X4 SUV vehicle and upfitting to respond to 911 calls for the Fire District. According to the grant application, a resolution from a county or municipality is required stating proof of support and sponsorship and that the county or municipality will act as a pass-through agency for the grant funds.

Evaluation

Due to the short timeframe in which to submit the grant application, Hellsgate Fire District submitted the grant application to the Ak-Chin Indian Community. They have requested this resolution, so they can comply with the grant requirements. Hellsgate Fire District serves a total of 38 square miles with a target population of nearly 20,000 local community members and over 100,000 visitors to local forests in the surrounding area. The 4X4 SUV vehicle is needed to replace a vehicle with high mileage that can respond to on-scene fire and EMS crews. They are situated between the Town of Payson Fire Department and the Christopher-Kohls Fire Department and have automatic aid agreements with both.

Conclusion

The Hellsgate Fire District has a critical need for a reliable 4X4 SUV that can respond and support fire and EMS crews. With this grant request, they will be addressing the need for a vehicle that can provide this service capability.

Recommendation

Staff recommends the adoption of Resolution No. 21-05-02 and acceptance of a pass-through grant on behalf of the Hellsgate Fire District from the Ak-Chin Indian Community in the amount of \$53,932.36 that will be used to purchase a 4X4 SUV vehicle for the Hellsgate Fire District.

Suggested Motion

Information/Discussion/Action to adopt Resolution No. 21-05-02 in support of a grant application being submitted to the Ak-Chin Indian Community by the Hellsgate Fire District in the amount of \$53,932.36 to purchase a new 4x4 SUV vehicle that can respond to 911 calls for the District; and which authorizes Gila County to act as the fiscal agent by agreeing to be a pass-through agency and accept funding on behalf of the Hellsgate Fire District. **(Mary Springer)**

Attachments

Resolution 21-05-02

Ak-Chin grant application



RESOLUTION NO. 21-05-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA IN SUPPORT OF A GRANT APPLICATION BEING SUBMITTED TO THE AK-CHIN INDIAN COMMUNITY FOR THE HELLSGATE FIRE DISTRICT AND AUTHORIZING GILA COUNTY TO ACT AS THE FISCAL AGENT AND ACCEPT FUNDING ON BEHALF OF HELLSGATE FIRE DISTRICT.

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

WHEREAS, the Hellsgate Fire District will submit an application for a grant from the Ak-Chin Indian Community in the amount of \$53,932.36; and,

WHEREAS, the Hellsgate Fire District needs this supplemental funding to purchase a new 4X4 SUV vehicle with upfitting for Hellsgate Fire District; and,

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

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

PASSED AND ADOPTED this 18th day of May 2021, at Globe, Gila County, Arizona.

GILA COUNTY BOARD OF SUPERVISORS

Tim R. Humphrey, Chairman

Attest:

Marian Sheppard, Clerk of the Board

Approved as to form:

The Gila County Attorney's Office

Ak-Chin Indian Community Grant Application Cover Sheet

| | |
|--|-----------------------------------|
| Name of Applicant: Hellsgate Fire District Applicant is a: <input type="checkbox"/> City/Town/County (circle) <input checked="" type="checkbox"/> Other: Fire District | |
| Mayor/Supervisor/Chairman/President: Garah Monnich | |
| Contact Person and Title: Morey Morris, Fire Chief | |
| Applicant Address (administrative office): 80 S. Walters Lane | |
| City: Star Valley | Zip Code: 85541 |
| Applicant Mailing Address (if different): SAA | |
| City: | Zip Code: |
| Phone Number: (928) 474-3835 | Fax Number: (928) 468-0300 |
| E-mail Address: mmorris@hellsgatefire.org | |
| Fiscal Agent for any Applicant that is not a City, Town, or County <i>(Special Taxing Districts/Fire Districts must have a Fiscal Agent)</i> | |
| Contact Person: Mary Springer | |
| City/Town/County Mailing Address: 1400 E. Ash Street | |
| City: Globe | Zip Code: 85501 |
| Phone Number: (928) 402-8516 | Fax Number: (928) 425-7056 |
| E-mail Address: mspringer@gilacountyaz.gov | |

| |
|--|
| Program or Project Name: Command Vehicle Replacement |
| Purpose (Check all that apply) <input type="checkbox"/> education <input checked="" type="checkbox"/> public safety <input type="checkbox"/> health <input type="checkbox"/> environment <input type="checkbox"/> promotion of commerce <input type="checkbox"/> economic and community development |
| Purpose of Grant (brief statement): need to replace old, worn-out, and high mileage vehicles with a new 4X4 SUV that can respond on 911 calls for service where command presence is needed to direct the on-scene activities of fire and EMS crews. |
| |
| Beginning and Ending Date of Program or Project: September 10, 2021 (beginning); February 25, 2022 |
| Amount Requested: \$50,440.40 (vehicle only) Total Cost: \$53,932.36 (vehicle+outfitting) |
| Geographic Area Served: 1°-Gila County (Payson area); 2°- State of Arizona |

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

Signature:  Date: April 27, 2021
For the Applicant: _____

Typed/Printed Name and Title: **Morey K Morris, Fire Chief, Hellsgate Fire Department**

For the Fiscal Agent:  Date: 4-27-2021
(If applicable) _____

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

Ak-Chin Indian Community 2021 Prop 202 – 12% Contribution Grant Application

OUTLINE

Purpose of Grant

Project

The Hellsgate Fire District is seeking financial assistance in purchasing a **Fire Command Vehicle** that will replace aged and high mileage vehicles currently in use. The vehicle that Hellsgate is requesting to purchase is a 2022 Ford Police Interceptor Utility vehicle. This vehicle is built on the newer Ford Explorer chassis but has the added safety features on the Police Interceptor.

Target Population

The primary area that will be served is in Gila County, Arizona. Hellsgate uses three fire stations located in Star Valley, AZ, Tonto Village, AZ, and Meads/Collins Ranch area. Also, Hellsgate Fire provides services to 12 unincorporated communities. The geographic area is bound roughly by the Town of Payson on the west side to Christopher Creek on the east. The population of Star Valley is around 2,000, but the area served can swell to more than 10,000 people during the summer months. Hellsgate's current service population is around 4,500. Because Hellsgate Fire is automatically dispatched by the Town of Payson, Hellsgate may respond to the Town of Payson (population over 15,000), the Pine and Strawberry areas (population 2,500), Wagon Wheel area (population 1,600), Christopher Creek (population 300). Total number being served is **-23,900** with swelling from summer months to over **34,000**. It is in those areas that Hellsgate is primarily and secondarily responding to as Battalion Chief 2 and will either be the first battalion commander on scene or could be the second battalion commander on scene. In addition to local response, Hellsgate Fire participates in the Statewide dispatching of wildland fire suppression crews to wildland fires in Arizona and the western region (including California, Nevada, New Mexico, Utah, and Colorado), and those population numbers can be in the hundreds of thousands.

AZ Highway 260 that traverses through the Fire District presents its unique situation. Between 16,978 to 19,301 vehicles pass through the District on a daily basis, and those numbers increase during summer months and holidays.

As thousands of people visit the area as either residents or visitors, the requested Command Vehicle will provide Incident Command Support with multiple channel radios, cell phones, GPS units, on board computers, lighting, and personal protective equipment for use on scene of multi-agency calls. With an Incident Command presence, higher safety is afforded to the First Responders (Fire, EMS, and Law Enforcement) and the ability to provide tactical decisions via command will ultimately help save lives and property using a technique called Risk Management Planning.

Goals and Objectives

As mentioned above, a Risk Management Plan will be put into play on 911 calls for service. We (as firefighters) will risk a lot to save savable lives; we will risk our lives a little, in a calculated

manner, to save savable property; we will not risk our lives at all for lives and property that has already been lost. It is through this plan that Incident Command takes place. The major responsibilities and the objectives of the Incident Commander (when on scene) are:

- Provide for responder safety and survival
- Protect, remove and provide care to endangered customers
- Stabilize the incident problem
- Conserve property and the environment during and after incident operations
- Provide short-term services that stabilize and begin to normalize the customer’s lives’

With the acquisition of the requested Command Vehicle, Hellsgate Fire will be able to do the following (plan to meet these goals):

- Have a reliable, low mileage vehicle that has all-wheel drive capability to maneuver and drive in snow covered, muddy or slick highways/county-forest roads to safely arrive at the scene of the 911 caller
- Equip this requested vehicle with the above-named tools such as multi frequency radios, computers, cell phones, GPS units, personal protective equipment, and other scene/command support tools
- Add multi-year extended warranty and maintenance schedules to allow this vehicle to be used for over 8 years with 150,000 miles of use
- Vehicle can be used by other agencies to meet the overall project goals
- The plan will have a short timetable to get the vehicle ready with lights, sirens, and vehicle outfitted with safety equipment/signage/decals

Timetable

The deadline for submission to the Ak Chin Indian Community is July 9, 2021, with award on or around January 1, 2022, the following timetable is submitted:

| Date | Event |
|--------------------------|---|
| April 21, 2021 | Application submitted to Gila County for signatures |
| May 17, 2021 | Gila County Board of Supervisors Resolution |
| June 1, 2021 | Quote from San Tan Ford for updated vehicle info |
| June 8, 2021 | Submission of Application to V. Smith at Ak Chin Council Secretary |
| July 12-Sept. 3, 2021 | Provide additional information to the Grant Committee at Ak Chin |
| September 6, 2021 | Coordination with Ak Chin on grant agreement |
| September 20, 2021 | Place order on vehicle with San Tan Ford (with notification of funding) |
| January 2, 2022 or after | Disbursement of Funds/deposit of Funds |
| ~ January 2, 2022 | Payment for Vehicle |
| February 1, 2022 | Vehicle Outfitted, place in service |

Resources

Funding Sources

The funding that will be received from the Ak Chin Indian Community will be a **one-time source** of funds to purchase the vehicle from the Ford Motor Corporation (via San Tan Ford). However, items needed to outfit the vehicle will come from various sources such as:

- Radios- a grant from Fort McDowell Yavapai Nation has been requested to purchase a mobile radio for this vehicle
- Code 3 Equipment (lights, sirens, etc)- some of these items will be repurposed from an older soon to be out of service vehicle; other items that no are no longer operative will be purchased from either a Public Safety sales entity or from the State of Arizona Surplus division
- Personal Protective Equipment- this will come from the Hellsgate Fire Dept EMS cache and SCBA will come from the soon to be out of service vehicle

Participating Partners/Organizations

The newly purchased command vehicle will be operated in the Payson region as a Command Post for any type of 911 call for service. This vehicle will be made ready to be used at any given moment for request. These agencies are:

- Hellsgate Fire District
- Payson Fire Department
- Pine/Strawberry Fire Dept
- Waterwheel Fire Dept
- Christopher-Kohl's Fire Dept
- Forest Lakes Fire Dept
- Gila County OEM
- Gila County Sheriff's Office
- Others

These agencies are not funding sources; however, the vehicle can be used for any sizeable event that requires the use of this Command Vehicle. This will allow for Command Officers to use the interior of the vehicle to be the command post for scalable incidents.

New/Continuing Project

This project is a **new one-time** purchase. After funds are awarded, the vehicle will become self-sustaining and will not require additional funds to stay in service. It is anticipated that this vehicle will be used for around 8-10 years (service life + extended warranty expiration).

Other Tribal Funding Requests

Hellsgate Fire has recently (April 2021) requested funding from the Ft. McDowell Yavapai Nation for assistance in purchasing 6 replacement mobile radios. This project is to allow Hellsgate Fire to become P25 Interoperable compliant with the Federal Government guidelines for Public Safety radio use and operation. This request is still pending.

In October 2020, Hellsgate Fire requested and received funding from the Gila River Indian Community for a front-line breathing air compressor. This compressor is to replace a 20+ year

old breathing air compressor at Hellsgate Fire Station #21 in Star Valley. The amount received was \$49,507.00.

In March 2020, Hellsgate Fire requested and received funding from the Tonto Apache Tribe for fire hose for several front-line apparatus. The amount received was \$25,499.00.

Reports

Hellsgate Fire District will comply with the request from Ak Chin Indian Community requirement for reporting. If any boiler plate documents exist that Ak Chin requests that we use, this will be followed. However, in the absence of such documentation, Hellsgate Fire will send at least five reports to the Community:

1. Acknowledgement of receipt of funds
2. Correspondence between San Tan Ford and Hellsgate Fire showing the build-out and order of the requested Command Vehicle
3. Report to Ak Chin Indian Community that Hellsgate Fire has received the requested and ordered vehicle from San Tan Ford
4. Report and documentation from the Business Manager from Hellsgate Fire that funds received from Ak Chin have been successfully sent and received by San Tan Ford completing the purchase of the vehicle
5. Final report and documentation from Hellsgate Fire that the vehicle has been outfitted and placed into service

All these reports will follow the timetable submitted above.

Budget

The budget for this project revolves around the quote received from San Tan Ford (in Gilbert, AZ). They are a local vendor for Ford Motor Company. The prices quoted are under the State of Arizona contract #ADSP017-166124, which uses a bid/contract with the Arizona Department of Administration. Hellsgate Fire used this Group Purchasing Organization (GPO) to assure the lowest possible prices; this also allows for some continuity between other Public Safety entities. The following is an outlined budget for the requested funds. Also, in the attachments will be the current quote from San Tan Ford (will be updated as per the timetable):

| Item # | Code | Description | Qty | Price |
|--------|------|------------------------------|-----|-------------|
| 1 | K8A | 2021 Ford Police Utility AWD | 1 | \$32,412.00 |
| 2 | 99B | 3.3L V6 Ti-VCT | 1 | (included) |
| 3 | 44U | 10-speed Auto Transmission | 1 | (included) |
| 4 | E4 | Vermillion Red Paint | 1 | (included) |
| 5 | 500A | Police Utility | 1 | (included) |
| 6 | 67H | Road Ready Package | 1 | \$3,595.00 |
| 7 | 425 | 50 States Emissions | 1 | (included) |
| 8 | 47E | 12.1" Screen | 1 | \$2,745.00 |
| 9 | | SYNC 3 | 1 | (included) |

| | | | | |
|---|--------------------------|-----------------------------|--------|--------------------|
| 10 | 66A | RR DR/LK Inop | 1 | (included) |
| 11 | 86T | RR Tailamp Package | 1 | (included) |
| 12 | 942 | Daytime running lamps | 1 | \$45.00 |
| 13 | Tint | Window Tint | 1 | \$285.00 |
| 14 | Keys | 2 Additional Keys | 2 | (included) |
| Taxable Total | | | | \$39,082.00 |
| Sales Tax | | | | \$3,048.40 |
| Warranty | | 8 Yr 150K Extended Warranty | 1 | \$4,840.00 |
| Maintenance | | 8 Yr 150K Maintenance | 1 | \$3,465.00 |
| Tire Tax | | | | \$5.00 |
| Total | | Vehicle only | | \$50,440.40 |
| <i>Following items are not requested in the Grant</i> | | | | |
| Outfitting | Decals | | 2 | \$125.00 |
| Lights/siren | Code Three equipment | | 1 set | \$709.97 |
| Side lights | Additional side lighting | | 2 sets | \$154.55 |
| Radio | Mobile Radio | | 2 | \$2,502.44 |
| Grand Total for vehicle and outfitting | | | | \$53,932.36 |

This budgeted funding amount is scheduled to be expended by Feb. 2, 2022.

Additional Information

Hellsgate Fire District is limited in its ability to generate operational funds. There are only two direct ways that are currently available to receive budgeted funds:

1. Proceeds through a property tax based in Gila County. The Fire District has been greatly hindered in being able to keep up with costs due to the limits placed on Assessed Valuation because of Prop 117.
2. The other funding source is the Arizona Fire District Assistance Tax, which is also based on Assessed Valuation. Currently, Gila County is at the maximum amount that can be levied- \$0.10 per \$100.00 assessed valuation, which creates a shortfall for all Fire Districts in Gila County

Hellsgate Fire has applied several cost cutting measures to help stabilize the budget issues. Hellsgate has reduced staff, which included hiring a part-time Fire Chief, and a reduction in force of 3 operational personnel. The Fire District actively participates in Wildland Deployments around the State of Arizona and regionally in neighboring states, which brings in sporadic income. Hellsgate has attempted to join a Joint Powers Agreement, but this did not materialize due to differing opinions from different governing bodies.

Hellsgate Fire District will continue to provide the best service possible, and with the funding for this Command Vehicle with the receipt of Prop 202 gaming funds from Ak Chin, will increase our ability to take care of lives and property to those that need it most.

The vehicle selected has many proponent items, of which one stands out- this vehicle will withstand a 75-mph rear end crash allowing for increased occupant safety.



JOSEPH WILLIAMS
GILA COUNTY ASSESSOR
1400 E ASH STREET GLOBE, AZ 85501
www.gilacountyaz.gov

April 12, 2021

Hellsgate Fire District
80 S Walters Ln
Star Valley, AZ 85541

To Whom It May Concern:

The Hellsgate Fire District, Authority ID# 11218, is a Special Taxing District within Gila County per A.R.S. Section 48, Chapter 5, Articles 1 through 3.

Best Regards,

Joseph G. Williams
Gila County Assessor
(928) 402-8711 office
(928) 200-6457 cell
jwilliams@gilacountyaz.gov

Globe Main Office: (928) 402-8714 / Fax: (928) 425-0408
Payson Field Office: (928) 472-7973 / Fax: (928) 468-9762



Douglas A. Ducey
Governor

Office of the State Forester
Arizona Department of Forestry
and Fire Management



David Tenney
State Forester

Date: April 25, 2021

Ak-Chin Indian Community
42507 W. Peters and Nall Rd.
Maricopa, AZ 85138

Dear Community Council Chair and Members,
I am Cassie Peters, Asst. Director-State Fire Marshal; on behalf of the Arizona Department of Forestry and Fire Management-Office of State Fire Marshal, I am providing this correspondence in support of Hellsgate Fire Department, Fire Chief Morey Morris.

Chief Morris and I served as colleagues on the City of Phoenix Fire Department collectively totaling 58 years; my career span 31 years and his 27 years. Furthermore, the Arizona Office of State Fire Marshal has interacted with Chief Morris and Staff Members of the Hellsgate Fire Department, during Regional Meetings, Conferences, as attendees at State Fire School Training, and during administrative processes regularly conducted by this office. In all situations, the fire chief and this department's staff members consistently has demonstrated and personify good Customer Service, a Desire to Learn, Professionalism, and both Commitment and Dedication. It is a privilege and honor to provide this reference for the Ak-Chin Community Council.

If you have questions or need, any further information, please let me know.

Be Safe,

Cassie Peters

Cassie Peters, Asst. Director-State Fire Marshal

Duty ♦ Respect ♦ Integrity

San Tan Ford



Quote To:

Hellsgate Fire Department

QR856

Attn: Morey Morris

Jared Smith
1429 E. Motorplex Loop
Gilber, AZ 85297

ADSP017-166124

Phone: 480-821-3200 Ext 4099
Cell: 623-302-1154

Page 1 of 2

| Line Item: | | Description | Price |
|------------|------|------------------------------|-------------|
| 1 | K8A | 2021 Ford police Utility AWD | \$32,412.00 |
| 2 | 99B | 3.3L V6 Ti-VCT | |
| 3 | 44U | 10-Speed Auto Transmission | |
| 4 | E4 | Vermillion Red Paint | |
| 5 | 500A | Police Utility | |
| 6 | 67H | Road Ready Package | \$3,595.00 |
| 7 | 425 | 50 State Emissions | |
| 8 | 47E | 12.1" Screen | \$2,745.00 |
| 9 | | SYNC 3 | |
| 10 | 66A | RR DR/LK Inop | |
| 11 | 86T | RR Tail lamp Package | |
| 12 | 942 | Daytime Running Lights | \$45.00 |
| 13 | Tint | Window Tint | \$285.00 |
| 14 | Keys | 2 Additional Keys | |
| 15 | | | |
| 16 | | | |
| 17 | | | |
| 18 | | | |
| 19 | | | |
| 20 | | | |

| | | | |
|-----------------------|--|--|-------------|
| Taxable Total: | | | \$39,082.00 |
|-----------------------|--|--|-------------|

| | | | |
|-------------------|--|--|------------|
| Sales Tax: | | | \$3,048.40 |
|-------------------|--|--|------------|

| | | | |
|------------------|----------|------------------------------------|------------|
| Warranty: | Optional | 8 YR 150k Mile Prem Care w/100 ded | \$4,840.00 |
| | | 8 YR 150K Prem Care maint @7500 | \$3,465.00 |

| | | | |
|------------------|--|--|--------|
| Tire Tax: | | | \$5.00 |
|------------------|--|--|--------|

| | | | |
|---------------------|--|----------|-------------|
| Grand Total: | | Per Unit | \$50,440.40 |
|---------------------|--|----------|-------------|

Qty Requested: 1

Thank you for this opportunity to gain your business!

To place order, review for accuracy and fax back with signature and P.O. number (if applicable).

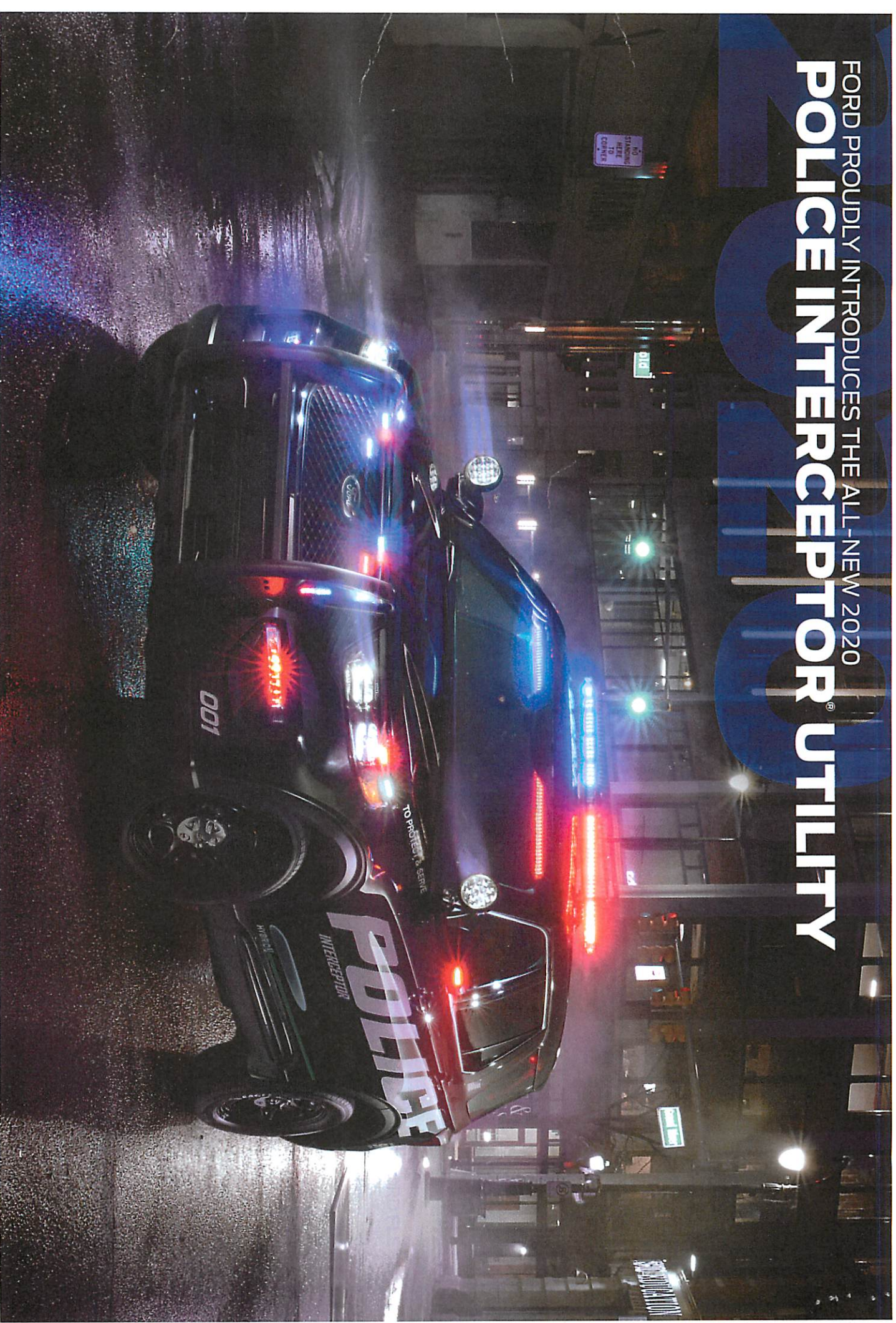
Signature: _____

Date: _____

Printed Name: _____

P.O.#: _____

FORD PROUDLY INTRODUCES THE ALL-NEW 2020
POLICE INTERCEPTOR® UTILITY



THE FIRST-EVER PURSUIT-RATED HYBRID POLICE UTILITY



| FORD FLEET

ALL-POINTS BULLETIN: BE ON THE LOOKOUT FOR THIS NO-NONSENSE, NO-TRADE-OFFS HYBRID POLICE UTILITY¹

Innovation: It's all about making a great thing better. The Police Interceptor[®] Utility is purpose-built in the U.S.A.² and continues to break new ground as the second pursuit-rated hybrid from Ford – and its third overall electrified vehicle for law enforcement. Ford is also equipping each Police Interceptor Utility with a built-in Ford modem and a complimentary 2-year Ford Telematics[™] subscription,³ which provide timely cloud-based fleet management to help optimize running costs and improve asset utilization. No wonder the Ford Police Interceptor Utility outsells all other police vehicles combined.⁴

Improved performance: Fortified with full-time Intelligent AWD, a state-of-the-art 3.3L V6 hybrid and an all-new 10-speed transmission, the 2020 Police Interceptor Utility outperforms today's 3.7L V6 AWD Police Interceptor Utility, not to mention all police utility competitors – including V8-equipped models – that participated in official testing.⁵ Acceleration figures and top-speed numbers were tallied during rigorous evaluations conducted by the Michigan State Police and Los Angeles County Sheriff's Department.⁶ (See the back cover for testing details.) And so you know, the police-calibrated AWD isn't an afterthought. It's on duty full time and easy to operate – just drive. Preemptive torque is delivered by the millisecond among all 4 wheels to help maximize traction even when maneuvering on dry pavement.

Potential fuel savings: The standard hybrid drivetrain offers significant improvements in fuel use, factoring in reduced engine idle time and projected improved EPA-estimated fuel economy;⁶ potentially saving \$3,509 per vehicle per year. Calculation based on comparison with the 3.7L V6 Police Interceptor, with an example fuel price of \$2.75 per gallon. (See the next page for in-depth calculations.) Fewer fill-ups equates to reduced downtime, keeping vehicles and officers on the road.

Exceptional safety: The 2020 Police Interceptor Utility is 75-mph rear-impact crash tested,⁷ which is well above the Federal Motor Vehicle Safety Standard of 50 mph. Ford Police Interceptors continue a tradition of being the only vehicles in the world engineered to meet the test. SPACE (Side Protection And Cabin Enhancement) Architecture and ultra-high-strength boron steel enhance vehicle integrity, while deflective steel anti-stab plates are built into the driver and front-passenger seat backs.

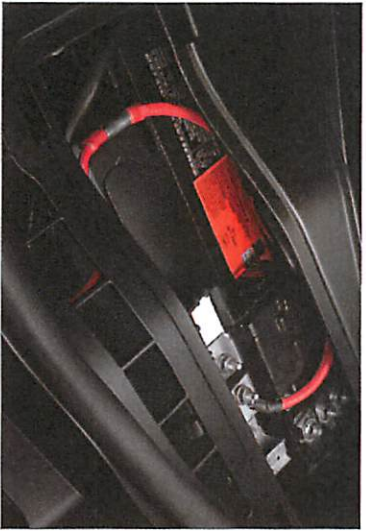
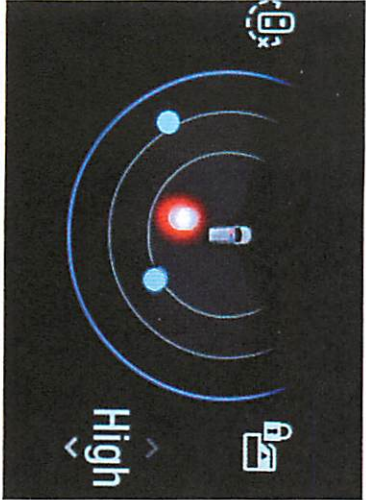
Passenger/cargo room in abundance: Total interior volume is upped to 170.0 cu. ft. It's a full 3.5 cu. ft. more space than what's in the current Police Interceptor Utility. Passenger volume remains spacious at 118.0 cu. ft., and cargo volume behind the 2nd row expands generously to 52.0 cu. ft. – even with the addition of the hybrid's battery pack, which is located out of the way, under the vehicle. Ultra-durable cloth front seating remains specially contoured and slim-bolstered.

Upfit-friendly: In addition to the universal equipment top tray and front console mounting plate, 4 remappable steering wheel-mounted switches come standard. Headlamps are now automatic on/off and feature LED low- and high-beam functions, with factory-integrated wig-wag functionality and pre-drilled holes for user-installed warning strobes.

Enhanced durability: The regenerative braking system is police-tuned, and the wheels, hubcaps and tires are police-purposed. The alternator, plus the steering and suspension components, are heavy-duty to meet the demands of police performance. Supplemental front-door tethers strengthen hinge action, and the high-capacity cooling system has been improved. Validation testing takes into account 8" curb impacts, 30-mph railroad crossings, median crossings, water fording to 10" at 40 mph,⁸ water fording to 18" at 15 mph,⁸ and more.

not yet available. ⁷The full-size spare tire secured in the factory location is necessary to achieve police-rated 75-mph rear-impact crash-test performance attributes. ⁸Driving through standing water can be hazardous. Ford does not recommend driving through deep or flowing water as you may lose control of your vehicle. Always know water depth before proceeding.

2020 POLICE INTERCEPTOR UTILITY • FordPoliceInterceptor.com



MEETING THE MODERN DEMANDS OF LAW ENFORCEMENT TO BE BETTER EQUIPPED TO GET THE JOB DONE

Duty-ready technology: Over \$2,000 worth of additional standard features — along with improved horsepower, torque, acceleration and top speed — create even more potential value for taxpayers' money. The built-in Ford modem and complimentary 2-year Ford Telematics™¹ subscription make for a powerful, yet simple-to-use way to receive timely manufacturer-grade information, insights and solutions regarding fuel savings, CO₂ emissions reduction, vehicle health and more. Bluetooth® wireless connectivity is also standard, allowing for pass-through voice commands to mobile devices — officers can keep their hands on the wheel and eyes on the road.

As already noted, low-/high-LED headlamps with wig-wag capability and pre-drilled strobe holes come standard, as do 4 user-configurable switches on the steering wheel. The steering column itself now has both tilt and telescoping functionality.

Additional standard technological enhancements:

- Deep sand/snow traction control has a handy on/off button in the control panel
- Class III trailer tow receiver ups the trailer-towing capacity to a max. 5,000 lbs.*
- Automatic on/off headlamps revert to the last-used position
- Dual-zone electronic automatic temperature control (DEATC) optimizes comfort

Optional technologies:

- Monitoring approximately 270 degrees of movement outside the vehicle, factory-installed Police Perimeter Alert is an enhanced version of Surveillance Mode that analyzes motion to determine if behavior is a potential threat; a visual display in the center stack shows moving objects, the motion trail and threat level (if suspicious behavior is detected, a chime sounds, the rear camera turns on, windows roll up and doors lock)
- Activate the Rear Camera On Demand anytime, at any speed, for as long as desired
- Pre-Collision Assist with Pedestrian Detection (and Forward Collision Warning) also includes Automatic Emergency Braking (AEB) with a unique temporary disable switch for law enforcement
- An AGM battery (92 amp-hr, 900-CCA) handles hundreds of charge-discharge cycles
- The Class III Trailer Tow Lighting Package helps ensure maximum visibility

emitted from the fossil fuel content, according to data provided by the U.S. Energy Information Administration (<http://ford.to/aireport>).
*2-year subscription for Ford Telematics starts on vehicle sale date. Subscription features may be limited. Factors causing this limitation may include, but are not limited to, issues related to cellular coverage, carrier outages and carrier network service interruptions. Complimentary service ends after 2 years. †When properly equipped.

ARF-6619

Regular Agenda Item 3. C.

Regular BOS Meeting

Meeting Date: 05/18/2021

Submitted For: Mary Springer, Finance Director

Submitted By: Maryn Belling, Budget Manager

Department: Finance

Fiscal Year: FY21-22

Budgeted?: Yes

Contract Dates 05-18-2021-0517-2022

Grant?: No

Begin & End:

Matching No

Fund?: New

Requirement?:

Information

Request/Subject

Professional Services Contract No. 05022021 with Federal Compliance Consulting, LLC

Background Information

A.R.S. § 11-212 and 11-252 (2) requires the Board of Supervisors to meet following the decennial census and divide the County into supervisorial districts. Due to the census data delay by the federal government, the December 1, 2021 deadline has been extended to July 1, 2022. Thus, redistricting for Gila County will be completed in 2022. In order to manage the redistricting process through to completion, staff identified Bruce Adelson as a legal consultant who was the attorney during the redistricting process in 2010 and provided legal advice to the Redistricting Advisory Committee and the Board of Supervisors. Mr. Adelson's expertise includes working as an attorney for the Department of Justice (DOJ) and later as a legal consultant providing guidance during the redistricting process. Mr. Adelson's experience as a DOJ attorney, legal consultant, and consultant working with Gila County during the 2010 redistricting process will help ensure the redistricting process meets the legal requirements. Mr. Adelson's fees are \$325 per hour and the contract will be on an as-needed basis, not to exceed \$40,000 including travel for a period of one year.

Evaluation

Staff is requesting the support of a qualified attorney who has the knowledge, legal expertise, and prior experience in the public redistricting process to ensure a fair, equitable, and transparent process and redistricting boundaries that will be compliant with the Department of Justice requirements.

Professional Services Contract No. 05022021 with Federal Compliance

Consulting, LLC shall be for a period of 12 months at a cost not to exceed \$40,000, and there is an option to renew the contract for four 1-year periods.

Conclusion

In order to ensure a fair and equitable public process staff requests approval of the legal consultant contract with Federal Compliance Consulting, LLC (Bruce Adelson) in an amount not to exceed \$40,000 for a period of one year.

Recommendation

Staff recommends awarding a single-source contract to Federal Compliance Consulting, LLC in the amount not to exceed \$40,000 for legal consulting services in the redistricting process for a period of one year.

Suggested Motion

Information/Discussion/Action to approve a single-source contract with Federal Compliance Consulting, LLC (Bruce Adelson, Esq.) in a not to exceed amount of \$40,000 with an option to renew the contract for four one-year periods to provide redistricting legal consulting services. **(Mary Springer)**

Attachments

Professional Service Contract No. 05022021

Bruce Adelson Esq. Proposal

Redistricting ARS 11-212

PROFESSIONAL SERVICES CONTRACT NO. 05022021

REDISTRICTING LEGAL CONSULTANT SERVICES

ADMINISTRATION

THIS AGREEMENT, made and entered into this _____ day of _____, **2021**, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Federal Compliance Consulting, LLC, of Potomac, in the State of Maryland, hereinafter designated the Consultant.

WITNESSETH: The Consultant, 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 Consultant 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 **County Manager** or designee.

Scope of Work:

- Provide meetings and briefings for Supervisors and County staff about redistricting, the legal requirements, and the redistricting process.
- Inform the Board and County staff of legal redistricting developments, including but not limited to new, relevant U.S. Supreme Court decisions and U.S. Department of Justice developments.
- Work with the County for final adoption and implementation of the selected redistricting plan(s).

ARTICLE 2 – FEES: As full and complete compensation for the services to be provided hereunder, Gila County shall pay to the Contractor an hourly fee of:

- Services \$325.00 per hour
- Travel costs shall be reimbursed at established State of Arizona rates.

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 Consultant 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: Consultant 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 Consultant or any of its owners, officers, directors, agents, employees or sub-consultants.

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 Consultant 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 Consultant from and against any and all claims. It is agreed that Consultant 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 Consultant 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 Consultant for the County.

ARTICLE 4 – INSURANCE REQUIREMENTS: Consultant and sub-consultants 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 Consultant, his agents, representatives, employees or sub-consultants.

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

The insurance requirements have been modified due to the status of the Consultant as being a sole proprietorship with small scopes of work on Gila County projects. The County Attorney's office has agreed to waive the insurance requirements for Commercial General Liability, Automobile Liability and Worker's Compensation and Employer's Liability under the following conditions:

- The Consultant works from his or her home and has no one going to his or her home on County business.
- The Consultant sets his or her own schedule.
- The Consultant uses his or her own tools and controls her own work products.
- The size of a single project does not exceed \$100,000 with an annual aggregate amount not to exceed \$100,000.

Should a project exceed \$100,000, additional insurance requirements shall be required and a new contract shall be signed.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE** - Consultant 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 \$1,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

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

Each Claim \$1,000,000

Annual Aggregate \$1,000,000

a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Consultant 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. Policy shall contain a **waiver of subrogation** against the County of Gila.

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 Consultant even if those limits of liability are in excess of those required by this Contract.
2. The Consultant's insurance coverage shall be primary, insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Consultant 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 Consultant from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Consultant shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to ***bhurst@gilacountyaz.gov***. 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. **SUB-CONSULTANTS:** Consultants’ certificate(s) shall include all sub-consultants as additional insured’s under its policies or Consultant shall furnish to the County separate certificates and endorsements for each sub-consultant. All coverage’s for sub-consultants 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: Consultant hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Consultant’s employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the “State and Federal Immigration Laws”). Consultant shall further ensure that each sub-consultant who performs any work for Consultant under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Consultant and any sub-consultant in order to verify such party’s compliance with the State and Federal Immigration Laws.

Any breach of Consultant’s or any sub-consultant’s warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Consultant to penalties up to and including suspension or termination of this Contract. If the breach is by a sub-consultant, and the subcontract is suspended or terminated as a result, Consultant shall be required to take such steps as may be necessary to either self-perform the Services that would have been provided under the subcontract or retain a replacement sub-consultant as soon as possible so as not to delay project completion.

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

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Consultant. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Consultant's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Consultant shall be entitled to an extension of time, but not costs.

ARTICLE 6 – ISRAEL BOYCOTT CERTIFICATION: Consultant 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 Consultant may result in action by County up to and including termination of this agreement.

ARTICLE 7 – WARRANTY: Consultant 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. Consultant 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. Consultant 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 Consultant knows or has reason to know the particular purpose for which County intends to use the goods or Services, Consultant warrants that such goods or Services will be fit for such particular purpose. Consultant 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 Consultant's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Consultant's warranty shall run to County, its successors, and assigns. Consultant agrees to replace or correct, at Consultant'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 Consultant to correct defects in or replace nonconforming goods or Services promptly, County, after reasonable notice to Consultant, may make such corrections or replace such goods and Services and charge Consultant for the cost incurred by the County in doing so. Consultant recognizes that County's requirements may require immediate repairs in reworking of defective goods,

without notice to the Consultant. In such event, Consultant shall reimburse County for those costs, delays, or other damages which County has incurred.

ARTICLE 8 – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Consultant shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Consultant. The Consultant 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 9 – 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 10 – RELATIONSHIP OF THE PARTIES: Consultant is an independent Consultant of the County. Consultant 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. Consultant warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any sub-consultants will likewise obtain Worker's Compensation Insurance for of their employees working on this contract.

It is further agreed by Consultant that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the Services called for herein. Neither Consultant nor any employee of the Consultant shall be deemed an officer, employee, or agent of the County.

ARTICLE 11 – NON-APPROPRIATIONS CLAUSE: Consultant 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 Consultant 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 Consultant for the same supplies or Services covered under this Addendum.

ARTICLE 12 – ENTIRE CONTRACT CLAUSE: The Consultant 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 13 – 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 Consultant 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 14 – 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 15– TERM: The term of the contract shall commence upon award and shall remain in effect for a period of twelve (12) months unless terminated, canceled or extended as otherwise provided herein. The Consultant agrees that Gila County shall have the right, at its sole option, to renew the contract for four (4) additional one (1) year periods. In the event the County exercises such a right, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period.

ARTICLE 16 – PAYMENT/BILLING: Contract amount is not to exceed \$40,000 for completion of the projects as outlined in the Scope of Services, plus approved travel related expenses.

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

- Contract Number
- Invoice Number
- Vendor Name and Address
- Description of Service and itemized expenses

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.

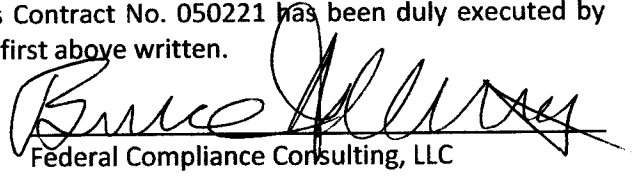
Gila County employs a "Net 15" payment term for Services meaning the payment will be issued fifteen (15) days from the date the County approves the invoice from the Consultant. Purchase orders sent to the Consultant reflect these terms and conditions.

The Consultant 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 Consultant does not have a current W-9.

PROFESSIONAL SERVICES CONTRACT NO. 05022021

IN WITNESS WHEREOF, Professional Services Contract No. 050221 has been duly executed by the parties hereinabove named, on the date and year first above written.

Tim R. Humphrey, Chairman of the Board



Federal Compliance Consulting, LLC

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

The Gila County Attorney's Office

**Federal Compliance Consulting LLC
11808 Becket Street
Potomac, Maryland 20854
301-762-5272
240-536-9192 fax**

Bruce L. Adelson
CEO/Attorney at Law
badelson1@comcast.net
badelsonfcc@verizon.net

April 30, 2021

Mary Jane Springer
Gila County Finance Director
1400 E. Ash Street
Globe, Arizona 85501
(928) 402-8516

Dear Ms. Springer:

As requested, here is our proposal to provide legal and consulting services for Gila County Board of Supervisors and Justice of the Peace 2021-22 redistricting.

Redistricting, Voting, and Election Law Expertise

Related Experience and Qualifications and Description of Services

As described in this proposal, we have the ability, knowledge, experience, and expertise to meet all of the evaluation factors.

Bruce Adelson has been involved with Arizona redistricting since 2000, as a U.S. Department of Justice (DOJ) Senior Trial Attorney, as Voting Rights Act expert for the Arizona Independent Redistricting Commission during the 2010-2011 redistricting cycle, as redistricting expert and consultant for Arizona counties, cities, school districts, and community college districts during the 2010-2011 cycle, and currently as redistricting expert and consultant during the 2020-2021 cycle. We have extensive experience working with counties in Arizona and across the United States and elected officials at all levels of government.

Bruce Adelson analyzed Gila County redistricting plans during the 2000-2001 cycle, reviewed and analyzed Gila County demographic changes, data, and voting changes throughout his DOJ career, reviewed and analyzed Gila County data and election results during the 2010-2011 cycle as the Voting Rights Act expert for the Arizona Independent Redistricting Commission, assisted Gila County with its 2011 board of supervisors, community college, and

justice of the peace redistricting, achieved DOJ Section 5 preclearance for Gila County's 2011 redistricting on first submission with no DOJ questions or information requests, and proposes to consult with Gila County now for the current redistricting cycle.

In his DOJ career and post-DOJ redistricting work, Bruce has extensively advised and consulted with state, local, city, school district, and community college district governments about all aspects of redistricting, including but not limited to preparing redistricting plans, analyzing data, analyzing election results, conducting racially polarized voting analyses, legal and constitutional compliance, and community involvement and outreach in redistricting.

Unlike other consultants, we well understand the importance of community outreach and engagement in redistricting with unmatched expertise and experience. For example, Bruce advised the Arizona Independent Redistricting Commission on locations for community redistricting meetings around the State of Arizona, including but not limited to on Native American Reservations, about outreach to different groups and communities, and about how to provide language access to limited English proficient communities.

Bruce's outreach advice has included providing in-person and video interpreters and translations for redistricting in such languages as, Spanish, Tagalog, American Sign Language, Vietnamese, Mandarin, Cantonese, Navajo, Hopi, Apache, O'odham, and many more in compliance with the Voting Rights Act, Americans with Disabilities Act, and 1964 Civil Rights Act.

To best achieve successful redistricting, we rely upon our 21 years of redistricting experience and expertise to:

- Consult with Gila County concerning the federal legal compliance of County 2021-22 redistricting plans, process, and analysis for Supervisor districts and Justice of the Peace districts.
- Assist the Board of Supervisors and County with the creation of legally compliant 2021 redistricting criteria to guide the redistricting process.
- Provide meetings and briefings for Supervisors and County staff about redistricting, the legal requirements, and the redistricting process.
- Consult with the County concerning community outreach and provide public meeting presentations to explain the redistricting process and legal requirements to County residents, answer redistricting questions, and address redistricting issues raised by County residents.
- Inform the Board and County staff of legal redistricting developments, including but not limited to new, relevant U.S. Supreme Court and other federal court decisions, U.S. Department of Justice and relevant Congressional developments.
- Work with the County's mapping consultant and Gila County to analyze whether proposed and final redistricting maps are legally compliant, including but not limited to having the County's mapping consultant prepare Voting Rights Act (VRA) required

election results and analyses (racially polarized voting analysis, for example) to determine VRA Section 2 compliance).

- Work with the County for final adoption and implementation of the selected redistricting plan(s).

Bruce Adelson is widely recognized as an Arizona redistricting expert. For example: “Arizonans Examine Redistricting” – *White Mountain Independent*, February 19, 2021

“[Deputy County Attorney] Jason Moore went over the process with the supervisors, which will likely include several town hall meetings to gain input and to go over the proposed maps — although the pandemic may complicate those plans.

‘Mr. Adelson has a ton of Arizona experience. He’s really considered the gold standard here in Arizona – and hiring the consultant helps make the process a little more independent: You have someone on from the outside looking at it. If we should ever be challenged in the redistricting process, he’s the one who is really well placed to help us out.’”

https://www.wmicentral.com/news/latest_news/arizonans-examine-redistricting/article_6863cd21-1471-54cd-bb34-aa2a776c2c4d.html

Bruce Adelson is a former DOJ Voting Section Senior Trial Attorney. During Bruce’s DOJ career, the Attorney General of the United States twice recognized Bruce’s federal voting and election work, including redistricting, with “Special Achievement” Awards.

Mr. Adelson is the only redistricting consultant or expert in the United States with both DOJ Voting Rights Act enforcement experience and redistricting consultant expertise endorsed by a unanimous U.S. Supreme Court and by the U.S. District Court for the District of Arizona during the 2010-11 Arizona redistricting cycle, See: 136 S. Ct. 1301, 194 L. Ed. 2d 497 (2016) and 993 F.Supp.2d 1042 (D. Ariz., 2014).

At DOJ, he was the lead attorney responsible for Arizona, including Gila County. Bruce was the DOJ Arizona team leader for redistricting review during the 2000 redistricting cycle. His team issued the Voting Rights Act Section 5 objection to Arizona’s legislative redistricting in 2002. During his DOJ career, Bruce conducted Voting Rights Act analyses and Section 5 preclearance reviews of Arizona redistricting plans for cities, towns, all counties (including Gila County and jurisdictions within Gila County), the state, and special (public school and community college) districts as well as reviews and analyses for dozens of redistricting plans from multiple states across the United States.

During Bruce's DOJ career, his responsibilities included serving as:

- Lead Attorney for election investigation, observation, and monitoring in New York City and various municipalities and counties in Illinois, Mississippi, Georgia, California, Pennsylvania, Arizona, Texas, and New Mexico. He led DOJ's New York City team on 9/11.
- Lead Attorney monitoring and investigating how cities, counties, and states across the country conduct and administer their elections and comply with federal law and election governance best practices, especially the Voting Rights Act. This involved working closely with election officials at all levels of government and initiating enforcement as needed.
- DOJ's Team Leader for the Department's Nationwide Voting Rights Complaint Hotline on Election Day;
- Team Leader for DOJ's Voting Rights Act (including Section 5) review of Arizona's 2002 and 2003 legislative redistricting plans, Arizona's 2002 Congressional redistricting plan, New York City's 2003 City Council redistricting plan, Phoenix's 2002 City Council redistricting plan, redistricting plans for counties, parishes, special districts, and cities in Texas, Alabama, Arizona, Mississippi, New York, Louisiana, and South Carolina, and many other statewide and local voting changes across the United States.
- Lead Attorney for outreach, enforcement, and investigation of Voting Rights Act Minority Language Election Information programs in Spanish, Vietnamese, Tagalog, Chinese, Korean, and Native American languages in Arizona, New Mexico, Colorado, New York, Nevada, and Texas and worked with Native American Tribes, advocacy and community organizations, and worked with local and state governments to implement Voting Rights Act outreach to multiple communities, including multiple Arizona Native American Reservations and communities with high limited English proficient populations.

Today, Bruce is CEO and President of Federal Compliance Consulting LLC and provides redistricting, federal voting, and election law consulting and litigation services to local and state governments. Bruce and Federal Compliance Consulting have been in business for 15 years. Bruce has consulted with secretaries of state, state election directors, local jurisdictions and state governments, Native American Tribal governments, and public interest organizations concerning federal voting and election law. Bruce is the consulting and/or testifying expert in federal and state lawsuits alleging violations of multiple federal laws, such as The Voting Rights Act of 1965 and Americans with Disabilities Act. He has been a Guest Voting, Redistricting, and Election Law Speaker and Lecturer at Auburn University, Harvard University, and University of Baltimore School of Law.

Education and Professional Licenses

Bruce holds a BA in International Studies from The Johns Hopkins University and a JD from The University of Pittsburgh School of Law. He is licensed to practice law in the District of Columbia, Maryland, Michigan, and Virginia (inactive). He is licensed to practice before the U.S. District Courts for the Eastern and Western Districts of Michigan, the U.S. District Court for the Eastern District of Virginia, the U.S. Courts of Appeal for the Fourth and District of Columbia Circuits and the U.S. Supreme Court.

Bruce successfully completed training exclusively conducted by the U.S. Department of Justice. This training is not publicly available and includes but is not limited to the Americans with Disabilities Act, Voting Rights Act of 1965, and Civil Rights Act of 1964.

Redistricting Work Post-DOJ

During the 2010-2011 redistricting cycle, Bruce consulted with Arizona municipalities, counties, public school, and community college districts on all aspects of their redistricting and similarly with states and other jurisdictions from Alaska to Maryland. He also assisted his clients with outreach, community meetings, and answering community questions about the redistricting process.

In his post-DOJ career, all of Bruce's Section 5 covered redistricting clients received DOJ Section 5 preclearance on first submission with no requests for additional information or other DOJ rejections. All court challenges to redistricting plans that Bruce prepared and/or analyzed were dismissed, such as the challenge to Arizona's statewide redistricting plan by a three-judge court and the U.S. Supreme Court. All of Bruce's redistricting clients successfully implemented their redistricting plans.

As the Arizona Independent Redistricting Commission (AIRC) Voting Rights Act expert during the 2010 redistricting cycle, Bruce provided advice and guidance to the Commission, Commissioners, and Commission counsel concerning all aspects of redistricting, including legal guidance pursuant to Voting Rights Act Sections 2, 4(f)4, 5, and 203 and the U.S. Constitution. As the Commission's Voting Rights Act expert, Bruce reviewed and analyzed data and election returns for all Arizona counties, including Gila County. The U.S. Department of Justice precleared Arizona's 2011 legislative redistricting plans on first Section 5 submission for the first time in over 20 years.

Bruce was the AIRC's consulting expert in federal litigation challenging the Commission's legislative redistricting plan before a three-judge federal court and on direct appeal to the U.S. Supreme Court. The three-judge court upheld the Commission's redistricting plan and endorsed Bruce's advice to the Commission *Harris v. AIRC*, 993 F.Supp.2d 1042 (D. Ariz., 2014). In April 2016, the U.S. Supreme Court (136 S. Ct. 1301, 194 L. Ed. 2d 497 (2016)) upheld unanimously the plan's legality 9-0.

Bruce has given keynote voting & redistricting training and education presentations to many organizations such as the National Association of State Election Directors, National Conference of State Legislatures, National Association of Counties, International Municipal Lawyers Association, The Arizona League of Cities and Towns, Arizona Independent Redistricting Commission, Arizona State Bar, Arizona Attorney General, Arizona Secretary of State, Maricopa County, Texas District and County Attorneys Association, New Mexico County Clerks Association, Washington State Association of County Auditors, Tri-State (AZ, NM, UT) and Tri-County (Apache, Navajo, Coconino) Native American Language Election Information Conferences, Gila County's American Indian Voter Outreach Summit, the Navajo Nation, Hopi Tribe, and the Inter-Tribal Council of Nevada.

Post-DOJ Redistricting Consultations:

- Nevada Secretary of State –Comprehensive federal voting and election law consultation, including NVRA, Voting Rights Act, HAVA, and UOCAVA, redistricting, observation of federal primary election polling place practices in several Nevada counties, and best practices recommendations.
- Washington Secretary of State – Voting Rights Act Section 203 minority language requirements, application to redistricting, and coverage for State of Washington and local jurisdictions.
- Arizona Secretary of State – various provisions of the Voting Rights Act, including Section 203, Section 11(b) voter intimidation, and Sections 5 and 2 for redistricting.
- Arizona Governor and Department of Economic Security – NVRA Section Seven settlement with DOJ. Bruce conducted an in-house assessment and investigation and assisted Arizona in settlement negotiations with DOJ. The settlement is here: <https://www.justice.gov/crt/agreement-between-united-states-department-justice-and-arizona-department-economic-security>
- Alaska Lieutenant Governor and Director of Elections – Voting Rights Act Section 203 Alaska Native language requirements, and Voting Rights Act Sections 2 and 5 concerning redistricting.

State of Arizona

Gila County, Arizona

Gila Community College, Arizona

City of Globe, Arizona

City of Phoenix, Arizona

City of Los Angeles, California

New York City, New York

Allegan County, Michigan

Navajo County, Arizona

Yavapai County, Arizona

Pinal County, Arizona

Mohave County, Arizona

Greenlee County, Arizona

Graham County, Arizona

La Paz County, Arizona

Western Arizona Vocational Education District

Ford County, Kansas

Multiple confidential jurisdictions – states, counties, and municipalities

Bruce is consulting with jurisdictions for their 2020 redistricting, his third decennial Census redistricting cycle. He is the prime redistricting consultant for Navajo County (contract awarded in February 2021), Yuma County (contract awarded in April 2021), and a sub-contractor consulting with the City of Peoria, AZ.

Remuneration

Bruce Adelson's professional billing rate is \$325.00 per hour for all services described in this proposal plus travel expenses. Bruce Adelson's travel expenses for any in-person meetings and consultations in Gila County will vary, depending upon length of stay and variable travel costs, such as airfare. Reimbursable travel expenses include airfare from Washington, D.C., hotel accommodations, per diem, and rental car expenses.

References for Bruce Adelson:

Ray Bladine
Executive Director
Arizona Independent Redistricting Commission
4000 N Central Ave #1150, Phoenix, AZ 85012
rbladine@cox.net 602-740-8894 (Cell)

Bruce Adelson was the Voting Rights Act expert for the Arizona Independent Redistricting Commission during the 2010-11 redistricting cycle. **Bruce provided advice and guidance to the Commission, Commissioners, and Commission counsel concerning all aspects of redistricting.** The U.S. Department of Justice precleared Arizona's legislative redistricting plans on first Section 5 submission for the first time in over 20 years. Bruce was the AIRC's consulting expert in federal litigation challenging the Commission's legislative redistricting plan before a three-judge federal court and on direct appeal to the U.S. Supreme Court. A three-judge court upheld the Commission's redistricting plan and endorsed Bruce's advice to the Commission *Harris v. AIRC*, 993 F.Supp.2d 1042 (D. Ariz., 2014). The U.S. Supreme Court later unanimously upheld the plan's legality 9-0.

Deborah Herbert, Mohave County Deputy County Attorney, 700 West Beale Street, Kingman, AZ 86401, 928-753-0770, ext. 4274,
Deborah.Herbert@MohaveCounty.AZ

Bruce Adelson consulted with Mohave County during the 2011 redistricting cycle and advised The County's redistricting plans for the Board of Supervisors, justice of the peace districts, and community college districts. The U.S. Department of Justice precleared all of the County's redistricting plans on first submission.

Gilda R. Daniels, Associate Professor of Law, University of Baltimore School of Law, gdaniels@ubalt.edu 410.837.4607, John and Frances Angelos Law Center, Room 1012, 1420 N. Charles Street, Baltimore, MD 21201

Professor Daniels was the Deputy Chief, Voting Section, U.S. Department of Justice, during Bruce's Voting section career. They worked together on myriad Justice Department investigations and cases. Professor Daniels and Bruce consulted on numerous redistricting consultations during the 2010 cycle, including but not limited to Arizona's Congressional and legislative redistricting.

Thank you for your interest in our services. Please let me know if you need any additional information. We look forward to working with Gila County again.

Sincerely,

/s/

Bruce Adelson

11-212. Supervisorial districts

The board of supervisors shall meet at the county seat on or before December 1 following the release of the United States decennial census data and divide the county into three or five supervisorial districts as provided in this article, which shall be numbered, respectively, districts one, two and three or districts one, two, three, four and five. The board shall define the boundaries and limits of each district and make the division equal or with not more than ten per cent difference in population. The county may redistrict as often as deemed necessary between each United States decennial census.

ARF-6612

Regular Agenda Item 3. D.

Regular BOS Meeting

Meeting Date: 05/18/2021

Submitted For: Mary Springer, Finance Director

Submitted By: Mary Springer, Finance Director

Department: Finance

Fiscal Year: FY21-22 Budgeted?: Yes

Contract Dates 05182021 - 05172022 Grant?: No

Begin & End:

Matching No Fund?: New

Requirement?:

Information

Request/Subject

Professional Services Contract No. 05012021 with James M. Feezor for consulting services for the redistricting public process.

Background Information

A.R.S. § 11-212 and 11-252 (2) require the Board of Supervisors to meet following the decennial census and divide the County into supervisorial districts. Due to the census data delay by the federal government, the December 1, 2021 deadline has been extended to July 1, 2022. Thus, redistricting for Gila County will be completed in 2022. In order to manage the redistricting process through to completion, staff identified James Feezor as a consultant who was instrumental in gathering data and providing the final district maps that were presented to the Board and ultimately approved by the Department of Justice during the last redistricting process. During the last redistricting process, Mr. Feezor was appointed by the Board to serve on the Redistricting Advisory Committee where he developed a census database utilizing the information provided by the 2010 census. The knowledge and experience he gained through his efforts on the Committee ultimately provided the County with approved district maps for the County and the Gila County College Districts. Mr. Feezor is a resident of Gila County and possesses unique insight and past experience in the redistricting process which makes him an excellent fit to act as the consultant for this project.

Evaluation

Discussion with staff who participated in the last redistricting process identified having a dedicated consultant to spearhead the public participation process is critical to ensure transparency and the best possible outcomes for the mapping process. James M. Feezor was a volunteer during the last redistricting process and was instrumental in creating the data analysis tool that validated the population information as the new maps were evaluated and ultimately passed the Department of Justice submittal. Mr. Feezor's unique knowledge and experience from the last redistricting process along with the analytical tool he created makes him a single source local expert dedicated to assist Gila County in the redistricting process.

Conclusion

It is the determination by the Finance Director that Mr. Feezor possesses the unique experience and local expertise to be considered a sole source procurement. Approving a contract with James M. Feezor for consulting service with the redistricting process is in the best interest of Gila County for a transparent public process.

Recommendation

Staff recommends approval of Professional Services Contract No. 05012021.

Suggested Motion

Information/Discussion/Action to approve Professional Services Contract No. 05012021 with James M. Feezor for consulting services for the redistricting public process in a not to exceed amount of \$50,000 with an option to renew the agreement for one year. **(Mary Springer)**

Attachments

Contract 05012021 James Feezor

Feezor SOQ

Redistricting ARS 11-212

PROFESSIONAL SERVICES CONTRACT NO. 05012021
REDISTRICTING CONSULTANT-INDEPENDENT CONTRACTOR

ADMINISTRATION

THIS AGREEMENT, made and entered into this _____ day of _____, **2021**, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and James M. Feezor, of the Town 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 agreements 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 County Manager or designee.

ARTICLE 2 – FEES: As full and complete compensation for the services to be provided hereunder, Gila County shall pay to the Contractor an hourly fee of:

- Services \$40.00 per hour

Specific responsibilities include:

- Consult with Gila County and prepare redistricting plans and analysis for supervisor districts, Gila Community College Districts, and justice of the peace districts.
- Monitor and coordinate the redistricting process.
- Creation of a redistricting project plan with realistic deadlines and benchmarks
- Assist the Board of Supervisors and County with the creation of 2021 redistricting criteria to guide the redistricting process.
- Provide meetings and briefings for Supervisors and County staff about redistricting, the legal requirements, and the redistricting process.
- Work with the County to conduct community outreach and arrange and hold public meetings to explain the redistricting process to County residents, answer redistricting inquiries, and address redistricting issues.
- Inform the Board and County staff of legal redistricting developments, including but not limited to new, relevant U.S. Supreme Court decisions and U.S. Department of Justice developments.
- Download and obtain 2020 Census data, when available, and other data needed for redistricting.
- Conduct statistical, demographic, and data analyses of current Board of Supervisors districts and other relevant districts pursuant to the U.S. Constitution, Arizona law and traditional

redistricting criteria, and the Voting Rights Act and prepare agreed upon draft district plans incorporating appropriate data and analysis.

- Work with the County for final adoption and implementation of the selected redistricting plan(s).
- Work with the County to address additional redistricting tasks pursuant to the proposal.

ARTICLE 3 – TERMINATION: Contract shall terminate thirty (30) days after written notice is received by either party to the other. Upon receipt of the notice, work in progress will be completed and any summaries and/or status reports shall be prepared and submitted, all within thirty (30) days. The County's financial obligation shall cover only the work performed up to the notice to terminate plus thirty (30) days, and not work completed thereafter.

ARTICLE 4 - INDEMNIFICATION CLAUSE: As required by A.R.S. § 41-4401, each Party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Each Party further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the e-verify program.

If either Party uses any subcontractors in performance of this Agreement, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the e-verify program. A breach of this warranty shall be deemed a material breach of this Agreement subject to penalties up to and including termination of this Agreement. Each Party retains the legal right to inspect the papers of the other Party and its subcontractors engaged in performance of this Agreement to ensure that the other Party and its subcontractors are complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the Parties may modify this paragraph consistent with state law.

ARTICLE 5 – INSURANCE REQUIREMENTS: Any unforeseen circumstance which may relate to general commercial, automobile or professional liability insurance is the sole responsibility of the Contractor and the County is absolved from any and all liability for such.

ARTICLE 6 – 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 this Agreement, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the e-verify program. A breach of this warranty shall be deemed a material breach of this Agreement subject to penalties up to and including termination of this Agreement. Each Party retains the legal right to inspect the papers of the other Party and its subcontractors engaged in performance of this Agreement to ensure that the other Party and its subcontractors are complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the Parties may modify this paragraph consistent with state law.

ARTICLE 8 – 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 9 – 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 10 – 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 11 – 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 12 – GOVERNING LAW This Agreement shall in all respects be governed by the laws of the State of Arizona without reference to its principles of conflicts of laws.

ARTICLE 13– TERM: The term of the contract shall commence upon award and shall remain in effect for a period of twelve (12) months unless terminated, canceled, or extended as otherwise provided herein. The Consultant agrees that Gila County shall have the right, at its sole option, to renew the contract for one (1) additional one (1) year period. In the event the County exercises such a right, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period.

ARTICLE 14 – PAYMENT/BILLING: Contract in an amount not to exceed \$50,000.00 for services performed during the term of the contract.

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

- Contract Number
- Invoice Number
- Vendor Name and Address
- Description of Service and summary project report

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, Professional Services Contract No. 05012021 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY BOARD OF SUPERVISORS:

Tim R. Humphrey, Chairman, Board of Supervisors

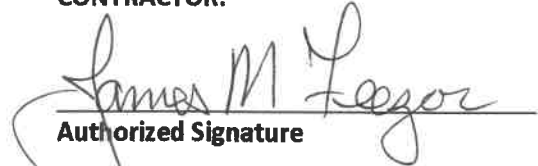
ATTEST:

Marian Sheppard, Clerk of the Board of Supervisors

APPROVED AS TO FORM:

The Gila County Attorney's Office

CONTRACTOR:



Authorized Signature

James M Feezor

Print Name

To: Mary Jane Springer
Gila County Finance Director
1400 E. Ash Street
Globe, Arizona 85501
(928) 402-8516

Mary,

I have reviewed my notes, emails, maps, and spreadsheets from the previous redistricting project. One thing that we might want to add to the list is to create a quick baseline comparison of voters from the last redistricting to the current registered voters, just to get a sense of how the population has shifted. It may be necessary to go back to Recorder's/Election's records because we looked at voting age/registered voters. The sense is that we will have a shift in population to the North. That may inform if/how we size up precincts in the area.

Another is to again establish a working communication with the online mapping program and its administrator to establish the seamless interface with the spreadsheets we will be using for analysis of submitted maps. Early in the process, even when we had the online mapping, there was considerable error-prone manual input to the spreadsheets and Tony's analysis tools. Several viable maps were discarded by Tony because they were "too far out of balance" or "non-contiguous" when, in fact, they were acceptable. It was the data entry that was off.

It is hard to overstate the improvement to the process that came from the online mapping tool. The visual quality and clarity were a very welcome improvement over the colored pencil and crayon entries previously received. The addition of the ability to extract a precinct list with associated district number was a wonderful labor-saving improvement. We will undoubtedly have some who will not use computers, but I would propose that we take the manual submissions and enter them into the online tool with special efforts to verify the accuracy of the translation with the submitting author. The overall quality of the project and the documentation will be worth the extra effort.

Also, early work with Tom Homan to get alignment of the Census Blocks with the precincts, so that we can rebuild the baseline map and numbers so that when the 2020 Census data becomes available, will allow us to be immediately "live" with our analysis.

All of that said, you asked me to provide you with some CV to establish my qualifications for this upcoming project:

I have been a full-time resident of Gila County for 22 years. During this time, I have been involved in Gila County IDA (Industrial Development Authority, CERT (Community Emergency Response Teams), Broadband Consortium (multi-county, Gila County specific, and now also

on the Digital Payson Committee) and currently serving on the Discover Gila County Board.

These committees have brought me into contact with a wide range of County employees, the members of the Board of Supervisors, and the general population of the County. Not just the population in the northern parts, but across the County. I have developed a good working relationship with all departments, and I represent a known quantity/quality of person to those stakeholders we will need to build the database and maps.

Above all, I have served on several redistricting efforts. I was on the last Gila County Redistricting group, working with Linda Eastlick and David Rogers. I was extremely pro-active in this effort, developing complex spreadsheets that did the mapping analysis much faster, and more accurately than that provided by the consultant at the time.

My final product, which we are proposing to be the baseline for the current effort, allowed very rapid and accurate comparison of multiple maps against the baseline data, but also against the other maps submitted to the group. We bifurcated the efforts in the committee to deal with the BOS maps and the College maps to speed the process. I was assigned to the College mapping group. During our first (and only) meeting to do analysis, we were able to set aside the pile of paper analysis and view on a large screen TV the display of results from my spreadsheet. We rapidly cycled through all the data, easily visualizing the results of each maps vs. the ideal, and vs. the other maps. Within the hour, we had finalized our selection of the 3 maps (in rank order) that we would submit to the BOS.

The BOS maps group had simply decided on a series of meetings to be held over the next week or so to perform their analysis. When they discovered that we had accomplished our task in a few minutes, they requested that I bring my spreadsheet to their next meeting (in Globe) to see if I could facilitate their task. I attended, and the same magic happened. When presented in a side-by-side fashion, they were rapidly able to select 3 rank-ordered submissions.

We then met as a committee of the whole to review and vote on the 2 sets of maps. The voting was unanimous for all the submissions. There was not a dissenting vote in the entire committee. The maps were submitted to the BOS and passed in quick fashion by unanimous vote. Submission to the DOJ was smooth, without even a request for clarification or any questioning about the results of our work. We currently operate under those two maps developed and approved by the committee.

I was further asked by Tommie Martin to work as a paid consultant with the Eastern Counties organization to develop maps for consideration for the statewide redistricting. My maps were submitted and used to develop the current statewide voting districts.

I have also served as a paid consultant to monitor registration issues and voting in District 3, with a focus on the San Carlos Reservation. Both the Supervisor (Dawson), and the Tribe, pronounced themselves well satisfied with my services.

I propose to bring the same dedication and focus to the current redistricting effort and offer my services to the County. My fee is \$40/hour, with an estimated time not to exceed 100 hours for the task. This includes being present for the public meetings and presenting to the BOS of the results. I believe I can bring clarity and focus to this complex task.

I ask for your consideration.

Regards,
Mac

James M. "Mac" Feezor
Mac.feezor@msn.com
602.684.5363 (cell)

11-212. Supervisorial districts

The board of supervisors shall meet at the county seat on or before December 1 following the release of the United States decennial census data and divide the county into three or five supervisorial districts as provided in this article, which shall be numbered, respectively, districts one, two and three or districts one, two, three, four and five. The board shall define the boundaries and limits of each district and make the division equal or with not more than ten per cent difference in population. The county may redistrict as often as deemed necessary between each United States decennial census.

ARF-6621

Regular Agenda Item 3. E.

Regular BOS Meeting

Meeting Date: 05/18/2021

Submitted By: Cathy Melvin, Executive Assistant

Department: Board of Supervisors-District 3

Fiscal Year: 2020-2021 Budgeted?: Yes

Contract Dates 6/7/21 to 7/16/21 Grant?: No

Begin & End:

Matching No Fund?: Replacement

Requirement?:

Information

Request/Subject

Intergovernmental Agreements (IGAs) for the 2021 Summer Youth Employment Program

Background Information

The Gila County Board of Supervisors developed a Countywide Summer Work Employment Program for youth, ages 16 - 20, that includes participation with cities, towns, and one school district throughout Gila County. An IGA form was developed with the County Attorney's Office that includes costs and responsibilities for both parties relative to the program.

The 2021 Summer Work Program will begin on June 7, 2021 through July 16, 2021 for a total of 6 weeks. Each worker will be compensated at \$12.15 per hour for a total of 40 hours per week.

Evaluation

The IGAs include the number of workers allocated to each agency and the total amount of funding that will be reimbursed to each agency upon the receipt of an invoice and the required backup documentation. Further, the IGAs clearly explain the responsibilities of Gila County and the individual agency.

The individual IGAs have been approved by the Councils of the City of Globe, Town of Miami, Town of Hayden, Town of Winkelman, and Town of Payson, and the Young School Board approved the Young Public School IGA.

Conclusion

The Countywide 2021 Summer Work Employment Program will benefit the youth that are employed by developing employable skills and provide them with a positive work experience.

Recommendation

Staff recommends the approval of the IGAs between Gila County and the entities listed above.

Suggested Motion

Information/Discussion/Action to approve various Intergovernmental Agreements to jointly cooperate in Gila County's 2021 Summer Work Employment Program with the following entities: City of Globe (\$7,000); Town of Miami (\$14,000); Town of Winkelman (\$14,000); Town of Hayden (\$17,500); Town of Payson (\$14,000); and Young Public School (\$10,500).

(Cathy Melvin)

Attachments

City of Globe

Town of Miami

Town of Winkelman

Town of Hayden

Town of Payson

Young Public School

INTERGOVERNMENTAL AGREEMENT ("IGA")

BETWEEN

GILA COUNTY, AZ

AND

CITY OF GLOBE

THIS IGA is made and entered into by and between Gila County, AZ, a public agency of the State of Arizona acting through its Board of Supervisors ("Gila County") and the City of Globe, a public agency of the State of Arizona acting through its governing body, ("City Council"). Gila County and City of Globe shall be collectively referred to hereafter as "the Parties" and individually as a "Party").

RECITALS

WHEREAS, the Parties pursuant to **A.R.S. §11-952 (A)**, as public agencies or public procurement units of the State of Arizona, if authorized by their respective governing bodies, may enter into agreements with one another for services or joint or cooperative action; and

WHEREAS, the Parties desire pursuant to the terms and conditions of this IGA to establish a summer work program ("Summer Work Program") for Gila County young people as described in Exhibit A attached hereto and incorporated herein by this reference.

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

AGREEMENTS

- 1. Duration.** This Agreement shall become effective on the date it is fully executed by both Parties and will continue for a term of (1) year unless terminated earlier by the Parties as provided hereafter or extended by the agreement of the Parties.
- 2. Purpose.** The purpose of this IGA together with a description of the responsibilities of each Party and any agreed compensation for services or goods to be provided under this IGA are as set forth in Exhibit A.
- 3. Budget and Finances.** Pursuant to **A.R.S. §11-952(B)(3)**, the establishment and maintenance of a budget for this IGA and the financing thereof, shall be approved annually by the Parties through their respective governing bodies. Financing may include commitment of general funds, grant funds, or other available financing. If grant funds and other available financing is not sufficient to fund the Summer Work

Program, the availability of general funds is subject to the discretion of each governing body.

4. **Termination.** Either Party may, at any time and without cause, terminate this IGA by providing 30 days written notice to the other Party. Upon termination, any legal obligation created in this IGA or Exhibit A which by its terms would survive termination, shall survive termination of this IGA by either Party for any reason.
5. **Property Division.** As required by A.R.S. §11-952(B)(4), upon complete termination of this IGA, each Party shall retain its respective property and property belonging to one which was furnished to the other shall be returned to the furnishing Party; upon partial termination of this IGA, property no longer required for the execution of this IGA shall be subject to the same return requirement.
6. **Indemnification and Cooperative Defense.** To the maximum extent permitted by law, each Party (as “Indemnitor”) agrees to indemnify, defend and hold harmless the other Party, its departments, officers, officials, agents, employees and volunteers (as “Indemnitee”) from and against any and all claims, losses, liability, costs or expenses to which any Indemnitee may become subject under any theory of liability whatsoever, including reasonable attorney’s fees, court costs and the costs of appellate proceedings arising out of the actions taken in performance of this Agreement (hereinafter collectively referred to as “Claims”) to the extent that such Claims are caused by the acts, omissions, negligence, misconduct, or other fault of the Indemnitor, its departments, officers, officials, agents, employees, or volunteers. 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 Indemnitor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree.

In the event that any claim is made against either party for acts or omissions of the other party, it is the intent of the Parties to cooperate in the defense of such claim and to the extent possible, cause their insurers to cooperate in such defense.

The obligations of Section 6 of this IGA survive termination of this IGA.

7. **Insurance Requirements.** Each Party acknowledges and affirms that it has appropriate and adequate insurance, self-insurance or insurance pool coverage for its official operations, duties and activities, and that it will maintain such coverage for the duration of this Agreement.

Workers' Compensation Insurance: The parties agree that pursuant A.R.S. §23-1022(D) employees of each Party who work under the jurisdiction or control of or within the jurisdictional boundaries of the other Party pursuant to this IGA are deemed to be employees of both parties for the purposes of A.R.S. §23-1022. The primary employer of each employee performing services under this IGA shall be solely liable for the payment of workers' compensation benefits. Further, pursuant to A.R.S. § 23-1022(E), each Party agrees to post the following notice:

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

- 8. Non-Appropriation.** Notwithstanding any other provision in this IGA to the contrary, and in accordance with A.R.S. §35-154, this IGA may be terminated if, for any reason, a Party does not appropriate sufficient monies for maintaining this IGA. In the event of such termination, the Parties will have no further obligations under this IGA other than for payment for services rendered or goods provided prior to termination.
- 9. Compliance with Laws.** The Parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, and without limitation to those designated within this IGA. Any changes in the governing laws, rules and regulations during the term of this IGA shall apply and do not require an amendment.
- 10. Immigration Law 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 this IGA, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214 (A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the e-verify program. A breach of this warranty shall be deemed a material breach of this IGA subject to penalties up to and including termination of this IGA. Each Party retains the legal right to inspect the papers of the other Party and its subcontractors engaged in performance of this IGA 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.

11. Cancellation for Conflict of Interest. This IGA 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 was fully set forth in this IGA.

12. Compliance with Civil Rights Laws. The Parties shall comply in all respects with A.R.S. § 41-1463 (B), Arizona Executive Orders 75-5 and 99-4 and any other federal or state laws relating to equal opportunity and non-discrimination, including the Americans with Disabilities Act.

13. Governing Law. This Agreement shall in all respects be governed by the laws of the State of Arizona without reference to its principles of conflicts of laws.

14. Jurisdiction. The Parties agree that all disputes and litigations regarding this IGA and matters connected with its performance shall be subject to the exclusive jurisdiction of the courts of the State of Arizona or of the federal courts sitting herein.

15. Notices and Contact List

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

| | |
|--|--|
| Gila County: 1400 E. Ash Street Globe, AZ 85501 | City of Globe: 150 N. Pine Street Globe, AZ 85501 |
| Cathy Melvin With a copy to: Gila County Finance Department Amber Warden | Shelly Salazar/Chris Collopy |

The Parties may update by written notice to the other Party the above-referenced legal contacts in this section without requiring a written amendment to this IGA.

16. Entire Agreement. The Parties agree that this IGA and Exhibit A, incorporated by reference herein, represent the complete and exclusive statement of agreement

between the Parties and supersedes all proposals, oral or written, and all other communications relating to the subject matter of this IGA.

- 17. Modifications.** This IGA may be modified or amended only by a written instrument duly signed by an authorized representative of the governing body of each Party.
- 18. Waiver.** Failure or delay in enforcing any term, provision or condition of this IGA by either Party will not operate as a waiver and no waiver of any term, provision or condition of this IGA will be valid unless in writing and signed by the Party agreeing to such waiver. Any waiver by either Party of any condition, term or provision of this IGA will not operate or be considered as a waiver of any other condition, term or provision of a waiver of any future event or circumstance.
- 19. Severability.** If any provision of this IGA is determined by an arbitration panel or court of competent jurisdiction to be invalid or unenforceable, then such provision shall be deemed modified to the extent necessary to render such provision valid and enforceable; if such provision may not be so saved, it shall be severed and the remainder of this IGA shall remain in full force and effect.
- 20. Relationship of Parties.** The relationship between the Parties of this IGA is that of independent contractors. This IGA does not constitute a partnership or joint venture between the Parties. Each party shall act in its individual capacity and not as an agent, employee, partner, joint venture, associate, or any other representative capacity of any other Party. Each Party shall be solely and entirely responsible for its acts or acts of its agents and employees during the performance of this IGA. Nothing contained in this IGA shall confer any right to any person or entity not a party to this IGA.
- 21. Counterparts.** This IGA may be executed in two counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

**EXHIBIT "A" TO
IGA
BETWEEN
GILA COUNTY
AND
CITY OF GLOBE**

GENERAL DESCRIPTION OF PROJECT:

A summer work program (the "Summer Work Program") in Gila County that will run from June 7 through July 16, 2020 ("Program Duration").

PURPOSE:

Establish summer work experience opportunities for young people in Gila County.

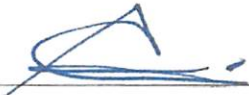


GILA COUNTY RESPONSIBILITIES:

- Assist in the recruitment of local youth interested in participating in the Summer Work Program
- Reimburse City of Globe for the payroll costs associated with the Summer Work Program including direct compensation and other employee related expenses, (employer's portion of F.I.C.A. and, as applicable, workers' compensation insurance) not to exceed the total sum of \$7,000 (2 workers) for the duration of the program.

CITY OF GLOBE RESPONSIBILITIES:

- City of Globe understands and agrees that each program participant ("Program Participant") will be considered for all purposes as an employee of the City of Globe.
- Compensate each Program Participant in the Summer Work Program at the rate of \$12.15 per hour for the program duration.
- Submit a detailed, itemized invoice to Gila County at the termination of the Summer Work Program or an alternate timeframe agreed upon by both parties.
- Maintain current and accurate payroll records sufficient to support Summer Work Program reimbursements and maintain such records for three (3) years and allow Gila County reasonable access to such records.
- As consideration for participating in the Summer Work Program, City of Globe will not infringe upon the promotional or training opportunities of current employees of City of Globe because of the hiring of a Program Participant for the Summer Work Program. This includes partial displacement, such as reduction in hours of non-overtime work, wages or employment benefits.

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

| | |
|-------------------------------------|--|
| GILA COUNTY BOARD OF SUPERVISORS | CITY OF GLOBE - Mayor Al Garcia |
| Tim R. Humphrey, Chairman |  |
| Date: | Date: 4-27-2021 |
| ATTEST: | ATTEST: Shelly Salazar City Clerk |
| Marian Sheppard, Clerk of the Board |  |
| Date: | Date: 4-27-2021 |
| APPROVED AS TO FORM | APPROVED AS TO FORM |
| |  |
| Date: | Date: 4-27-2021 |
| Gila County Attorney's Office | |

INTERGOVERNMENTAL AGREEMENT (“IGA”)

BETWEEN

GILA COUNTY, AZ

AND

TOWN OF MIAMI

THIS IGA is made and entered into by and between Gila County, AZ, a public agency of the State of Arizona acting through its Board of Supervisors (“Gila County”) and the Town of Miami, a public agency of the State of Arizona acting through its governing body, (“Town Council”). Gila County and Town of Miami shall be collectively referred to hereafter as “the Parties” and individually as a “Party”).

RECITALS

WHEREAS, the Parties pursuant to **A.R.S. §11-952 (A)**, as public agencies or public procurement units of the State of Arizona, if authorized by their respective governing bodies, may enter into agreements with one another for services or joint or cooperative action; and

WHEREAS, the Parties desire pursuant to the terms and conditions of this IGA to establish a summer work program (“Summer Work Program”) for Gila County young people as described in Exhibit A attached hereto and incorporated herein by this reference.

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

AGREEMENTS

- 1. Duration.** This Agreement shall become effective on the date it is fully executed by both Parties and will continue for a term of (1) year unless terminated earlier by the Parties as provided hereafter or extended by the agreement of the Parties.
- 2. Purpose.** The purpose of this IGA together with a description of the responsibilities of each Party and any agreed compensation for services or goods to be provided under this IGA are as set forth in Exhibit A.
- 3. Budget and Finances.** Pursuant to A.R.S. §11-952(B)(3), the establishment and maintenance of a budget for this IGA and the financing thereof, shall be approved annually by the Parties through their respective governing bodies. Financing may include commitment of general funds, grant funds, or other available financing. If grant funds and other available financing is not sufficient to fund the Summer Work

Program, the availability of general funds is subject to the discretion of each governing body.

4. **Termination.** Either Party may, at any time and without cause, terminate this IGA by providing 30 days written notice to the other Party. Upon termination, any legal obligation created in this IGA or Exhibit A which by its terms would survive termination, shall survive termination of this IGA by either Party for any reason.
5. **Property Division.** As required by A.R.S. §11-952(B)(4), upon complete termination of this IGA, each Party shall retain its respective property and property belonging to one which was furnished to the other shall be returned to the furnishing Party; upon partial termination of this IGA, property no longer required for the execution of this IGA shall be subject to the same return requirement.
6. **Indemnification and Cooperative Defense.** To the maximum extent permitted by law, each Party (as “Indemnitor”) agrees to indemnify, defend and hold harmless the other Party, its departments, officers, officials, agents, employees and volunteers (as “Indemnitee”) from and against any and all claims, losses, liability, costs or expenses to which any Indemnitee may become subject under any theory of liability whatsoever, including reasonable attorney’s fees, court costs and the costs of appellate proceedings arising out of the actions taken in performance of this Agreement (hereinafter collectively referred to as “Claims”) to the extent that such Claims are caused by the acts, omissions, negligence, misconduct, or other fault of the Indemnitor, its departments, officers, officials, agents, employees, or volunteers. 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 Indemnitor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree.

In the event that any claim is made against either party for acts or omissions of the other party, it is the intent of the Parties to cooperate in the defense of such claim and to the extent possible, cause their insurers to cooperate in such defense.

The obligations of Section 6 of this IGA survive termination of this IGA.

7. **Insurance Requirements.** Each Party acknowledges and affirms that it has appropriate and adequate insurance, self-insurance or insurance pool coverage for its official operations, duties and activities, and that it will maintain such coverage for the duration of this Agreement.

Workers' Compensation Insurance: The parties agree that pursuant A.R.S. §23-1022(D) employees of each Party who work under the jurisdiction or control of or within the jurisdictional boundaries of the other Party pursuant to this IGA are deemed to be employees of both parties for the purposes of A.R.S. §23-1022. The primary employer of each employee performing services under this IGA shall be solely liable for the payment of workers' compensation benefits. Further, pursuant to A.R.S. § 23-1022(E), each Party agrees to post the following notice:

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

8. **Non-Appropriation.** Notwithstanding any other provision in this IGA to the contrary, and in accordance with A.R.S. §35-154, this IGA may be terminated if, for any reason, a Party does not appropriate sufficient monies for maintaining this IGA. In the event of such termination, the Parties will have no further obligations under this IGA other than for payment for services rendered or goods provided prior to termination.
9. **Compliance with Laws.** The Parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, and without limitation to those designated within this IGA. Any changes in the governing laws, rules and regulations during the term of this IGA shall apply and do not require an amendment.
10. **Immigration Law 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 this IGA, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214 (A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the e-verify program. A breach of this warranty shall be deemed a material breach of this IGA subject to penalties up to and including termination of this IGA. Each Party retains the legal right to inspect the papers of the other Party and its subcontractors engaged in performance of this IGA 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.

11. Cancellation for Conflict of Interest. This IGA 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 was fully set forth in this IGA.

12. Compliance with Civil Rights Laws. The Parties shall comply in all respects with A.R.S. § 41-1463 (B), Arizona Executive Orders 75-5 and 99-4 and any other federal or state laws relating to equal opportunity and non-discrimination, including the Americans with Disabilities Act.

13. Governing Law. This Agreement shall in all respects be governed by the laws of the State of Arizona without reference to its principles of conflicts of laws.

14. Jurisdiction. The Parties agree that all disputes and litigations regarding this IGA and matters connected with its performance shall be subject to the exclusive jurisdiction of the courts of the State of Arizona or of the federal courts sitting herein.

15. Notices and Contact List

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

| | |
|---|---|
| Gila County: 1400 E. Ash Street Globe, AZ 85501 | Town of Miami 500 W. Sullivan Street Miami, AZ 85539 |
| Cathy Melvin | Karen Norris, Town Clerk |
| With a copy to: Gila County Finance Department Amber Warden | |

The Parties may update by written notice to the other Party the above-referenced legal contacts in this section without requiring a written amendment to this IGA.

16. Entire Agreement. The Parties agree that this IGA and Exhibit A, incorporated by reference herein, represent the complete and exclusive statement of agreement

between the Parties and supersedes all proposals, oral or written, and all other communications relating to the subject matter of this IGA.

17. Modifications. This IGA may be modified or amended only by a written instrument duly signed by an authorized representative of the governing body of each Party.

18. Waiver. Failure or delay in enforcing any term, provision or condition of this IGA by either Party will not operate as a waiver and no waiver of any term, provision or condition of this IGA will be valid unless in writing and signed by the Party agreeing to such waiver. Any waiver by either Party of any condition, term or provision of this IGA will not operate or be considered as a waiver of any other condition, term or provision of a waiver of any future event or circumstance.

19. Severability. If any provision of this IGA is determined by an arbitration panel or court of competent jurisdiction to be invalid or unenforceable, then such provision shall be deemed modified to the extent necessary to render such provision valid and enforceable; if such provision may not be so saved, it shall be severed and the remainder of this IGA shall remain in full force and effect.

20. Relationship of Parties. The relationship between the Parties of this IGA is that of independent contractors. This IGA does not constitute a partnership or joint venture between the Parties. Each party shall act in its individual capacity and not as an agent, employee, partner, joint venture, associate, or any other representative capacity of any other Party. Each Party shall be solely and entirely responsible for its acts or acts of its agents and employees during the performance of this IGA. Nothing contained in this IGA shall confer any right to any person or entity not a party to this IGA.

21. Counterparts. This IGA may be executed in two counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

**EXHIBIT "A" TO
IGA
BETWEEN
GILA COUNTY
AND
TOWN OF MIAMI**

GENERAL DESCRIPTION OF PROJECT:

A summer work program (the "Summer Work Program") in Gila County that will run from June 7 through July 16, 2020 ("Program Duration").

PURPOSE:

Establish summer work experience opportunities for young people in Gila County.




GILA COUNTY RESPONSIBILITIES:

- Assist in the recruitment of local youth interested in participating in the Summer Work Program
- Reimburse Town of Miami for the payroll costs associated with the Summer Work Program including direct compensation and other employee related expenses, (employer's portion of F.I.C.A. and, as applicable, workers' compensation insurance) not to exceed the total sum of \$14,000 (4 workers) for the duration of the program.

TOWN OF MIAMI RESPONSIBILITIES:

- Town of Miami understands and agrees that each program participant ("Program Participant") will be considered for all purposes as an employee of the Town of Miami.
- Compensate each Program Participant in the Summer Work Program at the rate of \$12.15 per hour for the program duration.
- Submit a detailed, itemized invoice to Gila County at the termination of the Summer Work Program or an alternate timeframe agreed upon by both parties.
- Maintain current and accurate payroll records sufficient to support Summer Work Program reimbursements and maintain such records for three (3) years and allow Gila County reasonable access to such records.
- As consideration for participating in the Summer Work Program, Town of Miami will not infringe upon the promotional or training opportunities of current employees of Town of Miami because of the hiring of a Program Participant for the Summer Work Program. This includes partial displacement, such as reduction in hours of non-overtime work, wages or employment benefits.

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

| GILA COUNTY BOARD OF SUPERVISORS | TOWN OF MIAMI |
|-------------------------------------|--|
| Tim R. Humphrey, Chairman |  |
| Date: | Date: 4-12-21 |
| ATTEST: | ATTEST: |
| Marian Sheppard, Clerk of the Board |  |
| Date: | Date: 4-12-21 |
| APPROVED AS TO FORM | APPROVED AS TO FORM |
| |  |
| Date: | Date: 4/12/2021 |
| Gila County Attorney's Office | |

INTERGOVERNMENTAL AGREEMENT (“IGA”)

BETWEEN

GILA COUNTY, AZ

AND

TOWN OF WINKELMAN

THIS IGA is made and entered into by and between Gila County, AZ, a public agency of the State of Arizona acting through its Board of Supervisors (“Gila County”) and the Town of Winkelman, a public agency of the State of Arizona acting through its governing body, (“Town Council”). Gila County and Town of Winkelman shall be collectively referred to hereafter as “the Parties” and individually as a “Party”).

RECITALS

WHEREAS, the Parties pursuant to **A.R.S. §11-952 (A)**, as public agencies or public procurement units of the State of Arizona, if authorized by their respective governing bodies, may enter into agreements with one another for services or joint or cooperative action; and

WHEREAS, the Parties desire pursuant to the terms and conditions of this IGA to establish a summer work program (“Summer Work Program”) for Gila County young people as described in Exhibit A attached hereto and incorporated herein by this reference.

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

AGREEMENTS

- 1. Duration.** This Agreement shall become effective on the date it is fully executed by both Parties and will continue for a term of (1) year unless terminated earlier by the Parties as provided hereafter or extended by the agreement of the Parties.
- 2. Purpose.** The purpose of this IGA together with a description of the responsibilities of each Party and any agreed compensation for services or goods to be provided under this IGA are as set forth in Exhibit A.
- 3. Budget and Finances.** Pursuant to A.R.S. §11-952(B)(3), the establishment and maintenance of a budget for this IGA and the financing thereof, shall be approved annually by the Parties through their respective governing bodies. Financing may include commitment of general funds, grant funds, or other available financing. If grant funds and other available financing is not sufficient to fund the Summer Work

Program, the availability of general funds is subject to the discretion of each governing body.

4. **Termination.** Either Party may, at any time and without cause, terminate this IGA by providing 30 days written notice to the other Party. Upon termination, any legal obligation created in this IGA or Exhibit A which by its terms would survive termination, shall survive termination of this IGA by either Party for any reason.
5. **Property Division.** As required by A.R.S. §11-952(B)(4), upon complete termination of this IGA, each Party shall retain its respective property and property belonging to one which was furnished to the other shall be returned to the furnishing Party; upon partial termination of this IGA, property no longer required for the execution of this IGA shall be subject to the same return requirement.
6. **Indemnification and Cooperative Defense.** To the maximum extent permitted by law, each Party (as “**Indemnitor**”) agrees to indemnify, defend and hold harmless the other Party, its departments, officers, officials, agents, employees and volunteers (as “**Indemnitee**”) from and against any and all claims, losses, liability, costs or expenses to which any Indemnitee may become subject under any theory of liability whatsoever, including reasonable attorney’s fees, court costs and the costs of appellate proceedings arising out of the actions taken in performance of this Agreement (hereinafter collectively referred to as “**Claims**”) to the extent that such Claims are caused by the acts, omissions, negligence, misconduct, or other fault of the Indemnitor, its departments, officers, officials, agents, employees, or volunteers. 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 Indemnitor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree.

In the event that any claim is made against either party for acts or omissions of the other party, it is the intent of the Parties to cooperate in the defense of such claim and to the extent possible, cause their insurers to cooperate in such defense.

The obligations of Section 6 of this IGA survive termination of this IGA.

7. **Insurance Requirements.** Each Party acknowledges and affirms that it has appropriate and adequate insurance, self-insurance or insurance pool coverage for its official operations, duties and activities, and that it will maintain such coverage for the duration of this Agreement.

Workers' Compensation Insurance: The parties agree that pursuant A.R.S. §23-1022(D) employees of each Party who work under the jurisdiction or control of or within the jurisdictional boundaries of the other Party pursuant to this IGA are deemed to be employees of both parties for the purposes of A.R.S. §23-1022. The primary employer of each employee performing services under this IGA shall be solely liable for the payment of workers' compensation benefits. Further, pursuant to A.R.S. § 23-1022(E), each Party agrees to post the following notice:

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

8. **Non-Appropriation.** Notwithstanding any other provision in this IGA to the contrary, and in accordance with A.R.S. §35-154, this IGA may be terminated if, for any reason, a Party does not appropriate sufficient monies for maintaining this IGA. In the event of such termination, the Parties will have no further obligations under this IGA other than for payment for services rendered or goods provided prior to termination.
9. **Compliance with Laws.** The Parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, and without limitation to those designated within this IGA. Any changes in the governing laws, rules and regulations during the term of this IGA shall apply and do not require an amendment.
10. **Immigration Law 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 this IGA, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214 (A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the e-verify program. A breach of this warranty shall be deemed a material breach of this IGA subject to penalties up to and including termination of this IGA. Each Party retains the legal right to inspect the papers of the other Party and its subcontractors engaged in performance of this IGA 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.

11. Cancellation for Conflict of Interest. This IGA 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 was fully set forth in this IGA.

12. Compliance with Civil Rights Laws. The Parties shall comply in all respects with A.R.S. § 41-1463 (B), Arizona Executive Orders 75-5 and 99-4 and any other federal or state laws relating to equal opportunity and non-discrimination, including the Americans with Disabilities Act.

13. Governing Law. This Agreement shall in all respects be governed by the laws of the State of Arizona without reference to its principles of conflicts of laws.

14. Jurisdiction. The Parties agree that all disputes and litigations regarding this IGA and matters connected with its performance shall be subject to the exclusive jurisdiction of the courts of the State of Arizona or of the federal courts sitting herein.

15. Notices and Contact List

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

| | |
|---|---|
| Gila County: 1400 E. Ash Street Globe, AZ 85501 | Town of Winkelman 206 Giffin Winkelman, AZ 85192 |
| Cathy Melvin | Sylvia Kerlock, Town Clerk |
| With a copy to: Gila County Finance Department Amber Warden | |

The Parties may update by written notice to the other Party the above-referenced legal contacts in this section without requiring a written amendment to this IGA.

16. Entire Agreement. The Parties agree that this IGA and Exhibit A, incorporated by reference herein, represent the complete and exclusive statement of agreement

between the Parties and supersedes all proposals, oral or written, and all other communications relating to the subject matter of this IGA.

- 17. Modifications.** This IGA may be modified or amended only by a written instrument duly signed by an authorized representative of the governing body of each Party.
- 18. Waiver.** Failure or delay in enforcing any term, provision or condition of this IGA by either Party will not operate as a waiver and no waiver of any term, provision or condition of this IGA will be valid unless in writing and signed by the Party agreeing to such waiver. Any waiver by either Party of any condition, term or provision of this IGA will not operate or be considered as a waiver of any other condition, term or provision of a waiver of any future event or circumstance.
- 19. Severability.** If any provision of this IGA is determined by an arbitration panel or court of competent jurisdiction to be invalid or unenforceable, then such provision shall be deemed modified to the extent necessary to render such provision valid and enforceable; if such provision may not be so saved, it shall be severed and the remainder of this IGA shall remain in full force and effect.
- 20. Relationship of Parties.** The relationship between the Parties of this IGA is that of independent contractors. This IGA does not constitute a partnership or joint venture between the Parties. Each party shall act in its individual capacity and not as an agent, employee, partner, joint venture, associate, or any other representative capacity of any other Party. Each Party shall be solely and entirely responsible for its acts or acts of its agents and employees during the performance of this IGA. Nothing contained in this IGA shall confer any right to any person or entity not a party to this IGA.
- 21. Counterparts.** This IGA may be executed in two counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

**EXHIBIT "A" TO
IGA
BETWEEN
GILA COUNTY
AND
TOWN OF WINKELMAN**

GENERAL DESCRIPTION OF PROJECT:

A summer work program (the "Summer Work Program") in Gila County that will run from June 7 through July 16, 2020 ("Program Duration").

PURPOSE:

Establish summer work experience opportunities for young people in Gila County.

GILA COUNTY RESPONSIBILITIES:

- Assist in the recruitment of local youth interested in participating in the Summer Work Program
- Reimburse Town of Winkelman for the payroll costs associated with the Summer Work Program including direct compensation and other employee related expenses, (employer's portion of F.I.C.A. and, as applicable, workers' compensation insurance) not to exceed the total sum of \$14,000 (4 workers) for the duration of the program.

TOWN OF WINKELMAN RESPONSIBILITIES:

- Town of Winkelman understands and agrees that each program participant ("Program Participant") will be considered for all purposes as an employee of the Town of Winkelman.
- Compensate each Program Participant in the Summer Work Program at the rate of \$12.15 per hour for the program duration.
- Submit a detailed, itemized invoice to Gila County at the termination of the Summer Work Program or an alternate timeframe agreed upon by both parties.
- Maintain current and accurate payroll records sufficient to support Summer Work Program reimbursements and maintain such records for three (3) years and allow Gila County reasonable access to such records.
- As consideration for participating in the Summer Work Program, Town of Winkelman will not infringe upon the promotional or training opportunities of current employees of Town of Winkelman because of the hiring of a Program Participant for the Summer Work Program. This includes partial displacement, such as reduction in hours of non-overtime work, wages or employment benefits.

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

| GILA COUNTY BOARD OF SUPERVISORS | TOWN OF WINKELMAN |
|---|---|
| <p>Tim R. Humphrey, Chairman</p> | <p>Sylvia Kerlock, Town Clerk</p> |
| <p>Date:</p> | <p>Date: April 12, 2021</p> |
| <p>ATTEST:</p> | <p>ATTEST:</p> |
| <p>Marian Sheppard, Clerk of the Board</p> | <p><i>Sylvia Kerlock</i> <i>Louis C. Bracamonte</i> Mayor</p> |
| <p>Date:</p> | <p>Date:</p> |
| <p>APPROVED AS TO FORM</p> | <p>APPROVED AS TO FORM</p> |
| | <p><i>[Signature]</i></p> |
| <p>Date:</p> | <p>Date: 4-12-21</p> |
| <p>Gila County Attorney's Office</p> | <p>Town Attorney</p> |

INTERGOVERNMENTAL AGREEMENT ("IGA")

BETWEEN

GILA COUNTY, AZ

AND

TOWN OF HAYDEN

THIS IGA is made and entered into by and between Gila County, AZ, a public agency of the State of Arizona acting through its Board of Supervisors ("Gila County") and the Town of Hayden, a public agency of the State of Arizona acting through its governing body, ("Town Council"). Gila County and Town of Hayden shall be collectively referred to hereafter as "the Parties" and individually as a "Party").

RECITALS

WHEREAS, the Parties pursuant to **A.R.S. §11-952 (A)**, as public agencies or public procurement units of the State of Arizona, if authorized by their respective governing bodies, may enter into agreements with one another for services or joint or cooperative action; and

WHEREAS, the Parties desire pursuant to the terms and conditions of this IGA to establish a summer work program ("Summer Work Program") for Gila County young people as described in Exhibit A attached hereto and incorporated herein by this reference.

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

AGREEMENTS

- 1. Duration.** This Agreement shall become effective on the date it is fully executed by both Parties and will continue for a term of (1) year unless terminated earlier by the Parties as provided hereafter or extended by the agreement of the Parties.
- 2. Purpose.** The purpose of this IGA together with a description of the responsibilities of each Party and any agreed compensation for services or goods to be provided under this IGA are as set forth in Exhibit A.
- 3. Budget and Finances.** Pursuant to A.R.S. §11-952(B)(3), the establishment and maintenance of a budget for this IGA and the financing thereof, shall be approved annually by the Parties through their respective governing bodies. Financing may include commitment of general funds, grant funds, or other available financing. If grant funds and other available financing is not sufficient to fund the Summer Work

Program, the availability of general funds is subject to the discretion of each governing body.

4. **Termination.** Either Party may, at any time and without cause, terminate this IGA by providing 30 days written notice to the other Party. Upon termination, any legal obligation created in this IGA or Exhibit A which by its terms would survive termination, shall survive termination of this IGA by either Party for any reason.
5. **Property Division.** As required by A.R.S. §11-952(B)(4), upon complete termination of this IGA, each Party shall retain its respective property and property belonging to one which was furnished to the other shall be returned to the furnishing Party; upon partial termination of this IGA, property no longer required for the execution of this IGA shall be subject to the same return requirement.
6. **Indemnification and Cooperative Defense.** To the maximum extent permitted by law, each Party (as "Indemnitor") agrees to indemnify, defend and hold harmless the other Party, its departments, officers, officials, agents, employees and volunteers (as "Indemnitee") from and against any and all claims, losses, liability, costs or expenses to which any Indemnitee may become subject under any theory of liability whatsoever, including reasonable attorney's fees, court costs and the costs of appellate proceedings arising out of the actions taken in performance of this Agreement (hereinafter collectively referred to as "Claims") to the extent that such Claims are caused by the acts, omissions, negligence, misconduct, or other fault of the Indemnitor, its departments, officers, officials, agents, employees, or volunteers. 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 Indemnitor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree.

In the event that any claim is made against either party for acts or omissions of the other party, it is the intent of the Parties to cooperate in the defense of such claim and to the extent possible, cause their insurers to cooperate in such defense.

The obligations of Section 6 of this IGA survive termination of this IGA.

7. **Insurance Requirements.** Each Party acknowledges and affirms that it has appropriate and adequate insurance, self-insurance or insurance pool coverage for its official operations, duties and activities, and that it will maintain such coverage for the duration of this Agreement.

Workers' Compensation Insurance: The parties agree that pursuant A.R.S. §23-1022(D) employees of each Party who work under the jurisdiction or control of or within the jurisdictional boundaries of the other Party pursuant to this IGA are deemed to be employees of both parties for the purposes of A.R.S. §23-1022. The primary employer of each employee performing services under this IGA shall be solely liable for the payment of workers' compensation benefits. Further, pursuant to A.R.S. § 23-1022(E), each Party agrees to post the following notice:

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

8. **Non-Appropriation.** Notwithstanding any other provision in this IGA to the contrary, and in accordance with A.R.S. §35-154, this IGA may be terminated if, for any reason, a Party does not appropriate sufficient monies for maintaining this IGA. In the event of such termination, the Parties will have no further obligations under this IGA other than for payment for services rendered or goods provided prior to termination.
9. **Compliance with Laws.** The Parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, and without limitation to those designated within this IGA. Any changes in the governing laws, rules and regulations during the term of this IGA shall apply and do not require an amendment.
10. **Immigration Law 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 this IGA, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214 (A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the e-verify program. A breach of this warranty shall be deemed a material breach of this IGA subject to penalties up to and including termination of this IGA. Each Party retains the legal right to inspect the papers of the other Party and its subcontractors engaged in performance of this IGA 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.

11. Cancellation for Conflict of Interest. This IGA 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 was fully set forth in this IGA.

12. Compliance with Civil Rights Laws. The Parties shall comply in all respects with A.R.S. § 41-1463 (B), Arizona Executive Orders 75-5 and 99-4 and any other federal or state laws relating to equal opportunity and non-discrimination, including the Americans with Disabilities Act.

13. Governing Law. This Agreement shall in all respects be governed by the laws of the State of Arizona without reference to its principles of conflicts of laws.

14. Jurisdiction. The Parties agree that all disputes and litigations regarding this IGA and matters connected with its performance shall be subject to the exclusive jurisdiction of the courts of the State of Arizona or of the federal courts sitting herein.

15. Notices and Contact List

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

| Gila County: | Town of Hayden |
|---|------------------------------|
| 1400 E. Ash Street Globe, AZ 85501 | PO Box B Hayden, AZ 85135 |
| Cathy Melvin | Laura Romero, Town Clerk |
| With a copy to: Gila County Finance Department Amber Warden | |

The Parties may update by written notice to the other Party the above-referenced legal contacts in this section without requiring a written amendment to this IGA.

16. Entire Agreement. The Parties agree that this IGA and Exhibit A, incorporated by reference herein, represent the complete and exclusive statement of agreement

between the Parties and supersedes all proposals, oral or written, and all other communications relating to the subject matter of this IGA.

- 17. Modifications.** This IGA may be modified or amended only by a written instrument duly signed by an authorized representative of the governing body of each Party.
- 18. Waiver.** Failure or delay in enforcing any term, provision or condition of this IGA by either Party will not operate as a waiver and no waiver of any term, provision or condition of this IGA will be valid unless in writing and signed by the Party agreeing to such waiver. Any waiver by either Party of any condition, term or provision of this IGA will not operate or be considered as a waiver of any other condition, term or provision of a waiver of any future event or circumstance.
- 19. Severability.** If any provision of this IGA is determined by an arbitration panel or court of competent jurisdiction to be invalid or unenforceable, then such provision shall be deemed modified to the extent necessary to render such provision valid and enforceable; if such provision may not be so saved, it shall be severed and the remainder of this IGA shall remain in full force and effect.
- 20. Relationship of Parties.** The relationship between the Parties of this IGA is that of independent contractors. This IGA does not constitute a partnership or joint venture between the Parties. Each party shall act in its individual capacity and not as an agent, employee, partner, joint venture, associate, or any other representative capacity of any other Party. Each Party shall be solely and entirely responsible for its acts or acts of its agents and employees during the performance of this IGA. Nothing contained in this IGA shall confer any right to any person or entity not a party to this IGA.
- 21. Counterparts.** This IGA may be executed in two counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

**EXHIBIT "A" TO
IGA
BETWEEN
GILA COUNTY
AND
TOWN OF HAYDEN**

GENERAL DESCRIPTION OF PROJECT:

A summer work program (the "Summer Work Program") in Gila County that will run from June 7 through July 16, 2020 ("Program Duration").

PURPOSE:

Establish summer work experience opportunities for young people in Gila County.


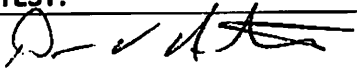
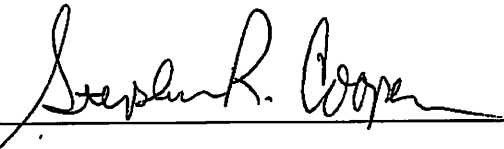
GILA COUNTY RESPONSIBILITIES:

- Assist in the recruitment of local youth interested in participating in the Summer Work Program
- Reimburse Town of Hayden for the payroll costs associated with the Summer Work Program including direct compensation and other employee related expenses, (employer's portion of F.I.C.A. and, as applicable, workers' compensation insurance) not to exceed the total sum of \$17,500 (5 workers) for the duration of the program.

TOWN OF HAYDEN RESPONSIBILITIES:

- Town of Hayden understands and agrees that each program participant ("Program Participant") will be considered for all purposes as an employee of the Town of Hayden.
- Compensate each Program Participant in the Summer Work Program at the rate of \$12.15 per hour for the program duration.
- Submit a detailed, itemized invoice to Gila County at the termination of the Summer Work Program or an alternate timeframe agreed upon by both parties.
- Maintain current and accurate payroll records sufficient to support Summer Work Program reimbursements and maintain such records for three (3) years and allow Gila County reasonable access to such records.
- As consideration for participating in the Summer Work Program, Town of Hayden will not infringe upon the promotional or training opportunities of current employees of Town of Hayden because of the hiring of a Program Participant for the Summer Work Program. This includes partial displacement, such as reduction in hours of non-overtime work, wages or employment benefits.

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

| GILA COUNTY BOARD OF SUPERVISORS | TOWN OF HAYDEN |
|-------------------------------------|--|
| Tim R. Humphrey, Chairman |  LAURA ROMERO, Town Clerk |
| Date: | Date: 4-19-2021 |
| ATTEST: | ATTEST:  MAYOR |
| Marian Sheppard, Clerk of the Board | Date: 4-21-21 |
| APPROVED AS TO FORM | APPROVED AS TO FORM |
| |  |
| Date: | Date: April 19, 2021 |
| Gila County Attorney's Office | Town Attorney |

INTERGOVERNMENTAL AGREEMENT ("IGA")

BETWEEN

GILA COUNTY, AZ

AND

TOWN OF PAYSON

THIS IGA is made and entered into by and between Gila County, AZ, a public agency of the State of Arizona acting through its Board of Supervisors ("Gila County") and the Town of Payson, a public agency of the State of Arizona acting through its governing body, ("Town Council"). Gila County and Town of Payson shall be collectively referred to hereafter as "the Parties" and individually as a "Party").

RECITALS

WHEREAS, the Parties pursuant to **A.R.S. §11-952 (A)**, as public agencies or public procurement units of the State of Arizona, if authorized by their respective governing bodies, may enter into agreements with one another for services or joint or cooperative action; and

WHEREAS, the Parties desire pursuant to the terms and conditions of this IGA to establish a summer work program ("Summer Work Program") for Gila County young people as described in Exhibit A attached hereto and incorporated herein by this reference.

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

AGREEMENTS

- 1. Duration.** This Agreement shall become effective on the date it is fully executed by both Parties and will continue for a term of (1) year unless terminated earlier by the Parties as provided hereafter or extended by the agreement of the Parties.
- 2. Purpose.** The purpose of this IGA together with a description of the responsibilities of each Party and any agreed compensation for services or goods to be provided under this IGA are as set forth in Exhibit A.
- 3. Budget and Finances.** Pursuant to A.R.S. §11-952(B)(3), the establishment and maintenance of a budget for this IGA and the financing thereof, shall be approved annually by the Parties through their respective governing bodies. Financing may include commitment of general funds, grant funds, or other available financing. If grant funds and other available financing is not sufficient to fund the Summer Work

Program, the availability of general funds is subject to the discretion of each governing body.

4. **Termination.** Either Party may, at any time and without cause, terminate this IGA by providing 30 days written notice to the other Party. Upon termination, any legal obligation created in this IGA or Exhibit A which by its terms would survive termination, shall survive termination of this IGA by either Party for any reason.
5. **Property Division.** As required by A.R.S. §11-952(B)(4), upon complete termination of this IGA, each Party shall retain its respective property and property belonging to one which was furnished to the other shall be returned to the furnishing Party; upon partial termination of this IGA, property no longer required for the execution of this IGA shall be subject to the same return requirement.
6. **Indemnification and Cooperative Defense.** To the maximum extent permitted by law, each Party (as "Indemnitor") agrees to indemnify, defend and hold harmless the other Party, its departments, officers, officials, agents, employees and volunteers (as "Indemnitee") from and against any and all claims, losses, liability, costs or expenses to which any Indemnitee may become subject under any theory of liability whatsoever, including reasonable attorney's fees, court costs and the costs of appellate proceedings arising out of the actions taken in performance of this Agreement (hereinafter collectively referred to as "Claims") to the extent that such Claims are caused by the acts, omissions, negligence, misconduct, or other fault of the Indemnitor, its departments, officers, officials, agents, employees, or volunteers. 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 Indemnitor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree.

In the event that any claim is made against either party for acts or omissions of the other party, it is the intent of the Parties to cooperate in the defense of such claim and to the extent possible, cause their insurers to cooperate in such defense.

The obligations of Section 6 of this IGA survive termination of this IGA.

7. **Insurance Requirements.** Each Party acknowledges and affirms that it has appropriate and adequate insurance, self-insurance or insurance pool coverage for its official operations, duties and activities, and that it will maintain such coverage for the duration of this Agreement.

Workers' Compensation Insurance: The parties agree that pursuant A.R.S. §23-1022(D) employees of each Party who work under the jurisdiction or control of or within the jurisdictional boundaries of the other Party pursuant to this IGA are deemed to be employees of both parties for the purposes of A.R.S. §23-1022. The primary employer of each employee performing services under this IGA shall be solely liable for the payment of workers' compensation benefits. Further, pursuant to A.R.S. § 23-1022(E), each Party agrees to post the following notice:

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

- 8. Non-Appropriation.** Notwithstanding any other provision in this IGA to the contrary, and in accordance with A.R.S. §35-154, this IGA may be terminated if, for any reason, a Party does not appropriate sufficient monies for maintaining this IGA. In the event of such termination, the Parties will have no further obligations under this IGA other than for payment for services rendered or goods provided prior to termination.
- 9. Compliance with Laws.** The Parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, and without limitation to those designated within this IGA. Any changes in the governing laws, rules and regulations during the term of this IGA shall apply and do not require an amendment.
- 10. Immigration Law 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 this IGA, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214 (A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the e-verify program. A breach of this warranty shall be deemed a material breach of this IGA subject to penalties up to and including termination of this IGA. Each Party retains the legal right to inspect the papers of the other Party and its subcontractors engaged in performance of this IGA 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.

11. Cancellation for Conflict of Interest. This IGA 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 was fully set forth in this IGA.

12. Compliance with Civil Rights Laws. The Parties shall comply in all respects with A.R.S. § 41-1463 (B), Arizona Executive Orders 75-5 and 99-4 and any other federal or state laws relating to equal opportunity and non-discrimination, including the Americans with Disabilities Act.

13. Governing Law. This Agreement shall in all respects be governed by the laws of the State of Arizona without reference to its principles of conflicts of laws.

14. Jurisdiction. The Parties agree that all disputes and litigations regarding this IGA and matters connected with its performance shall be subject to the exclusive jurisdiction of the courts of the State of Arizona or of the federal courts sitting herein.

15. Notices and Contact List

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

| | |
|--|---|
| Gila County: 1400 E. Ash Street Globe, AZ 85501 | Town of Payson 303 N. Beeline Hwy Payson, AZ 85541 |
| Cathy Melvin | Tracy Bailey, Town Clerk |
| With a copy to: Gila County Finance Department Amber Warden | |

The Parties may update by written notice to the other Party the above-referenced legal contacts in this section without requiring a written amendment to this IGA.

16. Entire Agreement. The Parties agree that this IGA and Exhibit A, incorporated by reference herein, represent the complete and exclusive statement of agreement

between the Parties and supersedes all proposals, oral or written, and all other communications relating to the subject matter of this IGA.

- 17. Modifications.** This IGA may be modified or amended only by a written instrument duly signed by an authorized representative of the governing body of each Party.
- 18. Waiver.** Failure or delay in enforcing any term, provision or condition of this IGA by either Party will not operate as a waiver and no waiver of any term, provision or condition of this IGA will be valid unless in writing and signed by the Party agreeing to such waiver. Any waiver by either Party of any condition, term or provision of this IGA will not operate or be considered as a waiver of any other condition, term or provision of a waiver of any future event or circumstance.
- 19. Severability.** If any provision of this IGA is determined by an arbitration panel or court of competent jurisdiction to be invalid or unenforceable, then such provision shall be deemed modified to the extent necessary to render such provision valid and enforceable; if such provision may not be so saved, it shall be severed and the remainder of this IGA shall remain in full force and effect.
- 20. Relationship of Parties.** The relationship between the Parties of this IGA is that of independent contractors. This IGA does not constitute a partnership or joint venture between the Parties. Each party shall act in its individual capacity and not as an agent, employee, partner, joint venture, associate, or any other representative capacity of any other Party. Each Party shall be solely and entirely responsible for its acts or acts of its agents and employees during the performance of this IGA. Nothing contained in this IGA shall confer any right to any person or entity not a party to this IGA.
- 21. Counterparts.** This IGA may be executed in two counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

**EXHIBIT "A" TO
IGA
BETWEEN
GILA COUNTY
AND
TOWN OF PAYSON**

GENERAL DESCRIPTION OF PROJECT:

A summer work program (the "Summer Work Program") in Gila County that will run from June through July 16, 2021 ("Program Duration").

PURPOSE:

Establish summer work experience opportunities for young people in Gila County.




GILA COUNTY RESPONSIBILITIES:

- Assist in the recruitment of local youth interested in participating in the Summer Work Program
- Reimburse Town of Payson for the payroll costs associated with the Summer Work Program including direct compensation and other employee related expenses, (employer's portion of F.I.C.A. and, as applicable, workers' compensation insurance) not to exceed the total sum of \$14,000 (4 workers) for the duration of the program.

TOWN OF PAYSON RESPONSIBILITIES:

- Town of Payson understands and agrees that each program participant ("Program Participant") will be considered for all purposes as an employee of the Town of Payson.
- Compensate each Program Participant in the Summer Work Program at the rate of \$12.15 per hour for the program duration.
- Submit a detailed, itemized invoice to Gila County at the termination of the Summer Work Program or an alternate timeframe agreed upon by both parties.
- Maintain current and accurate payroll records sufficient to support Summer Work Program reimbursements and maintain such records for three (3) years and allow Gila County reasonable access to such records.
- As consideration for participating in the Summer Work Program, Town of Payson will not infringe upon the promotional or training opportunities of current employees of Town of Payson because of the hiring of a Program Participant for the Summer Work Program. This includes partial displacement, such as reduction in hours of non-overtime work, wages or employment benefits.

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

| GILA COUNTY BOARD OF SUPERVISORS | TOWN OF PAYSON |
|--|--|
| <p>Tim R. Humphrey, Chairman</p> |  Thomas Morrissey, Mayor Tracy Bailey, Town Clerk |
| <p>Date:</p> | <p>Date: 04-12-21</p> |
| <p>ATTEST:</p> | <p>ATTEST:</p> |
| <p>Marian Sheppard, Clerk of the Board</p> |  Tracie Bailey, Town Clerk |
| <p>Date:</p> | <p>Date:</p> |
| <p>APPROVED AS TO FORM</p> | <p>APPROVED AS TO FORM</p> |
| |  |
| <p>Date:</p> | <p>Date: 4-8-21</p> |
| <p>Gila County Attorney's Office</p> | |

INTERGOVERNMENTAL AGREEMENT ("IGA")

BETWEEN

GILA COUNTY, AZ

AND

YOUNG PUBLIC SCHOOL

THIS IGA is made and entered into by and between Gila County, AZ, a public agency of the State of Arizona acting through its Board of Supervisors ("Gila County") and the Young Public School District, a public agency of the State of Arizona acting through its governing body, ("School Board"). Gila County and Young Public School shall be collectively referred to hereafter as "the Parties" and individually as a "Party").

RECITALS

WHEREAS, the Parties pursuant to A.R.S. §11-952 (A), as public agencies or public procurement units of the State of Arizona, if authorized by their respective governing bodies, may enter into agreements with one another for services or joint or cooperative action; and

WHEREAS, the Parties desire pursuant to the terms and conditions of this IGA to establish a summer work program ("Summer Work Program") for Gila County young people as described in Exhibit A attached hereto and incorporated herein by this reference.

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

AGREEMENTS

- 1. Duration.** This Agreement shall become effective on the date it is fully executed by both Parties and will continue for a term of (1) year unless terminated earlier by the Parties as provided hereafter or extended by the agreement of the Parties.
- 2. Purpose.** The purpose of this IGA together with a description of the responsibilities of each Party and any agreed compensation for services or goods to be provided under this IGA are as set forth in Exhibit A.
- 3. Budget and Finances.** Pursuant to A.R.S. §11-952(B)(3), the establishment and maintenance of a budget for this IGA and the financing thereof, shall be approved annually by the Parties through their respective governing bodies. Financing may include commitment of general funds, grant funds, or other available financing. If grant funds and other available financing is not sufficient to fund the Summer Work

Program, the availability of general funds is subject to the discretion of each governing body.

- 4. Termination.** Either Party may, at any time and without cause, terminate this IGA by providing 30 days written notice to the other Party. Upon termination, any legal obligation created in this IGA or Exhibit A which by its terms would survive termination, shall survive termination of this IGA by either Party for any reason.
- 5. Property Division.** As required by A.R.S. §11-952(B)(4), upon complete termination of this IGA, each Party shall retain its respective property and property belonging to one which was furnished to the other shall be returned to the furnishing Party; upon partial termination of this IGA, property no longer required for the execution of this IGA shall be subject to the same return requirement.
- 6. Indemnification and Cooperative Defense.** To the maximum extent permitted by law, each Party (as "Indemnitor") agrees to indemnify, defend and hold harmless the other Party, its departments, officers, officials, agents, employees and volunteers (as "Indemnitee") from and against any and all claims, losses, liability, costs or expenses to which any Indemnitee may become subject under any theory of liability whatsoever, including reasonable attorney's fees, court costs and the costs of appellate proceedings arising out of the actions taken in performance of this Agreement (hereinafter collectively referred to as "Claims") to the extent that such Claims are caused by the acts, omissions, negligence, misconduct, or other fault of the Indemnitor, its departments, officers, officials, agents, employees, or volunteers. 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 Indemnitor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree.

In the event that any claim is made against either party for acts or omissions of the other party, it is the intent of the Parties to cooperate in the defense of such claim and to the extent possible, cause their insurers to cooperate in such defense.

The obligations of Section 6 of this IGA survive termination of this IGA.

- 7. Insurance Requirements.** Each Party acknowledges and affirms that it has appropriate and adequate insurance, self-insurance or insurance pool coverage for its official operations, duties and activities, and that it will maintain such coverage for the duration of this Agreement.

Workers' Compensation Insurance: The parties agree that pursuant A.R.S. §23-1022(D) employees of each Party who work under the jurisdiction or control of or within the jurisdictional boundaries of the other Party pursuant to this IGA are deemed to be employees of both parties for the purposes of A.R.S. §23-1022. The primary employer of each employee performing services under this IGA shall be solely liable for the payment of workers' compensation benefits. Further, pursuant to A.R.S. § 23-1022(E), each Party agrees to post the following notice:

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

- 8. Non-Appropriation.** Notwithstanding any other provision in this IGA to the contrary, and in accordance with A.R.S. §35-154, this IGA may be terminated if, for any reason, a Party does not appropriate sufficient monies for maintaining this IGA. In the event of such termination, the Parties will have no further obligations under this IGA other than for payment for services rendered or goods provided prior to termination.
- 9. Compliance with Laws.** The Parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, and without limitation to those designated within this IGA. Any changes in the governing laws, rules and regulations during the term of this IGA shall apply and do not require an amendment.
- 10. Immigration Law 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 this IGA, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214 (A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the e-verify program. A breach of this warranty shall be deemed a material breach of this IGA subject to penalties up to and including termination of this IGA. Each Party retains the legal right to inspect the papers of the other Party and its subcontractors engaged in performance of this IGA 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.

11. Cancellation for Conflict of Interest. This IGA 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 was fully set forth in this IGA.

12. Compliance with Civil Rights Laws. The Parties shall comply in all respects with A.R.S. § 41-1463 (B), Arizona Executive Orders 75-5 and 99-4 and any other federal or state laws relating to equal opportunity and non-discrimination, including the Americans with Disabilities Act.

13. Governing Law. This Agreement shall in all respects be governed by the laws of the State of Arizona without reference to its principles of conflicts of laws.

14. Jurisdiction. The Parties agree that all disputes and litigations regarding this IGA and matters connected with its performance shall be subject to the exclusive jurisdiction of the courts of the State of Arizona or of the federal courts sitting herein.

15. Notices and Contact List

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

| | |
|---|--|
| Gila County: | Young Public School District |
| 1400 E. Ash Street Globe, AZ 85501 | PO Box 390 Young, AZ 85554 |
| Cathy Melvin | Carrie Robbs, School Superintendent |
| With a copy to: Gila County Finance Department Amber Warden | |

The Parties may update by written notice to the other Party the above-referenced legal contacts in this section without requiring a written amendment to this IGA.

16. Entire Agreement. The Parties agree that this IGA and Exhibit A, incorporated by reference herein, represent the complete and exclusive statement of agreement

between the Parties and supersedes all proposals, oral or written, and all other communications relating to the subject matter of this IGA.

- 17. Modifications.** This IGA may be modified or amended only by a written instrument duly signed by an authorized representative of the governing body of each Party.
- 18. Waiver.** Failure or delay in enforcing any term, provision or condition of this IGA by either Party will not operate as a waiver and no waiver of any term, provision or condition of this IGA will be valid unless in writing and signed by the Party agreeing to such waiver. Any waiver by either Party of any condition, term or provision of this IGA will not operate or be considered as a waiver of any other condition, term or provision of a waiver of any future event or circumstance.
- 19. Severability.** If any provision of this IGA is determined by an arbitration panel or court of competent jurisdiction to be invalid or unenforceable, then such provision shall be deemed modified to the extent necessary to render such provision valid and enforceable; if such provision may not be so saved, it shall be severed and the remainder of this IGA shall remain in full force and effect.
- 20. Relationship of Parties.** The relationship between the Parties of this IGA is that of independent contractors. This IGA does not constitute a partnership or joint venture between the Parties. Each party shall act in its individual capacity and not as an agent, employee, partner, joint venture, associate, or any other representative capacity of any other Party. Each Party shall be solely and entirely responsible for its acts or acts of its agents and employees during the performance of this IGA. Nothing contained in this IGA shall confer any right to any person or entity not a party to this IGA.
- 21. Counterparts.** This IGA may be executed in two counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

**EXHIBIT "A" TO
IGA
BETWEEN
GILA COUNTY
AND
YOUNG PUBLIC SCHOOL DISTRICT**

GENERAL DESCRIPTION OF PROJECT:

A summer work program (the "Summer Work Program") in Gila County that will run from June 7 through July 16, 2020 ("Program Duration").

PURPOSE:

Establish summer work experience opportunities for young people in Gila County.


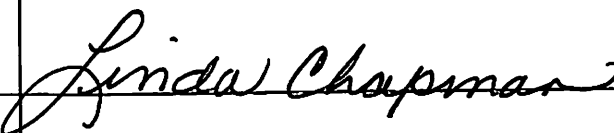
GILA COUNTY RESPONSIBILITIES:

- Assist in the recruitment of local youth interested in participating in the Summer Work Program
- Reimburse Young Public School District for the payroll costs associated with the Summer Work Program including direct compensation and other employee related expenses, (employer's portion of F.I.C.A. and, as applicable, workers' compensation insurance) not to exceed the total sum of \$10,500 (3 workers) for the duration of the program.

TOWN OF PAYSON RESPONSIBILITIES:

- Young Public School District understands and agrees that each program participant ("Program Participant") will be considered for all purposes as an employee of the Young Public School District.
- Compensate each Program Participant in the Summer Work Program at the rate of \$12.15 per hour for the program duration.
- Submit a detailed, itemized invoice to Gila County at the termination of the Summer Work Program or an alternate timeframe agreed upon by both parties.
- Maintain current and accurate payroll records sufficient to support Summer Work Program reimbursements and maintain such records for three (3) years and allow Gila County reasonable access to such records.
- As consideration for participating in the Summer Work Program, Young Public School District will not infringe upon the promotional or training opportunities of current employees of Young Public School District because of the hiring of a Program Participant for the Summer Work Program. This includes partial displacement, such as reduction in hours of non-overtime work, wages or employment benefits.

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

| GILA COUNTY BOARD OF SUPERVISORS | YOUNG PUBLIC SCHOOL DISTRICT |
|-------------------------------------|--|
| Tim R. Humphrey, Chairman | Carrie Robbs, School Superintendent |
| Date: | Date: 4/12/2021 |
| ATTEST: | ATTEST: |
| Marian Sheppard, Clerk of the Board |  |
| Date: | Date: 4-12-2021 |
| APPROVED AS TO FORM | APPROVED AS TO FORM |
| |  |
| Date: | Date: 4-12-2021 |
| Gila County Attorney's Office | |

ARF-6622

Regular Agenda Item 3. F.

Regular BOS Meeting

Meeting Date: 05/18/2021

Submitted By: Cathy Melvin, Executive Assistant

Department: Board of Supervisors-District 3

Fiscal Year: 2020-2021 Budgeted?: Yes

Contract Dates June 7, 2021 to July Grant?: No

Begin & End: 30, 2021

Matching No Fund?: New

Requirement?:

Information

Request/Subject

An agreement between Gila County and the Conservation Legacy to provide the recruitment, supervision, and training of two Youth Conservation Corps (YCC) crews and crew leaders.

Background Information

District 3 Supervisor Woody Cline and staff have collaborated with the Tonto National Forest administrative staff and Arizona Conservation Legacy to establish two YCC crews. One crew will be based in the Payson area and another crew will be based in Globe and cover both Globe and Tonto Basin.

The two crews will begin on June 7, 2021 through July 23, 2021 for a total of 7 weeks. The crew leaders/mentors will be on the payroll for an additional week in order to meet their Americorp education requirements.

Evaluation

The agreement includes the amount of funding (\$70,000) that will be required for the project and the scope of work that will be provided for training the YCC crews. The funding provided by Gila County will cover the costs for 2 leaders/mentors, 12 crew members, supplies, and vehicle rental. The Tonto National Forest will contribute \$24,000 that will provide the costs for 2 leaders/mentors and vehicle rental for one crew. The Conservation Legacy will provide opportunities for and manage conservation projects within the County and provide young adults and/or veterans with structured, safe, and challenging work and educational opportunities through employment projects that promote personal growth,

the development of life skills, and an ethic of natural resource stewardship within the County. The Conservation Legacy agrees that the entire grant will be utilized for conservation projects solely within Gila County.

Conclusion

The YCC crews will benefit the youth that are employed by developing skills and provide them with a positive work experience and expose them to the numerous career opportunities available with the United States Forest Service.

Recommendation

Staff recommends the approval of the Agreement between Gila County and Conservation Legacy.

Suggested Motion

Information/Discussion/Action to approve the Agreement between Gila County and Conservation Legacy in the amount of \$70,000 for one year to fund two Youth Conservation Corps crews to be based in Payson and Globe. **(Woody Cline/Cathy Melvin)**

Attachments

Conservation Legacy Agreement

**AGREEMENT NO.
BETWEEN
GILA COUNTY
AND
CONSERVATION LEGACY**

This Agreement (the "Agreement") is made and entered into effective this _____ day of _____, 2021, by and between Gila County, AZ (the "County") and the Conservation Legacy (the "Organization"). (Gila County and the Organization shall be collectively referred to hereafter as "the Parties" and individually as a "Party").

RECITALS

WHEREAS, the Gila County Board of Supervisors (the "Board") desires to provide funding to the Organization pursuant to A.R.S. 11-254 for the purpose of economic development activity as defined in A.R.S. 11-254.04 C.;

WHEREAS, the Organization is a 501(c)(3) non-profit organization registered with the Arizona Corporation Commission and maintain a federal tax-exempt status;

WHEREAS, the Organization has requested funding to complete conservation projects, provide young adults and/or veterans with structured, safe and challenging work and educational opportunities through employment projects that promote personal growth, the development of life skills, and an ethic of natural resource stewardship within the County; and

WHEREAS, the Board has found and determined that the funding is for the benefit of the public and will assist in the creation or retention of jobs or will otherwise improve or enhance the economic welfare of the inhabitants of the County.

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

AGREEMENTS

1. Economic Development Grant: Subject to the terms and conditions of this Agreement, the County will provide the sum of \$70,000 in the form of an Economic Development Grant (the "Grant") to the Organization.

2. Consideration: In exchange for the Grant, the Organization will provide opportunities for and manage conservation projects within the County and provide young adults and/or veterans with structured, safe and challenging work and educational opportunities through employment projects that promote personal growth, the

development of life skills, and an ethic of natural resource stewardship within the County. The Organization agrees that the entire Grant will be utilized for conservation projects solely within the County.

3. Term: This Agreement shall be effective as of the date provided above and shall have a term of one (1) year or until such time not to exceed (18) month as the Organization provides the County with documentation that the Grant has fully utilized as provided above.

4. Indemnification: The Organization shall indemnify, defend, save and hold harmless the County and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property to the extent caused by the negligent or willful acts or omissions of the Organization or any of its, officers, directors, agents, employees. 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 the Organization 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 the Organization from and against any and all Claims. It is agreed that the Organization will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the Grant of this Agreement, the Organization agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by this Agreement.

5. Termination: Either Party may, at any time and without cause, cancel this Agreement by providing 30 days written notice to the other Party.

6. Cancellation for Conflict of Interest: This Agreement may be canceled by either Party for conflict of interest pursuant to the provisions of A.R.S. §38-511, which is hereby fully incorporated herein by this reference as if the same is fully set forth in this Agreement.

7. Compliance with Laws: The Parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. Any changes in the governing laws, rules and regulations during the term of this Agreement shall apply but do not require an amendment.

8. Immigration Law Compliance Warranty: As required by A.R.S. § 41-4401, the Organization hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). The Organization further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the e-verify program. If the Organization uses any subcontractors in performance of this Agreement, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the e-verify program. A breach of this warranty shall be deemed a material breach of this Agreement subject to penalties up to and including termination of this Agreement. The County retains the legal right to inspect the papers of the Organization and its subcontractors engaged in performance of this Agreement to ensure that the Organization 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.

9. Non-Appropriation: Notwithstanding any other provision in this Agreement, this Agreement may be terminated if, for any reason, the County does not appropriate enough monies for the purpose of funding this Agreement.

10. Governing Law: This Agreement shall in all respects be governed by the laws of the State of Arizona without reference to its principles of conflicts of laws.

11. Audit of Non-Profit Corporations Receiving County Monies: This Agreement is subject to the A.R.S. §11-624. Each nonprofit corporation receiving less than fifty thousand dollars in county assistance in any fiscal year shall comply with contract requirements concerning financial and compliance audits contained in contract agreements governing such programs.

12. Entire Agreement: This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Agreement may be modified, amended, altered or extended only by a written amendment signed by the Parties.

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

GILA COUNTY

CONSERVATION LEGACY

Tim R. Humphrey, Chairman

Lee Gault
Lee Gault, Corps Director

Date _____

Date_4/29/2021_____

ARF-6616

Regular Agenda Item 3. G.

Regular BOS Meeting

Meeting Date: 05/18/2021

Submitted For: Chris Romiti, Facilities Manager

Submitted By: Brittnia Morrissey, Facilities Administrative Assistant

Department: Facilities Management

Information

Request/Subject

Grant of a utility easement to APS (Arizona Public Service Company) for use at the new Animal Shelter located at the Fairgrounds and approval of a Line Extension Agreement with APS.

Background Information

APS needs access to an easement to supply power to the new Animal Shelter located at the Fairgrounds. The County owns the surrounding land. The location is outlined on “Exhibit B” attached. APS also requires the approval of its Line Extension Agreement.

Evaluation

This current grant of easement will allow for power to be supplied to the new Animal Shelter.

Conclusion

To supply power to the new Animal Shelter, APS will require access to an easement.

Recommendation

It is recommended by the Facilities Department to grant the APS the easement to supply power to the new Animal Shelter. A Line Extension Agreement is also requested to be approved by the Board of Supervisors which is related to the grant of easement.

Suggested Motion

Information/Discussion/Action to approve a Utility Easement, and Line Extension Agreement between Gila County and Arizona Public Service Company (APS) whereby the County will grant an easement to APS.

(Chris Romiti)

Attachments

Easement Exhibit A and B

APS Line Extension Agreement

NW¼-19-T01N-R16E
APN 205-29-005E
WA558634
DJO/JGF

GILA COUNTY-APS UTILITY EASEMENT

GILA COUNTY BOARD OF SUPERVISORS, (hereinafter called "Grantor"), is the owner of the following described real property located in Gila County, Arizona (hereinafter called "Grantor's Property"):

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Grantor, for and in consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to **ARIZONA PUBLIC SERVICE COMPANY**, an Arizona corporation, (hereinafter called "Grantee"), and to its successors and assigns, a non-exclusive right, privilege, and easement, 8 feet in width or as further described in attached exhibits at locations and elevations, in, upon, over, under, through and across, a portion of Grantor's Property described as follows (herein called the "Easement Premises"):

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF

Grantee is hereby granted the right to: construct, reconstruct, replace, repair, operate and maintain electrical lines, together with appurtenant facilities and fixtures for use in connection therewith, for the transmission and distribution of electricity to, through, across, and beyond Grantor's Property; and install, operate and maintain telecommunication wires, cables, conduits, fixtures and facilities solely for Grantee's own use incidental to supplying electricity (said electrical and telecommunication lines, facilities and fixtures collectively herein called "Grantee Facilities Grantee shall at all times have the right of full and free ingress and egress to and along the Easement Premises for the purposes herein specified.

Grantee is hereby granted the right, but not the obligation, to trim, prune, cut, and clear away trees, brush, shrubs, or other vegetation on, or adjacent to, the Easement Premises whenever in Grantee's judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted.

Grantor shall not locate, erect or construct, or permit to be located, erected or constructed, any building or other structure or drill any well within the limits of the Easement Premises; nor shall Grantor plant or permit to be planted any trees within the limits of the Easement Premises without the prior written consent of Grantee. However, Grantor reserves all other rights, interests and uses of the Easement Premises that are not inconsistent with Grantee's easement rights herein conveyed and which do not interfere with or endanger any of the Grantee Facilities, including, without limitation, granting others the right to use all or portions of the Easement Premises for utility or roadway purposes and constructing improvements within the Easement Premises such as paving, sidewalks, landscaping, driveways, and curbing. Notwithstanding the foregoing, Grantor shall not have the right to lower by more than one foot or raise by more than two feet the surface grade of the Easement Premises without the prior written consent of Grantee, and in no event shall a change in the grade compromise Grantee's minimum cover requirements or interfere with Grantee's operation, maintenance or repair.

Grantee shall not have the right to use the Easement Premises to store gasoline or petroleum products, hazardous or toxic substances, or flammable materials; provided however, that this prohibition shall not apply to any material, equipment or substance contained in, or a part of, the Grantee Facilities, provided that Grantee must comply with all applicable federal, state and local laws and regulations in connection therewith. Additionally, the Easement Premises may not be used for the storage of construction-related materials or to park or store construction-related vehicles or equipment except on a temporary basis to construct, reconstruct, replace, repair, operate, or maintain the Grantee Facilities.

Grantor shall maintain clear areas that extend: 1) 3 feet from and around all edges of all switching cabinet pads and 2 feet from and around all edges of all transformer pads and other equipment pads, and 2) a clear operational area that extends 10 feet immediately in front of all transformer, switching cabinet and other equipment openings, and 3) a 6 feet by 6 feet hot-stick operating area off the front left corner of all transformers. No obstructions, trees, shrubs, large landscape rocks, fences, fixtures, or permanent structures shall be placed by Grantor within said clear areas; nor shall Grantor install landscape irrigation or sprinkler systems within said clear areas. Landscape irrigation or sprinkler systems installed adjacent to the clear areas shall be installed and maintained so that the transformers, switching cabinets or any other equipment do not get wet by spray or irrigation.

Grantee shall exercise reasonable care to avoid damage to the Easement Premises and all improvements thereon and agrees that following any installation, excavation, maintenance, repair, or other work by Grantee within the Easement Premises, the affected area, including without limitation, all pavement, landscaping, cement, and other improvements permitted within the Easement Premises pursuant to this easement will be restored by Grantee to as close to original condition as is reasonably possible, at the expense of Grantee.

Grantor reserves the right to require the relocation of Grantee Facilities to a new location within Grantor's Property; provided however, that: (1) Grantor pays the entire cost of redesigning and relocating Grantee Facilities; and (2) Grantor provides Grantee with a new easement in a form and location acceptable to Grantee and at no cost to Grantee. Upon the acceptance by Grantee of a new easement and after the relocation of Grantee Facilities to the new easement area, Grantee shall abandon its rights to use the Easement Premises granted in this easement. The easement granted herein shall not be deemed abandoned except upon Grantee's execution and recording of a formal instrument abandoning the easement.

If any of Grantee's electric facilities in this easement are not being used or are determined not to be useful, Grantor may request that the facilities that are no longer needed be removed and that portion of the easement be abandoned. Grantee will execute and record a formal instrument abandoning the easement, or a portion thereof. Any facilities that are determined to still be needed for Grantee's electrical system can be relocated pursuant to the above relocation requirements.

Grantee shall not have the right to transfer, convey or assign its interests in this easement to any individual, corporation, or other entity (other than to an affiliated entity of Grantee or an entity that acquires from Grantee substantially all of Grantee's electric distribution facilities within the area of Grantor's Property) without the prior written consent of Grantor, which consent shall not be unreasonably withheld. Grantee shall notify Grantor of the transfer, conveyance or assignment of any rights granted herein.

The covenants and provisions herein set forth shall extend and inure in favor and to the benefit of, and shall be binding on the heirs, administrators, executors, successors in ownership and estate, assigns and lessees of Grantor and Grantee.

[THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, GILA COUNTY BOARD OF SUPERVISORS, has caused this Utility Easement to be executed by its duly authorized representative, this __ day of _____, 2021.

APPROVED AS TO FORM:

GILA COUNTY BOARD OF SUPERVISORS,

County Attorney

By: _____

Title: _____

ATTEST:

County Clerk

STATE OF _____ }
 } ss.
County of _____ }

This instrument was acknowledged before me this __ day of _____, 2021 by
_____ of _____, on behalf of
_____.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Notary Seal

Notary Public

EXHIBIT "A"

**(LEGAL DESCRIPTION OF GRANTOR'S PROPERTY)
AS RECORDED IN DOCKET 484, PAGE 509 G.C.R.**

THE NORTHWEST QUARTER (NW4) AND THE WEST 660 FEET OF LOT 1 (WITH REFERENCE TO U. S. GOVERNMENT 1913 SURVEY); IN SECTION 19, TOWNSHIP 1 NORTH, RANGE 16 EAST G&SRB&M



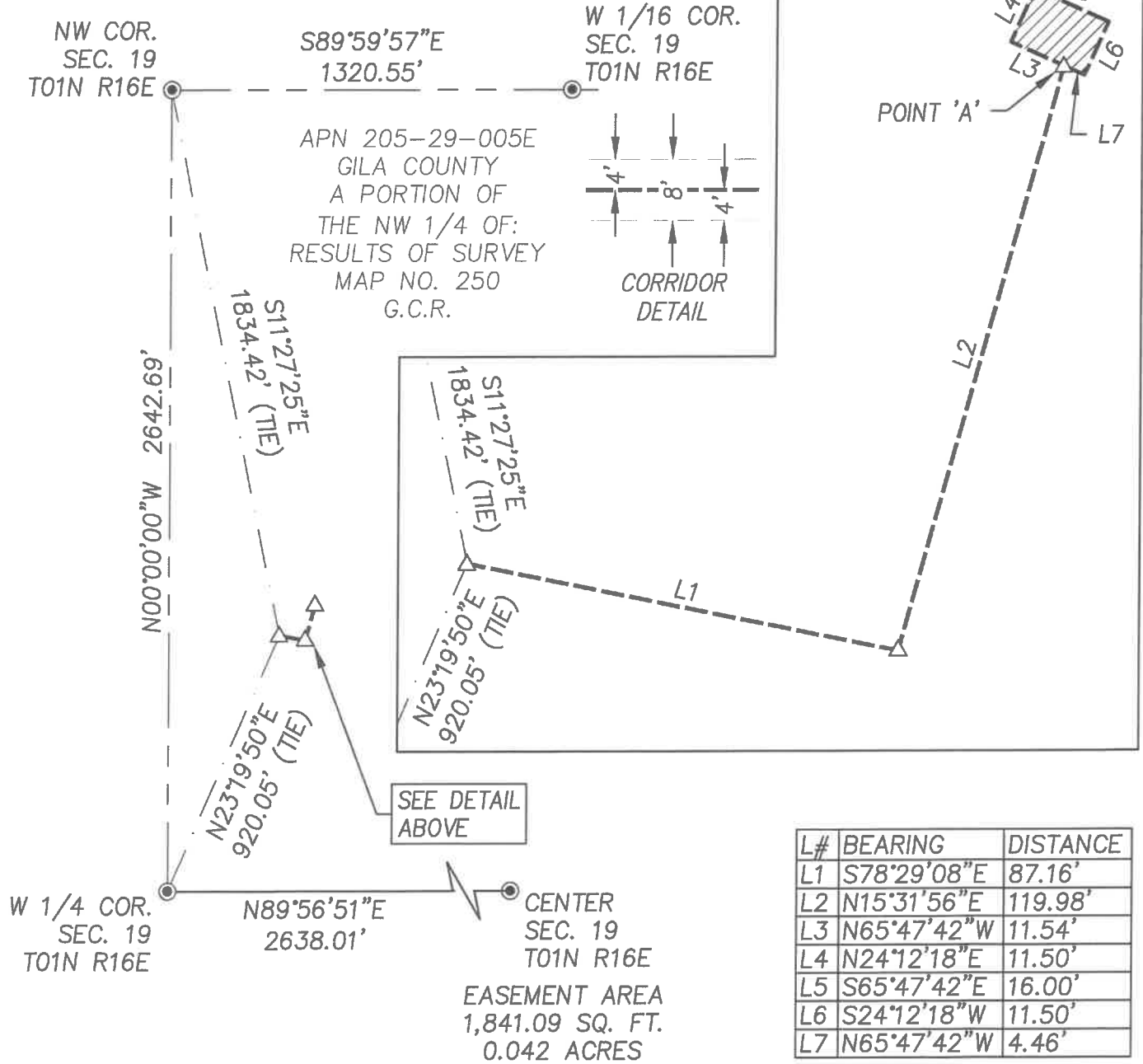
EXHIBIT "B"

ARIZONA PUBLIC SERVICE COMPANY

SKETCH SHOWING THE LOCATION AND LIMITS OF UTILITY EASEMENT.



SCALE: 1"=30'



| L# | BEARING | DISTANCE |
|----|-------------|----------|
| L1 | S78°29'08"E | 87.16' |
| L2 | N15°31'56"E | 119.98' |
| L3 | N65°47'42"W | 11.54' |
| L4 | N24°12'18"E | 11.50' |
| L5 | S65°47'42"E | 16.00' |
| L6 | S24°12'18"W | 11.50' |
| L7 | N65°47'42"W | 4.46' |



NW 1/4 SEC. 19 T 01N R 16E
SURVEY FERGUSON LAND SERVICES

DRAWN: AJJ VERSION: 1
DATE: 04-05-21 JOB NO. WA558634
SCALE: 1"=500' SHEET: 1 OF 1



**LINE EXTENSION AGREEMENT
(For the Construction of Electric Distribution Facilities)**

The parties to this Agreement are ARIZONA PUBLIC SERVICE COMPANY, an Arizona corporation, hereinafter called "APS," and GILA COUNTY

hereinafter called "Applicant." In consideration of the promises and provisions set forth below, the parties to this Agreement agree as follows:

1 CONSTRUCTION

1.1 APS shall construct electric distribution facilities as an extension of its present facilities in order to serve 900 E FAIRGROUNDS DR GLOBE, Arizona, in accordance with the attachments set forth in Section 6 to this Agreement and APS's line extension service, "Schedule 3, Revision No. 13: Conditions Governing Extensions of Electric Distribution Lines and Services," hereinafter called "Extension Policy." The terms and conditions of APS's Extension Policy and the attachments described in Section 6 are hereby incorporated in full into this Agreement.

1.2 The earthwork, conduits and materials necessary for construction shall be provided by the parties as follows:
Applicant shall provide distribution line and service line earthwork; APS shall provide and Applicant shall install equipment pads, manholes, pull boxes, junction boxes, and associated appurtenances (unless otherwise noted on the sketch); Applicant shall provide and install all conduit(s) (unless otherwise noted on the sketch). Applicant-provided earthwork, conduits, materials, and installation(s) shall be provided in accordance with the attached sketch(es), specifications, and Trenching Agreement - Requirements, and shall be approved by an authorized representative of APS prior to APS commencing the installation of lines and equipment.

1.3 Distribution facilities shall be installed by APS in the location indicated on the attached sketch(es). All suitable easements or rights-of-way required by APS for any portion of the extension which is either on premises owned, leased or otherwise controlled by Applicant, or other property required for the extension, shall be conveyed to APS (in APS's standard Utility Easement form attached hereto) by Applicant without cost to or condemnation by APS and in reasonable time to meet proposed service requirements. Applicant shall provide APS access to these distribution facilities at all times, and shall not block or interfere with said access in any way, including fencing or the placement of obstructions adjacent to and on the door-side of cabinets, transformers, or any other equipment.

1.4 All meters are to be located as shown on the sketch, a copy of which is attached to this Agreement. No variation to the meter locations identified may be made unless approved in writing by an authorized representative of APS.

1.5 Applicant's "on and off" site construction required in support of APS's construction is estimated to begin on NA and to be completed on NA. APS's construction is estimated to begin on NA and to be completed on NA contingent upon scheduled completion of Applicant's "on and off" site construction in accordance with APS' specifications. The dates of APS's construction are provided only as estimates, are not binding upon APS, and are subject to change to accommodate APS's workload, material requirements, or other factors.

2 PAYMENT

APS will not schedule or begin any construction pursuant to this Agreement until it receives from Applicant a payment of \$0.00 DOLLARS, which sum equals the amount required by APS (less any pre-paid amounts) to extend service to Applicant, as authorized by the Extension Policy. Such payment shall include all charges for the facilities (and municipal street lighting facilities, if applicable) required to serve Applicant's project. Such payment is due to APS upon Applicant's execution of this Agreement.

Total project payments include a refundable advance payment of \$0.00 and a non-refundable payment of \$0.00 (which includes taxes where applicable). A Breakdown of these costs is attached hereto on the Applicant Charges form.

If Applicant cancels electric service, has electric service disconnected by APS for cause, or terminates this Agreement prior to five years from the date electric service is first provided to Applicant or to Applicant's successors under this Agreement, then in addition to the payments set forth above in this section, Applicant will be required to pay a pro-rated amount of the total line extension costs set forth on Line 21 on the Applicant Charges (Part Refundable and Part Non-Refundable) form, minus any pre-paid amounts set forth on either Line 23 or Line 25.

3 REIMBURSEMENTS

APS shall pay (reimburse) Applicant \$ NA DOLLARS which represents the total reimbursement for items summarized on the Applicant Reimbursement Details attachment which represent work, trenching, excavation, materials, etc. that the Applicant has agreed to furnish. Reimbursement shall be made after completion of the Applicant's work or activities and shall be contingent upon APS' Final Inspection and Approval.

4 REFUNDS

Applicant refundable advances may become eligible for refund as provided below. No refund will be made to any applicant for an amount more than the Applicant's refundable advance.

Basic General Service Extensions

Applicant may be eligible for a refund of the refundable advance amount if the actual annual delivery service revenue for the Applicant's project exceeds the estimated delivery service revenue used in the Economic Feasibility analysis. The refund eligibility period shall be five (5) years from the effective date of this Agreement. APS will complete an Economic Feasibility analysis at the end of the third and fifth year.

- 4.1 If prior to the start of APS's construction, Applicant notifies APS in writing of Applicant's request to cancel this Agreement, Applicant shall be entitled to receive a refund of the amount paid less all fees and costs incurred by APS associated with the Agreement prior to cancellation.
- 4.2 APS reserves the right to withhold refund to Applicant if Applicant's account(s) are delinquent, and apply these refund amounts to past due bills.

5 GENERAL PROVISIONS

- 5.1 This Agreement shall be binding upon and inure to the benefit of the heirs, administrators, executors, or assignees of the parties to this Agreement, provided, however, that no assignment or other transfer of this Agreement shall be binding upon APS or create any rights in Applicant's assignee until such assignment or other transfer is approved and accepted in writing by an authorized representative of APS.
- 5.2 All electric facilities installed pursuant to this Agreement shall be owned by APS.
- 5.3 APS may use the installed facilities to serve other customers, and may extend service to other customers from the facilities located within the rights-of-way and easement(s) conveyed to APS pursuant to this Agreement.
- 5.4 This Agreement does not require APS to construct any line extensions to future customers not included in the attached sketches.
- 5.5 If Applicant fails to complete its "on and off" site construction requirements in support of APS's construction within six months of the estimated date of completion for said Applicant construction, as set forth in Section 1.5 hereof, APS shall have the right to revise the payment amount required pursuant to Section 2 hereof which Applicant will be required to pay prior to APS proceeding with construction or energizing its facilities.
- 5.6 If Applicant fails to complete its "on and off" site construction requirements in support of APS's construction within one year of the estimated date of completion for said Applicant construction, as set forth in Section 1.5 hereof, APS shall have the right to cancel this Agreement, and Applicant shall be entitled to receive a refund of the amount paid, less all fees and costs incurred by APS associated with the Agreement prior to cancellation.
- 5.7 The prevailing party in any proceedings instituted by either party regarding a dispute concerning this Agreement shall be entitled to recover its reasonable attorney's fees, costs, and expenses.
- 5.8 If any term or condition of this Agreement is held to be invalid, void, or otherwise unenforceable by any court of competent jurisdiction, that holding shall not affect the validity or enforceability of any other term or condition of this Agreement, unless enforcing the balance of this Agreement would deprive either party of a fundamental benefit of its bargain.

5.9 This Agreement contains the final and complete agreement between the parties for the construction of the line extension described herein and supersedes all prior and contemporaneous conduct, agreements, statements, representations, negotiations, course of conduct, course of dealing, and communications pertaining to the subject matter hereof, whether written or oral. The parties shall not be bound by or be liable for any statement, representation, promise, inducement, or understanding of any kind not set forth in or formally incorporated into this Agreement.

6 ATTACHMENTS

The provisions, terms, and conditions of each of the following documents, attached to this Agreement, are hereby incorporated in full into this Agreement.

NOTE: Documents marked below are attached

| | |
|--------------------------|---|
| <input type="checkbox"/> | Design Sketches |
| <input type="checkbox"/> | Applicant Charges (Part Refundable and Part Non-Refundable) |
| <input type="checkbox"/> | Schedule of Charges (Part Refundable and Part Non-Refundable) |
| <input type="checkbox"/> | Applicant Charges (Non-Refundable) |
| <input type="checkbox"/> | Schedule of Charges (Non-Refundable) |
| <input type="checkbox"/> | Applicant Charges (Single Family Homes Non-Refundable) |
| <input type="checkbox"/> | Schedule of Charges (Single Family Homes Non-Refundable) |
| <input type="checkbox"/> | Agreement to Construct Distribution Facilities |
| <input type="checkbox"/> | Applicant Reimbursement Details |
| <input type="checkbox"/> | |

| | |
|--------------------------|------------------------------------|
| <input type="checkbox"/> | Sales Invoice |
| <input type="checkbox"/> | Operating Agreement |
| <input type="checkbox"/> | Trenching Agreement – Requirements |
| <input type="checkbox"/> | Utility Easement |
| <input type="checkbox"/> | Dusk-to-Dawn Work Order |
| <input type="checkbox"/> | Developer Streetlight Agreement |
| <input type="checkbox"/> | Street Light Details |
| <input type="checkbox"/> | Attachment A Signature Page |
| <input type="checkbox"/> | Equipment Details |
| <input type="checkbox"/> | |

7 EFFECTIVE DATE

This Agreement will become effective only upon the execution of this document by duly authorized representatives of the parties and payment by Applicant to APS of the total amount set forth in Section 2, and will be deemed effective as of the date signed by APS.

ARIZONA PUBLIC SERVICE COMPANY

APPLICANT

Signature: _____
Name: BRYAN GOSLIN
Title: CONSTRUCTION MAINTENANCE LEAD
Date: _____

Applicant's Name:
GILA COUNTY
Signature: _____
Name (Print): _____
Title: _____
Date : _____

Study and Design Agreement Payment
APS Invoice #: NA
Amount: \$ 0.00
Date Received: NA

Mailing Address:
1400 E ASH ST
GLOBE, AZ 85501
Permanent Phone #: 928-425-3231

Material Order Agreement Payment
APS Invoice #: NA
Amount: \$ 0.00
Date Received: NA

The individual executing this Agreement on behalf of Applicant represents and warrants: (i) that he or she is authorized to do so on behalf of Applicant; (ii) that he or she has full legal power and authority to bind Applicant in accordance with the terms herein and, if necessary, has obtained all required consents or delegations of such power and authority.

Line Extension Agreement Payment
APS Invoice #: _____
Amount: \$ 0.00
(including taxes)
Date Received: NA

Total Amount Paid: \$ 0.00
(including taxes)

ARF-6604

Regular Agenda Item 3. H.

Regular BOS Meeting

Meeting Date: 05/18/2021

Submitted For: Steve Sanders, Director

Submitted By: Betty Hurst, Contracts Administrator

Department: Public Works

Fiscal Year: 2021

Budgeted?: Yes

Contract Dates 08-17-20 to 08-16-21

Grant?: No

Begin & End:

Matching No

Fund?: Renewal

Requirement?:

Information

Request/Subject

Approval to increase the use of the discounts offered by Sourcewell-Caterpillar-Empire Southwest, LLC Contract Agreement (Sourcewell No. 032119-CAT)

Background Information

On August 7, 2018, the Board of Supervisors approved Gila County utilizing Cooperative Agreement Sourcewell 032515-CAT for purchasing and repairing heavy equipment with related accessories, attachments, and supplies in the amount of \$400,000. Using this Sourcewell Cooperative Agreement gives Gila County departments very good discounts.

An agreement between the Gila County departments and the Board of Supervisors was created to limit the maximum dollar amount each year. The first renewal of the agreement was approved by the Board of Supervisors on September 3, 2019, and the second renewal of the agreement was approved on August 17, 2020, each in the same amount of \$400,000.

Evaluation

The Public Works Department has purchased several pieces of equipment with the Sourcewell discount at Empire and two of those purchases are annual expenses against the \$400,000 agreement amount. While Sourcewell Cooperative and Empire Southwest are not limited on what Gila County purchases using any of its discounts, Public Works put a

limit together in 2018 based on the 2016 and 2017 purchases. During fiscal years (FY) 2018 and 2019, Public Works showed that the County purchases were just under \$400,000.

In FY 2020, the expenses for the County exceeded the \$400,000 amount almost eight months prior to the end of the term of the contract by \$235,576 due to expensive repairs and new equipment purchases. Gila County General Services Manager let Empire Southwest know the County limit was reached. Since Gila County is a member of the Sourcewell Cooperative, it didn't matter to Empire Southwest and they continued to discount the parts and services.

As of the last count in April 2021, the Sourcewell CAT balance is \$86,993 out of \$400,000 and there are two major repairs that can't wait until August 16, 2021. The regular maintenance will use the remaining \$86,993 by the contract renewal date in August.

Conclusion

One of the Caterpillar equipment major repairs is a road Motor Grader J-020, a 2014 12M2 AWD, where metal has been found in the engine and the machine won't run. The estimated cost to repair by reconditioning the engine is \$68,988, plus or minus other items found while torn down.

The other piece of equipment is a Dozer T-004, a 1995 D8N, at the Buckhead Mesa Landfill that is leaking water and coolant into the oil system. The General Services shops have been working on the problem since 2019 and the machine has 8,000 hours on it and they typically last 10,000 hours. The engine could be reconditioned at a cost of approximately \$66,946 or buy a long block for \$76,139. It's a good machine worth fixing and Public Works plans on keeping it by reconditioning the engine.

Fire danger is upon Gila County and Public Works staff believe that these are two vital pieces of equipment that must be useable prior to August 2021.

Recommendation

The Public Works Department Director recommends that the Sourcewell Caterpillar-Empire Southwest LLC Contract Agreement (Sourcewell No. 032119-CAT) be increased at this time to accommodate the two major equipment repairs by \$160,000. The revised total amount of the agreement of \$560,000 would be available through the current term between the Gila County departments and the Board of Supervisors until August 16, 2021.

Suggested Motion

Information/Discussion/Action to increase the amount of the Sourcewell-Caterpillar-Empire Southwest LLC Contract Agreement (Sourcewell No. 032119-CAT) by \$160,000 for the repairs of heavy equipment making the total agreement amount \$560,000 through the current term ending August 16, 2021. **(Steve Sanders)**

Attachments

Maintenance Proposal for J-020 Motor Grader

Maintenance Proposal for T-004 Dozer

NJPA CAT Contract No. 032515-CAT

Acceptance and Award-CAT 032119



SAFETY • RESPECT • INTEGRITY • TEAMWORK
EXCELLENCE • STEWARDSHIP • ASTONISHMENT

| | |
|-----------------|------------|
| ESTIMATE NUMBER | 63599 A |
| CLIENT ORDER | |
| CLIENT NUMBER | 0054054 |
| DATE | 04/14/2021 |
| AGMT/PSO/WO # | |
| EXPIRATION DATE | 06/30/2021 |
| REVISION TITLE | |

SOLD TO
GILA COUNTY PAYSON MAINT
SOURCEWELL-032515-CAT
PAYSON PARTS/SVC ONLY 5320 EAST HWY 260
STAR VALLEY AZ 85541

SHIP TO

| MAKE | MODEL | SERIAL # | EQUIP # | METER READING | ID NUMBER |
|-------------|----------|-----------|---------|---------------|-----------|
| CATERPILLAR | 12M2 AWD | 0R9P00118 | J-20 | 4872 | E123585 |

| QUANTITY | ITEM | DESCRIPTION | UNIT PRICE | EXTENSION |
|----------|------|-------------|------------|-----------|
|----------|------|-------------|------------|-----------|

EMPIRE THANKS YOU FOR THE OPPORTUNITY TO ESTIMATE THIS REPAIR. THIS IS ONLY AN ESTIMATE, A FIRM QUOTE WILL BE GIVEN AFTER DISASSEMBLY AND INSPECTION OF PARTS AND REUSE GUIDELINES APPLIED.

ANY QUESTIONS OR CONCERNS PLEASE CONTACT YOUR PRODUCT SUPPORT REPRESENTATIVE.

09 REMOVE, RECON, INSTALL RADIATOR

PARTS INCLUDE: REPLACEMENT OF RADIATOR CAP, ALL HOSES, HOSE CLAMPS & SEALS ASSOCIATED WITH THE RADIATOR.

MISC. CHARGES INCLUDE VENDOR CLEAN, DISASSEMBLE, FLUSH TANKS, REMOVE END CAPS FROM EACH SECTION, ROD OUT TUBES, REBUILD HEADERS, ASSEMBLE, CLEAN AND TEST RADIATOR, AFTERCOOLER, HYDRAULIC COOLER. FIN AND PAINT COOLERS.

| | |
|------------------|---------|
| TOTAL PARTS | 506.17 |
| TOTAL LABOR | 1836.80 |
| TOTAL MISC | 3796.20 |
| SEGMENT 09 TOTAL | 6139.17 |

10 REMOVE & INSTALL ENGINE

PARTS INCLUDE: INTAKE AIR HOSES AND CLAMPS, AFTERCOOLER AIR HOSES AND CLAMPS, AIR FILTERS, EXHAUST PIPE TO TURBO CLAMP AND ENGINE MOUNTS.

| | |
|------------------|---------|
| TOTAL PARTS | 3150.75 |
| TOTAL LABOR | 6560.00 |
| TOTAL MISC | 0.00 |
| SEGMENT 10 TOTAL | 9710.75 |

12 RECONDITION ENGINE LEVEL 3

BASED ON A RUNNING NON-FAILED ENGINE.

INCLUDES LINER PACKS, BEARINGS, SEALS, RINGS,



SAFETY • RESPECT • INTEGRITY • TEAMWORK
EXCELLENCE • STEWARDSHIP • ASTONISHMENT

| | |
|-----------------|------------|
| ESTIMATE NUMBER | 63599 A |
| CLIENT ORDER | |
| CLIENT NUMBER | 0054054 |
| DATE | 04/14/2021 |
| AGMT/PSO/WO # | |
| EXPIRATION DATE | 06/30/2021 |
| REVISION TITLE | |

| MAKE | MODEL | SERIAL # | EQUIP # | METER READING | ID NUMBER |
|-------------|----------|-----------|---------|---------------|-----------|
| CATERPILLAR | 12M2 AWD | 0R9P00118 | J-20 | 4872 | E123585 |

| QUANTITY | ITEM | DESCRIPTION | UNIT PRICE | EXTENSION |
|----------|------|-------------|------------|-----------|
|----------|------|-------------|------------|-----------|

FUEL PUMP, INJECTORS, HEAD RECONDITION, TURBO RECONDITION, AND PERFORMANCE CHECK OF ENGINE TO ENSURE SPEC IS WITHIN 3% OF RATED HP.

MISC. CHARGE INCLUDES DYNO FEE.

| | |
|------------------|----------|
| TOTAL PARTS | 37386.23 |
| TOTAL LABOR | 13907.20 |
| TOTAL MISC | 1200.00 |
| SEGMENT 12 TOTAL | 52493.43 |

75 PERFORM 5000 SERVICE HOUR MAINT

5000 HR SERVICE SCOPE OF WORK INCLUDES: TIER4
INTERIM PERFORM VISUAL AND OPERATIONAL INSPECTION

- O VENDOR CLEAN DPF FILTER
- O CHANGE ARD SPARK PLUG
- O CHANGE DPF CLAMPS
- O CHANGE FUEL PRIMING PUMP

| | |
|------------------|---------|
| TOTAL PARTS | 991.80 |
| TOTAL LABOR | 1049.60 |
| TOTAL MISC | 0.00 |
| SEGMENT 75 TOTAL | 2041.40 |

9W CLEAN MACHINE

CLEAN MACHINE FOR CONTAMINATION CONTROL.

| | |
|------------------|--------|
| TOTAL PARTS | 0.00 |
| TOTAL LABOR | 262.40 |
| TOTAL MISC | 0.00 |
| SEGMENT 9W TOTAL | 262.40 |

LU REFILL MACHINE

REFILL ENGINE OIL, COOLANT AND DEF FLUID



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EXCELLENCE • STEWARDSHIP • ASTONISHMENT

| | |
|-----------------|------------|
| ESTIMATE NUMBER | 63599 A |
| CLIENT ORDER | |
| CLIENT NUMBER | 0054054 |
| DATE | 04/14/2021 |
| AGMT/PSO/WO # | |
| EXPIRATION DATE | 06/30/2021 |
| REVISION TITLE | |

| MAKE | MODEL | SERIAL # | EQUIP # | METER READING | ID NUMBER |
|-------------|----------|-----------|---------|---------------|-----------|
| CATERPILLAR | 12M2 AWD | 0R9P00118 | J-20 | 4872 | E123585 |

| QUANTITY | ITEM | DESCRIPTION | UNIT PRICE | EXTENSION |
|----------|------|------------------|------------|-----------|
| | | TOTAL PARTS | | 386.61 |
| | | TOTAL LABOR | | 131.20 |
| | | TOTAL MISC | | 0.00 |
| | | SEGMENT LU TOTAL | | 517.81 |

PC DOCUMENTATION PAPERWORK

15% PARTS DISCOUNT COVERED BY MAJOR COMPONENT
REBUILD INCENTIVE PROGRAM.

| | |
|------------------|----------|
| TOTAL PARTS | 0.00 |
| TOTAL LABOR | 0.00 |
| TOTAL MISC | -6305.24 |
| SEGMENT PC TOTAL | -6305.24 |

TA TEST/CHECK & ADJUST MACHINE TEST AND CONFIRM REPAIRS

| | |
|------------------|--------|
| TOTAL PARTS | 0.00 |
| TOTAL LABOR | 131.20 |
| TOTAL MISC | 0.00 |
| SEGMENT TA TOTAL | 131.20 |

WA SERVICE EXTENDED WARRANTY

EMPIRE 36MO/5000 HOUR EXTENDED ENGINE WARRANTY.
\$1275.00 OF EXTENDED WARRANTY COVERED BY MAJOR
COMPONENT REBUILD INCENTIVE PROGRAM.

| | | | | |
|----|-----|------------------|----------|-----------|
| -1 | CMK | MARKETING PROG | 1,275.00 | -1,275.00 |
| 1 | EWC | EXTENDED WAR'NTY | 1,275.00 | 1,275.00 |
| | | TOTAL PARTS | | 0.00 |
| | | TOTAL LABOR | | 0.00 |
| | | TOTAL MISC | | 0.00 |
| | | SEGMENT WA TOTAL | | 0.00 |



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| | |
|-----------------|------------|
| ESTIMATE NUMBER | 63599 A |
| CLIENT ORDER | |
| CLIENT NUMBER | 0054054 |
| DATE | 04/14/2021 |
| AGMT/PSO/WO # | |
| EXPIRATION DATE | 06/30/2021 |
| REVISION TITLE | |

| MAKE | MODEL | SERIAL # | EQUIP # | METER READING | ID NUMBER |
|-------------|----------|-------------|------------|---------------|-----------|
| CATERPILLAR | 12M2 AWD | 0R9P00118 | J-20 | 4872 | E123585 |
| QUANTITY | ITEM | DESCRIPTION | UNIT PRICE | EXTENSION | |

| | |
|------------------|----------|
| ENVIRON. FEE | 0.00 |
| STATE/COUNTY TAX | 3,048.96 |
| CITY/OTHER TAX | 948.36 |

| | |
|------------------------|------------|
| TOTAL ESTIMATE | 68,988.24 |
| EXPIRATION DATE | 06/30/2021 |

Client Approval: _____
Signature

Date

TERMS:
CLIENT ACKNOWLEDGES THAT THIS QUOTATION IS SUBJECT TO PRICE CHANGES AND AVAILABILITY OF GOODS. MACHINE SALES PAYMENTS ARE DUE NET 10; ALL OTHERS NET 30. UNLESS OTHERWISE AGREED IN WRITING BY A VICE PRESIDENT OF EMPIRE SOUTHWEST, LLC ("EMPIRE"), THE PURCHASE OF GOODS (INCLUDING, BUT NOT LIMITED TO, NEW AND USED EQUIPMENT, ATTACHMENTS, PARTS AND TECHNOLOGY) OR SERVICES FROM EMPIRE WILL BE GOVERNED SOLELY BY EMPIRE'S TERMS AND CONDITIONS OF SALES AND SERVICE (THE "SALES AND SERVICE TERMS"), WHICH ARE AVAILABLE AT WWW.EMPIRE-CAT.COM/SALESSERVICETERMS, AND THE RENTAL OF EQUIPMENT FROM EMPIRE WILL BE GOVERNED SOLELY BY EMPIRE'S RENTAL TERMS AND CONDITIONS (THE "RENTAL TERMS"), WHICH ARE AVAILABLE AT WWW.EMPIRE-CAT.COM/RENTALTERMS, OR SUCH OTHER SUCCESSOR WEBSITES AT WHICH EMPIRE POSTS ITS SALES AND SERVICE TERMS AND ITS RENTAL TERMS (COLLECTIVELY, THE "TERMS") FROM TIME TO TIME. A HARD COPY OF THE TERMS IS AVAILABLE UPON WRITTEN REQUEST TO TERMS.CONDITIONS@EMPIRE-CAT.COM. EMPIRE'S TERMS ARE HEREBY INCORPORATED BY REFERENCE INTO THIS DOCUMENT AND ALL OTHER DOCUMENTS RELATED TO YOUR PURCHASE OF GOODS OR SERVICES FROM EMPIRE OR THE RENTAL OF EQUIPMENT FROM EMPIRE. BY PURCHASING GOODS OR SERVICES FROM EMPIRE, DELIVERING EQUIPMENT TO EMPIRE FOR SERVICE, OR RENTING EQUIPMENT FROM EMPIRE, YOU AGREE TO BE BOUND BY EMPIRE'S TERMS EXACTLY AS WRITTEN. UNLESS OTHERWISE AGREED IN WRITING BY A VICE PRESIDENT OF EMPIRE, CLIENT IS RESPONSIBLE FOR ALL DISASSEMBLY AND REASSEMBLY CHARGES. BECAUSE IT IS IMPOSSIBLE TO DETERMINE THE EXTENT OF WEAR ON INTERNAL COMPONENTS, ADDITIONAL LABOR AND PARTS MAY BE REQUIRED FOLLOWING DISASSEMBLY.



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| | |
|-----------------|------------|
| ESTIMATE NUMBER | 63675 A |
| CLIENT ORDER | |
| CLIENT NUMBER | 0054054 |
| DATE | 04/16/2021 |
| AGMT/PSO/WO # | |
| EXPIRATION DATE | 06/30/2021 |
| REVISION TITLE | Long Block |

SOLD TO

GILA COUNTY PAYSON MAINT
SOURCEWELL-032515-CAT
PAYSON PARTS/SVC ONLY 5320 EAST HWY 260
STAR VALLEY AZ 85541

SHIP TO

| MAKE | MODEL | SERIAL # | EQUIP # | METER READING | ID NUMBER |
|-------------|-------|-----------|---------|---------------|-----------|
| CATERPILLAR | D8N | 05TJ03065 | T-4 | 7588 | |

| QUANTITY | ITEM | DESCRIPTION | UNIT PRICE | EXTENSION |
|----------|------|-------------|------------|-----------|
|----------|------|-------------|------------|-----------|

EMPIRE THANKS YOU FOR THE OPPORTUNITY TO ESTIMATE THIS REPAIR. THIS IS ONLY AN ESTIMATE, A FIRM QUOTE WILL BE GIVEN AFTER DISASSEMBLY AND INSPECTION OF PARTS AND REUSE GUIDELINES APPLIED.

ANY QUESTIONS OR CONCERNS PLEASE CONTACT YOUR PRODUCT SUPPORT REPRESENTATIVE.

09 REMOVE, RECON, INSTALL RADIATOR & GUARD
PARTS INCLUDE: RADIATOR CAP, HOSES, HOSE CLAMPS & SEALS ASSOCIATED WITH THE RADIATOR. RADIATOR GUARD PINS & BUSHINGS.

MISC. CHARGES INCLUDE VENDOR CLEANING AND TESTING THE RADIATOR, AFTERCOOLER AND OIL COOLER CORES.

| | |
|------------------|---------|
| TOTAL PARTS | 926.92 |
| TOTAL LABOR | 3148.80 |
| TOTAL MISC | 5443.80 |
| SEGMENT 09 TOTAL | 9519.52 |

10 REMOVE & INSTALL ENGINE
PARTS INCLUDE: INTAKE AIR HOSES AND CLAMPS, AFTERCOOLER AIR HOSES AND CLAMPS, AIR FILTERS, EXHAUST PIPE TO TURBO CLAMP AND ENGINE MOUNTS

| | |
|------------------|----------|
| TOTAL PARTS | 2065.61 |
| TOTAL LABOR | 8528.00 |
| TOTAL MISC | 0.00 |
| SEGMENT 10 TOTAL | 10593.61 |

12 RECONDITION LONG BLOCK
BASED ON A RUNNING NON-FAILED ENGINE.

INCLUDES LONG BLOCK, BEARINGS, FUEL PUMP, INJECTORS, TURBO RECONDITION, AND PERFORMANCE CHECK OF ENGINE TO ENSURE SPEC IS WITHIN 3% OF RATED HP.



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EXCELLENCE • STEWARDSHIP • ASTONISHMENT

| | |
|-----------------|------------|
| ESTIMATE NUMBER | 63675 A |
| CLIENT ORDER | |
| CLIENT NUMBER | 0054054 |
| DATE | 04/16/2021 |
| AGMT/PSO/WO # | |
| EXPIRATION DATE | 06/30/2021 |
| REVISION TITLE | Long Block |

| MAKE | MODEL | SERIAL # | EQUIP # | METER READING | ID NUMBER |
|-------------|-------|-------------|------------|---------------|-----------|
| CATERPILLAR | D8N | 05TJ03065 | T-4 | 7588 | |
| QUANTITY | ITEM | DESCRIPTION | UNIT PRICE | EXTENSION | |

MISC. CHARGE INCLUDES DYNO FEE.

| | |
|------------------|----------|
| TOTAL PARTS | 44694.20 |
| TOTAL LABOR | 10036.80 |
| TOTAL MISC | 1200.00 |
| SEGMENT 12 TOTAL | 55931.00 |

9W CLEAN MACHINE
CLEAN MACHINE FOR CONTAMINATION CONTROL.

| | |
|------------------|--------|
| TOTAL PARTS | 0.00 |
| TOTAL LABOR | 262.40 |
| TOTAL MISC | 0.00 |
| SEGMENT 9W TOTAL | 262.40 |

LU REFILL MACHINE
REFILL ENGINE OIL AND COOLANT AFTER REPAIRS

| | |
|------------------|--------|
| TOTAL PARTS | 510.00 |
| TOTAL LABOR | 131.20 |
| TOTAL MISC | 0.00 |
| SEGMENT LU TOTAL | 641.20 |

PC DOCUMENTATION PAPERWORK
15% PARTS DISCOUNT COVERED BY MAJOR COMPONENT
REBUILD INCENTIVE PROGRAM.

| | |
|------------------|----------|
| TOTAL PARTS | 0.00 |
| TOTAL LABOR | 0.00 |
| TOTAL MISC | -7173.20 |
| SEGMENT PC TOTAL | -7173.20 |

TA TEST/CHECK & ADJUST MACHINE
TEST AND CONFIRM REPAIRS



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EXCELLENCE • STEWARDSHIP • ASTONISHMENT

| | |
|-----------------|------------|
| ESTIMATE NUMBER | 63675 A |
| CLIENT ORDER | |
| CLIENT NUMBER | 0054054 |
| DATE | 04/16/2021 |
| AGMT/PSO/WO # | |
| EXPIRATION DATE | 06/30/2021 |
| REVISION TITLE | Long Block |

| MAKE | MODEL | SERIAL # | EQUIP # | METER READING | ID NUMBER |
|-------------|-------|-----------|---------|---------------|-----------|
| CATERPILLAR | D8N | 05TJ03065 | T-4 | 7588 | |

| QUANTITY | ITEM | DESCRIPTION | UNIT PRICE | EXTENSION |
|----------|------|-------------|------------|-----------|
|----------|------|-------------|------------|-----------|

| | |
|------------------|--------|
| TOTAL PARTS | 0.00 |
| TOTAL LABOR | 131.20 |
| TOTAL MISC | 0.00 |
| SEGMENT TA TOTAL | 131.20 |

WA SERVICE EXTENDED WARRANTY

EMPIRE 36MO/5000 HOUR EXTENDED ENGINE WARRANTY.
\$2500.00 OF EXTENDED WARRANTY COVERED BY MAJOR
COMPONENT REBUILD INCENTIVE PROGRAM.

| | | | | |
|----|-----|------------------|----------|-----------|
| -1 | CMK | MARKETING PROG | 2,500.00 | -2,500.00 |
| 1 | EWC | EXTENDED WAR'NTY | 4,110.00 | 4,110.00 |
| | | TOTAL PARTS | | 0.00 |
| | | TOTAL LABOR | | 0.00 |
| | | TOTAL MISC | | 1610.00 |
| | | SEGMENT WA TOTAL | | 1610.00 |



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EXCELLENCE • STEWARDSHIP • ASTONISHMENT

| | |
|-----------------|------------|
| ESTIMATE NUMBER | 63675 A |
| CLIENT ORDER | |
| CLIENT NUMBER | 0054054 |
| DATE | 04/16/2021 |
| AGMT/PSO/WO # | |
| EXPIRATION DATE | 06/30/2021 |
| REVISION TITLE | Long Block |

| MAKE | MODEL | SERIAL # | EQUIP # | METER READING | ID NUMBER |
|-------------|-------|-------------|------------|---------------|-----------|
| CATERPILLAR | D8N | 05TJ03065 | T-4 | 7588 | |
| QUANTITY | ITEM | DESCRIPTION | UNIT PRICE | EXTENSION | |

| | |
|------------------------|-------------------|
| ENVIRON. FEE | 0.00 |
| STATE/COUNTY TAX | 3,526.25 |
| CITY/OTHER TAX | 1,096.81 |
| TOTAL ESTIMATE | 76,138.79 |
| EXPIRATION DATE | 06/30/2021 |

Client Approval: _____
Signature

Date

TERMS:
CLIENT ACKNOWLEDGES THAT THIS QUOTATION IS SUBJECT TO PRICE CHANGES AND AVAILABILITY OF GOODS. MACHINE SALES PAYMENTS ARE DUE NET 10; ALL OTHERS NET 30. UNLESS OTHERWISE AGREED IN WRITING BY A VICE PRESIDENT OF EMPIRE SOUTHWEST, LLC ("EMPIRE"), THE PURCHASE OF GOODS (INCLUDING, BUT NOT LIMITED TO, NEW AND USED EQUIPMENT, ATTACHMENTS, PARTS AND TECHNOLOGY) OR SERVICES FROM EMPIRE WILL BE GOVERNED SOLELY BY EMPIRE'S TERMS AND CONDITIONS OF SALES AND SERVICE (THE "SALES AND SERVICE TERMS"), WHICH ARE AVAILABLE AT WWW.EMPIRE-CAT.COM/SALESSERVICETERMS, AND THE RENTAL OF EQUIPMENT FROM EMPIRE WILL BE GOVERNED SOLELY BY EMPIRE'S RENTAL TERMS AND CONDITIONS (THE "RENTAL TERMS"), WHICH ARE AVAILABLE AT WWW.EMPIRE-CAT.COM/RENTALTERMS, OR SUCH OTHER SUCCESSOR WEBSITES AT WHICH EMPIRE POSTS ITS SALES AND SERVICE TERMS AND ITS RENTAL TERMS (COLLECTIVELY, THE "TERMS") FROM TIME TO TIME. A HARD COPY OF THE TERMS IS AVAILABLE UPON WRITTEN REQUEST TO TERMS.CONDITIONS@EMPIRE-CAT.COM. EMPIRE'S TERMS ARE HEREBY INCORPORATED BY REFERENCE INTO THIS DOCUMENT AND ALL OTHER DOCUMENTS RELATED TO YOUR PURCHASE OF GOODS OR SERVICES FROM EMPIRE OR THE RENTAL OF EQUIPMENT FROM EMPIRE. BY PURCHASING GOODS OR SERVICES FROM EMPIRE, DELIVERING EQUIPMENT TO EMPIRE FOR SERVICE, OR RENTING EQUIPMENT FROM EMPIRE, YOU AGREE TO BE BOUND BY EMPIRE'S TERMS EXACTLY AS WRITTEN. UNLESS OTHERWISE AGREED IN WRITING BY A VICE PRESIDENT OF EMPIRE, CLIENT IS RESPONSIBLE FOR ALL DISASSEMBLY AND REASSEMBLY CHARGES. BECAUSE IT IS IMPOSSIBLE TO DETERMINE THE EXTENT OF WEAR ON INTERNAL COMPONENTS, ADDITIONAL LABOR AND PARTS MAY BE REQUIRED FOLLOWING DISASSEMBLY.

CONTRACT AGREEMENT

Contract Name: Parts, repair labor and lease Purchase of Caterpillar Equipment Contract No.: NJPA CAT Contract No. 032515-CAT

Statement of Purpose and Need Gila County wishes to utilize Empire Southwest for purchasing parts, repair labor, and lease purchase of Caterpillar equipment. All Documents executed by the NJPA No. 032515-CAT, apply to this procurement between Gila County and Empire Southwest. Contract term will be for a period of twelve months from August 7, 2018, to August 6, 2019, with the option for three (3) one (1) year contract term renewals. Any renewals shall be contingent upon the renewal of the NJPA contract.

Contract End Date: 08-06-19

Renewal Option: No Yes

Maximum Dollar Limit: \$400,000.00

Contract Information

Firm Name: Empire Southwest

Contact Person: Mark McGee

Address: 7600 S. Nogales Hwy

Phone No: 520-746-8292

City: Tucson

State: AZ

Fax: _____

Email: Mark.McGee@empire-cat.com

Special Notes:

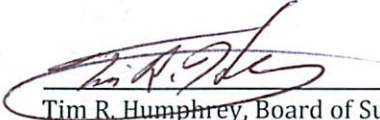
Gila County is a member of the National Joint Powers Alliance Cooperative – NJPA-12249, for cooperative purchasing. By using the NJPA contract with Empire Southwest, it will save the county in both time and money for a rate that has already been established in the NJPA bidding process.

Authorization to use a Cooperative Purchasing Agreement with the National Joint Powers Alliance Cooperative, Contract No. 032515-CAT, for Parts, repair labor and lease Purchase of Caterpillar Equipment - approved this 7th

day of August, 2018.

GILA COUNTY BOARD OF SUPERVISORS

EMPIRE SOUTHWEST, LLC



Tim R. Humphrey, Board of Supervisors



Authorized Signature

John Helms, Vice President/CFO

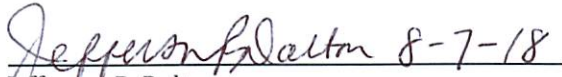
Print Name

ATTEST



Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM



Jefferson R. Dalton,
Deputy Gila County Attorney, Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney

ATTACHMENT "A"

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.

LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

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

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

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

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.

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.

Date: 7/19/18


Signature of Authorized Representative

GREG SMITH - ACCOUNT MANAGER
Printed Name

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS

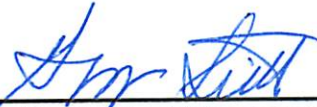
The prospective participant certifies to the best of its knowledge and belief that it and its principals:

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

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

GREG SMITH - ACCOUNT MANAGER

Typed Name and Title of Authorized Representative



Signature of Authorized Representative

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

FORM E

CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by Sourcewell if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

Sourcewell Contract #: 032119-CAT

Proposer's full legal name: Caterpillar Inc.

Based on Sourcewell's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by Sourcewell.

The effective date of the Contract will be May 13, 2019 and will expire on May 13, 2023 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

Sourcewell Authorized Signatures:

DocuSigned by:
Jeremy Schwartz
C0ED2A138D0648B
SOURCEWELL DIRECTOR OF OPERATIONS AND
PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

DocuSigned by:
Chad Coauette
7E42BBF817A84CC...
SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette
(NAME PRINTED OR TYPED)

Awarded on May 10, 2019

Sourcewell Contract # 032119-CAT

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Caterpillar Inc.

Authorized Signatory's Title North America Industry Manager

Patrick Kearns
VENDOR AUTHORIZED SIGNATURE

Patrick Kearns
(NAME PRINTED OR TYPED)

Executed on May 10, 2019

Sourcewell Contract # 032119-CAT

ARF-6617

Regular Agenda Item 3. I.

Regular BOS Meeting

Meeting Date: 05/18/2021

Submitted For: Steve Sanders, Director

Submitted By: Betty Hurst, Contracts Administrator

Department: Public Works

Fiscal Year: 2021 & 2022 Budgeted?: Yes

Contract Dates 05-18-21 to 07-15-21 Grant?: No

Begin & End:

Matching No Fund?: Renewal

Requirement?:

Information

Request/Subject

Approval for Equipment Repairs at Empire Southwest LLC.

Background Information

Since 2018, Gila County has been using the Sourcewell Cooperative Agreement with Caterpillar to obtain discounts on repairs, parts, and purchases.

Gila County's equipment is slowly being replaced with newer pieces, but there are still many that will require major repairs or replacement. These repairs can become quite expensive and are always weighed against replacing the machine.

Evaluation

One of the Caterpillar equipment major repairs is a road Motor Grader J-020, a 2014 12M2 AWD, where metal has been found in the engine and the machine won't run. The estimated cost to repair by reconditioning the engine is \$68,988, plus or minus other items found while torn down.

The other piece of equipment is a Dozer T-004, a 1995 D8N, at the Buckhead Mesa Landfill that is leaking water and coolant into the oil system. The General Services Shops have been working on the problem since 2019 and the machine has 8,000 hours on it and they typically last 10,000 hours. The engine could be reconditioned at a cost of approximately \$66,946 or buy a long block for \$76,139. It's a good machine, worth fixing and Public Works plans on keeping it by

reconditioning the engine.

Conclusion

The dozer is necessary at the landfill to push the trash and after checking there is not one to rent for trash. Fire danger is upon Gila County and Public Works staff believe that these are two vital pieces of equipment that must be useable prior to August 2021.

Recommendation

The Public Works Department Director recommends that repairs are made to the T-004 Dozer and the J-020 Motor Grader to continue maintenance and so Public Works is ready for any emergency.

Suggested Motion

Information/Discussion/Action to approve major repairs to two pieces of heavy equipment (T-004 Dozer and J-020 Motor Grader) through Empire Southwest prior to August 2021 for a not to exceed price of \$160,000.

(Steve Sanders)

Attachments

Maintenance Proposal for J-020 Motor Grader

Maintenance Proposal for T-004 Dozer



SAFETY • RESPECT • INTEGRITY • TEAMWORK
 EXCELLENCE • STEWARDSHIP • ASTONISHMENT

| | |
|-----------------|------------|
| ESTIMATE NUMBER | 63599 A |
| CLIENT ORDER | |
| CLIENT NUMBER | 0054054 |
| DATE | 04/14/2021 |
| AGMT/PSO/WO # | |
| EXPIRATION DATE | 06/30/2021 |
| REVISION TITLE | |

SOLD TO
 GILA COUNTY PAYSON MAINT
 SOURCEWELL-032515-CAT
 PAYSON PARTS/SVC ONLY 5320 EAST HWY 260
 STAR VALLEY AZ 85541

SHIP TO

| MAKE | MODEL | SERIAL # | EQUIP # | METER READING | ID NUMBER |
|-------------|----------|-----------|---------|---------------|-----------|
| CATERPILLAR | 12M2 AWD | 0R9P00118 | J-20 | 4872 | E123585 |

| QUANTITY | ITEM | DESCRIPTION | UNIT PRICE | EXTENSION |
|----------|------|-------------|------------|-----------|
|----------|------|-------------|------------|-----------|

EMPIRE THANKS YOU FOR THE OPPORTUNITY TO ESTIMATE THIS REPAIR. THIS IS ONLY AN ESTIMATE, A FIRM QUOTE WILL BE GIVEN AFTER DISASSEMBLY AND INSPECTION OF PARTS AND REUSE GUIDELINES APPLIED.

ANY QUESTIONS OR CONCERNS PLEASE CONTACT YOUR PRODUCT SUPPORT REPRESENTATIVE.

09 REMOVE, RECON, INSTALL RADIATOR

PARTS INCLUDE: REPLACEMENT OF RADIATOR CAP, ALL HOSES, HOSE CLAMPS & SEALS ASSOCIATED WITH THE RADIATOR.

MISC. CHARGES INCLUDE VENDOR CLEAN, DISASSEMBLE, FLUSH TANKS, REMOVE END CAPS FROM EACH SECTION, ROD OUT TUBES, REBUILD HEADERS, ASSEMBLE, CLEAN AND TEST RADIATOR, AFTERCOOLER, HYDRAULIC COOLER. FIN AND PAINT COOLERS.

| | |
|------------------|---------|
| TOTAL PARTS | 506.17 |
| TOTAL LABOR | 1836.80 |
| TOTAL MISC | 3796.20 |
| SEGMENT 09 TOTAL | 6139.17 |

10 REMOVE & INSTALL ENGINE

PARTS INCLUDE: INTAKE AIR HOSES AND CLAMPS, AFTERCOOLER AIR HOSES AND CLAMPS, AIR FILTERS, EXHAUST PIPE TO TURBO CLAMP AND ENGINE MOUNTS.

| | |
|------------------|---------|
| TOTAL PARTS | 3150.75 |
| TOTAL LABOR | 6560.00 |
| TOTAL MISC | 0.00 |
| SEGMENT 10 TOTAL | 9710.75 |

12 RECONDITION ENGINE LEVEL 3

BASED ON A RUNNING NON-FAILED ENGINE.

INCLUDES LINER PACKS, BEARINGS, SEALS, RINGS,



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EXCELLENCE • STEWARDSHIP • ASTONISHMENT

| | |
|-----------------|------------|
| ESTIMATE NUMBER | 63599 A |
| CLIENT ORDER | |
| CLIENT NUMBER | 0054054 |
| DATE | 04/14/2021 |
| AGMT/PSO/WO # | |
| EXPIRATION DATE | 06/30/2021 |
| REVISION TITLE | |

| MAKE | MODEL | SERIAL # | EQUIP # | METER READING | ID NUMBER |
|-------------|----------|-----------|---------|---------------|-----------|
| CATERPILLAR | 12M2 AWD | 0R9P00118 | J-20 | 4872 | E123585 |

| QUANTITY | ITEM | DESCRIPTION | UNIT PRICE | EXTENSION |
|----------|------|-------------|------------|-----------|
|----------|------|-------------|------------|-----------|

FUEL PUMP, INJECTORS, HEAD RECONDITION, TURBO RECONDITION, AND PERFORMANCE CHECK OF ENGINE TO ENSURE SPEC IS WITHIN 3% OF RATED HP.

MISC. CHARGE INCLUDES DYNO FEE.

| | |
|------------------|----------|
| TOTAL PARTS | 37386.23 |
| TOTAL LABOR | 13907.20 |
| TOTAL MISC | 1200.00 |
| SEGMENT 12 TOTAL | 52493.43 |

75 PERFORM 5000 SERVICE HOUR MAINT

5000 HR SERVICE SCOPE OF WORK INCLUDES: TIER4
INTERIM PERFORM VISUAL AND OPERATIONAL INSPECTION

- O VENDOR CLEAN DPF FILTER
- O CHANGE ARD SPARK PLUG
- O CHANGE DPF CLAMPS
- O CHANGE FUEL PRIMING PUMP

| | |
|------------------|---------|
| TOTAL PARTS | 991.80 |
| TOTAL LABOR | 1049.60 |
| TOTAL MISC | 0.00 |
| SEGMENT 75 TOTAL | 2041.40 |

9W CLEAN MACHINE

CLEAN MACHINE FOR CONTAMINATION CONTROL.

| | |
|------------------|--------|
| TOTAL PARTS | 0.00 |
| TOTAL LABOR | 262.40 |
| TOTAL MISC | 0.00 |
| SEGMENT 9W TOTAL | 262.40 |

LU REFILL MACHINE

REFILL ENGINE OIL, COOLANT AND DEF FLUID



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EXCELLENCE • STEWARDSHIP • ASTONISHMENT

| | |
|-----------------|------------|
| ESTIMATE NUMBER | 63599 A |
| CLIENT ORDER | |
| CLIENT NUMBER | 0054054 |
| DATE | 04/14/2021 |
| AGMT/PSO/WO # | |
| EXPIRATION DATE | 06/30/2021 |
| REVISION TITLE | |

| MAKE | MODEL | SERIAL # | EQUIP # | METER READING | ID NUMBER |
|-------------|----------|-----------|---------|---------------|-----------|
| CATERPILLAR | 12M2 AWD | 0R9P00118 | J-20 | 4872 | E123585 |

| QUANTITY | ITEM | DESCRIPTION | UNIT PRICE | EXTENSION |
|----------|------|------------------|------------|-----------|
| | | TOTAL PARTS | | 386.61 |
| | | TOTAL LABOR | | 131.20 |
| | | TOTAL MISC | | 0.00 |
| | | SEGMENT LU TOTAL | | 517.81 |

PC DOCUMENTATION PAPERWORK

15% PARTS DISCOUNT COVERED BY MAJOR COMPONENT
REBUILD INCENTIVE PROGRAM.

| | |
|------------------|----------|
| TOTAL PARTS | 0.00 |
| TOTAL LABOR | 0.00 |
| TOTAL MISC | -6305.24 |
| SEGMENT PC TOTAL | -6305.24 |

TA TEST/CHECK & ADJUST MACHINE TEST AND CONFIRM REPAIRS

| | |
|------------------|--------|
| TOTAL PARTS | 0.00 |
| TOTAL LABOR | 131.20 |
| TOTAL MISC | 0.00 |
| SEGMENT TA TOTAL | 131.20 |

WA SERVICE EXTENDED WARRANTY

EMPIRE 36MO/5000 HOUR EXTENDED ENGINE WARRANTY.
\$1275.00 OF EXTENDED WARRANTY COVERED BY MAJOR
COMPONENT REBUILD INCENTIVE PROGRAM.

| | | | | |
|----|-----|------------------|----------|-----------|
| -1 | CMK | MARKETING PROG | 1,275.00 | -1,275.00 |
| 1 | EWC | EXTENDED WAR'NTY | 1,275.00 | 1,275.00 |
| | | TOTAL PARTS | | 0.00 |
| | | TOTAL LABOR | | 0.00 |
| | | TOTAL MISC | | 0.00 |
| | | SEGMENT WA TOTAL | | 0.00 |



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| | |
|-----------------|------------|
| ESTIMATE NUMBER | 63599 A |
| CLIENT ORDER | |
| CLIENT NUMBER | 0054054 |
| DATE | 04/14/2021 |
| AGMT/PSO/WO # | |
| EXPIRATION DATE | 06/30/2021 |
| REVISION TITLE | |

| MAKE | MODEL | SERIAL # | EQUIP # | METER READING | ID NUMBER |
|-------------|----------|-------------|------------|---------------|-----------|
| CATERPILLAR | 12M2 AWD | 0R9P00118 | J-20 | 4872 | E123585 |
| QUANTITY | ITEM | DESCRIPTION | UNIT PRICE | EXTENSION | |

| | |
|------------------|----------|
| ENVIRON. FEE | 0.00 |
| STATE/COUNTY TAX | 3,048.96 |
| CITY/OTHER TAX | 948.36 |

| | |
|------------------------|------------|
| TOTAL ESTIMATE | 68,988.24 |
| EXPIRATION DATE | 06/30/2021 |

Client Approval: _____

Signature

Date

TERMS:
CLIENT ACKNOWLEDGES THAT THIS QUOTATION IS SUBJECT TO PRICE CHANGES AND AVAILABILITY OF GOODS. MACHINE SALES PAYMENTS ARE DUE NET 10; ALL OTHERS NET 30. UNLESS OTHERWISE AGREED IN WRITING BY A VICE PRESIDENT OF EMPIRE SOUTHWEST, LLC ("EMPIRE"), THE PURCHASE OF GOODS (INCLUDING, BUT NOT LIMITED TO, NEW AND USED EQUIPMENT, ATTACHMENTS, PARTS AND TECHNOLOGY) OR SERVICES FROM EMPIRE WILL BE GOVERNED SOLELY BY EMPIRE'S TERMS AND CONDITIONS OF SALES AND SERVICE (THE "SALES AND SERVICE TERMS"), WHICH ARE AVAILABLE AT WWW.EMPIRE-CAT.COM/SALESSERVICETERMS, AND THE RENTAL OF EQUIPMENT FROM EMPIRE WILL BE GOVERNED SOLELY BY EMPIRE'S RENTAL TERMS AND CONDITIONS (THE "RENTAL TERMS"), WHICH ARE AVAILABLE AT WWW.EMPIRE-CAT.COM/RENTALTERMS, OR SUCH OTHER SUCCESSOR WEBSITES AT WHICH EMPIRE POSTS ITS SALES AND SERVICE TERMS AND ITS RENTAL TERMS (COLLECTIVELY, THE "TERMS") FROM TIME TO TIME. A HARD COPY OF THE TERMS IS AVAILABLE UPON WRITTEN REQUEST TO TERMS.CONDITIONS@EMPIRE-CAT.COM. EMPIRE'S TERMS ARE HEREBY INCORPORATED BY REFERENCE INTO THIS DOCUMENT AND ALL OTHER DOCUMENTS RELATED TO YOUR PURCHASE OF GOODS OR SERVICES FROM EMPIRE OR THE RENTAL OF EQUIPMENT FROM EMPIRE. BY PURCHASING GOODS OR SERVICES FROM EMPIRE, DELIVERING EQUIPMENT TO EMPIRE FOR SERVICE, OR RENTING EQUIPMENT FROM EMPIRE, YOU AGREE TO BE BOUND BY EMPIRE'S TERMS EXACTLY AS WRITTEN. UNLESS OTHERWISE AGREED IN WRITING BY A VICE PRESIDENT OF EMPIRE, CLIENT IS RESPONSIBLE FOR ALL DISASSEMBLY AND REASSEMBLY CHARGES. BECAUSE IT IS IMPOSSIBLE TO DETERMINE THE EXTENT OF WEAR ON INTERNAL COMPONENTS, ADDITIONAL LABOR AND PARTS MAY BE REQUIRED FOLLOWING DISASSEMBLY.



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| | |
|-----------------|------------|
| ESTIMATE NUMBER | 63675 A |
| CLIENT ORDER | |
| CLIENT NUMBER | 0054054 |
| DATE | 04/16/2021 |
| AGMT/PSO/WO # | |
| EXPIRATION DATE | 06/30/2021 |
| REVISION TITLE | Long Block |

SOLD TO

GILA COUNTY PAYSON MAINT
SOURCEWELL-032515-CAT
PAYSON PARTS/SVC ONLY 5320 EAST HWY 260
STAR VALLEY AZ 85541

SHIP TO

| MAKE | MODEL | SERIAL # | EQUIP # | METER READING | ID NUMBER |
|-------------|-------|-----------|---------|---------------|-----------|
| CATERPILLAR | D8N | 05TJ03065 | T-4 | 7588 | |

| QUANTITY | ITEM | DESCRIPTION | UNIT PRICE | EXTENSION |
|----------|------|-------------|------------|-----------|
|----------|------|-------------|------------|-----------|

EMPIRE THANKS YOU FOR THE OPPORTUNITY TO ESTIMATE THIS REPAIR. THIS IS ONLY AN ESTIMATE, A FIRM QUOTE WILL BE GIVEN AFTER DISASSEMBLY AND INSPECTION OF PARTS AND REUSE GUIDELINES APPLIED.

ANY QUESTIONS OR CONCERNS PLEASE CONTACT YOUR PRODUCT SUPPORT REPRESENTATIVE.

09 REMOVE, RECON, INSTALL RADIATOR & GUARD
PARTS INCLUDE: RADIATOR CAP, HOSES, HOSE CLAMPS & SEALS ASSOCIATED WITH THE RADIATOR. RADIATOR GUARD PINS & BUSHINGS.

MISC. CHARGES INCLUDE VENDOR CLEANING AND TESTING THE RADIATOR, AFTERCOOLER AND OIL COOLER CORES.

| | |
|------------------|---------|
| TOTAL PARTS | 926.92 |
| TOTAL LABOR | 3148.80 |
| TOTAL MISC | 5443.80 |
| SEGMENT 09 TOTAL | 9519.52 |

10 REMOVE & INSTALL ENGINE
PARTS INCLUDE: INTAKE AIR HOSES AND CLAMPS, AFTERCOOLER AIR HOSES AND CLAMPS, AIR FILTERS, EXHAUST PIPE TO TURBO CLAMP AND ENGINE MOUNTS

| | |
|------------------|----------|
| TOTAL PARTS | 2065.61 |
| TOTAL LABOR | 8528.00 |
| TOTAL MISC | 0.00 |
| SEGMENT 10 TOTAL | 10593.61 |

12 RECONDITION LONG BLOCK
BASED ON A RUNNING NON-FAILED ENGINE.

INCLUDES LONG BLOCK, BEARINGS, FUEL PUMP, INJECTORS, TURBO RECONDITION, AND PERFORMANCE CHECK OF ENGINE TO ENSURE SPEC IS WITHIN 3% OF RATED HP.



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EXCELLENCE • STEWARDSHIP • ASTONISHMENT

| | |
|-----------------|------------|
| ESTIMATE NUMBER | 63675 A |
| CLIENT ORDER | |
| CLIENT NUMBER | 0054054 |
| DATE | 04/16/2021 |
| AGMT/PSO/WO # | |
| EXPIRATION DATE | 06/30/2021 |
| REVISION TITLE | Long Block |

| MAKE | MODEL | SERIAL # | EQUIP # | METER READING | ID NUMBER |
|-------------|-------|-------------|------------|---------------|-----------|
| CATERPILLAR | D8N | 05TJ03065 | T-4 | 7588 | |
| QUANTITY | ITEM | DESCRIPTION | UNIT PRICE | EXTENSION | |

MISC. CHARGE INCLUDES DYNO FEE.

| | |
|------------------|----------|
| TOTAL PARTS | 44694.20 |
| TOTAL LABOR | 10036.80 |
| TOTAL MISC | 1200.00 |
| SEGMENT 12 TOTAL | 55931.00 |

9W CLEAN MACHINE
CLEAN MACHINE FOR CONTAMINATION CONTROL.

| | |
|------------------|--------|
| TOTAL PARTS | 0.00 |
| TOTAL LABOR | 262.40 |
| TOTAL MISC | 0.00 |
| SEGMENT 9W TOTAL | 262.40 |

LU REFILL MACHINE
REFILL ENGINE OIL AND COOLANT AFTER REPAIRS

| | |
|------------------|--------|
| TOTAL PARTS | 510.00 |
| TOTAL LABOR | 131.20 |
| TOTAL MISC | 0.00 |
| SEGMENT LU TOTAL | 641.20 |

PC DOCUMENTATION PAPERWORK
15% PARTS DISCOUNT COVERED BY MAJOR COMPONENT
REBUILD INCENTIVE PROGRAM.

| | |
|------------------|----------|
| TOTAL PARTS | 0.00 |
| TOTAL LABOR | 0.00 |
| TOTAL MISC | -7173.20 |
| SEGMENT PC TOTAL | -7173.20 |

TA TEST/CHECK & ADJUST MACHINE
TEST AND CONFIRM REPAIRS



SAFETY • RESPECT • INTEGRITY • TEAMWORK
 EXCELLENCE • STEWARDSHIP • ASTONISHMENT

| | |
|-----------------|------------|
| ESTIMATE NUMBER | 63675 A |
| CLIENT ORDER | |
| CLIENT NUMBER | 0054054 |
| DATE | 04/16/2021 |
| AGMT/PSO/WO # | |
| EXPIRATION DATE | 06/30/2021 |
| REVISION TITLE | Long Block |

| MAKE | MODEL | SERIAL # | EQUIP # | METER READING | ID NUMBER |
|-------------|-------|-----------|---------|---------------|-----------|
| CATERPILLAR | D8N | 05TJ03065 | T-4 | 7588 | |

| QUANTITY | ITEM | DESCRIPTION | UNIT PRICE | EXTENSION |
|----------|------|------------------|------------|-----------|
| | | TOTAL PARTS | | 0.00 |
| | | TOTAL LABOR | | 131.20 |
| | | TOTAL MISC | | 0.00 |
| | | SEGMENT TA TOTAL | | 131.20 |

WA SERVICE EXTENDED WARRANTY

EMPIRE 36MO/5000 HOUR EXTENDED ENGINE WARRANTY.
 \$2500.00 OF EXTENDED WARRANTY COVERED BY MAJOR
 COMPONENT REBUILD INCENTIVE PROGRAM.

| | | | | |
|----|-----|------------------|----------|-----------|
| -1 | CMK | MARKETING PROG | 2,500.00 | -2,500.00 |
| 1 | EWC | EXTENDED WAR'NTY | 4,110.00 | 4,110.00 |
| | | TOTAL PARTS | | 0.00 |
| | | TOTAL LABOR | | 0.00 |
| | | TOTAL MISC | | 1610.00 |
| | | SEGMENT WA TOTAL | | 1610.00 |



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EXCELLENCE • STEWARDSHIP • ASTONISHMENT

| | |
|-----------------|------------|
| ESTIMATE NUMBER | 63675 A |
| CLIENT ORDER | |
| CLIENT NUMBER | 0054054 |
| DATE | 04/16/2021 |
| AGMT/PSO/WO # | |
| EXPIRATION DATE | 06/30/2021 |
| REVISION TITLE | Long Block |

| MAKE | MODEL | SERIAL # | EQUIP # | METER READING | ID NUMBER |
|-------------|-------|-------------|------------|---------------|-----------|
| CATERPILLAR | D8N | 05TJ03065 | T-4 | 7588 | |
| QUANTITY | ITEM | DESCRIPTION | UNIT PRICE | EXTENSION | |

| | |
|------------------------|-------------------|
| ENVIRON. FEE | 0.00 |
| STATE/COUNTY TAX | 3,526.25 |
| CITY/OTHER TAX | 1,096.81 |
| TOTAL ESTIMATE | 76,138.79 |
| EXPIRATION DATE | 06/30/2021 |

Client Approval: _____

Signature

Date

TERMS:
CLIENT ACKNOWLEDGES THAT THIS QUOTATION IS SUBJECT TO PRICE CHANGES AND AVAILABILITY OF GOODS. MACHINE SALES PAYMENTS ARE DUE NET 10; ALL OTHERS NET 30. UNLESS OTHERWISE AGREED IN WRITING BY A VICE PRESIDENT OF EMPIRE SOUTHWEST, LLC ("EMPIRE"), THE PURCHASE OF GOODS (INCLUDING, BUT NOT LIMITED TO, NEW AND USED EQUIPMENT, ATTACHMENTS, PARTS AND TECHNOLOGY) OR SERVICES FROM EMPIRE WILL BE GOVERNED SOLELY BY EMPIRE'S TERMS AND CONDITIONS OF SALES AND SERVICE (THE "SALES AND SERVICE TERMS"), WHICH ARE AVAILABLE AT WWW.EMPIRE-CAT.COM/SALESSERVICETERMS, AND THE RENTAL OF EQUIPMENT FROM EMPIRE WILL BE GOVERNED SOLELY BY EMPIRE'S RENTAL TERMS AND CONDITIONS (THE "RENTAL TERMS"), WHICH ARE AVAILABLE AT WWW.EMPIRE-CAT.COM/RENTALTERMS, OR SUCH OTHER SUCCESSOR WEBSITES AT WHICH EMPIRE POSTS ITS SALES AND SERVICE TERMS AND ITS RENTAL TERMS (COLLECTIVELY, THE "TERMS") FROM TIME TO TIME. A HARD COPY OF THE TERMS IS AVAILABLE UPON WRITTEN REQUEST TO TERMS.CONDITIONS@EMPIRE-CAT.COM. EMPIRE'S TERMS ARE HEREBY INCORPORATED BY REFERENCE INTO THIS DOCUMENT AND ALL OTHER DOCUMENTS RELATED TO YOUR PURCHASE OF GOODS OR SERVICES FROM EMPIRE OR THE RENTAL OF EQUIPMENT FROM EMPIRE. BY PURCHASING GOODS OR SERVICES FROM EMPIRE, DELIVERING EQUIPMENT TO EMPIRE FOR SERVICE, OR RENTING EQUIPMENT FROM EMPIRE, YOU AGREE TO BE BOUND BY EMPIRE'S TERMS EXACTLY AS WRITTEN. UNLESS OTHERWISE AGREED IN WRITING BY A VICE PRESIDENT OF EMPIRE, CLIENT IS RESPONSIBLE FOR ALL DISASSEMBLY AND REASSEMBLY CHARGES. BECAUSE IT IS IMPOSSIBLE TO DETERMINE THE EXTENT OF WEAR ON INTERNAL COMPONENTS, ADDITIONAL LABOR AND PARTS MAY BE REQUIRED FOLLOWING DISASSEMBLY.

ARF-6615

Regular Agenda Item 3. J.

Regular BOS Meeting

Meeting Date: 05/18/2021

Submitted For: Steve Sanders, Director

Submitted By: Shannon Coons, Fiscal Services Manager

Department: Public Works

Division: Administration

Fiscal Year: FY2022

Budgeted?: Yes

Contract Dates 2021 to 9/30/2027

Grant?: Yes

Begin & End:

Matching Yes

Fund?: Renewal

Requirement?:

Information

Request/Subject

Adopt Resolution No. 21-05-05 authorizing the Board Chairman to sign Intergovernmental Agreement No. IGA 20-0008060-I with the Arizona Department of Transportation for the construction of a bridge across Tonto Creek in Tonto Basin, AZ.

Background Information

Gila County received a 2020 BUILD Grant from the United States Department of Transportation (USDOT) for the construction of a bridge across Tonto Creek in Tonto Basin. The funds are available to Gila County either directly from USDOT or as a pass-through from USDOT to the Arizona Department of Transportation (ADOT). Due to the experience needed to manage federal funds, Gila County asked ADOT to manage the project. ADOT agreed and this IGA will permit ADOT to manage the project on behalf of Gila County.

Evaluation

ADOT has the experience and ability to manage the project on behalf of Gila County.

Conclusion

It is in the best interest of Gila County to have ADOT manage the project.

Recommendation

The Public Works Department Director recommends that the Board of Supervisors adopt Resolution No. 21-05-05 authorizing the Board Chairman to sign IGA 20-0008060-I with the Arizona Department of Transportation for the construction of a bridge across Tonto Creek in Tonto Basin, Arizona.

Suggested Motion

Information/Discussion/Action to adopt Resolution No. 21-05-05 which authorizes the execution of an Intergovernmental Agreement (IGA 20-0008060-I) between Gila County and the State of Arizona, Department of Transportation, to construct a bridge across Tonto Creek in Tonto Basin, Arizona. **(Steve Sanders)**

Attachments

Resolution 21-05-05

ADOT IGA 20-0008060-I

When recorded please send to
Marian Sheppard, Clerk of the Board



RESOLUTION NO. 21-05-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA, AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT (IGA 20-0008060-I) BETWEEN GILA COUNTY AND THE STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION, FOR THE CONSTRUCTION OF A BRIDGE ACROSS TONTO CREEK IN THE TONTO BASIN AREA OF GILA COUNTY

WHEREAS, the Gila County Board of Supervisors is desirous of undertaking the construction of the Tonto Creek Bridge in the Tonto Basin area of Gila County; and

WHEREAS, an Intergovernmental Agreement requires a resolution of Gila County to authorize execution of the agreement;

NOW, THEREFORE, BE IT RESOLVED that the Gila County Board of Supervisors authorizes the execution of an Intergovernmental Agreement (IGA 20-0008060-I) between Gila County and the State of Arizona, Department of Transportation, for the construction of a bridge across Tonto Creek in the Tonto Basin area of Gila County.

PASSED AND ADOPTED this 18th day of May 2021, at Globe, Gila County, Arizona.

Attest:

GILA COUNTY BOARD OF SUPERVISORS

Marian Sheppard, Clerk of the Board

Tim R. Humphrey, Chairman

Approved as to form:

The Gila County Attorney's Office

ADOT CAR No.: IGA 20-0008060-I
AG Contract No.: P001 2021 000386
Project Location/Name: Tonto Creek
Bridge
Type of Work: Construct Bridge
Federal-aid No.: GGI-0(204)A
ADOT Project No.: SS718 01C
TIP/STIP No.: GIL 22-02C
CFDA No.: 20.205 - Highway Planning and
Construction
Budget Source Item No.:

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
GILA COUNTY

THIS AGREEMENT ("Agreement") is entered into this date _____, pursuant to the Arizona Revised Statutes ("A.R.S.") §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State" or "ADOT") and the GILA COUNTY, acting by and through its CHAIRMAN and BOARD OF SUPERVISORS (the "County"). The State and the County are each individually referred to as a "Party" and are collectively referred to as the "Parties."

I. RECITALS

1. The State is empowered by A.R.S. § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The County is empowered by A.R.S. § 11-251 to enter into this Agreement and has by resolution, a copy of which is attached and made a part of, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the County.
3. The County is the successful recipient of a 2020 BUILD Grant (BUILD 20) for the construction of the Tonto Creek Bridge (the "Project"). The Project will replace an at-grade dirt road that crosses Tonto Creek with a bridge between Old State Highway 188 and Greenback Valley Road in Tonto Basin. The Project will also widen and improve approximately 1.5 miles of Old State Highway 188 connecting to the bridge.
4. The interest of the State in this Project is the acquisition of federal funds for the use and benefit of the County and authorization of such federal funds for the Project pursuant to federal law and regulations. The State shall be the designated agent for the County for the Project, if the Project is approved by Federal Highway Administration (FHWA) and funds for the Project are available.

THEREFORE, the Recitals set forth above are incorporated into this Agreement and in consideration of the mutual terms expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The Parties agree:
 - a. The Project will be completed, accepted, and paid for in accordance with the requirements of the Project plans and specifications.
 - b. The County will enter into a Grant Agreement (GA) with FHWA that identifies the BUILD 20 requirements.
 - c. In June of 2009, FHWA authorized the Preliminary Engineering (PE) on this Project. The Parties entered into IGA 08-132, and the County administered the scoping and design phases of the Project. The County has paid for and obtained the right of way needed for the Project. The County will use \$175,000 of its \$3,000,000 non-federal match to complete the Final PS&E package, which includes ADOT's Project Development Administration (PDA) fees. The County will, in accordance with IGA 08-132, pay for remaining PDA costs within 30 days of receipt of an invoice from ADOT.
 - d. The final Project amount may exceed the initial estimate(s) identified in Exhibit A, and in such case, the County is responsible for, and agrees to pay, any and all actual costs exceeding the initial estimate. If the final Project amount is less than the initial estimate, the difference between the final bid amount and the initial estimate will be de-obligated or otherwise released from the Project. The County acknowledges it remains responsible for actual costs and agrees to pay according to the terms of this Agreement.
 - e. The County and ADOT will each separately file a Notice of Intent (NOI) under the Construction General Permit (CGP) with the Arizona Department of Environmental Quality (ADEQ) before construction begins, if applicable to the Project.
 - f. If available, the State may utilize the County's Inspectors on the Project as needed by the State's Resident Engineer, in accordance with the following: all ADOT policies and procedures will be applicable as coordinated with ADOT's Southeast District (the "District") and the ADOT Construction Group. The County, District, and the Construction Group must agree on the County Inspector. The County Engineer or his designee must provide ADOT's Construction Group, (for pre-approval), all required and current certifications and chargeable rates (labor and equipment). The County Inspector will report to ADOT's Resident Engineer and must comply with all ADOT hardware/software computer requirements, which includes maintaining the computer and any information in a secure location. The County Inspector must also utilize ADOT's automated system to complete the required weekly time sheet. The County Inspector will remain an employee of the County and will not be considered an ADOT employee during the term of this Agreement. The County will invoice monthly for reimbursement, and all charges must be kept current for both payment and federal reporting purposes. The County will be notified of all approvals by the ADOT Construction Group.

2. The State will:
 - a. Execute this Agreement, and if the Project is approved by FHWA and funds for the Project are available, be the County's designated agent for the Project.
 - b. After receipt of the PDA costs, review the County's design plans, specifications, cost estimates and other such documents required for the construction bidding and construction of the Project, including scoping/design plans and documents required by FHWA to qualify projects for and to receive federal funds; provide design review comments to the County as appropriate. Alterations, modifications, or changes to the Project plans will require written approval from the County.
 - c. After completion of design review and prior to bid advertisement, invoice the County for the actual PDA costs, as applicable, and the County's share of the Project construction costs, estimated at \$2,825,000. After the Project costs for construction are finalized, the State will either invoice or reimburse the County for the difference between estimated and actual costs.
 - d. After receipt of the County's match and FHWA authorization, proceed to advertise for, receive and open bids award and enter into a contract with the firm for the construction of the Project. If the bid amounts exceed the construction cost estimate, obtain County concurrence prior to awarding the contract. After the Project is awarded, invoice the County for the difference between estimated and actual costs, if applicable.
 - e. Notify the County of completion and final acceptance of the Project. At such time, file a Notice of Termination (NOT) with ADEQ transferring CGP responsibilities to the County, and provide a copy to the County indicating that the State's maintenance responsibility of the Project is terminated, as applicable.
 - f. Notify the County of completion and final acceptance of the Project; coordinate with the County and turn over full responsibility of the Project improvements.
 - g. Not be obligated to maintain the Project, should the County fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.
3. The County will:
 - a. Designate the State as the County's authorized agent for the Project.
 - b. Within 30 days of receipt of an invoice from the State, pay for any remaining PDA costs. Agree to be responsible for actual PDA costs, if during the development of design, PDA costs exceed the initial estimate. Be responsible for the difference between the estimated and actual PDA and design costs of the Project.
 - c. Prepare and provide design plans, specifications, cost estimates and other such documents required for the construction bidding and construction of the Project, including scoping/design plans and documents required by FHWA to qualify projects for and to receive federal funds; incorporate design review comments from the State, as appropriate.

- d. Enter into an agreement with the design consultant which states that the design consultant will provide professional post-design services as required and requested throughout and at completion of the construction phase of the Project. After final acceptance of the Project, provide an electronic version of the record drawings to the ADOT Project Manager.
- e. After completion of design and design review, within 30 days of receipt of an invoice from the State and prior to bid advertisement, pay to the State, any outstanding PDA costs and the County's share of the Project construction costs, estimated at \$2,825,000. Be responsible for and pay the difference between the estimated and actual construction costs of the Project, within 30 days of receipt of an invoice.
- f. Be responsible for all costs incurred in performing and accomplishing the work as set forth under this Agreement, that are not covered by federal funding. Should costs be deemed ineligible or exceed the maximum federal funds available, it is understood and agreed that the County is responsible for these costs; payment for these costs shall be made within 30 days of receipt of an invoice from the State.
- g. Certify that all necessary rights of way have been or will be acquired prior to advertisement for bid and also certify that all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the Project area, shall be removed from the proposed right of way, or will be removed prior to the start of construction, in accordance with The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended; 49 CFR 24.102 Basic Acquisition Policies; 49 CFR 24.4 Assurances, Monitoring and Corrective Action, parts (a) & (b) and ADOT Right of Way Procedures Manual: 8.02 Responsibilities, 8.03 Prime Functions, 9.06 Monitoring Process and 9.07 Certification of Compliance. Coordinate with the appropriate State's Right of Way personnel during any right of way process performed by the County, if applicable.
- h. Certify that the County has adequate resources to discharge the County's real property related responsibilities and ensures that its Title 23-funded projects are carried out using the FHWA approved and certified ADOT Right of Way Procedures Manual and that they will comply with current FHWA requirements whether or not the requirements are included in the FHWA approved ADOT Right of Way Procedures Manual. (23 CFR 710.201)
- i. Not permit or allow any encroachments on or private use of the right of way, except those authorized by permit. In the event of any unauthorized encroachment or improper use, the County shall take all necessary steps to remove or prevent any such encroachment or use. Provide a copy of encroachment permits issued within the Project limits to the State.
- j. Automatically grant to the State, by execution of this Agreement, its agents and/or contractors, without cost, the temporary right to enter County rights of way, as required, to conduct any and all construction and preconstruction related activities for the Project, on, to and over said County rights of way. This temporary right will expire with completion of the Project.

- k. Investigate and document utilities within the Project limits; determine prior rights or no prior rights; approve an easement within the final right of way to re-establish the prior right location for those utilities with prior rights.
- l. Be obligated to incur any expenditure should unforeseen conditions or circumstances increase Project costs. Be responsible for the cost of any County requested changes to the scope of work of the Project, such changes will require State and FHWA approval. Be responsible for any contractor claims for additional compensation caused by Project delay attributable to the County. Payment for these costs will be made to the State within 30 days of receipt of an invoice from the State.
- m. After notification of final acceptance by the State, assume and maintain full responsibility of the Project, including Storm Water Pollution Prevention Plans (SWPPP) inspections, maintenance, and required documentation, until final stabilization is reached. Provide the NOI number to the State and the Contractor, accept CGP responsibilities at time of transfer, and file an NOT with ADEQ when final stabilization is reached, as applicable.
- n. After completion and final acceptance of the Project, agree to maintain and assume full responsibility of the Project and all Project components.

III. MISCELLANEOUS PROVISIONS

- 1. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.
- 2. Any change or modification to the Project will only occur with the mutual written consent of both Parties.
- 3. Each Party shall establish and maintain in its annual budget the necessary funds to fulfill its obligation under this Agreement.
- 4. Each Party shall establish and maintain a budget where sufficient funds are provided to satisfy expenses anticipated under this Agreement.
- 5. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project and all related deposits and/or reimbursements are made. Any provisions for maintenance shall be perpetual, unless assumed by another competent entity.
- 6. This Agreement may be cancelled at any time up to 30 days before the award of the Project construction contract, so long as the cancelling Party provides at least 30 days' prior written notice to the other Party. It is understood and agreed that, in the event the County terminates this Agreement, the County shall be responsible for all costs incurred by the State up to the time of termination. It is further understood and agreed that in the event the County terminates this Agreement, the State shall in no way be obligated to complete or maintain the Project.

7. The County shall indemnify, defend, and hold harmless the State, any of its departments, agencies, officers or employees (collectively referred to in this paragraph as the "State") from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including reasonable attorneys' fees and/or litigation expenses (collectively referred to in this paragraph as the "Claims"), which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, to the extent caused by, arising out of, or contributed to, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of the County, its employees, officers, directors, agents, representatives, or contractors, their employees, agents, or representatives in connection with or incident to the performance of this Agreement. The County's obligations under this paragraph shall not extend to any Claims to the extent caused by the negligence of the State, except the obligation does apply to any negligence of the County which may be legally imputed to the State by virtue of the State's ownership or possession of land. The County's obligations under this paragraph shall survive the termination of this Agreement.
8. The State shall include Section 107.13 of the 2008 version of the Arizona Department of Transportation Standard Specifications for Road and Bridge Construction, incorporated into this Agreement by reference, in the State's contract with any and all contractors, of which the County shall be specifically named as a third-party beneficiary. This provision may not be amended without the approval of the County.
9. The cost of scoping, design, construction and construction engineering work under this Agreement is to be covered by the federal funds programmed for this Project, up to the maximum available. The County acknowledges that actual Project costs may exceed the maximum available amount of federal funds, or that certain costs may not be accepted by FHWA as eligible for federal funds. Therefore, the County agrees to pay the difference between actual costs of the Project and the federal funds received.
10. Should the federal funding related to this Project be terminated or reduced by the federal government, or Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this Agreement.
11. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the County will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.
12. The Parties acknowledge and will comply with Title VI of the Civil Rights Act Of 1964.
13. The County acknowledges compliance with federal laws and regulations and may be subject to the CODE OF FEDERAL REGULATIONS, TITLE 2, PART 200 (also known as The Uniform Grant Guidance). Entities that expend \$750,000.00 or more (on or after 12/26/14) of federal assistance (federal funds, federal grants, or federal awards) are required to comply by having an independent audit in accordance with §200.331 Subpart F. Either an electronic or hardcopy of the Single Audit is to be sent to Arizona Department of Transportation Financial Management Services within the required deadline of nine months of the sub recipient fiscal year end.

ADOT – FMS
Attn: Cost Accounting Administrator
206 S 17th Ave. Mail Drop 204B
Phoenix, AZ 85007
SingleAudit@azdot.gov

14. Pursuant to 23 USC 102(b), the County will repay all federal funds reimbursements for preliminary engineering costs on the Project if it does not advance to right of way acquisition or construction within 10 years after federal funds were first made available.
15. This Agreement shall be governed by and construed in accordance with Arizona laws.
16. This Agreement may be cancelled in accordance with A.R.S. § 38-511.
17. The County shall retain all books, accounts, reports, files and other records relating to the Agreement for five years after completion of the Project. These documents shall be subject at all reasonable times to inspection and audit by the State. Such records shall be produced by the County at the request of ADOT.
18. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The Parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated in this Agreement by reference regarding “Non-Discrimination.”
19. Non-Availability of Funds: Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.
20. In the event of any controversy, which may arise out of this Agreement, the Parties agree to abide by arbitration as is set forth for public works contracts if required by A.R.S. § 12-1518.
21. The Parties shall comply with the applicable requirements of A.R.S. § 41-4401.
22. The Parties shall certify that all contractors comply with the applicable requirements of A.R.S. §35-393.01.
23. The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.
24. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered electronically, in person, or sent by mail, addressed as follows:

For Agreement Administration:

Arizona Department of Transportation
Joint Project Agreement Section
205 S. 17th Avenue, Mail Drop 637E
Phoenix, AZ 85007
JPABranch@azdot.gov

Gila County
Attn: Steve Sanders
1400 East Ash Street
Globe, AZ 85501
928.402.8530
928.425.8104 (Fax)

For Project Administration:

Arizona Department of Transportation
Project Management Group
205 S. 17th Avenue, Mail Drop 614E
Phoenix, AZ 85007
PMG@azdot.gov

Gila County
Attn: Steve Sanders
1400 East Ash Street
Globe, AZ 85501
928.402.8530
928.425.8104 (Fax)

For Financial Administration:

Arizona Department of Transportation
Project Management Group
205 S. 17th Avenue, Mail Drop 614E
Phoenix, AZ 85007
PMG@azdot.gov

Gila County
Attn: Steve Sanders
1400 East Ash Street
Globe, AZ 85501
928.402.8530
928.425.8104 (Fax)

- 25. Any revisions to the names and addresses above may be updated administratively by either Party and shall be in writing.
- 26. In accordance with A.R.S. § 11-952 (D), attached and incorporated in this Agreement is the written determination of each Party's legal counsel that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

GILA COUNTY

STATE OF ARIZONA

Department of Transportation

By _____
TIM R. HUMPHREY
Chairman of the Board

By _____
STEVE BOSCHEN, PE
Division Director

ATTEST:

By _____
MARIAN SHEPPARD
Clerk of the Board

ATTORNEY APPROVAL FORM FOR THE GILA COUNTY

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the GILA COUNTY, an agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

The Gila County Attorney's Office

Date

EXHIBIT A

Cost Estimate

SS718 01C

The federal funds addressed in this Agreement will be used for the construction of the Project, including the construction engineering (CE) and administration cost. The estimated Project costs are as follows:

| Project Components | Breakdown | | |
|-------------------------|---------------------|--------------------|---------------------|
| | Estimated Costs | County | BUILD Grant |
| Final PS&E Package/PDA* | \$175,000 | \$175,000 | |
| Utility Relocation | \$200,100 | | \$200,100 |
| Construction** | \$23,720,464 | \$2,825,000 | \$20,720,464 |
| TOTAL Costs | \$24,479,014 | \$3,000,000 | \$21,095,564 |

* (PDA costs will be invoiced and paid in accordance with IGA 08-132)

** (Includes 15% CE (this percentage is subject to change, any change will require concurrence from the County) and 5% Project contingencies)

ARF-6547

Regular Agenda Item 3. K.

Regular BOS Meeting

Meeting Date: 05/18/2021

Submitted For: Mary Springer, Finance Director

Submitted By: Mary Springer, Finance Director

Department: Finance

Fiscal Year: FY21-22

Budgeted?: Yes

Contract Dates FY21-22

Grant?: No

Begin & End:

Matching No

Fund?: Renewal

Requirement?:

Information

Request/Subject

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

Background Information

The State of Arizona House of Representatives at the Fifty-third Legislature second regular session in 2018 passed House Bill 2097 which amended Title 38, Chapter 5, Article 4, Arizona Revised Statutes, by adding section 38-863.01 - Pension funding policies; employers, which relates to the Public Safety Personnel Retirement System (PSPRS). A.R.S. §38-863.01 requires the Board of Supervisors to adopt and post a pension funding policy annually beginning on or before July 1, 2019. Beginning on or before July 1, 2019, each governing body of an employer shall annually: Adopt a pension funding policy for the system for employees who were hired before July 1, 2017. The pension funding policy shall include funding objectives that address at least the following: How to maintain the stability of the governing body's contributions to the system. How and when the governing body's funding requirements of the system will be met. Defining the governing body's funded ratio target under the system and the timeline for reaching the targeted funded ratio. Formally accept the employer's share of the assets and liabilities under the system based on the system's actuarial valuation report. The governing body shall post the pension funding policy on the governing body's website. The policy was presented to the Board as a work session item on June 4, 2018, for the Board's review. The policy was adopted by the Board on June 19, 2019. Staff is requesting the Board adopt the revised policy that

updates the assets and liabilities based on the actuarial report as of June 30, 2020.

Evaluation

A.R.S. §38-863.01 requires the Board of Supervisors to adopt and post a pension funding policy annually beginning on or before July 1, 2021.

Conclusion

A.R.S. §38-863.01 requires the Board of Supervisors to adopt and post a pension funding policy annually beginning on or before July 1, 2021.

Recommendation

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

Suggested Motion

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

Attachments

ARS 38-863.01

BOS-FIN-116 Original Policy

BOS-FIN-116 Revised Policy

38-863.01. Pension funding policies; employers

A. Beginning on or before July 1, 2019, each governing body of an employer shall annually:

1. Adopt a pension funding policy for the system for employees who were hired before July 1, 2017. The pension funding policy shall include funding objectives that address at least the following:

(a) How to maintain stability of the governing body's contributions to the system.

(b) How and when the governing body's funding requirements of the system will be met.

(c) Defining the governing body's funded ratio target under the system and the timeline for reaching the targeted funded ratio.

2. Formally accept the employer's share of the assets and liabilities under the system based on the system's actuarial valuation report.

B. The governing body shall post the pension funding policy on the governing body's public website.

| | | |
|--|---|---------------|
| Gila County Policy - Finance Public Safety Pension Retirement System Pension Funding Policy | Policy Number: BOS-FIN-116 | Page |
| | Replaces: | |
| | Adopted: 06-18-2019 Revised: | 1 of 2 |

1. PURPOSE

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

2. DEFINITIONS

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

3. PROCEDURES

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

| Trust Fund | Assets | Accrued Liability | Unfunded Actuarial Accrued Liability | Funded Ratio |
|-------------------|---------------------|--------------------------|---|---------------------------------|
| Sheriff's Office | \$7,183,052 | \$19,707,313 | \$12,524,261 | 36.4% |
| Totals | Sum of Above | Sum of Above | Sum of Above | Assets/Accrued Liability |

| | | |
|--|---|---------------|
| Gila County Policy - Finance Public Safety Pension Retirement System Pension Funding Policy | Policy Number: BOS-FIN-116 | Page |
| | Replaces: Adopted: 06-18-2019 Revised: | 2 of 2 |

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

The plan to achieve this goal requires full ARC payments (normal cost and UAAL amortization) from operating funds over the entire amortization period of 20 years*. The estimated ARC for FY19 is \$1,259,845.

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

SIGNATURE:


CHAIRMAN, BOARD OF SUPERVISORS

6/18/19
DATE

| | | |
|---|--|----------------------------------|
| Gila County Policy - Finance Public Safety Personnel Retirement System Funding | Policy Number: BOS-FIN-116 | Page 1 of 2 |
| | Replaces: Adopted: 06-18-2019 Revised: 05-18-2021 | |

1512

1. PURPOSE

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

2. DEFINITIONS

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

3. COUNTY SHARE OF ASSETS AND LIABILITIES

The Board formally accepts the assets, liabilities, and current funding ratio of the County's Public Safety Personnel Retirement System (PSPRS) trust funds as reported by PSPRS, the plan administrator from their June 30, 2020 actuarial valuation, and the additional funding through bond proceeds to the unfunded liabilities which are detailed below.

| Trust Fund | Assets | Accrued Liability | Unfunded Actuarial Accrued Liability | Funded Ratio |
|------------------|--------------|-------------------|--------------------------------------|--------------|
| Sheriff's Office | \$22,065,863 | \$22,396,443 | (\$330,580) | 98.52% |
| Adult Detention | \$8,325,214 | \$8,255,634 | \$69,580 | 100.84% |
| Dispatchers | \$2,340,987 | \$2,336,129 | \$4,858 | 100.21% |

| | | |
|---|--|---------------|
| Gila County Policy - Finance Public Safety Personnel Retirement System Funding | Policy Number: BOS-FIN-116 | Page |
| | Replaces: Adopted: 06-18-2019 Revised: 05-18-2021 | 2 of 2 |

Consistent with the PSPRS Actuarial Funding Policy, the Board's PSPRS funding ratio is to maintain to the greatest extent possible the goal of 100% (fully funded).

The plan to achieve this goal requires full ARC payments (normal cost and UAAL amortization) from operating funds annually. The estimated ARC for FY22 is \$232,189.27, and the Unfunded Actuarial Accrued Liability is \$330,580.

**Note: Board Policy FIN-118 Contingency Reserve Policy was developed to provide a reserve to offset market volatility and negative actuarial assumptions.*

SIGNATURE:

CHAIRMAN, BOARD OF SUPERVISORS

DATE

ARF-6620

Regular Agenda Item 3. L.

Regular BOS Meeting

Meeting Date: 05/18/2021

Submitted For: Mary Springer, Finance Director

Submitted By: Mary Springer, Finance Director

Department: Finance

Information

Request/Subject

Request the Board adopt Resolution No. 21-05-04 designating Mary Jane Springer, Finance Director, as the Chief Fiscal Officer (CFO) for Gila County.

Background Information

As required by Arizona Revised Statutes (A.R.S.) § 41-1279.07(E), annually by July 31 each county, city, town, and community college district must provide the Auditor General the name of the chief fiscal officer (CFO) the governing board designates to submit the current fiscal year's Annual Expenditure Limitation Report (AELR) and certify to the accuracy of the report.

Evaluation

As required by A.R.S. § 41-1279.07(E), annually by July 31 each county, city, town, and community college district must provide the Auditor General the name of the chief fiscal officer (CFO) the governing board designates to submit the current fiscal year's Annual Expenditure Limitation Report (AELR) and certify to the accuracy of the report.

Conclusion

As required by Arizona Revised Statutes §41-1279.07(E), annually by July 31 each county, city, town, and community college district must provide the Auditor General the name of the chief fiscal officer (CFO) the governing board designates to submit the current fiscal year's Annual Expenditure Limitation Report (AELR) and certify to the accuracy of the report.

Recommendation

Staff recommends adopting Resolution No. 21-05-04 designating Mary Jane Springer as CFO for Gila County.

Suggested Motion

Information/Discussion/Action to adopt Resolution No. 21-05-04 appointing Mary Jane Springer, Finance Director, as the Chief Fiscal Officer for Gila County as required by Arizona Revised Statutes § 41-1279.07(E). **(Mary Springer)**

Attachments

Resolution 21-05-04

ARS 41-1279.07



RESOLUTION NO. 21-05-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA DESIGNATING MARY JANE SPRINGER, GILA COUNTY FINANCE DIRECTOR, AS THE CHIEF FISCAL OFFICER OF GILA COUNTY FOR THE PURPOSE OF SUBMITTING THE ANNUAL EXPENDITURE LIMITATION REPORT TO THE ARIZONA AUDITOR GENERAL'S OFFICE.

WHEREAS, Arizona Revised Statute (A.R.S.) § 41-1279.07 (E) requires each county, city, town, or community college district to annually provide to the Auditor General by July 31 the name of the Chief Fiscal Officer of the governing body who has been designated to officially submit the current year's annual expenditure limit report on the governing body's behalf; and,

WHEREAS, the Gila County Board of Supervisors believes the appointment of the Gila County Finance Director is the most prudent choice for this appointment;

NOW, THEREFORE, BE IT RESOLVED, by the Gila County Board of Supervisors that Mary Jane Springer, Gila County Finance Director, is hereby designated as the Chief Fiscal Officer for Gila County for the purpose of submitting the annual expenditure limitation report to the Arizona Auditor General's Office.

PASSED AND ADOPTED this 18th day of May 2021, at Globe, Gila County, Arizona.

GILA COUNTY BOARD OF SUPERVISORS

Tim R. Humphrey, Chairman

Attest:

Marian Sheppard, Clerk of the Board

Approved as to form:

The Gila County Attorney's Office

41-1279.07. Uniform expenditure reporting system; reports by counties, community college districts, cities and towns; certification and attestation; assistance by auditor general; attorney general investigation; violation; classification

A. The auditor general shall prescribe a uniform expenditure reporting system for all political subdivisions subject to the constitutional expenditure limitations prescribed by article IX, sections 20 and 21, Constitution of Arizona. The system shall include:

1. For counties:

(a) An annual expenditure limitation report that includes at least the following information:

(i) The expenditure limitation established for the reporting fiscal year by the economic estimates commission.

(ii) Total expenditures, by fund, for the reporting fiscal year.

(iii) Total exclusions from local revenues, as defined by article IX, section 20, Constitution of Arizona, by fund, for the reporting fiscal year.

(iv) Total amounts, by fund, of expenditures subject to the expenditure limitation for the reporting fiscal year.

(b) Annual financial statements prepared in accordance with generally accepted accounting principles.

(c) A reconciliation of the total expenditures reported within the financial statements to the total expenditures stated within the expenditure limitation report.

2. For community college districts:

(a) An annual budgeted expenditure limitation report that includes at least the following information:

(i) The expenditure limitation established for the reporting fiscal year by the economic estimates commission.

(ii) Total budgeted expenditures, by fund, for the reporting fiscal year.

(iii) Total exclusions from local revenues, as defined by article IX, section 21, Constitution of Arizona, by fund, for the reporting fiscal year.

(iv) Total amounts, by fund, of budgeted expenditures subject to the expenditure limitation for the reporting fiscal year.

(b) Annual financial statements prepared in accordance with generally accepted accounting principles.

(c) A reconciliation of the total expenditures reported within the financial statements to the total expenditures reported within the expenditure limitation report.

3. For cities and towns:

(a) An annual expenditure limitation report that includes at least the following information:

(i) The expenditure limitation established for the reporting fiscal year by the economic estimates commission and, if applicable, the voter approved alternative expenditure limitation.

(ii) Total expenditures, by fund, for the reporting fiscal year.

(iii) Total exclusions from local revenues, as defined by article IX, section 20, Constitution of Arizona, by fund, for the reporting fiscal year or, if applicable, the total exclusions from the voter approved alternative expenditure limitation.

(iv) Total amounts, by fund, of expenditures subject to the expenditure limitation for the reporting fiscal year.

(b) Financial statements prepared in accordance with generally accepted accounting principles.

(c) A reconciliation of the total expenditures reported within the financial statements to the total expenditures reported within the expenditure limitation report.

B. The auditor general shall provide detailed instructions for completion and submission of the reports described in subsection A of this section. The auditor general shall prescribe definitions for terms used in and the form of the reports described in subsection A of this section. The reports described in subsection A of this section are required of counties and community college districts beginning with fiscal year 1981-1982. The reports described in subsection A of this section are required of cities and towns beginning with the fiscal year the political subdivision is subject to the expenditure limitation. The annual reporting requirements also apply to political subdivisions subject to an alternative expenditure limitation enacted pursuant to article IX, section 20, subsection (9), Constitution of Arizona.

C. The reports described in subsection A of this section must be filed with the auditor general within nine months after the close of each fiscal year.

D. The auditor general or a certified public accountant performing the annual audit required pursuant to sections 41-1279.21 and 9-481 shall attest to the expenditure limitation reports and financial statements for counties, community college districts and cities. The certified public accountant performing the annual or biennial audit required pursuant to section 9-481 shall attest to the expenditure limitation reports and financial statements for towns.

E. The governing body of each political subdivision shall provide to the auditor general by July 31 each year the name of the chief fiscal officer designated by the governing body of the political subdivision to officially submit the current fiscal year's expenditure limitation report on behalf of the governing body. The governing body of the political subdivision shall notify the auditor general of any changes of individuals designated to file the required reports. The designated chief fiscal officer shall certify to the accuracy of the annual expenditure limitation report.

F. The auditor general shall prescribe forms for the uniform reporting system and may provide assistance to individuals, certified public accountants or public accountants responsible for attesting to the expenditure limitation reports and financial statements.

G. Each political subdivision, subject to the expenditure limitations prescribed by article IX, sections 20 and 21, Constitution of Arizona, shall comply with the uniform expenditure reporting system, instructions and forms prescribed by the auditor general. The auditor general may notify the committee

and the attorney general if any political subdivision does not comply with the uniform expenditure reporting system, instructions or forms prescribed by the auditor general. The attorney general may file a petition for special action in any court of competent jurisdiction to compel any political subdivision to comply with this section. The attorney general may apply for injunctive relief in any court of competent jurisdiction to enjoin any political subdivision from violating this section. Injunctive and special action proceedings are in addition to all other penalties and other remedies prescribed by law.

H. A chief fiscal officer, designated pursuant to subsection E of this section, who subsequent to July 1, 1983 refuses to file the reports required by this section within the prescribed time periods or who intentionally files erroneous reports is guilty of a class 1 misdemeanor. A city or town exceeding the expenditure limitation prescribed or authorized pursuant to article IX, section 20, Constitution of Arizona, for any fiscal year, without authorization pursuant to such section, shall have the amount specified in subsection I of this section of its allocations of the state income tax, distributed pursuant to section 43-206, withheld and redistributed to other cities and towns in the same manner as determined pursuant to that section, except that the population of the city or town exceeding the expenditure limitation shall not be included in the computation, and the city or town exceeding the expenditure limitation shall not be entitled to share in the redistribution. A community college district exceeding the expenditure limitation prescribed pursuant to article IX, section 21, Constitution of Arizona, for any fiscal year, without authorization pursuant to such section or section 15-1471, shall have the amount specified in subsection I of this section of its allocations of state aid, distributed pursuant to section 15-1466, withheld.

I. The auditor general shall hold a hearing to determine if any political subdivision has exceeded the expenditure limitations prescribed pursuant to article IX, sections 20 and 21, Constitution of Arizona. If a county has exceeded the expenditure limitations prescribed pursuant to article IX, section 20, Constitution of Arizona, without authorization pursuant to that section, the auditor general shall notify the board of supervisors of the county to reduce the allowable levy of primary property taxes of the county pursuant to section 42-17051, subsection C. If any political subdivision other than a county has exceeded the expenditure limitations prescribed pursuant to article IX, sections 20 and 21, Constitution of Arizona, without authorization, the auditor general shall notify the state treasurer to withhold a portion of the political subdivision's allocations of the revenues described in subsection H of this section for the fiscal year subsequent to the auditor general's hearing as follows:

1. If the excess expenditures are less than five percent of the limitation, an amount equal to the excess expenditures.
2. If the excess expenditures are equal to or greater than five percent but less than ten percent of the limitation, or are less than five percent of the limitation but it is at least the second consecutive instance of excess expenditures, an amount equal to triple the excess expenditures.
3. If the excess expenditures are equal to or greater than ten percent of the limitation, an amount equal to five times the excess expenditures or one-third of the allocation of the revenues described in subsection H of this section, whichever is less.

J. A county, city or town is not deemed to have exceeded the expenditure limitation if the county, city or town makes expenditures for capital improvements from utility revenues pursuant to title 9, chapter 5, article 3 or from excise taxes levied by the county, city or town for a specific purpose and the county,

city or town repays the expenditure from the proceeds of bonds or other lawful long-term obligations before the hearing required by subsection I of this section.

ARF-6605

Regular Agenda Item 3. M.

Regular BOS Meeting

Meeting Date: 05/18/2021

Submitted For: Marian Sheppard, Clerk of the Board

Submitted By: Melissa Henderson, Deputy Clerk

Department: Clerk of the Board of Supervisors

Information

Request/Subject

Sealed bid for the purchase of Assessor's parcel number 101-07-123.

Background Information

On November 21, 2014, the Gila County Treasurer deeded parcel number 101-07-123 to the State of Arizona c/o Board of Supervisors because the previous owner did not pay taxes on the subject property for 7 consecutive years. This parcel did not sell at the August 4, 2015 Board of Supervisors' auction; therefore, it was added to a list of properties that can be purchased year-round through the Clerk of the Board.

This property has is a small vacant lot and is located at 255 E. Plaza Avenue in Hayden. The total lien amount on this parcel is \$865.62.

Evaluation

On April 28, 2021, Glen Woodland submitted a sealed bid to the Clerk of the Board for the Board of Supervisors to consider selling parcel number 101-07-123 for less than the lien amount. Mr. Woodland owns an adjoining parcel and if his bid is accepted, he plans on building a communal garden.

Gila County Resolution No. 15-05-05 states, "*WHEREAS, the Board of Supervisors may waive the requirement to sell the property for no less than the total lien amount if a condition warrants selling a parcel at a lesser price.*"

Conclusion

It would be advantageous for the Board of Supervisors to consider a bid that is less than the lien amount; whereby, if this property is sold, it will go back on the County's tax rolls.

Recommendation

It is recommended that the Board of Supervisors consider the bid for the purchase of the aforementioned parcel.

Suggested Motion

Information/Discussion/Action to consider a sealed bid for the purchase of Assessor's tax parcel number 101-07-123 and, if accepted, authorize the Chairman's signature on the Quit Claim Deed. **(Marian Sheppard)**

Attachments

101-07-123 Information

101-07-123 Map

WHEN RECORDED RETURN TO:
GILA COUNTY TREAS.



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

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, on the **9 th / 16 th** day of **April, 2014** notice according to law was published in the **ARIZONA SILVER BELT**, a newspaper of general circulation in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the grantee named herein, and that unless the tax lien is redeemed before the **28 th** day of **July, 2014**, a Treasurer's Deed will issue to the said grantee, and

WHEREAS, said property tax lien not having been redeemed from such sale, I therefore, pursuant to said notice and in conformity with law have conveyed, and do hereby foreclose the right to redeem and convey, unto said **STATE OF ARIZONA**, the following described premises situated in the County of Gila, State of Arizona, to-wit:

PARCEL NUMBER : **101 07 123** ACCOUNT NUMBER: **R000955**

DESCRIBED AS : **Lot 12, Block 21 in Hayden Twns, Plat 170**

IN WITNESS WHEREOF, I, **Debora Savage**, Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this **21 st** day of **November, 2014**.

Debora Savage

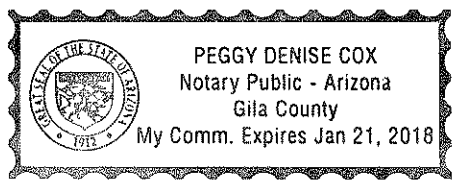
Treasurer of Gila County

STATE OF ARIZONA
COUNTY OF GILA

This instrument was acknowledged before me this **21 st** day of **November, 2014** by **Debora Savage** as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that she executed the same for the purpose and consideration therein expressed.

Peggy Denise Cox

Notary Public
My Commission Expires: *1 - 21 - 2018*



Gila County Property Report
Tuesday, January 13, 2015

Ad by DownSave | Close

Sterling Silver Marci Sisters
Message Ring

Tressa Collection Sterling Silver
Peace Sign Ring

Ad by DownSave | Close

Account # : R000000240 **Parcel # :** 101-07-123 **Appraisal Year :** 2015
Acct Type : Vacant **Tax District :** 4160 **Map # :** 07 **Parcel Size :** 0.08 acres

Owner Name and Address :

Property Location :

STATE OF ARIZONA
C/O GILA COUNTY BOARD OF SUPERVISORS
1400 E ASH ST
GLOBE AZ 85501

| | |
|----------------------|----------|
| 255 E PLAZA AVE | No # |
| HAYDEN AZ 85135-0000 | MH Space |

Business/Complex :

Property Sales History

| Sale Date | Doc Date | Book | Page | Type | Amount | Grantor | Grantee |
|------------|------------|------|------|------|--------|----------------|------------------|
| 11/21/2014 | 11/21/2014 | - | - | TRD | \$0.00 | CORDOVA YSABEL | STATE OF ARIZONA |

Legal Description :

LOT 12 BLK 21 OF HAYDEN TOWNSITE, PLAT 170 NE4 SW4 SEC 11 T5S R15E = 0.08 AC

Building Count :

No Records Returned

Valuation:

| | | | | | |
|--------------------------|---------|-------------------------------|------------|----------------------|------------------------------|
| Value Method: | Market | Full Cash Value (FCV): | \$1,602.00 | Use Code: | 0001 |
| | | Limited Value (LPV): | \$1,602.00 | Property Use: | 0001-VL-UNDET-URB-SUBDIVIDED |
| Assessment Ratio: | 16.00 % | Assessed FCV: | \$256.00 | | |
| | | Assessed LPV: | \$0.00 | | |

Disclaimer:

The Assessor's Office has compiled information on this website that it uses to identify, classify, and value real and personal property. This website is not updated in 'real time.' The Assessor does not guarantee that any information provided on this website is accurate, complete, or current. The information provided on this site is not equivalent of a title report or a real estate survey. Users should independently research, investigate, and verify all information before relying on it or in the preparation of legal documents. Please contact (928) 402-8714 if you believe any information is incomplete, out of date, or incorrect so that the appropriate correction can be addressed. Please note that a statutory process is available to correct errors pursuant to Arizona Revised Statutes 42-16254

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

TREASURER'S OFFICE

Gila County, Arizona

April 4, 2014

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

Cordova Ysabel

and situated in Gila County, Arizona:

PARCEL # 101 07 123 ACCOUNT # R000955

Legal Description: Lot 12, Block 21 in Hayden Twns, Plat 170

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

for taxes, interest and penalties and charges amounting to

\$ 815.62

as represented in Tax Sale Certificate No. **09-031981**

If redemption according to law be not made before the **28 th day of July, 2014** .

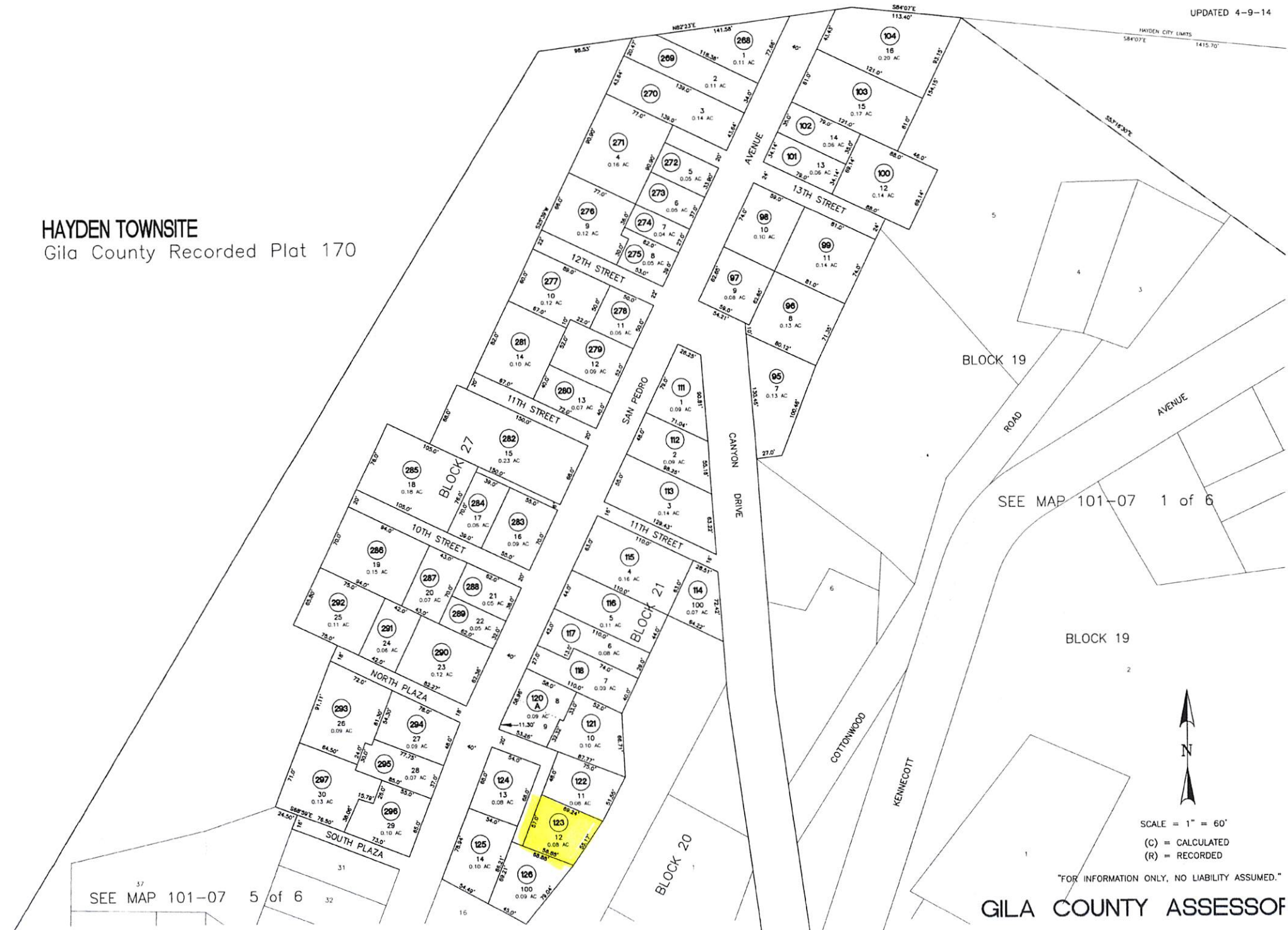
I will convey said premises unless the property is redeemed before the stated date a treasurer's deed will be executed and delivered to the county board of supervisors acting on behalf of this state.

\$ 815.62
+ 50.00 Clerk's fee

\$ 865.62

Debora Savage
Treasurer of Gila County, Arizona

HAYDEN TOWNSITE
Gila County Recorded Plat 170



SEE MAP 101-07 1 of 6

SEE MAP 101-07 5 of 6


 SCALE = 1" = 60'
 (C) = CALCULATED
 (R) = RECORDED

"FOR INFORMATION ONLY, NO LIABILITY ASSUMED."

GILA COUNTY ASSESSOR

ARF-6589

Consent Agenda Item 4. A.

Regular BOS Meeting

Meeting Date: 05/18/2021

Submitted For: Mary Springer, Finance Director

Submitted By: Mary Springer, Finance Director

Department: Finance

Fiscal Year: FY21-22

Budgeted?: Yes

Contract Dates 07-01-2021 -

Grant?: No

Begin & End: 06-30-2022

Matching No

Fund?: Renewal

Requirement?:

Information

Request/Subject

Amendment No. 2 to Intergovernmental Agreement (IGA) No. 060119 with the Town of Star Valley to provide common administration for the Town of Star Valley Municipal and Payson Regional Justice Courts.

Background Information

On July 23, 2019, the Board of Supervisors approved Intergovernmental Agreement (IGA) No. 060119 for limited jurisdiction court administration with the Town of Star Valley.

On October 1, 2019, the Board approved Amendment No.1 to IGA No. 060119 which corrected an error in the calculation of the past due balance and it states that the IGA supersedes any prior agreements.

Amendment No. 2 to IGA No. 060119 seeks to continue the consolidated administration and operation of the limited jurisdiction court. IGA No. 06012019 Amendment No. 2 was reviewed and approved by Judge Timothy Wright and approved by the Town of Star Valley.

Evaluation

Amendment No. 2 to the IGA extends the agreement to June 30, 2022. Continuation of the IGA is in the best interests of the Town of Star Valley and the County.

Conclusion

Continuation of the IGA is in the best interests of the Town of Star Valley and the County.

Recommendation

Staff recommends approval of Amendment No. 2 to IGA No. 060119 as presented for consolidated administration and operation of limited jurisdiction courts.

Suggested Motion

Approval of Amendment No. 2 to Intergovernmental Agreement (IGA) No. 060119 with the Town of Star Valley for Consolidated Administration and Operation of Limited Jurisdiction Courts to extend the term of the IGA to June 30, 2022.

Attachments

IGA 06012019 Amendment 2

IGA 06012019 Amendment 1

Intergovernmental Agreement No. 06012019

**AMENDMENT NO. 2 TO INTERGOVERNMENTAL AGREEMENT NO. 060119
BETWEEN
GILA COUNTY
AND
THE TOWN OF STAR VALLEY**

RECITALS

WHEREAS, the parties have entered into Intergovernmental Agreement No. 060119 dated October 1, 2019 (the "Agreement"), which provides for consolidated administration and operation of Limited Jurisdiction Courts; and

WHEREAS, the Agreement expires on June 30, 2021 and the parties chose to exercise the option to renew for one additional year period.

WHEREAS, the agreement states "In February of each year of this Agreement during the Initial Term and any Extended Term, the County will review and provide notice to the Town of the annual fee to be charged to the Town for the next year beginning July 1 of such year".

NOW, THEREFORE, in consideration of the mutual promises contained in this Amendment 2 and of the mutual benefits to result therefrom, the Agreement is hereby amended as follows:

1. Amendment No. 2 The term of the Agreement is hereby extended to expire on June 30, 2022.
2. Compensation
 - a. As full and completed compensation for services provided pursuant to this Amendment 2, the Town shall pay the County a fee at a rate of \$845.51 per month for consolidated administration and operation of Limited Jurisdiction Court.

| Description | Annual Cost |
|---|---------------------|
| Facility Cost | \$ 634.40 |
| Utilities/Security | \$ 666.90 |
| Operational Expenses | \$ 535.92 |
| Personnel (excluding judges salaries and ERE's) | \$ 8,308.90 |
| Total FY21-22 Annual Fee | \$ 10,146.11 |
| Monthly Fee | \$ 845.51 |

3. All other terms, conditions and provisions of the Agreement shall remain the same and apply during the renewal period.

IN WITNESS THEREOF, the parties to this Intergovernmental Agreement No. 060119, have caused their names to be affixed hereto by their proper offices on the date indicated above.

GILA COUNTY BOARD OF SUPERVISORS

TOWN OF STAR VALLEY

Tim Humphrey, Chairman of the Board

Gary Coon, Mayor

ATTEST

ATTEST

Marian Sheppard, Clerk of the Board

Edie Chapin, Town Clerk

APPROVED AS TO FORM

APPROVED AS TO FORM

Timothy W. Grier, Town Attorney

The Gila County Attorney's Office

APPROVED AS TO FORM AND SUBSTANCE:

Honorable Timothy Wright, Presiding Judge

Gila County Superior Court

Date: 4/20/21

INTERGOVERNMENTAL AGREEMENT NO. 060119

Amendment #1

By and between

TOWN OF STAR VALLEY and GILA COUNTY

**CONSOLIDATED ADMINISTRATION AND OPERATION
OF LIMITED JURISDICTION COURTS**

THIS INTERGOVERNMENTAL AGREEMENT ("**Agreement**") is made and entered into effective this 1st day of October, 2019, by and between Gila County, a political subdivision of the State of Arizona, hereinafter referred to as "County," and the Town of Star Valley, a municipal corporation of the State of Arizona, hereinafter referred to as "Town," witnesses as follows:

RECITALS

WHEREAS, Arizona law, at A.R.S. §11-951, et seq., authorizes the various political subdivisions of the State to enter into agreements for the purpose of providing for the joint exercise of their respective governmental powers for the public benefit; and

WHEREAS, the Town staffs and operates a limited jurisdiction, non-record Court, to wit: Star Valley Municipal Court (hereinafter "Municipal Court"); and

WHEREAS, County staffs and operates a limited jurisdiction non-record Court, to wit: Payson Regional Justice Court (hereinafter "Justice Court"); and

WHEREAS, it is the intent and desire of the parties hereto to provide for the common administration and operation of the Municipal Court and the Justice Court (hereinafter collectively "the Courts") to the greatest extent possible under the laws of the State of Arizona; and

WHEREAS, A.R.S. §11-952(J) specifically provides that public agencies may enter into intergovernmental agreements with the superior court, justice court, and magistrate court concerning related services and facilities for a term not to exceed ten years, with the approval of any such agreement by the Presiding Judge of the Superior Court in the county in which the court or courts providing the services or facilities are located; and

WHEREAS, the parties entered into similar agreements and amendments dated January 1, 2009, and July 1, 2013 (collectively the "Prior Agreements"); and

WHEREAS, Article 6, Section 31 of the Constitution of Arizona was amended to permit non-lawyers to serve as pro tempore Justices of the Peace; and

WHEREAS, the parties wish to simplify and clarify their relationships concerning the operation of the Municipal Court, the Justice Court, and the positions of pro tempore judicial officers of each.

NOW, THEREFORE, in consideration of the mutual promises and obligations set forth, the parties hereinabove identified agree as follows:

1. TERM.

- A. This Agreement replaces and supersedes the Prior Agreements.
- B. The initial term of this Agreement shall be for two (2) years from July 1, 2019 to June 30, 2021 (the "Initial Term"), unless sooner terminated by either party hereto pursuant to the provisions hereof.
- C. At the end of the Initial Term, and any subsequent terms, this Agreement may be extended for additional one (1) year terms ("Extended Term"), unless sooner terminated pursuant to the provisions hereof.
- D. Either party may terminate this Agreement at any time with or without cause, upon ninety (90) days written notice to the other party. The parties shall cooperate to ensure a smooth transition so the operations of their respective courts are not disrupted.

2. COUNTY TO ADMINISTER AND OPERATE THE COURTS.

- A. County shall provide for the administration and operation of the Courts and shall, pursuant to the terms hereof, employ and supervise all non-judicial personnel necessary or expedient for the efficient and effective operation of the Courts.
- B. County, in discharge of the responsibilities provided for in subsection (A) of this Section 2, shall provide such personnel, administration, supervision, budgeting resources, furniture, fixtures, and office equipment as County, in the discretion and judgment of its County Manager, deems appropriate.
- C. The Chief Magistrate of the Municipal Court, as appointed from time to time by the Town Council of the Town, may also serve ex officio as Pro Tempore Justice of the Peace.
- D. The Justice of the Peace as elected every four years may also serve ex officio as Pro Tempore Town Magistrate.
- E. The Justice of the Peace shall also serve as the Presiding Judge of the Courts and, in such capacity, shall be responsible for the hiring, promotion, demotion, discipline, and discharge of the non-judicial personnel; the presentation of an annual operating budget; the choice, acquisition, and replacement of necessary furnishings including, but not limited to, furniture and office equipment; and such other administrative

responsibilities as may be necessary or desirable for the effective function of the Courts. Said Justice of the Peace shall not exercise or attempt to exercise supervisory or administrative control over the conduct or caseload of the Town Magistrate. The Payson Regional Justice Court will process Star Valley Magistrate cases as is currently being done, and provide a hearing room or courtroom availability for hearings and trials. No separate office or work space will be provided for the magistrate. All scheduling will be completed by the Payson Regional Justice Court staff, according to the Justice of the Peace's direction.

- F. The Star Valley Magistrate shall prepare and be responsible for all required monthly, quarterly, yearly, and other reports to the Administrative Office of the Courts (AOC), the Town Council, the Gila County Board of Supervisors, and any other necessary entity. Further, the Star Valley Magistrate shall prepare, process, and be responsible for all financial reports required and shall process all Fines/Fees and Restitution Enforcement (FARE) and TIPS funds for that Court. No justice court employees shall be used to prepare, process, or be responsible for any of the above financial data; however, receipting of finalized FARE and TIPS funds may be processed by justice court clerks.

3. TOWN TO PROVIDE FUNDING.

- A. The Town of Star Valley shall pay a fee of \$12,392.43 for the first-year of this Agreement (July 1, 2019 through June 30, 2020) payable in twelve monthly installments of \$1,032.70 each on the first of each month.
- B. In February of each year of this Agreement during the Initial Term and any Extended Term, the County will review and provide notice to the Town of the annual fee to be charged to the Town for the next year beginning July 1 of such year, according to the following formula:
 - (1) The annual fee will be calculated on the actual cost of the following factors and paid in twelve (12) monthly increments:
 - a. County support staff directly attributable to the administration and operation of the Court – 2% of non-judicial personnel costs
 - b. Square footage attributable to County facilities utilized by the Court – 2% of the actual square footage cost to the County.
 - c. Operating supplies and utilities attributable to the operation and use by the Court – 2% of the actual cost of the operating supplies and utilities
 - (2) Payments are due by the 15th of each month for the preceding month.

4. PAYMENT OF ARREARAGE.

- A. In addition to the monthly fees due hereunder, the Town shall pay the past due amount for the period May 2016 through June 2019 of \$38,209.90.

5. NON-PAYMENT

- A. In the event the payment for current charges becomes past due by thirty (30) days the Town Manager and County Manager will be notified in writing requesting immediate payment. If payment is not received within seven (7) days after notification a notice to terminate the Agreement will be issued and the following options will be mutually determined by the Town and the County.

- (1) Option 1 – County will incorporate all Magistrate filings into the Justice Court and will bear all the costs of operations and receive the revenue.
- (2) Option 2 – The Town will relocate the Magistrate Court and will assume all costs to relocate and operate the Court. The Town and County will mutually agree on the date of dissolution.

6. THE COURTS TO MAINTAIN SEPARATE IDENTITIES.

- A. Notwithstanding the provisions of this Agreement, each of the Courts shall, at all times, retain its separate legal identity. The cases filed in each such Court shall be separately docketed and the revenues of each such Court, whether in the form of filing fees, fines, or any other source of revenue whatsoever, shall be separately accounted for and credited. The revenues of the Justice Court shall be and remain County revenues; the revenues of the Municipal Court shall be and remain Town revenues.
- B. The County and Town agree that each shall be responsible for the action of its own officers, employees, agents, and representatives, and each agrees to hold harmless and indemnify the other from any and all claims, suits, demands, actions, proceedings, loss, cost, and damages of every kind and description including, but not limited to, reasonable attorneys' fees and/or litigation expenses arising out of the actions of its own officers, employees, agents, and representatives in connection with or incidental to the performance of this Agreement.
- C. Any costs incurred for Indigent Defense for any Star Valley Magistrate Court case will be borne by the Town.
- D. Arizona Administrative Office of the Courts will invoice fees for ACAP equipment twice annually for the equipment used by the Magistrate Court. The Magistrate Court is solely responsible to pay all ACAP fees associated with equipment assigned to the Magistrate Court.

7. APPROVAL OF PRESIDING JUDGE REQUIRED.

Notwithstanding any of the provisions of this Agreement, this Agreement shall be of no force and effect until and unless approved by the Presiding Judge of the Superior Court in and for the County of Gila.

8. FACILITIES.

The Courts shall be located in a building provided by the County.

9. COMPLIANCE WITH LAWS.

The Parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, and without limitation to those designated within this Agreement. Any changes in the governing laws, rules and regulations during the term of this Agreement shall apply and do not require an amendment.

10. CANCELLATION FOR CONFLICT OF INTEREST.

This Agreement is subject to cancellation for conflict of interest as provided in A.R.S. § 38-511, which is hereby fully incorporated herein by this reference as if the same is fully set forth in this Agreement.

11. IMMIGRATION LAW 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 this Agreement, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the e-verify program. A breach of this warranty shall be deemed a material breach of this Agreement subject to penalties up to and including termination of this Agreement. Each party retains the legal right to inspect the papers of the other party and its subcontractors engaged in performance of this Agreement to ensure that the other party and its subcontractors are complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the Parties may modify this paragraph consistent with state law.

12. GOVERNING LAW.

This Agreement shall in all respects be governed by the laws of the State of Arizona without reference to its principles of conflicts of laws.

13. JURISDICTION.

If any applicable arbitration fails, the parties agree that all disputes and litigation regarding this Agreement and matters connected with its performance shall be subject to the exclusive jurisdiction of the courts of the State of Arizona or of the Federal courts sitting therein.

14. AMENDMENTS; INTEGRATION.

This Agreement constitutes the entire agreement of the parties leading to the subject matter hereof. No amendment or modification of the terms hereof shall be of any force and effect unless approved by the Gila County Board of Supervisors, the Star Valley Town Council, legal counsel for both such Board of Supervisors and Town Council, and the Presiding Judge of the Superior Court of the State of Arizona in and for the County of Gila, and reduced to writing.

IN WITNESS WHEREOF, the parties hereto have set forth their hands through representatives duly so authorized, the day and date first above written.

TOWN OF STAR VALLEY




Mayor

GILA COUNTY




, Chairman
Gila County Board of Supervisors

ATTEST:




, Town Clerk
Date: 8/19/19

ATTEST:




Marian Sheppard, Clerk of the Board
Date: 10-1-19

APPROVED AS TO FORM:




, Attorney for the Town of Star Valley
Date: 8-19-19

APPROVED AS TO FORM:



The Gila County Attorney's Office
Date: 10/1/19

APPROVED AS TO FORM AND SUBSTANCE:



, Presiding Judge
Gila County Superior Court
Date: 9/10/19

INTERGOVERNMENTAL AGREEMENT NO. 060119

**By and between
TOWN OF STAR VALLEY and GILA COUNTY**

**CONSOLIDATED ADMINISTRATION AND OPERATION
OF LIMITED JURISDICTION COURTS**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered into effective this 28 day of June, 2019, by and between Gila County, a political subdivision of the State of Arizona, hereinafter referred to as “County,” and the Town of Star Valley, a municipal corporation of the State of Arizona, hereinafter referred to as “Town,” witnesses as follows:

RECITALS

WHEREAS, Arizona law, at A.R.S. §11-951, et seq., authorizes the various political subdivisions of the State to enter into agreements for the purpose of providing for the joint exercise of their respective governmental powers for the public benefit; and

WHEREAS, the Town staffs and operates a limited jurisdiction, non-record Court, to wit: Star Valley Municipal Court (hereinafter “Municipal Court”); and

WHEREAS, County staffs and operates a limited jurisdiction non-record Court, to wit: Payson Regional Justice Court (hereinafter “Justice Court”); and

WHEREAS, it is the intent and desire of the parties hereto to provide for the common administration and operation of the Municipal Court and the Justice Court (hereinafter collectively “the Courts”) to the greatest extent possible under the laws of the State of Arizona; and

WHEREAS, A.R.S. §11-952(J) specifically provides that public agencies may enter into intergovernmental agreements with the superior court, justice court, and magistrate court concerning related services and facilities for a term not to exceed ten years, with the approval of any such agreement by the Presiding Judge of the Superior Court in the county in which the court or courts providing the services or facilities are located; and

WHEREAS, the parties entered into similar agreements and amendments dated January 1, 2009, and July 1, 2013 (collectively the “Prior Agreements”); and

WHEREAS, Article 6, Section 31 of the Constitution of Arizona was amended to permit non-lawyers to serve as pro tempore Justices of the Peace; and

WHEREAS, the parties wish to simplify and clarify their relationships concerning the operation of the Municipal Court, the Justice Court, and the positions of pro tempore judicial officers of each.

NOW, THEREFORE, in consideration of the mutual promises and obligations set forth, the parties hereinabove identified agree as follows:

1. TERM.

- A. This Agreement replaces and supersedes the Prior Agreements.
- B. The initial term of this Agreement shall be for two (2) years from July 1, 2019 to June 30, 2021 (the "Initial Term), unless sooner terminated by either party hereto pursuant to the provisions hereof.
- C. At the end of the Initial Term, and any subsequent terms, this Agreement may be extended for additional one (1) year terms ("Extended Term"), unless sooner terminated pursuant to the provisions hereof.
- D. Either party may terminate this Agreement at any time with or without cause, upon ninety (90) days written notice to the other party. The parties shall cooperate to ensure a smooth transition so the operations of their respective courts are not disrupted.

2. COUNTY TO ADMINISTER AND OPERATE THE COURTS.

- A. County shall provide for the administration and operation of the Courts and shall, pursuant to the terms hereof, employ and supervise all non-judicial personnel necessary or expedient for the efficient and effective operation of the Courts.
- B. County, in discharge of the responsibilities provided for in subsection (A) of this Section 2, shall provide such personnel, administration, supervision, budgeting resources, furniture, fixtures, and office equipment as County, in the discretion and judgment of its County Manager, deems appropriate.
- C. The Chief Magistrate of the Municipal Court, as appointed from time to time by the Town Council of the Town, may also serve ex officio as Pro Tempore Justice of the Peace.
- D. The Justice of the Peace as elected every four years may also serve ex officio as Pro Tempore Town Magistrate.
- E. The Justice of the Peace shall also serve as the Presiding Judge of the Courts and, in such capacity, shall be responsible for the hiring, promotion, demotion, discipline, and discharge of the non-judicial personnel; the presentation of an annual operating budget; the choice, acquisition, and replacement of necessary furnishings including, but not limited to, furniture and office equipment; and such other administrative responsibilities as may be necessary or desirable for the effective function of the Courts. Said Justice of the Peace shall not exercise or attempt to exercise supervisory

or administrative control over the conduct or caseload of the Town Magistrate. The Payson Regional Justice Court will process Star Valley Magistrate cases as is currently being done, and provide a hearing room or courtroom availability for hearings and trials. No separate office or work space will be provided for the magistrate. All scheduling will be completed by the Payson Regional Justice Court staff, according to the Justice of the Peace's direction.

- F. The Star Valley Magistrate shall prepare and be responsible for all required monthly, quarterly, yearly, and other reports to the Administrative Office of the Courts (AOC), the Town Council, the Gila County Board of Supervisors, and any other necessary entity. Further, the Star Valley Magistrate shall prepare, process, and be responsible for all financial reports required and shall process all Fines/Fees and Restitution Enforcement (FARE) and TIPS funds for that Court. No justice court employees shall be used to prepare, process, or be responsible for any of the above financial data; however, receipting of finalized FARE and TIPS funds may be processed by justice court clerks.

3. TOWN TO PROVIDE FUNDING.

- A. The Town of Star Valley shall pay a fee of \$12,392.43 for the first-year of this Agreement (July 1, 2019 through June 30, 2020) payable in twelve monthly installments of \$1,032.70 each on the first of each month.
- B. In February of each year of this Agreement during the Initial Term and any Extended Term, the County will review and provide notice to the Town of the annual fee to be charged to the Town for the next year beginning July 1 of such year, according to the following formula:
 - (1) The annual fee will be calculated on the actual cost of the following factors and paid in twelve (12) monthly increments:
 - a. County support staff directly attributable to the administration and operation of the Court – 2% of non-judicial personnel costs
 - b. Square footage attributable to County facilities utilized by the Court – 2% of the actual square footage cost to the County.
 - c. Operating supplies and utilities attributable to the operation and use by the Court – 2% of the actual cost of the operating supplies and utilities
 - (2) Payments are due by the 15th of each month for the preceding month.

4. PAYMENT OF ARREARAGE.

- A. In addition to the monthly fees due hereunder, the Town shall pay the past due amount under the Prior Agreements of \$105,860.84.

5. NON-PAYMENT

- A. In the event the payment for current charges becomes past due by thirty (30) days the Town Manager and County Manager will be notified in writing requesting immediate payment. If payment is not received within seven (7) days after notification a notice to terminate the Agreement will be issued and the following options will be mutually determined by the Town and the County.
 - (1) Option 1 – County will incorporate all Magistrate filings into the Justice Court and will bear all the costs of operations and receive the revenue.
 - (2) Option 2 – The Town will relocate the Magistrate Court and will assume all costs to relocate and operate the Court. The Town and County will mutually agree on the date of dissolution.

6. THE COURTS TO MAINTAIN SEPARATE IDENTITIES.

- A. Notwithstanding the provisions of this Agreement, each of the Courts shall, at all times, retain its separate legal identity. The cases filed in each such Court shall be separately docketed and the revenues of each such Court, whether in the form of filing fees, fines, or any other source of revenue whatsoever, shall be separately accounted for and credited. The revenues of the Justice Court shall be and remain County revenues; the revenues of the Municipal Court shall be and remain Town revenues.
- B. The County and Town agree that each shall be responsible for the action of its own officers, employees, agents, and representatives, and each agrees to hold harmless and indemnify the other from any and all claims, suits, demands, actions, proceedings, loss, cost, and damages of every kind and description including, but not limited to, reasonable attorneys' fees and/or litigation expenses arising out of the actions of its own officers, employees, agents, and representatives in connection with or incidental to the performance of this Agreement.
- C. Any costs incurred for Indigent Defense for any Star Valley Magistrate Court case will be borne by the Town.
- D. Arizona Administrative Office of the Courts will invoice fees for ACAP equipment twice annually for the equipment used by the Magistrate Court. The Magistrate Court is solely responsible to pay all ACAP fees associated with equipment assigned to the Magistrate Court.

7. APPROVAL OF PRESIDING JUDGE REQUIRED.

Notwithstanding any of the provisions of this Agreement, this Agreement shall be of no force and effect until and unless approved by the Presiding Judge of the Superior Court in and for the County of Gila.

8. FACILITIES.

The Courts shall be located in a building provided by the County.

9. COMPLIANCE WITH LAWS.

The Parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, and without limitation to those designated within this Agreement. Any changes in the governing laws, rules and regulations during the term of this Agreement shall apply and do not require an amendment.

10. CANCELLATION FOR CONFLICT OF INTEREST.

This Agreement is subject to cancellation for conflict of interest as provided in A.R.S. § 38-511, which is hereby fully incorporated herein by this reference as if the same is fully set forth in this Agreement.

11. IMMIGRATION LAW 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 this Agreement, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the e-verify program. A breach of this warranty shall be deemed a material breach of this Agreement subject to penalties up to and including termination of this Agreement. Each party retains the legal right to inspect the papers of the other party and its subcontractors engaged in performance of this Agreement to ensure that the other party and its subcontractors are complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the Parties may modify this paragraph consistent with state law.

12. GOVERNING LAW.

This Agreement shall in all respects be governed by the laws of the State of Arizona without reference to its principles of conflicts of laws.

13. JURISDICTION.

If any applicable arbitration fails, the parties agree that all disputes and litigation regarding this Agreement and matters connected with its performance shall be subject to the exclusive jurisdiction of the courts of the State of Arizona or of the Federal courts sitting therein.

14. AMENDMENTS; INTEGRATION.

This Agreement constitutes the entire agreement of the parties leading to the subject matter hereof. No amendment or modification of the terms hereof shall be of any force and effect unless approved by the Gila County Board of Supervisors, the Star Valley Town Council, legal counsel for both such Board of Supervisors and Town Council, and the Presiding Judge of the Superior Court of the State of Arizona in and for the County of Gila, and reduced to writing.

IN WITNESS WHEREOF, the parties hereto have set forth their hands through representatives duly so authorized, the day and date first above written.

TOWN OF STAR VALLEY

Gary Coon

Mayor

ATTEST:

Eddie Chapin

Town Clerk
Date: 6/28/19

APPROVED AS TO FORM:

[Signature]

, Attorney for the Town of Star Valley
Date: 6/28/19

APPROVED AS TO FORM AND SUBSTANCE:

[Signature]

, Presiding Judge
Gila County Superior Court
Date: 7/9/19

GILA COUNTY

[Signature]

, Chairman
Gila County Board of Supervisors

ATTEST:

Marian Sheppard

Marian Sheppard, Clerk of the Board
Date: 7/23/2019

APPROVED AS TO FORM:

Jefferson A. Dalton, for Charles Stone

The Gila County Attorney's Office
Date: 7/23/2019

ARF-6614

Consent Agenda Item 4. B.

Regular BOS Meeting

Meeting Date: 05/18/2021

Submitted For: Eric Mariscal, Director

Submitted By: Erin Miller, Elections Assistant

Department: Elections

Information

Request/Subject

Appointment of Republican Party Precinct Committeemen in Gila County.

Background Information

Arizona Revised Statute §16-821 (B) states, *"The board of supervisors upon the recommendation of the county chairman, or the recommendation of a committee designated in the bylaws of the county committee for that purpose, shall determine when a vacancy exists in the office of precinct committeeman. If a vacancy exists, the vacancy shall be filled by the board of supervisors from a list of names submitted by the county chairman of the appropriate political party. Only a precinct committeeman elected at the primary election prior to the date of a state or county committee organizing meeting shall be permitted to vote at such meeting. The criteria used to establish when a vacancy exists in the office of precinct committeeman shall be as established in section 38-291."*

Evaluation

There are vacancies for the office of Republican Party Precinct Committeemen in the following precincts: Payson #4 and Payson #5. Gary Morris, Gila County Republican Committee Chairman, has submitted the following individuals to fill those vacancies: Sarah Burkhart - Payson #4 Precinct; Elvia Botello Guerrero - Payson #5 Precinct; and Charles Stanley Bell - Payson #5 Precinct. Per state statute, the Board of Supervisors has the authority to make this appointment. Upon review of the precinct committeemen allotment table, it has been determined that vacancies exist for the Republican Party.

Conclusion

The Board of Supervisors needs to consider the names presented by Gary Morris, Gila County Republican Committee Chairman, to fill Republican Party Precinct Committeemen vacancies for the following precincts: Payson #4 and Payson #5.

Recommendation

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

Suggested Motion

Appointment of the following Republican Party Precinct Committeemen in Gila County: Sarah Burkhart - Payson #4 Precinct; Elvia Botello Guerrero - Payson #5 Precinct; and Charles Stanley Bell - Payson #5 Precinct.

Attachments

Gila County Republican Party Appointments

ARS 16-821

GILA COUNTY REPUBLICAN COMMITTEE

PRECINCT COMMITTEEMAN APPOINTMENT

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

Sarah Burkhardt (Name on Voter Registration) a duly qualified
Republican elector residing at

209 E. Sherwood Dr. Payson AZ 85541
Address City State Zip

Home Phone Work Phone Cell Phone
928-978-5555

Schrister@harding.edu Fax
Email (Required)

As a Republican Precinct Committeeman in Gila County for the

PRECINCT of Payson 4 CODE NUMBER _____

to fill a vacancy in the same Precinct because:

Legal vacancy has not been filled.

____ Resignation/Replacement/Death of _____

RESPECTFULLY SUBMITTED

Gila County Chairman



Date Submitted

9 April 2021

Acceptance of Appointment

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

The generally accepted duties of a Precinct Committeeman shall include:

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

Signed: Sarah Burkhardt Date: 3-27-2021

Voter Identification Number: _____

GILA COUNTY REPUBLICAN COMMITTEE

PRECINCT COMMITTEEMAN APPOINTMENT

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

Elvia Botello Guerrero (Name on Voter Registration) a duly qualified
Republican elector residing at

8178 W. Sepia Rd. Payson AZ 85541
Address City State Zip

Home Phone Work Phone Cell Phone (714) 598-9402

elviaguerrero55@yahoo.com
Email (Required) Fax

As a Republican Precinct Committeeman in Gila County for the

PRECINCT of Payson 5 CODE NUMBER _____

to fill a vacancy in the same Precinct because:

Legal vacancy has not been filled.

____ Resignation/Replacement/Death of _____

RESPECTFULLY SUBMITTED

Gila County Chairman

Date Submitted

Acceptance of Appointment

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

The generally accepted duties of a Precinct Committeeman shall include:

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

Signed: [Signature] Date: 3/27/2021

Voter Identification Number: _____

6

GILA COUNTY REPUBLICAN COMMITTEE

PRECINCT COMMITTEEMAN APPOINTMENT

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

Charles Stanley Bell (Name on Voter Registration) a duly qualified
Republican elector residing at

1208 N Alpine Heights Dr Payson AZ 85541
Address City State Zip

480 246 1713
Home Phone Work Phone Cell Phone

marisolbell7@gmail.com
Email (Required) Fax

As a Republican Precinct Committeeman in Gila County for the

PRECINCT of #5 PAYSON CODE NUMBER 220

to fill a vacancy in the same Precinct because:

Legal vacancy has not been filled.

Resignation/Replacement/Death of: _____

RESPECTFULLY SUBMITTED

[Signature]
Gila County Chairman

9 April 2021
Date Submitted

Acceptance of Appointment

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

The generally accepted duties of a Precinct Committeeman shall include:

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

Signed: Charles Bell Date: 4.7.21

16-821. County committee; vacancy in office of precinct committeeman

A. At the primary election the members of a political party entitled to representation pursuant to section 16-804 residing in each precinct shall choose one of their number as a county precinct committeeman, and the members shall choose one additional precinct committeeman for each one hundred twenty-five voters or major fraction thereof registered in the party in the precinct as reported pursuant to section 16-168, subsection G on January 2 of the year in which the general election is held. The whole number of precinct committeemen of a political party shall constitute the county committee of the party.

B. The board of supervisors upon the recommendation of the county chairman, or the recommendation of a committee designated in the bylaws of the county committee for that purpose, shall determine when a vacancy exists in the office of precinct committeeman. If a vacancy exists, the vacancy shall be filled by the board of supervisors from a list of names submitted by the county chairman of the appropriate political party. Only a precinct committeeman elected at the primary election prior to the date of a state or county committee organizing meeting shall be permitted to vote at such meeting. The criteria used to establish when a vacancy exists in the office of precinct committeeman shall be as established in section 38-291.

ARF-6613

Consent Agenda Item 4. C.

Regular BOS Meeting

Meeting Date: 05/18/2021

Submitted For: Eric Mariscal, Director

Submitted By: Erin Miller, Elections Assistant

Department: Elections

Information

Request/Subject

Appointment of a Democratic Party Precinct Committeeman in Gila County.

Background Information

Arizona Revised Statute §16-821 (B) states, *"The board of supervisors upon the recommendation of the county chairman, or the recommendation of a committee designated in the bylaws of the county committee for that purpose, shall determine when a vacancy exists in the office of precinct committeeman. If a vacancy exists, the vacancy shall be filled by the board of supervisors from a list of names submitted by the county chairman of the appropriate political party. Only a precinct committeeman elected at the primary election prior to the date of a state or county committee organizing meeting shall be permitted to vote at such meeting. The criteria used to establish when a vacancy exists in the office of precinct committeeman shall be as established in section 38-291."*

Evaluation

There is a vacancy for the office of Democratic Party Precinct Committeeman in the Payson #3 Precinct. Christine Senko, Gila County Democratic Committee Chairman, has submitted Connie Cockrell to fill the vacancy. Per state statute, the Board of Supervisors has the authority to make this appointment. Upon review of the precinct committeemen allotment table, it has been determined that the vacancy exists for the Democratic Party.

Conclusion

The Board of Supervisors needs to consider the nominee presented by Christine Senko, Gila County Democratic Committee Chairman, to fill the Democratic Party Precinct Committeemen vacancy for the Payson #3 Precinct.

Recommendation

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

Suggested Motion

Appointment of the following Democratic Party Precinct Committeeman in Gila County: Connie Cockrell - Payson #3 Precinct.

Attachments

Gila County Democratic Party Appointments

ARS 16-821

GILA COUNTY DEMOCRATIC PARTY

PRECINCT COMMITTEE APPOINTMENT

Voter Identification Number 25131555
Must be registered Democrat

Please be advised that Connie Cockrell
LIST NAME AS YOU ARE REGISTERED

a duly qualified Democratic elector residing at:

925 W. Sherwood Dr.
Address

PAYSON AZ 85541
Town Zip

928-951-0970
Home Phone Work Phone Cell Phone

connie.cockrell@gmail.com
Fax Email

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

PAYSON 3, to fill a vacancy in the same Precinct because:

A legal vacancy has not been filled.

The Resignation of _____

RESPECTFULLY SUBMITTED Chita M. Santos
Gila County Democratic Party Chair

Acceptance of Appointment

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

The minimum duties of a Precinct Committeeperson shall include:

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

Signed: Connie Cockrell

Date: 4/3/21

16-821. County committee; vacancy in office of precinct committeeman

A. At the primary election the members of a political party entitled to representation pursuant to section 16-804 residing in each precinct shall choose one of their number as a county precinct committeeman, and the members shall choose one additional precinct committeeman for each one hundred twenty-five voters or major fraction thereof registered in the party in the precinct as reported pursuant to section 16-168, subsection G on January 2 of the year in which the general election is held. The whole number of precinct committeemen of a political party shall constitute the county committee of the party.

B. The board of supervisors upon the recommendation of the county chairman, or the recommendation of a committee designated in the bylaws of the county committee for that purpose, shall determine when a vacancy exists in the office of precinct committeeman. If a vacancy exists, the vacancy shall be filled by the board of supervisors from a list of names submitted by the county chairman of the appropriate political party. Only a precinct committeeman elected at the primary election prior to the date of a state or county committee organizing meeting shall be permitted to vote at such meeting. The criteria used to establish when a vacancy exists in the office of precinct committeeman shall be as established in section 38-291.

Regular BOS Meeting

Meeting Date: 05/18/2021

Submitted For: Marian Sheppard, Clerk of the Board

Submitted By: Melissa Henderson, Deputy Clerk

Department: Clerk of the Board of Supervisors

Information

Request/Subject

Creekside Steakhouse & Tavern's Application for a Permanent Extension of Premises/Patio Permit.

Background Information

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

James David Haviland of Creekside Steakhouse & Tavern submitted an application to permanently extend the premises/patio where liquor is permitted to be sold.

Evaluation

The application has been reviewed by the Clerk of the Board and by the Building Official of the Community Development Division regarding the proposed extended area for liquor to be served. The application clearly indicates that the extended area will be to include the patio and the staff of Creekside Steakhouse & Tavern will be provided the required training.

Conclusion

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

Recommendation

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

Suggested Motion

Approval of the Application for an Extension of Premises/Patio Permit submitted by James David Haviland to permanently extend the premises where liquor is permitted to be served at the Creekside Steakhouse & Tavern located in Christopher Creek, 30 miles east of Payson.

Attachments

Creekside-Application

Creekside-CommDev-Response



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

DLLC USE ONLY

| |
|--------|
| CSR: |
| Log #: |

APPLICATION FOR EXTENSION OF PREMISES/PATIO PERMIT

OBTAIN APPROVAL FROM LOCAL GOVERNING BOARD BEFORE SUBMITTING TO THE DEPARTMENT OF LIQUOR
 Notice: Allow 30-45 days to process permanent change of premises

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

Adding a Patio

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

- Licensee's Name: Haviland James David License #: 012040011438
Last First Middle
- Mailing address: 1520 E. Christopher Creek Loop Payson Arizona 85541
Street City State Zip Code
- Business Name: Creekside Steakhouse & Tavern
- Business Address: 1520 E. Christopher Creek Loop Payson Arizona 85541
Street City State Zip Code
- Email Address: amynations@azlic.com
- Business Phone Number: 928-478-4557 Contact Phone Number: 602-820-8105

7. Is extension of premises/patio complete?
 If no, what is your estimated completion date? 05 / 01 / 2021

8. Do you understand Arizona Liquor Laws and Regulations?
 Yes No

9. Does this extension bring your premises within 300 feet of a church or school?
 Yes No

10. Have you received approved Liquor Law Training?
 Yes No

11. What security precautions will be taken to prevent liquor violations in the extended area? _____

Extended area will be under constant supervision of on duty employees

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

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

Approval Disapproval by DLLC: _____ Date: ___/___/___

I, (Print Full Name) James David Haviland, hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.

Applicant Signature: 

GOVERNING BOARD

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

Approval Disapproval

Authorized Signature Title Agency Date

DLLC USE ONLY

Investigation Recommendation: Approval Disapproval by: _____ Date: ___/___/___

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



INTEROFFICE MEMORANDUM

DATE: April 21, 2021
TO: Randy Pluimer, Community Development Division
FROM: Marian Sheppard, Clerk of the Board of Supervisors
SUBJECT: APPLICATION FOR EXTENSION OF PREMISES/PATIO PERMIT

Please be advised that an application for an extension of premises/patio permit has been submitted to Gila County by James David Haviland to PERMANENTLY extend the liquor license service area at the Creekside Steakhouse & Tavern located in Payson, Arizona.

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

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

PLEASE CIRCLE YOUR APPROVAL OR DISAPPROVAL, SIGN AND DATE.

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

Community Development Division:

Randy Pluimer, Community Development Director

Date:

5/11/2021

ARF-6596

Consent Agenda Item 4. E.

Regular BOS Meeting

Meeting Date: 05/18/2021

Submitted For: Mary Springer, Finance Director

Submitted By: Stacey Espinoza, Administrative Assistant

Department: Finance

Fiscal Year: FY 20-21 Budgeted?: Yes

Contract Dates 07-01-2021 - Grant?: No

Begin & End: 06-30-2022

Matching No Fund?: New

Requirement?:

Information

Request/Subject

Professional Services Agreement No. 041621 with Coppersmith Brockelman, PLC for CORP Local Boards signed by the County Manager.

Background Information

Previously, the Gila County Human Resources Department Director contacted the firm of Coppersmith Brockelman, PLC on behalf of the CORP (Correctional Officers Retirement Plan) Local Boards to provide legal counsel and representation to the Local Boards. After discussion, this resulted in a letter from Coppersmith Brockelman, PLC dated October 27, 2020, which outlined the terms of an agreement. The letter is attached to Professional Services Agreement No. 041621 as Attachment "A."

The Board of Supervisors has authorized the County Manager to sign contracts which are under \$50,000. Any amendments to a contract may not exceed a contract amount totaling under \$50,000.

Evaluation

Coppersmith Brockelman, PLC has agreed to provide legal counsel and representation to the County's CORP Local Boards for the term beginning July 1, 2021, through June 30, 2022. Professional Services Agreement No. 041621 with Coppersmith Brockelman, PLC may be renewed for 3 additional one-year periods. The Agreement states that payment shall not exceed \$5,000 for the contract term without prior written approval from the County.

Professional Services Agreement No. 041621 was signed by the County Manager on April 21, 2021.

Conclusion

Staff agrees for Coppersmith Brockelman, PLC to provide legal counsel and representation to the County's CORP Local Boards per the terms outlined in Professional Services Agreement No. 041621.

Recommendation

Professional Services Agreement No. 041621 was approved by the County Manager on April 21, 2021.

Suggested Motion

Acknowledgment of Professional Services Agreement No. 041621 for Coppersmith Brockelman, PLC to provide legal counsel and representation to the CORP (Correctional Officers Retirement Plan) Local Boards for a not to exceed amount of \$5,000 without prior written approval from the County for the term beginning on July 1, 2021 through June 30, 2022 that was signed by the County Manager on April 21, 2021.

Attachments

Professional Services Agreement No. 041621 with Coppersmith Brockelman, PLC

PROFESSIONAL SERVICES AGREEMENT NO. 041621

LEGAL REPRESENTATION TO THE
GILA COUNTY CORP LOCAL BOARD

THIS AGREEMENT, made and entered into this 21st day of April, 2021, by and between Gila County, a political subdivision of the State of Arizona, hereinafter designated the "County", and Coppersmith Brockelman, 2800 N. Central Avenue, Suite 1900, Phoenix, AZ 85004, hereinafter designated the "Firm".

WITNESSETH: That the Firm, for and in consideration of the sum to be paid to the Firm by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained, hereby agrees, for itself, its heirs, administrators, successors, and assigns as follows:

ARTICLE I - SCOPE OF SERVICES: The Firm agrees to provide legal representation to the Gila County Sheriff's CORP Local Board, per Attachment "A" to Professional Services Agreement No. 041621 - Coppersmith Brockelman Legal Representation Agreement dated October 27, 2020, by mention made a binding part of this agreement as set forth herein. In the performance of these duties under the provisions of this agreement, it is mutually understood and agreed that the Firm, its agent(s), and employee(s), are at all times acting and performing as an independent contractor.

The Firm agrees to obtain and keep current any and all State of Arizona licenses/certifications. If at any time during the term of the contract the Firm's licenses/certifications are revoked or rendered invalid, this Contract shall be terminated.

The Firm is an independent contractor of the County and agrees that it shall obey all state and federal statutes, rules and regulations which are applicable to provisions of the services of the agreement. Neither the Firm nor any employee of the Firm shall be deemed an officer, employee, or agent of the County.

DUTIES AND RESPONSIBILITIES

The Firm shall provide duties as follows:

Per Attachment "A" to Professional Services Agreement No. 041621 - Coppersmith Brockelman Legal Representation Agreement dated October 27, 2020, by mention made a binding part of this agreement as set forth herein.

ARTICLE II - FEES: For the services provided by the Firm under this agreement, financial compensation from the County will be as follows:

Per Attachment "A" to Professional Services Agreement No. 041621 – Coppersmith Brockelman Legal Representation Agreement dated October 27, 2020, by mention made a binding part of this agreement as set forth herein.

ARTICLE III -TERMINATION: This Agreement shall terminate thirty (30) days after written notice is received by either party to the other. Upon receipt of the notice, work in progress will be completed and any summaries and/or status reports shall be prepared and submitted, all within thirty (30) days. The County's financial obligation shall cover only the work performed up to the notice to terminate plus thirty (30) days, and not work completed thereafter.

ARTICLE IV - INDEMNIFICATION CLAUSE: The Firm agrees to defend, indemnify, and hold harmless Gila County from all losses, liability, claims or expenses (including reasonable attorney's fees) arising from bodily injury, including death or property damage, to any person or persons caused in whole or in part by the negligence or misconduct of the Firm, except to the extent same are caused by the negligence or willful misconduct of the County. It is the intent of this section to require the Firm to indemnify the County to the extent permitted under Arizona Law.

ARTICLE V- INSURANCE REQUIREMENTS: The Firm agrees to take out and keep in force during the term of this agreement at his expense, professional liability insurance and general liability insurance. The Firm agrees to provide the County with certificates evidencing the coverage specified.

ARTICLE VI - ASSIGNMENTS AND SUBCONTRACTS: No rights or obligations of the Firm under this agreement shall be assigned. No rights or obligations of the Firm under this agreement shall be subcontracted by the Firm without prior approval of the County. All subcontracts shall incorporate the laws, rules, and regulations governing this agreement. The approved subcontracts shall forward copies of such to the County Office of Health and shall retain originals on file.

ARTICLE VII - LEGAL ARIZONA WORKERS ACT COMPLIANCE: As required by A.R.S. § 41-4401, Firm hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Firm further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the e-verify program. If Firm 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.

Firm shall not be deemed in material breach if it and its subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the e-verify requirements contained in A.R.S. § 23-214(A). The County retains the legal right to inspect the papers of the Contractor and its subcontractors engaged in performance of this Agreement to ensure that the Contractor and its subcontractors are complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

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

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

ARTICLE X - TERM: The term of the contract shall commence on July 1, 2021 and continue in full force and effect up through and including June 30, 2022, unless terminated, canceled or extended as otherwise provided herein. The Firm agrees that Gila County shall have the right, at its sole option, to renew the contract for three (3) additional one (1) year periods.

ARTICLE XI - PAYMENT: Firm shall be paid fees stated in Article II of this agreement, but in no event shall payment exceed \$5,000.00 for the contract term without prior written approval from the County.

Gila County employs a "Net 15" payment term for professional services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Firm. Purchase orders sent to the Firm reflect these terms and conditions and they apply to all invoices received by the County.

The Firm 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 Firm does not have a current W-9.

Invoices: All invoices shall be submitted to Gila County Accounts Payable at 1400 E. Ash St, Globe, Arizona 85501, and contain the purchase order number, contract number, and description of services performed.

ARTICLE XII – Legal Representation Agreement of October 27, 2020

The terms and conditions contained in the Legal Representation Agreement of October 27, Attachment "A" to Professional Services Agreement No. 041621, are incorporated by this reference into this Agreement. In the event of any conflict between the terms and conditions of the Legal Representation Agreement or the terms and conditions of this Agreement, the terms and conditions of this agreement shall control.

By signing this Agreement, the Gila County Manager is giving the County's consent to the Firm to allow it to undertake the above-described representation.

IN WITNESS WHEREOF, two (2) identical counterparts of this agreement, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY:



James Menlove, County Manager

COPPERSMITH BROCKELMAN



Signature

4.21.2021
Date

**COPPERSMITH
BROCKELMAN**
LAWYERS

Kathy A. Steadman
ksteadman@cblawyers.com
PH. (602) 381-5480
FAX (602) 224-6020

2800 N. Central Ave., Suite 1900
Phoenix, AZ 85004-1241
CBLAWYERS.COM

October 27, 2020

Shelley McPherson, Human Resources Director
Gila County
1400 E Ash Street
Globe, AZ 85501

Re: **Legal Representation of Gila County PSPRS and CORP Local Boards**

Dear Ms. McPherson:

Thank you for your interest in retaining Coppersmith Brockelman, PLC ("CB") on behalf of the Gila County PSPRS and CORP Local Boards ("Local Boards"). We are extremely pleased to have the opportunity to work with you, and we look forward to providing quality and efficient legal services. This letter is to confirm in writing the scope and terms of the representation and to explain potential conflicts of interest before we begin this representation.

Please review this letter carefully. If it describes our respective responsibilities accurately, please sign the enclosed copy of this letter and return it to us promptly.

1. **Scope of Engagement.** You have asked us to provide legal services on issues to which the Local Boards will agree in writing from time to time. For your part, we need you to provide us with the facts, documents, and access we will require to perform these services; to make decisions and determinations in a timely manner, so we can perform these services; to be available to assist us in the representation; and to fulfill your part of the bargain by paying our bills in accordance with the terms below.

2. **Conflicts.** You have asked us to represent the Local Boards in connection with general pension operational issues, and other matters as you request in writing from time-to-time. We ask that if you know of any people or business entities to which Local Boards might be adverse, please provide us with their names so we can enter them into our conflict system to alert us to the potential of any conflicts with either current or future clients of this firm.

Additionally, there are two areas for which we ask for either a conflict waiver or acknowledgement of the potential need for one.

a. ***Prospective Waiver for Representation of Healthcare Clients in Unrelated Matters.*** We represent numerous hospitals, healthcare systems, and healthcare providers throughout the country. Some of our present or future clients may have transactions or disputes with you during the time we are representing you that are unrelated to the matters we handle for you. Therefore, as a condition to our undertaking any matter for you, you agree that this firm may continue to represent existing or new clients in any matter that is not substantially related to the work we perform on your behalf, even if the interests of such clients in those other matters are directly adverse to yours. We agree, however, that your prospective consent to such conflicting representation shall not apply in any situation where, as a result of our representation of you, we have obtained sensitive, proprietary, or other confidential information of a non-public nature that, if known to any other client of ours, could be used, in any way, by such client to your material disadvantage.

b. ***Separate Waiver for Existing Contracts.*** We understand that you may have contracts and provide services to existing CB clients, or may enter into agreements with existing or future CB clients as well. Some of our work for you may involve or pertain to these contracts. Given our on-going representation of numerous healthcare clients, we ask that you sign below to acknowledge your understanding that: (i) we may not be able to represent you in a dispute with other CB clients over such contracts without first obtaining conflict waivers from both parties, and (ii) in certain circumstances, our ethical rules may not allow us to represent either client in a dispute. We are not aware of any specific issues or problems, but we so value our relationship with you that we believe it important to disclose and obtain your acknowledgement of the potential conflicts and need for waivers in advance.

c. ***No Representation of Members or Affiliates.*** In addition, we do not, and will not, represent your shareholders, members, partners, officers, directors, or employees ("Affiliates"), unless we have specifically accepted such representation in paragraph 1 above. Our representation of the entity does not give us access to, or cause us to represent, your Affiliates, nor access to confidential, privileged, or proprietary information of your Affiliates. Our existing and future clients may enter into negotiations or disputes with your Affiliates, and our representation of you will not disqualify us from representing our other clients in such matters.

We may need to seek additional conflict waivers from you, or from our existing clients, and we will abide by applicable rules of professional responsibility in doing so; for your part, we ask that you consider each future waiver request in good faith. Ultimately, if at any point you do not feel completely comfortable with our representation, we will cooperate fully in transferring your matters to new counsel.

3. **Progress.** Close cooperation and frequent communications improve our ability to assist and to complete our work. We will want to discuss with you or your designee the progress of this matter on a regular basis, and would ask that you call us promptly with any new or significant information that could affect our work. In addition, we have made it our practice to

send our clients copies of significant correspondence or filings, so you may keep track of the matter's progress. If you have questions or concerns as we go along, please bring them up promptly so we can address them right away.

4. **Fees and Costs.** As you may know, the Rules of Professional Conduct governing the legal profession require that a lawyer's fee be reasonable. With that consideration in mind, the following sets forth our agreement with respect to fees and expenses in this matter, the payment of costs, the timing and content of billing statements, and the expended payment period.

a. ***Fees Basis.*** I will primarily represent you in this matter. My current hourly rate is \$350. As I deem appropriate, I might use other lawyers and paralegals to assist me.

These rates are set through at least December 31, 2019, and we will not increase this rate for existing clients without first notifying you. Our firm often develops alternative billing arrangements with our clients, and we would be happy to discuss another type of billing with you for a particular project or future work.

b. ***Retainer Arrangement.*** We typically require a retainer to handle new matters. We hold the retainer in our trust fund and apply it against the client's bill on a monthly basis as we render the services contemplated by this agreement. If the retainer has not been exhausted by the time that we complete the work that we have been authorized to do, we will return any balance to you. If the retainer is spent before our work is completed, we will either ask you to stay current in the payment of our monthly statements, or we will ask you to submit another retainer. In either case, we will send you monthly statements describing the services rendered, the amounts charged, and the status of your retainer, and we will expect them to be paid in a timely manner.

In the present case, we will not require an initial retainer from you.

c. ***Costs and Expenses.*** We will expect you to pay our out-of-pocket expenses on your behalf. We do not charge clients for reasonable and usual long distance telephone calls, faxes, copying done in-house, or secretarial time. As to other outside costs, we generally find it easier and more efficient to advance funds on your behalf for minor costs and disbursements for outside services than to ask you to pay a succession of small invoices. We expect to make advances for invoices that do not exceed \$100. We will forward larger items, if any, to you to pay directly, and will try our best to confer with you in advance before obligating you to pay such larger items.

d. ***Payment of Invoices.*** Unless we have made other arrangements with you, our bills are due on receipt, and are considered past due 15 days after the date they bear. We reserve the right to add late charges at the rate of 1.5% per month on an invoice for which we have not received payment by the 30th day after the date it bears. We must reserve the right to

decline to perform further services if any account is 45 days or more past due. Subject to our ethical and professional obligations, you agree that we may terminate our legal services and withdraw from this engagement in such event. You also agree that we may deduct undisputed amounts due us from any litigation or settlement proceeds belonging to you that come into our possession.

5. **Business Associate Agreement.** If your organization is a HIPAA covered entity or business associate, and if CB obtains protected health information ("PHI") from your organization in connection with our legal representation, this letter will function as a Business Associate agreement, which will enable your organization to comply with the HIPAA Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, Subpart E ("Privacy Standards"), the HIPAA Security Standards, 45 C.F.R. Part 160 and Part 164, Subpart C ("Security Standards"), and the HIPAA Breach Notification Regulations, 45 C.F.R. Part 160 and Part 164, Subpart D ("Breach Notification Regulations"), as amended from time to time and at the applicable compliance dates. If CB does not obtain PHI in connection with our representation or is not considered your business associate under HIPAA, the terms of this Section will not apply.

a. ***Use and Disclosure of Protected Health Information:*** CB will use or disclose your organization's PHI only for those purposes necessary to perform legal or other services ("Services"), as otherwise expressly permitted in this Agreement, or as required by law, and will not further use or disclose such PHI. CB agrees that anytime one of its subcontractors creates, receives, maintains, or transmits your PHI on behalf of CB, CB first will enter into a contract with such subcontractor that contains the same terms, conditions, restrictions, and requirements for the use and disclosure of PHI as contained in this Section. To the extent CB is to carry out one or more of your obligations under the Privacy Rule, CB will comply with the requirements of the Privacy Rule that apply to you in the performance of such obligations.

b. ***CB Use or Disclosure of Protected Health Information for Its Own Purposes:*** CB may use or disclose PHI received from your organization for CB's management or administration or to carry out CB's legal responsibilities.

CB may disclose PHI received from your organization to a third party for such purposes only if:

- (1) The disclosure is required by law; or
- (2) CB secures reasonable assurance from the receiving party that the receiving party will: (i) hold the PHI confidentially; (ii) use or disclose the PHI only as required by law or for the purposes for which it was disclosed to the recipient; and (iii) notify CB of any breaches in the confidentiality of the PHI.

c. ***Safeguards:*** CB will implement reasonable administrative, physical and technical safeguards to prevent use or disclosure of PHI received from your organization for purposes other than those permitted by this Agreement and to protect the confidentiality, integrity, and availability of the electronic PHI, if any, that CB creates, receives, maintains, or transmits on behalf of your organization. CB will comply with those provisions of the Security Rule that apply to CB with respect to electronic PHI.

d. ***Reports of Improper Use or Disclosure of Protected Health Information:*** CB will report to your organization any use or disclosure of PHI received from your organization, other than those uses or disclosures permitted by this Agreement. CB also will report to your organization any security incident of which it becomes aware that affects electronic PHI, if any, that CB creates, receives, maintains, or transmits on behalf of your organization. Finally, CB will report to your organization any use or disclosure of Unsecured PHI that constitutes a Breach under the Breach Notification Regulations.

e. ***Access to Protected Health Information:*** Upon request, CB will make available to you PHI in a Designated Record Set received from your organization that is in CB's possession to respond to individual requests for access to PHI.

f. ***Amendment of Protected Health Information:*** Upon request, CB will make available to you PHI in a Designated Records Set received from your organization that is in CB's possession to respond to individual requests to amend PHI.

g. ***Accounting of Disclosures of Protected Health Information:*** Upon request, CB will make available to you information as is required for your organization to respond to individual requests for accounting of disclosures of PHI.

h. ***Access to Books and Records:*** CB will make its internal practices, books, and records specifically relating to the use and disclosure of PHI received from your organization available to the Secretary of the Department of Health and Human Services to the extent required for determining your organization's compliance with the Privacy Standards. Notwithstanding this provision, no attorney-client, accountant-client or other legal privilege will be deemed waived by CB or your organization as a result of this Agreement.

i. ***Termination:*** Your organization may terminate CB's engagement if CB violates a material term of this Section. Before termination, your organization will provide CB with written notice of CB's breach, and afford CB at least thirty days to cure the breach. If CB fails to cure the breach, your organization may terminate the engagement. Your organization will pay all fees and costs due up to termination.

j. ***Return or Destruction of Protected Health Information upon Termination:*** It will not be feasible for CB to return or destroy PHI received from your organization immediately upon termination of the engagement because of our ethical obligations to keep complete client files. CB thus agrees to follow the provisions of this Section for as long as it retains PHI received from your organization, and will limit any further use or disclosure of the PHI to those purposes allowed under this Section, until such time as CB either returns or destroys the PHI received from your organization.

k. ***Compliance with HITECH Act and Its Regulations:*** CB will comply with the requirements of Title XII, Subtitle D of the Health Information Technology for Economic and Clinical Health ("HITECH") Act, codified at 42 U.S.C. §§ 17921-17954, which are applicable to CB, and will comply with all regulations issued by the Department of Health and Human Services to implement the HITECH Act, as of the date by which CB is required to comply with the HITECH Act and its regulations.

l. ***No Third-Party Beneficiaries:*** Nothing in this Agreement will confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities.

m. ***Terms.*** Unless otherwise provided, all terms in this Section have the same meaning as provided under the Privacy Standards, the Security Standards, and the Breach Notification Regulations. The terms of this Section will be construed in light of any applicable interpretation or guidance on these regulations issued by the Department of Health and Human Services.

n. ***Compliance with 42 C.F.R. Part 2.*** If the regulations at 42 C.F.R. Part 2 (the "Part 2" regulations) apply your organization, and if CB obtains information protected by those regulations from your organization in connection with our legal representation, this letter will function as a written agreement with a Qualified Service Organization pursuant to 42 C.F.R. § 2.11, which will enable your organization to comply with 42 C.F.R. Part 2, as amended from time to time and at the applicable compliance dates. CB acknowledges that in receiving, storing, processing or otherwise dealing with any patient records from your organization, it is fully bound by the regulations at 42 C.F.R. Part 2, and if necessary, will resist in judicial proceedings any efforts to obtain access to patient records except as permitted by 42 C.F.R. Part 2. If CB does not obtain information governed by 42 C.F.R. Part 2 in connection with our representation or is not considered your Qualified Service Organization under 42 C.F.R. Part 2, the terms of this subsection (n) will not apply.

Please sign and return a copy of this letter to us in order to confirm your agreement to these provisions. Call me directly with any questions.

Shelley McPherson
Gila County
October 27, 2020
Page 7

We look forward to representing the Local Boards. If you have any questions concerning these matters, please let me know promptly. If you ever wish to discuss any matter relating to our legal representation, please do not hesitate to call me.

Best Regards,

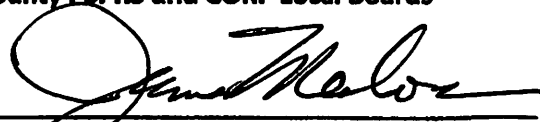


Kathy A. Steadman

KAS/slm

APPROVED AND AGREED TO—SPECIFICALLY
INCLUDING CONFLICT WAIVERS AND
ACKNOWLEDGEMENT IN SECTIONS 2a, 2b, AND 2c:

Gila County PSPRS and CORP Local Boards

By: 
James Menlove, County Manager

Date: 4.21.2021

ARF-6595

Consent Agenda Item 4. F.

Regular BOS Meeting

Meeting Date: 05/18/2021

Submitted For: Mary Springer, Finance Director

Submitted By: Stacey Espinoza, Administrative Assistant

Department: Finance

Fiscal Year: FY 20-21 Budgeted?: Yes

Contract Dates 07-01-2021 - Grant?: No

Begin & End: 06-30-2022

Matching No Fund?: New

Requirement?:

Information

Request/Subject

Professional Services Agreement No. 041521 with Coppersmith Brockelman, PLC for PSPRS Local Board signed by the County Manager.

Background Information

Previously, the Gila County Human Resources Department Director contacted the firm of Coppersmith Brockelman, PLC on behalf of the PSPRS (Public Safety Personnel Retirement System) Local Board to provide legal counsel and representation to the Local Board. After discussion, this resulted in a letter from Coppersmith Brockelman, PLC dated October 27, 2020, which outlined the terms of an agreement. The letter is attached to Professional Services Agreement No. 041521 as Attachment "A."

The Board of Supervisors has authorized the County Manager to sign contracts which are under \$50,000. Any amendments to a contract may not exceed a contract amount totaling under \$50,000.

Evaluation

Coppersmith Brockelman, PLC has agreed to provide legal counsel and representation to the County's PSPRS Local Board for the term beginning July 1, 2021 through June 30, 2022. Professional Services Agreement No. 041521 with Coppersmith Brockelman, PLC may be renewed for 3 additional one-year periods. The Agreement states that payment shall not exceed \$5,000 for the contract term without prior written approval from the County.

Professional Services Agreement No. 041521 was signed by the County Manager on April 21, 2021.

Conclusion

Staff agrees for Coppersmith Brockelman, PLC to provide legal counsel and representation to the County's PSPRS Local Board per the terms outlined in Professional Services Agreement No. 041521.

Recommendation

Professional Services Agreement No. 041521 was approved by the County Manager on April 21, 2021.

Suggested Motion

Acknowledgment of Professional Services Agreement No. 041521 for Coppersmith Brockelman, PLC to provide legal counsel and representation to the PSPRS (Public Safety Personnel Retirement System) Local Board for a not to exceed amount of \$5,000 without prior written approval from the County for the term beginning on July 1, 2021 through June 30, 2022 that was signed by the County Manager on April 21, 2021.

Attachments

Professional Services Agreement No. 041521 with Coppersmith Brockelman, PLC

PROFESSIONAL SERVICES AGREEMENT NO. 041521

LEGAL REPRESENTATION TO THE GILA
COUNTY PSPRS LOCAL BOARD

THIS AGREEMENT, made and entered into this 21st day of April, 2021, by and between Gila County, a political subdivision of the State of Arizona, hereinafter designated the "County", and Coppersmith Brockelman, 2800 N. Central Avenue, Suite 1900, Phoenix, AZ 85004, hereinafter designated the "Firm".

WITNESSETH: That the Firm, for and in consideration of the sum to be paid to the Firm by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained, hereby agrees, for itself, its heirs, administrators, successors, and assigns as follows:

ARTICLE I - SCOPE OF SERVICES: The Firm agrees to provide legal representation to the Gila County Sheriff's PSPRS Local Board, per Attachment "A" to Professional Services Agreement No. 041521 – Coppersmith Brockelman Legal Representation Agreement dated October 27, 2020, by mention made a binding part of this agreement as set forth herein. In the performance of these duties under the provisions of this agreement, it is mutually understood and agreed that the Firm, its agent(s), and employee(s), are at all times acting and performing as an independent contractor.

The Firm agrees to obtain and keep current any and all State of Arizona licenses/certifications. If at any time during the term of the contract the Firm's licenses/certifications are revoked or rendered invalid, this Contract shall be terminated.

The Firm is an independent contractor of the County and agrees that it shall obey all state and federal statutes, rules and regulations which are applicable to provisions of the services of the agreement. Neither the Firm nor any employee of the Firm shall be deemed an officer, employee, or agent of the County.

DUTIES AND RESPONSIBILITIES

The Firm shall provide duties as follows:

Per Attachment "A" to Professional Services Agreement No. 041521 – Coppersmith Brockelman Legal Representation Agreement dated October 27, 2020, by mention made a binding part of this agreement as set forth herein.

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ARTICLE IV - INDEMNIFICATION CLAUSE: The Firm agrees to defend, indemnify, and hold harmless Gila County from all losses, liability, claims or expenses (including reasonable attorney's fees) arising from bodily injury, including death or property damage, to any person or persons caused in whole or in part by the negligence or misconduct of the Firm, except to the extent same are caused by the negligence or willful misconduct of the County. It is the intent of this section to require the Firm to indemnify the County to the extent permitted under Arizona Law.

ARTICLE V - INSURANCE REQUIREMENTS: The Firm agrees to take out and keep in force during the term of this agreement at his expense, professional liability insurance and general liability insurance. The Firm agrees to provide the County with certificates evidencing the coverage specified.

ARTICLE VI - ASSIGNMENTS AND SUBCONTRACTS: No rights or obligations of the Firm under this agreement shall be assigned. No rights or obligations of the Firm under this agreement shall be subcontracted by the Firm without prior approval of the County. All subcontracts shall incorporate the laws, rules, and regulations governing this agreement. The approved subcontracts shall forward copies of such to the County Office of Health and shall retain originals on file.

ARTICLE VII - LEGAL ARIZONA WORKERS ACT COMPLIANCE: As required by A.R.S. § 41-4401, Firm hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Firm further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the e-verify program. If Firm 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.

Firm shall not be deemed in material breach if it and its subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the e-verify requirements contained in A.R.S. § 23-214(A). The County retains the legal right to inspect the papers of the Contractor and its subcontractors engaged in performance of this Agreement to ensure that the Contractor and its subcontractors are complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

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

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

ARTICLE X - TERM: The term of the contract shall commence on July 1, 2021 and continue in full force and effect up through and including June 30, 2022, unless terminated, canceled or extended as otherwise provided herein. The Firm agrees that Gila County shall have the right, at its sole option, to renew the contract for three (3) additional one (1) year periods.

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The Firm 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 Firm does not have a current W-9.

Invoices: All invoices shall be submitted to Gila County Accounts Payable at 1400 E. Ash St, Globe, Arizona 85501, and contain the purchase order number, contract number, and description of services performed.


ARTICLE XII – Legal Representation Agreement of October 27, 2020

The terms and conditions contained in the Legal Representation Agreement of October 27, Attachment "A" to Professional Services Agreement No. 041521, are incorporated by this reference into this Agreement. In the event of any conflict between the terms and conditions of the Legal Representation Agreement or the terms and conditions of this Agreement, the terms and conditions of this agreement shall control.

By signing this Agreement, the Gila County Manager is giving the County's consent to the Firm to allow it to undertake the above-described representation.

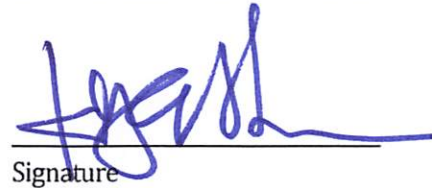
IN WITNESS WHEREOF, two (2) identical counterparts of this agreement, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY:



James Menlove, County Manager

COPPERSMITH BROCKELMAN



Signature

4.21.2021
Date

**COPPERSMITH
BROCKELMAN**
LAWYERS

Kathy A. Steadman
ksteadman@cblawyers.com
PH. (602) 381-5480
FAX (602) 224-6020

2800 N. Central Ave., Suite 1900
Phoenix, AZ 85004-1241
CBLAWYERS.COM

October 27, 2020

Shelley McPherson, Human Resources Director
Gila County
1400 E Ash Street
Globe, AZ 85501

Re: **Legal Representation of Gila County PSPRS and CORP Local Boards**

Dear Ms. McPherson:

Thank you for your interest in retaining Coppersmith Brockelman, PLC ("CB") on behalf of the Gila County PSPRS and CORP Local Boards ("Local Boards"). We are extremely pleased to have the opportunity to work with you, and we look forward to providing quality and efficient legal services. This letter is to confirm in writing the scope and terms of the representation and to explain potential conflicts of interest before we begin this representation.

Please review this letter carefully. If it describes our respective responsibilities accurately, please sign the enclosed copy of this letter and return it to us promptly.

1. **Scope of Engagement.** You have asked us to provide legal services on issues to which the Local Boards will agree in writing from time to time. For your part, we need you to provide us with the facts, documents, and access we will require to perform these services; to make decisions and determinations in a timely manner, so we can perform these services; to be available to assist us in the representation; and to fulfill your part of the bargain by paying our bills in accordance with the terms below.

2. **Conflicts.** You have asked us to represent the Local Boards in connection with general pension operational issues, and other matters as you request in writing from time-to-time. We ask that if you know of any people or business entities to which Local Boards might be adverse, please provide us with their names so we can enter them into our conflict system to alert us to the potential of any conflicts with either current or future clients of this firm.

Additionally, there are two areas for which we ask for either a conflict waiver or acknowledgement of the potential need for one.

a. ***Prospective Waiver for Representation of Healthcare Clients in Unrelated Matters.*** We represent numerous hospitals, healthcare systems, and healthcare providers throughout the country. Some of our present or future clients may have transactions or disputes with you during the time we are representing you that are unrelated to the matters we handle for you. Therefore, as a condition to our undertaking any matter for you, you agree that this firm may continue to represent existing or new clients in any matter that is not substantially related to the work we perform on your behalf, even if the interests of such clients in those other matters are directly adverse to yours. We agree, however, that your prospective consent to such conflicting representation shall not apply in any situation where, as a result of our representation of you, we have obtained sensitive, proprietary, or other confidential information of a non-public nature that, if known to any other client of ours, could be used, in any way, by such client to your material disadvantage.

b. ***Separate Waiver for Existing Contracts.*** We understand that you may have contracts and provide services to existing CB clients, or may enter into agreements with existing or future CB clients as well. Some of our work for you may involve or pertain to these contracts. Given our on-going representation of numerous healthcare clients, we ask that you sign below to acknowledge your understanding that: (i) we may not be able to represent you in a dispute with other CB clients over such contracts without first obtaining conflict waivers from both parties, and (ii) in certain circumstances, our ethical rules may not allow us to represent either client in a dispute. We are not aware of any specific issues or problems, but we so value our relationship with you that we believe it important to disclose and obtain your acknowledgement of the potential conflicts and need for waivers in advance.

c. ***No Representation of Members or Affiliates.*** In addition, we do not, and will not, represent your shareholders, members, partners, officers, directors, or employees ("Affiliates"), unless we have specifically accepted such representation in paragraph 1 above. Our representation of the entity does not give us access to, or cause us to represent, your Affiliates, nor access to confidential, privileged, or proprietary information of your Affiliates. Our existing and future clients may enter into negotiations or disputes with your Affiliates, and our representation of you will not disqualify us from representing our other clients in such matters.

We may need to seek additional conflict waivers from you, or from our existing clients, and we will abide by applicable rules of professional responsibility in doing so; for your part, we ask that you consider each future waiver request in good faith. Ultimately, if at any point you do not feel completely comfortable with our representation, we will cooperate fully in transferring your matters to new counsel.

3. **Progress.** Close cooperation and frequent communications improve our ability to assist and to complete our work. We will want to discuss with you or your designee the progress of this matter on a regular basis, and would ask that you call us promptly with any new or significant information that could affect our work. In addition, we have made it our practice to

send our clients copies of significant correspondence or filings, so you may keep track of the matter's progress. If you have questions or concerns as we go along, please bring them up promptly so we can address them right away.

4. **Fees and Costs.** As you may know, the Rules of Professional Conduct governing the legal profession require that a lawyer's fee be reasonable. With that consideration in mind, the following sets forth our agreement with respect to fees and expenses in this matter, the payment of costs, the timing and content of billing statements, and the expended payment period.

a. ***Fees Basis.*** I will primarily represent you in this matter. My current hourly rate is \$350. As I deem appropriate, I might use other lawyers and paralegals to assist me.

These rates are set through at least December 31, 2019, and we will not increase this rate for existing clients without first notifying you. Our firm often develops alternative billing arrangements with our clients, and we would be happy to discuss another type of billing with you for a particular project or future work.

b. ***Retainer Arrangement.*** We typically require a retainer to handle new matters. We hold the retainer in our trust fund and apply it against the client's bill on a monthly basis as we render the services contemplated by this agreement. If the retainer has not been exhausted by the time that we complete the work that we have been authorized to do, we will return any balance to you. If the retainer is spent before our work is completed, we will either ask you to stay current in the payment of our monthly statements, or we will ask you to submit another retainer. In either case, we will send you monthly statements describing the services rendered, the amounts charged, and the status of your retainer, and we will expect them to be paid in a timely manner.

In the present case, we will not require an initial retainer from you.

c. ***Costs and Expenses.*** We will expect you to pay our out-of-pocket expenses on your behalf. We do not charge clients for reasonable and usual long distance telephone calls, faxes, copying done in-house, or secretarial time. As to other outside costs, we generally find it easier and more efficient to advance funds on your behalf for minor costs and disbursements for outside services than to ask you to pay a succession of small invoices. We expect to make advances for invoices that do not exceed \$100. We will forward larger items, if any, to you to pay directly, and will try our best to confer with you in advance before obligating you to pay such larger items.

d. ***Payment of Invoices.*** Unless we have made other arrangements with you, our bills are due on receipt, and are considered past due 15 days after the date they bear. We reserve the right to add late charges at the rate of 1.5% per month on an invoice for which we have not received payment by the 30th day after the date it bears. We must reserve the right to

decline to perform further services if any account is 45 days or more past due. Subject to our ethical and professional obligations, you agree that we may terminate our legal services and withdraw from this engagement in such event. You also agree that we may deduct undisputed amounts due us from any litigation or settlement proceeds belonging to you that come into our possession.

5. **Business Associate Agreement.** If your organization is a HIPAA covered entity or business associate, and if CB obtains protected health information ("PHI") from your organization in connection with our legal representation, this letter will function as a Business Associate agreement, which will enable your organization to comply with the HIPAA Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, Subpart E ("Privacy Standards"), the HIPAA Security Standards, 45 C.F.R. Part 160 and Part 164, Subpart C ("Security Standards"), and the HIPAA Breach Notification Regulations, 45 C.F.R. Part 160 and Part 164, Subpart D ("Breach Notification Regulations"), as amended from time to time and at the applicable compliance dates. If CB does not obtain PHI in connection with our representation or is not considered your business associate under HIPAA, the terms of this Section will not apply.

a. ***Use and Disclosure of Protected Health Information:*** CB will use or disclose your organization's PHI only for those purposes necessary to perform legal or other services ("Services"), as otherwise expressly permitted in this Agreement, or as required by law, and will not further use or disclose such PHI. CB agrees that anytime one of its subcontractors creates, receives, maintains, or transmits your PHI on behalf of CB, CB first will enter into a contract with such subcontractor that contains the same terms, conditions, restrictions, and requirements for the use and disclosure of PHI as contained in this Section. To the extent CB is to carry out one or more of your obligations under the Privacy Rule, CB will comply with the requirements of the Privacy Rule that apply to you in the performance of such obligations.

b. ***CB Use or Disclosure of Protected Health Information for Its Own Purposes:*** CB may use or disclose PHI received from your organization for CB's management or administration or to carry out CB's legal responsibilities.

CB may disclose PHI received from your organization to a third party for such purposes only if:

- (1) The disclosure is required by law; or
- (2) CB secures reasonable assurance from the receiving party that the receiving party will: (i) hold the PHI confidentially; (ii) use or disclose the PHI only as required by law or for the purposes for which it was disclosed to the recipient; and (iii) notify CB of any breaches in the confidentiality of the PHI.

c. ***Safeguards:*** CB will implement reasonable administrative, physical and technical safeguards to prevent use or disclosure of PHI received from your organization for purposes other than those permitted by this Agreement and to protect the confidentiality, integrity, and availability of the electronic PHI, if any, that CB creates, receives, maintains, or transmits on behalf of your organization. CB will comply with those provisions of the Security Rule that apply to CB with respect to electronic PHI.

d. ***Reports of Improper Use or Disclosure of Protected Health Information:*** CB will report to your organization any use or disclosure of PHI received from your organization, other than those uses or disclosures permitted by this Agreement. CB also will report to your organization any security incident of which it becomes aware that affects electronic PHI, if any, that CB creates, receives, maintains, or transmits on behalf of your organization. Finally, CB will report to your organization any use or disclosure of Unsecured PHI that constitutes a Breach under the Breach Notification Regulations.

e. ***Access to Protected Health Information:*** Upon request, CB will make available to you PHI in a Designated Record Set received from your organization that is in CB's possession to respond to individual requests for access to PHI.

f. ***Amendment of Protected Health Information:*** Upon request, CB will make available to you PHI in a Designated Records Set received from your organization that is in CB's possession to respond to individual requests to amend PHI.

g. ***Accounting of Disclosures of Protected Health Information:*** Upon request, CB will make available to you information as is required for your organization to respond to individual requests for accounting of disclosures of PHI.

h. ***Access to Books and Records:*** CB will make its internal practices, books, and records specifically relating to the use and disclosure of PHI received from your organization available to the Secretary of the Department of Health and Human Services to the extent required for determining your organization's compliance with the Privacy Standards. Notwithstanding this provision, no attorney-client, accountant-client or other legal privilege will be deemed waived by CB or your organization as a result of this Agreement.

i. ***Termination:*** Your organization may terminate CB's engagement if CB violates a material term of this Section. Before termination, your organization will provide CB with written notice of CB's breach, and afford CB at least thirty days to cure the breach. If CB fails to cure the breach, your organization may terminate the engagement. Your organization will pay all fees and costs due up to termination.

j. ***Return or Destruction of Protected Health Information upon Termination:*** It will not be feasible for CB to return or destroy PHI received from your organization immediately upon termination of the engagement because of our ethical obligations to keep complete client files. CB thus agrees to follow the provisions of this Section for as long as it retains PHI received from your organization, and will limit any further use or disclosure of the PHI to those purposes allowed under this Section, until such time as CB either returns or destroys the PHI received from your organization.

k. ***Compliance with HITECH Act and Its Regulations:*** CB will comply with the requirements of Title XII, Subtitle D of the Health Information Technology for Economic and Clinical Health ("HITECH") Act, codified at 42 U.S.C. §§ 17921-17954, which are applicable to CB, and will comply with all regulations issued by the Department of Health and Human Services to implement the HITECH Act, as of the date by which CB is required to comply with the HITECH Act and its regulations.

l. ***No Third-Party Beneficiaries:*** Nothing in this Agreement will confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities.

m. ***Terms.*** Unless otherwise provided, all terms in this Section have the same meaning as provided under the Privacy Standards, the Security Standards, and the Breach Notification Regulations. The terms of this Section will be construed in light of any applicable interpretation or guidance on these regulations issued by the Department of Health and Human Services.

n. ***Compliance with 42 C.F.R. Part 2.*** If the regulations at 42 C.F.R. Part 2 (the "Part 2" regulations) apply your organization, and if CB obtains information protected by those regulations from your organization in connection with our legal representation, this letter will function as a written agreement with a Qualified Service Organization pursuant to 42 C.F.R. § 2.11, which will enable your organization to comply with 42 C.F.R. Part 2, as amended from time to time and at the applicable compliance dates. CB acknowledges that in receiving, storing, processing or otherwise dealing with any patient records from your organization, it is fully bound by the regulations at 42 C.F.R. Part 2, and if necessary, will resist in judicial proceedings any efforts to obtain access to patient records except as permitted by 42 C.F.R. Part 2. If CB does not obtain information governed by 42 C.F.R. Part 2 in connection with our representation or is not considered your Qualified Service Organization under 42 C.F.R. Part 2, the terms of this subsection (n) will not apply.

Please sign and return a copy of this letter to us in order to confirm your agreement to these provisions. Call me directly with any questions.

Shelley McPherson
Gila County
October 27, 2020
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We look forward to representing the Local Boards. If you have any questions concerning these matters, please let me know promptly. If you ever wish to discuss any matter relating to our legal representation, please do not hesitate to call me.

Best Regards,

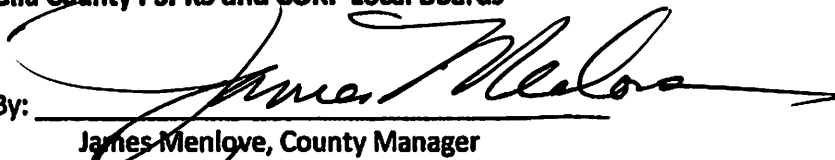


Kathy A. Steadman

KAS/slm

APPROVED AND AGREED TO—SPECIFICALLY
INCLUDING CONFLICT WAIVERS AND
ACKNOWLEDGEMENT IN SECTIONS 2a, 2b, AND 2c:

Gila County PSPRS and CORP Local Boards

By: 
James Menlove, County Manager

Date: 4.21.2021

ARF-6597

Consent Agenda Item 4. G.

Regular BOS Meeting

Meeting Date: 05/18/2021

Submitted For: Mary Springer, Finance Director

Submitted By: Stacey Espinoza, Administrative Assistant

Department: Finance

Fiscal Year: FY 20-21 Budgeted?: Yes

Contract Dates 04-21-2021 - Grant?: No

Begin & End: 04-30-2021

Matching No Fund?: New

Requirement?:

Information

Request/Subject

Professional Services Contract No. 040820 with Community Alliance Consulting signed by the County Manager.

Background Information

Gila County was informed that the U.S. Department of Health and Human Services (HHS) Office of Minority Health was offering localities funding to partner with community organizations to connect minority, underserved populations with vital services, and promote pandemic safety measures in an effort to encourage COVID-19 vaccination among underserved populations. Based on the County's demographics, and continued risks from COVID-19 outbreaks, as well as the County's outstanding track record in vaccinations, it is believed the County is a prime candidate for this funding. In this situation, the County does not have the current capacity to put together such a detailed application under the current timetable and have requested assistance.

The Board of Supervisors has authorized the County Manager to sign contracts which are under \$50,000. Any amendments to a contract may not exceed a contract amount totaling under \$50,000.

Evaluation

Grant assistance from Community Alliance Consulting for funding from the HHS Office to partner with community organizations to connect minority, underserved populations with vital services, and promote pandemic safety measures is an effort to encourage COVID-19 vaccinations among underserved populations.

Professional Services Contract No. 040820 is in place through April 30, 2021 for a not to exceed amount of \$7,800.

Conclusion

Health and Emergency Management Department staff recommended the assistance from Community Alliance Consulting for the grant application process.

Recommendation

This contract was approved on April 21, 2021, by the County Manager in a not to exceed the amount of \$7,800.

Suggested Motion

Acknowledgment of Professional Services Contract No. 040820-*Grant Application Assistance* with Community Alliance Consulting in a not to exceed amount of \$7,800 through April 30, 2021 that was signed by the County Manager on April 21, 2021.

Attachments

Professional Services Contract No. 040820

PROFESSIONAL SERVICES CONTRACT NO. 040820
GRANT APPLICATION ASSISTANCE
(ADVANCING HEALTH LITERACY TO ENHANCE COMMUNITY EQUITABLE RESPONSES TO COVID-19)
HEALTH AND EMERGENCY SERVICES

THIS AGREEMENT, made and entered into this 21st day of April, 2021, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Community Alliance Consulting, 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 **Health and Emergency 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 **Professional Services Contract 040820** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Professional Services Contract 040820** 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 **Professional Services Contract 040820**, 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 |
|-----------------------------|-------------|

- 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 St., Globe, AZ, 85501** or email to bhurst@gilacountyaz.gov.

The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

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

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

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

Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or Services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted. In the event of failure of Contractor to correct defects in or replace nonconforming goods or Services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and Services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

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

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

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

ARTICLE 10 – NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or Services covered under this Addendum.

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

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

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

ARTICLE 14– TERM: The Contract commences on the date it is signed by the County Manager and remains in effect through April 30, 2021.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid an amount not to exceed \$7,800.00 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, Professional Services Contract No. 040820 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY



James Menlove, County Manager

COMMUNITY ALLIANCE CONSULTING



Signature

Date: 4.21.2021

Aimee L Sitzer

Print Name



COMMUNITY ALLIANCE CONSULTING RATE AGREEMENT

This rate agreement is effective as of April 5, 2021 through April 30, 2021, by and between Community Alliance Consulting, of 1366 W Nopal Avenue, Mesa, AZ, 85202 and Gila County Division of Health and Emergency Management (GCDHEM) of 5515 South Apache Avenue Globe, AZ, 85501.

PURPOSE: The purpose of this agreement is to provide professional services that support GCDHEW's grant application for the HHS (Advancing Health Literacy to Enhance Community Equitable Responses to COVID-19) COVID-19 grant.

SCOPE OF WORK AND DELIVERABLES: Community Alliance Consulting will provide the following work at a fixed rate.

| Deliverables | Compensation |
|--|----------------|
| <p>Contractor services include:</p> <ul style="list-style-type: none"> - Application division and organization - Meeting agenda creation and timeline development, and task management - Lead meetings according to timeline, decision points, and tasks - Note taking and active listening to design program approach - Consultative guidance and suggestions, when requested or needed - Community Partner outreach and collaborative meetings - Lead authorship and editing for narrative sections of grant and any relevant attachments (e.g., implementation plans or logic models) - Ensure alignment / offer editing to reconcile narrative and non-narrative sections - Assist with the submission of the grant application as needed - Prepare a scope of work/services that can later be use for the procurement process to solicit public proposals, should Gila County be awarded the Advancing Health Literacy to Enhance Community Equitable Responses to COVID-19 grant. | <p>\$7,800</p> |

COMPENSATION AND PAYMENT SCHEDULE: Community Alliance Consulting will invoice GCDHEM monthly on net15 payment terms.

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

TERMINATION GCDHEM and Community Alliance Consulting reserve the right to terminate the contract at any time, without penalty or recourse, by giving written notice at least fourteen (14)



days prior to the effective date of such termination. Community Alliance Consulting shall be entitled to receive just and equitable compensation for that work completed prior to the effective date of termination.

ACCEPTANCE OF TERMS AND CONDITIONS: Please indicate your acceptance of the proposed rate sheet by signing and returning the enclosed copy of this agreement.

A handwritten signature in black ink, appearing to read "James Menlove".

James Menlove, County Manager

4.25.2021

Date

A handwritten signature in black ink, appearing to read "Aimee Sitzler".

Aimee Sitzler, Owner/Principal, Community Alliance Consulting

Date

ARF-6592

Consent Agenda Item 4. H.

Regular BOS Meeting

Meeting Date: 05/18/2021

Submitted For: Mary Springer, Finance Director

Submitted By: Stacey Espinoza, Administrative Assistant

Department: Finance

Fiscal Year: FY 20-21 Budgeted?: Yes

Contract Dates 04-01-21 - 03-31-22 Grant?: No

Begin & End:

Matching No Fund?: New

Requirement?:

Information

Request/Subject

Amendment No. 1 to Professional Services Contract No. 040520 with Laboratory Corporation of America signed by the County Manager.

Background Information

On July 21, 2020, the County Manager approved Professional Services Agreement No. 040520 with Laboratory Corporation of America regarding HIV care and services. The agreement began on April 1, 2020 through March 31, 2021 for a not to exceed the amount of \$7,000 without prior written approval from the County.

Laboratory Corporation of America is a contractor which provides laboratory testing for HIV care and services. Amendment No. 1 will serve to renew the contract for another year, from April 1, 2021 to March 31, 2022, for a not to exceed the amount of \$7,000 without prior written approval from the County.

The Board of Supervisors has authorized the County Manager to sign contracts which are under \$50,000. Any amendments to a contract may not exceed a contract amount totaling under \$50,000.

Evaluation

The contractor will provide laboratory testing for HIV care and services.

Conclusion

Staff recommended the continuation of the contract with Laboratory Corporation of America to provide HIV care and services for another year at the same cost. The County Manager signed Amendment No. 1 to Professional Services Contract No. 040520 on April 15, 2021.

Recommendation

Amendment No. 1 to Professional Services Contract No. 040520 was signed by the County Manager on April 15, 2021.

Suggested Motion

Acknowledgment of Amendment No. 1 to Professional Services Contract No. 040520-*HIV Care and Services* with Laboratory Corporation of America which renewed the contract for one year, from April 1, 2021 to March 31, 2022, for a not to exceed amount of \$7,000 without prior written approval by the County that was signed by the County Manager on April 15, 2021.

Attachments

Amendment No. 1 to Professional Services Contract No. 040520 with Laboratory Corporation of America
Professional Services Contract No. 040520



AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT NO 040520

The following amendments are hereby incorporated into the contract documents for the below stated project:

HIV CARE AND SERVICES

LABORATORY CORPORATION OF AMERICA

Effective July 21, 2020, Gila County and Laboratory Corporation of America entered into a contract whereby Laboratory Corporation of America agreed to provide laboratory testing for HIV Care and Services.

The contract expires March 31, 2020. Per page 5, Article X-Term, of the contract, Gila County has the right, at its sole option, to renew the contract for as many as five (5) additional one (1) year periods.

Amendment No. 1 to Professional Services Contract No. 040520 will allow for Gila County to exercise the option to renew the term of the agreement for one (1) one (1) year term, from April 01, 2021 to March 31, 2022.

Contractor will continue to bill for services pursuant to Article XI – Payment, of the original contract, but in no event shall charges for the April 1, 2021 to March 31, 2022 extension exceed \$7,000.00 without prior written agreement of the County.

All other terms and conditions of the original agreement shall remain in full force and affect during the April 1, 2017 to March 31, 2018 term of the contract.

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 15th day of April, 2021.

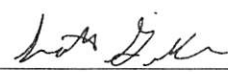
GILA COUNTY:


James Menlove, County Manager

Date:

4.15.2021

LABORATORY CORPORATION OF AMERICA


Signature

Scott Gillum

Print Name

PROFESSIONAL SERVICES AGREEMENT 040520
HIV Care and Services

THIS AGREEMENT, made and entered into this 21st of July, 2020, by and between Gila County, a political subdivision of the State of Arizona, hereinafter designated the **County**, and **Laboratory Corporation of America**, A Delaware Corporation, hereinafter designated the Subcontractor.

WITNESSETH: That the Subcontractor, for and in consideration of the sum to be paid him/her by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE I – SCOPE OF SERVICES: The subcontractor shall provide services for the Gila County Health Department in support of the missions of the Ryan White Part B Program and the HIV Care and Service Program at the Gila County Health Department.

Ryan White Part B Program and the HIV Care and Services Program at the Gila County Health Department
The subcontractor shall assist in the fulfillment of the Counties contract with the Arizona Department of Health Services for HIV Care and Services, *Contract No.* ADHS18-193949.

The subcontractor agrees to obtain and keep current any and all State of Arizona licenses, certifications, and accreditations, and agrees that they possess experience necessary to provide services under the Ryan White Part B Program. If at any time during the term of the contract the subcontractor's licenses/certifications are revoked or rendered invalid, this agreement shall be terminated.

Duties/Responsibilities

The subcontractor shall support the missions of the Ryan White Part B Program and the HIV Care and Services Program at the Gila County Health Department in providing reference clinical laboratory testing services. The subcontractor agrees to be part of the treatment network for people who do not have the ability to pay for annual checkups, labs, and long-term treatment. The subcontractor will provide specialty care to underserved people in communities whom we serve according to the Arizona Department of Health and Human Services (AHDS) guide lines and the most up-to-date standards for HIV patient care.

To the extent applicable to a reference clinical laboratory, Subcontractor agrees to:

1. Provide the County Health Department a copy of their current certifications and licensure requirements necessary to fulfill their responsibilities.
2. Notify the Ryan White Program Coordinator when a client has come for an appointment for the purposes of reporting client encounters.
3. Work with clients' case managers, primary care providers, and HIV care providers to coordinate comprehensive care.

GENERAL SCOPE

Reports and Records

The record on a client shall be retained in the County Health Department office.

The subcontractor is familiar with all record-retention and confidentiality requirements set forth in the ADHS contract and applicable federal and state laws and shall strictly comply with all such requirements in handling client records and information.

Non-Assignment

The subcontractor shall not assign any right or interest in this agreement without the Health Department Director's prior written approval, nor shall the subcontractor delegate or subcontract any duty hereunder without the County's prior written approval. Any purported assignment, delegation or subcontract without the Director's prior written approval shall be void.

Independent Contractor

In providing services hereunder, the subcontractor is an independent contractor and shall not be deemed an employee of Gila County and shall not be entitled to any benefits provided to Gila County employees. Taxes, Social Security and other amounts customarily withheld from the earnings of employees shall not be withheld from the compensation paid to the subcontractor.

ARTICLE II – FEES: As full and complete compensation for the services to be provided hereunder, Gila County shall pay to the subcontractor fees from the Ryan White Part B Program at the AHCCCS Allowable Rates for services pursuant to <http://www.azahcccs.gov/commercial/ProviderBilling/rates/rates.aspx>. Bills for services to Ryan White services must be received within thirty days (30) days of the billable services to:

Ryan White Part B Program
Malinda Benedetto
5515 S. Apache Avenue, Suite 100
Globe, AZ 85501

ARTICLE III – TERMINATION: Contract shall terminate thirty (30) days after written notice is received by either party to the other. Upon receipt of the notice, work in progress will be completed and any summaries and/or status reports shall be prepared and submitted, all within thirty (30) days. The County's financial obligation shall cover only the work performed up to the notice to terminate plus thirty (30) days, and not work completed thereafter. The Subcontractor shall send the written notice to the following address:

Ryan White Part B Program
Malinda Benedetto
5515 S. Apache Avenue, Suite 100
Globe, AZ 85501

Gila County shall send the written notice to Subcontractor at the following address:

Laboratory Corporation of America

With a copy to:
Laboratory Corporation of America Holdings
531 S. Spring St.
Burlington, NC 27215
Attention: Law Department

ARTICLE IV - INDEMNIFICATION CLAUSE: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all third party 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 V – INSURANCE REQUIREMENTS: The subcontractor shall maintain in force during the term of this agreement, at the subcontractor's expense, professional liability insurance, in the amount of no less than \$1,000,000.00 per occurrence and \$3,000,000.00 in the aggregate and such other insurance as the County Risk Manager may reasonably require. The subcontractor shall provide Gila County with certificates of insurance evidencing all required policies and shall notify the County of any cancellation or decrease in the amount of coverage at least thirty (30) days before the effective date of such cancellation or decrease.

ARTICLE VI – ASSIGNMENTS AND SUBCONTRACTS: No rights or obligations of the subcontractor under this agreement shall be assigned. No rights or obligations of the subcontractor under this agreement shall be subcontracted by the subcontractor without approval of the County. All subcontracts shall incorporate the laws, rules, and regulations governing this agreement..

ARTICLE VII – LEGAL ARIZONA WORKERS ACT COMPLIANCE: As required by A.R.S. § 41-4401, Contractor hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Contractor further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the e-verify program.

If Contractor uses any subcontractors in performance of the Agreement, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the e-verify program. A breach of this warranty shall be deemed a material breach of the Agreement subject to penalties up to and including termination of this Agreement. Contractor shall not be deemed in material breach if it and its subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the e-verify requirements contained in A.R.S. § 23-214(A). The County retains the legal right to inspect the papers of the Contractor and its subcontractors engaged in performance of this Agreement to ensure that the Contractor and its subcontractors are complying with the warranty.

Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

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

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

ARTICLE X – TERM: The term of the contract shall commence on April 1, 2020 and continue in full force and effect up through and including March 31, 2021, unless terminated, canceled or extended as otherwise provided herein. The subcontractor agrees that Gila County shall have the right, at its sole option, to renew the contract for five additional one-year periods. In the event the County exercises such a right, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period.

ARTICLE XI – PAYMENT: Subcontractor shall be paid pursuant to Article II of this agreement, but in no event shall payment *exceed* \$7,000.00 for the contract term without prior written approval from the County.

Gila County employs a "Net 15" payment term for professional services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the subcontractor. Purchase orders sent to the subcontractor reflect these terms and conditions and they apply to all invoices received by the County.

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

IN WITNESS WHEREOF, two (2) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY MANAGER


James Menlove

Date 7-21-20

LABORATORY CORPORATION OF AMERICA


Laboratory Corporation of America

Scott Gillum
Print Name

ARF-6591

Consent Agenda Item 4. I.

Regular BOS Meeting

Meeting Date: 05/18/2021

Submitted For: Mary Springer, Finance Director

Submitted By: Stacey Espinoza, Administrative Assistant

Department: Finance

Fiscal Year: FY 20-21 Budgeted?: Yes

Contract Dates 04-01-21 - 03-31-22 Grant?: No

Begin & End:

Matching No Fund?: New

Requirement?:

Information

Request/Subject

Amendment No. 2 to Professional Services Contract No. 040919-1 signed by the County Manager.

Background Information

Professional Services Contract No. 040919-1 was signed by Jacque Sanders, Deputy County Manager, on behalf of the County Manager on April 1, 2019. It was a one-year contract, from April 1, 2019 to March 31, 2020, in a not to exceed the amount of \$11,000 without prior written approval by the County. The contract allowed for five one-year renewals.

Amendment No. 1 to Professional Services Contract No. 040919-1 was signed by Ms. Sanders on behalf of the County Manager on April 7, 2020, to renew the contract for an additional year through March 31, 2021, with the same yearly contract amount.

Barbara Stone MSW, BSN, RN, FNP-C, PMHNP-C is a contractor who will provide HIV care and group and individual counseling services.

The Board of Supervisors has authorized the County Manager to sign contracts which are under \$50,000. Any amendments to a contract may not exceed a contract amount totaling under \$50,000.

Evaluation

Amendment No. 2 to Professional Services Contract No. 040919-1 will allow Ms. Stone to continue providing group and individual counseling services related to HIV care and services for another year through March 31, 2022.

Conclusion

Staff recommended the continuation of the contract with Ms. Stone. Amendment No. 2 to Professional Services Contract No. 04091-1 was signed by the County Manager on April 5, 2021.

Recommendation

Amendment No. 2 to Professional Services Contract No. 040919-1 was signed by the County Manager on April 5, 2021.

Suggested Motion

Acknowledgment of Amendment No. 2 to Professional Services Contract No. 040919-1-*HIV Care and Services* with Barbara Stone which renewed the contract for one year, from April 1, 2021 to March 31, 2022, for a not to exceed amount of \$11,000 without prior written approval by the County, and which was approved by the County Manager on April 5, 2021.

Attachments

Amendment No. 2 to Professional Services Contract No. 040919-1 with Barbara Stone MSW, BSN, RN, FNP-C, PMHNP-C

Professional Services Agreement 040919-1 with Barbara Stone, MSW, BSN, RN, FNP-C, PMHNP-C

Amendment No. 1 to Professional Services Contract No. 040919-1 with Barbara Stone, MSW, BSN, RN, FNP-C, PMHNP-C



AMENDMENT NO. 2 TO PROFESSIONAL SERVICES CONTRACT NO. 040919-1

The following amendments are hereby incorporated into the contract documents for the below stated project:

**PROFESSIONAL SERVICES CONTRACT 040919-1
HIV CARE AND SERVICES**

HEALTH & EMERGENCY MANAGEMENT

Effective April 01, 2019, Gila County and Barbara Stone MSW, BSN, RN, FNP-C, PMHNP-C entered into a contract whereby Barbara Stone MSW, BSN, RN, FNP-C, PMHNP-C agreed to provide HIV Care and Services.

Amendment No. 1 to Professional Services Contract No. 040919-1, was executed on April 7, 2020 to allow for Gila County to exercise the option to renew the term of the Contract for one (1) one (1) year term, from April 01, 2020 to March 31, 2021.

Professional Services Contract No. 040919-1 expires on March 31, 2021. Per Article X-Term, Gila County shall have the right, at its sole option, to renew the contract for five (5) additional (1) year periods.


Amendment No. 2 to Professional Services Contract No. 040919-1, will allow for Gila County to exercise the option to renew the term of the Contract for one (1) one (1) year term, from April 01, 2021 to March 31, 2022.

The Consultant will continue to bill for services pursuant to Article XI – Payment, of the original contract, but in no event shall charges for the April 01, 2021 to March 31, 2022 exceed \$11,000.00 without prior written agreement of the County.

All other terms and conditions of the original contract shall remain in full force and affect during the April 01, 2021 to March 31, 2022 renewal period.

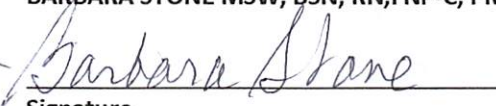
IN WITNESS WHEREOF, two (2) identical copies of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 5th day of April, 2021.

GILA COUNTY:


James Menlove, County Manager

Date: 4-5-2021

BARBARA STONE MSW, BSN, RN, FNP-C, PMHNP-C


Signature

Barbara Stone
Print Name



AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT NO. 040919-1

The following amendments are hereby incorporated into the contract documents for the below stated project:

**PROFESSIONAL SERVICES CONTRACT 040919-1
HIV CARE AND SERVICES**

HEALTH & EMERGENCY MANAGEMENT

Effective April 01, 2019, Gila County and Barbara Stone MSW, BSN, RN,FNP-C, PMHNP-C entered into a contract whereby Barbara Stone MSW, BSN, RN,FNP-C, PMHNP-C agreed to provide HIV Care and Services.

Professional Services Contract No. 040919-1 expires on March 31, 2020. Per Article X-Term, Gila County shall have the right, at its sole option, to renew the contract for five (5) additional (1) year periods.

Amendment No. 1 to Professional Services Contract No. 040919-1, will allow for Gila County to exercise the option to renew the term of the Contract for one (1) one (1) year term, from April 01, 2020 to March 31, 2021.

The Consultant will continue to bill for services pursuant to Article XI - Payment, of the original contract, but in no event shall charges for the April 01, 2020 to March 31, exceed \$11,000.00 without prior written agreement of the County.

All other terms and conditions of the original contract shall remain in full force and affect during the April 01, 2020 to March 31, 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 7th day of April, 2020.

GILA COUNTY:

James Menlove
FOR: James Menlove, County Manager

BARBARA STONE MSW, BSN, RN,FNP-C, PMHNP-C

Barbara Stone, NP-C
Signature

Date: 4/7/2020

Barbara Stone, NP-C
Print Name

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT NO. 040019-1

The following amendments are hereby incorporated into the contract documents for the below stated project:



PROFESSIONAL SERVICES CONTRACT 040019-1
HIV CARE AND SERVICES
HEALTH & HUMAN SERVICES MANAGEMENT

Effective April 01, 2020, the County and the Contractor have agreed to provide HIV Care and Services to the County. The Contractor, HEALTH & HUMAN SERVICES MANAGEMENT, has agreed to provide the following services:

Contract No. 040019-1 expires on March 31, 2020. For Article X-terms of the contract, the County shall have the right, at its sole option, to renew the contract for (1) one (1) year or (2) additional (1) year or more.

Contract No. 040019-1 to Professional Services Contract No. 040019-1 will allow for this County to also have the option to renew the term of the contract for one (1) year term, from April 01, 2020 to March 31, 2021.

The Contractor will continue to bill the services pursuant to Article X - Payment of the original contract for the period of the April 01, 2020 to March 31, 2020. All other terms and conditions of the County shall remain in full force and effect during the term of this amendment.

All other terms and conditions of the original contract shall remain in full force and effect during the term of this amendment.

IN WITNESS WHEREOF, the County and the Contractor have hereunto set their hands and seals on this 1st day of April, 2020.

BARBARA STONE MESA, DIST. CLERK OF COUNTY

CLERK OF COUNTY

[Signature]
Barbara Stone Mesa
District Clerk of County

[Signature]
Clerk of County

[Signature]
Print Name

Date



AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT NO. 040919-1

The following amendments are hereby incorporated into the contract documents for the below stated project:

**PROFESSIONAL SERVICES CONTRACT 040919-1
HIV CARE AND SERVICES**

HEALTH & EMERGENCY MANAGEMENT

Effective April 01, 2019, Gila County and Barbara Stone MSW, BSN, RN, FNP-C, PMHNP-C entered into a contract whereby Barbara Stone MSW, BSN, RN, FNP-C, PMHNP-C agreed to provide HIV Care and Services.

Professional Services Contract No. 040919-1 expires on March 31, 2020. Per Article X-Term, Gila County shall have the right, at its sole option, to renew the contract for five (5) additional (1) year periods.

Amendment No. 1 to Professional Services Contract No. 040919-1, will allow for Gila County to exercise the option to renew the term of the Contract for one (1) one (1) year term, from April 01, 2020 to March 31, 2021.

The Consultant will continue to bill for services pursuant to Article XI - Payment, of the original contract, but in no event shall charges for the April 01, 2020 to March 31, exceed \$11,000.00 without prior written agreement of the County.

All other terms and conditions of the original contract shall remain in full force and affect during the April 01, 2020 to March 31, 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 7th day of April, 2020.

GILA COUNTY:

FOR James Menlove
James Menlove, County Manager

BARBARA STONE MSW, BSN, RN, FNP-C, PMHNP-C

Barbara Stone, NP-C
Signature

Date: 4-7-2020

Barbara Stone, NP-C
Print Name

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT NO. 040919-1

The following amendments and other information are incorporated into the contract documents for the job as stated in section



PROFESSIONAL SERVICES CONTRACT 040919-1
MVA CLAIM AND SERVICES

TREATMENT - EMERGENCY MANAGEMENT

Effective April 01, 2020 the County and the County Board of Supervisors (the "County") have entered into a contract with the County Board of Supervisors (the "County Board") to provide the following services:

Professional Services Contract No. 040919-1 expires on March 31, 2020. The County and the County Board of Supervisors have the right at its sole option to renew the contract for a (5) additional (1) year period.

Amendment No. 1 to Professional Services Contract No. 040919-1 will allow for the County to exercise the option to renew the term of the Contract for one (1) year term from April 01, 2020 to March 31, 2021.

The Government will continue to bill for services pursuant to Article XI - Payment of the original contract in no event shall charges for the April 01, 2020 - March 31, 2020 exceed \$1,000.00 without prior written agreement of the County.

All other terms and conditions of the original contract shall remain in full force and effect during the April 01, 2020 to March 31, 2021 renewal period.

Two (2) identical copies of this contract, one of which shall remain with the County Board of Supervisors and the other shall be deemed an original if the original has been lost or destroyed by the parties. This document is the same as the original document on the date of 03/31/2020.

BARBARA STONE WISW, BOARD SUPERVISOR

CLERK COUNTY

[Signature]
Signature

[Signature]
Signature

[Signature]
Title

[Signature]
Title



AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT NO. 040919-1

The following amendments are hereby incorporated into the contract documents for the below stated project:

**PROFESSIONAL SERVICES CONTRACT 040919-1
HIV CARE AND SERVICES**

HEALTH & EMERGENCY MANAGEMENT

Effective April 01, 2019, Gila County and Barbara Stone MSW, BSN, RN, FNP-C, PMHNP-C entered into a contract whereby Barbara Stone MSW, BSN, RN, FNP-C, PMHNP-C agreed to provide HIV Care and Services.

Professional Services Contract No. 040919-1 expires on March 31, 2020. Per Article X-Term, Gila County shall have the right, at its sole option, to renew the contract for five (5) additional (1) year periods.

Amendment No. 1 to Professional Services Contract No. 040919-1, will allow for Gila County to exercise the option to renew the term of the Contract for one (1) one (1) year term, from April 01, 2020 to March 31, 2021.

The Consultant will continue to bill for services pursuant to Article XI – Payment, of the original contract, but in no event shall charges for the April 01, 2020 to March 31, exceed \$11,000.00 without prior written agreement of the County.

All other terms and conditions of the original contract shall remain in full force and affect during the April 01, 2020 to March 31, 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 7th day of April, 2020.

GILA COUNTY:

James Menlove
FOR: _____
James Menlove, County Manager

Date: 4-7-2020

BARBARA STONE MSW, BSN, RN, FNP-C, PMHNP-C

Barbara Stone, NP-C

Signature

Barbara Stone, NP-C

Print Name

ARF-6626

Consent Agenda Item 4. J.

Regular BOS Meeting

Meeting Date: 05/18/2021

Reporting May 4, 2021

Period:

Submitted For: Marian Sheppard, Clerk of the Board

Submitted By: Melissa Henderson, Deputy Clerk

Information

Subject

Board of Supervisors' May 4, 2021 Meeting Minutes.

Suggested Motion

Approval of the Board of Supervisors' May 4, 2021 meeting minutes.

Attachments

05-04-21 Meeting Minutes

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

Date: May 4, 2021

TIM R. HUMPHREY
Chairman

MARIAN SHEPPARD
Clerk of the Board

STEVE CHRISTENSEN
Vice-Chairman

By: Marian Sheppard

WOODY CLINE
Member

Gila County Courthouse
Globe, Arizona

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

STAFF PRESENT: W. James Menlove, County Manager; Jefferson R. Dalton, Deputy Gila County Attorney and Civil Bureau Chief; Jessica Scibelli, Deputy County Attorney; Marian Sheppard, Clerk of the Board; and Melissa Henderson, Deputy Clerk of the Board.

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

Chairman Humphrey called the Regular Meeting to order at 10:00 a.m. this date in the Board of Supervisors' hearing room. Jordan Reardon led the Pledge of Allegiance and Pastor Rich Richey from the First Nazarene Church of Payson delivered the invocation.

Item 2 – PUBLIC HEARINGS:

A. Information/Discussion/Action to approve, deny or modify Conditional Use Permit application number CUPP2102-002 to allow a 3-story, 39-foot-tall building height for a single-family residence, measured from grade level to the mean height between the eaves and roof ridge, in a Residential 1 Limited Use District in the Hunter Creek Ranch subdivision northeast of Payson, Arizona.

Randall Pluimer, Interim Community Development Department Director, presented this agenda item. The following information is contained in the staff report for this item which accurately depicts the events leading up to this public hearing, as follows: *In January 2021, the owners inquired about the project with our Building and Safety Division regarding the design of the residence. During this inquiry, it was discovered that the height of the home was projected to be taller than what is allowed in an R1L Use District per the Zoning*

Ordinance. On January 13, 2021, a pre-application meeting was held to discuss the Conditional Use Permitting (CUP) process. A CUP was applied for on February 3, 2021. To fulfill the CUP requirement of the Gila County Zoning Ordinance, the applicant held a neighborhood meeting on February 15, 2021. Three property owners within the area attended the meeting who indicated they had no opposition to the CUP. No other neighbors attended the meeting and staff has not received any correspondence from any other neighbors to date. The Planning and Zoning Commission held a public hearing on March 18, 2021. The meeting was noticed per the requirements of A.R.S. § 11-814 and the Gila County Zoning Ordinance. The Commissioners voted 7 to 0 to recommend to the Board of Supervisors' approval of the CUP application with 1 commissioner absent.

Chairman Humphrey opened the public hearing. There were not any comments, so he closed the public hearing and asked for a Board motion. Upon motion by Vice-Chairman Christensen, seconded by Supervisor Cline, the Board unanimously approved Conditional Use Permit Application Number CUPP2102-002.

Item 3 - REGULAR AGENDA ITEMS:

A. Information/Discussion/Action to acknowledge the resignation of all members of the Gila County Fair and Racing Commission and to present a recognition award to each member.

Jacque Sanders, Deputy County Manager and District Librarian, addressed this agenda item. On February 25, 2021, William Byrne, Fair and Racing Commission (Commission) Chairman, sent a letter to the Board of Supervisors informing the Board that all current 6 members of the Commission have resigned. There was one vacancy. Ms. Sanders stated that most of the members' terms of office were due to expire at the end of 2021 and a couple of them were due to expire at the end of 2023. She advised that the following Commission members were present: William Byrne and Melva Enders. Mr. Byrne thanked the Board members for recognizing the efforts of the Commission members. He stated, "It has been a rewarding experience for the past 40 years to work with all of the different Supervisors over the years. It came to the time to move on and hopefully, some new blood will come on because we still believe there is a purpose for this Commission. Our deepest desire is to see the fairgrounds continue to grow and be utilized more. I hope this Board and future boards will take advantage of the fairgrounds and utilize it for different events. I will be happy to talk about suggestions. We still have funding to utilize it to the most. Unfortunately, a lot of members could not be here today." Each Board member expressed their appreciation to Mr. Byrne, Ms. Enders, and the other Commission members for their dedication to the Commission.

Upon motion by Supervisor Cline, seconded by Vice-Chairman Christensen, the Board unanimously acknowledged the resignation of all members of the Gila County Fair and Racing Commission.

On behalf of the Board, Chairman Humphrey presented an engraved copper splash to Mr. Byrne and Ms. Enders. He stated that a copper splash will be given to the other Commission members.

B. Information/Discussion/Action to authorize the Sheriff's Office electronic submission of a Proposition 207 Funding Application and accept Proposition 207 Funding grant award (Contract No. 2021-207-021) in the amount of \$130,628 from the Governor's Office of Highway Safety that will be used to purchase (2) fully equipped police package vehicles.

Matthew Binney, Undersheriff, advised that the Sheriff's Office submitted the Funding Application to obtain funds for the purchase of 4 fully equipped police package vehicles. The grant award in the amount of \$130,628 is sufficient to purchase two fully equipped police package vehicles.

Upon motion by Vice-Chairman Christensen, seconded by Supervisor Cline, the Board unanimously authorized the electronic submission of a Proposition 207 Funding Application and accepted the grant award of Contract No. 2021-207-021 in the amount of \$130,628.

C. Information/Discussion/Action to authorize the Sheriff's Office electronic submission of an FY2022 Drug, Gang and Violent Crime Control Grant Application in the amount of \$618,629.05 submitted to the Arizona Criminal Justice Commission to renew grant funding that will be used for the salaries and benefits of the Gila County Sheriff's Office Drug, Gang and Violent Crimes Task Force.

Undersheriff Binney advised that this Grant Application is being submitted as a renewal to receive grant funding that will be used for the salaries and benefits of the Gila County Sheriff's Office Drug, Gang and Violent Crimes Task Force. Supervisor Cline inquired if the grant funds help to increase the number of Task Force members. Undersheriff Binney replied that the Sheriff's Office continually struggles to hire new employees, but the hope is to increase the number of Task Force members.

Upon motion by Supervisor Cline, seconded by Vice-Chairman Christensen, the Board unanimously authorized the electronic submission of a FY2022 Drug, Gang and Violent Crime Control Grant Application in the amount of \$618,629.05.

D. Information/Discussion/Action to award indigent defense contracts to the following attorneys based upon the recommendation of Court

Administration- Weagant Law Office, PLC; and Alexander Legal resulting from a request for qualifications No. 111020: and authorize the Chairman's signature on the award contracts.

Jonathan Bearup, Superior Court Administrator, advised that over the past two years, Court Administration and the Gila County Finance Department have undergone procurement solicitations to formalize the selection process for current and future attorneys. The current procurement introduced evaluation and selection of attorneys to represent indigent citizens in juvenile dependency cases; probate; Guardian ad Litem assignments; and appointments as a “Best Interest Attorney.” The contract requests represent the results of that solicitation and selection process. Mr. Bearup stated that the Presiding Judge recommends that the Board of Supervisors award contracts with Weagant Law Office, PLC, and Alexander Legal in response to Request for Qualification No. 111020.

Upon motion by Vice-Chairman Christensen, seconded by Supervisor Cline, the Board unanimously awarded indigent defense contracts to Weagant Law Office, PLC, and Alexander Legal.

E. Information/Discussion/Action to allow for on-call design and/or architectural services for projects costing \$100,000 or less each with any one or more than one of the following firms: Canyon Country Design, and GH2 Architects.

Homero Vela, Assistant County Manager, advised that the Facilities Management Department is putting together a 5-year plan which includes 37 various projects, some large and some small. He stated, “This list hopefully won’t increase, but it may change over time.” Mr. Vela stated that out of five firms that answered Request for Qualifications No. 012021, two companies were selected. Each contract amount shall not exceed \$100,000 per year. Staff doubts that the companies will reach that threshold with the current list of planned projects. Each contract is for a period of 1 year and may be renewed for four additional one-year periods at the discretion of the Board.

Upon motion by Supervisor Cline, seconded by Vice-Chairman Christensen, the Board unanimously awarded a contract to Canyon Country Design for a not to exceed amount of \$100,000 per year, and it awarded a contract to GH2 Architects for a not to exceed amount of \$100,000 per year.

F. Information/Discussion/Action to direct the Health and Emergency Management Department Director to provide the Humane Society of Central Arizona, Inc. with the required 30-day written cancellation notice to terminate Impound Agreement No. 016720 that is used to provide sheltering services for stray animals in northern Gila County.

Michael O'Driscoll, Health and Emergency Management Department Director, advised that this request is the result of two past events: One year ago, the Board of Supervisors authorized the construction of a new County Animal Shelter facility at the Gila County Fairgrounds in Globe; and in 2020, the Town of Star Valley contracted with the Town of Payson Police Department to provide animal control services instead of Gila County Animal Control reducing the number of animals needing to be sheltered by the Humane Society for Gila County Animal Control. From January 1, 2018 to December 31, 2020, Mr. O'Driscoll stated that the County brought 57 dogs, 1 pig, and 1 hawk to the Humane Society of Central AZ for sheltering. He added that with the increased capacity at the County's new Animal Shelter facility, it will be more efficient and fiscally responsible to transport and house animals from northern Gila County in the new Animal Shelter. Mr. O'Driscoll advised that he met with the Director of the Humane Society of Central Arizona, Inc. and she agrees.

Upon motion by Vice-Christensen, seconded by Supervisor Cline, the Board unanimously directed Mr. O'Driscoll to provide the Humane Society of Central Arizona, Inc. with a 30-day written cancellation notice to terminate Impound Agreement No. 016720.

G. Information/Discussion/Action to approve Amendment No. 5 to an Intergovernmental Agreement (Contract No. ADHS18-177678) between Gila County and the Arizona Department of Health Services which includes funding for an additional \$300,762 that will be used to enhance COVID-19 activities.

Mr. O'Driscoll advised that Amendment No. 5 provides funding that will allow the Gila County Health Department to continue to enhance COVID-19 activities and vaccination efforts. Supervisor Cline commented that if vaccines and other COVID-19 related activities are tapering off, he inquired as to the likelihood that all the COVID-19 money received will be spent. Mr. O'Driscoll replied that is always a concern; however, some of the money received is applied to salaries which equates to several hundred thousand dollars. He also advised that the Health Division continually struggles to find local residents to fill open positions because they are not applying for these jobs. He stated, "We may want to contract this out to meet the deliverables. We have moved into grant management to see how we can spend this money."

Upon motion by Supervisor Cline, seconded by Vice-Chairman Christensen, the Board unanimously approved Amendment No. 5 to Intergovernmental Agreement (Contract No. ADHS18-177678).

H. Information/Discussion/Action to approve Intergovernmental Agreement No. 022521 between Gila County on behalf of the Probation Department and the Payson Unified School District authorizing the

Payson Unified School District to utilize the facility at the Gila County Probation/Route 87 Community Teen Center.

Steve Lessard, Chief Probation Officer, advised that although the Gila County Probation Department/Route 87 Community Teen Center (Center) was officially opened in January 2020, the COVID-19 pandemic prevented the opening. The Center wants to have a “soft opening” for the Payson Unified School District to use the facility for specific groups before the Center is fully opened. All COVID-19 CDC (Centers for Disease Control) guidelines are in place including protective face masks, hand sanitization stations, and access to restrooms. This plan has been approved by the Gila County Health Department to proceed. This agreement will allow Payson Unified School District to bring special needs children and school clubs to the Route 87 Teen Center at 112 W. Cedar Lane Probation Department. School clubs can have meetings and events at the Center and special education teachers can bring kids to the facility during the day. Mr. Lessard added that since the Center was completed, it has turned into a multi-use facility. He proceeded to cite the various uses of the facility.

Upon motion by Vice-Chairman Christensen, seconded by Supervisor Cline, the Board unanimously approved Intergovernmental Agreement No. 022521.

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

A. Approval of the appointment of Mr. Steve Price as Justice of the Peace Pro Tempore in the Payson Justice Court with his term expiring on December 31, 2021.

B. Approval to adopt Resolution No. 21-05-03 authorizing Gila County Probation Department's participation in the FY 2021-2022 Family Counseling Program through the Arizona Supreme Court, Administrative Office of the Courts, Juvenile Justice Services Division, and certifying that a matching fund requirement of \$1,936 for the Program will be provided by the County.

C. Approval of Amendment No. 2 to Intergovernmental Agreement (IGA) No. 012219 with the Town of Miami for consolidated administration and operation of Limited Jurisdiction Courts.

D. Approval to appoint Mr. Edward Padilla to the Gila County Planning and Zoning Commission representing Supervisor Christensen's district to fulfill Dean Pederson's unexpired term of office that ends on December 31, 2022.

E. Approval of the Board of Supervisors' April 20, 2021 and April 27, 2021 meeting minutes.

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

G. Acknowledgment of the March 2021 monthly activity report submitted by the Recorder's Office.

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

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

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

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

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

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

There were not any comments from the public.

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

The Supervisors provided a summary of current events.

There being no further business to come before the Board of Supervisors,
Chairman Humphrey adjourned the meeting at 10:50 a.m.

APPROVED:

Tim R. Humphrey, Chairman

ATTEST:

Marian Sheppard, Clerk of the Board

ARF-6447

Consent Agenda Item 4. K.

Regular BOS Meeting

Meeting Date: 05/18/2021

Reporting Period: For the month of April 2021

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

Submitted By: Erica Raymond, Human Resources Assistant Sr.

Information

Subject

Human Resources Department Monthly Reports for April 2021.

Suggested Motion

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

Attachments

HR Summary Report

04/06/21 Human Resources Report

04/13/21 Human Resources Report

04/20/21 Human Resources Report

04/27/21 Human Resources Report

HUMAN RESOURCES ACTION ITEMS
APRIL 6, 2021

DEPARTURES:

1. Rose Dice – Public Works – Recycling and Landfill Equipment Operator Senior – 04/03/21 – Recycling and Landfill Management Fund – DOH 04/16/18
2. Dennis Pool – Sheriff’s Office – Detention Officer – 04/16/21 – General Fund – DOH 04/27/20

NEW HIRES:

3. Sherry Carlsen – Payson Justice Court – Justice Court Clerk – 04/12/21 – General Fund – Replacing Lupe Pruett

DEPARTMENTAL TRANSFERS:

4. Taylor Perez – Health and Emergency Services – From Community Health Specialist – To Communicable Disease Specialist – 04/05/21 – From Community Health Grant Fund – To Expanded Lab Capacity Fund – Replacing Karen Aguero Ponce

OTHER ACTIONS:

5. Cole LaBonte – Sheriff’s Office – Deputy Sheriff Sgt. – 03/29/21 – General Fund – Change in overtime fund
6. Chebel Trimble – Sheriff’s Office – Deputy Sheriff – 05/11/21 – General Fund – Extending probationary period for an additional six months
7. Sharon Listiak – Health and Emergency Services – PHEP Coordinator – 07/06/20 – COVID-19 Fund – Salary correction

REQUEST TO POST:

8. Health and Emergency Services – Community Health Specialist – Vacated by Taylor Perez
9. Public Works – Recycling and Landfill Equipment Operator Senior – Vacated by Rose Dice

HUMAN RESOURCES ACTION ITEMS
APRIL 13, 2021

DEPARTURES:

1. Jeffery Brown – Public Works – Automotive Mechanic – 05/01/21 – Public Works Fund – DOH 03/16/20
2. David Dixon – Sheriff’s Office – Detention Officer – 04/16/21 – General Fund – DOH 10/28/19
3. Israel Juarez – Sheriff’s Office – Deputy Sheriff – 04/06/21 – General Fund – DOH 02/04/19
4. Mariah Campagna – Clerk of Superior Court – Court Clerk – 04/09/21 – General(.50)/IV-D Child Support(.50) Funds – DOH 08/03/20

NEW HIRES:

5. Sophia Serpas – County Attorney’s Office – Legal Secretary – 04/14/21 – General Fund – Replacing Thersea Mikeworth

DEPARTMENTAL TRANSFERS:

6. Cheryl Cowan Sterkenburg – From Superior Court – To Clerk of Superior Court – From Accounting Clerk Senior – To Accounting Clerk Specialist – 04/12/21 – General Fund – Replacing Jillian Velarde
7. E. David LaForge – Public Works – From Vehicle and Equipment Maintenance Supervisor – 04/12/21 – From Public Works Fund – To Fleet Management Fund – Replacing Glen Farnham

OTHER ACTIONS:

8. Evan Schmitz – Health and Emergency Services – Environmental Health Specialist – 03/15/21 – From ECC-Estab. COVID Compliance Fund – To Health Service Fund – Change in fund code
9. Lee Hughes – Public Works – Road Maintenance and Equipment Operator – 04/07/21 – Public Works Fund – Personal leave of absence without pay

REQUEST TO POST:

10. Public Works – Vehicle and Equipment Maintenance Supervisor – Vacated by E. David LaForge
11. Community Development – Administrative Assistant – Vacated by Shealene Loya
12. Superior Court – Accounting Clerk Senior – Vacated by Cheryl Cowan Sterkenburg
13. Public Works – Automotive Mechanic – Vacated by Jeffery Brown
14. Clerk of Superior Court – Court Clerk – Vacated by Mariah Campagna
15. Human Resources – Director Human Resources and Risk Management – Vacated by Shelley McPherson

HUMAN RESOURCES ACTION ITEMS
APRIL 20, 2021

DEPARTURES:

1. Austin Skaggs – Sheriff’s Office – Detention Officer – 04/22/21 – General Fund – DOH 05/27/19
2. Jim Berry – Community Development – Zoning and Building Inspector – 04/30/21 – General Fund – DOH 12/11/06
3. Shealene Loya – Community Development – Administrative Assistant – 04/16/21 – General Fund – DOH 05/05/14
4. Steve Jenson – Assessor’s Office – Chief Deputy Assessor – 04/23/21 – General Fund – DOH 11/20/17

NEW HIRES:

5. Jody Spalink – Community Development – Permit Technician I – 04/26/21 – General Fund – Replacing Tiffany Brown-Cocroft
6. Jacqueline Underhill – Health and Emergency Services – Communicable Disease Specialist – 04/26/21 – Expanded Lab Capacity Fund – Grant funded position
7. Kayle Lathrop – Health and Emergency Services – Communicable Disease Specialist – 06/07/21 – Expanded Lab Capacity Fund – Grant funded position

DEPARTMENTAL TRANSFERS:

8. Tiffany Brown-Cocroft – Community Development – From Permit Technician I – To Code Compliance Specialist – 04/26/21 – General Fund – Replacing Rebecca Borowski

OTHER ACTIONS:

9. Brian Jennings – Public Works – Public Works Roads Supervisor – 04/30/21 – Public Works Fund – Change in retirement date from 05/01/21 to 04/30/21

REQUEST TO POST:

10. Community Development – Zoning and Building Inspector – Vacated by Jim Berry

HUMAN RESOURCES ACTION ITEMS
APRIL 27, 2021

DEPARTURES:

1. Robert Cox-Robinson – Public Works – Vehicle and Equipment Mechanic Senior – 04/29/21 – Public Works Fund – DOH 06/03/19

NEW HIRES:

2. Thomas Goodman – Public Works – County Engineer – 05/10/21 – Public Works Fund – Replacing Mark Guerena

END PROBATIONARY PERIOD:

3. Steven Montgomery – Payson Constable’s Office – Deputy Constable(.48) – 04/12/21 – General Fund

DEPARTMENTAL TRANSFERS:

4. Dylan Mojica – Assessor’s Office – From Mapping Technician – To Cartography GIS Analyst – 04/26/21 – General Fund – Replacing Susan Pontel

OTHER ACTIONS:

5. Trevor Munkelwitz – Public Works – Vehicle and Equipment Mechanic – 05/09/21 – Public Works Fund - Extending probationary period an additional month

REQUEST TO POST:

6. Public Works – Vehicle and Equipment Mechanic Senior – Vacated by Robert Cox-Robinson
7. Public Works – Public Works Roads Supervisor – Vacated by Brian Jennings
8. Assessor’s Office – Mapping Technician – Vacated by Dylan Mojica
9. Health and Emergency Services – Dental Program Specialist – FY22 Grant funded position
10. Health and Emergency Services – Community Health Policy Analyst – FY22 Grant funded position

ARF-6618

Consent Agenda Item 4. L.

Regular BOS Meeting

Meeting Date: 05/18/2021

Reporting Period: April 1, 2021 to April 30, 2021

Submitted For: Amber Warden, Accounting Manager

Submitted By: Amber Warden, Accounting Manager

Information

Subject

Finance reports/demands/transfers for the reporting period of April 1, 2021, through April 30, 2021.

Suggested Motion

Approval of finance reports/demands/transfers for the reporting period of April 1, 2021 through April 30, 2021.

Attachments

Finance Report 04-01-21 to 04-30-21

Finance Reports 04-01-21 to 04-30-21 Voids

Payment Register

From Payment Date: 4/1/2021 - To Payment Date: 4/30/2021

| Number | Date | Source | Payee Name | Transaction Amount |
|---|------------|------------------|--|--------------------|
| JP Morgan AP - JP Morgan Accounts Payable | | | | |
| <u>Check</u> | | | | |
| 308743 | 04/01/2021 | Accounts Payable | UniFirst Corporation | \$39.28 |
| 308744 | 04/02/2021 | Accounts Payable | AMERICAN FAMILY LIFE ASSURANCE COMPANY | \$4,344.72 |
| 308745 | 04/02/2021 | Accounts Payable | ARIZONA LOCAL GOVT EMPLOYEE BENEFIT TRUST PRE TAX | \$234,405.02 |
| 308746 | 04/02/2021 | Accounts Payable | ARIZONA STATE RETIREMENT SYSTEM | \$171,273.22 |
| 308747 | 04/02/2021 | Accounts Payable | AZCOPS | \$13.50 |
| 308748 | 04/02/2021 | Accounts Payable | COLONIAL SUPPLEMENTAL INSURANCE | \$5,137.99 |
| 308749 | 04/02/2021 | Accounts Payable | CORP - AOC | \$18,606.09 |
| 308750 | 04/02/2021 | Accounts Payable | CORP - DISPATCHER | \$476.19 |
| 308751 | 04/02/2021 | Accounts Payable | CORP Cancer Insurance Program | \$50.00 |
| 308752 | 04/02/2021 | Accounts Payable | CORRECTIONS OFFICER RETIREMENT PLAN | \$9,991.70 |
| 308753 | 04/02/2021 | Accounts Payable | ELECTED OFFICIALS DEFINED CONTRIBUTION RETIREMENT PLAN | \$31.00 |
| 308754 | 04/02/2021 | Accounts Payable | ELECTED OFFICIALS RETIREMENT PLAN | \$13,315.38 |
| 308755 | 04/02/2021 | Accounts Payable | EORP LEGACY | \$11,874.82 |
| 308756 | 04/02/2021 | Accounts Payable | FRATERNAL ORDER OF POLICE | \$118.08 |
| 308757 | 04/02/2021 | Accounts Payable | Gila County Government | \$100.00 |
| 308758 | 04/02/2021 | Accounts Payable | GILSBAR FSA | \$1,399.06 |
| 308759 | 04/02/2021 | Accounts Payable | GILSBAR HSA | \$2,820.42 |
| 308760 | 04/02/2021 | Accounts Payable | IVY FUNDS | \$567.50 |
| 308761 | 04/02/2021 | Accounts Payable | JP MORGAN CHASE DOR | \$26,946.53 |
| 308762 | 04/02/2021 | Accounts Payable | JP MORGAN CHASE FEDERAL TAX | \$69,564.83 |
| 308763 | 04/02/2021 | Accounts Payable | JP MORGAN CHASE FICA EE | \$58,520.81 |
| 308764 | 04/02/2021 | Accounts Payable | JP MORGAN CHASE FICA ER | \$58,520.81 |
| 308765 | 04/02/2021 | Accounts Payable | JP MORGAN CHASE MEDICARE EE | \$13,852.00 |
| 308766 | 04/02/2021 | Accounts Payable | JP MORGAN CHASE MEDICARE ER | \$13,852.00 |
| 308767 | 04/02/2021 | Accounts Payable | METLIFE | \$400.00 |
| 308768 | 04/02/2021 | Accounts Payable | MODERN WOODMEN OF AMERICA | \$7.17 |
| 308769 | 04/02/2021 | Accounts Payable | NATIONWIDE RETIREMENT SOLUTIONS | \$4,076.50 |
| 308770 | 04/02/2021 | Accounts Payable | NATIONWIDE RETIREMENT SOLUTIONS | \$3,156.63 |
| 308771 | 04/02/2021 | Accounts Payable | NATIONWIDE TRUST Co FBO NRS | \$5,159.52 |
| 308772 | 04/02/2021 | Accounts Payable | NORTHERN ARIZONA LAW ENFORCEMENT ASSOC | \$735.00 |

Payment Register

From Payment Date: 4/1/2021 - To Payment Date: 4/30/2021

| | | | | |
|--------|------------|------------------|---|--------------|
| 308773 | 04/02/2021 | Accounts Payable | PUBLIC SAFETY PERSONNEL | \$16,887.05 |
| 308774 | 04/02/2021 | Accounts Payable | RETIREMENT SYSTEM | \$3,043.33 |
| 308775 | 04/02/2021 | Accounts Payable | Social Security Administration | \$194.89 |
| 308776 | 04/02/2021 | Accounts Payable | SUPPORT PAYMENT | \$2,600.41 |
| 308777 | 04/02/2021 | Accounts Payable | CLEARINGHOUSE | \$50.00 |
| 308778 | 04/02/2021 | Accounts Payable | UNITED STATES TREASURY | \$50.00 |
| 308778 | 04/02/2021 | Accounts Payable | WI SCTF | \$265.97 |
| 308779 | 04/05/2021 | Accounts Payable | Advantage Home Performance, Inc | \$18,508.50 |
| 308780 | 04/05/2021 | Accounts Payable | Archaeological Consulting Services, Ltd. | \$160.60 |
| 308781 | 04/05/2021 | Accounts Payable | Arizona Department of Administration | \$1,215.47 |
| 308782 | 04/05/2021 | Accounts Payable | Arizona Department of Public Safety | \$67.00 |
| 308783 | 04/05/2021 | Accounts Payable | Arizona Fiduciaries Association | \$600.00 |
| 308784 | 04/05/2021 | Accounts Payable | Arizona Planning & Paralegal Solutions | \$1,525.00 |
| 308785 | 04/05/2021 | Accounts Payable | Arizona Water Company | \$1,584.32 |
| 308786 | 04/05/2021 | Accounts Payable | AZ Western Contracting Inc | \$103,325.17 |
| 308787 | 04/05/2021 | Accounts Payable | Bryan, Michael | \$900.00 |
| 308788 | 04/05/2021 | Accounts Payable | C&M Communications LLC | \$5,930.03 |
| 308789 | 04/05/2021 | Accounts Payable | Carolina Software Inc. | \$300.00 |
| 308790 | 04/05/2021 | Accounts Payable | CDW Government | \$3,355.26 |
| 308791 | 04/05/2021 | Accounts Payable | CenturyLink | \$699.03 |
| 308792 | 04/05/2021 | Accounts Payable | City of Globe | \$9,392.17 |
| 308793 | 04/05/2021 | Accounts Payable | CorEMR L.C. | \$250.00 |
| 308794 | 04/05/2021 | Accounts Payable | CPR Arizona | \$850.00 |
| 308795 | 04/05/2021 | Accounts Payable | Crooked Sky Works | \$240.00 |
| 308796 | 04/05/2021 | Accounts Payable | Data Storage Centers, Inc. | \$391.75 |
| 308797 | 04/05/2021 | Accounts Payable | Debrigida Law Offices PLLC | \$600.00 |
| 308798 | 04/05/2021 | Accounts Payable | Dell Marketing LP | \$3,478.46 |
| 308799 | 04/05/2021 | Accounts Payable | Diana G. Montgomery, PLLC | \$5,400.00 |
| 308800 | 04/05/2021 | Accounts Payable | DJ's Companies, Inc. | \$1,275.00 |
| 308801 | 04/05/2021 | Accounts Payable | Emily Danies Attorney at Law, LLC | \$6,000.00 |
| 308802 | 04/05/2021 | Accounts Payable | Fabok, Glinda, S | \$340.00 |
| 308803 | 04/05/2021 | Accounts Payable | Friends of the Globe Public Library, Inc. | \$1,170.00 |
| 308804 | 04/05/2021 | Accounts Payable | Fuelco Energy LLC | \$6,558.80 |
| 308805 | 04/05/2021 | Accounts Payable | Geiser, Raymond | \$12,354.00 |

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|--------|------------|------------------|--|--------------|
| 308806 | 04/05/2021 | Accounts Payable | Gila County Government | \$1,961.51 |
| 308807 | 04/05/2021 | Accounts Payable | GreatAmerica Leasing Corporation | \$516.91 |
| 308808 | 04/05/2021 | Accounts Payable | Grinder, Justin | \$100.00 |
| 308809 | 04/05/2021 | Accounts Payable | Humane Society of Central Arizona | \$3,208.33 |
| 308810 | 04/05/2021 | Accounts Payable | Interim Public Management, LLC | \$13,785.00 |
| 308811 | 04/05/2021 | Accounts Payable | Iron Mountain | \$356.29 |
| 308812 | 04/05/2021 | Accounts Payable | JCloud Law PLLC | \$6,000.00 |
| 308813 | 04/05/2021 | Accounts Payable | Jonathan L. Warshaw | \$6,000.00 |
| 308814 | 04/05/2021 | Accounts Payable | KS StateBank | \$262.39 |
| 308815 | 04/05/2021 | Accounts Payable | Law Office of David W Bell LLC | \$3,000.00 |
| 308816 | 04/05/2021 | Accounts Payable | Law Office of John S. Perlman, LLC | \$1,452.50 |
| 308817 | 04/05/2021 | Accounts Payable | Law Office of Samantha Sue Elledge, PLLC | \$4,750.95 |
| 308818 | 04/05/2021 | Accounts Payable | Law Offices of Daniel Thulin, LLC | \$3,200.00 |
| 308819 | 04/05/2021 | Accounts Payable | LBI Sat LLC | \$152.00 |
| 308820 | 04/05/2021 | Accounts Payable | McCreary Group | \$210.00 |
| 308821 | 04/05/2021 | Accounts Payable | Morse, Suzanne, L | \$175.00 |
| 308822 | 04/05/2021 | Accounts Payable | Noblia, George | \$74.44 |
| 308823 | 04/05/2021 | Accounts Payable | Office Depot | \$66.75 |
| 308824 | 04/05/2021 | Accounts Payable | Old Main Storage | \$351.50 |
| 308825 | 04/05/2021 | Accounts Payable | Pinal Mountain Little League | \$2,315.00 |
| 308826 | 04/05/2021 | Accounts Payable | Rim Communications | \$1,387.69 |
| 308827 | 04/05/2021 | Accounts Payable | Salt River Project | \$789.30 |
| 308828 | 04/05/2021 | Accounts Payable | Sanders Custom Signs | \$7,970.00 |
| 308829 | 04/05/2021 | Accounts Payable | Sanders Transport | \$293.36 |
| 308830 | 04/05/2021 | Accounts Payable | Skaggs Public Safety Uniforms & Equipment | \$1,984.41 |
| 308831 | 04/05/2021 | Accounts Payable | Stephen R. Jones Attorney at Law, PLLC | \$4,757.30 |
| 308832 | 04/05/2021 | Accounts Payable | The Architecture Company | \$9,120.04 |
| 308833 | 04/05/2021 | Accounts Payable | Thermo-Fluids, Inc. | \$25.00 |
| 308834 | 04/05/2021 | Accounts Payable | Town of Payson | \$758.18 |
| 308835 | 04/05/2021 | Accounts Payable | Triplet Mountain Communications, Inc. | \$8,410.53 |
| 308836 | 04/05/2021 | Accounts Payable | UniFirst Corporation | \$401.33 |
| 308837 | 04/05/2021 | Accounts Payable | Wilson Investigative Services | \$800.00 |
| 308838 | 04/05/2021 | Accounts Payable | PINAL GILA COUNCIL FOR SENIOR CITIZENS | \$150,000.00 |

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|--------|------------|------------------|--|--------------|
| 308839 | 04/05/2021 | Accounts Payable | State of Arizona | \$117,767.00 |
| 308840 | 04/05/2021 | Accounts Payable | UniFirst Corporation | \$34.87 |
| 308841 | 04/05/2021 | Accounts Payable | ARIZONA COUNTIES WORKERS COMPENSATION FUND | \$111,775.24 |
| 308842 | 04/06/2021 | Accounts Payable | Arizona Department of Revenue | \$486.15 |
| 308843 | 04/06/2021 | Accounts Payable | Arizona Juvenile Detention Administrators Association | \$50.00 |
| 308844 | 04/06/2021 | Accounts Payable | Beltran, Michael, D | \$127.50 |
| 308845 | 04/06/2021 | Accounts Payable | CenturyLink | \$148.35 |
| 308846 | 04/06/2021 | Accounts Payable | Clark Arizona Legal Services PC | \$12,449.75 |
| 308847 | 04/06/2021 | Accounts Payable | Debrigida Law Offices PLLC | \$5,400.00 |
| 308848 | 04/06/2021 | Accounts Payable | Dollywood Foundation | \$767.43 |
| 308849 | 04/06/2021 | Accounts Payable | Empire Southwest LLC | \$5,087.64 |
| 308851 | 04/06/2021 | Accounts Payable | Gila County Government | \$321,930.21 |
| 308852 | 04/06/2021 | Accounts Payable | Gila Sweeping LLC | \$475.00 |
| 308853 | 04/06/2021 | Accounts Payable | Gisela Valley Community Affairs Association Inc | \$4,000.00 |
| 308854 | 04/06/2021 | Accounts Payable | GreatAmerica Leasing Corporation | \$263.19 |
| 308855 | 04/06/2021 | Accounts Payable | JC Wordsmith Translation & Interpretation Inc | \$720.00 |
| 308856 | 04/06/2021 | Accounts Payable | JJ Just Justice , Jannette C Rohtert | \$402.19 |
| 308857 | 04/06/2021 | Accounts Payable | Pine-Strawberry Water Improvement District | \$74.02 |
| 308858 | 04/06/2021 | Accounts Payable | Ripple , Denice | \$1,360.90 |
| 308859 | 04/06/2021 | Accounts Payable | Rives, Larry, Leroy | \$310.10 |
| 308860 | 04/06/2021 | Accounts Payable | San Carlos Apache Tribe | \$483.67 |
| 308861 | 04/06/2021 | Accounts Payable | Sparklight | \$779.79 |
| 308862 | 04/06/2021 | Accounts Payable | Suddenlink | \$1,000.00 |
| 308863 | 04/06/2021 | Accounts Payable | Swinney, Michael, A | \$144.00 |
| 308864 | 04/06/2021 | Accounts Payable | TeleCheck Services Inc | \$91.35 |
| 308865 | 04/06/2021 | Accounts Payable | Thyssenkrupp Elevator Corporation | \$761.87 |
| 308866 | 04/06/2021 | Accounts Payable | UniFirst Corporation | \$34.87 |
| 308867 | 04/06/2021 | Accounts Payable | Voakes, Donald, R | \$291.67 |
| 308868 | 04/06/2021 | Accounts Payable | Woodson Engineering & Surveying Inc. | \$320.00 |
| 308869 | 04/07/2021 | Accounts Payable | JP MORGAN CHASE DOR | \$65.11 |
| 308870 | 04/07/2021 | Accounts Payable | JP MORGAN CHASE FEDERAL TAX | \$188.06 |
| 308871 | 04/07/2021 | Accounts Payable | JP MORGAN CHASE FICA EE | \$157.82 |
| 308872 | 04/07/2021 | Accounts Payable | JP MORGAN CHASE FICA ER | \$157.82 |

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|--------|------------|------------------|--|--------------|
| 308873 | 04/07/2021 | Accounts Payable | JP MORGAN CHASE MEDICARE EE | \$36.91 |
| 308874 | 04/07/2021 | Accounts Payable | JP MORGAN CHASE MEDICARE ER | \$36.91 |
| 308875 | 04/09/2021 | Accounts Payable | A2 Beeline Auto Glass | \$748.34 |
| 308876 | 04/09/2021 | Accounts Payable | Arizona Counties Insurance Pool | \$18,001.27 |
| 308877 | 04/09/2021 | Accounts Payable | ARIZONA DEPARTMENT OF REVENUE | \$125.79 |
| 308878 | 04/09/2021 | Accounts Payable | Arizona Public Service | \$148.90 |
| 308879 | 04/09/2021 | Accounts Payable | Askew, Yvonne | \$340.00 |
| 308880 | 04/09/2021 | Accounts Payable | Bernays, Michael, B | \$6,000.00 |
| 308881 | 04/09/2021 | Accounts Payable | Biltmore Psychiatric Group, PLLC, | \$1,000.00 |
| 308882 | 04/09/2021 | Accounts Payable | Braddock, Karrol, L | \$94.79 |
| 308883 | 04/09/2021 | Accounts Payable | Cadue, Angela | \$155.31 |
| 308884 | 04/09/2021 | Accounts Payable | Canyon Country Design Inc | \$2,928.06 |
| 308885 | 04/09/2021 | Accounts Payable | Carahsoft Technology Corporation | \$618.75 |
| 308886 | 04/09/2021 | Accounts Payable | CBI Security Service | \$18,538.00 |
| 308887 | 04/09/2021 | Accounts Payable | Center for Disease Detection | \$69.00 |
| 308888 | 04/09/2021 | Accounts Payable | CenturyLink | \$938.44 |
| 308890 | 04/09/2021 | Accounts Payable | Cobre Valley Publishing | \$409.20 |
| 308891 | 04/09/2021 | Accounts Payable | Command Solutions 4 | \$51,000.00 |
| 308892 | 04/09/2021 | Accounts Payable | Cordant Health Solutions | \$1,566.85 |
| 308893 | 04/09/2021 | Accounts Payable | Core Construction, Inc. | \$402,745.64 |
| 308894 | 04/09/2021 | Accounts Payable | CorrectCare Integrated Health Inc | \$264.00 |
| 308895 | 04/09/2021 | Accounts Payable | Creasy, Chance | \$614.00 |
| 308896 | 04/09/2021 | Accounts Payable | Crown Castle USA, Inc | \$544.35 |
| 308897 | 04/09/2021 | Accounts Payable | Dibble Engineering | \$2,705.00 |
| 308898 | 04/09/2021 | Accounts Payable | EarthQuest Plumbing & Pumping LLC | \$340.00 |
| 308899 | 04/09/2021 | Accounts Payable | Frost, Amanda | \$69.42 |
| 308900 | 04/09/2021 | Accounts Payable | Gillespie, Jessen | \$600.00 |
| 308901 | 04/09/2021 | Accounts Payable | HealthEquity, Inc | \$181.00 |
| 308902 | 04/09/2021 | Accounts Payable | Heinfeld, Meech & Co., P.C. | \$6,067.50 |
| 308903 | 04/09/2021 | Accounts Payable | Hillyard-Flagstaff | \$69.13 |
| 308904 | 04/09/2021 | Accounts Payable | Huddleston, James, E | \$345.00 |
| 308905 | 04/09/2021 | Accounts Payable | International Association of Assessing Officers | \$880.00 |
| 308906 | 04/09/2021 | Accounts Payable | Iron Mountain | \$348.12 |

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|--------|------------|------------------|--|-------------|
| 308907 | 04/09/2021 | Accounts Payable | JaLin Enterprises Inc. | \$824.07 |
| 308908 | 04/09/2021 | Accounts Payable | Kenz & Leslie of Arizona, Inc. | \$74.78 |
| 308909 | 04/09/2021 | Accounts Payable | Kimley-Horn & Associates, Inc. | \$14,295.13 |
| 308910 | 04/09/2021 | Accounts Payable | King, Joanie , S | \$99.24 |
| 308911 | 04/09/2021 | Accounts Payable | Law Office of John S. Perlman, LLC | \$1,400.00 |
| 308912 | 04/09/2021 | Accounts Payable | Law Offices of Harriette P. Levitt, PLLC | \$100.00 |
| 308913 | 04/09/2021 | Accounts Payable | Moore , Pat | \$49.84 |
| 308914 | 04/09/2021 | Accounts Payable | Oropeza, Marcos | \$800.00 |
| 308915 | 04/09/2021 | Accounts Payable | Payson Justice Court | \$233.49 |
| 308916 | 04/09/2021 | Accounts Payable | Payson Roundup | \$1,473.58 |
| 308917 | 04/09/2021 | Accounts Payable | Pinal County | \$4,500.00 |
| 308918 | 04/09/2021 | Accounts Payable | Policy Development Group Inc. | \$5,000.00 |
| 308919 | 04/09/2021 | Accounts Payable | R&M Repeater | \$1,279.93 |
| 308920 | 04/09/2021 | Accounts Payable | Ripple , Denise | \$520.80 |
| 308921 | 04/09/2021 | Accounts Payable | Service Plus | \$357.00 |
| 308922 | 04/09/2021 | Accounts Payable | Shred-It | \$115.78 |
| 308923 | 04/09/2021 | Accounts Payable | Sparklight | \$688.32 |
| 308924 | 04/09/2021 | Accounts Payable | STERKENBURG, CHERYL | \$21.73 |
| 308925 | 04/09/2021 | Accounts Payable | Suddenlink | \$98.45 |
| 308926 | 04/09/2021 | Accounts Payable | T-Mobile USA Inc. | \$316.10 |
| 308927 | 04/09/2021 | Accounts Payable | Tatum, Carter | \$400.00 |
| 308928 | 04/09/2021 | Accounts Payable | Technology Providers, Inc. | \$9,597.07 |
| 308929 | 04/09/2021 | Accounts Payable | UniFirst Corporation | \$186.49 |
| 308930 | 04/09/2021 | Accounts Payable | Waters Sparkletts of Payson, LLC | \$52.50 |
| 308931 | 04/13/2021 | Accounts Payable | Arizona Planning & Paralegal Solutions | \$1,250.00 |
| 308932 | 04/13/2021 | Accounts Payable | Arizona Public Service | \$337.72 |
| 308933 | 04/13/2021 | Accounts Payable | Arizona Water Company | \$75.00 |
| 308934 | 04/13/2021 | Accounts Payable | Atomic Pest Control LLC | \$70.50 |
| 308935 | 04/13/2021 | Accounts Payable | Beltran, Michael, D | \$120.00 |
| 308936 | 04/13/2021 | Accounts Payable | C&M Communications LLC | \$8,214.35 |
| 308937 | 04/13/2021 | Accounts Payable | CenturyLink | \$815.14 |
| 308938 | 04/13/2021 | Accounts Payable | City of Globe | \$12,878.44 |
| 308939 | 04/13/2021 | Accounts Payable | Cobre Valley Publishing | \$382.28 |

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|--------|------------|------------------|--------------------------------------|-------------|
| 308940 | 04/13/2021 | Accounts Payable | Cobre Valley Regional Medical Center | \$1,169.58 |
| 308941 | 04/13/2021 | Accounts Payable | Cobre Valley Regional Medical Center | \$124.08 |
| 308942 | 04/13/2021 | Accounts Payable | County of Yavapai | \$7,750.00 |
| 308943 | 04/13/2021 | Accounts Payable | Dease, Iona | \$2,880.00 |
| 308944 | 04/13/2021 | Accounts Payable | Digital Imaging Systems, LLC | \$7.93 |
| 308945 | 04/13/2021 | Accounts Payable | Dollywood Foundation | \$2,608.98 |
| 308946 | 04/13/2021 | Accounts Payable | Entry Point, LLC | \$2,500.00 |
| 308947 | 04/13/2021 | Accounts Payable | Gila County Government | \$40.00 |
| 308948 | 04/13/2021 | Accounts Payable | Gila County Government | \$610.01 |
| 308949 | 04/13/2021 | Accounts Payable | HonorHealth | \$700.00 |
| 308950 | 04/13/2021 | Accounts Payable | IMCOR | \$33,279.08 |
| 308951 | 04/13/2021 | Accounts Payable | Kaufman, Mark, A | \$2,120.00 |
| 308952 | 04/13/2021 | Accounts Payable | Konica Minolta Business Solutions | \$857.76 |
| 308953 | 04/13/2021 | Accounts Payable | Language Line Services, Inc. | \$371.78 |
| 308954 | 04/13/2021 | Accounts Payable | Lionbridge Technologies, Inc | \$63.24 |
| 308955 | 04/13/2021 | Accounts Payable | Payson Roundup | \$13.16 |
| 308956 | 04/13/2021 | Accounts Payable | Pioneer Title Agency Inc | \$1,710.00 |
| 308957 | 04/13/2021 | Accounts Payable | R&S Northeast LLC | \$91.05 |
| 308958 | 04/13/2021 | Accounts Payable | Ripple , Denise | \$1,872.40 |
| 308959 | 04/13/2021 | Accounts Payable | Rives, Larry, Leroy | \$662.13 |
| 308960 | 04/13/2021 | Accounts Payable | Sonoran Radiology Ltd | \$239.64 |
| 308961 | 04/13/2021 | Accounts Payable | Southwest Gas | \$71.96 |
| 308962 | 04/13/2021 | Accounts Payable | State of Arizona | \$2,400.00 |
| 308963 | 04/13/2021 | Accounts Payable | Suddenlink | \$1,634.41 |
| 308964 | 04/13/2021 | Accounts Payable | Swinney, Michael, A | \$180.00 |
| 308965 | 04/13/2021 | Accounts Payable | Thermo-Fluids, Inc. | \$86.21 |
| 308966 | 04/13/2021 | Accounts Payable | Thomson Reuters West | \$4,373.71 |
| 308967 | 04/13/2021 | Accounts Payable | Tioga Solor Gila, LLC | \$4,776.98 |
| 308968 | 04/13/2021 | Accounts Payable | Trinity Services Group, Inc. | \$31,370.58 |
| 308969 | 04/13/2021 | Accounts Payable | Upholstery Station | \$297.76 |
| 308970 | 04/13/2021 | Accounts Payable | US Imaging Inc. | \$367.28 |
| 308971 | 04/13/2021 | Accounts Payable | Westwood Pharmacy | \$2,183.51 |
| 308972 | 04/13/2021 | Accounts Payable | Evans Doves & Nelson | \$8.00 |

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| 308973 | 04/13/2021 | Accounts Payable | Land of Liberty | \$8.00 |
| 308974 | 04/13/2021 | Accounts Payable | Provest | \$5.00 |
| 308975 | 04/14/2021 | Accounts Payable | Advanced Controls Corporation | \$420.00 |
| 308976 | 04/14/2021 | Accounts Payable | Arizona Local Government Employee Benefit Trust | \$476,984.89 |
| 308977 | 04/14/2021 | Accounts Payable | Arizona Public Service | \$566.09 |
| 308978 | 04/14/2021 | Accounts Payable | Bose Public Affairs Group LLC | \$7,000.00 |
| 308979 | 04/14/2021 | Accounts Payable | Buzan, Scott, L | \$484.56 |
| 308980 | 04/14/2021 | Accounts Payable | CenturyLink | \$534.81 |
| 308981 | 04/14/2021 | Accounts Payable | Collins & Collins LLP | \$12,454.00 |
| 308982 | 04/14/2021 | Accounts Payable | Copper State Sanitation, Inc | \$90.00 |
| 308983 | 04/14/2021 | Accounts Payable | Cutting Edge Supply | \$24,872.01 |
| 308984 | 04/14/2021 | Accounts Payable | Fuelco Energy LLC | \$17,786.48 |
| 308985 | 04/14/2021 | Accounts Payable | Heppler, Cheri, A | \$247.26 |
| 308986 | 04/14/2021 | Accounts Payable | JaLin Enterprises Inc. | \$845.20 |
| 308987 | 04/14/2021 | Accounts Payable | Jani-Serv, Inc | \$4,675.38 |
| 308988 | 04/14/2021 | Accounts Payable | Law Office of Jerry B DeRose, PC | \$8.00 |
| 308989 | 04/14/2021 | Accounts Payable | Nelson, Timothy | \$6,000.00 |
| 308990 | 04/14/2021 | Accounts Payable | Olivarez, Gilbert, T | \$35.50 |
| 308991 | 04/14/2021 | Accounts Payable | Pima County Government | \$20.00 |
| 308992 | 04/14/2021 | Accounts Payable | Rim Country Quilt Roundup | \$2,500.00 |
| 308993 | 04/14/2021 | Accounts Payable | Skaggs Public Safety Uniforms & Equipment | \$3,183.77 |
| 308994 | 04/14/2021 | Accounts Payable | Sparklight | \$166.44 |
| 308995 | 04/14/2021 | Accounts Payable | TDS Telecom | \$287.50 |
| 308996 | 04/14/2021 | Accounts Payable | UniFirst Corporation | \$46.08 |
| 308997 | 04/14/2021 | Accounts Payable | Vaishville, Denise, R | \$457.23 |
| 308998 | 04/14/2021 | Accounts Payable | Wills, Sandra | \$8.00 |
| 308999 | 04/14/2021 | Accounts Payable | Zona Law Group | \$8.00 |
| 309001 | 04/16/2021 | Accounts Payable | AMERICAN FAMILY LIFE ASSURANCE COMPANY | \$4,344.72 |
| 309002 | 04/16/2021 | Accounts Payable | ARIZONA LOCAL GOVT EMPLOYEE BENEFIT TRUST RETIARY | \$234,782.21 |
| 309003 | 04/16/2021 | Accounts Payable | ARIZONA STATE RETIREMENT SYSTEM | \$169,591.18 |
| 309004 | 04/16/2021 | Accounts Payable | AZCOPS | \$13.50 |
| 309005 | 04/16/2021 | Accounts Payable | COLONIAL SUPPLEMENTAL INSURANCE | \$5,137.99 |
| 309006 | 04/16/2021 | Accounts Payable | CORP - AOC | \$18,606.08 |

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| 309007 | 04/16/2021 | Accounts Payable | CORP - DISPATCHER | \$476.19 |
| 309008 | 04/16/2021 | Accounts Payable | CORRECTIONS OFFICER | \$9,975.23 |
| 309009 | 04/16/2021 | Accounts Payable | RETIREMENT PLAN ELECTED OFFICIALS DEFINED | \$31.00 |
| 309010 | 04/16/2021 | Accounts Payable | CONTRIBUTION RETIREMENT ELECTED OFFICIALS RETIREMENT | \$13,315.38 |
| 309011 | 04/16/2021 | Accounts Payable | PLAN EORP LEGACY | \$11,846.15 |
| 309012 | 04/16/2021 | Accounts Payable | FRATERNAL ORDER OF POLICE | \$118.08 |
| 309013 | 04/16/2021 | Accounts Payable | Gila County Government | \$100.00 |
| 309014 | 04/16/2021 | Accounts Payable | GILSBAR FSA | \$1,399.06 |
| 309015 | 04/16/2021 | Accounts Payable | GILSBAR HSA | \$2,820.42 |
| 309016 | 04/16/2021 | Accounts Payable | IVY FUNDS | \$567.50 |
| 309017 | 04/16/2021 | Accounts Payable | JP MORGAN CHASE DOR | \$27,019.63 |
| 309018 | 04/16/2021 | Accounts Payable | JP MORGAN CHASE FEDERAL TAX | \$70,197.02 |
| 309019 | 04/16/2021 | Accounts Payable | JP MORGAN CHASE FICA EE | \$58,632.72 |
| 309020 | 04/16/2021 | Accounts Payable | JP MORGAN CHASE FICA ER | \$58,632.72 |
| 309021 | 04/16/2021 | Accounts Payable | JP MORGAN CHASE MEDICARE EE | \$13,880.42 |
| 309022 | 04/16/2021 | Accounts Payable | JP MORGAN CHASE MEDICARE ER | \$13,880.42 |
| 309023 | 04/16/2021 | Accounts Payable | METLIFE | \$400.00 |
| 309024 | 04/16/2021 | Accounts Payable | MODERN WOODMEN OF AMERICA | \$7.17 |
| 309025 | 04/16/2021 | Accounts Payable | NATIONWIDE RETIREMENT | \$3,861.50 |
| 309026 | 04/16/2021 | Accounts Payable | SOLUTIONS NATIONWIDE RETIREMENT | \$3,156.63 |
| 309027 | 04/16/2021 | Accounts Payable | SOLUTIONS NATIONWIDE TRUST Co FBO NRS | \$5,171.63 |
| 309028 | 04/16/2021 | Accounts Payable | NORTHERN ARIZONA LAW | \$735.00 |
| 309029 | 04/16/2021 | Accounts Payable | EMPLOYMENT AGENCY PUBLIC SAFETY PERSONNEL | \$17,236.16 |
| 309030 | 04/16/2021 | Accounts Payable | RETIREMENT SYSTEM SECURITY BENEFIT GROUP | \$3,043.33 |
| 309031 | 04/16/2021 | Accounts Payable | Social Security Administration | \$194.89 |
| 309032 | 04/16/2021 | Accounts Payable | SUPPORT PAYMENT | \$2,351.68 |
| 309033 | 04/16/2021 | Accounts Payable | CLEARINGHOUSE THUNDERBIRD COLLECTION SPEC | \$175.36 |
| 309034 | 04/16/2021 | Accounts Payable | INC UNITED STATES TREASURY | \$50.00 |
| 309035 | 04/16/2021 | Accounts Payable | WI SCTF | \$265.97 |
| 309036 | 04/20/2021 | Accounts Payable | Architekton, Inc. | \$4,760.56 |
| 309037 | 04/20/2021 | Accounts Payable | Arizona Department of Economic | \$22,394.36 |
| 309038 | 04/20/2021 | Accounts Payable | Service Arizona Public Service | \$684.06 |
| 309039 | 04/20/2021 | Accounts Payable | Atomic Pest Control LLC | \$50.00 |

Payment Register

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| | | | | |
|--------|------------|------------------|---|--------------|
| 309040 | 04/20/2021 | Accounts Payable | Beltran, Michael, D | \$120.00 |
| 309041 | 04/20/2021 | Accounts Payable | BI Inc | \$511.87 |
| 309042 | 04/20/2021 | Accounts Payable | Blevins , Debra | \$84.11 |
| 309043 | 04/20/2021 | Accounts Payable | Carolina Software Inc. | \$1,664.25 |
| 309044 | 04/20/2021 | Accounts Payable | CenturyLink | \$342.47 |
| 309045 | 04/20/2021 | Accounts Payable | CenturyLink Business Services | \$32,919.36 |
| 309046 | 04/20/2021 | Accounts Payable | Creasy, Chance | \$200.00 |
| 309047 | 04/20/2021 | Accounts Payable | Crooked Sky Works | \$240.00 |
| 309048 | 04/20/2021 | Accounts Payable | Dueker Ranch, Inc | \$2,000.00 |
| 309049 | 04/20/2021 | Accounts Payable | Family Transitions | \$1,525.00 |
| 309050 | 04/20/2021 | Accounts Payable | FedEx | \$12.91 |
| 309051 | 04/20/2021 | Accounts Payable | Fuelco Energy LLC | \$10,962.26 |
| 309052 | 04/20/2021 | Accounts Payable | General PhD, LLC, Wayne R | \$160.00 |
| 309053 | 04/20/2021 | Accounts Payable | Gillespie, Jessen | \$200.00 |
| 309054 | 04/20/2021 | Accounts Payable | Gregan & Associates | \$6,000.00 |
| 309055 | 04/20/2021 | Accounts Payable | Hayden-Winkelman Unified School District #44 | \$1,500.00 |
| 309056 | 04/20/2021 | Accounts Payable | HLP, Inc. | \$23.10 |
| 309057 | 04/20/2021 | Accounts Payable | Huddleston, James, E | \$140.00 |
| 309058 | 04/20/2021 | Accounts Payable | IMCOR | \$38,034.07 |
| 309059 | 04/20/2021 | Accounts Payable | Interim Public Management, LLC | \$9,190.00 |
| 309060 | 04/20/2021 | Accounts Payable | Konica Minolta Business Solutions U.S.A., Inc | \$217.93 |
| 309061 | 04/20/2021 | Accounts Payable | LeClair Callhan Advertising, LLC | \$1,100.00 |
| 309062 | 04/20/2021 | Accounts Payable | Loven Contracting Inc. | \$616,355.87 |
| 309063 | 04/20/2021 | Accounts Payable | Miami Unified School District #40 | \$343.00 |
| 309064 | 04/20/2021 | Accounts Payable | Miami Unified School District #40 | \$455.00 |
| 309065 | 04/20/2021 | Accounts Payable | Multitech | \$180.00 |
| 309066 | 04/20/2021 | Accounts Payable | Northern Gila County Sanitary District | \$177.86 |
| 309067 | 04/20/2021 | Accounts Payable | Office Depot | \$84.62 |
| 309068 | 04/20/2021 | Accounts Payable | Oropeza, Marcos | \$400.00 |
| 309069 | 04/20/2021 | Accounts Payable | Payson Roundup | \$75.55 |
| 309070 | 04/20/2021 | Accounts Payable | Pleasant Valley Community Council | \$8,500.00 |
| 309071 | 04/20/2021 | Accounts Payable | R&M Repeater | \$771.06 |
| 309072 | 04/20/2021 | Accounts Payable | Ripple , Denice | \$620.00 |

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| | | | | |
|--------|------------|------------------|--|--------------|
| 309073 | 04/20/2021 | Accounts Payable | Samaritan Veterinary Center | \$3,346.20 |
| 309074 | 04/20/2021 | Accounts Payable | Sanders Transport | \$2,515.00 |
| 309075 | 04/20/2021 | Accounts Payable | Scott, Timothy, K | \$20.01 |
| 309076 | 04/20/2021 | Accounts Payable | Skaggs Public Safety Uniforms & Equipment | \$438.53 |
| 309077 | 04/20/2021 | Accounts Payable | Southwest Gas | \$844.64 |
| 309078 | 04/20/2021 | Accounts Payable | Swinney, Michael, A | \$180.00 |
| 309079 | 04/20/2021 | Accounts Payable | Tatum, Carter | \$200.00 |
| 309080 | 04/20/2021 | Accounts Payable | UniFirst Corporation | \$148.40 |
| 309081 | 04/20/2021 | Accounts Payable | Waters Sparkletts of Payson, LLC | \$90.00 |
| 309082 | 04/20/2021 | Accounts Payable | Wist Office Products Company | \$89.93 |
| 309083 | 04/20/2021 | Accounts Payable | Wowza LLC. | \$11,000.00 |
| 309084 | 04/20/2021 | Accounts Payable | Healthcare Medical Waste Services, Inc. | \$158.63 |
| 309085 | 04/20/2021 | Accounts Payable | Bass, Sandra, J | \$130.00 |
| 309086 | 04/20/2021 | Accounts Payable | Cardinal Health 110, LLC | \$434.90 |
| 309087 | 04/20/2021 | Accounts Payable | CenturyLink Business Services | \$2,196.70 |
| 309088 | 04/20/2021 | Accounts Payable | Gila County Government | \$321,930.21 |
| 309089 | 04/20/2021 | Accounts Payable | HILGENDORF, JAIMEE | \$287.02 |
| 309090 | 04/20/2021 | Accounts Payable | MCI Communication Services, Inc. | \$37.94 |
| 309091 | 04/20/2021 | Accounts Payable | Sparklight | \$328.89 |
| 309092 | 04/20/2021 | Accounts Payable | State of Arizona | \$40,716.00 |
| 309093 | 04/20/2021 | Accounts Payable | State of Arizona | \$810.00 |
| 309094 | 04/20/2021 | Accounts Payable | The Arizona Partnership for Transportation | \$14.88 |
| 309095 | 04/22/2021 | Accounts Payable | Arizona Elite Commercial | \$2,688.53 |
| 309096 | 04/22/2021 | Accounts Payable | Arizona Planning & Paralegal Solutions | \$1,800.00 |
| 309097 | 04/22/2021 | Accounts Payable | Arizona Public Service | \$33,350.55 |
| 309098 | 04/22/2021 | Accounts Payable | Arizona Supreme Court | \$44,574.12 |
| 309099 | 04/22/2021 | Accounts Payable | Arizona Supreme Court | \$1,500.00 |
| 309100 | 04/22/2021 | Accounts Payable | Carahsoft Technology Corporation | \$59.87 |
| 309101 | 04/22/2021 | Accounts Payable | CenturyLink | \$882.12 |
| 309102 | 04/22/2021 | Accounts Payable | CenturyLink Business Services | \$6,724.01 |
| 309103 | 04/22/2021 | Accounts Payable | CFA Software | \$1,795.00 |
| 309104 | 04/22/2021 | Accounts Payable | Cobre Valley Publishing | \$44.25 |
| 309105 | 04/22/2021 | Accounts Payable | Copper State Sanitation, Inc | \$600.00 |

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| | | | | |
|--------|------------|------------------|---|-------------|
| 309106 | 04/22/2021 | Accounts Payable | Creasy, Chance | \$200.00 |
| 309107 | 04/22/2021 | Accounts Payable | DCR Services & Construction, Inc | \$3,313.18 |
| 309108 | 04/22/2021 | Accounts Payable | Escobedo, Anita | \$730.22 |
| 309109 | 04/22/2021 | Accounts Payable | Fuelco Energy LLC | \$992.94 |
| 309110 | 04/22/2021 | Accounts Payable | Gillespie, Jessen | \$200.00 |
| 309111 | 04/22/2021 | Accounts Payable | HLP, Inc. | \$25.20 |
| 309112 | 04/22/2021 | Accounts Payable | Jones, Skelton & Hochuli P.L.C. | \$6,892.50 |
| 309113 | 04/22/2021 | Accounts Payable | KIKO Radio Station | \$100.00 |
| 309114 | 04/22/2021 | Accounts Payable | Konica Minolta Business Solutions | \$75.67 |
| 309115 | 04/22/2021 | Accounts Payable | KS StateBank | \$262.39 |
| 309116 | 04/22/2021 | Accounts Payable | Merck Sharp & Dohme Corp. | \$4,550.38 |
| 309117 | 04/22/2021 | Accounts Payable | Northern Gila County Sanitary District | \$840.59 |
| 309118 | 04/22/2021 | Accounts Payable | Payson Rodeo Committee, Inc. | \$3,000.00 |
| 309119 | 04/22/2021 | Accounts Payable | Quadient Leasing USA, Inc. | \$266.71 |
| 309120 | 04/22/2021 | Accounts Payable | Ripple , Denice | \$945.50 |
| 309121 | 04/22/2021 | Accounts Payable | Sanofi Pasteur Inc. | \$5,290.38 |
| 309122 | 04/22/2021 | Accounts Payable | Skaggs Public Safety Uniforms & Equipment | \$162.42 |
| 309123 | 04/22/2021 | Accounts Payable | Tatum, Carter | \$200.00 |
| 309124 | 04/22/2021 | Accounts Payable | Traffic Safety, Inc. | \$43,850.84 |
| 309125 | 04/22/2021 | Accounts Payable | UniFirst Corporation | \$46.08 |
| 309126 | 04/22/2021 | Accounts Payable | Votruba, Elaine, M | \$2,529.93 |
| 309127 | 04/22/2021 | Accounts Payable | Wist Office Products Company | \$11.33 |
| 309128 | 04/27/2021 | Accounts Payable | Advantage Home Performance, Inc | \$14,760.50 |
| 309129 | 04/27/2021 | Accounts Payable | Alhambra Mobile Home Park & Storage | \$7,368.00 |
| 309130 | 04/27/2021 | Accounts Payable | Arizona Planning & Paralegal Solutions | \$1,525.00 |
| 309131 | 04/27/2021 | Accounts Payable | Arizona Public Service | \$1,651.18 |
| 309132 | 04/27/2021 | Accounts Payable | Arizona Water Company | \$343.67 |
| 309133 | 04/27/2021 | Accounts Payable | AT&T | \$49.13 |
| 309134 | 04/27/2021 | Accounts Payable | Beltran, Michael, D | \$144.00 |
| 309135 | 04/27/2021 | Accounts Payable | CenturyLink | \$71.77 |
| 309136 | 04/27/2021 | Accounts Payable | CenturyLink Business Services | \$2,526.49 |
| 309137 | 04/27/2021 | Accounts Payable | Cobre Valley Regional Medical Center | \$55.00 |
| 309138 | 04/27/2021 | Accounts Payable | Community Bridges, Inc. | \$2,195.71 |

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| | | | | |
|--------|------------|------------------|--|-------------|
| 309139 | 04/27/2021 | Accounts Payable | Dalton, Jefferson, R | \$75.00 |
| 309140 | 04/27/2021 | Accounts Payable | DJ's Companies, Inc. | \$210.50 |
| 309141 | 04/27/2021 | Accounts Payable | Gila County Government | \$3,519.97 |
| 309142 | 04/27/2021 | Accounts Payable | GlaxoSmithKline LLC | \$9,183.50 |
| 309143 | 04/27/2021 | Accounts Payable | Globe Exterminators | \$365.00 |
| 309144 | 04/27/2021 | Accounts Payable | Globe-Miami Regional Chamber of Commerce | \$75.00 |
| 309145 | 04/27/2021 | Accounts Payable | Guild Consulting LLC | \$38,166.00 |
| 309146 | 04/27/2021 | Accounts Payable | Healthcare Medical Waste Services, Inc. | \$158.63 |
| 309147 | 04/27/2021 | Accounts Payable | JaLin Enterprises Inc. | \$845.20 |
| 309148 | 04/27/2021 | Accounts Payable | JCG Technologies, Inc | \$567.27 |
| 309149 | 04/27/2021 | Accounts Payable | KENDRICK, ALEXANDER | \$70.00 |
| 309150 | 04/27/2021 | Accounts Payable | Kimley-Horn & Associates, Inc. | \$28,000.00 |
| 309151 | 04/27/2021 | Accounts Payable | Mogollon Valley Pit Program Inc | \$5,000.00 |
| 309152 | 04/27/2021 | Accounts Payable | Nan McKay & Associates, Inc. | \$419.00 |
| 309153 | 04/27/2021 | Accounts Payable | Payson Roundup | \$399.63 |
| 309154 | 04/27/2021 | Accounts Payable | Payson Unified School District #10 | \$1,500.00 |
| 309155 | 04/27/2021 | Accounts Payable | Pleasant Valley Community Medical Center | \$150.00 |
| 309156 | 04/27/2021 | Accounts Payable | Postnet | \$49.32 |
| 309157 | 04/27/2021 | Accounts Payable | Prevent Child Abuse Arizona | \$1,430.00 |
| 309158 | 04/27/2021 | Accounts Payable | Quality Pumping | \$180.61 |
| 309159 | 04/27/2021 | Accounts Payable | RANGER SHREDDING | \$1,015.00 |
| 309160 | 04/27/2021 | Accounts Payable | Ripple , Denice | \$4,113.20 |
| 309161 | 04/27/2021 | Accounts Payable | Rohtert, Jannette, C | \$402.19 |
| 309162 | 04/27/2021 | Accounts Payable | San Tan Recon | \$1,800.00 |
| 309163 | 04/27/2021 | Accounts Payable | SPOK, Inc. | \$15.75 |
| 309164 | 04/27/2021 | Accounts Payable | Stanley Convergent Security Solutions | \$25,199.11 |
| 309165 | 04/27/2021 | Accounts Payable | SWCA Environmental Consultants | \$1,725.00 |
| 309166 | 04/27/2021 | Accounts Payable | Swinney, Michael, A | \$144.00 |
| 309167 | 04/27/2021 | Accounts Payable | Thermo-Fluids, Inc. | \$25.00 |
| 309168 | 04/27/2021 | Accounts Payable | Tonto Basin Chamber of Commerce | \$25.00 |
| 309169 | 04/27/2021 | Accounts Payable | UniFirst Corporation | \$290.68 |
| 309170 | 04/27/2021 | Accounts Payable | US Imaging Inc. | \$308.92 |
| 309171 | 04/27/2021 | Accounts Payable | VERIZON WIRELESS | \$25,495.89 |

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| | | | | |
|--------|------------|------------------|----------------------------------|--------------|
| 309172 | 04/27/2021 | Accounts Payable | Waters Sparkletts of Payson, LLC | \$75.00 |
| 309174 | 04/30/2021 | Accounts Payable | AMERICAN FAMILY LIFE ASSURANCE | \$4,264.80 |
| 309175 | 04/30/2021 | Accounts Payable | ARIZONA LOCAL GOVT EMPLOYEE | \$3,736.24 |
| 309176 | 04/30/2021 | Accounts Payable | ARIZONA STATE RETIREMENT | \$169,424.99 |
| 309177 | 04/30/2021 | Accounts Payable | COLONIAL SUPPLEMENTAL | \$5,137.98 |
| 309178 | 04/30/2021 | Accounts Payable | CORP - AOC | \$18,186.80 |
| 309179 | 04/30/2021 | Accounts Payable | CORP - DISPATCHER | \$476.19 |
| 309180 | 04/30/2021 | Accounts Payable | CORRECTIONS OFFICER | \$9,976.29 |
| 309181 | 04/30/2021 | Accounts Payable | ELECTED OFFICIALS DEFINED | \$31.00 |
| 309182 | 04/30/2021 | Accounts Payable | ELECTED OFFICIALS RETIREMENT | \$13,315.38 |
| 309183 | 04/30/2021 | Accounts Payable | FORP LEGACY | \$11,854.75 |
| 309184 | 04/30/2021 | Accounts Payable | FRATERNAL ORDER OF POLICE | \$118.08 |
| 309185 | 04/30/2021 | Accounts Payable | Gila County Government | \$100.00 |
| 309186 | 04/30/2021 | Accounts Payable | IVY FUNDS | \$567.50 |
| 309187 | 04/30/2021 | Accounts Payable | JP MORGAN CHASE DOR | \$28,322.48 |
| 309188 | 04/30/2021 | Accounts Payable | JP MORGAN CHASE FEDERAL TAX | \$73,565.52 |
| 309189 | 04/30/2021 | Accounts Payable | JP MORGAN CHASE FICA EE | \$61,051.19 |
| 309190 | 04/30/2021 | Accounts Payable | JP MORGAN CHASE FICA ER | \$61,051.19 |
| 309191 | 04/30/2021 | Accounts Payable | JP MORGAN CHASE MEDICARE EE | \$14,453.24 |
| 309192 | 04/30/2021 | Accounts Payable | JP MORGAN CHASE MEDICARE ER | \$14,453.24 |
| 309193 | 04/30/2021 | Accounts Payable | METLIFE | \$400.00 |
| 309194 | 04/30/2021 | Accounts Payable | NATIONWIDE RETIREMENT | \$3,861.50 |
| 309195 | 04/30/2021 | Accounts Payable | NATIONWIDE RETIREMENT | \$3,156.63 |
| 309196 | 04/30/2021 | Accounts Payable | NATIONWIDE TRUST Co FBO NRS | \$4,921.37 |
| 309197 | 04/30/2021 | Accounts Payable | NORTHERN ARIZONA LAW | \$87.50 |
| 309198 | 04/30/2021 | Accounts Payable | PUBLIC SAFETY PERSONNEL | \$17,194.53 |
| 309199 | 04/30/2021 | Accounts Payable | SECURITY BENEFIT GROUP | \$3,043.33 |
| 309200 | 04/30/2021 | Accounts Payable | Social Security Administration | \$194.89 |
| 309201 | 04/30/2021 | Accounts Payable | THUNDERBIRD COLLECTION SPEC | \$429.49 |
| 309202 | 04/30/2021 | Accounts Payable | UNITED STATES TREASURY | \$50.00 |
| 309203 | 04/30/2021 | Accounts Payable | Advantage Home Performance, Inc | \$26,943.50 |
| 309204 | 04/30/2021 | Accounts Payable | Alliant Arizona Propane, LLC | \$2,109.65 |
| 309205 | 04/30/2021 | Accounts Payable | Aqua-Serv Engineers, Inc. | \$125.00 |

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| | | | | |
|-------------------------------------|------------|------------------|--|----------------|
| 309206 | 04/30/2021 | Accounts Payable | Arizona Planning & Paralegal Solutions | \$1,612.50 |
| 309207 | 04/30/2021 | Accounts Payable | Arizona Supreme Court | \$768.74 |
| 309208 | 04/30/2021 | Accounts Payable | Arizona Supreme Court | \$1,921.85 |
| 309209 | 04/30/2021 | Accounts Payable | Arizona Supreme Court | \$768.76 |
| 309210 | 04/30/2021 | Accounts Payable | Arizona Supreme Court | \$3,715.58 |
| 309211 | 04/30/2021 | Accounts Payable | Atomic Pest Control LLC | \$190.50 |
| 309212 | 04/30/2021 | Accounts Payable | CenturyLink | \$415.39 |
| 309213 | 04/30/2021 | Accounts Payable | Chambers, Bryan, B | \$216.27 |
| 309214 | 04/30/2021 | Accounts Payable | Fiesta Business Products | \$1,517.72 |
| 309215 | 04/30/2021 | Accounts Payable | GreatAmerica Leasing Corporation | \$780.10 |
| 309216 | 04/30/2021 | Accounts Payable | Hillyard-Flagstaff | \$442.56 |
| 309217 | 04/30/2021 | Accounts Payable | IC Group | \$1,181.88 |
| 309218 | 04/30/2021 | Accounts Payable | JaLin Enterprises Inc. | \$845.20 |
| 309219 | 04/30/2021 | Accounts Payable | Law Offices of Harriette P. Levitt, PLLC | \$500.00 |
| 309220 | 04/30/2021 | Accounts Payable | Lifesize, Inc. | \$7,985.37 |
| 309221 | 04/30/2021 | Accounts Payable | MTE Communications | \$306.41 |
| 309222 | 04/30/2021 | Accounts Payable | Payson Justice Court | \$267.52 |
| 309223 | 04/30/2021 | Accounts Payable | Payson Magistrate Court | \$3.28 |
| 309224 | 04/30/2021 | Accounts Payable | Payson Senior Center Inc | \$60.00 |
| 309225 | 04/30/2021 | Accounts Payable | RANGER SHREDDING | \$73.50 |
| 309226 | 04/30/2021 | Accounts Payable | Ripple , Denice | \$523.90 |
| 309227 | 04/30/2021 | Accounts Payable | San Diego Police Equipment Co Inc | \$1,367.79 |
| 309228 | 04/30/2021 | Accounts Payable | Tonto Natural Resource Conservation District | \$30,000.00 |
| 309229 | 04/30/2021 | Accounts Payable | UniFirst Corporation | \$76.05 |
| 309230 | 04/30/2021 | Accounts Payable | Waters Sparkletts of Payson, LLC | \$15.00 |
| 309231 | 04/30/2021 | Accounts Payable | Wilson Investigative Services | \$1,600.00 |
| Type Check Totals: 485 Transactions | | | | \$5,874,770.83 |

JP Morgan AP - JP Morgan Accounts Payable Totals

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| Number | Date | Status | Void Reason | Reconciled/ Voided Date | Source | Payee Name | Transaction Amount |
|--|------------|--------|--------------------|----------------------------|------------------|---------------------------------|-----------------------|
| JP Morgan AP - JP Morgan Accounts Payable | | | | | | | |
| <u>Check</u> | | | | | | | |
| 308850 | 04/06/2021 | Voided | Wrong Amount | 04/09/2021 | Accounts Payable | Gila County Government | \$2,786.99 |
| 308889 | 04/09/2021 | Voided | Other Void | 04/19/2021 | Accounts Payable | Clark Arizona Legal Services PC | \$4,025.95 |
| 309000 | 04/15/2021 | Voided | Ach Direct Deposit | 04/15/2021 | Accounts Payable | JP MORGAN CHASE ACH DEPOSIT | \$644,087.34 |
| 309173 | 04/28/2021 | Voided | Ach Direct Deposit | 04/28/2021 | Accounts Payable | JP MORGAN CHASE ACH DEPOSIT | \$682,908.64 |
| Type Check Totals: | | | | | 4 Transactions | | <u>\$1,333,808.92</u> |
| JP Morgan AP - JP Morgan Accounts Payable Totals | | | | | | | |