

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 TELEVIEWED 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.

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 June 29th Special Meeting agenda by no later than 5 p.m. on Monday, June 28th, 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.

SPECIAL MEETING - TUESDAY, JUNE 29, 2021 - 10:00 A.M.

1. **CALL TO ORDER - PLEDGE OF ALLEGIANCE**
2. **REGULAR AGENDA ITEMS:**
 - A. Information/Discussion regarding an update on the American Rescue Plan Act of 2021 grant funding from Gila County's federal lobbyist, Patricia Power of Bose Public Affairs Group. **(Mary Springer)**
 - B. Information/Discussion to consider draft Human Resources Policy No. BOS-HRS-160-*Attendance, Holidays and Leave* that would replace Rule 23-*Attendance, Holidays and Leave* which is under the Gila County Merit System Rules and Procedures. **(Allyn Bulzomi)**

- C. Information/Discussion/Action to approve Amendment No. 1 to an Intergovernmental Agreement between Gila County and Pinal County whereby Pinal County will provide medical examiner services for the period beginning July 1, 2021, through June 30, 2022, for the annual sum of \$375,000. **(Mary Springer)**
- D. Information/Discussion/Action to review all bids submitted for Call for Bids No. 05242021 to provide all advertising, publications, and printing required to be done or made by all departments of Gila County for fiscal year July 1, 2021, through June 30, 2022; and award a contract to the Arizona Silver Belt newspaper at the cost of \$2.50 per column inch for all paid publishing and advertising. **(Mary Springer)**
- 3. **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.
- 4. At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the County Manager may present a brief summary of current events. No action may be taken on information presented.

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-6678

2. A.

Special Meeting

Meeting Date: 06/29/2021

Submitted For: James Menlove, County Manager

Submitted By: Mary Springer, Finance Director

Department: County Manager

Information

Request/Subject

Update on American Rescue Plan Act of 2021 by Patricia Power, Bose Public Affairs Group

Background Information

On March 11, 2021, President Biden signed into law the American Rescue Plan Act (ARPA) (H.R. 1319) whereby counties would receive an allocation on a population-based formula that is intended to combat the COVID-19 pandemic, including the public health and economic impacts. The allocation for Gila County is \$10,492,363. The first tranche was received on Wednesday, May 19, and the 2nd tranche is due to Gila County twelve months after the first payment. The funds must be spent by December 31, 2024. Guidance on the eligible uses of the funds and the reporting mechanism are still being modified at the federal level. Patricia Powers from Bose Public Group, Gila County's federal lobbyist, will provide a briefing on the plan and dialogue with the Board to discuss potential projects allowable under the grant guidance.

Evaluation

It is important for the Board of Supervisors to receive an update on the American Rescue Plan Act and to discuss possible uses for the grant funding and other opportunities that may be available to Gila County.

Conclusion

It would be beneficial to the Board of Supervisors and the public to receive an update from Ms. Power on the American Rescue Plan Act funding activity which affects Gila County.

Recommendation

N/A

Suggested Motion

Information/Discussion regarding an update on the American Rescue Plan Act of 2021 grant funding from Gila County's federal lobbyist, Patricia Power of Bose Public Affairs Group. **(Mary Springer)**

Attachments

American Rescue Plan Act Presentation

American Rescue Plan Act

Considerations for the Gila County Board of Supervisors

June 29, 2021

Patty Power

ARPA – Title M

- Coronavirus State and Local Fiscal Recovery Fund - \$65.1 B for Counties
- Capital Projects Fund - \$10 B to States for infrastructure
- Local Assistance and Tribal Consistency Fund - \$1.5 B for PILT Counties

Coronavirus State and Local Fiscal Recovery Fund (FRF)

- Treasury Department began to release funding and guidance on May 10.
- Gila County allocated \$10,492,363.
- Treasury transferred \$5,246,121 to Gila County in the first tranche.
- Second tranche will be distributed one year from the first transfer.
- Funds must be obligated by 12.31.2024.

Coronavirus State and Local Fiscal Recovery Fund (FRF) Guidance

- Treasury Department published an Interim Final Rule (IFR) on May 16, 2021.
- The IFR was effective upon publication.
- Comments are due on July 16, 2021.
- The IFR describes eligible uses, prohibitions, and reporting and other requirements.
- Treasury highly recommends making comments.

What to do with \$10+ M?

- In addition to the FRF, the ARPA provides additional funds to assist communities, individuals, and businesses recover from COVID-19.
- The Board of Supervisors may consider other federal funding streams to maximize the long-term impact of these federal funds on the County.

Strategic Considerations

- Think invest, not spend.
- Work with local government partners to leverage funding streams to maximize mutual benefits.
- Prioritize funding with other ARPA authorizations before using FRF funds to meet local needs.

Strategic Considerations

- Evaluate each eligible use for FRF funding and prioritize projects accordingly.
- Monitor guidance on other Title M programs - the State's Capital Projects Fund and the County's Local Assistance and Tribal Consistence Fund - to find alternative funding opportunities for County projects.

FRF Eligible Uses

- Public Health and Negative Economic Impacts related to COVID-19;
- Pandemic Hazard Pay for public and private employees;
- Lost revenue replacement to pay for governmental services; and
- Drinking water, wastewater, and broadband infrastructure (not COVID-related).

FRF Eligible Uses – Public Health

- **COVID-19 Mitigation & Containment** - A broad range of services and programming that are needed to contain COVID-19, including using funds for vaccine incentive programs.
- **Medical Expenses** - Provide care and services to address COVID-19 public health needs, risks presented by new variants and long-term effects of the virus.
- **Behavioral Healthcare** - New or enhanced state and local government services that may be needed to meet mental health, substance use and other behavioral health needs.
- **Public Health and Safety Staff** - Responding to the public health and negative economic impacts COVID-19 and requires additional human resources.

FRF Eligible Uses – Negative Economic Impacts

Workers & Families – Assistance to unemployed workers and job training; food, housing, cash and other assistance to households (proportionate); and survivor's benefits for family members of COVID-19 victims.

- **Small Business** – Provide loans and grants to mitigate financial hardship; provide loans, grants and in-kind assistance to implement COVID-19 prevention or mitigation tactics; and provide technical assistance.
- **Public Sector** – Rehire staff and administer economic relief programs.
- **Impacted Industries** - Assist tourism, travel and hospitality and other similarly affected sectors

FRF Eligible Uses – Pandemic Hazard Pay

- **Counties may provide premium pay** (up to \$13/per hour) to eligible county workers performing essential work in-person during the COVID-19 emergency or to provide grants to third-party employers with eligible workers who perform(ed) essential work.
- Hazard pay can cover work after 1/27/2020.
- Cap per employee is \$25,000.
- County can define categories.

FRF Eligible Uses – Revenue Replacement

- Using the formula that assumes lost budget growth at a minimum rate of 4.1% as provided in the IFR, calculate the net lost revenue on an annual basis.
- Up to the amount of lost revenue, the County can use the FRF to fund any governmental service.
- County staff estimates that the IFR formula shows no lost revenue.

FRF Eligible Uses - Infrastructure

- **Drinking Water** – Fund projects eligible under the EPA State Revolving Fund program.
- **Waste Water** - Fund projects eligible under the EPA State Revolving Fund program.
- **Broadband** - Provide service to unserved or underserved households or businesses; prioritize deployment of infrastructure that will bring service to households or businesses that are not currently serviced by a wireline connection that reliably delivers at least 25 MPS and download speed and 3 MBS of upload speed.
- No relationship to COVID-19 required.

FRF Ineligible Uses

- Direct payments into a pension fund.
- Debt payments. [under consideration]
- Payments of legal settlements or judgements.
- Payment into a “rainy day” fund.
- Cannot be used to make a federal match.

Timing

- **January 27, 2020** – Declaration of the public health emergency
- **March 3, 2021** – start of FRF “covered period”
- **July 16, 2021** – IFR comment deadline
- **August 31, 2021** – First *Interim Report* on FRF due to Treasury Department
- **October 31, 2021** – First *Quarterly Project and Expenditure Report* due to Treasury Dept.

Timing

- **December 31, 2024** – all FRF dollars must be obligated.
- **December 31, 2026** – all FRF dollars must be expended.

Related Federal Legislation

- Infrastructure Package
- Annual Appropriations

Next Steps

- Board of Supervisors must consider Gila County's needs at this stage in the pandemic.
- The Board may consider getting input from the community on outstanding needs and/or requests for funding.
- In consideration of County's needs, available funding to meet the needs from other sources, and additional federal COVID funding, the Board can consider prioritizing ARPA funding projects.
- You have time to carefully consider your approach.

Useful Links

- [Interim final rule](#)
- [Fact sheet](#)
- [FAQs](#)
- [Reporting requirements](#)
- [Quick reference guide](#)
- [County Recovery Fund allocations](#)

Discussion

- Questions?
- Specific follow-up needed?
- Set date for next meeting.

ARF-6738

2. B.

Special Meeting

Meeting Date: 06/29/2021

Submitted For: Allyn Bulzomi, HR and Risk Management
Director-Interim

Submitted By: Erica Raymond, Human Resources Assistant Sr.

Department: Human Resources

Information

Request/Subject

Draft Human Resources Policy No. BOS-HRS-160-*Attendance, Holidays, and Leave*

Background Information

Many years ago the Board of Supervisors adopted Rule No. 23-*Attendance, Holidays and Leave*. That rule is under the Gila County Merit System Rules and Procedures. For the past several years, the Human Resources Department has been reviewing existing rules under the Gila County Merit System Rules and Procedures and presenting updated policies to the Board of Supervisors for consideration of approval. The new policies are in a format that is consistent with all policies adopted by the Board of Supervisors. The existing rule is outdated, so a new draft policy is being presented to the Board of Supervisors at a Work Session for discussion.

Gila County leave accruals are significantly lower than other jurisdictions.

The average leave accruals for those counties not using Paid Time Off (PTO) are as follows:

<u>Average Vacation Accrual</u>	<u>AZ Counties</u>	<u>Gila County</u>
Beginning	4.403	3.08
Maximum	8.61	6.16

Evaluation

Beginning vacation accruals in Gila County are 43% lower than the state average, and 40% lower for the maximum vacation accrual. Additionally, Gila County's beginning vacation leave accrual is 44% lower than the six (6) surrounding counties. The Board of Supervisors is being asked to consider adopting draft Policy No. BOS-HRS-160 at a future Board meeting after it has been thoroughly reviewed and discussed at this Work Session.

Conclusion

Leave time is one-factor potential applicants look at when searching for positions. More competitive accrual rates would assist in attracting applicants and assist in the retention of current employees.

Recommendation

Allyn Bulzomi, Interim Human Resources and Risk Management Department Director, recommends that the Board of Supervisors consider a new policy being presented at this Work Session, which would replace an existing rule that addresses attendance, holidays, and leave. The new policy being presented is draft Human Resources Policy No. BOS-HRS-160- *Attendance, Holidays and Leave*. All other Gila County Merit System Rules and Policies will remain in effect unless or until amended by the Board of Supervisors.

Suggested Motion

Information/Discussion to consider draft Human Resources Policy No. BOS-HRS-160- *Attendance, Holidays and Leave* that would replace Rule 23- *Attendance, Holidays and Leave* which is under the Gila County Merit System Rules and Procedures. **(Allyn Bulzomi)**

Attachments

HRS 160 - Proposed Policy w/edits

Rule 23

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I. This policy covers all employees in the classified service. Sections 160.8 and 160.13 cover employees in the unclassified service, although nothing in this policy waives the at will status of an unclassified employee.

II. Basic Work Week. Except as otherwise provided, the regular basic work week of full-time County employees shall be forty (40) hours, normally consisting of eight (8) hours per day, Monday through Friday. Appointing Authorities may set specific hours of work within a regular work week to meet the needs of the County. Modifications to this provision, in order to provide essential County services, may be made subject to any federal, state or Constitutional limitations relating to hours of work.

III. Holidays.

A. Employees occupying regular positions shall be allowed time off with pay as provided for by County policy for those holidays recognized by Gila County, provided the employee is not on leave without pay on the employee's work days immediately preceding and following the day on which the holiday is observed. Employees required to work holidays in order to provide essential services shall receive for each such holiday worked compensation or compensatory time off as allowed by Federal or State law or as provided in the Gila County Merit System Rules and Policies. The holidays recognized by Gila County are as follows:

- | | |
|--|----------------------------|
| 1. January 1 | New Year's Day |
| 2. Third Monday in January | MLK/Civil Rights Day |
| 3. Third Monday in February | Lincoln/Washington Day |
| 4. Last Monday in May | Memorial Day |
| 5. July 4 | Independence Day |
| 6. First Monday in September | Labor Day |
| 7. November 11 | Veteran's Day |
| 8. Fourth Thursday in November | Thanksgiving Day |
| 9. Friday after the Fourth
Thursday in November | Day After Thanksgiving Day |
| 10. December 25 | Christmas Day |

B. Unless otherwise necessary due to circumstances, County offices shall be closed on each of the ten holidays listed above. If Holidays (1), (5), (~~8~~-7) or (10) fall on a Sunday, the holiday shall be observed on the following Monday. If Holidays (1), (5), (~~8~~ 7), or (10) fall on a Saturday, the holiday shall be observed on the preceding Friday.

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IV. Leave Time.

A. General

1. The purpose of paid leave time is to allow employees to earn wages up to the amount normally earned by working the employee's regularly scheduled work week.
2. Appropriate types of leave will be allowed to the extent that will ensure payment for a forty (40) hour work week.
3. Leave time will not be used in any manner to generate hours in excess of the normal work week.

V. Coverage and Administration of Leave.

A. Coverage and Exclusions. Employees receiving original appointments are eligible to accrue leave with pay from the date of appointment. Emergency and temporary appointees are not eligible to accrue or use any type of leave with pay. The following employees shall be eligible for leave as indicated:

1. Employees occupying regular positions who have completed six (6) months of continuous service may be allowed to use accrued annual leave.
2. Employees occupying regular positions who have completed ninety (90) continuous days of service may be allowed to use accrued sick leave.
3. Employees working less than twenty (20) hours per week are not eligible to accrue or use annual or sick leave.
4. Employees on leave without pay do not accrue annual or sick leave for those periods of leave without pay.

B. Avoiding Forfeiture of Leave. Departments should plan and carry out their functions so that reasonable opportunity is afforded to employees to use accumulated leave time. Authority for approving use of annual and compensatory leave rests with the Appointing Authority.

C. Forfeiture of Leave.

1. Annual leave accruals may not exceed two hundred forty (240) hours per employee.
2. Original probationary employees who do not complete their probationary periods shall forfeit all accrued annual and sick leave, except that an employee who is reemployed by the County within nine (9) months of his/her separation will have any un-used sick leave reinstated. If the employee's original probationary period is extended past the six (6) months and they fail their probation, unused vacation shall be paid at separation.

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- D. Reporting and Recording Leave. The Appointing Authority for each department shall be responsible for ensuring that all leave used is properly recorded as established by the Human Resources Department.
- E. Leave Requests. Requests to use leave time shall be approved in advance of usage. Departments should establish procedures for emergency requests for leave. No unearned leave shall be approved for payment.
- F. Disposition of Accrued Leave Upon Transfer. Employees who transfer between departments shall retain any accumulated leave time.
- G. Disposition of Accrued leave Upon End of County Service. For those employees eligible to use leave, accrued leave will be disposed of upon completion of County service as follows:
 - 1. Accrued annual leave will be paid at the employee's regular hourly rate.
 - 2. Unused compensatory time will be paid.

VI. Annual Leave.

A. Rate of Accrual.

- 1. Regular status full-time employees shall accrue annual time at the following rates:

<u>Years of Continuous Service</u>	<u>Hours Per Pay Period</u>	<u>Hours Per Year</u>	<u>Approximate Days Per Year</u>
1 - 3 4 thru 6	3.08 3.70	80 96.2	10 12
5 - 6 7 thru 9	4.62 5.54	120 144.0	15 18
10 & over	6.16 6.46	160 168	20 21

Director Level & Chief Deputies for Elected Officials shall receive 21 days per year

- 2. Employees prior to January 1, 1987 accruing twenty-five (25) days of annual leave per year will continue at that rate of accrual until termination or retirement.
- 3. Regular status part-time employees assigned to work at least twenty (20) hours per week but less than full time (forty [40] hours per week) shall accrue annual leave for each two (2) week pay period in which they are in a pay status as follows:

<u>Regularly Scheduled Hours Per Pay Period</u>	<u>Percent of Regular Accrual</u>
40 but less than 48	50
48 but less than 56	60

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56 but less than 64	70
64 but less than 72	80
72 but less than 80	90

B. Use of Annual Leave.

1. Employees eligible to accrue annual leave should request leave far enough in advance of the desired time off to allow the employee's department to schedule around such time off so as to meet the needs of the department.
2. Appointing Authorities have the authority to approve or disapprove annual time requested.
3. Annual leave shall not be charged against an employee's accrued leave balance for an authorized holiday which occurs while an employee is utilizing annual leave. The employee should notify the Human Resources Department of holidays occurring during annual leave.

(Revised 3.24.21)

C. Leave Donation. Donation of leave may be made among all levels of County employment and is based on the dollar value of the leave donated. Only annual leave and compensatory leave are subject to donation.

1. An employee is eligible to receive donated leave under the following circumstances:
 - a. All sick leave, annual leave, and compensatory time have been exhausted and;
 - b. The employee is not eligible to receive benefits through a disability insurance program obtained through Gila County and;
 - c. The employee is not eligible to receive payments from the retirement system of which they are a member and;
 - d. The employee is not eligible to receive payments from social security and;
 - e. The employee is not eligible for any publicly funded financial assistance program for disability.
 - f. The employee or immediate family member (as defined under the FMLA) must have a serious health condition as defined under the FMLA.
2. The dollar ratio of donated leave will be adjusted proportionately to the salaries of the donor and recipient. The Gila County Human Resources Department is responsible for making such determination. The recipient is under no obligation to repay the donated hours or monies.

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3. The maximum amount of annual leave that may be donated during any fiscal year is limited to forty (40) hours. The amount of compensatory leave that may be donated is unlimited. The disabled employee may receive donations from any number of donor employees.
4. If the recipient of the donated hours has a serious health condition, he/she must currently be on an approved medical leave of absence without pay and possess a doctor's certification specifying that the recipient is not yet able to return to work. The recipient must deliver the doctor's certification to his/her Appointing Authority. The recipient must have exhausted all paid sick leave, annual leave, and compensatory time from his/her leave balances.
5. Procedure:
 - a. The employee/supervisor shall notify the Human Resources Department of the need for donated leave.
 - b. Human Resources shall send a "Name Disclosure Form: to the employee to sign and return to Human Resources.
 - c. Human Resources shall send out a Leave Donation template to the entire County requesting leave donations for the employee. Leave Donation forms received by Human Resources shall be approved or denied after Human Resources verifies the donor has not exceeded the forty (40) hours maximum vacation donation limit.
 - d. Human Resources shall calculate the dollar ration conversion and shall track the donation. Completed donation forms shall be filed and maintained by Human Resources.
 - e. If recipient employee is short of hours on the current pay period, Payroll will look into the donation "bank" and use any available donated hours, in the order they were donated, to make the employee's hours whole. Payroll will electronically date stamp the donation form noting the pay period the hours were used.
 - f. Payroll will remove any used donations out of the "bank" once the employee returns to work.

VII. Sick Leave

A. Rate of Accrual

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1. Regular status full-time employees shall accrue sick leave at the rate of ~~ten (10)~~ **twelve (12)** days per year (three and ~~eight one hundredths~~ **seven tenths** [~~3.08~~ **3.70**] hours per pay period). Maximum accrual is unlimited.
2. Employees retiring with at least one thousand (1,000) hours of unused sick leave will be entitled to a \$3,000 sick leave bonus.
3. Regular status part-time employees shall accrue sick leave at the following rates:

<u>Regularly Scheduled Hours Per Pay Period</u>	<u>Percent of Regular Accrual</u>
40 but less than 48	50
48 but less than 56	60
56 but less than 64	70
64 but less than 72	80
72 but less than 80	90

- B. Sick Leave. Employees eligible to accrue sick leave may use sick leave only as provided in these Rules. Sick leave may include any period of absence with pay of an employee under the following conditions:
1. Illness or injury;
 2. Medical or dental care;
 3. Quarantine or exposure to contagious disease which might be reasonably suspected of endangering others by the attendance of the exposed employee.
 4. Illness or injury of a member of the immediate family which requires the presence of the employee for assistance or care.
 5. Immediate Family is defined as spouse, child, adopted child, stepchild, ward, mother, father, brother, sister, and grandparents or grandchildren or an individual who stands or stood in loco parentis of either employee or spouse.
- C. Verification of Need for Sick Leave. The Appointing Authority may require an employee requesting sick leave to submit documentation substantiating the need for sick leave for any period of leave of three (3) or more consecutive work days
- D. Sick Leave Without Pay. In cases where the employee does not have sufficient leave time accrued to cover disability, such employee may request unpaid leave.

(Revised 3.24.21)

VIII. Family and Medical Leaves of Absence: The purpose of the Family and Medical Leave Act of 1993 (hereinafter referred to as Family Leave) is to entitle employees to take up to twelve (12) workweeks of leave during any twelve (12) month period for adoption or childbirth, the placement

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of a child with the employee for adoption or foster care, or to care for a seriously ill child (son or daughter), parent, spouse or the employee's own illness.

A. Eligibility:

1. All County employees are eligible for Family Leave if they have been employed with Gila County for:
 - a. At least twelve (12) months; and
 - b. For at least 1,250 hours (156 days) of service with the County during the previous twelve (12) month period.
2. Under certain circumstances, the highest paid 10% of the work force may be denied Family Leave if such leave would cause an economic hardship for Gila County.
3. Military Family Leave Provisions:
 - a. Qualifying Exigency Leave: An employee may take up to 12 workweeks of FMLA to handle certain non-medical exigencies arising from the fact that the employee's spouse, son, daughter, or parent in the National Guard or Reserve is on active duty or called to active duty status. There are eight qualifying exigencies that merit this type of leave:
 1. Short-notice deployment
 2. Attending military sponsored functions
 3. Counseling
 4. Rest and recuperation
 5. Post-deployment activities
 6. Making appropriate financial/legal arrangements
 7. Arranging for alternative childcare
 8. additional activities not encompassed in the previous categories that arise out of the covered military member's active duty or call to active duty status to which the employee and county agree
 - b. Military Caregiver Leave: Family members and next of kin of covered service members may take up to 26 workweeks of leave in a "single 12 month period" to care for a covered service member with a serious illness or injury in the line of duty.

B. Requirements:

1. An employee shall be entitled to a total of twelve (12) workweeks of leave during any twelve (12) month period for any of the following reasons or combination of the following reasons:
 - a. The birth of a child and in order to care for such child.

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- b. Because of the placement of a child with an employee for adoption or foster care.
- c. In order to care for the spouse, child or parent of the employee.
- d. Due to a serious health condition that makes the employee unable to perform the duties of the position held.

- 2. Family leave may be taken intermittently or on a reduced schedule if so requested in advance by the employee and approved by the Appointing Authority.
- 3. For the purposes of this Rule, a “serious health condition” shall be defined as “an illness, injury, impairment or physical or mental condition” involving either inpatient care or continuing treatment by a certified health care provider. This is for a period of three (3) consecutive days or more.

C. Paid/Unpaid Leave:

- 1. Before unpaid Family Leave will be granted, an employee must first exhaust any accrued sick and annual time.
- 2. Any paid leave (i.e. annual or sick) granted during a Family Leave period shall be counted towards the annual total twelve (12) workweeks of Family Leave.

D. Employee Notice:

- 1. If the necessity for Family Leave is foreseeable by an employee (i.e. expected childbirth, adoption) an employee must provide their Appointing Authority with not less than thirty (30) days notice before the date the leave is to begin.
- 2. If Family Leave is based on foreseeable and/or planned medical treatment of a spouse, child (son and/or daughter), parent, or an employee’s own treatment, an employee must:
 - a. Make a reasonable effort to schedule such treatment as to not disrupt essential operations of the department;
 - b. Provide their Appointing Authority with not less than thirty (30) days notice before the date the leave is to begin.

E. Husband and Wife – Both County Employees: If a husband and wife are both employed by Gila County, the total aggregate number of workweeks of Family Leave will be limited to twelve (12) total workweeks during any twelve (12) month period for the purposes of caring for a new child or a sick parent.

F. Medical Certification:

- 1. In order for an employee to be granted Family Leave due to medical treatment of a spouse, child (son and/or daughter), parent or an employee’s own treatment, a certificate from the health care provider is required. The certificate must include:
 - a. The date on which the condition commenced.

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- b. The appropriate medical facts of the condition.
 - c. If the Family Leave is to be granted for the care or assistance in the recovery from an illness of a child, parent, or spouse, a statement that the employee is needed to provide the care.
 - d. If the Family Leave is to be granted for an employee's own treatment, a statement that the employee is unable to perform the duties of his/her position.
 - e. For planned employee intermittent leave or reduced work schedule, the dates and duration of each period, what treatment is expected, and a statement of the medical necessity.
 - f. A statement that the leave is necessary for planned intermittent or reduced work schedule time for the care or assistance in the recovery from illness of a child, parent, or spouse.
2. Statements from health care providers shall be given to the Human Resources Department for review and approval.
 3. Gila County reserves the right to have the employee obtain a second opinion, or third opinion if necessary, at Gila County's expense, regarding certifications by providers.
4. Employees on Family Leave are required to inform their Appointing Authority at least every thirty (30) days as to their status and possible return to work. Gila County reserves the right to require an employee to obtain subsequent re-certification(s) from a health care provider on a reasonable basis as deemed necessary by the Appointing Authority and after review by the Director.
- G. Replacement During Family Leave: Gila County reserves the right to replace an employee, on a temporary or permanent basis, while such employee is on Family Leave.
- H. Return From Family Leave:
1. As a condition of restoration, an employee returning from Family Leave must provide his/her Appointing Authority with a certification from the attending health care provider that they can return to work. The certification must outline what duties and restrictions the returning employee can assume (i.e. normal duties, can lift only 10 pounds, etc.).
 2. An employee returning from Family Leave shall be:

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- a. Restored to the same position held when the leave commenced, or;
- b. Restored to a comparable position with equivalent benefits, pay, etc.

I. Health Benefits:

1. Employee Coverage:

- a. For an employee on Family Leave, Gila County shall maintain and continue to pay for the employee's medical coverage under the Gila County employee health plan.
- b. If the employee is released by his/her health provider and fails to return from Family Leave after the period of leave expires, all premiums paid for group health coverage during the period of unpaid Family Leave may be recovered from the employee.

2. Medical Insurance Premiums: Employees on Family Leave who have health coverage shall bear the responsibility to maintain and continue to pay for medical coverage if the employee so chooses. Arrangements to pay for medical coverage are to be made with the Human Resources Department prior to the commencement of the Family Leave.

- J. Leave Accruals: Annual and sick leaves shall not accrue during a period of unpaid Family Leave.

- K. Twelve Month Period is a "rolling" twelve (12) month period measured backward from the date an employee uses any leave under the Act.

IX. Leaves of Absence With Pay. Employees may be granted leaves from work with pay under the following provisions. Pay granted shall not be charged to the employee's accrued sick, vacation, or compensatory leave credits.

- A. Regular status County employees called to serve upon a jury during their work hours. Any federal jury pay (excluding reimbursement for miles traveled, food, and/or lodging) received by such employee must be turned over to the Treasurer's Department and a Treasurer's receipt furnished to the Human Resources Department. County jury pay is mileage only.

- B. Leave with pay up to three (3) hours of duty time may be utilized for voting by an employee who is qualified to vote on primary and general election days.

- C. Leave with pay for County business requiring an employee to be absent from the County more than one day, except for established or routine duties, may be granted with approval of the Appointing Authority.

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- D. Leave with pay to attend trade, professional, or other meetings which directly relate to official duties may be granted with approval from the Appointing Authority.
- E. An Appointing Authority may authorize an employee to be absent with pay on administrative leave during a state of emergency declared by the Governor, or in other emergency situations such as extreme weather conditions, fire, flood, or malfunction of publicly-owned or controlled machinery or equipment.
- F. An Appointing Authority may grant administrative leave to relieve an employee of duties temporarily during the investigation of alleged wrongdoing by the employee.
- G. Bereavement Leave. In the event of the death of a member of the immediate family, up to twenty-four (24) hours of paid leave may be granted. Up to forty (40) hours of paid leave may be allowed for circumstances requiring substantial (out of state) travel. Probationary and temporary employees are not eligible for bereavement leave.
- H. For the purposes of Bereavement Leave, Immediate Family means spouse, child, adopted child, stepchild, ward, mother, father, brother, sister, and grandparents or grandchildren or an individual who stands or stood in loco parentis of either employee or spouse.

X. Leaves of Absence Without Pay

- A. Educational Leave. Leave without pay may be granted for reasonable periods of time (normally not exceeding one [1] year) to enable employees to attend work-related education and training courses. Educational leave without pay may be granted by the Appointing Authority after the Human Resources Director has certified that such leave is in the best interest of the County.
- B. Personal Leave. Up to six (6) months leave without pay for personal reasons may be granted upon approval of the Board of Supervisors and with concurrence of the Appointing Authority when fully justified in writing by the employee.
- C. Victim's Leave. Leave for victims of criminal offenses, pursuant to A.R.S. 13-4439 and 8-420. Before an employee may leave work pursuant to this section, the employee shall do all of the following:
 - 1. Provide the employer with a copy of the form provided to the employee by the law enforcement agency pursuant to A.R.S. 8-386(A), or a copy of the information the law enforcement agency provides to the employee pursuant to section A.R.S. 8-386(E).
 - 2. If applicable, give the employer a copy of the notice of each scheduled proceeding that is provided to the victim by the agency that is responsible for providing notice to the victim.

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D. Return From Leave Without Pay. Except where an employee has a protected right to return to his/her position, an employee's right to return from leave without pay to a position in the County service shall be conditioned upon the availability of an appropriate position and sufficient appropriation. Any unused accruals shall be reinstated at the time of return to duty.

XI. Military Leave. An employee who requests absence with pay on military leave pursuant to A.R.S. §26-168, 26-171, or 38-610, shall submit a copy of the orders for duty with the request for military service.

XII. Absence Without Leave

- A. Any unauthorized absence of an employee from duty shall be considered an absence without leave and deduction of pay may be made for such absence.
- B. Any unauthorized absence shall constitute grounds for disciplinary action up to and including dismissal.

(Any employee who is absent for three (3) or more consecutive days without authorized leave is automatically considered to have abandoned the position. When extenuating circumstances are found to have existed, such absence may be covered by leave with or without pay by the Appointing Authority with concurrence of the Human Resources Director.

XIII. Workers Compensation Leave

A. Use of Leave.

1. An employee who sustains a job-related "medical only" injury that is compensable under the Workers' Compensation Law, Title 23, Chapter 6, A.R.S., or who is returned to modified or light duty, shall be required to use any available sick or annual leave when receiving medical treatment during the employee's normal working hours unless the employee has been directed by the County to report to the treatment facility (as in the case of an independent medical examination). In this case, the employee will be paid his/her regular wage from the department budget.
2. An employee who sustains a job-related lost time injury that is compensable under the Workers' Compensation Law, Title 23, Chapter 6, A.R.S., shall be placed on sick leave unless the employee has an available compensatory time balance.

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3. The employee may elect to use compensatory leave, if available. Once available compensatory leave is exhausted or the employee chooses to no longer draw from the account, the employee will be placed on sick leave and finally annual leave until these leave accounts have been exhausted.
4. If eligible, the employee will be placed upon Family Medical Leave. Note: FMLA will not be charged against any time off in which the employee is using accrued compensatory time.
5. After all leave accounts are exhausted, the employee shall be placed on leave without pay.

B. Payments.

1. An employee shall use leave in an amount necessary to receive total payments (leave payments plus Workers' Compensation payments) not to exceed the gross salary of the employee.
2. If the employee receives a retroactive Workers' Compensation payment for the initial five day period of industrial injury, and for that period has received leave payments, the employee shall reimburse the County for five days of Workers' Compensation payments, and the equivalent value of leave shall be restored to the employee's appropriate leave account.

- C. Modified or Light Duty.** In the event of an industrial injury that prevents an individual from performing their regular duties, modified or light duty may be offered at the discretion of the County. The County will first attempt to place the employee on modified or light duty within his/her originating department. If no modified or light duty is available in the originating department, the County may place the employee in another department. Regardless of the department the employee is placed in, wages

will be paid from the originating department's budget. An employee who is offered modified or light duty who is currently on Family Leave will not be required to accept the modified or light duty. However, they may forfeit future workers compensation payments. All light duty positions are temporary in nature to be reviewed every thirty (30) days.

- D. Restriction.** Sick leave with pay or leave without pay shall not be granted to an employee who fails to accept compensation available pursuant to the industrial injury and disease provisions of A.R.S. §23-901 to 23-1091.

E. Health Benefit Plan Participation.

1. An employee who is on leave without pay due to an industrial disability may continue to participate in the Health Benefit Plan for a maximum of six months by paying the employee contribution.
2. At the end of this six month period, an employee who remains on leave without pay due to industrial disability may continue to participate in the Health Benefit Plan by

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paying both the employer and employee contributions, until the employee returns to work or is determined to be eligible for Medicare coverage or Long Term Disability, whichever occurs first.

- F. Disability Income Insurance Plan Participation. An employee who is on leave without pay may continue to participate in the Disability Income Insurance Plan by paying the premium.
- G. Termination. The insurance coverage of an individual on leave without pay who allows payment of the premiums or contributions to become delinquent shall terminate at 11:59 p.m. on the last day of the period covered by the last premium or contribution paid.
- H. Accrual of Leave. An employee shall continue to accrue full leave credits as long as the employee is using two or more hours of leave each day.

RULE 23 – Attendance, Holidays and Leave

This policy covers all employees in the classified service. Sections 23.7 and 23.12 cover employees in the unclassified service, although nothing in this policy waives the at will status of an unclassified employee.

23.1 Basic Work Week. Except as otherwise provided, the regular basic work week of full-time County employees shall be forty (40) hours, normally consisting of eight (8) hours per day, Monday through Friday. Modifications to this provision, in order to provide essential County services, may be made subject to any federal, state or Constitutional limitations relating to hours of work.

23.2 Holidays.

A. Employees occupying regular positions shall be allowed time off with pay as provided for by County policy for those holidays recognized by Gila County, provided the employee is not on leave without pay on the employee's work days immediately preceding and following the day on which the holiday is observed. Employees required to work holidays in order to provide essential services shall receive for each such holiday worked compensation or compensatory time off as allowed by Federal or State law or as provided in the Gila County Merit System Rules and Policies. The holidays recognized by Gila County are as follows:

1. January 1	New Year's Day
2. Third Monday in January	MLK/Civil Rights Day
3. Third Monday in February	Lincoln/Washington Day
4. Last Monday in May	Memorial Day
5. July 4	Independence Day
6. First Monday in September	Labor Day
7. November 11	Veteran's Day
8. Fourth Thursday in November	Thanksgiving Day
9. Friday after the Fourth Thursday in November	Day After Thanksgiving Day
10. December 25	Christmas Day

B. Unless otherwise necessary due to circumstances, County offices shall be closed on each of the ten holidays listed above. If Holidays (1), (5), (8) or (10) fall on a Sunday, the holiday shall be observed on the following Monday. If Holidays (1), (5), (8), or (10) fall on a Saturday, the holiday shall be observed on the preceding Friday.

Revised (09/13)

23.3 Leave Time.

A. General

1. The purpose of paid leave time is to allow employees to earn wages up to the amount normally earned by working the employee's regularly scheduled work week.
2. Appropriate types of leave will be allowed to the extent that will ensure payment for a forty (40) hour work week.
3. Leave time will not be used in any manner to generate hours in excess of the normal work week.

23.4 Coverage and Administration of Leave.

- A. Coverage and Exclusions. Employees receiving original appointments are eligible to accrue leave with pay from the date of appointment. Emergency and temporary appointees are not eligible to accrue or use any type of leave with pay. The following employees shall be eligible for leave as indicated:
 1. Employees occupying regular positions who have completed six (6) months of continuous service may be allowed to use accrued annual and sick leave.
 2. Employees working less than twenty (20) hours per week are not eligible to accrue or use annual or sick leave.
 3. Employees on leave without pay do not accrue annual or sick leave for those periods of leave without pay.
- B. Avoiding Forfeiture of Leave. Departments should plan and carry out their functions so that reasonable opportunity is afforded to employees to use accumulated leave time. Authority for approving use of annual and compensatory leave rests with the Appointing Authority.
- C. Forfeiture of Leave.
 1. Annual leave accruals may not exceed two hundred forty (240) hours per employee.
 2. Original probationary employees who do not complete their probationary periods shall forfeit all accrued annual and sick leave.
- D. Reporting and Recording Leave. The Appointing Authority for each department shall be responsible for ensuring that all leave used is properly recorded as established by the Personnel Department.
- E. Leave Requests. Requests to use leave time shall be approved in advance of usage. Departments should establish procedures for emergency requests for leave. No unearned leave shall be approved for payment.
- F. Disposition of Accrued Leave Upon Transfer. Employees who transfer between departments shall retain any accumulated leave time.
- G. Disposition of Accrued leave Upon End of County Service. For those employees eligible to use leave, accrued leave will be disposed of upon completion of County service as follows:
 1. Accrued annual leave will be paid at the employee's regular hourly rate.
 2. Unused compensatory time will be paid.

23.5 Annual Leave.

A. Rate of Accrual.

1. Regular status full-time employees shall accrue annual time at the following rates:

<u>Years of Continuous Service</u>	<u>Hours Per Pay Period</u>	<u>Hours Per Year</u>	<u>Approximate Days Per Year</u>
1 0 thru 4 thru 3	3.08 3.70	80 96.2	10 12
5 4 thru 9 6	4.62	120	15
7 thru 9	5.54	144.0	18
10 & over	6.16 6.46	160 168	20 21

Director Level & Chief Deputies for Elected Officials shall receive 21 days per year

2. Employees prior to January 1, 1987 accruing twenty-five (25) days of annual leave per year will continue at that rate of accrual until termination or retirement.
3. Regular status part-time employees assigned to work at least twenty (20) hours per week but less than full time (forty [40] hours per week) shall accrue annual leave for each two (2) week pay period in which they are in a pay status as follows:

<u>Regularly Scheduled Hours Per Pay Period</u>	<u>Percent of Regular Accrual</u>
40 but less than 48	50
48 but less than 56	60
56 but less than 64	70
64 but less than 72	80
72 but less than 80	90

B. Use of Annual Leave.

1. Employees eligible to accrue annual leave should request leave far enough in advance of the desired time off to allow the employee's department to schedule around such time off so as to meet the needs of the department.
2. Appointing Authorities have the authority to approve or disapprove annual time requested.
3. Annual leave shall not be charged against an employee's accrued leave balance for an authorized holiday which occurs while an employee is utilizing annual leave. The employee should notify the Personnel Department of holidays occurring during annual leave.

(Revised 3.24.21)

- C. Leave Donation. Donation of leave may be made among all levels of County employment and is based on the dollar value of the leave donated. Only annual leave and compensatory leave are subject to donation.
1. An employee is eligible to receive donated leave under the following circumstances:
 - a. All sick leave, annual leave, and compensatory time have been exhausted and;
 - b. The employee is not eligible to receive benefits through a disability insurance program obtained through Gila County and;
 - c. The employee is not eligible to receive payments from the retirement system of which they are a member and;
 - d. The employee is not eligible to receive payments from social security and;
 - e. The employee is not eligible for any publicly funded financial assistance program for disability.
 - f. The employee or immediate family member (as defined under the FMLA) must have a serious health condition as defined under the FMLA.
 2. The dollar ratio of donated leave will be adjusted proportionately to the salaries of the donor and recipient. The Gila County Personnel Department is responsible for making such determination. The recipient is under no obligation to repay the donated hours or monies.
 3. The maximum amount of annual leave that may be donated during any fiscal year is limited to forty (40) hours. The amount of compensatory leave that may be donated is unlimited. The disabled employee may receive donations from any number of donor employees.
 4. If the recipient of the donated hours has a serious health condition, he/she must currently be on an approved medical leave of absence without pay and possess a doctor's certification specifying that the recipient is not yet able to return to work. The recipient must deliver the doctor's certification to his/her Appointing Authority. The recipient must have exhausted all paid sick leave, annual leave, and compensatory time from his/her leave balances.
 5. Procedure:
 - a. To initiate the transfer of leave, the donor must voluntarily request the "Donation of Leave" form from the Personnel Department. He/she must indicate the recipient and then complete the "Donor" portion of the form and sign the form before a Notary Public. After completion of the donor information, the form is forwarded to the recipient's department.
 - b. The recipient's department then completes the recipient's section of the form and attaches the doctor's certificate of unavailability to perform current duties. The completed form is then sent to the Personnel Department for approval.
 - c. The Personnel Department will then verify the doctor's certification (additional information may be requested as necessary). After approval, the original copy of the form is kept by the Personnel Department. Copies will then be forwarded to the Finance Department, the recipient, recipient's department and the donor.
 - d. If not approved, the Personnel Department will so indicate reason for disallowance on the form and copies will be distributed to the appropriate parties.

23.6 Sick Leave

A. Rate of Accrual

1. Regular status full-time employees shall accrue sick leave at the rate of ~~ten (10)~~ **twelve (12)** days per year (three and ~~eight one hundredths~~ **seven tenths** [~~3.08~~ **3.70**] hours per pay period). Maximum accrual is unlimited.
2. Employees retiring with at least one thousand (1,000) hours of unused sick leave will be entitled to a \$3,000 sick leave bonus.
3. Regular status part-time employees shall accrue sick leave at the following rates:

<u>Regularly Scheduled Hours Per Pay Period</u>	<u>Percent of Regular Accrual</u>
40 but less than 48	50
48 but less than 56	60
56 but less than 64	70
64 but less than 72	80
72 but less than 80	90

- B. Sick Leave. Employees eligible to accrue sick leave may use sick leave only as provided in these Rules. Sick leave may include any period of absence with pay of an employee under the following conditions:
1. Illness or injury;
 2. Medical or dental care;
 3. Quarantine or exposure to contagious disease which might be reasonably suspected of endangering others by the attendance of the exposed employee;
 4. Illness or injury of a member of the immediate family which requires the presence of the employee for assistance or care.
 5. Immediate Family is defined as spouse, child, adopted child, stepchild, ward, mother, father, brother, sister, and grandparents or grandchildren or an individual who stands or stood in loco parentis of either employee or spouse.
- C. Verification of Need for Sick Leave. The Appointing Authority may require an employee requesting sick leave to submit documentation substantiating the need for sick leave.
- D. Sick Leave Without Pay. In cases where the employee does not have sufficient leave time accrued to cover disability, such employee may request unpaid leave.

(Revised 3.24.21)

23.7 Family and Medical Leaves of Absence: The purpose of the Family and Medical Leave Act of 1993 (hereinafter referred to as Family Leave) is to entitle employees to take up to twelve (12) workweeks of leave during any twelve (12) month period for adoption or childbirth, the placement of a child with the employee for adoption or foster care, or to care for a seriously ill child (son or daughter), parent, spouse or the employee's own illness.

A. Eligibility:

1. All County employees are eligible for Family Leave if they have been employed with Gila County for:
 - a. At least twelve (12) months; and
 - b. For at least 1,250 hours (156 days) of service with the County during the previous twelve (12) month period.
2. Under certain circumstances, the highest paid 10% of the work force may be denied Family Leave if such leave would cause an economic hardship for Gila County.
3. Military Family Leave Provisions:
 - a. Qualifying Exigency Leave: An employee may take up to 12 workweeks of FMLA to handle certain non-medical exigencies arising from the fact that the employee's spouse, son, daughter, or parent in the National Guard or Reserve is on active duty or called to active duty status. There are eight qualifying exigencies that merit this type of leave:
 1. Short-notice deployment
 2. Attending military sponsored functions
 3. Counseling
 4. Rest and recuperation
 5. Post-deployment activities
 6. Making appropriate financial/legal arrangements
 7. Arranging for alternative childcare
 8. additional activities not encompassed in the previous categories that arise out of the covered military member's active duty or call to active duty status to which the employee and county agree
 - b. Military Caregiver Leave: Family members and next of kin of covered service members may take up to 26 workweeks of leave in a "single 12 month period" to care for a covered service member with a serious illness or injury in the line of duty.

B. Requirements:

1. An employee shall be entitled to a total of twelve (12) workweeks of leave during any twelve (12) month period for any of the following reasons or combination of the following reasons:
 - a. The birth of a child and in order to care for such child.
 - b. Because of the placement of a child with an employee for adoption or foster care.
 - c. In order to care for the spouse, child or parent of the employee.
 - d. Due to a serious health condition that makes the employee unable to perform the duties of the position held.
2. Family leave may be taken intermittently or on a reduced schedule if so requested in advance by the employee and approved by the Appointing Authority.
3. For the purposes of this Rule, a "serious health condition" shall be defined as "an illness, injury, impairment or physical or mental condition" involving either inpatient care or continuing treatment by a certified health care provider. This is for a period of three (3) consecutive days or more.

- C. Paid/Unpaid Leave:
 - 1. Before unpaid Family Leave will be granted, an employee must first exhaust any accrued sick and annual time.
 - 2. Any paid leave (i.e. annual or sick) granted during a Family Leave period shall be counted towards the annual total twelve (12) workweeks of Family Leave.
- D. Employee Notice:
 - 1. If the necessity for Family Leave is foreseeable by an employee (i.e. expected childbirth, adoption) an employee must provide their Appointing Authority with not less than thirty (30) days notice before the date the leave is to begin.
 - 2. If Family Leave is based on foreseeable and/or planned medical treatment of a spouse, child (son and/or daughter), parent, or an employee's own treatment, an employee must:
 - a. Make a reasonable effort to schedule such treatment as to not disrupt essential operations of the department;
 - b. Provide their Appointing Authority with not less than thirty (30) days notice before the date the leave is to begin.
- E. Husband and Wife – Both County Employees: If a husband and wife are both employed by Gila County, the total aggregate number of workweeks of Family Leave will be limited to twelve (12) total workweeks during any twelve (12) month period for the purposes of caring for a new child or a sick parent.
- F. Medical Certification:
 - 1. In order for an employee to be granted Family Leave due to medical treatment of a spouse, child (son and/or daughter), parent or an employee's own treatment, a certificate from the health care provider is required. The certificate must include:
 - a. The date on which the condition commenced.
 - b. The appropriate medical facts of the condition.
 - c. If the Family Leave is to be granted for the care or assistance in the recovery from an illness of a child, parent, or spouse, a statement that the employee is needed to provide the care.
 - d. If the Family Leave is to be granted for an employee's own treatment, a statement that the employee is unable to perform the duties of his/her position.
 - e. For planned employee intermittent leave or reduced work schedule, the dates and duration of each period, what treatment is expected, and a statement of the medical necessity.
 - f. A statement that the leave is necessary for planned intermittent or reduced work schedule time for the care or assistance in the recovery from illness of a child, parent, or spouse.
 - 2. Statements from health care providers shall be given to the Personnel Department for review and approval.
 - 3. Gila County reserves the right to have the employee obtain a second opinion, or third opinion if necessary, at Gila County's expense, regarding certifications by providers.

4. Employees on Family Leave are required to inform their Appointing Authority at least every thirty (30) days as to their status and possible return to work. Gila County reserves the right to require an employee to obtain subsequent re-certification(s) from a health care provider on a reasonable basis as deemed necessary by the Appointing Authority and after review by the Director.

G. Replacement During Family Leave: Gila County reserves the right to replace an employee, on a temporary or permanent basis, while such employee is on Family Leave.

H. Return From Family Leave:

1. As a condition of restoration, an employee returning from Family Leave must provide his/her Appointing Authority with a certification from the attending health care provider that they can return to work. The certification must outline what duties and restrictions the returning employee can assume (i.e. normal duties, can lift only 10 pounds, etc.).
2. An employee returning from Family Leave shall be:
 - a. Restored to the same position held when the leave commenced, or;
 - b. Restored to a comparable position with equivalent benefits, pay, etc.

I. Health Benefits:

1. Employee Coverage:
 - a. For an employee on Family Leave, Gila County shall maintain and continue to pay for the employee's medical coverage under the Gila County employee health plan.
 - b. If the employee is released by his/her health provider and fails to return from Family Leave after the period of leave expires, all premiums paid for group health coverage during the period of unpaid Family Leave may be recovered from the employee.
2. Medical Insurance Premiums: Employees on Family Leave who have health coverage shall bear the responsibility to maintain and continue to pay for medical coverage if the employee so chooses. Arrangements to pay for medical coverage are to be made with the Personnel Department prior to the commencement of the Family Leave.

J. Leave Accruals: Annual and sick leaves shall not accrue during a period of unpaid Family Leave.

K. Twelve Month Period is a "rolling" twelve (12) month period measured backward from the date an employee uses any leave under the Act.

23.8 Leaves of Absence With Pay. Employees may be granted leaves from work with pay under the following provisions. Pay granted shall not be charged to the employee's accrued sick, vacation, or compensatory leave credits.

A. Regular status County employees called to serve upon a jury during their work hours. Any federal jury pay (excluding reimbursement for miles traveled, food, and/or lodging) received by such employee must be turned over to the Treasurer's Department and a Treasurer's receipt furnished to the Personnel Department. County jury pay is mileage only.

- B. Leave with pay up to three (3) hours of duty time may be utilized for voting by an employee who is qualified to vote on primary and general election days.
- C. Leave with pay for County business requiring an employee to be absent from the County more than one day, except for established or routine duties, may be granted with approval of the Appointing Authority.
- D. Leave with pay to attend trade, professional, or other meetings which directly relate to official duties may be granted with approval from the Appointing Authority.
- E. An Appointing Authority may authorize an employee to be absent with pay on administrative leave during a state of emergency declared by the Governor, or in other emergency situations such as extreme weather conditions, fire, flood, or malfunction of publicly-owned or controlled machinery or equipment.
- F. An Appointing Authority may grant administrative leave to relieve an employee of duties temporarily during the investigation of alleged wrongdoing by the employee.
- G. Bereavement Leave. In the event of the death of a member of the immediate family, up to twenty-four (24) hours of paid leave may be granted. Up to forty (40) hours of paid leave may be allowed for circumstances requiring substantial travel.
- H. For the purposes of Bereavement Leave, Immediate Family means spouse, child, adopted child, stepchild, ward, mother, father, brother, sister, and grandparents or grandchildren or an individual who stands or stood in loco parentis of either employee or spouse.

23.9 Leaves of Absence Without Pay

- A. Educational Leave. Leave without pay may be granted for reasonable periods of time (normally not exceeding one [1] year) to enable employees to attend work-related education and training courses. Educational leave without pay may be granted by the Appointing Authority after the Personnel Director has certified that such leave is in the best interest of the County.
- B. Personal Leave. Up to six (6) months leave without pay for personal reasons may be granted upon approval of the Board of Supervisors and with concurrence of the Appointing Authority when fully justified in writing by the employee.
- C. Return From Leave Without Pay. An employee's right to return from leave without pay to a position in the County service shall be conditioned upon the availability of an appropriate position and sufficient appropriation. Any unused accruals shall be reinstated at the time of return to duty.

23.10 Military Leave. An employee who requests absence with pay on military leave pursuant to A.R.S. §26-168, 26-171, or 38-610, shall submit a copy of the orders for duty with the request for military service.

23.11 Absence Without Leave

- A. Any unauthorized absence of an employee from duty shall be considered an absence without leave and deduction of pay may be made for such absence.
- B. Any unauthorized absence shall constitute grounds for disciplinary action up to and including dismissal.

- C. Any employee who is absent for three (3) or more consecutive days without authorized leave is automatically considered to have abandoned the position. When extenuating circumstances are found to have existed, such absence may be covered by leave with or without pay by the Appointing Authority with concurrence of the Personnel Director.

23.12 Workers Compensation Leave

A. Use of Leave.

1. An employee who sustains a job-related “medical only” injury that is compensable under the Workers’ Compensation Law, Title 23, Chapter 6, A.R.S., or who is returned to modified or light duty, shall be required to use any available sick or annual leave when receiving medical treatment during the employee’s normal working hours unless the employee has been directed by the County to report to the treatment facility (as in the case of an independent medical examination). In this case, the employee will be paid his/her regular wage from the department budget.
2. An employee who sustains a job-related lost time injury that is compensable under the Workers’ Compensation Law, Title 23, Chapter 6, A.R.S., shall be placed on sick leave unless the employee has an available compensatory time balance.
3. The employee may elect to use compensatory leave, if available. Once available compensatory leave is exhausted or the employee chooses to no longer draw from the account, the employee will be placed on sick leave and finally annual leave until these leave accounts have been exhausted.
4. If eligible, the employee will be placed upon Family Medical Leave. Note: FMLA will not be charged against any time off in which the employee is using accrued compensatory time.
5. After all leave accounts are exhausted, the employee shall be placed on leave without pay.

B. Payments.

1. An employee shall use leave in an amount necessary to receive total payments (leave payments plus Workers’ Compensation payments) not to exceed the gross salary of the employee.
2. If the employee receives a retroactive Workers’ Compensation payment for the initial five day period of industrial injury, and for that period has received leave payments, the employee shall reimburse the County for five days of Workers’ Compensation payments, and the equivalent value of leave shall be restored to the employee’s appropriate leave account.

- C. Modified or Light Duty. In the event of an industrial injury that prevents an individual from performing their regular duties, modified or light duty may be offered at the discretion of the County. The County will first attempt to place the employee on modified or light duty within his/her originating department. If no modified or light duty is available in the originating department, the County may place the employee in another department. Regardless of the department the employee is placed in, wages

will be paid from the originating department's budget. An employee who is offered modified or light duty who is currently on Family Leave will not be required to accept the modified or light duty. However, they may forfeit future workers compensation payments. All light duty positions are temporary in nature to be reviewed every thirty (30) days.

- D. Restriction. Sick leave with pay or leave without pay shall not be granted to an employee who fails to accept compensation available pursuant to the industrial injury and disease provisions of A.R.S. §23-901 to 23-1091.
- E. Health Benefit Plan Participation.
 - 1. An employee who is on leave without pay due to an industrial disability may continue to participate in the Health Benefit Plan for a maximum of six months by paying the employee contribution.
 - 2. At the end of this six month period, an employee who remains on leave without pay due to industrial disability may continue to participate in the Health Benefit Plan by paying both the employer and employee contributions, until the employee returns to work or is determined to be eligible for Medicare coverage or Long Term Disability, whichever occurs first.
- F. Disability Income Insurance Plan Participation. An employee who is on leave without pay may continue to participate in the Disability Income Insurance Plan by paying the premium.
- G. Termination. The insurance coverage of an individual on leave without pay who allows payment of the premiums or contributions to become delinquent shall terminate at 11:59 p.m. on the last day of the period covered by the last premium or contribution paid.
- H. Accrual of Leave. An employee shall continue to accrue full leave credits as long as the employee is using two or more hours of leave each day.

ARF-6708

2. C.

Special Meeting

Meeting Date: 06/29/2021

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 - 06-30-2022

Grant?: No

Begin & End:

Matching No

Fund?: Renewal

Requirement?:

Information

Request/Subject

Amendment No. 1 to an Intergovernmental Agreement (IGA) with Pinal County to provide medical examiner services for FY 2021-2022.

Background Information

In the fiscal year 2020-2021, the Gila County Board of Supervisors approved an Intergovernmental Agreement (IGA) with Pinal County for full-service medical examiner services. During the past year, the cost savings to the taxpayers exceeded \$200,000 and the transition to the new provider went exceptionally well. The current IGA between Gila County and Pinal County allows for renewal periods mutually agreed upon by both parties. Pinal County has agreed to hold its annual pricing at \$375,000 whereby Pinal County will perform up to 190 medical examiner cases within the applicable one-year contractual term. Any cases in excess of 190 during any one-year term of the agreement shall be paid for by Gila County at the per-case rates as listed in the 2020 Services Cost Schedule, referenced as Exhibit A to the IGA.

Evaluation

Staff determined that the Pinal County cost model, including all-inclusive medical examiner services, is the most cost-effective and efficient for the required services. This IGA amendment will be for the period beginning July 1, 2021, through June 30, 2022, with an annual payment of \$375,000 whereby Pinal County will perform up to 190 medical examiner cases within the applicable one-year contractual term. Any cases in excess of 190 during any one-year term of the agreement shall be paid for

by Gila County at the per-case rates as listed in the 2020 Services Cost Schedule, referenced as Exhibit A to the IGA.

Conclusion

In order to provide timely and cost-effective medical examiner services, it is in the best interest of Gila County to extend the IGA with Pinal County for medical examiner services for an additional one-year period.

Recommendation

Staff recommends approval of Amendment No. 1 to the IGA with Pinal County for medical examiner services for FY 2021-2022.

Suggested Motion

Information/Discussion/Action to approve Amendment No. 1 to an Intergovernmental Agreement between Gila County and Pinal County whereby Pinal County will provide medical examiner services for the period beginning July 1, 2021, through June 30, 2022, for the annual sum of \$375,000. **(Mary Springer)**

Attachments

Amendment No. 1 to Intergovernmental Agreement
Intergovernmental Agreement with Pinal County for Medical
Examiner Services

FIRST AMENDMENT TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN PINAL COUNTY AND GILA COUNTY
FOR MEDICAL EXAMINER SERVICES

This Amendment to the Intergovernmental Agreement (“IGA”), pursuant to **Section 3.C** of the original IGA, is entered into this ____ day of _____, 2021 by and between Pinal County, a political subdivision of the State of Arizona (“**Pinal**”) and Gila County, a political subdivision of the State of Arizona (“**Gila**”). Pinal and Gila may be referred to in this IGA as “Party” individually and as “Parties” collectively.

The Parties hereby agree to renew the IGA for an additional one year term from July 1, 2021 through June 30, 2022, under the same terms and conditions provided in the original IGA. The remainder of the original Agreement shall remain unaltered. This Amendment may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the following duly authorized representatives:

PINAL COUNTY:

GILA COUNTY:

By: _____
Chair, Pinal County Board of Supervisors

By: _____
Chair, Gila County Board of Supervisors

Date

Date

ATTEST:

ATTEST:

Clerk of the Board

Clerk of the Board

Legal Review

The foregoing Intergovernmental Agreement is in proper form and is within the powers and authority of each party.

By: _____
Deputy Pinal County Attorney

By: _____
Deputy Gila County Attorney

**INTERGOVERNMENTAL AGREEMENT BETWEEN
PINAL COUNTY
AND
GILA COUNTY
FOR MEDICAL EXAMINER SERVICES**

This Intergovernmental Agreement (the “**Agreement**”) is entered into this 1st day of July, 2020 by and between **PINAL COUNTY**, a political subdivision of the State of Arizona on behalf of the Pinal County Medical Examiner’s Office (“**Pinal**”) and **GILA COUNTY**, a political subdivision of the State of Arizona (“**Gila**”) for the provision and acquisition of medical examiner services from the Pinal County Medical Examiner’s Office (“**PCMEO**”). **Pinal** and **Gila** are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

RECITALS

WHEREAS, Pinal and Gila may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. §§ 11-951 *et seq.*;

WHEREAS, pursuant to by A.R.S. §§ 11-591 *et seq.* Pinal has established the PCMEO, which includes personnel qualified and appointed to perform the duties of the Office;

WHEREAS, Gila has determined that the appointment of a full-time and full-service Gila County Medical Examiner staff is not practical, and therefore desires to utilize the PCMEO for these services on an as-needed / as-requested basis for Gila deaths that would otherwise satisfy A.R.S. § 11-593, that occur within the geographical boundaries and statutory jurisdiction of Gila County;

WHEREAS, the Parties desire to efficiently utilize available resources in providing necessary medical examiner services and it is economically efficient for the Parties to provide/acquire medical examiner services on this basis; and

WHEREAS, Pinal and Gila desire to enter into the Agreement whereby the physician(s) employed by Pinal as a medical examiner will provide Pinal medical examiner services for and on behalf of the Gila.

NOW THEREFORE, Pinal and Gila, pursuant to the above, and in consideration of the matters and things hereinafter set forth, do mutually agree as follows:

AGREEMENT

1. PURPOSE AND INTENT

The purpose of this Agreement is to set forth the responsibilities of the parties for the provision of Medical Examiner services by Pinal to Gila, and to address legal and administrative matters among the parties.

2. DEFINITIONS. Terms defined and/or utilized in A.R.S. §§ 11-591 *et seq.* carry the same use and meaning when used in this Agreement, unless expressly otherwise provided in this Agreement.

A. “Gila County Death” as herein discussed shall mean deaths and/or decedents falling within Gila County’s jurisdiction as provided under governing law (I.E. A.R.S. §§ 11-591 *et seq.*). Notwithstanding the preceding example, the determination of whether a particular incident or investigation is considered a Gila County Death shall be made by the proper authorities on a case-by-case basis.

3. TERM, TERMINATION, AND RENEWAL

- A. Unless terminated as otherwise provided in the Agreement, this Agreement shall become effective on the 1st day of July, 2020 and shall remain in effect until the 30th day of June, 2021.
- B. Either Party may terminate this Agreement by providing sixty (60) days advance written notice of termination to the other Party.
- 4. C. Either Party to this Agreement may request a renewal of this Agreement, for subsequent one year term(s) by providing sixty (60) days' advance notice prior to the date of expiration of that Party's intent to extend. Any renewal of this Agreement must be via a written mutually agreed upon and signed Amendment to this Agreement. Notwithstanding the preceding, unless terminated early as provided above, this Agreement may be automatically renewed for up to three (3) subsequent one-year terms. **MUTUAL OBLIGATIONS**

A. Under this Agreement Pinal agrees to:

- 1. Provide the services of PCMEO to Gila according to the terms in the Cost Schedule (attached hereto as **Exhibit "A"**) and pursuant to A.R.S. §§ 11-591 *et seq.*
- 2. Except for services provided by fellows, residents, or students training under the supervision of Pinal's staff, assure that physicians performing under this Agreement are performed by Pinal staff qualified pursuant to A.R.S. §§ 11-591 *et seq.*
- 3. Fully comply with all applicable provisions of law and other rules and regulations of any and all governmental, accrediting and regulatory authorities relating to the licensure and regulation of physicians.
- 4. Provide 24-hour staff availability for consultation with the Gila designated personnel.
- 5. Perform postmortem examinations in a timely fashion.
- 6. When necessary, provide forensic pathologist or otherwise qualified staff to testify in court on investigations (or portions thereof) performed by Pinal.
- 7. Some or all of the following service tasks may be performed, based upon the Pinal County Medical Examiner's determination of need for each case:
 - a. Investigative Services, under the sole discretion of Pinal when deemed necessary and/or otherwise appropriate by Pinal. Investigative Services may include, for example: initial response to call/scene; photographic, electronic, and/or written documentation of scene; interview necessary parties/witnesses; evidence collection; preliminary examination of decedent; preparation of decedent for transport; and transportation of decedent.

It should be noted that Pinal may decline performance of on-scene investigative services in cases that *do not* involve: In-Custody Deaths, Officer Involved Shootings, or are otherwise deemed High Profile under the circumstances. In the event that Pinal declines performance of on-scene investigative duties, the local law enforcement agency that has assumed primary jurisdiction will be responsible for obtaining all pertinent scene and investigative findings and will be required to report said findings telephonically to Pinal County Medical Examiner staff prior to removal of the body from the scene.

- b. Prepare body for examination.
- c. Take photographs of decedent.
- d. Take fingerprints of the decedent.
- e. Take x-rays of decedent, if necessary.
- f. Prepare microscopic slides, if necessary.
- g. Prepare documents required for court testimony.
- h. Collect evidence, if necessary.

- i. Obtain specimens for possible toxicology testing.
 - j. Provide a complete and detailed examination report for each individual case.
- 8. Maintain secure records containing the appropriate professional and supportive information and documentation pertaining to individual cases. Each case may contain, but is not limited to, the following information:
 - a. Communications with law enforcement or other agencies;
 - b. Any autopsy or examination report;
 - c. Microscopic slides;
 - d. Photographs of the decedent, if any;
 - e. Fingerprints of the decedent;
 - f. X-rays of the decedent, if any;
 - g. Past medical history of decedent, if any;
 - h. Narrative entries of any other informational aspects concerning decedent, if any;
 - i. Record of electronically signed death certificate.
- 9. Provide copies of attendant reports and/or other supporting documentation to Gila, within 90 days after completion of each investigation performed for the Gila. Gila acknowledges and agrees that each investigation is unique and therefore investigation completion times will vary depending on the circumstances of each investigation.
- 10. Provide billing/invoice documentation to Gila as necessary in accordance with **Exhibit "A"**.
- 11. Perform other duties related to this Agreement, that may include, but are not necessarily limited to, the following:
 - a. Signing death certificates for cremation authorization;
 - b. Authorize anatomical gifts;
 - c. Provide information to family members, the public and other service agencies as authorized by law including, when appropriate, to Consulates and other agencies that track or maintain databases regarding missing persons.
- B. Under this Agreement Gila agrees to:**
 - 1. Be primarily responsible for scene management, subject to any necessary direction provided by PCMEO.
 - 2. Timely report deaths to Pinal for which medical examiner services will be requested. Death reports should be made telephonically to the PCMEO prior to removal of the body from the scene and should include sufficient detail needed to assist the assigned pathologist with the determination of cause and manner of death
 - 3. Be primarily responsible for on-scene investigation of cases including, but not limited to, scene/decedent photography and collection of evidence, subject to any necessary direction provided by PCMEO. Photographs should be taken prior to removal of the decedent and prior to alteration of the scene.
 - 4. Timely provide photographs to PCMEO prior to any post-mortem examination via electronic transmission or CD.
 - 5. Make any and all necessary evidence available to PCMEO upon request.
 - 6. Cooperate with Pinal in all practical matters necessary to effectuate the purpose and intent of this Agreement, including, but not limited to: facilitating access to scenes, locations and property; and collection of remains and other necessary and appropriate items and evidence.

7. Provide and maintain scene access, perimeter and security for Pinal personnel and Pinal property for each Pinal ME services incident/event located within the boundaries of Gila County.
8. Pay Pinal for all services arising out of this Agreement in accordance with **Exhibit "A"**.
- C. Gila acknowledges and agrees that Pinal will provide and perform medical examiner services according to applicable Arizona laws and regulations, Pinal County Policies and **Exhibit "A"**.

5. BILLING AND PAYMENT

Billing, invoicing and payment of costs arising out of this Agreement shall be administered according to the schedule provided in **Exhibit "A"**.

6. SUPERVISION, EQUIPMENT AND MATERIALS

No employee, agent, or servant of a Party shall be deemed to be an employee, agent or servant of the other Party. Each Party will be solely and entirely responsible for its acts and the acts of its employees, agents, servants, subcontractors, and volunteers during the performance of this Agreement. Each Party will have total responsibility for all salaries, wages, bonuses, retirement withholdings, worker's compensation, occupational disease compensation, unemployment compensation, other employment compensation, other employee benefits, and all employer's taxes and premiums concerning the persons who are supplied by that Party in the performance of this Agreement, and each Party agrees to hold the other Party harmless from any liability thereof.

Pinal shall have sole supervisory authority over Pinal personnel, operations, services, property, facilities and materials; and Gila shall have sole supervisory authority over Gila personnel, operations and property.

The Parties agree to avoid using the other Party's materials and/or equipment for purposes not directly associated with the purpose and intent of this Agreement without the prior express written consent from the Party to whom the equipment and/or materials belong. However, this provision shall not be construed to prohibit any use of materials or equipment of another Party that is merely nominal, incidental, or on an emergency basis.

7. RECORDS

The Parties acknowledge and agree that the Pinal shall provide Gila with the attendant records of Gila County Death investigations and that requests for such records shall be referred to Gila, to be administered by Gila. Notwithstanding this, Gila acknowledges and agrees that the Pinal shall administer records in Pinal's possession according to all attendant laws, regulations, rules and policies respectively applicable to Pinal records.

8. OPEN COMMUNICATIONS

Pinal and Gila shall maintain open communications between each Party's designated point of contact ["POC"] (listed in **Paragraph 11.A** below) to ensure the agreed upon performances are provided and maintained throughout the term of this agreement. Parties shall maintain open communication regarding needs arising out of the Agreement.

9. INSURANCE

Each Party acknowledges and affirms that it has appropriate and adequate insurance coverage for its official operations, duties and activities, and that it will maintain such coverage, at its own expense, for the duration of this Agreement.

10. INDEMNIFICATION

- A. To the maximum extent permitted by law, each Party (as "Indemnitor") agrees to indemnify, defend and hold harmless the other Party, its officers, officials, agents, employees, or volunteers from and against any and all claims, losses, liability, costs or expenses (including

reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of actions taken in performance of this IGA to the extent that such Claims are caused by the acts, omissions, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If a Claim or Claims by third parties becomes subject to this Section, the parties to this IGA that are the subject of the Claim or Claims shall expeditiously meet to agree upon a common and mutual defense pursuant to Subsection (B) below, including proportionate liability and proportionate payment of litigation fees, expenses and damages.

- B. The Parties when involved in a Claim or Claims brought by a third-party have a common interest in a coordinated defense in any lawsuit. In the absence of a conflict and to the extent applicable, the Parties agree to have one lawyer jointly represent the defendants in the lawsuit. To the extent applicable, the Parties agree to abide by the Memorandum of Understanding Regarding Joint Defense ("MOU") between the Arizona Counties Insurance Pool ("ACIP") and the Arizona Municipal Risk Retention Pool ("AMRRP"). Each applicable Party acknowledges that it has received a copy of the MOU from either ACIP or AMRRP.
- C. The obligations under this Section shall survive the termination of this Agreement.

11. MISCELLANEOUS

- A. **Notices.** All notices to the other Party required under this Agreement shall be in writing and sent to the following personnel:

If to Gila:

Mary Jane Springer

Name

Finance Director

Title

Finance

Department

1400 E. Ash Street

Address

Globe, Arizona 85541

City, State, ZIP

If to Pinal:

Dr. John Hu, Medical Examiner
Pinal County Medical Examiner's Office
P.O. Box 2728
Florence, Arizona 85132

- B. **Authority to Execute.** The individuals executing this Agreement on behalf of the Parties hereto represent that they have authority to execute this Agreement on behalf of such parties, and represent that upon execution, this Agreement shall be binding and no further action is or shall be necessary to make the Agreement enforceable in its entirety
- C. **Modification.** This Agreement shall not be modified or extended except by a mutually signed written agreement.
- D. **Relationship of the Parties.** Each Party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, associate, or any other representative capacity of the 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 Agreement. This Agreement shall not be construed to imply authority to perform any tasks, or accept any responsibility, not expressly set forth

herein. This Agreement shall be strictly construed against the creation of a duty or responsibility unless the intention to do so is clearly and unambiguously set forth herein. Nothing contained in this Agreement confers any right to any person or entity not a party to this Agreement.

- E. Waiver.** The failure of either Party to insist in any one or more instances on performance of any of the terms or conditions of this Agreement or to exercise any right or privilege contained herein shall not be considered as thereafter waiving such terms, conditions, rights or privileges, and they shall remain in full force and effect.
- F. Governing Law and Venue.** To the maximum extent possible, terms and conditions of this Agreement shall be governed by and interpreted in accordance with the laws and regulations of the State of Arizona. Any action relating to this Agreement shall be brought in an Arizona court in Pinal County provided that nothing herein shall be interpreted as an express or implied waiver of either party's applicable immunity(ies).
- G. Interparty Dispute Resolution.** If a dispute between the Parties arises out of or relates to this Agreement, and if the dispute cannot be settled through negotiation within sixty (60) days, the Parties agree first to try in good faith to resolve the dispute by mediation before resorting to litigation. The Parties shall mutually agree upon a mediator. Each party agrees to bear its own costs of mediation, and to split the mediator fee. If mediation fails, any claim or action arising out of this Agreement shall be brought in the Pinal County Superior Court in Florence, Arizona.
- H. Non-assignment.** This Agreement has been entered into based upon the personal reputation, expertise and qualifications of the Parties. Neither Party shall assign its interest in this Agreement, in whole or in part, without the prior written consent of the other Party. Neither Party shall assign any monies due or to become due to it hereunder without the prior written consent of the other Party.
- I. Entire Agreement.** This Agreement represents the entire agreement between the Parties and supersedes all prior negotiations, representations or agreements, either expressed or implied, written or oral. It is mutually understood and agreed that no alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the Parties.
- J. Severability.** If any part, term or provision of this Agreement shall be held illegal, unenforceable or in conflict with any law, the validity of the remaining portions and provisions hereof shall not be affected.
- K. Conflicts of Interest.** The provisions of A.R.S. § 38-511 relating to cancellation of contracts due to conflicts of interest shall apply to this Agreement.
- L. Other Duties Imposed by Law.** Nothing in this Agreement shall be construed as relieving the involved public agencies of any obligation or responsibility imposed on it by law.
- M. Compliance with Laws and Policies.** The parties shall comply with all applicable federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. Furthermore, the Parties agree to abide by each Party's policies to the extent appropriate and required or permitted by law.
- N. Workers' Compensation.** To the extent applicable by law, each Party shall comply with the notice of A.R.S. § 23-1022(E). For purposes of A.R.S. § 23-1022, each Party shall be considered the primary employer of all personnel currently or hereafter employed by that Party, irrespective of the operations of protocol in place, and said Party shall have the sole

responsibility for the payment of Worker's Compensation benefits or other fringe benefits of said employees

- O. Non-Discrimination and Compliance with Civil Rights.** To the extent applicable by law, the Parties agree to comply with A.R.S. Title 41, Chapter 9 (Civil Rights), 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.

Likewise, the Parties agree to comply with all provisions and requirements of Arizona Executive Order 2009-09, if applicable, including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5, which is hereby incorporated into this contract as if set forth in full herein, and may be viewed and downloaded at the Governor of the State of Arizona's website: http://www.azgovernor.gov/dms/upload/EO_2009_09.pdf.

In the performance of this contract, neither party shall discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

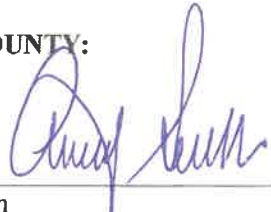
- P. E-Verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, the Parties and their respective subcontractors warrant compliance with all applicable federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Parties' or a subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by either party under the terms of this Agreement.
- Q. No Joint Venture.** It is not intended by this Agreement to, and nothing contained in this Agreement shall, be construed to, create any partnership, joint venture or employment relationship between the Parties or create any employer-employee relationship between the Parties' employees. Neither Party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other Party, including, but without limitation, the other Party's obligation to withhold Social Security and income taxes for itself or any of its employees.
- R. No Third Party Beneficiaries.** Nothing in this Agreement is intended to create duties or obligations to or rights in third parties not Parties to this Agreement or affect the legal liability of either Party to the Agreement by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.
- S. Headings.** The section headings throughout this Agreement shall not be used in the construction or interpretation hereof as they have no substantive effect and are for convenience only.
- T. Non-Appropriation.** Notwithstanding any other provision in this Agreement, this Agreement may be terminated if for any reason either party does not appropriate sufficient monies for the purpose of maintaining this Agreement. In the event of such cancellation, the canceling party shall have no further obligation other than for payment for services rendered prior to cancellation.
- U. Uncontrollable Events.** No Party shall be considered to be in default in the performance of any obligations under this Agreement (other than obligations of a Party to pay costs and expenses) if failure of performance is due to an uncontrollable event. The term "uncontrollable event" means any cause beyond the control of the Party affected, including but not limited to flood, earthquake, storm, fire, epidemic, war, riot, civil disturbance or disobedience, labor dispute, and action or non-action by or failure to obtain the necessary authorizations or approvals from any governmental agency or authority or the electorate, labor or material

shortage, sabotage and restraint by court order or public authority, that by exercise of due diligence and foresight the Party reasonably could not have been expected to avoid and that by exercise of due diligence it will be unable to overcome. A Party that is rendered unable to fulfill any obligation by reason of an uncontrollable event shall exercise due diligence to remove such inability with all reasonable dispatch

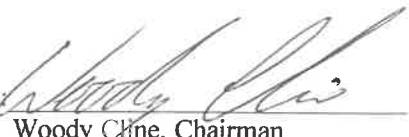
- V. Counterparts.** This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the following duly authorized representatives:

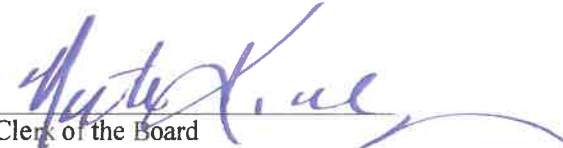
PINAL COUNTY:

By: 
Chairman
Pinal County Board of Supervisors
04/08/2020
Date

GILA COUNTY:

By: 
Woody Cline, Chairman
Gila County Board of Supervisors
4-21-20
Date

ATTEST:


Clerk of the Board

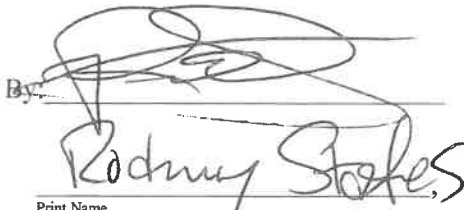
ATTEST:


Marian Sheppard, Clerk of the Board

Legal Review

The foregoing Intergovernmental Agreement is in proper form and is within the powers and authority of each party.

PINAL COUNTY:

By: 
Rodney Stokes
Print Name
Deputy Pinal Attorney

GILA COUNTY:

By: 
Charles Shire
Print Name
Gila County Attorneys Office

Exhibit ‘A’
Pinal County & Gila County – Medical Examiner Services I.G.A.

Pinal County Medical Examiner’s Office
2020 Services Cost Schedule

The Parties agree that in exchange for Gila’s annual payment of \$375,000 to Pinal, Pinal shall perform up to **190** (*one hundred and ninety*) ME cases within the applicable one-year contractual term. For any cases in excess of 190 during any one-year term of this Agreement shall be paid for by Gila at the “Per Case” rates provided below.

Per-Case Cost(s)¹

<u>Issuance of Death Certificate only</u>	<u>\$147.00</u>
<u>External Examination²</u>	<u>\$1166.00</u>
<u>Standard Autopsy</u>	<u>\$2192.00</u>
<u>Extended Autopsy</u>	<u>\$3393.00³</u>
<u>Testimony</u>	<u>To Be Determined on a case-by-case basis⁴</u>

Billing, Invoicing, and Payment. Pinal agrees to send all bills and/or invoices for costs of services arising from this IGA to Gila, according to Section 11.A (“Notices”) of the IGA. Bills and invoices for cases in excess of 190/year will be sent as they arise according to the operations of the PCMEO. Gila agrees to send payment in full, in the form, manner and tender deemed acceptable by Pinal, for each bill/invoice to Pinal within no more than 30 days after receipt of such bill/invoice.

NOTE: The above cost estimates are subject to change according to PCMEO’s sole discretion.

¹ Per the agreement of the Parties, any and all cases accepted by the PCMEO under this IGA will be billed at the Per-Case Cost(s) noted above. The type of case (I.E. External, Standard or Extended) is determined solely by the PCMEO according to PCMEO’s determination of the circumstances and needs of each particular case. Standard laboratory costs are included in the costs above. Special consultations (such as forensic anthropology or odontology) are not included in the costs above and may result in additional costs to be paid by the Community.

² Resulting from death investigation services, such as—initial response to call/scene; photographic, electronic, and/or written documentation of scene; interview necessary parties/witnesses; evidence collection; preliminary examination of decedent; preparation of decedent for transport; and transportation of decedent—and the costs thereof are included in External Examination as well as in Standard and Extended Autopsies.

³ This fee covers up to 10 pathologist hours and includes costs of ancillary testing (including but not limited to histology, special stains, toxicology tests) costs that do not exceed a total of \$200.00.

Pathologist time in excess of 10 hours, or any additional time spent in any subsequent legal proceedings (such as attorney interviews or travel to/from court, interviews and/or depositions), as necessitated in any specific case, will be assessed *in addition to* the above-mentioned fee at the rate of \$105.00 per hour. The cost of any testing, as necessitated in any specific case, in excess of \$200.00 will also be assessed in addition to the above-mentioned fee.

⁴ Travel expenses and travel time will also be assessed and billed to Gila.

ARF-6716

2. D.

Special Meeting

Meeting Date: 06/29/2021

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 - 06-30-2022

Grant?: No

Begin & End:

Matching No

Fund?: New

Requirement?:

Information

Request/Subject

Approve FY 2021-2022 Contract Award to the Arizona Silver Belt for Annual Newspaper Advertising - Call for Bids No. 05242021

Background Information

Arizona Revised Statutes (A.R.S.) § 11-255 (A)states, "*The board shall contract annually for all advertising, publications, and printing required to be done or made by all departments of county government.*"

Evaluation

On June 1, 2021, the bid specifications for this contract were sent by email with a read receipt to the two newspapers; Arizona Silver Belt and the Payson Roundup, which are qualified per A.R.S. § 11-255 (D) to provide these services in Gila County.

Conclusion

Bids were opened by Stephanie Chaidez and Betty Hurst in Stephanie Chaidez's office at 3 p.m. on Wednesday, June 16, 2021. The bid results and checklist of qualifications are attached to this agenda item. The Arizona Silver Belt submitted a rate of 2.50 per column inch. The Payson Roundup newspaper did not submit a bid.

Recommendation

The Board of Supervisors shall review all bids that have been submitted pursuant to Call for Bids No. 05242021 and award a contract commencing July 1, 2021, through June 30, 2022. A.R.S. § 11-255 (D) states, "*The newspaper which is awarded the contract pursuant to subsection C may be referred to as the official newspaper of the county.*" Staff recommends awarding the annual publishing and advertising contract to the Arizona Silver Belt at the rate of \$2.50 per column inch, which was the only responsive, and responsible bid received by the stated deadline.

Suggested Motion

Information/Discussion/Action to review all bids submitted for Call for Bids No. 05242021 to provide all advertising, publications, and printing required to be done or made by all departments of Gila County for fiscal year July 1, 2021, through June 30, 2022; and award a contract to the Arizona Silver Belt newspaper at the cost of \$2.50 per column inch for all paid publishing and advertising. **(Mary Springer)**

Attachments

ARS 11-255

Request to advertise

05242021 Call for Bids

Arizona Silver Belt Bid

11-255. Annual contract for advertising and printing

A. The board shall contract annually for all advertising, publications and printing required to be done or made by all departments of county government.

B. Written notice of letting the contract shall be deposited in the post office by the clerk of the board, postage prepaid, addressed to the office of each qualified newspaper within the county, at least ten days prior to the opening of bids, calling for written bids for the advertising, publications and printing required by all county departments during the ensuing year, and stating on what day the bids received will be opened.

C. A contract shall be made with the lowest and best bidder, in the discretion of the board, and to a newspaper which for at least one year has been admitted to the United States mail as second-class matter, if the bid is within the legal rate. During the existence of the contract, all advertising, publications and printing ordered by any department of county government shall be provided to the newspaper awarded the contract for printing under the terms and conditions of the contract.

D. The newspaper which is awarded the contract pursuant to subsection C may be referred to as the official newspaper of the county.

E. Notwithstanding subsection C, the board of supervisors may, for itself and all departments of county government, advertise, publish and print in a publication other than the official newspaper, if any of the following apply:

1. The advertising, publishing or printing is in addition to that required to be done in the official newspaper of the county.

2. The advertising, publishing or printing is authorized but not required by law.

3. The advertising, publishing or printing is required by statute to be done in a location other than that of the official newspaper of the county.

EXHIBIT "H"

GILA COUNTY DEPARTMENTAL REQUEST TO ADVERTISE FOR BIDS

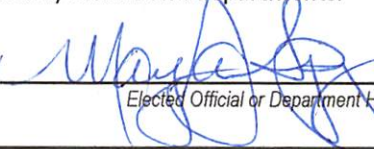
All departments procuring purchases in excess of \$50,000 that requires advertising for bids must follow the Procurement Procedures and must complete Item "I" of this form prior to such purchase. The requesting department is responsible for writing necessary specifications and routing them, including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

IS THIS A REQUEST FOR <small>Check one</small> Bids <u>X</u> Proposals _____ Qualifications _____	REQUEST NUMBER <u>5242021</u> <small>(For Procurement Use Only)</small>
--	--

I. DESCRIPTION: *Annual publishing and advertising bid*

FUNDING Various Departments	PROJECTS: Annual Publishing and Advertising
Fund <u>Various</u> Dept No. _____ Program _____ Location _____ Account _____	

INTENT
 It is the intent of this solicitation to establish a contract with a contractor for annual publishing and advertising for all Gila County offices and departments.

Signed:  Date 5-24-2021
 Elected Official or Department Head

II. DEPARTMENTAL INFORMATION ONLY: *Action Dates*

DATE	Department Receipt	<u>5/24/2021</u>	Placed on Agenda	<u>6/1/2021</u>
	Presented to Board	<u>6/1/2021</u>	Approved to Call	_____
	Delivered to Paper	<u>6/1/2021</u>	Paper Name	<u>Payson Roundup</u>
	Advertised From	<u>6/4/2021</u>	To	<u>6/11/2021</u>
	Closing Date	<u>6/16/2021</u>	Bid Award Date	<u>6/29/2021</u>
	Awarded To	_____	Pre-Bid Meeting Date	_____

III. OTHER APPROVAL: *Only as necessary*


Department Name: _____

Department Head Signature _____ Date _____

Department Name: _____

Department Head Signature _____ Date _____

IV. APPROVED

Finance Director Signature  Date 5-24-2021



GILA COUNTY
NOTICE OF REQUEST FOR SEALED PROPOSALS NO. 05242021
ANNUAL CONTRACT WITH GILA COUNTY FOR A NEWSPAPER TO PROVIDE FOR ALL ADVERTISING,
PUBLICATIONS AND PRINTING

Notice is hereby given that Gila County is requesting proposals from qualified Contractors for an Annual Contract with Gila County for a Newspaper to Provide for all Advertising, Publications and Printing.

SUBMITTAL DUE DATE: 3:00 PM, MST, WEDNESDAY JUNE 16, 2021

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

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

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

All proposals shall be made on the request for sealed proposals forms included in this RFP No. **05242021** package and shall include all applicable taxes.

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

http://www.gilacountyaz.gov/government/finance/procurement/current_bids.php and downloading the file. Bidders are strongly encouraged to carefully read the entire request for proposal.

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

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

Dates advertised in the Payson Roundup: **June 4, 2021 & June 11, 2021**

Signed: _____
Tim R. Humphrey, Chairman of the Board

Date: ____/____/____

Signed: _____
The Gila County Attorney's Office

Date: ____/____/____

NOTICE OF CALL FOR BIDS FOR AN ANNUAL CONTRACT WITH GILA COUNTY FOR A NEWSPAPER TO PROVIDE FOR ALL ADVERTISING, PUBLICATIONS AND PRINTING.

Pursuant to A.R.S. §11-255, the Gila County Board of Supervisors has called for bids and will let an annual contract for all advertising, publications and printing required to be done or made by all departments of County government. All qualified newspapers within the County are invited to submit a bid for the Fiscal Year July 1, 2021, through June 30, 2022.

This Bid Call becomes a Contract when award by the Gila County Board of Supervisors is confirmed to the Bidder in writing.

Specifications:

1. For publishing of **all** official or legal notices, publications, and classified advertisements required or authorized to be completed by Gila County in the conduct of the County's business, and **all** other matters deemed necessary by the County to be published.
2. Pursuant to A.R.S. §11-255(C), the successful bidder has been admitted for at least one (1) year to the United States mail as second-class matter.
3. Pursuant to A.R.S. §39-202(A), all bids for public printing by a newspaper shall be accompanied by an affidavit of the publisher that the newspaper complies with the provisions of section 39-201.
4. All materials and documents to be published shall be made available to the successful bidder at the office of the department submitting the item for publication. Alternatively, the successful bidder must be able to receive the documents electronically from Gila County via the Internet.
5. Attachment "A" is a sample of a publication item. In order to ensure there will be no changes made to the sample publication item, it will also be e-mailed to you for your use. Submit how this sample would appear in your publication as a legal notice with the following specifications: font=Helvetica; type size=6 pt.; and leading=6.
Quote the **total price** to publish this ad one **(1) time** in your newspaper using your newspaper's usual legal notice column width. Also, indicate the per column inch rate that this quote reflects.

The Gila County Board of Supervisors will accept the lowest bid based on the **total** cost of the above ad **published (1) time** in your newspaper and not the lowest per column inch rate indicated as column widths vary by newspaper.

6. The successful bidder will ensure that each invoice and affidavit of publication will be mailed to the Gila County Finance Department. The successful bidder will also provide a separate invoice with an assigned invoice number for each publication order. Each invoice needs to clearly identify:
 - a. Invoice Number
 - b. Name of person and department that submitted the order
 - c. Ad Type, i.e. Legal, Display, Classified, etc.
 - d. Publication dates
 - e. Calculation Format: Number of column inches x price per column inch equals SUBTOTAL x number of publications equals TOTAL INVOICE AMOUNT (example: 2 column inches x \$3.00 per column inch = \$6.00 x 1 publications = \$6.00)
7. All publications must be published on the date specified by the requesting department, and no alternative date shall be used unless provided by the requesting party. The successful bidder will be responsible for proofreading, except for camera-ready items.

The contract shall be made with the lowest and responsive and responsible bidder. In determining who is the lowest “responsible bidder” for the county advertising, publications and printing, the Board may consider, in addition to pecuniary ability, bidder’s facilities, skill, capacity, experience, and integrity.

Bids will be opened and read publicly at 10:00 AM, on Wednesday, June 16, 2021 at the offices of the Finance Department located at the Copper Building, 1350 E. Monroe Street, Globe, Arizona. Bidders are invited to be present at the bid opening. The Board reserves the right to accept or reject part or all of any bid, or to waive any informality in any bid.

By signing offer, offeror agrees to the following:

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.

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.

OFFER PAGE

TO GILA COUNTY:

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

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

CONTRACT NUMBER: 041520 Newspaper Advertising

Bidder Submitting Proposal:

Company Name

Address

City

State

Zip

For clarification of this offer, contact:

Name: _____

Phone No.: _____

Fax _____

Email: _____

Signature of Authorized Person to Sign

Printed Name

Title

Bid must be signed by a duly authorized officer(s) eligible to sign contract documents.

ACCEPTANCE OF OFFER

(For Gila County use only)

The Offer is hereby Accepted:

The Bidder _____ is now bound to provide the services listed in Bid Call No.: 05242021 including all terms and conditions, specifications, amendments, etc. and the Bidders Offer as accepted by Gila County/public entity.

The contract shall henceforth be referenced to as Contract No. 05242021. The Bidder has been cautioned not to commence any billable work or to provide any service under this Contract until it receives written notice to proceed from Gila County.

GILA COUNTY BOARD OF SUPERVISORS:

Awarded this _____ day of _____ 2021

Tim R. Humphrey, Chairman of the Board

ATTEST:

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

The Gila County Attorney's Office

ATTACHMENT "A"

Sample Publication Item:

**INVITATION FOR BIDS
BID CALL NO. 070108-1**

Sealed bids will be received by **Gila County Engineering Services, Copper Building, 1400 East Ash St., Globe, AZ 85501**, until **THURSDAY, SEPTEMBER 25, 2021, 3:00 PM/MST**, for the **RUSSELL ROAD/HOSPITAL DRIVE EXTENSION, GILA COUNTY, ARIZONA, BID NO. 070108-1**, in strict accordance with the rules and regulations of the Gila County Procurement Policy on file in the office of the Gila County Clerk of the Board, Globe, Arizona. **No bids will be accepted after 3:00 PM/MST. The Bids will be publicly opened and read aloud at 3:00 PM at the location and date listed above.**

All Bids shall be made on the Invitation of Bid forms included in the Contract Documents and shall include all applicable taxes.

Plans, Specifications and Contract documents are available and may be obtained from the office of Engineering Services Department, Gila County Public Works, 1400 E. Ash St., Globe, AZ., 928-402-4355.

Contractors are invited to attend an optional walk through held September 18, 2021 at 10:00 am. Questions will be accepted until 5:00 pm, September 22, 2021 and will be answered within 24 hours.

Each Bid submitted, either by hand, United States Postal Service, or other carrier, shall be sealed and plainly marked "**RUSSELL ROAD/HOSPITAL DRIVE EXTENSION, GILA COUNTY, ARIZONA BID CALL NO. 070108-1**". All Bids shall be mailed or delivered to the **Gila County Engineering Services, Copper Building, 1400 E. Ash St., Globe, Arizona 85501**. The Gila County Engineering Services Department and Board of Supervisors of Gila County will not be responsible for those bids submitted that are not marked appropriately and/or sent to the wrong address. The atomic clock in the reception area of the Copper Building is the official time clock.

Contractors are invited to be present at the opening of bids, but absence will not be considered cause for disqualification.

Contractors shall be responsible for any licenses or permits required by the regulatory agency of the State of Arizona that apply to the performance of this contract.

After the Contractor who is determined to be most Advantageous to the county has been selected through the source selection process, negotiations may be conducted for the purpose of developing a recommended Contract for Award.

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

Dates advertised in Arizona Silver Belt and Payson Roundup: **September 10, 2021**

Signed: _____
The Gila County Attorney's Office

Date: ____/____/____

Signed: _____
James Menlove, County Manager

Date: ____/____/____

ARIZONA SILVER BELT

298 N. Pine St., Globe, Arizona 85501 • Phone: (928) 425-7121; Fax: (928) 425-7001

Betty Hurst
Gila County Contract Administrator
1400 E. Ash St.
Globe, AZ 85501

RE: Newspaper Annual Contract Request for Proposal - Bid #05242021

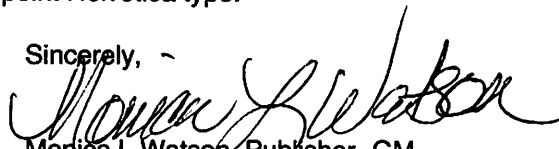
The Arizona Silver Belt is pleased to offer the following bid for printing of all newspaper advertising, publications and printing for the calendar year 7-01-2021-6-30-2022.

1. The bid applies to the publishing of all official or legal notices, publications, and classified advertisements required or authorized to be completed by Gila County in the conduct of the County's business, and all other matters deemed necessary by the County to be published.
2. Pursuant to A.R.S. §11-255(C), the Arizona Silver Belt has a second-class mailing permit with the United States Post Office and has had this permit continuously for many years. Our publication number is 0030-880.
3. Pursuant to A.R.S. §39-202(A), an affidavit showing that the Arizona Silver Belt complies with the provisions of section 39-201 accompanies this document.
4. The Arizona Silver Belt can receive materials and documents electronically from Gila County via the Internet at the following e-mail address: cpeak@silverbelt.com. Items may also be faxed or mailed. All correspondence must be in by noon the Thursday prior to our Wednesday publication date.
5. The sample publication item is attached and the price, for one publication, with our bid of \$2.50. per column inch with column length 8.25", would be \$20.63 as indicated in the margin of the sample. (2.3 percent sales tax must be added, bringing the total to \$20.86).
6. Invoices will be mailed to the specific Gila County department that submitted the item for publication. Separate invoices with an assigned invoice number for each publication order will also be provided. The following information will be included on each invoice: Invoice Number, Name of Person and Department that submitted the order, Ad Type (i.e. Legal, Display, Classified, etc.), Publication Date(s), and a calculation showing how the price was computed (for Example: 2 column inches x \$2.50 per column inch = \$5 x 2 publications = \$10 + 2.3% tax)
7. All publications will be published on the date specified by the requesting department, and no alternative date shall be used unless approved by the requesting party. The Arizona Silver Belt will be responsible for proofreading, except for camera-ready items.

The Arizona Silver Belt has been publishing in Arizona since 1878. Our offices are located at 298 N. Pine St., Globe, AZ 85501. The Arizona Silver Belt is published by Cobre Valley Publishing, Inc. and is under the umbrella of News Media Corporation, located in Rochelle, Illinois.

The Arizona Silver Belt is pleased to submit a bid of \$2.50 per column inch per insertion for newspaper advertising, publications and printing for calendar year 7-01-2021 thru 06-30-2022. 2.3 percent sales tax will be added to the cost of each notice. Legal advertisements will be in 6-point Helvetica type.

Sincerely, ~



Monica L. Watson, Publisher- GM
ARIZONA SILVER BELT
298 N. PINE STREET, GLOBE, AZ 85501
928-425-7121(office) 928-425-7001(Fax)



**GILA COUNTY
NOTICE OF REQUEST FOR SEALED PROPOSALS NO. 05242021
ANNUAL CONTRACT WITH GILA COUNTY FOR A NEWSPAPER TO PROVIDE FOR ALL ADVERTISING,
PUBLICATIONS AND PRINTING**

Notice is hereby given that Gila County is requesting proposals from qualified Contractors for an Annual Contract with Gila County for a Newspaper to Provide for all Advertising, Publications and Printing.

SUBMITTAL DUE DATE: 3:00 PM, MST, WEDNESDAY JUNE 16, 2021

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

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

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

All proposals shall be made on the request for sealed proposals forms included in this RFP No. **05242021** package and shall include all applicable taxes.

Interested bidders may obtain a copy of this solicitation by calling the Gila County Finance Department at 928-402-4355 or by clicking on the link:
http://www.gilacountyaz.gov/government/finance/procurement/current_bids.php and downloading the file. Bidders are strongly encouraged to carefully read the entire request for proposal.

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

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

Dates advertised in the Payson Roundup: **June 4, 2021 & June 11, 2021**

Signed: _____
Tim R. Humphrey, Chairman of the Board

Date: ____/____/____

Signed: _____
The Gila County Attorney's Office

Date: ____/____/____

NOTICE OF CALL FOR BIDS FOR AN ANNUAL CONTRACT WITH GILA COUNTY FOR A NEWSPAPER TO PROVIDE FOR ALL ADVERTISING, PUBLICATIONS AND PRINTING.

Pursuant to A.R.S. §11-255, the Gila County Board of Supervisors has called for bids and will let an annual contract for all advertising, publications and printing required to be done or made by all departments of County government. All qualified newspapers within the County are invited to submit a bid for the Fiscal Year July 1, 2021, through June 30, 2022.

This Bid Call becomes a Contract when award by the Gila County Board of Supervisors is confirmed to the Bidder in writing.

Specifications:

1. For publishing of all official or legal notices, publications, and classified advertisements required or authorized to be completed by Gila County in the conduct of the County's business, and all other matters deemed necessary by the County to be published.
2. Pursuant to A.R.S. §11-255(C), the successful bidder has been admitted for at least one (1) year to the United States mail as second-class matter.
3. Pursuant to A.R.S. §39-202(A), all bids for public printing by a newspaper shall be accompanied by an affidavit of the publisher that the newspaper complies with the provisions of section 39-201.
4. All materials and documents to be published shall be made available to the successful bidder at the office of the department submitting the item for publication. Alternatively, the successful bidder must be able to receive the documents electronically from Gila County via the Internet.
5. Attachment "A" is a sample of a publication item. In order to ensure there will be no changes made to the sample publication item, it will also be e-mailed to you for your use. Submit how this sample would appear in your publication as a legal notice with the following specifications: font=Helvetica; type size=6 pt.; and leading=6. Quote the **total price** to publish this ad one **(1) time** in your newspaper using your newspaper's usual legal notice column width. Also, indicate the per column inch rate that this quote reflects.

The Gila County Board of Supervisors will accept the lowest bid based on the **total cost** of the above ad **published (1) time** in your newspaper and not the lowest per column inch rate indicated as column widths vary by newspaper.

6. The successful bidder will ensure that each invoice and affidavit of publication will be mailed to the Gila County Finance Department. The successful bidder will also provide a separate invoice with an assigned invoice number for each publication order. Each invoice needs to clearly identify:
 - a. Invoice Number
 - b. Name of person and department that submitted the order
 - c. Ad Type, i.e. Legal, Display, Classified, etc.
 - d. Publication dates
 - e. Calculation Format: Number of column inches x price per column inch equals SUBTOTAL x number of publications equals TOTAL INVOICE AMOUNT (example: 2 column inches x \$3.00 per column inch = \$6.00 x 1 publications = \$6.00)
7. All publications must be published on the date specified by the requesting department, and no alternative date shall be used unless provided by the requesting party. The successful bidder will be responsible for proofreading, except for camera-ready items.

The contract shall be made with the lowest and responsive and responsible bidder. In determining who is the lowest "responsible bidder" for the county advertising, publications and printing, the Board may consider, in addition to pecuniary ability, bidder's facilities, skill, capacity, experience, and integrity.

Bids will be opened and read publicly at 10:00 AM, on Wednesday, June 16, 2021 at the offices of the Finance Department located at the Copper Building, 1350 E. Monroe Street, Globe, Arizona. Bidders are invited to be present at the bid opening. The Board reserves the right to accept or reject part or all of any bid, or to waive any informality in any bid.

By signing offer, offeror agrees to the following:

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.

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.

OFFER PAGE

TO GILA COUNTY:

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

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

CONTRACT NUMBER: 041520 Newspaper Advertising

Bidder Submitting Proposal:

Arizona Silver Belt
Company Name
298 N. Pine St
Address
Globe AZ 85501
City State Zip

For clarification of this offer, contact:

Name: MONICA WATSON
Phone No.: 928-425-7121
Fax _____
Email: mwatson@silverbelt.com

Monica Watson
Signature of Authorized Person to Sign
Monica L. Watson
Printed Name
Publisher - GM
Title

Bid must be signed by a duly authorized officer(s) eligible to sign contract documents.

INVITATION FOR BIDS BID CALL NO. 070108-1 Sealed bids will be received by Gila County Engineering Services, Copper Building, 1400 East Ash St., Globe, AZ 85501, until THURSDAY, SEPTEMBER 25, 2021, 3:00 PM/MST, for the RUSSELL ROAD/HOSPITAL DRIVE EXTENSION, GILA COUNTY, ARIZONA, BID NO. 070108-1, in strict accordance with the rules and regulations of the Gila County Procurement Policy on file in the office of the Gila County Clerk of the Board, Globe, Arizona. No bids will be accepted after 3:00 PM/MST. The Bids will be publicly opened and read aloud at 3:00 PM at the location and date listed above. All Bids shall be made on the Invitation of Bid forms included in the Contract Documents and shall include all applicable taxes. Plans, Specifications and Contract documents are available and may be obtained from the office of Engineering Services Department, Gila County Public Works, 1400 E. Ash St., Globe, AZ, 928-402-4355. Contractors are invited to attend an optional walk through held September 18, 2021 at 10:00 am. Questions will be accepted until 5:00 pm, September 22, 2021 and will be answered within 24 hours. Each Bid submitted, either by hand, United States Postal Service, or other carrier, shall be sealed and plainly marked "RUSSELL ROAD/HOSPITAL DRIVE EXTENSION, GILA COUNTY, ARIZONA BID CALL NO. 070108-1". All Bids shall be mailed or delivered to the Gila County Engineering Services, Copper Building, 1400 E. Ash St., Globe, Arizona 85501. The Gila County Engineering Services Department and Board of Supervisors of Gila County will not be responsible for those bids submitted that are not marked appropriately and/or sent to the wrong address. The atomic clock in the reception area of the Copper Building is the official time clock. Contractors are invited to be present at the opening of bids, but absence will not be considered cause for disqualification. Contractors shall be responsible for any licenses or permits required by the regulatory agency of the State of Arizona that apply to the performance of this contract. After the Contractor who is determined to be most Advantageous to the county has been selected through the source selection process, negotiations may be conducted for the purpose of developing a recommended Contract for Award. The Gila County Board of Supervisors reserves the right to reject any or all bids, or to accept any bids, or to waive any informality in any bid, or to withhold the award if deemed in the best interest of Gila County. Dates advertised in Arizona Silver Bell and Payson Roundup: September 10, 2021 Signed: The Gila County Attorney's Office Date: James Menlove, County Manager Date: Pub: 09-10-2021 LE1708

ONE WEEK PUBLICATION OF INVITATION FOR BIDS BID CALL NO. 070108-01

8.25	Column Inches
<u>x 2.50</u>	Per Column Inch
\$20.63	Per Week Cost
\$20.63	Per Week Cost
<u>x 1</u>	Week Publication
\$20.63	One Week Cost
\$20.63	One Week Cost
<u>+ .23</u>	(Tax Rate 2.3%)
\$20.86	Total Cost

ATTACHMENT "A"

Sample Publication Item:

INVITATION FOR BIDS BID CALL NO. 070108-1

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

Dates advertised in Arizona Silver Belt and Payson Roundup: **September 10, 2021**

Signed: _____
The Gila County Attorney's Office

Date: ____/____/____

Signed: _____
James Menlove, County Manager

Date: ____/____/____

ACCEPTANCE OF OFFER
(For Gila County use only)

The Offer is hereby Accepted:

The Bidder _____ is now bound to provide the services listed in Bid Call No.: 05242021 including all terms and conditions, specifications, amendments, etc. and the Bidders Offer as accepted by Gila County/public entity.

The contract shall henceforth be referenced to as Contract No. 05242021. The Bidder has been cautioned not to commence any billable work or to provide any service under this Contract until it receives written notice to proceed from Gila County.

GILA COUNTY BOARD OF SUPERVISORS:

Awarded this _____ day of _____ 2021

Tim R. Humphrey, Chairman of the Board

ATTEST:

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

The Gila County Attorney's Office

The Arizona Silver Belt Newspaper
298 N. Pine Street
Globe, AZ 85501
Telephone: 928-425-7121

Affidavit of Publication

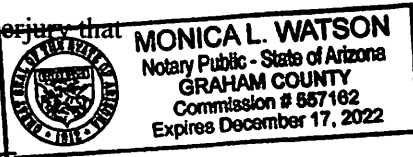
State of Arizona)

County of Gila) ss

I am a citizen of the United States and a resident of the State of Arizona; I am over the age of eighteen years, and not a party to or interested in the entitled matter. I am the principal legal clerk of the printer of the ARIZONA SILVER BELT, a newspaper published in the English language in the city of GLOBE, county of GILA, state of Arizona and adjudged a newspaper of general circulation.

The Arizona Silver Belt, is a newspaper which is published weekly, is of general circulation and is in compliance with the Arizona Revised Statutes §§ 10-140.34 & 39-201.A & B. (Please note, publication has to be completed within 60 days of filing.) The notice will be/has been published One (1) consecutive weeks in the newspaper listed above.; June 23, 20021

I certify (or declare) under penalty of perjury that the foregoing is true and correct.



Charlene Peak

Subscribed and sworn to before me, a Notary Public in and for said County and State, this 16th Day of June 2021.

A handwritten signature in cursive script, appearing to read "Monica L. Watson", written over a horizontal line.

Notary Public

My Commission Expires: Dec. 17 2022

Monica Watson, being first duty sworn deposes and says:

That she is the Publisher of the Arizona Silver Belt and the San Carlos Apache Moccasin Newspapers, located at 298 N. Pine Street Globe, Arizona 85501, or mail: PO BOX 31, Globe, Arizona 85502

The above stated newspapers are published weekly in Globe in the state of Arizona, County of Gila.

The Arizona Silver Belt is a weekly Wednesday publication issued for dissemination of news of the general and public character and complies with provisions of section 39-201 of Arizona State Statutes.