

PURSUANT TO A.R.S. § 38-431.01, THE GILA COUNTY BOARD OF SUPERVISORS WILL HOLD A MEETING AT THE GILA COUNTY TOMMIE CLINE MARTIN COMPLEX, BOARD OF SUPERVISORS' CONFERENCE ROOM, 707 S. COLCORD ROAD, PAYSON, ARIZONA. ONE OR MORE BOARD MEMBERS MAY PARTICIPATE IN THE MEETING BY TELEPHONE CONFERENCE CALL OR BY INTERACTIVE TELEVISION VIDEO (ITV). THE MEETING IS ALSO TELEVISED TO THE THE GILA COUNTY COURTHOUSE, BOARD OF SUPERVISORS' HEARING ROOM, 1400 EAST ASH STREET, GLOBE, ARIZONA.

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 April 19th Regular Meeting agenda by no later than 5 p.m. on Monday, April 18th, by emailing the Clerk of the Board at [msheppard@gilacountyz.gov](mailto:msheppard@gilacountyz.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.

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## **REGULAR MEETING - TUESDAY, APRIL 19, 2022 - 10:00 A.M.**

1. **CALL TO ORDER - PLEDGE OF ALLEGIANCE - INVOCATION**
2. **PRESENTATIONS:**
  - A. Recognition of Gila County Payson employees who have been employed for 5, 10, 15, 20, and 25 years as of 2021. **(Erica Raymond)**
  - B. Presentation of the 2021 Annual Report for the Gila County Sheriff's Office. **(Sheriff J. Adam Shepherd/Sarah White)**
3. **REGULAR AGENDA ITEMS:**
  - A. Information/Discussion/Action to approve the distribution of Secure Rural Schools and Communities Funds (Forest Fees) of Gila County's share of the Federal Year 2021 Secure Rural Schools Act funds as authorized through section 24 of P.L. 114-10 for FY 2020-2021 using the same percentage splits as last year: Roads (2.15%), Schools (77.93%), and Gila County Education Service Agency (19.92%). **(Roy Sandoval/Nick Montague)**

- B. Information/Discussion/Action to approve an Intergovernmental Agreement (Contract No. CTR059342) with the Arizona Department of Health Services in the amount of \$37,500 effective 5 years from signature to address important public health issues and communities affected by drug addiction and incarceration by working with the Gila County Probation Office and Courts. **(Michael O'Driscoll)**
  - C. Information/Discussion/Action to award Contract No. 030222 to Excel Pump and Well Service in the amount of \$57,970 for the construction of the Russell Gulch monitoring well in response to Informal Bid Request No. 030222. **(Steve Sanders)**
  - D. Information/Discussion/Action to ratify the Board of Supervisors' approval to submit a Grant Application to the Arizona Criminal Justice Commission; and approve the FY22 Arizona Coronavirus Emergency Supplemental funding award (ACJC Grant Agreement No. ACESF-22-003) in the amount of \$19,638.71 to provide technology needs for the Victim Compensation Program for the period March 1, 2022, to January 31, 2023. **(Debra Blair)**
  - E. Information/Discussion/Action to enter into the Common Interest Agreement with Arizona Game and Fish Commission and the Arizona Sportsmen for Wildlife Conservation to address the closure of the FR 203 and FR 487 and authorize Jessica Scibelli with the Gila County Attorney's Office to sign the Common Interest Agreement on behalf of the Board of Supervisors. **(Woody Cline)**
4. **CONSENT AGENDA ACTION ITEMS: (Any matter on the Consent Agenda will be removed from the Consent Agenda and discussed and voted upon as a regular agenda item upon the request of any member of the Board of Supervisors.)**



- A. Approval of three applications for an extension of premises/patio permit submitted by Katie Lynn Parks to temporarily extend the premises on various dates where liquor is permitted to be served at Bandits Restaurant located in Strawberry.
  - B. Approval of a Special Event Liquor License Application submitted by the Mitchell Swaback Charities, Inc. DBA Harvest Compassion Center Club to serve liquor at the Strawberry Inn in Strawberry for a special event to be held on May 7, 2022.
  - C. Approval of the Board of Supervisors' March 15, 2022, March 18, 2022, and March 29, 2022, meeting minutes.
  - D. Approval of the monthly activity reports submitted by the Human Resources Department for March 2022.
  - E. Approval of finance reports/demands/transfers for the reporting period of March 1, 2022, through March 31, 2022.
  - F. Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for March 2022.
5. **CALL TO THE PUBLIC:** A call to the public is held for public benefit to allow individuals to address the Board of Supervisors on any issue within the jurisdiction of the Board of Supervisors. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), at the conclusion of an open call to the public, individual members of the Board of Supervisors may respond to criticism made by those who have addressed the Board, may ask staff to review a matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.

6. At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the County Manager may present a brief summary of current events. No action may be taken on information presented.
7. **EXECUTIVE SESSION ITEMS:**
  - A. Information/Discussion/Action to vote to hold an executive session under A.R.S. § 38-431.03(A)(3) and (4) to have a discussion or consultation for legal advice with the attorneys for the Board to consider its position regarding Robert Kenneth Mitchell, Jr.'s application to permanently extend the licensed premises where wine is permitted to be served or sold at Below The Rim Meadery, LLC, and, when reconvened into the regular meeting, vote to issue a recommendation of approval or disapproval to the Arizona Department of Liquor Licenses and Control or to take other action. **(Jeff Dalton)**

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

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

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

**ARF-7104**

**Presentation 2. A.**

**Regular BOS Meeting**

Meeting Date: 04/19/2022

Submitted For: Erica Raymond, Human Resources Assistant Sr.

Submitted By: Erica Raymond, Human Resources Assistant Sr.

Department: Human Resources

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Information

Request/Subject

2021 Gila County Payson Employee Service Awards Presentation.

Background Information

n/a

Evaluation

n/a

Conclusion

n/a

Recommendation

n/a

Suggested Motion

Recognition of Gila County Payson employees who have been employed for 5, 10, 15, 20, and 25 years as of 2021. **(Erica Raymond)**

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Attachments

2021 County Service Awards

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5 years		10 years		20 years	
Allen, George	Public Fiduciary	Alvarez, Alfonso	Elections	Arney, Samson D	Public Works
Amaya, Marcela	Health	Bell, Candy L	Human Resources	Corvin, Lorenzie	Juv. Detention
Boyce, Monica	Probation	Brake, Johnie	Sheriff	Kerszykowski, Leonard	Sheriff
Bradford, Andrew	Sheriff	Digman, John R	Public Works	Mikeworth, Thersea	County Attorney
Burdess, Dustin	Sheriff	Engler, Donald B II	Sheriff	Newton, Brenda	Probation
Canchola, Therese	Health	Lopez, Helene	Comm Services		
Carbajal, Jessica	Sheriff	Montague, Nicholas	School Sup.		
Chapman, Michelle	Clerk of Sup. Court	Moore, Jerry J	Public Works		
Dowler, Duane G	Public Works	O'Driscoll, Michael	Emergency Services	Baeza, Rebecca B	Globe Justice Court
Elmer, Christine	Public Works	Palmer, Nora	Sheriff	Campos, Patricia	Comm Services
Francis, Brittany	Health	Schaal, Karrie	Probation	Ornelas, Cassie L	Superior Court
Gonzales, John	Sheriff	Shields, Travis	County Attorney	Sanders, Steven F	Public Works
Henderson, Melissa	BOS	Velarde, Jillian R	Public Fiduciary	True, Dana K	Comm Services
Ihrig, Felicia	Health	Velasquez, Margaret	School Sup.	Williams, Debra L	Sheriff
Joerns, Mark E	Superior Court	Williams, Joseph	Assessor	Wisdom, Edward	Public Works
Jones, Kenneth	Public Works	Wortman, Kenneth	County Attorney		
Kell, David C	Sheriff				
Lessard, Steven	Probation				
Loos, Patricia A	Public Fiduciary				
Loyd, Amy	Assessor				
Madrid, Rochelle	Facilities				
Mansoor, Taylor	Probation				
McDaniel, Tony	Payson Constable				
Melford, Carl W	Health/Emer				
Menlove, James	Ser				
Osborn, Haleigh	BOS				
Peterson, Guy	Sheriff				
Powell, Christopher	Sheriff				
Rutledge, Adriean	Clerk of Sup. Court				
Sandoval, Roy A	School Superintendent				
Soos, Bradley	County Attorney				
Stamper, Brent A	Sheriff				
Taft, Rebecca	Assessor				
Thoms, Tricia N	Sheriff				
Valenzuela, Patricia	GIS				
Votruba, Elaine M	Library Districts				
Waynick, Victoria	Superior Court				
Wiley, Walter D	Sheriff				
Wyrick, Perry	Facilities				



**ARF-7127**

**Presentation 2. B.**

**Regular BOS Meeting**

Meeting Date: 04/19/2022

Submitted For: Adam Shepherd, Sheriff

Submitted By: Sarah White, Chief Administrative Officer

Department: Sheriff's Office

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Information

Request/Subject

Presentation of the Gila County Sheriff's Office 2021 Annual Report

Background Information

It is the goal of the current Sheriff's Office Administration to produce a report of the activities annually to inform the public as to the actions taken by the Sheriff's Office.

Evaluation

N/A

Conclusion

The Gila County Sheriff's Office Annual Report is a general overview of the activities performed in 2021. The information contained in the annual report can help inform the public as to the actions taken by the Sheriff's Office and help identify those areas where a majority of the effort is being concentrated. By its very nature, criminal justice is a large portion of the County's budget, and out of respect for the high cost to the citizens, we feel that it is our responsibility to produce an accounting of our activity.

Recommendation

Presentation of the Gila County Sheriff's Office 2021 Annual Report.

Suggested Motion

Presentation of the 2021 Annual Report for the Gila County Sheriff's Office. **(Sheriff J. Adam Shepherd/Sarah White)**

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Attachments

Gila County Sheriff's Office 2021 Annual Report

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# ANNUAL REPORT 2021



Photo Courtesy of Keith Morris, Payson Roundup



## MISSION STATEMENT

Working together to promote public safety to safeguard the citizens and communities of Gila County.

### Guiding Values of the Sheriff's Office

Integrity

Commitment

Leadership

Fairness

Compassion

Professionalism

Dedication

Consistency

Respect



**SHERIFF  
J. ADAM SHEPHERD**



**To the Citizens of Gila County:  
Welcome to the 2021 Annual Report for the Gila County Sheriff's Office.**

I think I can speak for most of us in saying that it was difficult to maintain a level of optimism as the Covid-19 pandemic droned on for the second year in a row. The challenges to the Sheriff's Office remained unabated as we worked to conform to the struggles that the pandemic brought, especially in the workforce. The employee crisis brought many of our service bureaus to the brink of critical staffing levels, and we know that this was a source of inconvenience to our citizens. We would like to express our appreciation for your understanding, patience and support as we all look for the light at the end of the tunnel and towards the day when our society feels like it is back to normal.

My heartfelt appreciation and praise go out to all the men and women of the Sheriff's Office who chose to continue their spirit of service to the public despite the difficult times we are in. Without their loyalty and dedication to the community we could not have continued to adequately serve the needs of the criminal justice system. My many thanks go out to them and to all public servants everywhere who took this situation as a challenge to be conquered, instead of a defeat. The desire to serve one's fellow citizens is a noble calling and society would be in a dire situation without them.

As we move into 2022, we are always looking for new ways to get information to the citizens. We have exciting things happening in the Sheriff's Office, we will expand the information available on Facebook to include daily mugshots. When this change happens the Sheriff's Office smartphone app will be discontinued and no longer available. We will also be launching a Sheriff's Office Instagram account and a recruiting and hiring webpage. We encourage you to look at all the different options we have available.

We are always looking for persons who would like to explore a career in law enforcement, who have served in another jurisdiction, or would like to volunteer for the Sheriff's Office. For more information, please visit the Sheriff's Office or Gila County Human Resources in person, contact us by phone (**Globe 928-425-4449**) or (**Payson 928-474-2208**), or by internet at:

[http://www.gilacountyaz.gov/government/human\\_resources/employment/employment\\_opportunities.php](http://www.gilacountyaz.gov/government/human_resources/employment/employment_opportunities.php).

I want to thank you for allowing me to represent each one of you as the Sheriff of Gila County. I hope you find the resources mentioned above valuable and easy to use. Please don't hesitate to reach out to me directly if you have any questions or concerns.

Gila County Sheriff,  
J. Adam Shepherd



## **2021 ANNUAL REPORT**

The Chief Deputy serves as second in command and is in charge of ensuring that each employee maintains the values and goals as defined by the Sheriff.

For example, in keeping with Sheriff Shepherd's goal to provide the best possible service to residents and visitors to Gila County, the Chief supports three Bureaus – Patrol, Detention, and Criminal Investigations in their public safety and service missions.

2021 continued to present challenges with COVID-19 issues and the continued impact of the pandemic. We continued to take steps to ensure the health and safety of all our employees as well as the inmates housed in our Detention facilities.

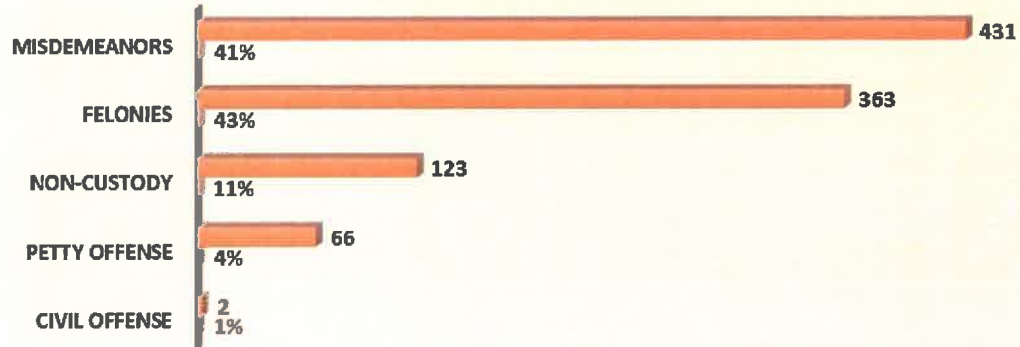
Our goal is to continue to provide a safe working environment for our employees as well as providing quality training while serving the community with professionalism and honor.



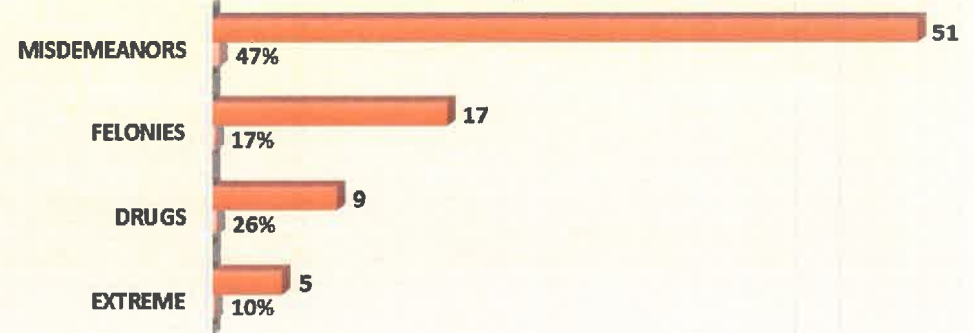
**Mike Johnson**  
**Chief Deputy**

## 2021 CRIME STATISTICS

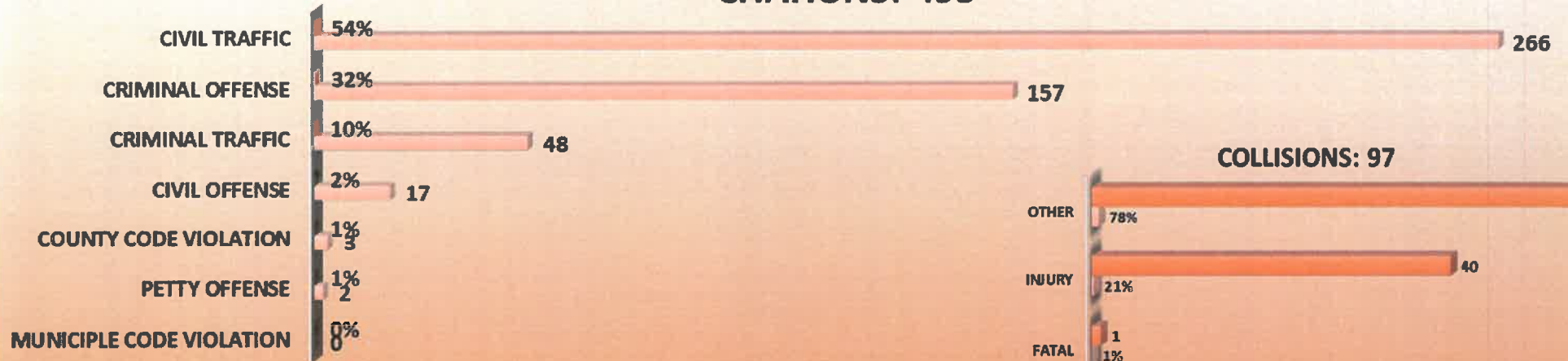
### TOTAL ARRESTS: 985



### TOTAL DUI ARRESTS: 82



### CITATIONS: 493



### COLLISIONS: 97



## **BUDGET SUMMARY**

**Board of Supervisors Adopted Budget 2020-2021**

### **Gila County Sheriff's Office**

	<b><u>Expenses</u></b>		<b><u>Revenues</u></b>		<b><u>Totals</u></b>
Administration	\$	1,459,906	\$	10,000	\$ 1,449,906
Patrol	\$	6,200,239	\$	570,927	\$ 5,629,312
Detention	\$	4,432,953	\$	144,772	\$ 4,288,181
Detention Health	\$	910,231	\$	12,300	\$ 897,931
Dispatch	\$	1,461,047	\$	312,552	\$ 1,148,495
	\$	<b>14,464,376</b>	\$	<b>1,050,551</b>	\$ <b>13,413,825</b>

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<b>Special Revenues</b>	<b>\$</b>	<b>808,904</b>
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### **Budgeted Positions = 146.75**

Administration	14.75	Detention	60.50
Patrol	49.00	Detention Health	6.50
Dispatch	16.00		



## ADMINISTRATION BUREAU

The mission of the Administration Bureau is to provide operational support for the Sheriff's Office. This includes providing personnel, budget management and developing policy governing the conduct of all employees. We are dedicated to providing these services efficiently and consistently and in keeping with the Sheriff's Office mission to meet or exceed customer service standards. Functional Responsibilities include oversight of the following Units:

- Sheriff's Administration
- Civil
- Finance
- Human Resources / Payroll
- Professional Standards
- Records
- Voice Stress Analysis / Pre-Employment Background Investigations
- 9-1-1 Administration
- Property and Evidence

2021 Social Media Stats - Last year, the Sheriff's Office smartphone app was downloaded 9,415 times and opened 511,540 times. We counted 52 anonymous tips that were used to assist law enforcement investigations. We value public input that supports our efforts to ensure public safety. Download through your iPhone or Android app. Anonymous calls can also be made to **1-800-78-crime**. Facebook had 18,844 followers and 5318 Likes. Real-time emergency notices and regional information include our daily news releases. Find us by searching for Gila County Sheriff's Office or <https://www.facebook.com/Gila-County-Sheriffs-Office-641987809193824>. We also continue to encourage the public to sign up for emergency notifications from Everbridge at <http://www.readygila.com>, utilize <http://www.az511.gov/traffic>, or call **511** for state highway conditions.



**Sarah White**  
**Chief Administrative Officer**

## **2021 OPERATION EXPENSES – ADMINISTRATION**

<b><u>Personnel</u></b>	<b><u>Operations</u></b>	<b><u>Total</u></b>
\$1,265,406	\$ 194,500	\$1,459,906

### **Budgeted Positions = 14.75**

Sheriff	1.00	Special Investigator	0.75
Chief Deputy Sheriff	1.00	Records Clerks	2.50
Chief Administrative Officer	1.00	Accounting Clerk Specialist	1.50
Admin Bureau Supervisor	1.00	Administrative Clerks	2.00
Records Supervisor	1.00	Human Resource Liaison	1.00
IT Systems Administrator	1.00	Professional Standards Investigator	1.0

### **Total Records Processed = 4,384**

Mugshots	21	Public Records Requests	319
Background Checks	394	Warrants	923
Deputy Reports Processed	2,143	Civil Papers Served	584

## **COMMUNITY INVOLVEMENT**



In February, Sheriff J. Adam Shepherd and staff cleaned the area between mile post 256 and 257 on S.R. 188. As a result of the COVID-19 issues, ADOT had suspended cleanups for the last year and only recently allowed them to resume. As a result of the year long delay, we were able to pick up 7 large bags of trash. Please help in keeping our communities clean and litter free.



## **PATROL BUREAU**

The Undersheriff serves as third in command and is responsible for the oversight and management of the following units: Northern and Southern Patrol Districts, Lake Patrol, Reserve Deputies, K9 Units, School Resource Officers (SRO), Volunteer Programs, and 9-1-1 Communication.

The mission of the Patrol Bureau is to protect and serve the communities in Gila County through community presence, interaction, education, and training. Patrol maintains interoperability and coordination with all public safety agencies to reduce or eliminate criminal activity, teach crime prevention, and support the citizens and visitors of Gila County to ensure public safety in their homes and neighborhoods.

As the world continued to battle Covid-19 throughout 2021, the Gila County Sheriff's Office continued to adapt and overcome the challenges that were presented. Gila County Deputies, Detention Officers, Dispatch, and Administration Staff worked long hours to ensure that staffing levels remained sufficient to meet the county's public safety demands. Staffing retention continues to be a top priority. With the support of the Gila County Board of Supervisors, we implemented a Deputy Steps Program, raised Dispatch salaries with stipends, and have gathered information to push for a Detention Steps Program in 2022, to assist and combat recruitment and retention problems that are plaguing law enforcement agencies around the country. Our volunteer programs continue to step in and assist as needed. These programs are invaluable, and we cannot say thank you enough! We could not afford to pay for the number of hours these volunteers donate on our behalf to keep the communities throughout Gila County safe.

As I wrap up my first year as the Undersheriff, we have implemented and streamlined processes to ensure that we are providing the highest level of service. As we look to 2022, we have programs coming such as Body Worn Cameras, CompStat, and officer productivity software upgrades. We are responsible to each of the citizens of Gila County and I will continue to ensure that we are providing services with integrity and accountability.



**Matt Binney**  
**Undersheriff**



## **2021 OPERATION EXPENSES – PATROL**

<b><u>Personnel</u></b>	<b><u>Operations</u></b>	<b><u>Total</u></b>
\$5,029,379	\$1,170,860	\$6,200,239

### **Budgeted Positions = 49.0**

Undersheriff	1.0	Patrol Commander Lieutenant	2.0
Deputy Sheriff	31.0	Deputy Sheriff Sergeant	8.0
Task Force Commander	1.0	Deputy Sheriff Detective	5.0
		Property and Evidence	1.0

### **Total Training Hours = 2,307**

<b><u>Continuous</u></b>	<b><u>Firearms</u></b>	<b><u>Proficiency</u></b>
1,814	241	252

## **PATROL BUREAU ACTIVITIES**

### **TOTAL PATROL INCIDENTS = 13,333**

January thru March	3,069
April thru June	3,384
July thru September	3,555
October thru December	3,325
<b>TOTAL</b>	<b>13,333</b>

### **COMMUNITY INTEREST CRIMES**

Agency Assists	1,166
Assault	99
Burglary	86
Death Investigations: Natural / Accidental / Suicide	89
Death Investigations: Murder	1
Domestic Violence	351
DUI	61
Fraud	50
Search and Rescue Missions	74
Sexual Assault / Misconduct	62
Theft	233
Traffic Collision	231
Violation of Court Order	63
<b>TOTAL</b>	<b>2,566</b>

# COMMUNITY INVOLVEMENT

## Shop with a Hero – Christmas 2021





## **DETENTION & DETENTION HEALTH BUREAU**

The Jail Commander is responsible for the detention facilities located in Globe and Payson, detention medical unit, transportation, and inmate services.

The mission of the Gila County Adult Detention Facilities is to create an environment that promotes community safety, facility security, and provides for the welfare of staff and inmates. Our goal is for jail operations to comply with standards established for detention facilities by Arizona Jail Guidelines, the National Sheriff's Association, and the National Commission of Correctional Health Care.

Training and critical staffing continued to be a challenge during the Covid pandemic. The Detention and medical Staff worked mandatory overtime as we continued to serve the community and care for the inmates. Due to the staffing issues, the Payson Detention Facility was closed for approximately 6 weeks to transfer staffing to the Globe Facility and fill in the needed shifts. The Staff are the champions, they have adapted and continued to provide the best level of service while working in an environment with constant challenges.

The Detention Bureau implemented a Body Worn Camera Program in 2021, to help with security, surveillance and safety for the staff and inmates. The Globe Detention Facility had a major upgrade completed with the installation of a new roof and HVAC system. Construction on the sally port at the Payson substation continues and should be completed in the coming months.

As we look to 2022, the Detention Facilities will see a complete camera upgrade at both Globe and Payson Detention Facilities. Gila County entered into an agreement with Graham County Sheriff's Office to house inmates if needed. To address the staffing issues, we will be presenting a Detention Officer Steps program to help with pay, recruitment, and retention. I feel privileged to have worked as the Jail Commander for the last year. We have some great projects that we all look forward to completing in 2022.

**Major W. Dennis Newman**  
**Bureau Commander**



## **2021 OPERATION EXPENSES - DETENTION**

<b>Personnel</b>	<b>Operations</b>	<b>Total</b>	<b>Budgeted Positions = 60.5</b>	
\$3,679,300	\$ 753,653	\$4,432,953	Detention Commander 1.0	Detention Officer Sergeant 9.0
			Detention Officer Lieutenant 3.0	Detention Officer 47.5

## **2021 OPERATION EXPENSES – DETENTION HEALTH**

<b>Personnel</b>	<b>Operations</b>	<b>Total</b>	<b>Budgeted Positions = 6.5</b>	
\$ 530,081	\$ 380,150	\$ 910,231	Detention Medical Director 1.0	Medical Assistant 3.0
			Inmate Counselor 0.5	Nurse 2.0

### **Activities**

Bookings	2,125
Releases	2,130
Inmates to Court	108,739
Transport Mileage	3,183
Training Hours	675

## **DETENTION BUREAU** **COMMUNITY PROGRAMS AND SERVICES**

### **Jail Visitation**

ViaPath Technologies

[www.viapath.com](http://www.viapath.com)

Visitation Hours:

8:30am – 10:30am

11:30am – 3:30pm

4:30pm – 6:00pm

6:30pm – 8:30pm

### **Inmate Services**

Counseling

Medical

Library

GED Classes and Testing

Religious Services

Alcoholic/Narcotics Anonymous

There is no visitation on Mondays or on Tuesdays following a Monday holiday due to the high volume of court traffic on those days.

### **Additional Public Services**

Agency Coordination and Outreach for Public Events

Fingerprinting for Licensing and/or Clearance for Employment

Jail Tours (18 years or older)

“Spend the Night in Jail” Program



# **COMMUNITY INVOLVEMENT**

## **Annual Bike Giveaway**



## **DRUG, GANG & VIOLENT CRIMES TASK FORCE**

### **Investigation Activities**

Interdiction Stops	916
Drug Arrests	315
Non-Drug Arrest	41
Agency Assists	374
Marijuana Eradication	3
Knock and Talk Conducted	114
Search Warrants	25
Gang Members Identified	82
<b>TOTAL</b>	<b>1,870</b>
Firearms seized	39 \$ 13,950
Vehicle seized	3

### **Drug and Drug Related Seizures**

Marijuana	5,587 Grams / 12.31 lbs	\$103,050
Cocaine	2,355 Grams / 5.19 lbs	\$127,500
Methamphetamines	49,636 Grams / 109.43 lbs	\$2,493,217
Heroin	1,185 Grams	\$177,110
Narcotic Prescription Pills	131 Doses	\$3,930
Hashish	213 Grams	\$26,350
Drug Paraphernalia	1,691 Items	\$35,091
Fentanyl	14,383,682,899 Micrograms	\$30,230,485
		<b>Street Value: \$33,196,733</b>

### **Stolen Property Recovered**

Vehicles 5      Motorcycles 1      Items stolen from a residential/commercial burglary 49

#### **Training Hours Received = 414**

##### **Types of Training**

Active Shooter	De-Escalation and Minimizing Force	Narcotic and Street Crimes in New Era
Active Shooter Multi-Agency Task Force	Firearms	Prop 207
Active Shooter Preparation and Response for Schools	Highway Criminal Interdiction	Race Relations in Law Enforcement
AZ POST Leadership	Interaction with Mental Illness for First Responders	Report Writing
Bullet Proof Mindset	K9 narcotics	Social Media in Law Enforcement
Contempt of Court	K9 patrol	Taser
	Media Training Related to Critical Incidents	Trends in Arizona Narcotic Investigations

#### **Training Hours Given = 604**

Drug Presentations = 4

Attendees = 107

##### **Types of Training**

K9 narcotics
Firearms
K9 evidence in a Court Room Setting
K9 patrol
Taser



## Drug and Drug Related Seizures

**Fentanyl**



**Heroin and Fentanyl**

**Methamphetamine**



## K-9s in Service



**ROSCO**

*Belgian Malinois*

**Handler:** L(Ski) Kerszykowski  
**In Service:** 2021 - Present  
**Aquired By:** Donation  
**Value:** \$12,500

**Skills:** Narcotics Detection; Patrol;  
Evidence Recovery

**Interest:** K9 Officer Rosco was imported from Holland to replace K9 Rango.



**ARCO**

*Belgian Malinois*

**Handler:** J Bramlet  
**In Service:** 2014 - Present  
**Aquired By:** Donation  
**Value:** \$7,500

**Skills:** Narcotics Detection; Body Sniffs, Patrol

**Interest:** K9 Officer Arco is assigned to the Globe Jail.



**LOKI**

*Belgian Malinois*

**Handler:** L Brown  
**In Service:** 2021 - Present  
**Aquired By:** Donation  
**Value:** \$12,500

**Skills:** Narcotics Detection; Evidence Recovery, and Body Sniffs

**Interest:** K9 Officer Loki is assigned to both the Globe and Payson Jails.



**MICLO**

*Belgian Malinois*

**Handler:** T Baxley  
**In Service:** 2016 - Present  
**Aquired By:** Donation  
**Value:** \$15,500

**Skills:** Narcotics Detection; Patrol; Evidence Recovery

**Interest:** K9 Officer Miclo was donated by the White Mountain Apache Police Department.



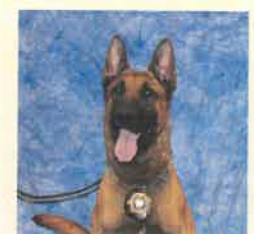
**DUKE**

*Belgian Malinois*

**Handler:** T Baxley  
**In Service:** 2021- Present  
**Aquired By:** Donation  
**Value:** \$12,500

**Skills:** Narcotics Detection; Patrol; Evidence Recovery

**Interest:** K9 Officer Duke was imported from Holland to eventually replace K9 Miclo.



**MAX**

*Belgian Malinois*

**Handler:** J Cross  
**In Service:** 2021 - Present  
**Aquired By:** Donation  
**Value:** \$12,500

**Skills:** Narcotics Detection; Patrol; Evidence Recovery

**Interest:** K9 Officer Max was imported from Holland to replace K9 Falco.

**Donation Savings to Taxpayers: \$73,000**



K9 Officer Falco was retired in 2021 to his former handler.



K9 Officer Felix was retired in 2021 to his former handler.



K9 Officer Rango was retired to his former handler due to age and health concerns.

## **COMMUNICATIONS UNIT**

### **Public Safety Dispatch**

<b>Personnel</b>	<b>Operations</b>	<b>Total</b>
\$1,299,399	\$ 161,648	\$1,461,047

#### **Budgeted Positions = 16**

Public Safety Telecommunicators = 13

Dispatch Supervisors = 2

9-1-1 Coordinator = 1

In 2021, the Gila County 9-1-1 Communication Unit answered 9-1-1, text to 9-1-1, unit administration lines, and managed radio communications while conducting dispatch operations for 2 law enforcement agencies and 4 fire/ems agencies. Dispatchers are trained to respond to callers who are having the worst day of their lives, using skills such as active listening, critical thinking and resource management. Technical skills play a larger part in the Communications Unit than ever before as computers, software, radios and recording equipment continue to evolve, ensuring data is organized, accurate and quickly accessible. Our communication staff continues to meet and exceed the requirements of the ever-evolving dispatch responder.

#### **Total Calls Answered = 36,950**

9-1-1 = 18,484

Business Lines = 18,466

#### **Total Calls Dispatched = 36,473**

Law = 22,207

Fire = 4,591

Medical = 9,675

#### **Total Radio Transmissions = 360,530**





**AIR FORCE**

Baxley, Travis  
 Burkhardt, Dave  
 Floyd, Eddy  
 Hall, Marissa  
 Hassinger, Larry  
 Mahr, Don  
 Newman, Dennis  
 Schrenk, Frank  
 Spicer, Ed  
 Swenson, John

**ARMY**

Benne, Robert  
 Binney, Matthew  
 Bucholz, Dave  
 Christy, Chris  
 Clark, Mike  
 Conway, Keith  
 French, Felicia  
 Frommelt, Paul  
 Fulton, Ray  
 Giarraputo, Bobby  
 Guerrero, Tony  
 Hill, Michael  
 Jenkins, Darrell  
 McMillion, Jim  
 Molitor, Larry  
 Moore, Timothy  
 Padgett, Penni  
 Palmer, Mel  
 Smith, Grant  
 Solberg, Justin  
 Stamper, Brent  
 Tarango, Jimmy  
 White, Lori

**COAST GUARD**

Nudson, Thor

**RESERVES**

Fischbeck, John

**MARINE CORP**

Berry, David  
 Floyd, Darrell  
 Peeper, Marc

**RESERVES**

Solberg, Justin  
 Tassell, Noah

**NATIONAL GUARD**

Guerrero, Tony  
 Holmes Jr., Johnny  
 Newman, Dennis

**RESERVES**

Boyer, Roland

**NAVY**

Boyer, Roland  
 Conover, Charlie  
 Dirks, Brian  
 Elledge, Joseph  
 McGroarty, Christopher  
 Phelps, Richard  
 Schuler, Robert



# DIVE TEAM / LAKE PATROL

<u>Members - Including</u>	<u>Number of</u>	<u>Mission Hours</u>	<u>Mission Miles</u>	<u>Training Events</u>	<u>Training Hours</u>
14	2	192	3,558	24	552

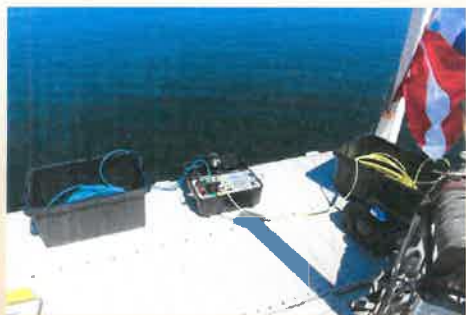


**Total Dive Team Savings to Taxpayers**  
 8 Volunteers / 744 Volunteer Hours Each  
**\$150,169**



## 2021 Lake Patrol Activities

Recreational Boating safety activity hours 488.5  
 On the water Boating safety hours 174.5  
 Compliance checks 244  
 Citations 3  
 Warnings 46  
 Rescues 39



**VOLUNTEER PROGRAMS**  
**TOTAL PROGRAM SAVINGS**  
**TO GILA COUNTY TAXPAYERS**  
**\$735,592**

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<i>Gila County Sheriff's Dive Team</i>	<b>\$150,169</b>
<i>Gila County Sheriff's Search and Rescue</i>	<b>\$44,430</b>
<i>Gila County Sheriff's Reserve Posse</i>	<b>\$192,908</b>
<i>Tonto Rim Search and Rescue Squad, Inc.</i>	<b>\$287,029</b>
<i>Northern Gila County Community Emergency Response Team</i>	<b>\$61,056</b>



## **VOLUNTEER PROGRAMS**

### **GILA COUNTY SHERIFF'S RESERVE POSSE**

<b><u>Total Members</u></b>	<b><u>Total Missions</u></b>	<b><u>Mission Hours</u></b>	<b><u>Mission Mileage</u></b>
<b>20</b>	<b>1,616</b>	<b>7,646</b>	<b>51,392</b>

### **GILA COUNTY SHERIFF'S SEARCH AND RESCUE - GLOBE**

<b><u>Total Members</u></b>	<b><u>Total Missions</u></b>	<b><u>Mission Hours</u></b>	<b><u>Mission Mileage</u></b>
<b>25</b>	<b>8</b>	<b>1,761</b>	<b>9,669</b>

**Total SAR / RESERVE POSSE Savings to Taxpayers**  
**\$237,339**

# **VOLUNTEER PROGRAMS**

## **Tonto Rim Search & Rescue Squad, Inc.**

### Activity Counts

<u>Missions</u>	<u>Trainings</u>	<u>Meetings</u>	<u>Community Service</u>	<u>Fund Raisers</u>	<u>Other</u>	<u>Total Activities</u>
71	172	29	2	3	6	283

### Volunteer Hours

<u>Missions</u>	<u>Trainings</u>	<u>Meetings</u>	<u>Community Service</u>	<u>Fund Raisers</u>	<u>Admin</u>	<u>Other</u>	<u>Total Activities</u>
2,896	5,706	740	18	103	1,613	302	11,377

**Total TRSARS Savings to Taxpayers**  
**\$287,029**





# **VOLUNTEER PROGRAMS**

## **Northern Gila County CERT**



EVENT	TOTAL HOURS
Shop With A Hero	32
Turkey Trot	20
Star Valley Emergency Notification	32
Rotary Presentation	3
Tonto Basin Traffic Control (Fire)	16
NPCT Meeting	4
July 4th event	64
Radio Replacement/Programming	10
COVID Point of Distribution	100
PUSD Emergency Planning	10
LEPC Meeting	6
Arizona State CCC	55
COVID Vaccination Events (PHS)	248
COVID Phone Bank & Data Entry	1,800
NGCCERT Admin	20
<b>TOTAL:</b>	<b>2,420</b>

**Total NORTHERN GILA COUNTY COMMUNITY  
EMERGENCY RESPONSE TEAM Savings to  
Taxpayers  
\$61,057**

## COMMUNITY INVOLVEMENT

### *Bearded November 2021*



During the month of November, staff of the Gila County Sheriffs Office donated money to participate in growing out their beards for our annual Bearded November. Funds raised from participating staff, donations from the Gila County Board of Supervisors and the Georgia Burnside Foundation, made the **2021 Shop with a Hero** program a great success! Attached are few of our Deputies who have grown out their beards.





## WEBSITE

<http://www.gilacountyaz.gov/government/sheriff/index.php>

### SHERIFF

About Us  
REPORTS  
Administration Bureau  
Patrol Bureau  
Jail Bureau  
News  
Sex Offender Information  
Employment  
Help & Support  
Volunteer Programs  
Resources  
Contact Us  
Public Records Request

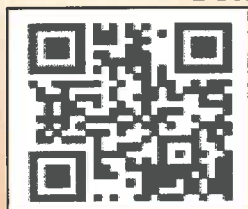
## WELCOME TO THE GILA COUNTY SHERIFF'S OFFICE



Sheriff J. Adam Shepherd

## SMARTPHONE APP

Stay informed with current updates on your smartphone.  
DOWNLOAD for FREE!



Or



Scan the QR code and install. If you are unable to scan the code, type 'Gila County Sheriff's Office' in the search box of your app store.

## EMPLOYMENT OPPORTUNITIES

[http://www.gilacountyaz.gov/government/human\\_resources/](http://www.gilacountyaz.gov/government/human_resources/)  
[or Click Here](#)

## FACEBOOK

<https://www.facebook.com/Gila-County-Sheriffs-Office-641987809193824/>



## JAIL VISITATION

[www.viapath.com](http://www.viapath.com)

Each Inmate is given one free hour of visitation per week  
The fees for visiting longer than one hour and remote visitation are \$0.25 per minute. The fee to send a message (email) is \$0.05 per

There is no visitation on Mondays or on Tuesdays following a Monday holiday due to the high volume of court traffic on those days.

Visitation hours are 08:30-10:30, 11:30-3:30, 4:30-6:00 and 6:30-8:30

### WeTIP

(800) 78-crime  
[www.wetip.com](http://www.wetip.com)

### Road Conditions - AZ 511

<https://www.azdot.gov/adotalerts/>

### Arizona Emergency Information Network

Ready, Set, Go!

<https://ein.az.gov/ready-set-go>

All Hazards Preparedness

Everbridge - Emergency Alerts

<http://www.readygila.com>

<b>Jail Visitor Services - Globe</b> COUNTY JAIL 1100 South Street Globe, AZ 85502 (928) 425-4449	<b>Patrol Substation - Globe</b> 1177 E Monroe St Globe, AZ 85502 (928) 425-4449	<b>Sheriff's Office / Administration Bureau</b> 1425 E South Street PO Box 311 Globe, AZ 85501 (928) 402-4373
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<b>Jail Visitor Services - Payson</b> COUNTY JAIL 108 West Main Street, Ste A Payson, AZ 85541 (928) 474-2208	<b>Patrol Substation - Roosevelt</b> 28449 North Hwy 188 Roosevelt, AZ 85545 (928) 467-2515	<b>Patrol Substation - Young</b> 46777 N Highway 288 Young AZ 85554 (928) 462-7920
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#### COMMUNITY PROGRAMS AND SERVICES

Boat Safety Program Car Seat Check Citizen Academy Civil Service	Event Security Explorer Program Extra Neighborhood Patrol Fingerprinting	"Spend the Night in Jail" Program Vin Inspections
Community Outreach School Presentations K9 Presentations Gun Safety (Eddie the Eagle) Drug Presentations	Neighborhood Watch Programs Offender Watch School Resource Officers Southern Gila County Network Team (SGNET)	Volunteer Programs Northern Gila County CERT Teams Sheriff's Reserve Posse Tonto Rim Search and Rescue Sheriff's Search and Rescue Sheriff's Dive Team

Apply to Ride-Along

[Application and Liability Waiver Civilian Observer Program Form](http://www.gilacountyaz.gov/government/sheriff/docs/CivilianObserverProgram.pdf)

<http://www.gilacountyaz.gov/government/sheriff/docs/CivilianObserverProgram.pdf>

#### CONTACT INFORMATION

<b>Records</b> <a href="mailto:sheriffsrecords@gilacountyaz.gov">sheriffsrecords@gilacountyaz.gov</a> (928) 402-1883 or (928) 402-4373	<b>Civil Unit</b> (928) 402-1879 Open 8:00 am - 5:00 pm Monday through Friday	<b>Sex Offender Community Notification Information</b> <a href="http://www.sheriffalerts.com/az/gila">http://www.sheriffalerts.com/az/gila</a> (928) 425-4449
<b>Jail - Globe</b> Inmate Information (928) 402-8666		<b>Jail - Payson</b> Inmate Information (928) 468-2835

**ARF-7229**

**Regular Agenda Item 3. A.**

**Regular BOS Meeting**

Meeting Date: 04/19/2022

Submitted For: Roy Sandoval, School Superintendent

Submitted By: Cindy Fisher-Smith, Executive Assistant

Department: School Superintendent's Office

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Information

Request/Subject

Distribution of FY 2021-2022 Secure Rural Schools and Communities Funds (Forest Fees) – applying distribution of funds as in years past using the same percentage splits for Roads (2.15%), Schools (77.93%), and Gila County Education Service Agency (19.92%). At this time, the amount to be received is unknown.

Background Information

The Secure Rural Schools Act (SRS Act) was reauthorized by section 524 of P.L. 114-10 and signed into law by the President on April 16, 2015. Section 524 would retain the annual decrease in the full funding amount currently provided in section 3(11)(C) of the SRS Act, which provides that for FY 2012 and each fiscal year thereafter, the funding amount shall be 95% of the full funding amount for the preceding fiscal year. Secure Rural Schools and Communities funding is intended to provide assistance to rural counties negatively affected by unrealized revenues from publicly held lands. Funds generated by Title I of the SRS Acts have been used for schools and roads - to create employment opportunities, maintain current infrastructure, and improve the health of watersheds and ecosystems. Twenty percent of Gila County's total allocation goes to a regional Resource Advisory Committee for distribution. The remaining 80% of the Title I funding is allocated to the Board of Supervisors for distribution and use by Roads and School Districts.

Evaluation

In past years, the Board of Supervisors has authorized the distribution of Title I SRS Act funds for Gila County Roads and Schools, upon recommendation of the Gila County Superintendent of Schools and County Management: a stipulated amount to Roads, and the remainder to School Districts by a formula that provides a base amount for all districts and additional amounts based on forest acreage and student enrollment of each district.

### Conclusion

Gila County School Districts, County Management, and the County School Superintendent are in agreement in the proposed recommendation to the Gila County Board of Supervisors for the distribution of the Secure Rural Schools and Communities Funds (Forest Fees) for Federal Year 2022 funds to be received as part of the Secure Rural Schools Act for the FY 2021-2022 school year, using the same percentage splits for Roads (2.15%), Schools (77.93%), and Gila County Education Service Agency (19.92%). At this time, the amount to be received is unknown.

### Recommendation

The County School Superintendent and County Management recommend that the Board of Supervisors authorize the distribution of Secure Rural Schools and Communities Funds (Forest Fees); Federal Year 2021 funds to be received as part of the Secure Rural Schools Act for the FY 2020-2021 school year (as authorized through section 524 of P.L. 114-10), distributed to Roads (2.15%), Schools (77.93%), and Gila County Education Service Agency (19.92%). At this time, the amount to be received is unknown.

### Suggested Motion

Information/Discussion/Action to approve the distribution of Secure Rural Schools and Communities Funds (Forest Fees) of Gila County's share of the Federal Year 2021 Secure Rural Schools Act funds as authorized through section 24 of P.L. 114-10 for FY 2020-2021 using the same percentage splits as last year: Roads (2.15%), Schools (77.93%), and Gila County Education Service Agency (19.92%). **(Roy Sandoval/Nick Montague)**

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### Attachments

Forest Fee Percentage FY 2022

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## **GILA COUNTY Forest Fees Distribution FY22**

DISTRICT	ACREAGE %	ADM* Students	ADM %	BASE 11.00%	FOREST 29.00%	ADM 60.00%	Total FY21 % Distribution
Gila Regional	0.00%	6.574	0.09%	\$0.00	\$0.00	\$0.00	1.00%
Globe	8.00%	1438.689	20.63%	\$0.00	\$0.00	\$0.00	12.41%
Hayden-Winkelman	0.00%	270.8054	3.88%	\$0.00	\$0.00	\$0.00	2.77%
Miami	12.00%	1540.391	22.09%	\$0.00	\$0.00	\$0.00	13.99%
Payson	19.00%	2149.364	30.82%	\$0.00	\$0.00	\$0.00	19.66%
Pine-Strawberry	10.00%	129.1633	1.85%	\$0.00	\$0.00	\$0.00	4.08%
San Carlos	9.00%	1288.320	18.47%	\$0.00	\$0.00	\$0.00	11.62%
Tonto Basin	12.00%	105.1728	1.51%	\$0.00	\$0.00	\$0.00	4.37%
Young	0.3	45.3087	0.65%	\$0.00	\$0.00	\$0.00	8.04%
ESA							19.92%
Roads							2.15%
<b>TOTAL</b>	<b>100.00%</b>	<b>6973.788</b>	<b>100%</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>100%</b>

\*ADM Summary Report FY2021 - 2022

*McLone*  
3.29.2022

*[Signature]*  
3/29/22

**ARF-7216****Regular Agenda Item 3. B.****Regular BOS Meeting**

Meeting Date: 04/19/2022

Submitted For: Michael O'Driscoll, Director

Submitted By: Michael O'Driscoll, Director

Department: Health & Emergency Management Division: Health Services

Fiscal Year: 2021 Budgeted?: No

Contract Dates 4/19/2021 - 4/19/2026 Grant?: Yes

Begin & End:

Matching No Fund?: New

Requirement?:

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InformationRequest/Subject

Approval of an Intergovernmental Agreement (Contract No. CTR059342) with the Arizona Department of Health Services in the amount of \$37,500.

Background Information

Senate Bill 1847 medical marijuana; research; mental health (House Bill 2908) was introduced by Senator Barto in the 2021 Arizona Legislative period. This bill was passed by the Arizona Senate and House on June 24 and 28, 2021. Governor Ducey signed the bill into law on June 30, 2021. The law requires that after all costs incurred to implement, carry out and enforce this chapter and the rules adopted pursuant to this chapter are paid for the fiscal year 2021-2022, the Department of Health Services shall transfer from the medical marijuana fund \$5,000,000 to county health departments, in proportion to the population of each county, for the purposes of addressing important public health issues and communities affected by drug addiction and incarceration.

Gila County is to receive \$37,500 from this funding.

Evaluation

This funding in the amount of \$37,500 must be used to address important public health issues and communities affected by drug addiction and incarceration. In addition, the Gila County Health Division will be required to implement evidence-based programs to address public health issues related to substance use disorder, and other justice-involved issues related to drug addiction and substance misuse.

The Gila County Health Division will be partnering with Gila County Probation Office and Courts to determine the best and most effective way to expend these funds to address the deliverables in this Intergovernmental Agreement.

Conclusion



This funding will allow the Gila County Health Division, Gila County Probation Office, and Gila County Courts to begin the process of identifying drug addiction and incarceration issues in our communities and offer solutions to reduce drug misuse and decrease criminalization.

#### Recommendation

The Gila County Director of Public Health recommends approval of the Intergovernmental Agreement (Contract No. CTR059342) in the amount of \$37,500 to address important public health issues and communities affected by drug addiction and incarceration by partnering with the Gila County Probation Office and Courts.

#### Suggested Motion

Information/Discussion/Action to approve an Intergovernmental Agreement (Contract No. CTR059342) with the Arizona Department of Health Services in the amount of \$37,500 effective 5 years from signature to address important public health issues and communities affected by drug addiction and incarceration by working with the Gila County Probation Office and Courts. **(Michael O'Driscoll)**

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#### Attachments

Intergovernmental Agreement (CTR059342) - SB 1847

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# INTERGOVERNMENTAL AGREEMENT (IGA)

Contract No.: CTR059342

ARIZONA DEPARTMENT OF  
HEALTH SERVICES  
150 North 18<sup>th</sup> Avenue, Suite 530  
Phoenix, Arizona 85007

Project Title: Senate Bill 1847 Funding

Begin Date: Upon Signature

Geographic Service Area: Gila County

Termination Date: Five (5) Years From  
Signature

Arizona Department of Health Services has authority to contract for services specified herein in accordance with A.R.S. §§ 11-951, 11-952, 36-104 and 36-132. The Contractor represents that it has authority to contract for the performance of the services provided herein pursuant to:

<input checked="" type="checkbox"/>	<b>Counties:</b> A.R.S. §§ 11-201, 11-951, 11-952 and 36-182.
<input type="checkbox"/>	<b>Indian Tribes:</b> A.R.S. §§ 11-951, 11-952 and the rules and sovereign authority of the contracting Indian Nation.
<input type="checkbox"/>	<b>School Districts:</b> A.R.S. §§ 11-951, 11-952, and 15-342.
<input type="checkbox"/>	<b>City of Phoenix:</b> Chapter II, §§ 1 & 2, Charter, City of Phoenix.
<input type="checkbox"/>	<b>City of Tempe:</b> Chapter 1, Article 1, §§ 1.01 & 1.03, Charter, City of Tempe.

Amendments signed by each of the parties and attached hereto are hereby adopted by reference as a part of this Contract, from the effective date of the Amendment, as if fully set out herein.

<p>Arizona Transaction (Sales) Privilege:</p> <p>_____</p> <p>Federal Employer Identification No.:</p> <p>_____</p> <p>Tax License No.:</p> <p>_____</p> <p>Contractor Name: <b>Gila County Health Services</b></p> <p>Address: <b>5515 South Apache Ave, Suite 100 Globe, AZ 85501</b></p>	<p><b>FOR CLARIFICATION, CONTACT:</b></p> <p>Name: _____</p> <p>Phone: _____</p> <p>FAX No: _____</p> <p>E-mail: _____</p>
<p><b>CONTRACTOR SIGNATURE:</b></p> <p>The Contractor agrees to perform all the services set forth in the Agreement and Work Statement.</p> <p>Signature of Person Authorized to Sign _____ Date _____</p> <p>Print Name and Title _____</p>	<p><b>This Contract shall henceforth be referred to as Contract</b></p> <p><b>No. <u>CTR059342</u></b> The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this Contract until Contractor receives a fully executed copy of the Contract.</p> <p><b>State of Arizona</b></p> <p><b>Signed this _____ day of _____, 20__</b></p> <p>_____ <b>Procurement Officer</b></p>
<p><b>CONTRACTOR ATTORNEY SIGNATURE:</b></p> <p>Pursuant to A.R.S. § 11-952, the undersigned Contractor's Attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona.</p> <p>Signature of Person Authorized to Sign _____ Date _____</p> <p>Print Name and Title _____</p>	<p><b>Contract, No.: CTR059342</b>, is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those parties to the Agreement represented by the Attorney General.</p> <p><b>The Attorney General, BY:</b></p> <p>_____ <b>Signature</b> <b>Date</b></p> <p>Assistant Attorney General:</p>

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
CTR059342	

1. **Definition of Terms.** As used in this Contract, the terms listed below are defined as follows:
- 1.1 "Attachment" means any document attached to the Contract and incorporated into the Contract.
  - 1.2 "ADHS" means Arizona Department of Health Services.
  - 1.3 "Budget Term" means the period of time for which the contract budget has been created and during which funds should be expended.
  - 1.4 "Change Order" means a written order that is signed by a Procurement Officer and that directs the Contractor to make changes authorized by the Uniform Terms and Conditions of the Contract.
  - 1.5 "Contract" means the combination of the Uniform and Special Terms and Conditions, the Specifications and Statement or Scope of Work, Attachments, Referenced Documents, any Contract Amendments and any terms applied by law.
  - 1.6 "Contract Amendment" means a written document signed by the Procurement Officer and the Contractor that is issued for the purpose of making changes in the Contract.
  - 1.7 "Contractor" means any person who has a Contract with the Arizona Department of Health Services.
  - 1.8 "Cost Reimbursement" means a contract under which a contractor is reimbursed for costs, which are reasonable, allowable and allocable in accordance with the contract terms and approved by ADHS.
  - 1.9 "Days" means calendar days unless otherwise specified.
  - 1.10 "Fixed Price" establishes a set price per unit of service. The set price shall be based on costs, which are reasonable, allowable and allocable.
  - 1.11 "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
  - 1.12 "Materials" unless otherwise stated herein, means all property, including but not limited to equipment, supplies, printing, insurance and leases of property.
  - 1.13 "Procurement Officer" means the person duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
  - 1.14 "Purchase Order" means a written document that is signed by a Procurement Officer, that requests a vendor to deliver described goods or services at a specific price and that, on delivery and acceptance of the goods or services by ADHS, becomes an obligation of the State.
  - 1.15 "Services" means the furnishing of labor, time or effort by a Contractor or Subcontractor.
  - 1.16 "Subcontract" means any contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of this Contract.
  - 1.17 "State" means the State of Arizona and/or the ADHS. For purposes of this Contract, the term "State" shall not include the Contractor.

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
CTR059342	

**2. Contract Type.**

This Contract shall be:

  X   Fixed Price

**3. Contract Interpretation.**

- 3.1. Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona.
- 3.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 3.3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
  - 3.3.1. Terms and Conditions;
  - 3.3.2. Statement or Scope of Work;
  - 3.3.3. Attachments; and
  - 3.3.4. Referenced Documents.
- 3.4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 3.5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 3.6. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.
- 3.7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- 3.8. Headings. Headings are for organizational purposes only and shall not be interpreted as having legal significance or meaning.

**4. Contract Administration and Operation.**

- 4.1. Term. As indicated on the signature page of the Contract, the Contract shall be effective upon signatures from both parties and shall remain effective for one year from the effective date.
- 4.2. Contract Renewal. This Contract shall not bind, nor purport to bind, the State for any contractual commitment in excess of the original Contract period. The term of the Contract shall not exceed five years. However, if the original Contract period is for less than five years, the State shall have the right, at its sole option, to renew the Contract, so long as the original Contract period together with the renewal periods does not exceed five years. If the State exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the exception of price and Scope of Work, which may be renegotiated.



CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
CTR059342	

- 4.3. New Budget Term. If a budget term has been completed in a multi-term Contract, the parties may agree to change the amount and type of funding to accommodate new circumstances in the next budget term. Any increase or decrease in funding at the time of the new budget term shall coincide with a change in the Scope of Work or change in cost of services as approved by the Arizona Department of Health Services.
- 4.4. Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 4.5. Records and Audit. Under A.R.S. § 35-214 and A.R.S. § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State and where applicable the Federal Government at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 4.6. Financial Management. For all contracts, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for the ADHS funded programs shall be used by the Contractor in the management of Contract funds and by the State when performing a Contract audit. Funds collected by the Contractor in the form of fees, donations and/or charges for the delivery of these Contract services shall be accounted for in a separate fund.
- 4.6.1. Federal Funding. Contractors receiving federal funds under this Contract shall comply with the certified finance and compliance audit provision of the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200), if applicable. The federal financial assistance information shall be stated in a Change Order or Purchase Order.
- 4.6.2. State Funding. Contractors receiving state funds under this Contract shall comply with the certified compliance provisions of A.R.S. § 35-181.03.
- 4.7. Inspection and Testing. The Contractor agrees to permit access, at reasonable times, to its facilities.
- 4.8. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the signature page by the Contractor, unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to an ADHS Procurement Officer, unless otherwise stated in the Contract. An authorized ADHS Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice, and an amendment to the Contract shall not be necessary.
- 4.9. Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of an ADHS Procurement Officer.
- 4.10. Property of the State.
- 4.10.1. Equipment. Except as provided below or otherwise agreed to by the parties, the title to any and all equipment acquired through the expenditure of funds received from the State shall remain the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. When this Contract is terminated, the disposition of all such property shall be determined by the ADHS. For Fixed Price contracts, when the Contractor provides the services/materials required by the Contract, any and all equipment purchased by the Contractor remains the property of the Contractor. All purchases of equipment need to be reported to the ADHS Office of Inventory Control.
- 4.10.2. Title and Rights to Materials. As used in this section, the term "Materials" means all products created or produced by the Contractor under this Contract, including, but not limited to: written and electronic information, recordings, reports, research, research findings, conclusions, abstracts, results,

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software, data and any other intellectual property or deliverables created, prepared, or received by the Contractor in performance of this Contract. Contractor acknowledges that all Materials are the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. The Contractor is not entitled to a patent or copyright on these Materials and may not transfer a patent or copyright on them to any other person or entity. To the extent any copyright in any Materials may originally vest in the Contractor, the Contractor hereby irrevocably transfers to the ADHS, for and on behalf of the State, all copyright ownership. The ADHS shall have full, complete and exclusive rights to reproduce, duplicate, adapt, distribute, display, disclose, publish, release and otherwise use all Materials. The Contractor shall not use or release these Materials without the prior written consent of the ADHS. When this Contract is terminated, the disposition of all such Materials shall be determined by the ADHS. Further, the Contractor agrees to give recognition to the ADHS for its support of any program when releasing or publishing program Materials.

- 4.10.3. *Notwithstanding the above, if the Contractor is a State agency, the following shall apply instead:* It is the intention of ADHS and Contractor that all material and intellectual property developed under this Agreement be used and controlled in ways to produce the greatest benefit to the parties to this Contract and the citizens of the State of Arizona. As used in this paragraph, "Material" means all written and electronic information, recordings, reports, findings, research information, abstracts, results, software, data, discoveries, inventions, procedures and processes of services developed by the Contractor and any other materials created, prepared or received by the Contractor and subcontractors in performance of this Agreement. "Material" as used herein shall not include any pre-existing data, information, materials, discoveries, inventions or any form of intellectual property invented, created, developed or devised by Contractor (or its employees, subcontractors or agents) prior to the commencement of the services funded by this Agreement or that may result from Contractor's involvement in other service activities that are not funded by the Agreement.
- 4.10.4. Title and exclusive copyright to all Material shall vest in the State of Arizona, subject to any rights reserved on behalf of the federal government. As State agencies and instrumentalities, both ADHS and Contractor shall have full, complete, perpetual, irrevocable and non-transferable rights to reproduce, duplicate, adapt, make derivative works, distribute, display, disclose, publish and otherwise use any and all Material. The Contractor's right to use Material shall include the following rights: the right to use the Material in connection with its internal, non-profit research and educational activities, the right to present at academic or professional meetings or symposia and the right to publish in journals, theses, dissertations or otherwise of Contractor's own choosing. Contractor agrees to provide ADHS with a right of review prior to any publication or public presentation of the Material, and ADHS shall be entitled to request the removal of its confidential information or any other content the disclosure of which would be contrary to the best interest of the State of Arizona. Neither party shall release confidential information to the public without the prior expressly written permission of the other, unless required by the State public records statutes or other law, including a court order. Each party agrees to give recognition to the other party in all public presentations or publications of any Material, when releasing or publishing them.
- 4.10.5. In addition, ADHS and Contractor agree that any and all Material shall be made freely available to the public to the extent it is in the best interest of the State. However, if either party wants to license or assign an intellectual property interest in the material to a third-party for monetary compensation, ADHS and Contractor agree to convene to determine the relevant issues of title, copyright, patent and distribution of revenue. In the event of a controversy as to whether the Material is being used for monetary compensation or in a way that interferes with the best interest of the state or ADHS, then the Arizona Department of Administration shall make the final decision. Notwithstanding the above, "monetary compensation" does not include compensation paid to an individual creator for traditional publications in academia (the copyrights to which are Employee-Excluded Works under ABOR Intellectual Property Policy Section 6-908C.4.), an honorarium or other reimbursement of expenses for an academic or professional presentation, or an unprofitable distribution of Material.

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- 4.11. E-Verify Requirements In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.
- 4.12. Federal Immigration and Nationality Act The Contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the Contract. Further, the Contractor shall flow down this requirement to all subcontractors utilized during the term of the Contract. The State shall retain the right to perform random audits of Contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the Contract for default and suspension and/or debarment of the Contractor.

## 5. **Costs and Payments**

- 5.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate Contractor's Expenditure Report for payment from the State within thirty (30) days, as provided in the Accounting and Auditing Procedures Manual for the ADHS.
- 5.2. Recoupment of Contract Payments.
- 5.2.1. *Unearned Advanced Funds*. Any unearned State funds that have been advanced to the Contractor and remain in its possession at the end of each budget term, or at the time of termination of the Contract, shall be refunded to the ADHS within forty-five (45) days of the end of a budget term or of the time of termination.
- 5.2.2. *Contracted Services*. In a fixed price contract, if the number of services provided is less than the number of services for which the Contractor received compensation, funds to be returned to the ADHS shall be determined by the Contract price. Where the price is determined by cost per unit of service or material, the funds to be returned shall be determined by multiplying the unit of service cost by the number of services the Contractor did not provide during the Contract term. Where the price for a deliverable is fixed, but the deliverable has not been completed, the Contractor shall be paid a pro rata portion of the completed deliverable. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by Generally Accepted Accounting Procedures up to the date of contract termination.
- 5.2.3. *Refunds*. Within forty-five (45) days after the end of each budget term or of the time of termination of the Contract, the Contractor shall refund the greater of: i) the amount refundable in accordance with paragraph 4.2.1, Unearned Advanced Funds; or ii) the amount refundable in accordance with paragraph 5.2.2, Contracted Services.
- 5.2.4. *Unacceptable Expenditures*. The Contractor agrees to reimburse the ADHS for all Contract funds expended, which are determined by the ADHS not to have been disbursed by the Contractor in accordance with the terms of this Contract. The Contractor shall reimburse ADHS within 45 days of the determination of unacceptability.
- 5.3. Unit Costs/Rates or Fees. Unit costs/rates or fees shall be based on costs, which are determined by ADHS to be reasonable, allowable and allocable as outlined in the Accounting and Auditing Procedures Manual for the ADHS.

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5.4. Applicable Taxes.

5.4.1. *State and Local Transaction Privilege Taxes.* The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.

5.4.2. *Tax Indemnification.* The Contractor and all subcontractors shall pay all federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

5.4.3. *I.R.S. W9 Form.* In order to receive payment under any resulting Contract, the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona.

5.5. Availability of Funds for the Next Fiscal Year. Funds may not be presently available for performance under this Contract beyond the first year of the budget term or Contract term. The State may reduce payments or terminate this Contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated in the subsequent budget term. The State shall not be liable for any purchases or Subcontracts entered into by the Contractor in anticipation of such funding. The Procurement Officer shall have the discretion in determining the availability of funds.

5.6. Availability of Funds for the Current Contract Term. Should the State Legislature enter back into session and decrease the appropriations through line item or general fund reductions, or for any other reason these goods or services are not funded as determined by ADHS, the following actions may be taken by ADHS:

5.6.1. Accept a decrease in price offered by the Contractor;

5.6.2. Reduce the number of goods or units of service and reduce the payments accordingly;

5.6.3. Offer reductions in funding as an alternative to Contract termination; or

5.6.4. Cancel the Contract.

**6. Contract Changes**

6.1. Amendments, Purchase Orders and Change Orders. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment, Purchase Order and/or Change Order within the scope of the Contract, unless the change is administrative or otherwise permitted by the Special Terms and Conditions. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized State employee or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized Contract Amendments, Purchase Orders and/or Change Orders, shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

6.2. Subcontracts. The Contractor shall not enter into any subcontract under this Contract without the advance written approval of the Procurement Officer. The subcontract shall incorporate by reference all material and applicable terms and conditions of this Contract.

6.3. Assignments and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.



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## 7. Risk and Liability

- 7.1. Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received and accepted by authorized personnel at the location designated in the Purchase Order, Change Order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- 7.2. Mutual Indemnification. Each party (as "indemnitor") agrees to indemnify, defend and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims, which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.
- 7.3. Force Majeure.
- 7.3.1. *Liability and Definition*. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; acts of terrorism; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-interventions not caused by or resulting from the act or failure to act of the parties; failures or refusals to act by government authority not caused by or resulting from the act or failure to act of the parties; and other similar occurrences beyond the control of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence.
- 7.3.2. *Exclusions*. Force Majeure shall not include the following occurrences:
- 7.3.2.1. Late delivery of Materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
- 7.3.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- 7.3.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- 7.3.3. *Notice*. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day of the commencement thereof, and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
- 7.3.4. *Default*. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that, such delay or failure is caused by force majeure.
- 7.4. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor for or toward the fulfillment of this Contract.

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**8. Description of Materials** The following provisions shall apply to Materials only:

- 8.1. Liens. The Contractor agrees that the Materials supplied under this Contract are free of liens. In the event the Materials are not free of liens, Contractor shall pay to remove the lien and any associated damages or replace the Materials with Materials free of liens.
- 8.2. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor agrees that, for one year after acceptance by the State of the Materials, they shall be:
  - 8.2.1. Of a quality to pass without objection in the Contract description;
  - 8.2.2. Fit for the intended purposes for which the Materials are used;
  - 8.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
  - 8.2.4. Adequately contained, packaged and marked as the Contract may require; and
  - 8.2.5. Conform to the written promises or affirmations of fact made by the Contractor.
- 8.3. Inspection/Testing. Subparagraphs 8.1 through 8.2 of this paragraph are not affected by inspection or testing of or payment for the Materials by the State.
- 8.4. Compliance With Applicable Laws. The Materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.
- 8.5. Survival of Rights and Obligations After Contract Expiration and Termination.
  - 8.5.1. *Contractor's Representations*. All representations and warranties made by the Contractor under this Contract in paragraphs 7 and 8 shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12.510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.
  - 8.5.2. *Purchase Orders and Change Orders*. Unless otherwise directed in writing by the Procurement Officer, the Contractor shall fully perform and shall be obligated to comply with all Purchase Orders and Change Orders received by the Contractor prior to the expiration or termination hereof, including, without limitation, all Purchase Orders and Change Orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

**9. State's Contractual Remedies**

- 9.1. Right to Assurance. If the State, in good faith, has reason to believe that the Contractor does not intend to, or is unable to, perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract.
- 9.2. Stop Work Order.
  - 9.2.1. *Terms*. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for a period up to ninety (90) Days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to

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minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

9.2.2. *Cancellation or Expiration.* If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

9.3. *Non-exclusive Remedies.* The rights and remedies of ADHS under this Contract are not exclusive, and ADHS is entitled to all rights and remedies available to it, including those under the Arizona Uniform Commercial Code and Arizona common law.

9.4. *Right of Offset.* The State shall be entitled to offset against any sums due the Contractor in any Contract with the State or damages assessed by the State because of the Contractor's non-conforming performance or failure to perform this Contract. The right to offset may include, but is not limited to, a deduction from an unpaid balance and a collection against the bid and/or performance bonds. Any offset taken for damages assessed by the State shall represent a fair and reasonable amount for the actual damages and shall not be a penalty for non-performance.

## **10. Contract Termination**

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

10.2. *Gratuities.* The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement, securing the Contract or an Amendment to the Contract, or receiving favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

10.3. *Suspension or Debarment.* The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor or its subcontractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.

10.4. *Termination Without Cause.*

10.4.1. Both the State and the Contractor may terminate this Contract at any time with thirty (30) days' notice in writing specifying the termination date. Such notices shall be given by personal delivery or by certified mail, return receipt requested.

10.4.2. If the Contractor terminates this Contract, any monies prepaid by the State, for which no service or benefit was received by the State, shall be refunded to the State within 5 days of the termination notice. In addition, if the Contractor terminates the Contract, the Contractor shall indemnify the State for any sanctions imposed by the funding source as a result of the Contractor's failure to complete the Contract.

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10.4.3. If the State terminates this Contract pursuant to this Section, the State shall pay the Contractor the Contract price for all Services and Materials completed up to the date of termination. In a fixed price contract, the State shall pay the amount owed for the Services or Materials by multiplying the unit of service or item cost by the number of unpaid service units or items. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by GAAP up to the date of termination. Upon such termination, the Contractor shall deliver to the ADHS all deliverables completed. ADHS may require Contractor to negotiate the terms of any remaining deliverables still due.

10.5. Mutual Termination. This Contract may be terminated by mutual written agreement of the parties specifying the termination date and the terms for disposition of property and, as necessary, submission of required deliverables and payment therein.

10.6. Termination for Default. The State reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any material obligation, term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. In the event the ADHS terminates the Contract in whole or in part as provided in this paragraph, the ADHS may procure, upon such terms and in such manner as deemed appropriate, Services or Materials, similar to those terminated, and Contractor shall be liable to the ADHS for any excess costs incurred by the ADHS in obtaining such similar Services or Materials.

10.7. Continuation of Performance Through Termination. Upon receipt of the notice of termination and until the effective date of the notice of termination, the Contractor shall perform work consistent with the requirements of the Contract and, if applicable, in accordance with a written transition plan approved by the ADHS. If the Contract is terminated in part, the Contractor shall continue to perform the Contract to the extent not terminated. After receiving the notice of termination, the Contractor shall immediately notify all subcontractors, in writing, to stop work on the effective date of termination, and on the effective date of termination, the Contractor and subcontractors shall stop all work.

10.8. Disposition of Property. Upon termination of this Contract, all property of the State, as defined herein, shall be delivered to the ADHS upon demand.

## **11. Arbitration**

Pursuant to A.R.S. § 12-1518, disputes under this Contract shall be resolved through the use of arbitration when the case or lawsuit is subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12-133.

## **12. Communication**

12.1. Program Report. When reports are required by the Contract, the Contractor shall provide them in the format approved by ADHS.

12.2. Information and Coordination. The State will provide information to the Contractor pertaining to activities that affect the Contractor's delivery of services, and the Contractor shall be responsible for coordinating their activities with the State's in such a manner as not to conflict or unnecessarily duplicate the State's activities. As the work of the Contractor progresses, advice and information on matters covered by the Contract shall be made available by the Contractor to the State throughout the effective period of the Contract.

## **13. Client Grievances**

If applicable, the Contractor and its subcontractors shall use a procedure through which clients may present grievances about the operation of the program that result in the denial, suspension or reduction of services provided pursuant to this Contract and which is acceptable to and approved by the State.



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#### **14. Sovereign Immunity**

Pursuant to A.R.S. § 41-621(O), the obtaining of insurance by the State shall not be a waiver of any sovereign immunity defense in the event of suit.

#### **15. Administrative Changes**

The Procurement Officer, or authorized designee, reserves the right to correct any obvious clerical, typographical or grammatical errors, as well as errors in party contact information (collectively, "Administrative Changes"), prior to or after the final execution of a Contract or Contract Amendment. Administrative Changes subject to permissible corrections include: misspellings, grammar errors, incorrect addresses, incorrect Contract Amendment numbers, pagination and citation errors, mistakes in the labeling of the rate as either extended or unit, and calendar date errors that are illogical due to typographical error. The Procurement Office shall subsequently send to the Contractor notice of corrections to administrative errors in a written confirmation letter with a copy of the corrected Administrative Change attached.

#### **16. Survival of Terms After Termination or Cancellation of Contract**

All applicable Contract terms shall survive and apply after Contract termination or cancellation to the extent necessary for Contractor to complete and for the ADHS to receive and accept any final deliverables that are due after the date of the termination or cancellation.

#### **17. Health Insurance Portability and Accountability Act of 1996 (HIPAA)**

17.1. The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Contract so that both ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the Arizona Department of Administration-Arizona Strategic Enterprise Technology (ADOA-ASET) Office, the ADOA-ASET Arizona State Chief Information Security Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.

17.2. If requested by the ADHS Procurement Office, Contractor agrees to sign a "Pledge To Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the ADOA-ASET Arizona State Chief Information Security Officer and HIPAA Coordinator.

#### **18. Comments Welcome**

The ADHS Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: ADHS Procurement Administrator, Arizona Department of Health Services, 150 North 18<sup>th</sup> Avenue, Suite 280, Phoenix, Arizona 85007.

#### **19. Data Universal Numbering System (DUNS) Requirement**

For federal funding, pursuant to 2 CFR 25.100 et seq., no entity (defined as a Governmental organization, which is a State, local government, or Indian tribe; foreign public entity; domestic or foreign nonprofit organization; domestic or foreign for-profit organization; or Federal agency, but only as a subrecipient under an award or subaward to a

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non-Federal entity) may receive a subaward from ADHS unless the entity provides its Data Universal Numbering System (DUNS) Number to ADHS.

**20. The Federal Funding Accountability and Transparency Act (FFATA or Transparency Act - P.L.109-282, as amended by section 6202(a) of P.L. 110-252), found at <https://www.fsrc.gov/>**

If applicable, the subrecipient or sub-awardee is required to abide by the Federal Funding Accountability and Transparency Act (FFATA or Transparency Act – P.L. 109-282, as amended by section 6202(a) of P.L. 110-252), found at <https://www.fsrc.gov/>. The associated Grant Reporting Certification Form and completion instructions will be sent to the subrecipient from ADHS Program(s) responsible for the specific contract. The subrecipient or sub-awardee must return the completed form to ADHS Program(s) by the 15<sup>th</sup> of the month following that in which the award was received. Failure to complete a required Grant Reporting Certification Form may result in loss of funding.

**21. Technology Replacement**

In any event where product is discontinued, no longer available or technically inferior to newly developed product, the Contractor shall provide an equivalent replacement model at no additional cost and shall honor the original contract terms

**22. Authorization for Provision of Services**

Authorization for purchase of services under this Agreement shall be made only upon ADHS issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the Agreement number and the dollar amount of the funds authorized. The Contractor shall only be authorized to perform services up to the amount of the Purchase Order. ADHS shall not have any legal obligation to pay for services in excess of the amount indicated on the Purchase Order. No further obligation for payment shall exist on behalf of ADHS unless 2) the Purchase Order is changed or modified with an official ADHS Procurement Change Order, and/or an additional Purchase Order is issued for purchase of services under this Agreement.

<b>CONTRACT NUMBER</b>	<b>INTERGOVERNMENTAL AGREEMENT SCOPE OF WORK</b>
<b>CTR059342</b>	

## 1. Background

- 1.1. Prescription opioids and illegal opioids like counterfeit pills with fentanyl and heroin are addictive and can be deadly. More than five (5) people die every day from opioid overdoses in Arizona. National data shows an unprecedented twenty-nine percent (29%) increase in overdose deaths. Due to an alarming increase in opioid deaths in 2016, Governor Ducey declared a state of emergency on June 5, 2017, which set in motion substantial action to prevent opioid addiction and reduce opioid overdoses in Arizona. With completion of the emergency response deliverables, and the implementation of the Opioid Action Plan and the Arizona Opioid Epidemic Act, Governor Ducey officially called an end to the public health emergency on May 29, 2018. While the official emergency has ended, the fight to save lives and turn the tide on the opioid epidemic continues. The Arizona Department of Health Services (ADHS) continues to collaborate with stakeholders to reduce overdose deaths through strategies that include targeted naloxone distribution; medication assisted treatment to care; public awareness campaigns; support for the (Opioid Assistance and Referral) OAR Line; support for local overdose fatality review (OFR) programs; and, support for local community prevention programs.
- 1.2. Senate Bill 1847 medical marijuana; research; mental health (House Bill 2908) was introduced by Senator Barto in the 2021 Arizona Legislative period. This bill was passed by the Arizona Senate and House on June 24 and 28, 2021. Governor Ducey signed the bill into law on June 30, 2021. The law requires that after all costs incurred to implement, carry out and enforce this chapter and the rules adopted pursuant to this chapter are paid for fiscal year 2021-2022, the Department of Health Services shall transfer from the medical marijuana fund \$5,000,000 to County Health Departments, in proportion to the population of each county, for the purposes of addressing important public health issues and communities affected by drug addiction and incarceration.
- 1.3. This is a one-time funding opportunity for the County Health Departments and the funds are non-lapsing.

## 2. Objective

- 2.1. Senate Bill 1847 was passed on June 30, 2021. As a result of the passage of Senate Bill 1847, A. R. S. § 36-2817(E) Medical marijuana fund; private donations; use of monies mandates "After all costs incurred to implement, carry out and enforce this chapter and the rules adopted pursuant to this chapter are paid for fiscal year 2021-2022, the Department shall transfer from the medical marijuana fund the following sums for the following purposes":
- 2.2. Five million dollars (\$5,000,000) to county public health departments, in proportion to the population of each county, for the purposes of addressing important public health issues and communities affected by drug addiction and incarceration.

## 3. Tasks

The Contractor shall:

- 3.1. Use the funding amount of thirty-seven thousand five hundred dollars (\$37,500.00) to address important public health issues and communities affected by drug addiction and incarceration, and
- 3.2. Implement evidence-based programs to address public health issues related to substance use disorder, and other justice involved issues related to drug addiction and substance misuse.

## 4. Approvals

- 4.1. Prior to publishing or recording any marketing materials including, but not limited to, brochures, posters, public service announcements, publications, videos, or journal articles which will be developed and paid using funds awarded under this Contract, a draft of the marketing material must first be approved by ADHS. The ADHS Communications Director must approve prior to the dissemination of such materials or airing of such announcements.

## 5. Deliverables

<b>CONTRACT NUMBER</b>	<b>INTERGOVERNMENTAL AGREEMENT SCOPE OF WORK</b>
<b>CTR059342</b>	

The Contractor shall:

- 5.1. Prepare and submit quarterly Contractors Expenditures Reports (CERs) at the end of each quarter; and,
- 5.2. Submit quarterly reports to ADHS detailing quarterly progress on grant activities.

<b>DELIVERABLE TITLE</b>	<b>DUE DATE</b>
1 <sup>st</sup> Quarter Report Completion and CER	September 30 <sup>th</sup>
2 <sup>nd</sup> Quarter Report Completion and CER	December 31 <sup>st</sup>
3 <sup>rd</sup> Quarter Report Completion and CER	March 31 <sup>st</sup>
4 <sup>TH</sup> Quarter Report Completion and CER	June 30 <sup>th</sup>

## **6. Reference Documents**

- 6.1. Senate Bill 1847.

## **7. State Obligations**

ADHS will:

- 7.1. Host quarterly conference calls to provide updates and information on opioid prevention projects and activities and;
- 7.2. Schedule one-on-one meetings with contracted agencies to provide additional support for the implementation of grant related activities.

## **8. Notices, Correspondence, Reports, and Invoices/Contractor Expenditure Reports (CERs)**

- 8.1. Notices, correspondence, reports, and invoices/CERs from the Contractor to ADHS shall be sent to:

Arizona Department of Health Services  
Attn: Earl Harris, Injury and Substance Abuse Prevention Manager  
Office of Injury and Violence Prevention  
150 North 18<sup>th</sup> Avenue, Suite 310  
Phoenix, AZ 85007  
Tel: 602-364-3321  
Fax: 602-364-1444  
[earl.harris@azdhs.gov](mailto:earl.harris@azdhs.gov)

- 8.2. Notices, correspondence, and reports (and payments if sent to same address) from ADHS to the Contractor shall be sent to:

Deputy Director of Health  
Gila County Health Services  
5515 South Apache Ave, Suite 100  
Globe, AZ 85501  
Tel: 928-402-8811



<b>CONTRACT NUMBER</b>	<b>INTERGOVERNMENTAL AGREEMENT PRICE SHEET</b>
<b>CTR059342</b>	

### Price Sheet

SB1847 Funding  
July 01, 2021 – June 30, 2022

<b>Type of Unit</b>	<b>Rate per Unit</b>	<b>Unit of Measure</b>	<b># of Units</b>	<b>Total</b>
SB1847 Funding	\$9,375.00	Quarterly	4	\$37,500.00

**AUTHORIZATION FOR PROVISION OF SERVICES:** Authorization for purchase of services under this contract shall be made only upon ADHS issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the contract number and the dollar amount of funds authorized. The Contractor shall only be authorized to perform services up to the amount on the Purchase Order. ADHS shall not have any legal obligation to pay for services in excess of the amount indicated on the Purchase Order. No further obligation for payment shall exist on behalf of ADHS unless: a) the Purchase Order is changed or modified with an official ADHS Procurement Change Order, and/or b) an additional Purchase Order is issued for purchase of services under this contract.

**ARF-7223**

**Regular Agenda Item 3. C.**

**Regular BOS Meeting**

Meeting Date: 04/19/2022

Submitted For: Steve Sanders, Director

Submitted By: Betty Hurst, Contracts Administrator

Department: Public Works

Fiscal Year: 2022

Budgeted?: Yes

Contract Dates 04-19-22 to 06-30-22

Grant?: No

Begin & End:

Matching No

Fund?: Renewal

Requirement?:

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Information

Request/Subject

Contract Award in response to Informal Bid Request No. 030222- *Install Monitoring Well at Russell Gulch Landfill*

Background Information

During Public Works' quarterly well monitoring and sampling at the Russell Gulch Landfill, we found out that one of our monitor wells had gone dry.

Evaluation

To stay in compliance with the Solid Waste Division of the Arizona Department of Environmental Quality (ADEQ), the County needs to drill a new monitoring well in the same general location.

A scope of work and proposal was prepared. On March 16, 2023, Informal Bid Request No. 030222 was sent to twelve drilling companies. Additionally, the proposal was also posted on the Dodge Construction Network and the County's website.

Initially, the engineering construction estimate was to be below \$47,000, so the Department did not request to advertise the project.

Conclusion

Of the twelve bidders, ten of them responded saying they were declining to bid due to other commitments. One didn't respond at all. We did receive one bid from Excel Pump and Well Service.

### Recommendation

To stay in compliance with ADEQ and meet the testing schedule, it is the recommendation of the Public Works Department Director on behalf of the Recycling and Landfill Division to accept the bid from Excel Pump and Well Service.

### Suggested Motion

Information/Discussion/Action to award Contract No. 030222 to Excel Pump and Well Service in the amount of \$57,970 for the construction of the Russell Gulch monitoring well in response to Informal Bid Request No. 030222. **(Steve Sanders)**

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### Attachments

Invitation for Bids No. 030222 with Award Contract

Addendum 1

Addendum 2

Sole Source Justification for Monitor Well

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## GILA COUNTY



Steve Christianson, District I Supervisor  
Timothy Humphrey, District II Supervisor  
Woody Cline, District III Supervisor

James Menlove, County Manager  
Mary Springer, Finance Director

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### **INFORMAL BID REQUEST NO. 030222 INSTALL MONITORING WELL AT RUSSELL GULCH LANDFILL**

Notice is hereby given that Gila County is requesting bid proposals from qualified Contractors to Install Monitoring Well at Russell Gulch Landfill.

Informal bid requests for the material or services as specified will be received by Gila County Finance until the time and date cited. Any informal bid proposal received later than the date and time specified below will be returned unopened. Late proposals shall not be considered.

**BID SUBMITTAL DUE DATE:**

**11:00 AM, Tuesday March 29, 2022**

Please submit the **Contract Forms**, in duplicate, with original signatures on both sets, in a sealed envelope: The words **"Informal Bid Request"** with Bid Title **"INSTALL MONITORING WELL AT RUSSELL GULCH LANDFILL"**, Bid No. **"030222"**, date **"March 29, 2022"**, and time **"11:00 AM AZ Time"**, shall be written on the envelope. Faxed or emailed bid proposals will not be accepted.

Sealed Bid proposals may be mailed, or hand delivered to:

**DELIVERY ADDRESS:** GILA COUNTY FINANCE  
ATTN: BETTY HURST  
COPPER BUILDING  
1400 EAST ASH STREET  
GLOBE, ARIZONA 85501

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

Questions regarding the technical aspects of this request should be directed to Shannon Coons at (928)402-8521 or [scoons@gilacountyaz.gov](mailto:scoons@gilacountyaz.gov)

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**INSTALL MONITORING WELL AT RUSSELL GULCH LANDFILL**  
**Informal Bid Request 030222**

**General:**

Gila County is seeking the assistance of an Arizona Licensed well driller to install a groundwater monitoring well at the Russell Gulch Landfill (RGLF). The RGLF landfill is located in Section 27 of Township 1 North, Range 15 East, between Globe and Miami, Arizona, approximately 1.5 miles south of the intersection of State Route 60 and State Route 88 at the end of Russell Gulch Road as shown in **Figure 1**. The well (RG-P5) will be installed at a location near the landfill on Gila County property (**Figure 2**). It will replace a nearby well that has gone dry. **Attachment A** provides information from the ADWR imaged records data base on the well that will be replaced.

**SCOPE OF WORK**

**Mobilization/Demobilization** – The Contractor shall mobilize all equipment necessary to install the proposed monitoring well. Prior to mobilization, the Contractor shall file and obtain a Notice of Intent to Drill a Well from the Arizona Department of Water Resources. Following completion of the Scope of Work, the Contractor shall conduct cleanup of the site and demobilize.

**Well Drilling** – The Contractor shall utilize air rotary drilling techniques or approved alternative to drill a borehole that will accommodate a 4-inch diameter Schedule 80 well casing and screen to a depth of approximately 440 feet. During drilling, the Contractor shall collect chip samples every 10 feet for review and logging by the County's Consultant. The County's Consultant will determine the final depth of the well and well completion details. Any drilling fluids or lubricants shall be approved by the Consultant prior to use.

**Well Installation** – The Contractor shall install the well in accordance with ADWR regulations. **Figure 3** provides the anticipated well construction details which are subject to change by the Consultant based on observed subsurface conditions.

Initially the contractor shall set and grout a minimum 12" diameter steel casing to a depth of 20 feet. The well is anticipated to be approximately 440 feet deep with a screened interval from 375 – 435 feet below ground surface (bgs). The screen shall be threaded Schedule 80 PVC with 0.020-inch slotted flush mount screen. Blank threaded Schedule 80 PVC casing shall be placed above the screen to ground surface. A five-foot section of blank threaded Schedule 80 PVC casing shall be placed below the screen as a sump. The annular space of the screened interval will be backfilled with 10/20 silica sand from the well base to approximately 3 feet above the top of the screen followed by a 2-foot layer of #60 fine sand. Above the sand, the contractor shall place a 3-foot-thick bentonite pellet seal (hydrated). From this seal to a depth of 3 feet below the surface, the Contractor shall place a cement-bentonite grout mixture. The final 3 feet shall be backfilled with neat cement. All backfill materials shall be placed by tremmie methods. Stainless steel centralizers shall be placed every 60 feet starting at the top of the well screen to ground surface. No PVC solvents shall be used to connect casing joints.

The well surface completion shall consist of a 2 feet by 2 feet by 4 inches thick concrete pad or a 36 inch diameter by 4 inch thick circular pad. A 6- or 8-inch diameter lockable steel protective casing will be used to enclose the PVC monitoring well.

**Well Development** – The installed monitoring well shall be developed by initially bailing the sediment from inside the well until significant reduction of solids have been achieved as determined by the Consultant. At that time, the well shall then be developed by air lift methods until the produced water reaches a turbidity level acceptable to the Consultant.

**Waste Handling** – Soil cuttings shall be placed adjacent to the well head and will be removed by County forces. The County will allow the Contractor to dispose of waste products (i.e. cement and bentonite bags and buckets and left over well construction materials in the landfill at no cost to the Contractor. Development water shall be allowed to be discharged to ground surface, no containment is required.

**Water Supply** – The County shall supply any water required by the Contractor. The water source is located within 100 yards of the well site.

**See attached drawings:**

▸ **CLEAN UP**

After all work under the contract has been completed, the Contractor shall be responsible for the removal of all materials not incorporated in the work from the site of the work.

▸ **WARRANTY**

Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked, and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance, and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses, or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

› **QUALITY OF STANDARDS OF MATERIAL**

If desired by the County, items/services bid shall be subjected to testing, dissection or analysis by a recognized testing laboratory or consultant selected by the County to determine that the material(s)/service(s) submitted conforms to the specifications. The cost of testing, dissection or analysis shall be borne by the bidder.

› **TAXES**

The Contractor shall be responsible for payment of any and all applicable taxes due on contract income whether or not such taxes are specifically separated in the bid amount.

Bid proposals will be evaluated and recommended for award based on the total bid cost including tax.

**INSTRUCTION TO BIDDERS**

**Preparation of Bid**

The bidder shall submit his bid proposal on the forms furnished in the Informal Bid Document, **in duplicate**. Both copies of the entire Bid packet, as identified as "Contract Forms" on Page 9, shall have original signatures. The Contract included in this Bid packet, will serve as the Contract to be executed upon award. All blank spaces in the forms must be correctly filled in where indicated. The TOTAL AMOUNT bid shall be stated in both WORDS and NUMERALS (**page 10**). In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.

The bidder shall sign his bid proposal correctly and in ink. If the bid proposal is made by an individual, his name and mailing address must be shown. If made by a partnership, the name and mailing address of each member of the partnership must be shown. If made by a corporation, the person signing the bid proposal shall give the name of the state under which the laws of the corporation were chartered and the name, titles, and business address of the president, secretary, and the treasurer. Anyone signing a bid proposal as an agent shall file evidence of his authority to do so and that the signature is binding upon the firm or corporation.

**Delivery of Proposal**

Each bid proposal submitted shall be placed in a sealed envelope plainly marked with the project number, name of project, and name and business address of the bidder on the outside. When sent by mail, preferably registered, or courier, the sealed proposal, marked as indicated above, should be enclosed in an additional envelope. No proposal will be considered unless received at the place specified in the Informal Bid packet before the time specified. Bid proposals received after the specified time shall be returned to the bidder unopened.

**Withdrawal or Revision of Proposals**

A bidder may withdraw or revise (by withdrawal of one bid proposal and submission of another) a proposal provided that the bidder's request for withdrawal is received by the County in writing or by before the time specified for receipt of bids. Revised proposals must be received at the place specified in the Informal Bid packet before the time specified for receipt of bids.

**Disqualification of Bidders**

A bidder shall be considered disqualified for any of the following reasons:

- (a) Submitting more than one bid proposal from the same partnership, firm, or corporation under the same or different name.
- (b) Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the County until any such participating bidder has been reinstated by the County as a qualified bidder.
- (c) Failure to submit all the required official bid forms. All forms must contain original signatures.

**Protests**

Only other bidders submitting a bid proposal on this project have the right to protest. A protest of a proposed award or of an award must be filed within ten (10) days after the bid award by the Gila County Board of Supervisors and must be sent to the Board of Supervisors. A protest must be in writing and must include:

- (a) Name, address, and telephone number of the protester.
- (b) Signature of the protester or its representative, and evidence of authority to sign.
- (c) Identification of the contract and the solicitation or contract number.
- (d) Detailed statement of the legal and factual grounds of protest including copies of relevant documents.
- (e) The form of relief requested.

**Safety and Loss Control**

Each employee of the Contractor and Sub-Contractor shall read the County Safety & Loss Control Procedures book and sign an acknowledgement form.

**Registered / Licensed**

To be considered responsive, Contractors must be registered/licensed in the State of Arizona at the time of informal bid submittal. In accordance with Article 3, Regulation 32-1151 of the Arizona Registrar of Contractors Statutes and Rules, it is unlawful for any person, firm, partnership, corporation, association or other organization, or a combination of any of them, to engage in the business of, submit a bid or respond to a request for qualification/quotation or a request for proposals for construction services as, act or offer to act in the capacity of or purport to have the capacity of a contractor without having a contractor's license in good standing in the name of the person, firm, partnership, corporation, association or other organization at the time of bid submittal, if such licensing is a requirement of the Arizona Registrar of Contractors.

## **AWARD AND EXECUTION OF CONTRACT**

### **Consideration of Bid Proposals**

After the bid proposals are opened, they will be compared on the basis of the lump sum bid amount.

Until the award of a contract is made, the County reserves the right to reject any or all bid proposals; waive technicalities, if such waiver is in the best interest of the County and is in conformance with applicable state and local laws or regulations pertaining to the letting of construction contracts. All such actions shall promote the County's best interests.

### **Award of Contract**

The contract will be awarded to the responsible bidder whose bid conforms to the invitation and whose bid is the most advantageous to the County concerning price, conformity to the specifications and other factors.

### **Cancellation of Award**

The County reserves the right to cancel the award without liability to the bidder, at any time before a contract has been fully executed by all parties and is approved by the County.

### **Requirement of Contract Bonds**

At the time of the execution of the contract, the successful bidder shall furnish the County ~~surety bond or~~ bonds which have been fully executed by the bidder and his surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work. The bond or bonds shall be acceptable to the County. Unless otherwise specified, the bonds shall be in a sum equal to the full amount of the contract. All bonds shall conform to the requirements of A.R.S. §34-222 and §34-223.

### **Execution of Contract**

The successful bidder shall sign (execute) the necessary agreements for entering into the contract and return such signed contract to the County, along with the fully executed ~~surety bond or~~ bonds. The Contractor's Statement of Insurance and an original Certificate of Insurance shall be received by the County within 10 calendar days from the date mailed or otherwise delivered to the successful bidder. If the contract is mailed, special handling is recommended.

### **Failure to Execute Contract**

Failure of the successful bidder to execute the contract as specified in the informal bid documents and furnish acceptable surety bond or bonds within the 10-calendar-day period specified shall be just cause for cancellation of the award and forfeiture of the bid proposal guaranty, not as a penalty, but as liquidation of damages to the County.

### **Payment**

Gila County employs a "Net 30" payment term meaning that payment will be issued 30 days from the date Gila County receives the vendor's invoice. Except as otherwise provided in the Purchase Order, the price includes all applicable Federal, State, and local taxes.

If County receives a Preliminary Lien Notice from subcontractor or material supplier, the Contractor will provide Lien Waivers prior to Contractor receiving payment.



## **CONTRACT FORMS**

Contract Forms are by reference made a binding part of the Informal Bid Documents and Awarded Contract to the same extent as if set forth here in full.

- Bidding Schedule
- Qualification & Certification
- Reference List
- Affidavit of Non-Collusion
- Subcontractor Certification
- Contract
- Contract Performance Bond
- Labor and Materials Bond
- Contract Performance Warranty

**BID SCHEDULE FOR INSTALLATION OF  
MONITORING WELL RG-P5**

Unit prices shall include all labor and materials (including all applicable taxes and fees) necessary for a complete and secure final product unless otherwise noted on the Drawings or in these specifications. Quantities listed for bid schedule items may be either increased, decreased, or deleted at the unit prices shown.

**Base Bid Schedule**

No.	Work Item	Units	Unit Price	Quantity	Total Price
1	Mobilization and demobilization of equipment and materials, includes ADQR NOID application and fee	LS	\$ <u>3,000.00</u>	1	\$ <u>3,000.00</u>
2	Drill and install 20' of 10" nominal steel casing.	LF	\$ <u>160.00</u>	20	\$ <u>3,200.00</u>
3	Drill and install 4" diameter Schedule 80 PVC Flush Mount Well Casing (includes annular backfill).	LF	\$ <u>104.00</u>	380	\$ <u>39,520.00</u>
4	Drill and install 4" diameter Schedule 80 PVC Flush Mount Well Screen (includes annular backfill).	LF	\$ <u>160.00</u>	60	\$ <u>9,600.00</u>
5	Install Well Pad and Protective Casing.	LS	\$ <u>550.00</u>	1	\$ <u>550.00</u>
6	Well Development (bail and airlift)	HR	\$ <u>350</u>	6	\$ <u>2,100.00</u>

**Total Base Bid Price**

\$ 57,970.00

Bid Items 1 through 6 submitted

  
\_\_\_\_\_  
Signature

March 29, 2022  
Date

Signature \_\_\_\_\_ Date \_\_\_\_\_

Bid Items 1 through 6 submitted  
Total Base Bid Price \$ 1,100,000

No.	Work Item	Unit	Unit Price	Quantity	Total Price
1	Mobilization and demobilization of equipment and materials, includes ADR and WOD application and fee	LS	\$ 1,000,000	1	\$ 1,000,000
2	Drill and install 20" nominal well casing	LF	\$ 50,000	20	\$ 1,000,000
3	Drill and install 4" diameter Schedule 80 PVC Flush Mount Well (includes annular backfill)	LF	\$ 300,000	300	\$ 900,000
4	Drill and install 6" diameter Schedule 80 PVC Flush Mount Well (includes annular backfill)	LF	\$ 100,000	60	\$ 600,000
5	Install Well Pad and Protective Casing	LS	\$ 1,000,000	1	\$ 1,000,000
6	Well Development (soil and shift)	HR	\$ 100,000	6	\$ 600,000

Base Bid Schedule

Quantities listed for bid schedule items may be either increased, decreased, or deleted at the unit prices shown.  
Unit prices shall include all labor and materials (including all applicable taxes and fees) necessary for a complete and secure final product unless otherwise noted on the Drawings or in these specifications.

BID SCHEDULE FOR INSTALLATION OF  
MONITORING WELL RG-P2

**BIDDING SCHEDULE**

**INSTALL MONITORING WELL AT RUSSELL GULCH LANDFILL**

**Informal Bid Request 030222**

We agree to provide all work and material necessary to complete the project as shown on the plans and specifications for the following Contract Price:

VENDOR NAME: Excel Pump and Well Service LLC

TOTAL CONTRACT PRICE, for the sum of \$ 52,970.00

**WRITTEN TOTAL CONTRACT PRICE**

fifty seven thousand nine hundred seventy, Dollars  
and NO Cents.

The Bidder agrees that the Contract Price will be payment in full for all work described in the Contract Documents.

Any authorized increases or decreases to the work shall be authorized by Change Order. The Contract Price shall be increased or decreased by the amount of work or material increased or decreased at the Bid Price.

The total lump sum amount shall include all costs attendant to the informal bid such as any preparation charges and transportation and delivery charges fully prepaid by the Contractor to the destination specified in the Informal Bid. All taxes shall be included in price being proposed.

Note: If County receives a Preliminary Lien Notice from subcontractor or material supplier, the Contractor will provide Lien Waivers prior to Contractor receiving payment.

**GILA COUNTY**  
**QUALIFICATION AND CERTIFICATION FORM**

**Purpose**

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

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

**Informal Bid Request 030222**

The applicant submitting this Bid Proposal warrants the following:

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

David Ruiz  
8861 S. Six Shooter Cyn Rd  
Globe, Az. 85501 928-812-7520

2. Had Contractor (under its present or any previous name) ever failed to complete a contract?  
\_\_\_\_\_ Yes X No. If "Yes", give details, including the date, the contracting agency, and the reasons Contractor failed to perform, in the narrative part of this Contract.
3. Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? \_\_\_\_\_ Yes X No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractors disqualification, and whether this disqualification remains in effect, in the narrative part of this Contract.
4. Has a contracting agency ever terminated a contract with Contractor prior to contract expiration date (under your firm's present or any previous name)? \_\_\_\_\_ Yes X No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated, in the narrative part of this Contract.
5. Contractor Experience Modifier (e-mod) Rating for AZ: \_\_\_\_\_  
A method the National Council on Compensation Insurance (NCCI) uses to measure a business' computed loss ratio and determine a factor, which when multiplied by premium, can reward policyholders with lower losses. E-mod rate may be a determining factor in bid award.
6. Current Arizona Contractor License Number: ADWR #771, AZ ROC-222880

David Ruiz 249883  
Signature of Authorized Representative  
David Ruiz  
Printed Name  
Owner, Member  
Title



CLIA COUNTY  
QUALIFICATION AND CERTIFICATION FORM

Purpose:

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

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

Information Request 030325

The applicant submitting this Proposal warrants the following:

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

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

2. Has Contractor (under its present or any previous name) ever failed to complete a contract? Yes \_\_\_\_\_ No \_\_\_\_\_ If "Yes," give details, including the date, the contracting agency, and the reasons Contractor failed to perform in the narrative part of this Contract.

3. Has Contractor (under its present or any previous name) ever been debarred or prohibited from competing for a contract? Yes \_\_\_\_\_ No \_\_\_\_\_ If "Yes," give details, including the date, the contracting agency, the reasons for the Contractor's disqualification, and whether this disqualification remains in effect in the narrative part of this Contract.

4. Has Contractor (under its present or any previous name) ever failed to complete a contract prior to contract completion date? Yes \_\_\_\_\_ No \_\_\_\_\_ If "Yes," give details, including the date, the contracting agency, and the reasons Contractor was terminated in the narrative part of this Contract.

5. Contractor Experience Modifier (E-mod) Rating for AZ: \_\_\_\_\_  
A method for Rating Contractor Experience (MCEI) uses to measure a business' completed work ratio and determine a rating which when multiplied by standard can reveal performance with new losses. E-mod rate may be a determining factor in bid award.

6. Current Arizona Contractor License Number: \_\_\_\_\_

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

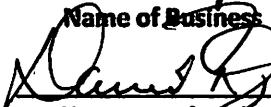
**GILA COUNTY  
REFERENCE LIST**

These references are required to enable the evaluation team to assess the qualifications of the Contractor under consideration for final award. The information may be a determining factor in award.

**References**

Please list a minimum of four (4) references for projects of similar size and scope, as this Invitation for Bids, during the past twelve (12) months, in or as close to Gila County as possible.

1. Company: Freeport McMoran Miami  
Contact: Frankie Dal Molin  
Phone: 928-701-3957  
Address: P.O. Box 1270 Claypool, Az. 85532
2. Company: Freeport McMoran Miami  
Contact: Michelle Montague  
Phone: 928-701-3992  
Address: P.O. Box 4444 Claypool, Az. 85532
3. Company: Freeport McMoran Miami  
Contact: Gary Holyoak  
Phone: 928-701-3769  
Address: P.O. Box 4444 Claypool, Az. 85532
4. Company: Carlota Copper Co.  
Contact: Dave Forsberg  
Phone: 928-719-6900  
Address: P.O. Box 1009 Miami, Az. 85539

Excel Pump and Well Service LLC  
Name of Business  
  
Signature of Authorized Representative  
Owner, Member  
Title

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

STATE OF ARIZONA                     )  
  )ss  
COUNTY OF:                         )

\_\_\_\_\_  
(Name of Individual)  
being first duly sworn, deposes and says:

That he/she is Owner, Member  
\_\_\_\_\_  
(Title)  
of Excel Pump and Well Service LLC and  
\_\_\_\_\_  
(Name of Business)

That he/she is bidding on Gila County Informal Bid Request 030222 AND INSTALL MONITORING WELL AT RUSSELL GULCH LANDFILL, Globe, AZ and,

That neither he/she nor anyone associated with the said \_\_\_\_\_  
Gila County Government  
\_\_\_\_\_  
(Name of Business)

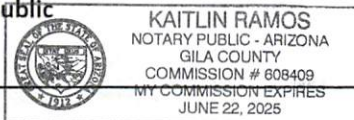
has, directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with the above-mentioned project.

Excel Pump and Well Service LLC  
Name of Business  
[Signature]  
By \_\_\_\_\_  
Member, Owner  
Title

Subscribed and sworn to before me this 29th day of March, 2022.

[Signature]  
\_\_\_\_\_  
Notary Public

My Commission expires: 06/22/2025



**GILA COUNTY  
CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING**

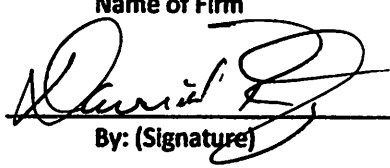
At the time of the submission of bids on **INFORMAL BID REQUEST 030222 INSTALL MONITORING WELL AT RUSSELL GULCH LANDFILL**, my intention concerning subcontracting a portion of the work is as indicated below.

In indicating that it is my intention to subcontract a portion of the work, this will acknowledge that such subcontractors will be identified and approved by the Engineer prior to award of the contract; and that documentation, such as copies of letters, requests for quotations, quotations, etc., substantiating the actions taken and the response to such actions is on file and available for review.

A list of any subcontractors (if applicable) to be used in performing the service must accompany the Bid. The list must include the subcontractors name, address, phone number and ROC number.

- ☐ It is my intention to subcontract a portion of the work.
- ☒ It is not my intention to subcontract a portion of the work.

Excel Pump and Well Service LLC  
Name of Firm

  
By: (Signature)

Member  
Title

**GILA COUNTY  
CONTRACT NO. 030222**

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between Gila County, a political subdivision of the State of Arizona, hereinafter designated the **County**, and \_\_\_\_\_ of the City of \_\_\_\_\_, State of \_\_\_\_\_, hereinafter designated the **Contractor**.

**THE CONTRACTOR** shall furnish any and all plant materials, labor, construction equipment, and services, required for performing all work for construction of Informal Bid No. 030222, INSTALL MONITORING WELL AT RUSSELL GULCH LANDFILL:

**DOCUMENTS:** The attached "Call for Informal Bids", "Scope of Work", "Proposal", "Bidding Schedule", "Qualification & Certification Form", "Reference List", "Affidavit of Non-Collusion", "Subcontractor Certification", "~~Surety Bond~~", "Contract Performance Warranty", and Plans thereto, if any, are by this reference made a part of this Contract to the same extent as if set forth herein in full.

**INDEMNIFICATION CLAUSE:** The Contractor agrees to indemnify and save harmless the County of Gila, its officers, agents and employees, and any jurisdiction or agency issuing permits for any work included in the project, their officers, agents and employees, hereinafter referred to as indemnitee, from all suits and claims, including attorney's fees and cost of litigation, actions, loss, damage, expense, cost or claims of any character or any nature arising out of the work done in fulfillment of the terms of this Contract or on account of any act, claim or amount arising or recovered under workers' compensation law or arising out of the failure of the Contractor to conform to any statutes, ordinances, regulation, law or court decree. It is agreed that the Contractor will be responsible for primary loss investigation, defense and judgment costs where this contract of indemnity applies. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

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

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

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



- A. **MINIMUM SCOPE AND LIMITS OF INSURANCE** - Contractor shall provide coverage with limits of liability not less than those stated below:
1. **Commercial General Liability – Occurrence Form**  
Policy shall include bodily injury, property damage, broad form contractual liability and XCU coverage.
 

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

    - a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor"**.
  2. **Automobile Liability**  
Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.  
Combined Single Limit (CSL) \$1,000,000
    - a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor"**.
  3. **Worker's Compensation and Employers' Liability**

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

    - a. Policy shall contain a **waiver of subrogation** against the County of Gila.
- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
  2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
  3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to Finance Department, Betty Hurst, 1400 E. Ash St., Globe, AZ, and shall be sent by certified mail, return receipt requested.

- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

All certificates required by this Contract shall be sent directly to Finance Department, Betty Hurst, 1400 E. Ash St., Globe, AZ. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

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

**CANCELLATION:** This agreement is subject to cancellation pursuant to A.R.S. §38-511.

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

**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, (subject to County approval if MWBE preferences apply) 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.

IN RETURN for the performance of the Contract by the Contractor, the County agrees to pay the amount of not more than \$ 57,970.00 including all applicable taxes through a payment schedule as described in the Contract documents and as may be modified and executed by authorized change orders.

Excel Pump and Well Service LLC  
Contracting Company Name

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

David Ruiz  
Print Name

GILA COUNTY:

\_\_\_\_\_  
James Menlove, County Manager

\_\_\_\_\_  
Date

**CONTRACT PERFORMANCE WARRANTY**


I, David Ruiz, representing  
Excel Pump & Well Service LLC (company name)

do hereby warranty the work performed for the:

**INSTALL MONITORING WELL AT RUSSELL GULCH LANDFILL-GLOBE, AZ**

for a period of two years from completion of said work.

Said work shall be free from defects which would cause the work not to perform in its intended manner.

  
(Officer, Partner, Owner)

3/29/2022  
Date

**BID NO. 030222 INSTALL MONITORING WELL AT RUSSELL GULCH LANDFILL**

**OWNER:**

**CONTRACTOR:**

**GILA COUNTY BOARD OF SUPERVISORS**

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

\_\_\_\_\_  
**Contractor Signature**

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

**ATTEST:**

\_\_\_\_\_  
**Witness (If Contractor is Individual)**

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

**APPROVED AS TO FORM:**

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





## **GILA COUNTY**

### **REQUEST FOR PROPOSALS (RFP) NO. 030222**

#### **INSTALL MONITORING WELL AT RUSSELL GULCH LANDFILL**

##### **ADDENDUM #1:**

**DATE: 03/21/2022**

##### **CLARIFICATIONS:**

Question: Please clarify the Bonding requirements for this project. We do not see where a Period of Performance is stipulated nor a daily dollar value for Liquidated Damages. Please clarify. Thank you.

Answer: Liquidated Damages were not included however, on page 7 paragraph 5 Requirement of Contract Bonds the Surety bond is lined out, however, the Performance, Labor and Materials bonds are still required for the amount of the contract.

The time frame was not addressed in the scope, but we are requesting that the well be completed by end of April.

The Contractor shall include a schedule for completion of well construction and development.





## **GILA COUNTY**

### **REQUEST FOR PROPOSALS (RFP) NO. 030222**

### **INSTALL MONITORING WELL AT RUSSELL GULCH LANDFILL**

#### **ADDENDUM #2:**

**DATE: 03/28/2022**

#### **CLARIFICATIONS:**

Question: Please clarify the diameter of the surface casing for the proposed monitoring well.

Answer: On page 3 of the specifications under Well installation, change the minimum 12" diameter steel casing to the minimum of 8" diameter steel casing. On the base bid schedule, line item 2, change the 10" diameter nominal steel casing to 8" nominal steel casing.

## Sole source justification for informal bid No. 030222 Monitor Well

The Russell Gulch Landfill is a Municipal Solid Waste (MSW) Landfill regulated by the Solid Waste Department of the Arizona Department of Environmental Quality (ADEQ). As a MSW landfill a Solid Waste Facility Operating Plan is required to be filed with ADEQ. The plan lays out specific requirements that must be followed by the facility to remain in compliance with ADEQ.

One requirement is quarterly groundwater monitoring at the landfill. Groundwater wells are drilled in strategic locations around the landfill to monitor for numerous contaminants. Quarterly monitoring and reporting are required by the operating plan.

During the first quarter monitoring of 2022 it was discovered one of our monitor wells had gone dry. To stay in compliance with ADEQ a new well needed to be drilled and online for testing by the end of the second quarter of 2022. ADEQ approved drilling companies were polled to determine the cost of a new well. Estimates ranged between \$45,000 and \$48,000.

Based on the estimates and the time to have the new well online it was decided to go out with an informal bid request. Bids were sent to numerous drillers and the bid was placed on the Dodge Report. We received four emails from bidders stating they were too busy and declined to bid. We received one bid in the amount of \$57,970. The bidder is responsible and qualified. To maintain compliance with ADEQ and follow our adopted Facility Operating Plan this bid needs to be accepted and approved to ensure we have a replacement monitor well in the same general location to sample by the end of June 2022.

**ARF-7220**

**Regular Agenda Item 3. D.**

**Regular BOS Meeting**

Meeting Date: 04/19/2022

Submitted For: Bradley Beauchamp, County Attorney

Submitted By: Athena Gooding, Legal Secretary, Lead

Department: County Attorney

Fiscal Year: 2022

Budgeted?: Yes

Contract Dates March 1, 2022 to

Grant?: Yes

Begin & End: January 31, 2023

Matching No

Fund?: New

Requirement?:

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Information

Request/Subject

FY22 Arizona Coronavirus Emergency Supplemental Funding Program Grant Application and Grant Agreement (ACJC Grant No. ACESF-22-003) with the Arizona Criminal Justice Commission (ACJC).

Background Information

On March 1, 2022, the Gila County Attorney's Office Victims Compensation program electronically submitted a grant application to the ACJC in the amount of \$19,638.71 in order to meet the technology needs for the Victim Compensation Program which will facilitate the ability to continue to serve victims during the pandemic without interruption in services. The grant application wasn't presented to the Board of Supervisors for authorization.

FY 2022 award in the amount of \$19,638.71 has no financial impact on Gila County and requires no matched funds from the County.

Evaluation

On March 15, 2022, the Gila County Attorney's Office received written notification from the Arizona Criminal Justice Commission that the grant application in the requested amount of \$19,638.71 which was submitted to the ACJC on March 1, 2022, by the Gila County Attorney's Office has been awarded in the amount of \$19,638.71.

The award of **\$19,638.71** will be used to meet the technology needs of the Victim Compensation Program which will facilitate the ability to

continue to serve victims during the pandemic without interruption in services.

### Conclusion

The County Attorney's Office needs to request the Board's ratification for approval to submit the grant application and approve FY22 Arizona Coronavirus Emergency Supplemental Funding Award (ACJC Grant Agreement No. ACESF-22-003).

The Gila County Attorney's Office has been awarded the FY22 Arizona Coronavirus Emergency Supplemental Funding Award- ACESF-22-003 by the Arizona Criminal Justice Commission in the amount of \$19,638.71 to provide technology needs for the Victim Compensation Program which will facilitate the ability to continue to serve victims during the pandemic without interruption in services. These funds are essential to carrying out these duties.

### Recommendation

It is recommended by the Gila County Attorney that the Board accept and approve the FY22 Arizona Coronavirus Emergency Supplemental Funding Award- ACESF-22-003 by the Arizona Criminal Justice Commission in the amount of \$19,638.71 to provide technology needs for the Victim Compensation Program which will facilitate the ability to continue to serve victims during the pandemic without interruption in services.

### Suggested Motion

Information/Discussion/Action to ratify the Board of Supervisors' approval to submit a Grant Application to the Arizona Criminal Justice Commission; and approve the FY22 Arizona Coronavirus Emergency Supplemental funding award (ACJC Grant Agreement No. ACESF-22-003) in the amount of \$19,638.71 to provide technology needs for the Victim Compensation Program for the period March 1, 2022, to January 31, 2023. **(Debra Blair)**

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### Attachments

Arizona Coronavirus Emergency Supplemental Funding Grant Agreement (ACJC Grant No. ACESF-22-003)

Arizona Coronavirus Emergency Supplemental Funding Grant Application

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# Arizona Criminal Justice Commission

March 15, 2022

Attn: Jefferson R. Dalton

Gila County Attorney's Office  
1400 E. Ash St.  
Globe, AZ 85501

RE: Arizona Coronavirus Emergency Supplemental Funding Award, ACESF-22-003

Dear Jefferson R. Dalton,

On behalf of the Arizona Criminal Justice Commission, it is my pleasure to inform you that your agency's application has been approved for funding under the FY22 Arizona Coronavirus Emergency Supplemental Funding Program.

Paragraphs six and seven of the enclosed agreement provide the amount of funding awarded to your agency and the specific items that have been funded. Below, please find additional information that will assist in the administration of your agency's grant award.

**Grant Agreement and Other Required Documents:** Please review the grantee agreement and accompanying instructions as revisions or new requirements may have been included. Please follow the directions outlined in the Grant Agreement instructions and instructions received in DocuSign to execute the contract in its entirety with electronic authorized signatures. Agreements not returned within 90 days of the award date with authorized signatures may be canceled. Additionally, please refer to the Special Conditions section of the grant agreement for a listing of other required documents, as applicable.

**Administrative and Financial Requirements:** In addition to applicable uniform administrative requirements and cost principles, award recipients are required to adhere to grant specific program requirements as defined in the grant agreement.

**Reporting:** Activity and financial reports are required for this grant and the reporting schedules are contained in the agreement. Financial Reporting can be accessed at: <https://grantsportal.azcjc.gov/>. Activity reporting can be accessed at: <https://acjcreporting.azcjc.gov/>.

**Office of Civil Rights Requirements:** This grant requires the annual Completion of Civil Rights Training. Grantees must contact the Grant Coordinator to obtain registration to access the training. If applicable, agencies awarded must complete an EEOC plan and submit it to the Office of Civil Rights, Office of Justice Programs. Link to helpful EEOP information: <https://ojp.gov/about/offices/ocr.htm>.

If you have any questions, please contact Siyeni Yitbarek at [siyitbarek@azcjc.gov](mailto:siyitbarek@azcjc.gov) or 602.364.1163. Our office looks forward to the continued partnership.

Sincerely,

Anthony Vidale, Deputy Director  
Drug, Gang and Violent Crime Control Program

*Chairperson*  
STEVE STAHL  
Law Enforcement Leader

*Vice-Chairperson*  
SHEILA POLK  
Yavapai County Attorney

ALLISTER ADEL  
Maricopa County Attorney

JEAN BISHOP  
Mohave County Supervisor

MARK BRNOVICH  
Attorney General

DAVID K. BYERS, Director  
Administrative Office of the Courts

LAURA CONOVER  
Pima County Attorney

JEFF GLOVER  
Tempe Chief of Police

MINA MENDEZ  
Board of Executive Clemency

CHRIS NANOS  
Pima County Sheriff

PAUL PENZONE  
Maricopa County Sheriff

KARA RILEY  
Oro Valley Chief of Police

DAVID SANDERS  
Pima County Chief Probation Officer

DAVID SHINN, Director  
Department of Corrections,  
Rehabilitation, and Reentry

HESTON SILBERT, Director  
Department of Public Safety

VACANT  
Former Judge

VACANT  
County Sheriff

VACANT  
Chief of Police

VACANT  
Mayor

*Executive Director*  
Andrew T. LeFevre

1110 West Washington, Suite 230  
Phoenix, Arizona 85007  
PHONE: (602) 364-1146  
FAX: (602) 364-1175  
[www.azcjc.gov](http://www.azcjc.gov)



**ARIZONA CRIMINAL JUSTICE COMMISSION  
ARIZONA CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING PROGRAM  
GRANT AGREEMENT**

**ACJC Grant Number ACESF-22-003  
Catalog of Federal Domestic Assistance (CFDA) Number 16.034**

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The following information is provided pursuant to 2 C.F.R. § 200.331(a)(1):

Grantee Name: Gila County Attorney's Office  
Grantee's DUNS Number: 074462102  
Federal Award Identification Number (FAIN): 2020-VD-BX-0309  
Federal Award Date: 05/01/2020  
Grantee Period of Performance Start and End Date: 03/01/2022 to 01/31/2023  
Name of Federal Awarding Agency: Department of Justice, Office of Justice Programs  
CFDA Number and Name: 16.034 – Coronavirus Emergency Supplemental Funding Program  
Amount of Federal Funds Obligated by this Agreement: \$19,638.71  
Total Amount of Federal Funds Obligated to the Grantee: \$19,638.71  
Total Amount of the Federal Award in this Agreement: \$19,638.71

**Federal Award Project Description:**

The Coronavirus Emergency Supplemental Funding (CESF) Program allows States, U.S. Territories, the District of Columbia, units of local government, and federally recognized tribal governments to support a broad range of activities to prevent, prepare for, and respond to the coronavirus. Funded projects or initiatives may include, but are not limited to, overtime, equipment (including law enforcement and medical personal protective equipment), hiring, supplies (such as gloves, masks, sanitizer), training, travel expenses (particularly related to the distribution of resources to the most impacted areas), and addressing the medical needs of inmates in state, local, and tribal prisons, jails, and detention centers.

Name of Pass-Through Entity: Arizona Criminal Justice Commission  
Contact Information for Pass-Through Entity: Arizona Criminal Justice Commission,  
1110 W. Washington Street, Suite 230, Phoenix, AZ 85007  
Identification of Whether the Award is Research and Development: No  
Indirect Cost Rate for the Federal Award: 0%

This Grant Agreement is made this 16th day of March 2022 by and between the ARIZONA CRIMINAL JUSTICE COMMISSION hereinafter called "COMMISSION" and GILA COUNTY, through GILA COUNTY ATTORNEY'S OFFICE hereinafter called "GRANTEE". The COMMISSION enters into this agreement pursuant to its authority under the provisions of A.R.S. § 41-2405 (B)(6), and having satisfied itself as to the qualification of GRANTEE;

NOW, THEREFORE, it is agreed between the parties as follows:

1. This agreement will commence on 03/01/2022 and terminate on 01/31/2023. This agreement expires at the end of the award period unless prior written approval for an extension has been obtained from the COMMISSION. A request for an extension must be received by the COMMISSION 60 calendar days prior to the end of the award period. The COMMISSION, in its sole discretion, may approve an extension that furthers the goals and objectives of the program and shall determine the length of any extension.
2. GRANTEE agrees that grant funds will be used in accordance with applicable program rules, guidelines, and special conditions.
3. The COMMISSION will monitor GRANTEE performance against program goals and performance standards and those outlined in the grant application. Substandard performance, as determined by the COMMISSION, will constitute non-compliance with this agreement. If the COMMISSION finds noncompliance, the GRANTEE will receive a written notice which identifies the area of non-compliance, and the appropriate corrective action to be taken. If the GRANTEE does not respond within thirty (30) calendar days to this notice and does not provide sufficient information concerning the steps which are being taken to correct the problem, the COMMISSION may suspend funding, permanently terminate this agreement, or revoke the grant.
4. Any deviation or failure to comply with the purpose or conditions of this agreement without prior written COMMISSION approval may constitute sufficient reason for the COMMISSION to terminate this agreement, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.
5. This agreement may be modified only by a written amendment signed by the Executive Director or by persons authorized by the Executive Director on behalf of the COMMISSION and GRANTEE. Any notice given pursuant to this agreement shall be in writing and shall be considered to have been given when actually received by the following addressee or their agents or employees:

I. If to the COMMISSION:

Arizona Criminal Justice Commission  
1110 W. Washington Street, Suite 230  
Phoenix, Arizona 85007  
Attn: Program Manager

## II. If to the GRANTEE:

Gila County Attorney's Office  
 1400 E. Ash St.  
 Globe, AZ 85501  
 Attn: **Civil Division, Jefferson R. Dalton**

6. For grant awards above \$100,000, GRANTEE may make budget adjustments of up to ten (10) percent of the total grant within any approved budget category excluding equipment. Written approval from the COMMISSION in advance is required if GRANTEE wishes to make adjustments or reprogram in excess of ten (10) percent or if GRANTEE wishes to purchase equipment not previously approved.

For grant awards less than \$100,000, the GRANTEE may make budget adjustments within approved categories excluding equipment as long as there are no changes to the purpose or scope of the project. If GRANTEE wishes to purchase equipment not previously approved, written approval from the COMMISSION in advance is required.

APPROVED LINE ITEM PROGRAM BUDGET	
Personnel:	NOT APPROVED
Salaries	NOT APPROVED
Fringe Benefits*	NOT APPROVED
Overtime (includes Fringe Benefits)	NOT APPROVED
Professional & Outside/Consultant & Contractual	NOT APPROVED
Services Travel In-State	NOT APPROVED
Travel Out-of-State	NOT APPROVED
Confidential Funds	
Operating Expenses:	NOT APPROVED
Supplies	\$19,638.71
Registration/Training	NOT APPROVED
Other	
Equipment	NOT APPROVED
Capital	NOT APPROVED
Noncapital	
TOTAL	\$19,638.71
<b>Positions Approved: NOT APPROVED</b> <b>Equipment: NOT APPROVED</b> <b>Supplies:</b> Latitude 7320 Detachable build your own, Latitude 7320 keyboard, Case for Latitude, Latitude 7520, Dell Pro Wireless Keyboard and mouse, Dell Thunderbolt dock	

\*Reference the ACJC Grant Management Manual for a definition of approved Fringe Benefit

7. The total to be paid by the COMMISSION under this agreement shall not exceed \$19,638.71 in federal funds awarded to the COMMISSION by the U.S. Department of Justice (USDOJ), Office of Justice Programs (OJP). If this grant has a matching requirement, GRANTEE understands that other federal grant funds cannot be used as a match for this grant.

8. Every payment obligation of the COMMISSION under this agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this agreement, this agreement may be terminated by the COMMISSION. No liability shall accrue to the COMMISSION in the event this provision is exercised, and the COMMISSION shall not be obligated or liable for any future payments or any damages as a result of termination under this paragraph.
9. GRANTEE agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, GRANTEE will promptly notify, in writing, the COMMISSION, and if so requested by the COMMISSION, seek a budget modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.
10. GRANTEE agrees to retain all books, account reports, files, and other records (paper or electronic) relating to this agreement and the performance of this agreement for no less than five (5) years from the last financial report submitted to the COMMISSION. All such documents shall be subject to inspection and audit at reasonable times, including such records of any subgrantee, contractor, or subcontractor. GRANTEE also understands and agrees that USDOJ and the United States General Accounting Office (USGAO) are authorized to interview any officer or employee of the GRANTEE (or of any subgrantee, contractor, or subcontractor) regarding transactions related to this award.
11. GRANTEE agrees that activities funded under this award will be closely coordinated with related activities supported with the Office of Justice Programs (OJP), State, local or tribal funds. Grant funds may only be used for the purposes in the GRANTEE's approved application. GRANTEE shall not undertake any work or activities not described in the grant application, including staff, equipment, or other goods or services without prior approval from the COMMISSION.
12. GRANTEE agrees to track, account for, and report on all funds (including specific outcomes and benefits) separately from all other funds for the same or similar purposes or programs.  
  
Accordingly, the accounting systems of GRANTEE and all subgrantees must ensure that funds from this award are not commingled with funds from any other source.
13. GRANTEE agrees to abide by Federal and State laws and provide accounting, auditing, and monitoring procedures to safeguard grant funds and keep such records to assure proper fiscal controls, management, and the efficient disbursement of grant funds.
14. For the purposes of this grant, a capital expenditure means expenditures to acquire capital assets, as defined in 2 C.F.R. 200.12, or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life, with a cost of \$5,000 or greater. If the GRANTEE's capitalization policy defines a capital expenditure as less than \$5,000, the GRANTEE will follow its policy.
15. GRANTEE agrees to maintain property records for equipment purchased with grant funds and perform a physical inventory and reconciliation with property records at least every two years or more frequently if required by the GRANTEE policy. GRANTEE agrees that funds will not be used for the construction of new facilities.

16. GRANTEE agrees to follow equipment disposition policies outlined in 2 C.F.R. 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards when the equipment is no longer needed for the grant program.  
**Link:** [https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)
17. GRANTEE agrees that all salaried personnel (including subgrantee personnel) whose activities are to be charged to the award will maintain timesheets or certifications to document hours worked for activities related to this award and non-award related activities. GRANTEE agrees to keep time and attendance sheets for hourly employees signed by the employee and supervisory official having firsthand knowledge of the work performed by the grant-funded employees.
18. GRANTEE agrees that it will submit financial and activity reports to the COMMISSION in a format provided by the COMMISSION, documenting the activities supported by these grant funds and providing an assessment of the impact of these activities which may include documentation of project milestones. In the event, reports are not received on or before the indicated date(s), funding may be suspended until delinquent report(s) are received.
19. These reports are to be submitted according to the following schedule(s):

#### ACTIVITY REPORTS

Report Period	Due Date
July 1st to September 30th	October 15th
October 1st to December 31st	January 15th
January 1st to March 31st	April 15th
April 1st to June 30th	July 15th

#### FINANCIAL REPORTS

Report Period	Due Date
July 1st to July 31st	August 25th
August 1st to August 31st	September 25th
September 1st to September 30th	October 25th
October 1st to October 31st	November 25th
November 1st to November 30th	December 25th
December 1st to December 31st	January 25th
January 1st to January 31st	February 25th
February 1st to February 28/29th	March 25th
March 1st to March 31st	April 25th
April 1st to April 30th	May 25th
May 1st to May 31st	June 25th
June 1st to June 30th	July 25th

Additional reporting requirements may be required for GRANTEES considered high risk.

20. If the recipient is designated "high risk" by a federal grant-making agency currently or at any time during the period of performance under this award, the GRANTEE must disclose that fact and certain related information to the COMMISSION by e-mail at [dcadmin@azcjc.gov](mailto:dcadmin@azcjc.gov). For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the GRANTEE'S past performance, or other programmatic or financial concerns with the GRANTEE. The GRANTEE'S disclosure must include the following: 1. The Federal awarding agency that currently designates the



GRANTEE high risk, 2. The date the GRANTEE was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and e-mail address), and 4. The reasons for the high-risk status as set out by the federal awarding agency.

21. GRANTEE understands that financial reports are required as an accounting of expenditures for either reimbursement or COMMISSION-approved advance payments. The primary method of payment shall be by reimbursement unless an alternative method is approved by the COMMISSION. Supporting documentation must be submitted with all reimbursement requests. Approved advance payments may require supporting documentation such as proof of order, invoices, or personnel expense certifications.
22. GRANTEE understands that a complete reimbursement request must include invoices and proof of payment for all expenditures. Sufficient documentation includes (a) copies of canceled warrants or Electronic Funds Transfer (EFT) documentation, (b) documentation from an official accounting system which includes payee, date, amount paid, and warrant, EFT or payment, (c) copies of invoices, and (d) payroll records for personnel expenditures, including overtime and Employee Related Expenditures (ERE). All expenses must be invoiced and received before the end of the performance period and included in the final reimbursement request. For equipment expenses, GRANTEE shall submit a copy of the packing/receiving slip showing the date the equipment was received. GRANTEE understands that credit or purchasing card statements are not an acceptable form of proof of payment.
23. The final request for reimbursement of grant funds must be received by the COMMISSION no later than 60 calendar days after the last day of the award period.
24. All goods and services must be received or have reasonable expectations thereof and placed in service by GRANTEE by the expiration of this award.
25. GRANTEE agrees that all encumbered funds must be expended and that goods and services must be paid by GRANTEE within 60 calendar days of the expiration of this award.
26. GRANTEE agrees to remit all unexpended grant funds to the COMMISSION within thirty (30) days of a written request from the COMMISSION.
27. If award funds are being transferred to GRANTEE in advance, the GRANTEE is required to establish an interest-bearing account dedicated specifically to this award. The GRANTEE must maintain advance payments of federal grants in interest-bearing accounts unless regulatory exclusions apply (2C.F.R. 200.305(b)(8)). The award funds, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Coronavirus Emergency Supplemental Funding (CESF) program. The GRANTEE also agrees to obligate the award funds in the account (including any interest earned) during the period of performance for the award and expend within 60 calendar days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to the COMMISSION at the time of close out.
28. GRANTEE agrees to account for interest earned on federal grant funds and shall manage interest income in accordance with the Cash Management Improvement Act of 1990 and as indicated in the Office of Justice Programs Financial Guide. Interest earned in excess of allowable limits must be remitted to the COMMISSION within 30 days after receipt of a written request from the COMMISSION.

**Link:** OJP Financial Guide [https://ojp.gov/financialguide/doj/pdfs/DOJ\\_FinancialGuide.pdf](https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf)

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29. GRANTEE agrees to obtain written COMMISSION approval for all sole source procurements in excess of \$250,000.
30. Consistent with the (DOJ) Part 200 Uniform Requirements - including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transaction[s] [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "placing unreasonable requirements on firms in order for them to qualify to do business" and taking "any arbitrary action in the procurement process") – no GRANTEE may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.
31. GRANTEE agrees to obtain written COMMISSION approval prior to the expenditure of grant funds for consultant fees in excess of \$650 per day.
32. GRANTEE agrees not to use federal grant funds to pay cash compensation (salary plus bonuses) to any employee paid by the grant at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES)
- at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds unless otherwise noted in the grant solicitation.)
33. GRANTEE agrees not to use grant funds for food or beverage unless explicitly approved in writing by the COMMISSION.
34. GRANTEE agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approvals, and reporting requirements, where applicable) governing the use of grant funds for expenses related to conferences, meetings, training, and other events, including the provision of food or beverages at such events, and costs of attendance at such events unless explicitly approved in writing by the COMMISSION. Information on pertinent laws, regulations, policies and guidance is available in the OJP Financial Guide Conference Cost Chapter.
35. The GRANTEE must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010 and other applicable laws.
36. The GRANTEE may not reduce state or local funds for an activity specifically because the award funds are available to fund that same activity. The award funds must be used to supplement existing state or local funds for program activities and may not replace state or local funds that have been appropriated or allocated for the same purpose. Additionally, the award funds may not replace state or local funding that is required by law. If a question of supplanting arises, the GRANTEE will be required to substantiate that the reduction in non

federal resources occurred for reasons other than the receipt or expected receipt of federal funds

37. GRANTEE assigns to the COMMISSION any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services applied by third parties to GRANTEE in exchange for grant funds provided under this agreement.
38. The parties agree to use arbitration in the event of disputes in accordance with the provisions of A.R.S. § 12-1501-12-1518. The laws of the State of Arizona apply to questions arising under this agreement, and any litigation regarding this agreement must be maintained in Arizona courts, except as pertaining to disputes which are subject to arbitration.
- I. In the event of a dispute, controversy, or claim arising out of or relating in any way to the agreement, the complaining party shall notify the other party in writing thereof. Within 30 calendar days of such notice, representatives of both parties shall meet at an agreed location to attempt to resolve the dispute in good faith. Should the dispute not be resolved within 30 calendar days after such notice, the complaining party shall seek remedies exclusively through arbitration, in accordance with the provisions of A.R.S. § 12-1501 through 12-1518.
  - II. The arbitration demand must be a clear and concise statement of the claim or dispute. The respondent's answer and any counterclaims must be filed within 20 calendar days of service of the demand.
  - III. The arbitration shall be conducted in Maricopa County.
  - IV. The arbitration shall be conducted by one arbitrator. If the parties are not able to agree upon the selection of an arbitrator, within 20 calendar days of the commencement of an arbitration proceeding by service of a demand for arbitration, the court on the application of a party shall appoint the arbitrator.
  - V. The arbitrator must promptly set a conference to clarify the claims and defenses, to establish fair procedures, and to set a schedule for completing the arbitration.
  - VI. It is the intent of the parties that, barring extraordinary circumstances, arbitration proceedings will be concluded with 120 calendar days from the date the arbitrator is appointed. The arbitrator may extend the time limit in the interests of justice. Failure to adhere to this time limit shall not constitute a basis for challenging the award.
  - VII. The arbitrator must issue a written, reasoned award within 20 calendar days from the date the hearing is formally closed, or as soon after that as is feasible. The sole remedy will be actual damages; no punitive damages are allowed.
  - VIII. Unless the arbitrator orders otherwise, the Parties must share arbitration costs equally, including arbitrator's fees and expenses. Each party must pay its expenses and attorney's fees.
39. GRANTEE understands that grant funds may not be released until all delinquent reports and reversion of funds from prior grants are submitted to the COMMISSION.
40. GRANTEE agrees that grant funds are not to be expended for any indirect costs that may be incurred by GRANTEE for administering these funds unless explicitly approved in writing by the COMMISSION. This may include, but is not limited to, costs for services such as accounting, payroll, data processing, purchasing, personnel, and building use, which may have been incurred by the GRANTEE.
41. Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses, (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising

out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If the GRANTEE is a State agency, board, commission, or university of the State of Arizona, this paragraph shall not apply.

42. Should GRANTEE utilize a contractor(s) and subcontractor(s) the indemnification clause between GRANTEE and its contractor(s) and subcontractor(s) shall include the following:

Contractor shall defend, indemnify, and hold harmless the GRANTEE and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation, and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. Additionally, on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State. Insurance requirements for any contractor used by GRANTEE are incorporated herein by this reference and attached to this Agreement as Exhibit "A."

43. Restrictions and certifications regarding nondisclosure agreements and related matters

No GRANTEE under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with the law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

- I. In accepting this award, the GRANTEE:

- a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described

above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

II. If the GRANTEE does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that:

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any

further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

44. GRANTEE agrees to notify the COMMISSION within ten (10) days if the project official is replaced during the award period.

45. No rights or interest in this agreement shall be assigned by GRANTEE without the prior written approval of the COMMISSION.

46. GRANTEE will comply with the audit requirements of 2 C.F.R. 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and provide the COMMISSION with the audit report and any findings within 90 days of receipt of such finding. If the report contains no findings, the GRANTEE must provide notification that the audit was completed.

**Link:** [https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)

47. GRANTEE certifies that it will comply with OMB Circulars A-102 and 2 CFR, Part 215 Uniform Administrative Requirements for Grants and Cooperative Agreements as codified in (1) 28 CFR, Part 66.32 or (2) 28 CFR, Part 70.34 and Cost Principles (1) 2 CFR, Part 225, (2) 2 CFR, Part 220 or (3) 2 CFR, Part 230, and the DOJ Grants Financial Guide.



48. The GRANTEE must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Should a question arise as to whether a particular use of federal funds by a GRANTEE would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2020. Link: <https://ojp.gov/funding/Explore/FY20AppropriationsRestrictions.htm>
49. If the GRANTEE currently has other active awards of federal funds, or if the GRANTEE receives any other award of federal funds during the period of performance for this award, the GRANTEE promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost times for which funds are provided under this award. If so, the recipient must promptly notify the COMMISSION in writing of the potential duplication, and, if so requested by the COMMISSION, must seek a budget-modification or change-of-project-scope grant adjustment notice to eliminate any inappropriate duplication of funding.
50. GRANTEE agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express written approval of the Office of Justice Programs through the COMMISSION.
51. GRANTEE understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil or criminal penalties.
52. GRANTEE agrees not to do business with any individual, agency, company, or corporation listed in the Excluded Parties Listing Service.  
**Link:** System for Award Management <https://www.sam.gov/SAM/>
53. GRANTEE agrees to ensure that, no later than the due date of the GRANTEE's first financial report after the award is made, GRANTEE and any subgrantees have a valid DUNS profile and active registration with the System for Award Management (SAM) database.
54. GRANTEE certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this agreement.
55. GRANTEE understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guide Principles for Grantees and Subgrantees.  
**Link:** OJP Training Guide Principles for Grantees and Subgrantees  
<https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>
56. GRANTEE agrees to cooperate and participate with all assessments, evaluation efforts, or information and data collection requests and acknowledges that the federal or state grantor agency has the right to obtain, reproduce, publish or use data provided under this award and may authorize others to receive and use such information.
57. GRANTEE shall provide the COMMISSION with a copy of all interim and final reports and proposed publications (including those prepared for conferences and other presentations) resulting from this agreement. Submission of such materials must be prior to or



simultaneous with their public release.

58. GRANTEE agrees that any publications (written, visual, or sound) excluding press releases and newsletters, whether published at the GRANTEE'S or COMMISSION'S expense, shall contain the following statement:

"This was supported by Award No. 2020-VD-BX-0309 awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice."

59. GRANTEE agrees to comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, 42 USC §3789d(c)(1); Title VI of the Civil Rights Act of 1964, 42 USC §2000d; Section 504 of the Rehabilitation Act of 1973, 29 USC § 794; Subtitle A, Title II of the Americans with Disabilities Act of 1990, 42 USC § 12132; Title IX of the Education Amendments of 1972, 20 USC § 1681; the Age Discrimination Act of 1975, 42 USC § 6102; the Department of Justice implementing regulations, 28 CFR pt. 42, subparts C, D, E, G, and I, 28 CFR pt. 35, and 28 CFR pt. 54; all applicable state laws of A.R.S. § 41-1463; and Executive Order 2009-9. The above-referenced federal laws prohibit discrimination based on race, color, religion, sex, disability, and national origin (including limited English proficiency) in the delivery of services and employment practices and prohibit discrimination based on age in the delivery of services. If in the three years before the date of the grant award a Federal or State Court or Federal or State administrative agency makes a finding of discrimination after a due process hearing against GRANTEE, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION.

Applicants must certify that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Street Act, the applicant is required to take reasonable steps to ensure that LEP persons have meaningful access to programs. Meaningful access may entail providing language assistance services, including oral and written translation, when necessary.

**Link:** Limited English Proficiency A Federal Interagency Website <http://www.LEP.gov>

60. GRANTEE agrees to comply with the applicable requirements of 28 CFR Part 38, the Department of Justice regulation governing "Equal Treatment for Faith-Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that the Department of Justice's financial assistance may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of Department of Justice financial assistance may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from GRANTEE must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs receiving financial assistance from the Department of Justice are not permitted to discriminate in the provision of services based on a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment.

**Link:**  
<https://ojp.gov/funding/Explore/SolicitationRequirements/CivilRightsRequirements.htm#NDP>  
**Fait h**

61. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The GRANTEE or subgrantee at any tier must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, GRANTEES, or individuals defined (for purposes of this condition) as "employees" of the recipient or any GRANTEE.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and GRANTEES related to trafficking in persons (including reporting requirements and OJP authority to terminate award)) and are incorporated by reference here.

62. GRANTEE should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. As of June 2013, OJP has issued an advisory that grantees should consult local counsel in reviewing their employment practices. If warranted, grantees should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plan (EEOP). See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at [http://www.ojp.gov/about/ocr/pdfs/UseofConviction\\_Advisory.pdf](http://www.ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf).
63. GRANTEE assures that it will comply with all state and federal laws regarding privacy during the award. All information relating to clients is to be treated with confidentiality in accordance with 42 USC section 3789g or 42 USC 14132(b)(3) that apply to the collection, disclosure, use, and revelation of data information. GRANTEE further agrees to submit a privacy Certificate that is in accordance with requirements of 28 CFR Part 22 if applicable to the program.
64. GRANTEE agrees to formulate and keep on file an EEOP (if GRANTEE is required pursuant to 28 CFR 42.302). GRANTEE certifies that they have forwarded to the Office for Civil Rights, Office of Justice Programs the EEOP, or certifications that they have prepared and have on file an EEOP, or that they are exempt from EEOP requirements. Failure to comply may result in the suspension of grant funds. Copies of all submissions, such as certifications to or correspondence with the Office for Civil Rights, Office of Justice Programs regarding this requirement, must be provided to the COMMISSION by GRANTEE. In the event a federal or state court or federal or state administrative agency makes an adverse finding of discrimination against GRANTEE after a due process hearing, on the ground of race, color, religion, national origin, or sex, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION.
65. GRANTEE agrees to participate in any required civil rights-related training to ensure compliance with all federal and state civil rights laws. GRANTEE will inform the COMMISSION of the position responsible for civil rights compliance and will notify the COMMISSION of change in personnel responsible for civil rights compliance within ten days.

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**Link:** <http://www.azcjc.gov/grants>

66. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees) GRANTEE must comply with and is subject to all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as a reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation pertaining to a federal grant.

GRANTEE also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712. Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

67. To support public safety and justice information sharing, GRANTEE, if a governmental subdivision, shall use the National Information Exchange Model (NIEM) specifications and guidelines for this grant. GRANTEE shall publish and make available without restrictions all schemas generated as a result of this grant to the component registry as specified in the guidelines.

**Link:** <https://www.niem.gov/>

68. In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at:

**Link:** [http://www.it.ojp.gov/gsp\\_grantcondition](http://www.it.ojp.gov/gsp_grantcondition).

Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

69. To avoid duplicating existing networks or IT systems in any initiatives for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless GRANTEE can demonstrate to the satisfaction of the COMMISSION that this requirement would not be cost-beneficial or would impair the functionality of an existing or proposed IT system.

70. If GRANTEE is a governmental political subdivision, the GRANTEE should, to the extent possible and practical, share criminal justice information with other authorized criminal justice agencies. The process control number (PCN) shall be used in accordance with A.R.S. § 41- 1750 when sharing data with other criminal justice agencies as electronic data systems are developed or improved.

71. If GRANTEE is a state agency and the award is for the development of information technology projects for more than \$25,000, GRANTEE must complete a Project Investment Justification (PIJ) and submit the justification to the Arizona Department of Administration (ADOA), with a copy to the COMMISSION. GRANTEE agrees to submit required project status reports to ADOA by the due dates and submit copies to the COMMISSION.

If GRANTEE is not a state agency and the award is for the development of information technology projects, GRANTEE will follow local technology policies and guidelines.

72. GRANTEE must promptly refer to the COMMISSION any credible evidence that a principal, employee, agent, contractor, subgrantee, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. The COMMISSION shall forward the referral to the Department of Justice, Office of the Inspector General.
73. The COMMISSION encourages GRANTEE to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers, including adopting and enforcing policies banning employees from text messaging while driving any vehicle while performing work funded by this grant. Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 2009).
74. GRANTEE certifies to comply with the Drug-Free Workplace Act of 1988, and implemented in 28 CFR Part 83, Subpart F, for grantees, as defined in 28 CFR, Part 83 Sections 83.620 and 83.650.
75. GRANTEE agrees to complete and keep on file, as appropriate, Immigration and Naturalization Form (I-9). This form is to be used by recipients to verify that persons are eligible to work in the United States. Additionally, GRANTEE ensures compliance with A.R.S. § 41-4401 by state employers and contractors.
76. GRANTEE acknowledges that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. GRANTEE warrants that they have registered with and participate with E-Verify. If the COMMISSION later determines that the GRANTEE has not complied with E-Verify, it will notify the non-compliant GRANTEE by certified mail of the determination and of the right to appeal the determination.
77. GRANTEE certifies that no federal funds will be paid, by or on behalf of, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and for the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. If any funds other than Federal funds are paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal award, grant loan, or cooperative agreement, the GRANTEE will complete and submit to the COMMISSION Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
78. GRANTEE understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation, or policy at any level of government, without the express prior written approval of the Commission.

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79. GRANTEE agrees that no funds provided, or personnel employed under this agreement shall be in any way, or to any extent, engaged in conduct of political activities in violation of USC Title 5, Part II, Chapter 15, section 1502.
80. GRANTEE understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.
81. GRANTEE understands and agrees that- (a) no award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading and exchanging or pornography, and (b) nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
82. GRANTEE agrees to comply with all federal, state, and local environmental laws and regulations applicable to the development and implementation of activities to be funded under this award. Additional requirements may be found in the Grant Agreement Continuation Sheet.
83. GRANTEE agrees that all gross income earned by the GRANTEE that is directly generated by a supported activity or earned as a result of this award during the period of performance shall be deemed program income. All program income must be accounted for and used for the purpose under the conditions applicable for the use of funds under this award, including the effective edition of the OJP Financial Guide and, as applicable in 2 C.F.R. 200.80 and 2 C.F.R. 200.307.
84. Unless the COMMISSION authorizes an extension, the GRANTEE must liquidate all obligations incurred under this award not later than 60 calendar days after the end of the performance period, as specified in the terms and conditions of this award.
85. The close-out of the grant will not occur (a) if litigation, including an appeal, is pending, (b) in the case of terminated grants where termination actions are pending, or (c) if allowable costs have not yet been paid to the recipients.
86. Upon close-out, the COMMISSION will make prompt payment to GRANTEE for allowable reimbursable costs covered under the award and included in the approved budget. GRANTEE must promptly refund the COMMISSION any unencumbered or unobligated funding advanced that is not authorized to be retained for use under the award. After close-out of the award, any subsequent invoices received by the GRANTEE shall be the responsibility of the GRANTEE, even if the funding was obligated before the award was closed-out.
87. The GRANTEE is obligated to refund to the COMMISSION (a) any overage paid to the GRANTEE by the COMMISSION after balancing award account, (b) any investment income or interest that was earned on an advance of award funds that are due to the COMMISSION, AND (c) any other monies that are due to the COMMISSION under the provisions of the grant award.
88. This agreement is subject to cancellation pursuant to the provision of A.R.S. § 38-511. This agreement may also be canceled at the COMMISSION'S discretion if not returned with authorized signatures to the COMMISSION within 90 days of commencement of the award.

89. If any provision of this agreement is held invalid, the remainder of the agreement shall not be affected thereby, and all other parts of this agreement shall be in full force and effect.
90. GRANTEE agrees to comply with all Special Condition(s) included with this agreement on the Grant Agreement Continuation Sheet.
91. GRANTEE understands that grant funds may not be released until GRANTEE is compliant with all requirements of the grant agreement.



**Arizona Criminal Justice Commission  
Arizona Coronavirus Emergency Supplemental Funding Program  
GRANT AGREEMENT CONTINUATION SHEET  
SPECIAL CONDITION(S)**

1. GRANTEE must verify the Agency Official, Financial Official, Project Official, and Authorized Official including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Request (GAR) must be submitted via the ACJC Grants Portal to document changes. In addition, the Agency Point of Contact for the grant record must assign the Financial Points of Contact and the Program Points of Contact in the Grants Portal prior to payments being made and update those contacts when necessary.
2. Quarterly activity reports must be submitted through the ACJC Reporting System: <https://acjcreporting.azcjc.gov/Account/Login?ReturnUrl=%2F> Financial reports must be submitted through the ACJC Grants Portal: <https://grantsportal.azcjc.gov/>. Failure to submit required activity reports or finance reports by established deadlines may result in the freezing of grant funds and future High-Risk designation.
3. Upon request, the GRANTEE must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the GRANTEE. Accordingly, the GRANTEE agrees first to determine if any of the following activities will be funded by the grant, before obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the GRANTEE agrees to contact the COMMISSION. The GRANTEE understands that this condition applies to new activities as set out below, whether or not they are funded explicitly with these award funds. That is, as long as the activity is being conducted by the GRANTEE, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are; (a) New construction; (b) Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places; (c) A renovation, lease, or any proposed use of a building or facility that will either (1) result in a change in its basic prior use or (2) significantly change its size; (d) Implementation of a new program involving the use of chemicals other than chemicals that are (1) purchased as an incidental component of a funded activity and (2) traditionally used, for example, in office, household, recreational, or education environments; and (e)  
Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories. The GRANTEE understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/ or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations. Application of This Condition to GRANTEE'S Existing Programs or Activities:  
For

any of the GRANTEE'S existing programs or activities that will be funded by these award funds, the GRANTEE, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

4. If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS, the national DNA database operated by the Federal Bureau of Investigation (FBI)) by a government DNA lab with access to CODIS. No profiles generated with award funds may be entered into any other non-governmental DNA database without prior express written approval from BJA. For more information, refer to the NIJ DNA Backlog Reduction Program, available at [www.nij.gov/topics/forensics/lab-operations/evidence-backlogs/Pages/backlog-reduction-program.aspx](http://www.nij.gov/topics/forensics/lab-operations/evidence-backlogs/Pages/backlog-reduction-program.aspx).
5. Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx>). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: <https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx>.
6. The GRANTEE must comply with all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIS"). The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIS), and are incorporated by reference here.

Authorized Official Initials: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have made and executed the agreement the day and year first above written.

**FOR GRANTEE:**

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Authorized Signatory

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Date

---

Printed Name

---

Title

---

Additional signature(s) if required by political subdivision

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Date

---

Printed Name

---

Title**ATTEST:**

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Clerk

---

Date

**Note:** If applicable, the Agreement must be approved by the appropriate county supervisory board or municipal council and appropriate local counsel (i.e., county or city attorney). Furthermore, if applicable, resolutions and meeting minutes must be forwarded to the Commission with the signed Agreement.

**Approved as to form and authority to enter into the agreement:**

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Legal counsel for GRANTEE

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Date

---

Printed Name

---

Title

**Statutory or other legal authority to enter into the agreement:**

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Appropriate A.R.S., ordinance, or charter reference

**FOR CRIMINAL JUSTICE COMMISSION:**

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Andrew T. LeFevre, Executive Director  
Arizona Criminal Justice Commission

---

Date



ARIZONA CRIMINAL JUSTICE COMMISSION  
GRANT AGREEMENT

**Insurance Requirements  
Exhibit "A"**

**Insurance Requirements for Governmental Parties to a Grant Agreement:**

None.

**Insurance Requirements for Any Contractors Used by a Party to the Grant Agreement:**

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

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

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

The policy shall include bodily injury, property damage, and broad form contractual liability.

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

- a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the contractor.

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

- b. The policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the contractor.

Exhibit "A" Page 2

**2. Business Automobile Liability**

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

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

- a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of, the contractor involving automobiles owned, hired and/or non-owned by the contractor.
- b. The policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the contractor.

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

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

Workers' Compensation Statutory

Employers' Liability

Each Accident \$1,000,000

Disease – Each Employee \$1,000,000

Disease – Policy Limit \$1,000,000

- a. The policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the contractor.
- b. This requirement shall not apply to each contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

### Additional Insurance Requirements:

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

The contractor's policies shall stipulate that the insurance afforded the contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees, or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

Insurance provided by the Contractor shall not limit the contractor's liability assumed under the indemnification provisions of this contract.

### Notice of Cancellation:

For each insurance policy required by the insurance provisions of this contract, the contractor must provide to the State of Arizona within two (2) business days of receipt, notice if a policy is suspended, voided, or canceled for any reason. Such notice shall be mailed, e-mailed, hand-delivered, or sent by facsimile transmission to (Enter Contracting Agency Representative's

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Name, Address, and Fax Number Here).

**Acceptability of Insurers:**

Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona, in no way warrants, that the above-required minimum insurer rating is sufficient to protect the contractor from potential insurer insolvency.

**Verification of Coverage:**

The contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) as required by this contract. An authorized representative of the insurer shall sign the certificates.

All certificates and endorsements, as required by this written agreement, are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this contract must be in effect at, or before, the commencement of work under this contract. Failure to maintain the insurance policies as required by this contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this contract at any time.

**Subcontractors:**

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or contractor shall be responsible for ensuring or verifying that all subcontractors have valid and collectible insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time, throughout the life of the contract, proof from the contractor that its subcontractors have the required coverage.

**Approval and Modifications:**

The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

**Exceptions:**

In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such a public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.





# ACJC Grant Application

## Project Information

Submit Date	4/1/2022 12:58:34 PM
Program	Arizona Coronavirus Emergency Supplemental Funding Program
Grant Period	FY 2022
Project Title	Gila County Attorney's Office Arizona Coronavirus Emergency Supplemental Funding Program
Purpose Area	Coronavirus Emergency Funding

## Agency Information

Type	Prosecutor/Attorney
Level	County
Agency Name	Gila County Attorney's Office
Department	Victim Services
UEI Number	074462102
SAM Registered?	No
Mailing Address	1400 East Ash Street Globe, Arizona 85501
Address	1400 East Ash Street-Guerrero Building Globe, Arizona 85501
Phone	(928)402-8836
Fax	(928)425-3720
Website URL	

## Agency Official Information

Name	Bradley D Beauchamp
Position	Gila County Attorney
Agency	Gila County Attorney's Office
Department	Gila County Attorney's Office
Address	1400 East Ash Street Globe, Arizona 85501
Phone	(928)402-8630 Ext.
Fax	(928)425-3720
Email	bbeauchamp@gilacountyaz.gov

Authorized Official Information

Name	Jessica Scibelli
Position	Civil Attorney
Agency	Gila County Attorney's Office
Department	Gila County Attorney's Office
Address	714 South Beeline Highway
	Payson, Arizona 85541
Phone	(928)474-7125 Ext.
Fax	(928)474-9066
Email	jscibelli@gilacountyaz.gov

Project Official Information

Name	Debra Blair
Position	Victim Witness Advocate
Agency	Gila County Attorney's Office
Department	Victim Services
Address	1400 Ash Street-Guerrero Building
	Globe, Arizona 85501
Phone	(928)402-8836 Ext.
Fax	(928)425-3720
Email	dblair@gilacountyaz.gov

Financial Official Information

Name	Debra Blair
Position	Victim Witness Advocate
Agency	Gila County Attorney's Office
Department	Victim Services
Address	1400 East Ash Street-Guerrero Building
	Globe, Arizona 85501
Phone	(928)402-8836 Ext.
Fax	(928)425-3720
Email	dblair@gilacountyaz.gov

#### Legal Official Information

Name	Jessica Scibelli
Position	Civil Attorney
Agency	Gila County Attorney's Office
Department	Gila County Attorney's Office
Address	714 South Beeline Highway
	Payson, Arizona 85541
Phone	(928)474-7125 Ext.
Fax	(928)474-9066
Email	jscibelli@gilacountyaz.gov

#### Civil Rights Official Information

Name	Richard Husk
Position	Human Resource Director
Agency	Gila County
Department	Human Resources
Address	1400 East Ash Street
	Globe, Arizona 85501
Phone	(928)402-4361 Ext.
Fax	
Email	rhusk@gilacountyaz.gov

#### Other Official Information

Name	Bradley D Beauchamp
Position	Gila County Attorney
Agency	Gila County Attorney's Office
Department	Gila County Attorney's Office
Address	1400 East Ash Street
	Globe, Arizona 85541
Phone	(928)402-8630 Ext.
Fax	(928)425-3720
Email	bbeauchamp@gilacountyaz.gov

## Project Budget

### Personal Services

Match	Position Title	Units	Rate	Subtotal Salary	ERE Amount	Total
		0.00	\$0.00	\$0.00	\$0.00	\$0.00
					Salary:	\$0.00
					ERE:	\$0.00
					Non-Match:	\$0.00
					Match:	\$0.00
					Total:	\$0.00

Enter Personal Services narrative below:

Enter Personal Services ERE narrative below:

### Overtime

Match	Position Title	Units	Rate	Subtotal Wages	ERE Amount	Total
		0.00	\$0.00	\$0.00	\$0.00	\$0.00
					Wage:	\$0.00
					ERE:	\$0.00
					Non-Match:	\$0.00
					Match:	\$0.00
					Total:	\$0.00

Enter Overtime narrative below:

Enter Overtime ERE narrative below:

### Contractual/Consultant Services

Match	Description	Type	Units	Rate	Subtotal	ERE Amount	Total
		Consultant	0.00	\$0.00	\$0.00	\$0.00	\$0.00
						Subtotal:	\$0.00
						ERE:	\$0.00
						Non-Match:	\$0.00
						Match:	\$0.00
						Total:	\$0.00

Enter narrative below:

Enter Contractual ERE narrative below:

### In-State Travel

Match	Expense Type	Units	Amount	Total
		0.00	\$0.00	\$0.00
			Non-Match:	\$0.00
			Match:	\$0.00
			Total:	\$0.00

Enter narrative below:

### Out-of-State Travel

Match	Expense Type	Units	Amount	Total
		0.00	\$0.00	\$0.00
			Non-Match:	\$0.00
			Match:	\$0.00
			Total:	\$0.00

Enter narrative below:

### Confidential Funds

Match	Expense Type	Amount	Total
		\$0.00	\$0.00
		Non-Match:	\$0.00
		Match:	\$0.00
		Total:	\$0.00

Enter narrative below:

### Registration/Training Expenses

Match	Expense Type	Quantity	Each	Total
		0.00	\$0.00	\$0.00
			Non-Match:	\$0.00
			Match:	\$0.00

Match	Expense Type	Quantity	Each	Total
			Total:	\$0.00

Enter narrative below:

### Capital Equipment

Match	Expense Type	Quantity	Each	Total
		0.00	\$0.00	\$0.00
			Non-Match:	\$0.00
			Match:	\$0.00
			Total:	\$0.00

### Non-Capital Equipment

Match	Expense Type	Quantity	Each	Total
		0.00	\$0.00	\$0.00
			Non-Match:	\$0.00
			Match:	\$0.00
			Total:	\$0.00

Enter narrative below:

### Supplies Purchases

Match	Expense Type	Quantity	Each	Total
	Technology-computers	1	\$19,638.71	\$19,638.71
			Non-Match:	\$19,638.71
			Match:	\$0.00
			Total:	\$19,638.71

Enter narrative below:

This for 5 computers, 5 cases, 1 computer, 1 wireless keyboard and mouse and 1 docking station.

### Other Operating Expenses

Match	Expense Type	Quantity	Each	Total
		0.00	\$0.00	\$0.00
			Non-Match:	\$0.00
			Match:	\$0.00
			Total:	\$0.00



Enter narrative below:

### Additional Expenses

Match	Expense Type	Amount	Total
		\$0.00	\$0.00
		Non-Match:	\$0.00
		Match:	\$0.00
		Total:	\$0.00

Enter narrative below:

Federal Award:	\$19,638.71
State Award:	\$0.00
Grand Total:	\$19,638.71
Requested Award:	\$19,638.71

## Financial Capacity

Will ACJC funds be used as matching funds for other grant program(s)?

No

If yes, please list the name(s) of the grant program and funding agency.

Provide the date of your last financial audit (A-133 or independent audit). Check "N/A" if your agency has yet to complete an audit.

06/30/2020

Did the audit result in a finding listed in the Schedule of Findings and Questioned Costs?

No

### Policies & Procedures

Does the organization maintain policies which include procedures for assuring compliance with the terms of the grant award?

Yes

Does the organization maintain written codes of conduct for employees?

Yes

Does the organization maintain written procurement policies and procedures?

Yes

### Accounting System

Is there a separate account maintained for grant funds?

Yes

How frequently does posting to the General Ledger occur?

Daily

Does the accounting system completely and accurately track the receipt and disbursements of funds by each grant or funding source?

Yes

Does the accounting system provide for the recording of actual costs compared to budgeted costs for each budget line item?

Yes

If yes, please provide an example.

Detailed General Ledger

### Internal Controls

What safeguards has the grantee instituted to ensure adequate internal controls are in place within the organization? Please describe.

See attached

Are time and effort distribution reports maintained for employees working fully or partially on grant programs and account for 100% of each employee's time?

Yes

Are employee time sheets supported by appropriately approved/signed documents?

Yes

Are duties of the bookkeeper/accountant segregated from the duties of cash receipt or cash disbursement?

Yes

Are checks signed by individuals whose duties exclude recording cash received, approving vouchers for payment, and the preparation of payroll?

Yes

Are all accounting entries and payments supported by source documentation?

Yes

Does the organization have adequate staff to comply with the terms of the grant agreement?

Yes

## Application Attachments

File Name
GilaCountyJune30_2020AnnualFinancialAndSingleAuditReports.pdf
BOS-FIN-102-Chart of Accounts.pdf

## Legal Statement

GRANTEE must verify the Agency Official, Financial Official, Project Official, and Authorized Official including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Request (GAR) must be submitted via the ACJC Grants Portal to document changes. In addition, the Agency Point of Contact for the grant record must assign the Financial Points of Contact and the Program Points of Contact in the Grants Portal prior to payments being made and update those contacts when necessary.

Upon request, the GRANTEE must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the GRANTEE. Accordingly, the GRANTEE agrees first to determine if any of the following activities will be funded by the grant, before obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the GRANTEE agrees to contact the COMMISSION. The GRANTEE understands that this condition applies to new activities as set out below, whether or not they are funded explicitly with these award funds. That is, as long as the activity is being conducted by the GRANTEE, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are; (a) New construction; (b) Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places; (c) A renovation, lease, or any proposed use of a building or facility that will either (1) result in a change in its basic prior use or (2) significantly change its size; (d) Implementation of a new program involving the use of chemicals other than chemicals that are (1) purchased as an incidental component of a funded activity and (2) traditionally used, for example, in office, household, recreational, or education environments; and (e) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories. The GRANTEE understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations. Application of This Condition to GRANTEE'S Existing Programs or Activities: For any of the GRANTEE'S existing programs or activities that will be funded by these award funds, the GRANTEE, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx>). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: <https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx>.

The GRANTEE must comply with all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIS"). The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIS") within SAM are posted on the OJP website at <https://ojp.gov/funding/FAPIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIS), and are incorporated by reference here.

The applicant certifies that it will comply with all applicable non-discrimination laws and regulations, and must submit this assurance with the online application as a condition of receiving federal funds (See 28 CFR 42.204).

Specifically, the statute that governs OJP funded programs or activities (Section 809 C), Omnibus Crime Control & Safe Streets Act of 1968, as amended 42 U.S.C. 3789d, (the OJP program statute), prohibits such discrimination, as follows:

No person in any State shall on the ground of race, color, religion, national origin, sex (or disability)\* be excluded from participation in, be denied the benefits of, or be subjected to discrimination under or denied employment in connection with any program or activity funded in whole or in part with funds made available under this title.

\*Section 504 of the Rehabilitation Act of 1973 prohibits identical discrimination on the basis of disability.

The Assistant Attorney General of OJP has delegated the enforcement of civil rights compliance of all OJP grantees to the Director, Office for Civil Rights (OCR). The director has civil rights enforcement responsibilities and determines through established policies and procedures whether any person is being excluded from participating in, denied the benefits of, subjected to discrimination under or denied employment in connection with the program or activity receiving OJP fund on these grounds. Where such discriminatory actions are found through compliance reviews or complaint processing the recipient agency may be determined to be in noncompliance for violation of the law and of its signed assurances. If attempts to secure voluntary compliance through negotiations are not successful, the sanction of suspension or termination of funding is required by statute. Some specific forms of discrimination that are prohibited are set out in the OJP program implementing regulation 28 CFR 42.203. For more information, consult the Office for Civil Rights (OCR) website at [www.ojp.usdoj.gov/ocr](http://www.ojp.usdoj.gov/ocr).

## Applicant Agreement

On behalf of the applicant agency, I certify to all of the following:

I have read and understand the conditions provided in the Special Conditions listed above;

All the information presented in this application is correct;

There has been appropriate coordination with affected agencies; and

The applicant agency will comply with the provisions of all applicable laws and conditions if awarded funds.

Signature Debra Blair

Position Victim Witness Advocate

Phone 928-402-8836

I Agree to Terms & Conditions Yes

**ARF-7256**

**Regular Agenda Item 3. E.**

**Regular BOS Meeting**

Meeting Date: 04/19/2022

Submitted For: Woody Cline, Board of Supervisors-District 3

Submitted By: Cathy Melvin, Executive Assistant

Department: Board of Supervisors-District 3

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Information

Request/Subject

Discussion regarding the Gila County Board of Supervisors entering into a Common Interest Agreement with the Arizona Game and Fish Commission (Commission) and the Arizona Sportsmen for Wildlife Conservation (AZSFWC) collectively as Joint Parties.

Background Information

On October 5, 2021, the Tonto National Forest (TNF) signed the Final Record of Decision for its Travel Management Plan (TMP), closing segments of the Cherry Creek Road (FR 203) and Aztec Peak Road (FR 487) to public travel due to alleged intrusions into the Sierra Ancha Wilderness as the wilderness is depicted in the 1965 map that the Forest Service provided to Congress under Section 3(a)(1) of the Wilderness Act.

Each of the joint parties in the Common Interest Agreement submitted comments with TNF opposing the closure of FR 203 and FR 487. The joint parties possess historical documents relevant to the historical use and maintenance of FR 203 and FR 487. The FR 203 provides the only motorized access to many historic, privately-owned, occupied homesteads entering the area from Hwy 288, a few miles from the Salt River Diversion and north at Board Tree Saddle. It is also a public roadway used for motorized travel by thousands of visitors seeking to explore the Sierra Ancha Wilderness and surrounding area, such as hunters, hikers, wildland firefighters, first responders, OHV enthusiasts, livestock grazing permittees and families who live in Young and surrounding communities.

According to the legal description and map submitted to Congress in 1965, several sections of FR 203 are well within the boundary of the Sierra Ancha Wilderness and there are no administrative use needs associated with this road. Without a legislated boundary adjustment, the TNF is legally required to decommission this road to comply with the Wilderness Act and can no longer provide any motorized use where it is



within the Wilderness Boundary. The access to the Aztec Peak FR 487 is critical to provide essential services that include routine maintenance of the repeater site. The repeater must be maintained for public safety and first responder purposes. Further, this would also include maintenance of the TNF look-out tower which is essential to our county constituents for early fire detection.

### Evaluation

It would be beneficial for the Gila County Board of Supervisors to enter into the Common Interest Agreement with the Arizona Game and Fish Commission, and the Arizona Sportsmen for Wildlife Conservation collectively as joint parties to address their common interests and to undertake factual investigation and legal research and pool their individual work product.

### Conclusion

It would be beneficial to the Board of Supervisors to enter into this Common Interest Agreement to exchange certain information, pool certain of its individual work product, and cooperate in certain legal claims with the Arizona Game and Fish Commission and Arizona Sportsmen for Wildlife Conservation.

### Recommendation

It is recommended that the Gila County Board of Supervisors enter into the Common Interest with Arizona Game and Fish Commission and the Arizona Sportsmen for Wildlife Conservation to collectively work together to address the closure of the FR 203 and FR 487 located in the Tonto National Forest.

### Suggested Motion

Information/Discussion/Action to enter into the Common Interest Agreement with Arizona Game and Fish Commission and the Arizona Sportsmen for Wildlife Conservation to address the closure of the FR 203 and FR 487 and authorize Jessica Scibelli with the Gila County Attorney's Office to sign the Common Interest Agreement on behalf of the Board of Supervisors. **(Woody Cline)**

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### Attachments

#### Common Interest Agreement

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## **COMMON INTEREST AGREEMENT**

This Common Interest Agreement (Agreement) is entered into by and among the undersigned attorneys for the Arizona Game and Fish Commission (Commission), the Gila County Board of Supervisors (Gila County), and the Arizona Sportsmen for Wildlife Conservation (AZSFWC), collectively the Joint Parties. Since the Commission is not a jural entity with a general power to sue and be sued under Arizona law, the Joint Parties recognize and acknowledge that the State of Arizona will become a party to this Agreement upon the Governor and the Attorney General authorizing the Commission to advocate the interests of the State in the Action described below.

WHEREAS, on October 5, 2021, the Tonto National Forest (TNF) signed the Final Record of Decision for its Travel Management Plan (TMP), closing segments of Cherry Creek Road (FR 203) and Aztec Peak Road (FR 487) to public travel due to alleged intrusions into the Sierra Ancha Wilderness as the wilderness is depicted in the 1965 map that the Forest Service provided to Congress under Section 3(a)(1) of the Wilderness Act; and

WHEREAS, the Joint Parties each filed comments with TNF opposing the closure of FR 203 and FR 487; and

WHEREAS, the Joint Parties possess historical documents relevant to the historical use and maintenance of FR 203 and FR 487 and legal claims they may have in challenging TNF's decision to close the roads; and

WHEREAS, the Joint Parties' attorneys wish to share these documents with one another as well as their theories for advancing their common legal claims challenging the closure of FR 203 and FR 487; and

WHEREAS, the Joint Parties wish to make clear that by working together they do not waive any attorney-client privilege relative to such documents or legal theories; and

WHEREAS, the Joint Parties acknowledge that they fall within the protection of the common interest rule with respect to issues of mutual and common interest in their representation of their clients in any forthcoming action challenging the TMP decision (the "Action"); and

WHEREAS, the Joint Parties intend to invoke the common interest rule doctrine as broadly as legally permissible with respect to any privileged materials shared pursuant to this Agreement, including, but not limited to, any attorney work product, attorney-client communications, and client-to-client communications made at the request and direction of counsel; and

WHEREAS, the Joint Parties have separately undertaken and anticipate undertaking factual investigation and legal research, and are of the opinion that it has been and in the future may be in each Party's best interest to exchange certain



information, pool certain of its individual work product, and cooperate in certain legal claims; and

WHEREAS, the Joint Parties recognize that some cooperation may have already been undertaken and will be undertaken in the future with the understanding that such cooperation will be protected by the attorney/client privilege and/or work product doctrine; and

WHEREAS, the Joint Parties intend that any such common interest cooperation shall not constitute or be construed as a waiver of any attorney/client privilege, work product protection, or other privilege or protection against discovery or disclosure;

NOW THEREFORE, the Joint Parties agree as follows:

1. Each of the undersigned counsel represents that he/she is fully authorized to enter into and execute this Agreement on his/her own behalf and on behalf of his/her respective client and acknowledge that this Agreement is effective prior to the initiation of the Action described above.

2. The Joint Parties and their respective counsel have a mutual interest in addressing certain issues that are common to each Party's individual representation in the Action and they hereby agree to exchange certain information and work product in order to facilitate the development of common issues in reliance upon the fact that this exchange will be protected by any applicable common interest privilege. The Joint Parties and their respective counsel agree that they are not obligated to exchange all information and work product that they obtain in connection with this Action. The Joint Parties and their respective counsel intend that protected communications and documents exchanged will remain as fully protected by the attorney/client privilege and work product protection as though the exchange had not occurred. The Joint Parties and their respective counsel represent and agree that, but for the expectation that the communications and documents will remain privileged, no exchange would take place.

3. The Joint Parties affirm that the cooperative effort undertaken by them in this Action, by virtue of its purpose, operation, and use, is attorney/client work product and will require the exchange of certain information, documents or materials subject to the attorney/client, work product, and/or other privileges or protections. Each Party agrees it will assert all such applicable privileges in opposition to any discovery requests propounded by any person or entity not a Party to this Agreement which seeks information that the Joint Parties have received or developed in their cooperative efforts in the Action.

4. "Common Interest Materials" include: (1) all information, communications, documents, and materials which are subject to a claim by a Party of attorney client privilege or work product privilege which that Party discloses to another Party of this Agreement regarding the Action, (2) all information, documents and materials obtained by or created on behalf of any Party at the request of other Joint



Parties in connection with the cooperative efforts in the Action, and (3) all information, documents, and materials directly or indirectly derived therefrom.

5. To ensure the protection of the mental impressions, conclusions, opinions, legal theories, and other work product of counsel, as well as privileged or confidential technical, business and financial information, each Party agrees that Common Interest Materials shall not be given, shown, made available, or communicated in any way to anyone other than (a) the Joint Parties to this Agreement and their counsel in the Action; (b) independent consultants and/or experts retained by a Party or by the Joint Parties working on such litigation; (c) paralegal, legal assistants, clerical, and other support staff of such counsel; and (d) employees and agents of the Joint Parties who are assisting counsel in this action and/or who perform necessary administrative or technical functions for the Joint Parties. If Gila County or the Commission receive a public records request, under A.R.S. § 39-121, *et seq.*, for a document relevant to Common Interest Materials or the Action, they shall comply with their obligations under the Public Records Law without disclosing attorney work product or the relevance of the document to the Joint Parties or the Action.

6. The foregoing groups of persons identified in clauses (a) - (d) of Paragraph 5 may be enlarged only upon the written consent of each Party to this Agreement. Each Party agrees to give notice to the extent practicable to all other Joint Parties if it receives a discovery request or subpoena in any action or proceeding which calls for the production of Common Interest Material or if it is required to produce Common Interest Material by court order. The purpose of such notice is to allow any Party to oppose such production or disclosure by timely and appropriate process.

7. Any Party making disclosure of Common Interest Materials to an independent consultant or expert shall ensure that no Common Interest Materials shall be given, shown, made available, or communicated in any way to any independent consultant or expert until such person shall have read a copy of this Agreement and agrees to be bound by it.

8. Each Party affirms that all Common Interest Materials have been or will be exchanged among the Joint Parties and counsel in confidence, and that all such Common Interest Materials are subject to the attorney/client, work product, and other privileges and protections, which privileges and protections may not be waived by any Party without the prior written consent of the Party or Joint Parties that produced such Common Interest Materials. The failure to mark or otherwise designate Common Interest Materials in exchange it between the Joint Parties shall not waive the status of Common Interest Material as privileged or work product.

9. Nothing in this Agreement is intended to or shall be deemed to restrict or limit (a) the producer of the Common Interest Material from any use or disclosure of that Common Interest Material (or information contained therein or derived therefrom), provided the producer of the Common Interest Material has not incorporated within such produced material any Common Interest Material produced by another Party; or (b) the



use or disclosure of any document or information which a Party shall have acquired outside the scope of this Agreement.

10. If a Party inadvertently discloses privileged material or a privileged document that it did not intend to provide under this Agreement, the disclosing Party shall notify the receiving Party immediately upon discovery of the inadvertent production and shall request the return or confirmed destruction of the privileged materials. Within three days of receiving such notice the receiving Party shall return or confirm the destruction of all inadvertently produced material, and the obligation to return or destroy shall further extend to any derivative work or materials.

11. Each Party agrees that Common Interest Materials received from any other Party pursuant to this Agreement shall be used only in connection with the Action, and shall not be used for any other purpose. The Joint Parties acknowledge that disclosure of any Common Interest Material in violation of this Agreement will cause irreparable harm for which there is no adequate legal remedy, and each Party agrees that immediate injunctive relief is an appropriate and necessary remedy for any violation or threatened breach of this Agreement.

12. The Joint Parties understand and agree that each Party's counsel only represents its own client; that the lawyers subject to this agreement do not represent each other's clients; and that the disclosure of any material subject to this Agreement shall not act as a waiver of a Party's attorney/client or work product privilege.

13. If the status of any Party changes such that it no longer shares a common interest with the other Joint Parties (for example, by entering into a settlement agreement regarding the Action) or otherwise elects to withdraw from this Agreement, that Party immediately will give all other Joint Parties written notice of its withdrawal from this Agreement. The withdrawing Party shall continue to be bound by the confidentiality provisions, duties, and obligations of this Agreement regarding all Common Interest Materials received by the Party prior to his/her notice of Withdrawal. Within 30 days of such notice, the withdrawing Party shall return all Common Interest Materials.

14. The obligations that each Party assumes herein are continuing in nature and do not terminate because of the disposition of the Action, by voluntary dismissal, judgment, or settlement. On the contrary, the provisions of this Agreement shall remain in full force and effect following the conclusion of this Action unless and until modified or withdrawn by the written consent of counsel for all Joint Parties.

15. The Joint Parties agree that, should one Party testify at trial or some other proceeding, the other Joint Parties' attorneys shall not be disqualified from cross-examining the testifying Party on the grounds that he or she is privy to attorney-client communications or for any other reason arising out of the existence of this Agreement, provided the cross-examining attorneys shall not examine in a manner so as to elicit testimony from the witness concerning common interest communications.

16. This Agreement does not create an agency or similar relationship between the Joint Parties. No Party to this agreement has the authority to waive any applicable privilege or doctrine on behalf of another Party.

17. Nothing in this Agreement affects the separate and independent representation of each Party by its respective counsel or creates an attorney-client relationship between a Party and counsel for another Party to this Agreement. Each Party will be free to pursue, or to not pursue, its claims individually or collectively based on the advice of its own counsel. No Party is obligated, by signing this Agreement, to participate in the forthcoming Action.

18. The Joint Parties waive any right to seek the disqualification of counsel of any Party based upon knowledge of communications, information, or work protected by this Agreement.

19. This Agreement may be signed in counterparts. A copy of the signature of the authorized representative of a Party joining in this Agreement shall have the same force and effect as an original signature.

20. The parties agree that there shall be no indemnity provided under this Agreement.

21. The requirements of A.R.S. § 38-511 apply to this Agreement. Any party may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement had a conflict of interest with respect to the subject matter of this Agreement.

22. To the extent required by A.R.S. § 12-1518, the parties to this Agreement agree to resolve all disputes arising out of or relating to this agreement through arbitration, after exhausting applicable administrative review.

23. The parties shall comply with Executive Order 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin, or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act.



Undersigned counsel, on behalf of the following Joint Parties, agree to be bound by the Agreement and have executed this Agreement on the dates indicated.

DATED this 15th day of April, 2022.

ARIZONA GAME AND FISH COMMISSION      GILA COUNTY BOARD OF SUPERVISORS



L. John LeSueur  
Assistant Attorney General  
2005 North Central Avenue  
Phoenix, Arizona 85004

Globe, AZ 85

*Attorney for Arizona Game and Fish Commission*

*Attorney for the Gila County Board of Supervisors*

Date: 4/15/2022

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

ARIZONA SPORTSMEN FOR  
WILDLIFE CONSERVATION

\_\_\_\_\_

Phoenix, Arizona 850

*Attorney for Arizona Sportsmen for  
Wildlife Conservation*

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



**ARF-7222**

**Consent Agenda Item 4. A.**

**Regular BOS Meeting**

Meeting Date: 04/19/2022

Submitted For: Marian Sheppard, Clerk of the Board

Submitted By: Melissa Henderson, Deputy Clerk

Department: Clerk of the Board of Supervisors

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Information

Request/Subject

Bandits Restaurant's Applications for Temporary Extensions of Premises/Patio Permit on Various Dates.

Background Information

Any establishment that has been issued a liquor license must submit an Application for Extension of Premises/Patio Permit to the local governing body of the city, town, or county where the establishment is located. The application can be submitted to temporarily or permanently extend the premises/patio where serving liquor is permitted by the Arizona Department of Liquor Licenses and Control (DLLC). The local governing body usually has established internal procedures for the review and approval of the application. The DLLC has final approval of all recommendations submitted by the local governing body.

Katie Lynn Parks of Bandits Restaurant, LLC submitted three applications to temporarily extend the premises/patio where liquor is permitted to be sold, as follows: May 7, 2022, through May 8, 2022; May 28, 2022, through May 29, 2022, and July 1, 2022, through July 3, 2022.

Evaluation

The applications have been reviewed by the Clerk of the Board and by the Building Official of the Community Development Department regarding the proposed extended area for liquor to be served. The applications clearly indicate that the extended area will be to include the patio/parking lot and the staff of Bandits Restaurant, LLC will be provided the required training.

Conclusion

These applications are ready to be presented to the Board of Supervisors for a decision. The Board's recommendations for approval or disapproval will then be sent to the DLLC for final decisions.

### Recommendation

It is recommended that the Board of Supervisors issue approval recommendations to the DLLC.

### Suggested Motion

Approval of three applications for an extension of premises/patio permit submitted by Katie Lynn Parks to temporarily extend the premises on various dates where liquor is permitted to be served at Bandits Restaurant located in Strawberry.

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### Attachments

Bandits-Application 5-7

Bandits-Application 5-28

Bandits-Application 7-1

Bandits-CommDev-Response

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

DLLC USE ONLY

CSR:

Log #:

APPLICATION FOR EXTENSION OF PREMISES/PATIO PERMIT

\*OBTAIN APPROVAL FROM LOCAL GOVERNING BOARD BEFORE SUBMITTING TO THE DEPARTMENT OF LIQUOR\*

\*\*Notice: Allow 30-45 days to process permanent change of premises\*\*

☐ Permanent change of area of service. A non-refundable \$50. Fee will apply. Specific purpose for change:

☒ Temporary change (No Fee) for date(s) of: 5/7/22 through 5/8/22, list specific purpose for change:

Out door Band

1. Licensee's Name: Parks Katie Lynn License #: 12043101  
Last First Middle  
2. Mailing address: 5079 N. Hwy 87 Strawberry AZ 85544  
Street City State Zip Code  
3. Business Name: Bandits Restaurant LLC  
4. Business Address: 5079 N. Hwy 87 Strawberry AZ 85544  
Street City State Zip Code  
5. Email Address: banditsrestaurantllc@gmail.com  
6. Business Phone Number: 9283634079 Contact Phone Number: 9282380155

7. Is extension of premises/patio complete?

☒ N/A ☐ Yes ☐ No If no, what is your estimated completion date? \_\_\_\_/\_\_\_\_/\_\_\_\_

8. Do you understand Arizona Liquor Laws and Regulations?

☒ Yes ☐ No

9. Does this extension bring your premises within 300 feet of a church or school?

☐ Yes ☒ No

10. Have you received approved Liquor Law Training?

☒ Yes ☐ No

11. What security precautions will be taken to prevent liquor violations in the extended area?

4 security guards & fencing

12. **IMPORTANT:** Attach the revised floor plan, clearly depicting your licensed premises along with the new extended area outlined in black marker or ink, if the extended area is not outlined and marked "extension" we cannot accept the application.

☐ Barrier Exemption: an exception to the requirement of barriers surrounding a patio/outdoor serving area may be requested. Barrier exemptions are granted based on public safety, pedestrian traffic, and other factors unique to a licensed premises. List specific reasons for exemption:

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

☐ Approval ☐ Disapproval by DLLC: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

I, (Print Full Name) Katie Lynn Parks hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.

Applicant Signature: Katie Lynn Parks

#### GOVERNING BOARD

After completion, and **BEFORE submitting to the Department of Liquor**, please take this application to your local Board of Supervisors, City Council or Designate for their recommendation. This recommendation is not binding on the Department of Liquor.

☐ Approval

☐ Disapproval

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Agency

\_\_\_\_\_  
Date

#### DLLC USE ONLY

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

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

Property line

Extension Area

KAMP

Restaurant

Patio

Property line



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

## DLLC USE ONLY

CSR:

Log #:

## APPLICATION FOR EXTENSION OF PREMISES/PATIO PERMIT

\*OBTAIN APPROVAL FROM LOCAL GOVERNING BOARD BEFORE SUBMITTING TO THE DEPARTMENT OF LIQUOR\*

\*\*Notice: Allow 30-45 days to process permanent change of premises\*\*

☐ Permanent change of area of service. A non-refundable \$50. Fee will apply. Specific purpose for change:

☒ Temporary change (No Fee) for date(s) of: 5/28/22 through 5/29/22. Specific purpose for change:

Out door Band

1. Licensee's Name: Parks, Katie Lynn License #: 12043101  
Last First Middle  
 2. Mailing address: 5079 N. Hwy 87 Strawberry AZ 85544  
Street City State Zip Code  
 3. Business Name: Bandits Restaurant LLC  
 4. Business Address: 5079 N. Hwy 87 Strawberry AZ 85544  
Street City State Zip Code  
 5. Email Address: banditsrestaurantllc@gmail.com  
 6. Business Phone Number: 9283634075 Contact Phone Number: 9282380155

7. Is extension of premises/patio complete?

☒ N/A ☐ Yes ☐ No If no, what is your estimated completion date? \_\_\_\_/\_\_\_\_/\_\_\_\_

8. Do you understand Arizona Liquor Laws and Regulations?

☒ Yes ☐ No

9. Does this extension bring your premises within 300 feet of a church or school?

☐ Yes ☒ No

10. Have you received approved Liquor Law Training?

☒ Yes ☐ No

11. What security precautions will be taken to prevent liquor violations in the extended area?

Security guards & Fencing

12. **IMPORTANT:** Attach the revised floor plan, clearly depicting your licensed premises along with the new extended area outlined in black marker or ink, if the extended area is not outlined and marked "extension" we cannot accept the application.



☐ Barrier Exemption: an exception to the requirement of barriers surrounding a patio/outdoor serving area may be requested. Barrier exemptions are granted based on public safety, pedestrian traffic, and other factors unique to a licensed premises. List specific reasons for exemption:

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

☐ Approval ☐ Disapproval by DLLC: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

I, (Print Full Name) Katie Lynn Parks hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.

Applicant Signature: Katie Lynn Parks

#### GOVERNING BOARD

After completion, and **BEFORE submitting to the Department of Liquor**, please take this application to your local Board of Supervisors, City Council or Designate for their recommendation. This recommendation is not binding on the Department of Liquor.

☐ Approval

☐ Disapproval

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Agency

\_\_\_\_\_  
Date

#### DLLC USE ONLY

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

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

Reverend

Ramp

Parlo

Extractions



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

## DLC USE ONLY

CSR:

Log #:

## APPLICATION FOR EXTENSION OF PREMISES/PATIO PERMIT

\*OBTAIN APPROVAL FROM LOCAL GOVERNING BOARD BEFORE SUBMITTING TO THE DEPARTMENT OF LIQUOR\*

\*\*Notice: Allow 30-45 days to process permanent change of premises\*\*

☐ Permanent change of area of service. A non-refundable \$50. Fee will apply. Specific purpose for change:

☒ Temporary change (No Fee) for date(s) of: 7/1/22 through 7/3/22 specific purpose for change:

Out door Band

1. Licensee's Name: Parks, Katie Lynn License #: 12043101  
Last First Middle  
 2. Mailing address: 5079 N Hwy 87 Strawberry AZ 85544  
Street City State Zip Code  
 3. Business Name: Bandits restaurant LLC  
 4. Business Address: 5079 N. Hwy 87 Strawberry AZ 85544  
Street City State Zip Code  
 5. Email Address: banditsrestaurantllc@gmail.com  
 6. Business Phone Number: 9283634055 Contact Phone Number: 9282380155

7. Is extension of premises/patio complete?

☒ N/A ☐ Yes ☐ No If no, what is your estimated completion date? \_\_\_\_/\_\_\_\_/\_\_\_\_

8. Do you understand Arizona Liquor Laws and Regulations?

☒ Yes ☐ No

9. Does this extension bring your premises within 300 feet of a church or school?

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

☐ Approval ☐ Disapproval by DLLC: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

I, (Print Full Name) Katie Lynn Parks, hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.

Applicant Signature: Katie Lynn Parks

#### GOVERNING BOARD

After completion, and **BEFORE submitting to the Department of Liquor**, please take this application to your local Board of Supervisors, City Council or Designate for their recommendation. This recommendation is not binding on the Department of Liquor.

☐ Approval

☐ Disapproval

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Agency

\_\_\_\_\_  
Date

#### DLLC USE ONLY

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

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

Robert Road

Krup

Latto

Extension Area



## INTEROFFICE MEMORANDUM

**DATE:** March 29, 2022  
**TO:** Randy Pluimer, Community Development Division  
**FROM:** Marian Sheppard, Clerk of the Board of Supervisors  
**SUBJECT:** APPLICATION FOR EXTENSION OF PREMISES/PATIO PERMIT

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Please be advised that an application for an extension of premises/patio permit has been submitted to Gila County by Katie Lynn Parks to temporarily extend the liquor license service area from May 7, 2022, to May 8, 2022, May 28, 2022, to May 29, 2022, and July 1, 2022, to July 3, 2022, at the Bandits Restaurant located in Strawberry, Arizona.

A.R.S. §4-207.01 (B) states, "No licensee shall alter or change the physical arrangement of his licensed premises so as to encompass greater space or the use of different or additional entrances, openings or accommodations than the space, entrance or entrances, openings or accommodations offered to the public at the time of issuance of the licensee's license or a prior written approval of the licensed premises, without first having filed with the director floor plans and diagrams completely disclosing and designating the proposed physical alterations of the licensed premises, including the addition of a drive-through or other physical feature to the licensed premises that allows a customer to purchase spirituous liquor without leaving the customer's vehicle, and shall have secured the written approval by the director. This subsection shall apply to any person to person transfer of the licensed premises. Until January 1, 2015, the director may charge a fee for review of floor plans and diagrams submitted by a licensee pursuant to this section."

I have attached a copy of the application which includes a floor plan of the licensed premises and requested extended areas. Please indicate (below) if this request meets with your approval and return this memorandum to me. Thank you.

PLEASE CIRCLE YOUR APPROVAL OR DISAPPROVAL, SIGN, AND DATE.

\*\*\*\*\*

THIS ESTABLISHMENT DOES / DOES NOT (circle one) MEET THE BUILDING CODE REQUIREMENTS FOR A TEMPORARY OR PERMANENT EXTENSION OF PREMISES/PATIO PERMIT.

Community Development Division:

Randy Pluimer, Department Director

Date:

4/13/2022



**ARF-7252**

**Consent Agenda Item 4. B.**

**Regular BOS Meeting**

Meeting Date: 04/19/2022

Submitted By: Melissa Henderson, Deputy Clerk

Department: Clerk of the Board of Supervisors

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Information

Request/Subject

Mitchell Swaback Charities, Inc. DBA Harvest Compassion Center -  
Special Event Liquor License Application

Background Information

Nicolee Thompson submitted a Special Event Liquor License Application to the Board of Supervisors on behalf of the Mitchell Swaback Charities, Inc. DBA Harvest Compassion Center.

A qualified organization may submit an application to serve liquor at a special event for up to 10 days per year. The Arizona Department of Liquor Licenses and Control (DLLC) approves all liquor-related applications; however, part of the DLLC's process requires that the local governing body review the application and submit a recommendation for approval or disapproval to the DLLC for any establishment located within the jurisdiction of that local governing body.

Evaluation

The Clerk of the Board of Supervisors has reviewed the application and has determined that it has been filled out correctly.

Conclusion

This non-profit organization has properly completed the application and if the Board of Supervisors approves the application, the Mitchell Swaback Charities, Inc. DBA Harvest Compassion Center will have used 1 day of the allowable 10 days to serve liquor at special events in 2022.

Recommendation

The Clerk of the Board recommends that the Board of Supervisors approve the application as submitted. Upon approval, the applicant has the responsibility to submit the application to the DLLC for its final approval.

### Suggested Motion

Approval of a Special Event Liquor License Application submitted by the Mitchell Swaback Charities, Inc. DBA Harvest Compassion Center Club to serve liquor at the Strawberry Inn in Strawberry for a special event to be held on May 7, 2022.

---

### Attachments

Mitchell Swaback Charities, Inc DBA Harvest Compassion  
Center-Application

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Arizona Department Liquor License and Control  
800 W Washington St. 5th Floor  
Phoenix, AZ 85007-2934  
[azliquor.gov](http://azliquor.gov)

602-542-5141

**DLLC USE ONLY**

Job #:

Date Accepted:

CSR:

License #:

**SPECIAL EVENT LICENSE APPLICATION  
FEE \$25.00 PER DAY**

A service fee of \$25.00 will be charged for all dishonored checks (A.R.S § 44-6852  
1-10 days consecutive days only, Cash, Checks or Money Orders Only

**SECTION 1** Applicant must be a member of a qualifying nonprofit organization, political party, or Government entity and authorized by an Officer, Director, or Chairperson of the Organization.

1. Applicant: Nicolee Thompson
2. Applicant's mailing address: 2402 E. Esplanade Lane #1104, Phoenix, AZ 85016
3. Applicants home/cell phone: 623-451-0688 Applicant's business phone: 602-788-2444
4. Applicant's email address: nthompson@hccfeed1.org

**SECTION 2** Name of Non-Profit Organization, Candidate or Political Party/Gov.: Mitchell Swaback Charities, Inc. DBA Harvest Compassion Center

**SECTION 3** Non-Profit/IRS Tax Exempt Number: 27-0250769

**SECTION 4** Event Location: The Strawberry Inn, 5073 AZ-87, Strawberry, AZ 85544

**SECTION 5** Dates and Hours of Event. Days must be consecutive but may not exceed 10 consecutive days.  
See A.R.S. § 4-244(15) and (17) for legal hours of service.

**\*\*SEPARATE APPLICATION FOR EACH "NON-CONSECUTIVE" DAY\*\***

Days	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	<u>May 7, 2022</u>	<u>Saturday</u>	<u>6 PM</u>	<u>10 PM</u>
DAY 2:	<u></u>	<u></u>	<u></u>	<u></u>
DAY 3:	<u></u>	<u></u>	<u></u>	<u></u>
DAY 4:	<u></u>	<u></u>	<u></u>	<u></u>
DAY 5:	<u></u>	<u></u>	<u></u>	<u></u>
DAY 6:	<u></u>	<u></u>	<u></u>	<u></u>
DAY 7:	<u></u>	<u></u>	<u></u>	<u></u>
DAY 8:	<u></u>	<u></u>	<u></u>	<u></u>
DAY 9:	<u></u>	<u></u>	<u></u>	<u></u>
DAY10:	<u></u>	<u></u>	<u></u>	<u></u>

**SECTION 6** What type of security and control measures will you take to prevent violations of liquor laws at this event?  
(List type and number of police/security personnel and type of fencing or control barriers, if applicable.)

\_\_\_\_\_ Number of Police \_\_\_\_\_ Number of Security Personnel ☒ Fencing ☐ Barriers

Explanation: The event will be held within existing fencing at the property.

There is one entry/exit point, where a staff member will be stationed to monitor  
guests entering and exiting the event.

**SECTION 7** Will this event be held on a currently licensed premises and within the already approved premises?

☐ Yes ☒ No If yes, Local Governing Body signature is not required.

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

\_\_\_\_\_  
License Number

\_\_\_\_\_  
Phone (Include Area Code)

**SECTION 8** How is this special event going to conduct all dispensing, serving, and selling of spirituous liquors? Please read R-19-318 for explanation and check one of the following boxes.

- ☐ Place license in non-use  
☐ Dispense and serve all spirituous liquors under retailer's license  
☒ Dispense and serve all spirituous liquors under special event  
☐ Split premise between special event and retail location

**SECTION 9** What is the purpose of this event?

☒ On-site consumption ☐ Off-site (auction/wine/distilled spirits pull) ☐ Both

**SECTION 10**

1. Has the applicant been convicted of a felony, or had a liquor license revoked within the last five (5) years?

☐ Yes ☒ No If yes, attach explanation.

2. How many special event days have been issued to this organization during the calendar year? 0

3. Is the Organization using the services of a Licensed Contractor?

☐ Yes ☒ No If yes, please provide the Name of the Licensed Contractor: \_\_\_\_\_

4. Is the organization using the services of a series 6, 7, 11, or 12 licensee to manage the sale or service of alcohol?

☐ Yes ☒ No if yes, please provide the Name of Licensee: \_\_\_\_\_ License #: \_\_\_\_\_

5. The applying non-profit organization must receive 25% of the gross revenues of the total liquor sales. List the names of the individuals or organizations who will receive the rest of the proceeds, **MUST EQUAL 100%**.

Name: Harvest Compassion Center Percentage: 25%

Address: 2402 E. Esplanade Lane #1104, Phoenix, AZ 85016

Street

City

State

Zip

Name: Cloth & Flame Percentage: 75%

Address: 734 W. Polk St. Phoenix, AZ 85007

Street

City

State

Zip

Please read A.R.S. § 4-203.02 Special event license; rules and R19-1-205 Requirements for a Special Event License.

**ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.**

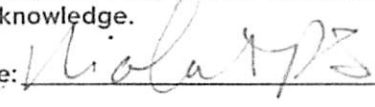
**NO ALCOHOLIC BEVERAGES SHALL LEAVE A SPECIAL EVENT UNLESS THEY ARE IN AUCTION WINE OR DISTILLED SPIRITS PULL SEALED CONTAINERS OR THE SPECIAL EVENT LICENSE IS STACKED WITH WINE /CRAFT DISTILLERY FESTIVAL LICENSE.**

**SECTION 11** License premises diagram. The licensed premises for your special event is the area in which you are authorized to sell, dispense or serve alcoholic beverages under the provisions of your license. Please attach a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades, or other control measures and security position.



If the special event will be held at a location without a permanent liquor license or if the event will be on any portion of a location that is not covered by the existing liquor license, this application must be approved by the local government before submission to the Department of Liquor Licenses and Control. Please contact the local governing board for additional application requirements and submission deadlines. Additional licensing fees may also be required before approval may be granted. For more information, please contact your local jurisdiction.

**SIGNATURE**

<b>Nicolee Thompson</b>	
I, (Print Full Name) _____ hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.	
Applicant Signature:	

**GOVERNING BOARD**

Date Received: _____			
I, _____		recommend	<input type="checkbox"/> APPROVAL <input type="checkbox"/> DISAPPROVAL
(Government Official)		(Title)	
On behalf of _____			
(City, Town, County)	Signature	Date	Phone

**DLLC USE ONLY**

<input type="checkbox"/> APPROVAL <input type="checkbox"/> DISAPPROVAL BY: _____ DATE: _____
--

**A.R.S. § 41-1030. Invalidity of rules not made according to this chapter; prohibited agency action; prohibited acts by state employees; enforcement; notice**

B. An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or condition unless a rule is made pursuant to that general grant of authority that specifically authorizes the requirement or condition.

D. This section may be enforced in a private civil action and relief may be awarded against the state. The court may award reasonable attorney fees, damages and all fees associated with the license application to a party that prevails in an action against the state for a violation of this section.

E. A state employee may not intentionally or knowingly violate this section. A violation of this section is cause for disciplinary action or dismissal pursuant to the agency's adopted personnel policy.

F. This section does not abrogate the immunity provided by section 12-820.01 or 12-820.02.





- Kitchen
- Accent Chair
- Couch
- Dining Table
- Cocktail Table
- Bar
- Fence



INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **MAR 17 2010**

MITCHELL SWABACK CHARITIES INC  
2402 EAST ESPLANADE LANE  
PHOENIX, AZ 85016

Employer Identification Number:  
27-0250769  
DLN:  
17053314318009  
Contact Person:  
JEFFREY GAUNCE ID# 31614  
Contact Telephone Number:  
(877) 829-5500  
Accounting Period Ending:  
December 31  
Public Charity Status:  
170(b)(1)(A)(vi)  
Form 990 Required:  
Yes  
Effective Date of Exemption:  
May 5, 2009  
Contribution Deductibility:  
Yes  
Addendum Applies:  
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

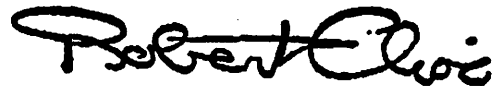
Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Letter 947 (DO/CG)

MITCHELL SWABACK CHARITIES INC

Sincerely,

A handwritten signature in black ink, appearing to read "Robert Choi". The signature is fluid and cursive, with the first name "Robert" and last name "Choi" clearly distinguishable.

Robert Choi  
Director, Exempt Organizations  
Rulings and Agreements

Enclosure: Publication 4221-PC

Request for Taxpayer  
Identification Number and Certification

Give Form to the  
requestor. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)  
Mittelschmidt, Swackhamer, Inc.  
Business name (if different from above)  
Harvest Commission Center  
Check appropriate box for federal tax classification:  
☒ Sole proprietorship ☐ Partnership ☐ Trust/estate  
Check appropriate box for federal tax classification:  
☐ Sole proprietorship ☐ Partnership ☐ Trust/estate  
Employer's name and address (optional)  
2402 E. Esplanade Lane #1104  
Phoenix, AZ 85016  
List account number(s) here (optional)  
2402 E. Esplanade Lane #1104  
City, state, and ZIP code  
2402 E. Esplanade Lane #1104  
City, state, and ZIP code  
2402 E. Esplanade Lane #1104  
City, state, and ZIP code

Enter your TIN in the appropriate box. The TIN provided must match the name shown on the "Name" line  
to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a  
resident alien, sole proprietor, or disregarded entity, see the Part 1 instructions on page 3. For other  
TIN on page 3.  
Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose  
number to enter.

Employer identification number	27-0250769
Employer identification number	27-0250769

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am willing for a number to be issued to me), and  
Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (2) the IRS has notified me that I am  
no longer subject to backup withholding, and  
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue  
Service (IRS) that I am subject to backup withholding, and  
3. I am a U.S. citizen or other U.S. person (defined below), and  
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Corrections instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding  
because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgages  
interest paid, acquisition or abandonment of secured property, cancellation of debt, acquisition or  
disposition of property, payment of other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the  
instructions on page 3.

Sign  
U.S. person  
Date 11/12/22

General instructions

Section references are to the Internal Revenue Code unless otherwise noted.  
Future developments. The IRS has created a page on IRS.gov for information  
about Form W-9, at www.irs.gov/w9. Information about any future developments  
affecting Form W-9 (such as legislation enacted after we release it) will be posted  
on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your  
correct taxpayer identification number (TIN) to report, for example, income paid to  
you, payments made to you in satisfaction of payment card and third party network  
transactions, real estate transactions, mortgage interest you paid, acquisition or  
abandonment of secured property, cancellation of debt, or contributions you made  
to an IRA.  
(Use Form W-9 only if you are a U.S. person providing a resident alien, to  
provide your correct TIN to the person requesting it (the requester) and, when  
applicable, for  
1. Certify that the TIN you are giving is correct for you are working for a member  
to be issued.  
2. Certify that you are not subject to backup withholding, or  
3. Certify exemption from backup withholding if you are a U.S. citizen, exempt payee, or  
any partnership income from a U.S. trade or business is not subject to the



Nicolee Thompson  
*CEO/Executive Director*

Office: 602.788.2444

Cell: 623.451.0688

Email: [nthompson@hccfeed1.org](mailto:nthompson@hccfeed1.org)  
[www.harvestcompassioncenter.org](http://www.harvestcompassioncenter.org)



**ARF-7250**

**Consent Agenda Item 4. C.**

**Regular BOS Meeting**

**Meeting Date:** 04/19/2022

**Reporting Period:** March 15, 2022, March 18, 2022, and March 29, 2022

**Submitted By:** Melissa Henderson, Deputy Clerk

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**Information**

**Subject**

Board of Supervisors' March 15, 2022, March 18, 2022, and March 29, 2022, Meeting Minutes.

**Suggested Motion**

Approval of the Board of Supervisors' March 15, 2022, March 18, 2022, and March 29, 2022, meeting minutes.

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**Attachments**

03-15-22 Meeting Minutes

03-18-22 Meeting Minutes

03-29-22 Meeting Minutes

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

Date: March 15, 2022

**TIM R. HUMPHREY**

Chairman

**MARIAN SHEPPARD**

Clerk of the Board

**STEVE CHRISTENSEN**

Vice-Chairman

By: Marian Sheppard

**WOODY CLINE**

Member

Gila County Courthouse  
Globe, Arizona

---

PRESENT: Tim R. Humphrey, Chairman; Steve Christensen, Vice-Chairman; and Woody Cline, Member

STAFF PRESENT: W. James Menlove, County Manager; Jessica Scibelli, Senior Civil Deputy County Attorney; Marian Sheppard, Clerk of the Board; and Melissa Henderson, Deputy Clerk of the Board

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

Chairman Humphrey called the Regular Meeting to order at 10:00 a.m. this date in the Board of Supervisors' hearing room. J. Adam Shepherd led the Pledge of Allegiance, and Nick Montague provided the invocation.

**Item 2 – PRESENTATIONS:**

**A. Public recognition of ten employees through the County's Spotlight on Employees Program, as follows: Perry Wyrick, George Noblia, Trent Moore, Jerry M. Moore, Rick Hounshell, Carrie Bartling, Danny Irish, Dave Rogers, Krystal Montano, and John Digman.**

Erica Raymond, Human Resources Assistant Senior, read aloud a letter that was submitted by Chris McGroarty nominating Perry Wyrick, George Noblia, Trent Moore, Jerry M. Moore, Rick Hounshell, Carrie Bartling, Danny Irish, Dave Rogers, Krystal Montano, and John Digman for the Spotlight award. Ms. Raymond requested that public recognition of Mr. Wyrick and Ms. Krystal Montano be postponed at this time since they were unable to attend. The time each Spotlight recipient has worked for the County is as follows: Mr. Noblia - 4 ½ years; Mr. Moore - 10 months; Mr. J. Moore - 8 years; Mr. Hounshell - 5 years, 3 months; Ms. Bartling - 1 year; Mr. Irish - 8 years; Mr. Rogers - 26 years; and Mr. Digman – 10 ½ years. Ms. Raymond presented those in Globe with a gift card and Ms. Lisa Modglin, Information Technology Department



Support Specialist, assisted with those in Payson. Each Board member congratulated the Spotlight recipients.

**B. Presentation of January 2022 Gila County financial data as it compares to the fiscal year 2022 Gila County Budget and fiscal year 2020 and fiscal year 2021 year-to-date performance.**

Maryn Belling, Deputy Finance Department Director, presented the County's financial data to the Board of Supervisors. The following information is contained in the staff report for this agenda item, which was reviewed by Ms. Belling.

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

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

**January 31, 2022, Summary**

**General Fund Revenue:**

At the end of January 2022, Gila County's General Fund revenues were at 47% of the annual budget compared to a 7-month target of 58%. In total, fiscal year 2022 year-to-date revenues are \$606,258.43 more than the same year-to-date revenues for fiscal year 2021.

Top 3 revenue line items experiencing an increase compared to the 2021 fiscal year at 1/31 are:

Charges for Public Safety	\$121,712.72
State Shared	\$870,102.30
Excise Tax	\$434,699.85

Top 3 revenue line items experiencing a decrease compared to the 2021 fiscal year at 1/31 are:

Property Taxes	(\$185,532.42)
----------------	----------------

Miscellaneous	(\$305,970.87)
Interest & Penalties on Delinquent Taxes	(\$104,408.60)

### **General Fund Expenditure:**

General Fund expenditures & encumbrances at 1/31/2022 are 49% of the budget compared to a 7-month target of 58% and \$649,763.52 more than 1/31/2021.

Year-to-date (YTD) data aligns with the Gila County Strategic Plan priorities including responsible resource management, robust communication, and safety.

### **Net Impact:**

YTD performance is consistent with expectation. The impact of slower timing of General Fund revenue is largely offset by the reduction in General Fund expenditures – the variance between the two being \$43,505.09 (or 6.7%) – reflective of the commitment of the strategic plan pillars of Responsible Resource Management, and Robust Communication.

The Board members thanked Ms. Belling for the report.

## **3. PUBLIC HEARINGS:**

**A. Information/Discussion/Action to adopt Resolution No. 22-03-03, which approves Gila County Planning and Zoning Department Case No. CUPP2110-001, an application submitted by Alan and Robin Warenski (owners and applicants) for a Conditional Use Permit on Assessor's tax parcel number 304-33-386 located at 857 S. Tonto Creek Drive, Payson Arizona 85541 to allow for a recreational vehicle on the property prior to the primary residence subject to the adherence of 11 conditions of approval as outlined in the resolution.**

Randy Pluimer, Community Development Department Director, explained that the applicants, Alan and Robin Warenski, are requesting to place a recreational vehicle on their property not to exceed 18 months prior to their primary residence being delivered. The applicants currently reside out-of-state and are estimating monthly site visits to meet with contractors to prepare the property for the placement of a manufactured home. The estimated arrival of the manufactured home will be 12 months due to a limited supply issue. On January 20, 2022, the Planning and Zoning Commission unanimously voted 8-0 to recommend the Board's approval of the Conditional Use Permit application with the following 11 conditions:

1. *Conditional Use Permit shall expire 18 months after the date of approval by the Board of Supervisors.*
2. *Building permits shall be obtained and the manufactured home must be set within 18 months from the date of approval by the Board of*

*Supervisors. Failure of such shall void the Conditional Use Permit unless an extension of time has been granted by the Board of Supervisors prior to the expiration of the Conditional Use Permit.*

- 3. Lot size shall meet the minimum requirements of the density district.*
- 4. One Recreational Vehicle or Travel Trailer per lot.*
- 5. Onsite occupancy is limited to owner-occupied.*
- 6. A permit or other method that demonstrates appropriate utility use (water, wastewater, electrical) shall be reviewed and approved prior to onsite use.*
- 7. No outside storage is permitted.*
- 8. Noise from generators must be mitigated and shall not exceed 50 decibels at the property line. Generator use is prohibited between the hours of 11 p.m. and 6 a.m.*
- 9. No use shall be operated in such a manner as to create an explosion or fire hazard; nor shall there be emitted into the atmosphere smoke, soot, dust, radiation, odor, noise, vibration, heat, glare, or toxic fumes to such an extent as to constitute a nuisance to adjoining property holders.*
- 10. All lighting shall comply with the Gila County Outdoor Light Control Ordinance.*
- 11. Occupants shall abide by all Recreational Vehicle or Travel Trailer manufacturer specifications. Occupancy is limited to temporary occupancy and not permanent occupancy. Owners are responsible to ensure compliance with these requirements. Gila County may, but is not required, to enforce this condition.*

Chairman Humphrey opened the public hearing. There were not any comments, so he closed the public hearing and asked for a motion from the Board.

Upon motion by Vice-Chairman Christensen, seconded by Supervisor Cline, the Board unanimously adopted Resolution No. 22-03-03. **(A copy of the resolution is attached to these minutes and is permanently on file in the Board of Supervisors' Office.)**

**B. Information/Discussion/Action to adopt Resolution No. 22-03-04, which approves Gila County Planning and Zoning Department Case No. CUPP2111-001, an application submitted by Ernesto and Olivia Luevano (Owner/Applicant) for a Conditional Use Permit on Assessor's tax parcel number 304-24-024F located at 110 N. Nottingham Lane, Payson, AZ 85541 to allow for a recreational vehicle to be occupied on the property subject to the adherence of 8 conditions of approval as outlined in the resolution.**

Mr. Pluimer explained that the applicants, Ernesto and Olivia Luevano, are requesting to be allowed to permanently connect a recreational vehicle to utilities and for the recreational vehicle to be occupied by family or friends on occasion. The recreational vehicle is placed on a lot where a manufactured

home once sat. The manufactured home was removed, but electrical, water, and wastewater hook-ups are intact. Per Section 104.2.D.3.a of the Zoning Ordinance for Unincorporated Areas of Gila County, a Rural Residential (RR) District zoning allows for one dwelling per acre up to a maximum of three (3) dwelling units per individual owned parcel. To date, other than in the General Unclassified District, long-term recreational vehicle living connecting to utilities is not allowed and a recreational vehicle does not qualify as a dwelling unit per the dwelling unit definition.

At the January 20, 2022, Planning and Zoning Commission meeting, a motion was made to approve the application. Four members voted in favor of the motion and 4 members voted against the motion, which ended in a tie vote; therefore, the Commission did not have a recommendation to give to the Board of Supervisors. Staff recommended denial of the request.

With the Board's approval of the Conditional Use Permit application, the following 8 conditions are required:

1. *The Conditional Use Permit shall expire in (2) years from the date of issuance.*
2. *Lot size shall meet the minimum requirements of the density district and setbacks.*
3. *Only one Recreational Vehicle or Travel Trailer is permitted on the parcel, to be in use, under this conditional use permit.*
4. *A permit or other method that demonstrates appropriate utility use (water, wastewater, electrical) shall be reviewed and approved prior to onsite use.*
5. *Intermittent onsite occupancy is limited to owner-occupied or occupation by family members of the owners or friends of the owners. Permanent occupancy is not allowed. Occupancy must be temporary. Owners are responsible to ensure compliance with this condition. Gila County may, but is not required, to ensure compliance with this condition.*
6. *No use shall be operated in such a manner as to create an explosion or fire hazard; nor shall there be emitted into the atmosphere smoke, soot, dust, radiation, odor, noise, vibration, heat, glare, or toxic fumes to such an extent as to constitute a nuisance to adjoining property holders.*
7. *All lighting shall comply with the Gila County Outdoor Light Control Ordinance.*
8. *Abide by all Recreational Vehicle or Travel Trailer manufacturer specifications. Owners are responsible to ensure compliance with this condition.*

Chairman Humphrey opened the public hearing. Mr. Ernesto Luevano addressed the Board and stated that he would be using the existing cord on the travel trailer to supply the electricity; no other hard wiring would be used, and it would be temporary when in use. Chairman Humphrey closed the public hearing and asked for a motion from the Board.

Upon motion by Supervisor Cline, seconded by Vice-Chairman Christensen, the Board unanimously adopted Resolution No. 22-03-04. **(A copy of the resolution is attached to these minutes and is permanently on file in the Board of Supervisors' Office.)**

**C. Information/Discussion/Action to adopt Ordinance No. 2022-02 for text amendment revisions to the Gila County Zoning Ordinance for Unincorporated Areas of Gila County, Arizona, as follows: Revisions to Section 102-Definitions; and Section 103.1-Structures and Uses Compliance to District Requirements.**

Mr. Pluimer explained that the proposed Ordinance text amendment revisions revise the definition of yard, define the height of a building or other structure, establish a process to request approval to exceed building or other structure height, clarify the use of district setbacks, and process to request approval to encroach in the use district setbacks, allow limited accessory structures or buildings that may be located in the front yard with an established principal use, and clarify demo permit requirements. He added that 35% of the issues are with owners placing structures in the front of the main house.

Chairman Humphrey opened the public hearing. There were not any comments, so he closed the public hearing and asked for a motion from the Board.

Upon motion by Vice-Chairman Christensen, seconded by Supervisor Cline, the Board unanimously adopted Ordinance No. 2022-02. **(A copy of the ordinance is attached to these minutes and is permanently on file in the Board of Supervisors' Office.)**

**4. REGULAR AGENDA ITEMS:**

**A. Information/Discussion/Action to accept 12D funding from the Tonto Apache Tribe in the amount of \$27,099.03 that will be utilized to enhance the Spillman System for the Officer Productivity Module.**

Sarah White, Sheriff's Office Chief Administrative Officer, stated that the Sheriff's Office received a notification from the Tonto Apache Tribe that the Sheriff's Office was chosen as the recipient of 12D grant funding. She explained that the Sheriff's Office was not required to submit a grant application to receive these funds. The funding will be utilized to enhance the Sheriff's Office Spillman System for the Officer Productivity Module. The Sheriff's Office publicly thanked the Tonto Apache Tribe for the funding award.

Upon motion by Supervisor Cline, seconded by Vice-Chairman Christensen, the Board unanimously accepted 12D funding from the Tonto Apache Tribe in the amount of \$27,099.03.

**B. Information/Discussion/Action to adopt the 2022-2026 Northern Gila County Community Wildfire Protection Plan, and the 2022-2026 Southern Gila County Community Wildfire Protection Plan.**

Carl Melford, Emergency Management Coordinator, stated that the two Plans have been created entirely in-house by Celena Cates, Health and Emergency Management Department Emergency Planner. Both Plans will be in effect for 5-years and the Plans support all firehouses in the region that have signed one of the Plans. Those that have not signed either Plan will not be included in funding until officially included in the Plan. Each Plan is developed for the specific regions due to the difference in the plant life and terrain of the northern and southern sections of Gila County. The Plans can influence and prioritize future funding for hazardous fuel reduction projects, including where and how federal agencies implement fuel reduction projects on federal lands. Supervisor Cline asked if these Plans are working documents as they will be a critical component when applying for grant funding. Mr. Melford confirmed that the Plans are fully-functional working documents.

Upon motion by Vice-Chairman Christensen, seconded by Supervisor Cline, the Board unanimously adopted the 2022-2026 Northern Gila County Community Wildfire Protection Plan and the 2022-2026 Southern Gila County Community Wildfire Protection Plan.

**C. Information/Discussion/Action to approve a Sub-recipient Agreement for the Gila House Affordable Housing Project whereby the Gila County Community Services Department will be an active partner with GILA House, Inc. and the Community Services Department will serve as a pass-through entity for this 5-year funding in the amount of \$650,000 that will be used to promote and provide transitional housing in Gila County.**

Jacque Sanders, Deputy County Manager and District Librarian, explained that the original request for funding that was presented to the Board of Supervisors involved rehabilitating an existing hotel that GILA House, Inc. now owns. That project has stalled because it was discovered that a portion of the property is in a flood plain, which prohibits the use of federal dollars. GILA House, Inc. at some point intends on utilizing that hotel; however, an application will be submitted to obtain different funds for that project. GILA House, Inc. has identified another property in Globe that it would like to purchase which could be used as a multi-family transitional house. The property has been deemed suitable for the provisions under the GILA House Multi-Family Transitional Housing Acquisition and Maintenance Project.



There was further discussion regarding the definition of “transitional” and time limits that individuals or families could stay in transitional housing. Ms. Sanders called upon Malissa Buzan, Community Services Department Director, to explain that transitional housing is up to 24 months, and it is for anyone that needs emergency, interim or temporary housing.

Upon motion by Supervisor Cline, seconded by Vice-Chairman Christensen, the Board unanimously approved the Sub-recipient Agreement for the Gila House Affordable Housing Project in the amount of \$650,000.

**D. Information/Discussion/Action to adopt Resolution No. 22-03-02 extinguishing a portion of the easement and accepting Quit Claim Deeds on the remaining roadway of Old County Road in Pine, AZ.**

Steve Sanders, Public Works Department Director, advised that Old County Road in Pine used to be known as the Old Pine Highway. When the Arizona Department of Transportation relocated the highway, Old County Road went to the adjoining owner along the roadway. The owner granted the County an easement deed. Current owners along the road now want to quit claim the road to the County; however, they would like the County to extinguish the west ten feet of Old County Road back to them. The County supports this request. The County will still have a fifty-six-foot-wide road in this area.

Upon motion by Vice-Chairman Christensen, seconded by Supervisor Cline, the Board unanimously adopted Resolution No. 22-03-02. **(A copy of the resolution is attached to these minutes and is permanently on file in the Board of Supervisors’ Office.)**

**E. Information/Discussion/Action to review all bids submitted for Invitation for Bids No. 120721-2 to purchase three (3) new 2022 Ford Expedition 4Dr XL, 4x4 SSVs; award to the lowest, responsible, and qualified bidder; and authorize the Chairman's signature on the award contract.**

Mr. Sanders stated that on January 4, 2022, the Board authorized the advertisement of Invitation for Bids No. 120721-2 for the purchase of three 2022 Ford Expedition vehicles. On February 2, 2022, the Finance Department received two competitive bids and has recommended that the Board award a contract to McSpadden Ford, which was the low bidder.

Vice-Chairman Christensen inquired about an Invitation for Bids (IFB) request that was advertised to purchase Chevrolet Tahoe vehicles, so he questioned the need to purchase these vehicles. Mary Springer, Finance Department Director, explained that a separate, earlier IFB was advertised for the purchase of Chevrolet Tahoe vehicles; however, there were no bids. The reason there wasn’t any response to the IFB is because that model is in high demand. Ms.

Springer stated that the County needs to use Chevrolet Tahoe vehicles for units with canines so that the motors keep running. Chevrolet Tahoe vehicles don't have turbos on their engines which allows the engines to run without overheating. She advised that the County plans on ordering some Tahoe vehicles when the window for ordering opens again on May 4, 2022. Funds have been budgeted this fiscal year for that purchase; however, that projected expense will be moved to next year's budget when the vehicles will be delivered to the County. She clarified that this contract will be used to purchase Ford Expedition vehicles.

Upon motion by Supervisor Cline, seconded by Vice-Chairman Christensen, the Board unanimously awarded a contract to McSpadden Ford in the amount of \$216,246.21 in response to Invitation for Bids No. 120721-2.

**F. Information/Discussion/Action to award a contract to InterMountain West Civil Constructors, Inc. in the amount of \$146,380 in response to Invitation for Bids No. 111521-Buckhead Mesa Landfill West Pond Repair.**

Mr. Sanders explained that on January 4, 2022, the Board authorized the advertisement of Invitation for Bids No. 111521 for the Buckhead Mesa Landfill West Pond Repair project. Two bids were received by the Finance Department on February 2, 2022. Both companies had irregularities and missing items in their bids, so requests were sent to each company to address the deficiencies with a deadline for response. Only one company complied, and the other company was deemed unresponsive. Mr. Sanders further explained that the repair of the west leachate pond liner is necessary to remain compliant with permit requirements. The age of the liner, how the liner could have been damaged, and the possibility of a fence around the ponds were discussed.

Upon motion by Supervisor Cline, seconded by Vice-Chairman Christensen, the Board unanimously awarded a contract to InterMountain West Civil Constructors, Inc. in the amount of \$146,380 in response to Invitation for Bids No. 111521.

**G. Information/Discussion/Action to approve the use of Arizona State Procurement Contract No. ADSP018-207044 with JE Fuller/Hydrology & Geomorphology, Inc. in the amount of \$165,528 to complete the designs and develop flood mitigation bid documents for the three high priority flood projects approved by Natural Resources Conservation Service in the Bush Fire burn scar.**

Mr. Sanders explained that JE Fuller and Associates and the Natural Resources Conservation Service (NRCS) identified three projects that meet the criteria for funding through the Emergency Watershed Protection (EWP) Program. Those areas are Butcher Hook, Landing Wash, and Sycamore Creek.

NRCS has agreed to fund the construction of the projects. Prior to construction plans, specifications and bid documents need to be prepared for each project. Using the State Contract No. ADSP018-207044, JE Fuller has proposed a final design package for the three chosen NRCS projects. JE Fuller has already developed 15% plans for the projects. This will allow them to continue working on the plans to develop a complete set for each project. The Arizona Department of Forestry and Fire Management (DFFM) has provided funds for the 15% set of plans. A request has been submitted to DFFM asking that agency to pay for the final plans, specs, and bid documents.

Upon motion by Vice-Chairman Christensen, seconded by Supervisor Cline, the Board unanimously approved the use of Arizona State Procurement Contract No. ADSP018-207044 with JE Fuller/Hydrology & Geomorphology, Inc. in the amount of \$165,528 to complete the designs and develop flood mitigation bid documents for the three flood projects approved by the Natural Resources Conservation Service in the Bush Fire burn scar.

**H. Information/Discussion/Action to review all responsive bids submitted for Request for Proposals No. 10042021-Copper Corridor Blight Busters Coalition Assessment Grant Consultant; award to the firm identified as the best consultant to assess the Copper Corridor's blighted properties and authorize the Chairman's signature on Contract No. 10042021.**

Cathy Melvin, District III Executive Assistant, advised that this was the fourth time this item has been presented to the Board. She explained the criteria to use Brownfields Coalition Assessment grant funding for projects. She stated that the first time the County used Brownfields funding was for the demolition of the former Hayden motel and another building that was connected to the motel. Those projects were completed at a cost of \$178,000 and have since been turned into a much-needed parking lot. Ms. Melvin explained that there are so many similar projects that need to be done within the Copper Corridor. A website has been created which contains information on the application process for Copper Corridor Blight Busters Coalition assessment projects. She added that projects will be considered for structures that are located within the Coalition's participating areas from Superior to Hayden, Kearny, Mammoth, Winkelman, Miami, and Globe.

Aimee Staten, Finance Department Grants Administrator, commented that the consultant will create 30 site-specific field sampling plans, 36 Phase I Environmental Site Assessments, 8 Phase II Environmental Site Assessments, 28 Comprehensive Asbestos Surveys, 10 cleanup plans, and other tasks related to the grant scope of work. This will allow for the opportunity to apply for additional Environmental Protection Agency grants. Chairman Humphrey commented that some property owners do not want their properties looked at or assessed. Ms. Staten replied that if a property owner created a harmful

situation, then that property owner will not be eligible for grant funding for assessment or cleanup.

Upon motion by Supervisor Cline, seconded by Vice-Chairman Christensen, the Board unanimously awarded a contract to Atlas Technical Consultants in a not to exceed amount of \$480,000 in response to the Request for Proposals No. 10042021.

**I. Information/Discussion/Action to adopt revised Policy No. BOS-FIN-116-Public Safety Personnel Retirement System Funding to reflect updated actuarial valuation as of 6/30/2021.**

Ms. Belling explained that Arizona Revised Statute § 38-863.01 requires that the Board of Supervisors adopt and post a policy annually on its website which relates to the Public Safety Personnel Retirement System. The policy is being revised due to changes in the trust fund and the ratios. Ms. Belling advised that at this time, the County is 100% in compliance. Mr. Menlove added that in 2020, the retirement system had a 0% rate of return, but in 2021, it had a return in investment of 25% and this has given the Retirement System a cushion.

Upon motion by Vice-Chairman Christensen, seconded by Supervisor Cline, the Board unanimously adopted revised Policy No. BOS-FIN-116-*Public Safety Personnel Retirement System Funding*.

**J. Information/Discussion/Action to consider a sealed bid for the purchase of Assessor's tax parcel number 206-06-035A and, if accepted, authorize the Chairman's signature on the Quit Claim Deed.**

Marian Sheppard, Clerk of the Board, explained that Lorenzo and Sherry Oropeza purchased Assessor's tax parcel number 206-06-035A from Mr. Shanafelt in 2012; however, neither party filed a Quit Claim Deed with the County Recorder to transfer title of the parcel. As a result, the parcel remained in the name of Mr. Shanafelt, who moved out of the area. After seven consecutive years of not receiving taxes for this parcel, the County Treasurer was required by law to deed the property to the State of Arizona in the care of the Board of Supervisors. This was done in 2019. Ms. Sheppard further explained that Mr. and Mrs. Oropeza own multiple properties in this area and believed that they were receiving tax bills for this property until they witnessed Treasurer's Office staff posting a notice on the property. It was at that time the Oropezas learned that the parcel had been deeded to the State of Arizona, so they met with Ms. Sheppard to seek help remedying the situation. Ms. Sheppard advised that the lien amount on this property is \$567.34. With the Chairman's permission, Ms. Sheppard opened the sealed envelope and announced that Mr. and Mrs. Oropeza submitted a bid in the amount of \$50. Upon motion by Supervisor Cline, seconded by Vice-Chairman Christensen, the

Board unanimously approved the sale of Assessor's tax parcel number 206-06-035A to Lorenzo and Sherry Oropeza for \$50 and authorized the Chairman's signature on the Quit Claim Deed.

Chairman Humphrey asked the Board members if there were any Consent Agenda items that needed to be moved to the Regular Agenda for discussion. Supervisors Christensen and Cline replied that there were not any items they wanted to be moved to the Regular Agenda.

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

**A. Approval of the Application for an Extension of Premises/Patio Permit submitted by Albert Keehn to temporarily extend the premises where liquor is permitted to be served at the Sportsman's Chalet located in Strawberry.**

**B. Approval of the Board of Supervisors' March 1, 2022, meeting minutes.**

**C. Approval of the monthly activity reports submitted by the Human Resources Department for February 2022.**

**FEBRUARY 1, 2022**

**DEPARTURES:**

1. Kenneth Wortman – County Attorney's Office – Diversion Program Administrator – 02/04/22 – Diversion Program CA Fund – DOH 12/12/11
2. Katrin Barajas – Health and Emergency Services – Community Health Specialist – 01/25/22 – Tobacco-Free Environment Fund – DOH 08/16/21
3. Lucky Marr – Public Works – Part-Time Scalehouse Attendant – 01/24/22 – Recycling and Landfill Management Fund – DOH 01/24/22

**TEMPORARY HIRES TO COUNTY SERVICES:**

4. Lynn Clark – Public Works – Temporary Equipment Operator – 01/31/22 – Recycling and Landfill Management Fund

**END PROBATIONARY PERIOD:**

5. Patricia Johnson – Health and Emergency Services – Dental Program Specialist – 01/19/22 – Community Health Grant Fund
6. Bryon Murray – Public Works – Vehicle and Equipment Mechanic – 02/08/22 – Public Works Fund
7. Stephen Cline – Public Works – Public Works Road Supervisor – 02/08/22 – Public Works Fund

DEPARTMENTAL TRANSFERS:

8. Richard Hounshell – Public Works – From Road Maintenance and Equipment Operator – To Public Works Road Supervisor – 02/14/22 – Public Works Fund – Replacing S. Wayne Jones

REQUEST TO POST:

- 9. Health and Emergency Services – Community Health Specialist – Vacated by Tammy Guevara
- 10. Clerk of Superior Court – Court Administrative Assistant – Vacated by Martina Burnam
- 11. County Attorney's Office – Diversion Officer – Vacated by David Shaw

**FEBRUARY 8, 2022**

NEW HIRES:

- 1. Alexis Casillas – Globe Justice Court – Justice Court Clerk – 02/14/22 – General Fund – Replacing Xochitl Blanco

END PROBATIONARY PERIOD:

- 2. Jered Garcia – Health and Emergency Services – Community Health Specialist – 01/24/22 – From Prescription Drug Overdose Prevention Fund – To ELC Plus Fund

DEPARTMENTAL TRANSFERS:

- 3. David Shaw – County Attorney's Office – From Diversion Officer – To Diversion Program Administrator – 02/07/22 – Diversion Program CA Fund – Replacing Kenneth Wortman
- 4. Martina Burnam – From Clerk of Superior Court – To Probation – From Court Administrative Assistant – To Probation Case Manager – 02/14/22 – General Fund – Replacing Pamela Johnson
- 5. Helene Lopez – Community Services – From Social Services Case Manager/GEST Program Manager – To Social Services Case Manager – 01/31/22 – GEST Program Contract ended

OTHER ACTIONS:

- 6. Veronica Hernandez – Health and Emergency Services – Client Outreach Specialist – 01/31/22 – From Health Equity IMM Fund – To ELC Plus Fund – Change in fund code

**FEBRUARY 15, 2022**

DEPARTURES:

- 1. John Scott – Public Works – Automotive Mechanic – 05/02/22 – Public Works Fund – DOH 04/02/13
- 2. Casey Clifton – Community Development – Building Safety Specialist – 01/28/22 – General Fund – DOH 01/20/20



3. Iris Bost – Health and Emergency Services – Animal Control Officer – 02/07/21 – Rabies Control Fund – DOH 09/07/21

NEW HIRES:

4. Elizabeth Beltran – Recorder's Office – Recorder's Clerk – 02/22/22 – General Fund – Replacing Stephanie Johnson

END PROBATIONARY PERIOD:

5. Danielle Dewees – Health and Emergency Services – Community Health Policy Analyst – 02/02/22 – Teen Pregnancy Prevention Services Fund

6. Bonnie Wolff – Recorder's Office – Recorder's Clerk – 02/28/22 – General Fund

7. Allison Torres – Community Services – Administrative Assistant – 02/02/22 – Supplemental Nutrition Assistance Program Fund

8. Connie Dedrick – Community Development – Senior Planner – 01/19/22 – General Fund

DEPARTMENTAL TRANSFERS:

9. Khristina Knox – Facilities and Land Management – From Executive Administrative Assistant – To Fiscal Services Manager – 02/14/22 – Facilities Management Fund – Replacing Brittnia Morrissey

OTHER ACTIONS:

10. James Lahti – Sheriff's Office – Deputy Sheriff – 02/01/22 – General Fund – Step increase

11. Justin Montijo – Sheriff's Office – Deputy Sheriff – 03/02/22 – General Fund – Step increase

12. Carter Tatum – Sheriff's Office – Deputy Sheriff – 02/17/22 – General Fund – Step increase

13. Brent Stamper – Sheriff's Office – Deputy Sheriff – 02/15/22 – General Fund – Step increase

14. James Cross – Sheriff's Office – Deputy Sheriff – 02/22/22 – General Fund – Step increase

15. Cole LaBonte – Sheriff's Office – Deputy Sheriff Sgt. – 03/29/22 – General Fund – Step increase

16. Thor Nudson – Sheriff's Office – Deputy Sheriff Sgt. – 12/10/21 – General Fund – Step increase

17. Matthew Havey – Sheriff's Office – Deputy Sheriff Sgt. – 01/04/22 – General Fund – Step increase

18. Christine Garrett – Sheriff's Office – Deputy Sheriff Sgt. – 12/24/21 – General Fund – Step increase

19. Chance Creasy – Sheriff's Office – Deputy Sheriff – 12/22/21 – General Fund – Step increase

20. Phillip Smith – Sheriff's Office – Deputy Sheriff – 01/02/22 – General Fund – Step increase

21. Adam Winget – Sheriff’s Office – Deputy Sheriff – 10/29/21 – General Fund – Step increase
22. Chebel Trimble – Sheriff’s Office – Deputy Sheriff – 11/11/21 – General Fund – Step increase
23. Andrew Marchesseault – Sheriff’s Office – Deputy Sheriff Detective – 10/29/21 – General Fund – Step increase
24. Cody Thomason – Sheriff’s Office – Deputy Sheriff – 08/25/21 – General Fund – Step increase
25. Eric Avalos – Sheriff’s Office – Deputy Sheriff – 12/18/21 – General Fund – Step increase
26. Christopher Sanks – Sheriff’s Office – Deputy Sheriff – 01/09/22 – General Fund – Step increase
27. Sasa Kuzmanovic – Sheriff’s Office – Deputy Sheriff – 09/23/21 – General Fund – Step increase
28. Mark Highstreet II – Sheriff’s Office – Deputy Sheriff – 11/27/21 – General Fund – Step increase
29. Brian Dirks – Sheriff’s Office – Deputy Sheriff – 01/03/22 – Sheriff BLESF Program (.99)/General (.01) Funds – Step increase

REQUEST TO POST:

30. Health and Emergency Services – Animal Control Officer – Vacated by Iris Bost

**FEBRUARY 22, 2022**

DEPARTURES:

1. C. Lynn Clark – Public Works – Temporary Equipment Operator – 02/04/22 – Recycling and Landfill Management Fund – DOH 01/31/22
2. Megan Cook – Sheriff’s Office – Detention Officer – 12/20/21 – General Fund – DOH 07/06/20

NEW HIRES:

3. Timothy Branson II – Library District – From Temporary Worker – To IT Support Specialist – 02/28/22 – Library Assistance Fund – Replacing Derek Riggs
4. Ashley Kelley – Sheriff’s Office – 911 Dispatcher – 02/19/22 – General Fund – Replacing Chelsea MacAuley

END PROBATIONARY PERIOD:

5. Gretchen Goslin – Sheriff’s Office – Detention Officer – 03/01/22 – General Fund
6. Amos Smith – Sheriff’s Office – Detention Officer – 03/01/22 – General Fund
7. Zackary Pearson – Assessor’s Office – Mapping Technician – 02/28/22 – General Fund
8. Malini Patel – Health and Emergency Services – Community Health Policy Analyst – 01/19/22 – Health Equity IMM Fund

9. Manuel Riddle – Health and Emergency Services – Animal Control Officer – 03/07/22 – Rabies Control Fund

OTHER ACTIONS:

10. Juley Bocardo-Homan – Human Resources – Deputy Director Human Resources and Risk Management – 02/14/22 – General Fund – Reclassification

REQUEST TO POST:

11. Facilities and Land Management – Executive Administrative Assistant – Vacated by Khristina Knox

**D. Approval of finance reports/demands/transfers for the reporting period of February 1, 2022, through February 28, 2022.**

Approve demands and budget amendments for operating transfers. Warrant numbers 313999 through 314045, 314047 through 314096, 314098 through 314290, 314292 through 314385, and 314387 through 314483 totaling \$4,402,702.11 for the period 02-01-22 through 02-28-22.

Pursuant to A.R.S. §11-217(D), the published minutes shall include all demands and warrants approved by the Board in excess of one thousand dollars except those multiple demands and warrants from a single supplier or individual under one thousand dollars whose cumulative total exceeds one thousand dollars in a single reporting period shall also be published. **(A listing of issued warrants and voided warrants is permanently attached to these minutes.)**

**E. Acknowledgement of contracts under \$50,000 which have been approved by the County Manager for the month of February.**

Upon motion by Vice-Chairman Christensen, seconded by Supervisor Cline, the Board unanimously approved Consent Agenda items 5A through 5E.

**Item 6 – CALL TO THE PUBLIC: Call to the Public is held for public benefit to allow individuals to address the Board of Supervisors on any issue within the jurisdiction of the Board of Supervisors. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), at the conclusion of an open call to the public, individual members of the Board of Supervisors may respond to criticism made by those who have addressed the Board, may ask staff to review a matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.**

There were not any comments from the public.

**Item 7 – At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the County Manager may present a brief summary of current events. No action may be taken on the information presented.**

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

## **8. EXECUTIVE SESSION ITEMS:**

**A. Information/Discussion/Action to vote to go into executive session pursuant to A.R.S. §§ 38-431.03(A)(3) and (4) to discuss pending litigation in *Rivers Edge Payson, LLC v. Gila County*, Maricopa County Cause No. CV021-016013, formerly Gila County Cause No. CV202000114, settlement negotiations. (Jeff Dalton)**

Chairman Humphrey read aloud this agenda item and asked the Board members if they would like to vote to go into executive session regarding this matter. Upon motion by Supervisor Cline, seconded by Vice-Chairman Christensen, the Board unanimously voted to go into executive session at 11:39 a.m. to address item 8A.

Chairman Humphrey reconvened the Regular Meeting at 12:26 p.m. and he asked for a Board motion on item 8A.

Upon motion by Vice-Chairman Christensen, seconded by Supervisor Cline, the Board unanimously directed the Board's attorney to proceed as directed in the executive session.

There being no further business to come before the Board of Supervisors, Chairman Humphrey adjourned the meeting at 12:39 p.m.

APPROVED:

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Tim R. Humphrey, Chairman

ATTEST:

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Marian Sheppard, Clerk of the Board

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

Date: March 18, 2022

**TIM R. HUMPHREY**

Chairman

**MARIAN SHEPPARD**

Clerk of the Board

**STEVE CHRISTENSEN**

Vice-Chairman

By: Melissa Henderson

**WOODY CLINE**

Member

Gila County Courthouse  
Globe, Arizona

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PRESENT: Tim R. Humphrey, Chairman; Steve Christensen, Vice-Chairman (by phone); and, Woody Cline, Member

STAFF PRESENT: Jessica Scibelli, Senior Civil Deputy County Attorney (by phone); and Melissa Henderson, Deputy Clerk of the Board.

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

Chairman Humphrey called the Special Meeting to order at 10:00 a.m. this date in the Board of Supervisors' hearing room and James Menlove led the Pledge of Allegiance.

**Item 2 – REGULAR AGENDA ITEMS:**

**A. Information/Discussion/Action to withdraw Gila County from the Northeastern Arizona Local Workforce Development Area Intergovernmental Agreement, effective June 30, 2022, and to authorize the Chairman's signature on the Termination Notice as per the 100-day termination clause.**

James Menlove, County Manager, explained that the mission of the Northeastern Arizona Local Workforce Development Area is to facilitate business retention and growth by partnering with education, service agencies, and the business community to empower individuals with skills that promote self-sufficiency. Through the current Intergovernmental Agreement (IGA), none of the objectives are being met in Gila County. As far as anyone can tell at this point, Gila County is the only county to have signed the IGA and it appears that all funds are being spent only in Navajo County since the original IGA was created with Navajo, Gila, and Apache Counties. Apache County has not signed the agreement since 2015. Mr. Menlove further stated that the program

has received over 3 million dollars to date, and he believes that Gila County has received none of this funding. Mr. Menlove feels that the people of Gila County are suffering by not getting any of the benefits from the program and he recommended that the Board formally give notice to the State the Arizona and Navajo County that Gila County is withdrawing from the IGA.

Vice-Chairman Christensen asked if this program has cost the County and if the Workforce Development Board has been made aware of Gila County's concerns. Mr. Menlove replied that this is a federally funded program, and he has personally had conversations, months and days before this meeting, with the Workforce Board members and the other County Managers regarding concerns, asking questions, and requesting documentation that has not been provided.

Supervisor Cline stated that he would recuse himself from voting on this item because he is the Chairman of the Workforce Development Board; however, he requested to comment on the situation. Supervisor Cline stated that the members of the Workforce Board are good and hard-working people. He acknowledged that the Board needs some revamping, and it is understood that everyone has issues with the Board. It is his desire to make the program work with the IGA that is currently in place, so he does not want Gila County to withdraw at this time. Mr. Menlove stated that the program is a great program; however, it is a very cumbersome program to understand how the money can be spent. He suggested for Gila County to run its own program and "start fresh." He also commented that he was not completely opposed to continuing the working relationship with Apache and Navajo Counties if changes are made.

Discussion ensued as to the reason the time frame constraint was necessary. Mr. Menlove explained that because Gila County signed the IGA, it was necessary to formally withdraw from the agreement. He referred to the termination clause listed in Section XV of the IGA, which states, "*A county may withdraw by giving at least 100 days' notice of withdrawal prior to the beginning of a new program year. Program years are July 1 through June 30...*" He added that waiting an additional year to terminate the IGA was not in the best interest of Gila County. Mr. Menlove advised that a community center was created in Navajo County using federal WIOA (Workforce Innovation and Opportunity Act) funds at a cost of \$400,000. An old school was remodeled into the community center through a non-profit organization. Mr. Menlove further advised that he questioned Stephanie Ray, Northeastern Arizona Local Workforce Development Area Director, about this non-profit organization; however, Ms. Ray would not provide any documentation, even though the IGA specifies that this type of information would be provided when it is regarding expending WIOA funds.

Vice-Chairman Christensen made a motion to withdraw Gila County from the Northeastern Arizona Local Workforce Development Area Intergovernmental Agreement effective June 30, 2022, and to authorize the Chairman's signature on the Termination Notice as per the 100-day termination clause, which was seconded by Chairman Humphrey. Chairman Humphrey called for the vote. Vice-Chairman Christensen and Chairman Humphrey voted in favor of the motion, which passed. Supervisor Cline abstained from voting due to a conflict of interest.

Chairman Humphrey requested that Vice-Chairman Christensen continue the meeting as he had to leave. Chairman Humphrey and Jessica Scibelli, Senior Civil Deputy County Attorney, excused themselves from the meeting at 10:32 a.m.

Melissa Henderson, Deputy Clerk of the Board, requested that item 3 be skipped as there weren't any consent agenda items. She explained that it was left on the agenda due to an oversight.

**Item 3. CONSENT AGENDA ACTION ITEMS: (Any matter on the Consent Agenda will be removed from the Consent Agenda and discussed and voted upon as a regular agenda item upon the request of any member of the Board of Supervisors.)**

**Item 4 – CALL TO THE PUBLIC: Call to the Public is held for public benefit to allow individuals to address the Board of Supervisors on any issue within the jurisdiction of the Board of Supervisors. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), at the conclusion of an open call to the public, individual members of the Board of Supervisors may respond to criticism made by those who have addressed the Board, may ask staff to review a matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.**

There were not any comments from the public.

**Item 5 - At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the County Manager may present a brief summary of current events. No action may be taken on the information presented.**

The Supervisors did not provide a summary of current events.

There being no further business to come before the Board of Supervisors, Vice-Chairman Christensen adjourned the meeting at 10:36 a.m.



APPROVED:

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Tim R. Humphrey, Chairman

ATTEST:

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Marian Sheppard, Clerk of the Board

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

Date: March 29, 2022

**TIM R. HUMPHREY**

Chairman

**MARIAN SHEPPARD**

Clerk of the Board

**STEVE CHRISTENSEN**

Vice-Chairman

By: Marian Sheppard

**WOODY CLINE**

Member

Gila County Courthouse  
Globe, Arizona

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PRESENT: Tim R. Humphrey, Chairman; Steve Christensen, Vice-Chairman; and Woody Cline, Member

STAFF PRESENT: W. James Menlove, County Manager; Jessica Scibelli, Senior Civil Deputy County Attorney; Marian Sheppard, Clerk of the Board; and Melissa Henderson, Deputy Clerk of the Board

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

Chairman Humphrey called the Work Session to order at 10:00 a.m. this date in the Board of Supervisors' hearing room. Timothy Wright led the Pledge of Allegiance.

**Item 2 - REGULAR AGENDA ITEMS:**

**A. Information/Discussion to discuss any needed changes to the maps presented to the Board of Supervisors at its January 25, 2022, Work Session by the Gila County Redistricting Advisory Committee for possible redistricting of Supervisorial Districts, and any future related Board actions.**

Chairman Humphrey advised that he placed this item on the Board's meeting agenda for the Board to determine if there is a need for future Board actions regarding possible redistricting of the three supervisorial districts and disbanding the Gila County Redistricting Advisory Committee. He explained that during the Board of Supervisors' January 25, 2022, Work Session, the Gila County Redistricting Advisory Committee presented 3 maps to redraw the 3 supervisorial districts. At that meeting, it was learned that all 3 maps were based on 37 voting precincts instead of 39 voting precincts. Chairman Humphrey stated that he spoke with Bradley Beauchamp, Gila County Attorney, after the meeting. Mr. Beauchamp explained to Chairman Humphrey

that it would take a vote of the Board of Supervisors to change the voting precincts and that was not done, so the voting precincts remain at 39. The maps that were presented at this meeting were revised based on 39 voting precincts. Chairman Humphrey reviewed the current population within each supervisorial district, as follows: District 1 - 18,677; District 2 - 16,979; and District 3 - 17,616. He advised that the ideal population would be 17,557 for each District so they would have an equal population. The Board members reviewed a chart titled "Deviations from ideal map presented versus unchanged map." Information presented on that chart is as follows:

Map 8 Mod1 TSL15

District 1	+244/1.37% from ideal
District 2	-456/-2.57% from ideal
District 3	231/1.20% from ideal 3.94% from ideal

Map 2 Mod1

District 1	-76/-0.43% from ideal
District 2	153/0.86% from ideal
District 3	-76/-0.43 from ideal 1.29% from ideal

Map 8 Mod1

District 1	244/1.37% from ideal
District 2	529/2.98% from ideal
District 3	-772/-4.35% from ideal 7.33% from ideal

No Change

District 1	920/5.18% from ideal
District 2	-778/-4.38% from ideal
District 3	-141/-0.79% from ideal 9.56% from ideal

Chairman Humphrey stated, "...With 39 (voting precincts) you had to be at 10% to have to change, but at any percentage, you could change...We are just under 10%; we're at 9.56%, so we don't have to make a change...The fourth map (Map 8 Mod 1 TSL15), is what my assistant and I dabbled with..."

Chairman Humphrey called on Vice-Chairman Christensen for his comments. Vice-Chairman Christensen stated, "...I will say what I want done as it affects District 1. We aren't legally obligated to make a change. I would not select 'no change' as my first option, so I think a rebalance is in order. Map 8 Mod 1 is probably the most ideal percentage-wise, but not my first choice either. The reason I don't like it is because it affects District 1 in one way that is different than the other two; it takes away the Whispering Pines precinct. In all three

remaining, Zane Grey will go to District 3, which I will accept but don't want to give away more than that..."

Supervisor Cline stated, "District 3 is unique to the other two districts. I have all three reservations and I cannot split them. In order to balance, I know it is necessary to change. Our census really sucked this year; it wasn't a good census. Districts 2 and 1 have grown. We have had growth in 3, but not to that extent. Whispering Pines (to Vice-Chairman Christensen), I'm not sure I agree, but if we go with the least percentage rate, I'm good with that. If we want to go with Zane Gray, we can do that."

Jessica Scibelli, Senior Civil Deputy County Attorney, commented, "For Sadie's opinion, I mean for the Recorder's Office, they have quite the extensive list of things that they need to accomplish once these lines are adopted. So, there was also the issue of whether or not we were going to adopt new lines: 1), and then 2); whether or not these lines were going to be implemented. Now, if we don't change the lines at all, then we don't have that second issue, but I still do see that second issue being unresolved because if we are adopting the lines there's still that question of whether or not we want to implement them, which would then create a bunch of issues for the Recorder's Office. It has been decided, as far as the County Attorney's Office - our opinion is that the lines should not be implemented until the following election. Now that is definitely a decision for the Board to make if you guys want to finalize that decision that we have recommended, but Woody, as far as the designation of the precincts, that is something that should have been done in October. Being that was not re-done, our recommendation would be that we ratify that, so to speak, to adopt the precinct lines that we had before. We're going to go with the 37\* precinct lines. Now if you want to redistrict and make your tweaks here for the ideal percentage, then you can do so but that is not legally required for you."

**\*Sadie Bingham, Gila County Recorder, clarified that Ms. Scibelli meant to say 39 precinct lines, not 37, which Ms. Scibelli affirmed was correct.**

James Menlove, County Manager, stated, "I believe that the precinct lines can change in odd numbered years, so we're having this discussion now for adoption late summer, because we have to have with the new state law, we have to have these adopted by the end of June, first of July. They will go into effect the first of 2023, so that being an odd year, the precinct lines can change."

The Board members exchanged comments on the proposed maps. Vice-Chairman Christensen and Supervisor Cline agreed that Map 2 Mod 1 would be the best choice. Chairman Humphrey commented that he liked Map 8 Mod 1 TSL15. Chairman Humphrey received confirmation from the other Supervisors that they were comfortable moving forward with an action agenda item at a future Board meeting to choose one of the maps that were presented.

Jacque Sanders, Deputy County Manager/District Librarian, asked if the Board would like to provide direction to staff on whether there should be another round of public meetings to present these revised maps. She advised that a public meeting was held in San Carlos, but not in the White Mountains, so the plan would be to send a letter to each of the tribal councils with the revised maps to request their comments. She added that there was very little participation during the public meetings. Each Board member commented that they did not feel it was necessary to have more public meetings. All Board members were in support of sending a letter to each of the tribal councils asking for comments on the revised maps. Ms. Sanders advised that the revised maps would be posted on the front page of the County's website and on the County's GIS (Geographical Information System). Chairman Humphrey added that he would like there to be a deadline for the public to submit comments on the revised maps. He also would like the Gila County Redistricting Advisory Committee to be involved in receiving and answering any public comments that are received during the public comment period. Mr. Menlove acknowledged the direction to staff that was provided by the Board of Supervisors. Ms. Sanders advised that she would reach out to the newspapers and local radio stations in addition to the County's website to solicit comments on the revised maps. Supervisor Cline asked Ms. Sanders the length of time the Gila County Redistricting Advisory Committee would be needed before the Board disbands the Committee. Ms. Sanders replied that the Board could disband the Committee at any time; however, being that there would be a future agenda item to choose one of the maps, she offered that there could be an agenda item which directly follows that item to disband the Committee. Chairman Humphrey agreed with that suggestion.

**B. Information/Discussion regarding the needs of elected offices and County departments for the use of the Gila County Tommie Cline Martin Complex multi-use room.**

Chairman Humphrey advised that he's heard from several elected officials regarding use of the multi-purpose room in the new Gila County Tommie Cline Martin Complex in Payson. There are some unresolved scheduling issues, so Chairman Humphrey felt it was important to have this Work Session. Each Supervisor commented on wanting the meeting rooms in the new Complex to be utilized as much as possible.

Chairman Humphrey called on Timothy Wright, Gila County Superior Court Presiding Judge. Judge Wright commented that Bryan Chambers, Gila County Superior Court Judge, was present as were others from the Superior Court. Judge Wright first thanked the Board for taking the steps to construct the building. He advised the Board regarding the history of events to provide additional office space for the Court. Now that the County Complex has been completed, there is space for court activities. Judge Wright's position is that the Court should have priority access to the multi-use room on Wednesday

through Friday (W-F) and that Court staff scheduling use of the multi-use room on those days is necessary. Until the scheduling issue is resolved, Judge Write said he has provided Sherry Grice, Management Associate for the County Manager, dates the Court has hearings from the projected opening of the Complex in April through the end of August. The County Manager has assigned Ms. Grice responsibility for scheduling the multi-use room and other meeting rooms at the Complex. Judge Wright stated that with his proposed W-F schedule, it would allow anyone else to schedule the multi-use room on Monday and Tuesdays. He added that during times of elections, he understands that County Recorder Sadie Bingham and Elections Director Eric Mariscal will need access. He has spoken with Ms. Bingham and stated that the Court will accommodate those dates needed by Ms. Bingham and Mr. Mariscal. Judge Wright mentioned that for those days when a second judge is in Payson, the Court may need additional days than W-F. On the first and third day of the month there is opioid court, so the Court would need a second courtroom. He added that there is an office in the Complex that is labeled as Judge Bryan Chambers' office. Judge Wright advised that room will not be used full-time, so when it's not in use, he is willing to let others use the office. An in-depth conversation ensued between Judge Wright, Board members and County Manager James Menlove. Mr. Menlove pointed out that Ms. Grice has accommodated the Court for every request that has been made, so he feels she is best suited to continue being responsible for scheduling the multi-use room and other rooms within the Complex. The Board also inquired if the Court would fully utilize the multi-use room W-F and if that was not the case, they wanted to know how that would be handled. Judge Wright replied that if it was agreed that the Court would have priority access to the multi-use room W-F, he would make sure that it was used to capacity for those days. Judge Chambers addressed Mr. Menlove's comment that if more jury selection and jury trials were held at the Complex in Payson, then those people who live in Globe would have to travel to Payson. There was also mention of splitting the jury pool; however, Judge Chambers stated that is a separate issue. He stated, "What Judge Wright and I are saying and those that preceded us, we need to have a facility for certain periods of times to set jury trials in Payson...If we are able to do that, we can get on to whether or not it makes sense to split the jury pool." Judge Chambers advised that for 7-8 years, he provided legal counsel to the Board of Supervisors and whenever he runs into the Supervisors and others he worked with, they always mention how space is needed for the Court. He commented that he was impressed with Supervisor Tommie Cline Martin for her dedication to ensuring that the new Complex would have dedicated space for the Court. He stated, "I think she would be in favor of Court facilities in Payson." He added that the multi-use room was designed to be used as a courtroom. Judge Chambers ended his talk by saying, "I ask you to allow us to have dedicated time that we can schedule it and allow us to offer it if not being used." Ms. Bingham stated, "Originally, we didn't need the big room; we would use the voting room/conference room. When we talked to the architects, we said it must hold 50 and there is no way. They put a window to see all

confidential information. We can't share social security numbers, signatures, etc. All that is on the screen. They did not really listen to our needs. Voting cannot happen in a conference room that small when you have to have touch screens, drop boxes or a voter could walk off with the ballots..." Chairman Humphrey asked Ms. Bingham if she has scheduled the room for next July and October for elections to which Ms. Bingham replied in the affirmative. Vice-Chairman Christensen asked Ms. Bingham if these problems existed before the new Complex was built. Ms. Bingham replied that her office has always had an issue with space during elections; however, the previous Assessor allowed the use of his lobby for voting, so everything worked out. Vice-Chairman Christensen stated, "Because we created a new building, we created a new problem." Ms. Bingham further explained the current issues with the space she has been provided in the new Complex. She stated, "We can do it, but not in the space that has been provided to us." Security and traffic control were discussed. Ms. Bingham talked about the need to have separate entrances and exits during elections, and she questioned if there are security measures in place at the new Complex during elections. Judge Wright stated, "We anticipate working to have security. We have a grant application for metal detectors. Not only courts have security issues, but elections. The more departments we can put behind security, the better." Mr. Menlove assured everyone that the Facilities Management Department is working on security for the new Complex and security measures will be in place before the Complex is opened.

In readdressing the scheduling request of the Court, Mr. Menlove commented that awhile back when being approached about the Court's needs in the new Complex, one expectation was the multi-use room had to be used by the Court every single day of the week. Mr. Menlove stated that every request made by the Court for the next six months has been granted, so he doesn't understand there being an issue. Mr. Menlove also commented that he suggested to Judge Wright that the existing Superior Court facilities in Payson could be remodeled and that he offered to elevate that as a priority to be brought before the Board of Supervisors. He stated, "...There has been an offer by myself to address that and bring to you on where you want to prioritize that. I will hold to that." Mr. Menlove mentioned that the Sheriff's Office sally port has been constructed. Sarah White, Sheriff's Office Chief Administrator, added that the goal and plan between the Sheriff's Office and Judge Wright was that the Court would vacate the back courtroom and that space would then be used by the Sheriff's Office for criminal investigations and property evidence.

Chairman Humphrey recessed the meeting for a short break at 11:56 a.m. and he reconvened the meeting at 12:09 p.m.

Judge Wright stated, "...I will just clarify. We are not looking for every day. If the courtroom is open, and we have a high-profile case on a Monday or a Tuesday, we're going to be asking for that. The modification to our current



courtroom, we're all for that. It will improve our security and it also may take some pressure off. The current drawings would allow for an 8-person jury to sit in the room; they still couldn't be picked in that room. So, if we can say, we get the courtroom modified, we may be able to pick on a Wednesday and then move back to our current facility remodeled on a Thursday or a Friday. All things being equal, I'd rather be in the courtroom we're in now because that's close to all our resources. Our Clerk's Office is there; Anita's people are right there. When we go over to the new building, we're probably all going to have carts or something; I don't know how we're going to get all our things over there. We're very used to using our facilities. So again, we're trying to come up with collaborative solutions."

Chairman Humphrey asked Judge Wright if he thought progress has been made based on this discussion. Judge Wright replied that he doesn't know if progress has been made. He said the question is whether the Board should set a policy regarding the use of the multi-purpose room or direct the County Manager to continue working on the issue if the Board of Supervisors does not take a position. Chairman Humphrey replied that the Board doesn't want to be involved in the scheduling of the Complex offices; however, if nothing can be resolved then the Board will get involved.

Vice-Chairman Christensen asked Judge Wright if his scheduling requests have been accommodated, other than the request to have the multi-use room every W-F. Judge Wright replied that as the Court has set trials in courts, Court staff has met with Ms. Grice, and she has accommodated those requests. As far as reoccurring dates for a second courtroom, dates in April through June have been requested but no other dates have been requested beyond that timeline. Vice-Chairman Christensen asked Judge Wright if being allowed to view the scheduling calendar would be beneficial. If there is a date needed, Court staff would then contact Ms. Grice to request it for the Court. Judge Wright replied that was a possibility; however, he felt it would add another person into their scheduling equation. He stated, "...If we just knew those 3 days, we have priority; if someone (unfinished). If we have priority scheduling, and someone calls and says, 'Can we do this?' we are going to accommodate it the best we can. If we can accommodate it, we will get it on our schedule and then we won't schedule over that...It's really two things, the scheduling, and the days...I truly believe both are important because if we have priority on days, it makes sense to schedule them. Then that way everybody knows if you need it on that day, you go to that spot for it; if you need it on the day, you go that way." Vice-Chairman Christensen stated, "I think we need to seek additional adjustments to the schedule..." Judge Wright reiterated that the Court would like priority days on scheduling.

Mr. Menlove added that the Facilities Management Department has been researching scheduling software programs for all County facilities. The Administrative Team received a demonstration of some software a few weeks

ago and it will decide tomorrow whether to move forward with purchasing that software. Supervisor Cline stated, "We've kicked this around long enough. With all those in this room, we will make this work and won't have to draft a policy on this."

**Item 3 – CALL TO THE PUBLIC: Call to the Public is held for public benefit to allow individuals to address the Board of Supervisors on any issue within the jurisdiction of the Board of Supervisors. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), at the conclusion of an open call to the public, individual members of the Board of Supervisors may respond to criticism made by those who have addressed the Board, may ask staff to review a matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.**

There were not any comments from the public.

**Item 4 – At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the County Manager may present a brief summary of current events. No action may be taken on the information presented.**

The County Manager and each Supervisor provided a summary of current events.

There being no further business to come before the Board of Supervisors, Chairman Humphrey adjourned the meeting at 12:43 p.m.

APPROVED:

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Tim R. Humphrey, Chairman

ATTEST:

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Marian Sheppard, Clerk of the Board

**ARF-7235**

**Consent Agenda Item 4. D.**

**Regular BOS Meeting**

**Meeting Date:** 04/19/2022

**Reporting Period:** Human Resources Department Monthly Reports for March 2022

**Submitted For:** Erica Raymond, Human Resources Assistant Sr.

**Submitted By:** Erica Raymond, Human Resources Assistant Sr.

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**Information**

**Subject**

Human Resources Department Monthly Reports for March 2022.

**Suggested Motion**

Approval of the monthly activity reports submitted by the Human Resources Department for March 2022.

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**Attachments**

HR Summary Report

03/01/22 Human Resources Report

03/08/22 Human Resources Report

03/15/22 Human Resources Report

03/22/22 Human Resources Report

03/29/22 Human Resources Report

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**HUMAN RESOURCES ACTION ITEMS**  
**MARCH 1, 2022**

**DEPARTURES:**

1. Alexis Casillas – Globe Justice Court – Justice Court Clerk – 02/14/22 – General Fund – DOH 02/14/22
2. Kristin Stevens – Globe Justice Court – Justice Court Clerk – 02/22/22 – General Fund – DOH 10/11/21
3. Sharon Listiak – Health and Emergency Services – PHEP Coordinator – 03/01/22 – Public Health  
Emergency Preparedness Fund – DOH 02/04/08

**NEW HIRES:**

4. Rachel Hansen – Public Works – Civil Engineer – 06/06/22 – Public Works Fund – Replacing Curtis  
Ward

**TEMPORARY HIRES TO COUNTY SERVICES:**

5. Cindie Bright – Public Works – Temporary Scalehouse Attendant – 02/28/22 – Recycling and Landfill  
Management Fund

**END PROBATIONARY PERIOD:**

6. Nicholas Campagna – Health and Emergency Services – Animal Control Officer – 03/13/22 – Rabies  
Control Fund

**DEPARTMENTAL TRANSFERS:**

7. Jerry M. Moore – From Facilities and Land Management – To Community Development – From  
Building Maintenance Supervisor – To Building Safety Specialist – 02/28/22 – From Facilities and Land  
Management Fund – To General Fund – Replacing Casey Clifton

**OTHER ACTIONS:**

8. Michael O'Driscoll – Health and Emergency Services – Director Health and Emergency Services –  
02/28/22 – From Expanded Lab Capacity Fund – To Health Service Fund – Change in fund code
9. Joshua Beck – Health and Emergency Services – Deputy Director Health and Emergency Services –  
02/28/22 – Various Funds – Change in fund code

**REQUEST TO POST:**

10. Facilities and Land Management – Building Maintenance Supervisor – Vacated by Jerry M. Moore
11. Treasurer's Office – Accounting Clerk Specialist – Vacated by Pamela Alvino
12. Health and Emergency Services – Community Health Policy Analyst – Vacated by Jered Garcia and  
Katrin Barajas
13. School Superintendent's Office – Accounting Clerk – Vacated by Margie Velasquez
14. Library District – Grant Project Coordinator – Vacated by Adrea Ricke

**HUMAN RESOURCES ACTION ITEMS**  
**MARCH 8, 2022**

**NEW HIRES:**

1. James Sullivan – Assessor’s Office – Field Data Technician – 03/14/22 – General Fund – Replacing Michael Killion
2. Eilidh Fischbeck – Sheriff’s Office – Human Resources Liaison – 02/28/22 – General Fund – Replacing Patricia Johnson

**END PROBATIONARY PERIOD:**

3. Patricia Ortega – Public Fiduciary – Public Fiduciary Services Specialist – 03/13/22 – General Fund

**OTHER ACTIONS:**

4. Gretchen Goslin – Sheriff’s Office – From Detention Officer – To Detention Officer(.48) – 03/14/22 – General Fund – Change in hours from 40 to 19 hours a week
5. Edward Reyes – Probation – Deputy Probation Officer IV – 03/14/22 - General Fund – Change in fund code
6. Lynn Dee Trimble – Probation – Fiscal/Grant Services Manager – 03/14/22 – General(.70)/Diversion Intake(.30) Funds – To Various Funds – Change in fund code
7. Jessica Valgento – Health and Emergency Services – Community Health Policy Analyst – 02/28/22 – From Prescription Drug Overdose Prevention Fund – To Suicide Mortality Review Fund – Change in fund code

**HUMAN RESOURCES ACTION ITEMS**  
**MARCH 15, 2022**

**DEPARTURES:**

1. Gretchen Goslin – Sheriff's Office – Detention Officer – 03/07/22 – General Fund – DOH 03/01/21
2. Bobbi Jo Palmer – County Attorney's Office – Legal Secretary – 04/01/22 – Diversion Program CA Fund – DOH 10/09/17
3. Brian Dirks – Sheriff's Office – Deputy Sheriff – 05/01/22 – General(.01)/Sheriff BLESF Program(.99) Funds – DOH 07/03/14
4. Christopher Powell – Sheriff's Office – Detention Officer Sgt. – 02/25/22 – General Fund – DOH 03/21/16

**NEW HIRES:**

5. Samuel Bruno – Public Works – Automotive Mechanic – 03/14/22 – Fleet Management Fund – Replacing Christopher Heath
6. Justin Wilson – Public Works – Automotive Mechanic – 04/11/22 – Public Works Fund – Replacing Jeffery Brown

**END PROBATIONARY PERIOD:**

7. Jasmine Shults – Public Works – Scalehouse Attendant – 03/27/22 – Recycling and Landfill Management Fund
8. Michael Roybal – Computer Services – Director Information Technology – 03/27/22 - General Fund
9. Ashley Lopez – Globe Justice Court – Justice Court Clerk – 03/15/22 – General Fund

**OTHER ACTIONS:**

10. Betty Hurst – Finance – From Contracts Administrator – To Purchasing and Contracts Manager – 03/14/22 – General Fund – Reclassification
11. Maryn Belling – Finance – Deputy Director Finance – 03/14/22 - General Fund – Reclassification
12. Angel Hooke – Probation – Surveillance Officer – 03/14/22 – Various Funds – Change in fund code

**REQUEST TO POST:**

13. County Attorney's Office – Legal Secretary – Vacated by Bobbi Jo Palmer



**HUMAN RESOURCES ACTION ITEMS**  
**MARCH 22, 2022**

**DEPARTURES:**

1. Gosia Zawislak – County Attorney’s Office – Deputy County Attorney – 03/11/22 – General Fund – DOH 11/22/21
2. Stephanie Casillas – Sheriff’s Office – 911 Dispatcher – 03/23/22 – General Fund – DOH 12/20/04

**NEW HIRES:**

3. Ramon Hernandez – County Attorney’s Office – Diversion Officer – 03/28/22 – Diversion Program CA Fund – Replacing David Shaw
4. Jonathan Sukosky – Health and Emergency Services – Animal Control Officer – 03/28/22 – Rabies Control Fund – Replacing Iris Bost
5. John Martinez – Globe Justice Court – Justice Court Clerk – 03/28/22 – General Fund – Replacing Kristin Stevens
6. Megan Giorsetti – Globe Justice Court – Justice Court Clerk – 03/28/22 – General Fund – Replacing Alexis Casillas
7. Sonia Boyd – Public Fiduciary – Public Fiduciary Services Specialist – 03/28/22 – General Fund – Replacing Patricia Loos

**OTHER ACTIONS:**

8. Karen Agüero-Ponce – Health and Emergency Services – Public Health Immunization Coordinator – 03/14/22 – From COVID-19 Immunizations Fund – To Population Health Initiative Fund – Change in fund code
9. Carter Tatum – Sheriff’s Office – Deputy Sheriff – 03/07/22 – General Fund – Change in overtime fund code
10. Chebel Trimble – Sheriff’s Office – Deputy Sheriff – 03/07/22 – General Fund – Change in overtime fund code
11. Eric Avalos – Sheriff’s Office – Deputy Sheriff – 02/21/22 – General Fund – Change in overtime fund code
12. James Lahti – Sheriff’s Office – Deputy Sheriff – 03/07/22 – General Fund – Change in overtime fund code
13. Christopher Sanks – Sheriff’s Office – Deputy Sheriff – 03/07/22 – General Fund – Change in overtime fund code
14. Thor Nudson – Sheriff’s Office – Deputy Sheriff Sgt. – 03/07/22 – General Fund – Change in overtime fund code
15. Jessen Gillespie – Sheriff’s Office – Deputy Sheriff – 03/07/22 – General Fund – Change in overtime fund code
16. Justin Montijo – Sheriff’s Office – Deputy Sheriff – 03/03/22 – General Fund – Change in overtime fund code
17. Justin Montijo – Sheriff’s Office – Deputy Sheriff – 01/31/22 – General Fund – Change in overtime fund code
18. Matthew Havey – Sheriff’s Office – Deputy Sheriff Sgt. – 03/07/22 – General Fund – Change in overtime fund code
19. Sasa Kuzmanovic – Sheriff’s Office – Deputy Sheriff – 03/07/22 – General Fund – Change in overtime fund code
20. Adam Winget – Sheriff’s Office – Deputy Sheriff – 03/07/22 – General Fund – Change in overtime fund code

**HUMAN RESOURCES ACTION ITEMS**  
**MARCH 29, 2022**

**DEPARTURES:**

1. Kathleen Lord Joerns – Probation – Deputy Probation Officer II – 03/24/22 – Adult Probation Service Fees(.55)/Drug Gang Violent Crime Probation(.45) Funds – DOH 03/20/00

**END PROBATIONARY PERIOD:**

2. Joseph Dickison – Facilities and Land Management – Director Facilities and Land Management – 03/13/22 – Facilities and Land Management
3. Marlisa Lux – Public Works – Administrative Clerk Specialist – 04/11/22 – Public Works Fund

**OTHER ACTIONS:**

4. Samuel Bruno – Public Works – Automotive Mechanic – 03/24/22 – Fleet Management Fund – Change in hire date from 03/14/22 to 03/24/22

**REQUEST TO POST:**

5. County Attorney's Office – Deputy County Attorney – Vacated by Gosia Zawislak

**ARF-7231**

**Consent Agenda Item 4. E.**

**Regular BOS Meeting**

**Meeting Date:** 04/19/2022

**Reporting Period:** March 1, 2022 - March 31, 2022

**Submitted For:** Amber Warden, Accounting Manager

**Submitted By:** Amber Warden, Accounting Manager

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**Information**

**Subject**

Finance reports/demands/transfers for the reporting period of March 1, 2022, through March 31, 2022.

**Suggested Motion**

Approval of finance reports/demands/transfers for the reporting period of March 1, 2022, through March 31, 2022.

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**Attachments**

Finance Report 03-01-22 to 03-31-22

Finance Report 03-01-22 to 03-31-22 Voids

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# Payment Register

From Payment Date: 3/1/2022 - To Payment Date: 3/31/2022

Number	Date	Source	Payee Name	Transaction Amount
JP Morgan AP - JP Morgan Accounts Payable				
<u>Check</u>				
314484	03/01/2022	Accounts Payable	Charles, Sean	\$422.75
314485	03/02/2022	Accounts Payable	Arizona Department of Administration	\$2,871.95
314487	03/04/2022	Accounts Payable	AMERICAN FAMILY LIFE ASSURANCE	\$3,687.52
314488	03/04/2022	Accounts Payable	ARIZONA LOCAL GOVT EMPLOYEE	\$234,723.48
314489	03/04/2022	Accounts Payable	ARIZONA STATE RETIREMENT	\$178,034.42
314490	03/04/2022	Accounts Payable	AZCOPS	\$13.50
314491	03/04/2022	Accounts Payable	COLONIAL SUPPLEMENTAL	\$4,473.96
314492	03/04/2022	Accounts Payable	CORP - AOC	\$20,190.96
314493	03/04/2022	Accounts Payable	CORP - DISPATCHER	\$511.84
314494	03/04/2022	Accounts Payable	CORRECTIONS OFFICER	\$7,276.36
314495	03/04/2022	Accounts Payable	ELECTED OFFICIALS DEFINED	\$31.00
314496	03/04/2022	Accounts Payable	ELECTED OFFICIALS RETIREMENT	\$13,361.27
314497	03/04/2022	Accounts Payable	EORP LEGACY	\$11,917.18
314498	03/04/2022	Accounts Payable	FRATERNAL ORDER OF POLICE	\$91.84
314499	03/04/2022	Accounts Payable	GILSBAR FSA	\$1,232.28
314500	03/04/2022	Accounts Payable	GILSBAR HSA	\$3,117.07
314501	03/04/2022	Accounts Payable	IVY FUNDS	\$567.50
314502	03/04/2022	Accounts Payable	JP MORGAN CHASE DOR	\$28,478.17
314503	03/04/2022	Accounts Payable	JP MORGAN CHASE FEDERAL TAX	\$76,971.66
314504	03/04/2022	Accounts Payable	JP MORGAN CHASE FICA EE	\$62,045.28
314505	03/04/2022	Accounts Payable	JP MORGAN CHASE FICA ER	\$62,045.28
314506	03/04/2022	Accounts Payable	JP MORGAN CHASE MEDICARE EE	\$14,666.86
314507	03/04/2022	Accounts Payable	JP MORGAN CHASE MEDICARE ER	\$14,666.86
314508	03/04/2022	Accounts Payable	METLIFE	\$400.00
314509	03/04/2022	Accounts Payable	MODERN WOODMEN OF AMERICA	\$7.17
314510	03/04/2022	Accounts Payable	NATIONWIDE RETIREMENT	\$4,126.50
314511	03/04/2022	Accounts Payable	NATIONWIDE RETIREMENT	\$6,956.63
314512	03/04/2022	Accounts Payable	NATIONWIDE TRUST Co FBO NRS	\$7,146.33
314513	03/04/2022	Accounts Payable	NORTHERN ARIZONA LAW	\$647.50
314514	03/04/2022	Accounts Payable	PUBLIC SAFETY PERSONNEL	\$20,899.42

# Payment Register

From Payment Date: 3/1/2022 - To Payment Date: 3/31/2022

314515	03/04/2022	Accounts Payable	SECURITY BENEFIT GROUP	\$3,043.33
314516	03/04/2022	Accounts Payable	SUPPORT PAYMENT	\$2,560.02
314517	03/04/2022	Accounts Payable	THUNDERBIRD COLLECTION SPEC	\$254.13
314518	03/04/2022	Accounts Payable	WI SCTF	\$265.97
314519	03/03/2022	Accounts Payable	A Foreign Language Service	\$130.00
314520	03/03/2022	Accounts Payable	Advantage Home Performance, Inc	\$9,188.50
314521	03/03/2022	Accounts Payable	Arizona State Prison Globe	\$422.00
314522	03/03/2022	Accounts Payable	Arizona Supreme Court	\$9,980.84
314523	03/03/2022	Accounts Payable	AT&T	\$35.32
314524	03/03/2022	Accounts Payable	Atomic Pest Control LLC	\$546.00
314525	03/03/2022	Accounts Payable	Bartling, Carolyn	\$71.20
314526	03/03/2022	Accounts Payable	Bassler, Douglas	\$400.00
314527	03/03/2022	Accounts Payable	City of Globe	\$100,000.00
314528	03/03/2022	Accounts Payable	Clark Arizona Legal Services PC	\$7,425.00
314529	03/03/2022	Accounts Payable	CRM of America LLC	\$2,258.69
314530	03/03/2022	Accounts Payable	Data Storage Centers, Inc.	\$391.75
314531	03/03/2022	Accounts Payable	Debrigida Law Offices PLLC	\$6,000.00
314532	03/03/2022	Accounts Payable	DJ's Companies, Inc.	\$469.04
314533	03/03/2022	Accounts Payable	Emily Danies Attorney at Law, LLC	\$6,000.00
314534	03/03/2022	Accounts Payable	Family Transitions	\$2,080.00
314535	03/03/2022	Accounts Payable	Flake, Brigham	\$543.35
314536	03/03/2022	Accounts Payable	Forms Management Services	\$6,122.43
314537	03/03/2022	Accounts Payable	Gila County Government	\$1.00
314538	03/03/2022	Accounts Payable	Gila County Government	\$1,873.46
314539	03/03/2022	Accounts Payable	Gila County Government	\$219,493.23
314540	03/03/2022	Accounts Payable	Gila Sweeping LLC	\$475.00
314541	03/03/2022	Accounts Payable	Globe-Miami Regional Chamber of	\$300.00
314542	03/03/2022	Accounts Payable	GreatAmerica Leasing Corporation	\$780.10
314543	03/03/2022	Accounts Payable	Guild Consulting LLC	\$14,700.00
314544	03/03/2022	Accounts Payable	Haverland, Mike , Lance	\$78.75
314545	03/03/2022	Accounts Payable	HERNANDEZ, CHRISTOPHER, J	\$124.80
314546	03/03/2022	Accounts Payable	Iron Mountain	\$365.61
314547	03/03/2022	Accounts Payable	JaLin Enterprises Inc.	\$1,602.72
314548	03/03/2022	Accounts Payable	Jani-Serv, Inc	\$15,843.70

# Payment Register

From Payment Date: 3/1/2022 - To Payment Date: 3/31/2022

314549	03/03/2022	Accounts Payable	JCloud Law PLLC	\$5,000.00
314550	03/03/2022	Accounts Payable	KACHINA PROPERTIES	\$1,350.00
314551	03/03/2022	Accounts Payable	LBISat LLC	\$152.00
314552	03/03/2022	Accounts Payable	Maxim Staffing Solutions	\$6,540.30
314553	03/03/2022	Accounts Payable	McCreary Group	\$492.80
314554	03/03/2022	Accounts Payable	Morse, Suzanne, L	\$100.00
314555	03/03/2022	Accounts Payable	MTE Communications	\$307.44
314556	03/03/2022	Accounts Payable	Munkelwitz, Trevor	\$150.00
314557	03/03/2022	Accounts Payable	Oil Price Information Service, LLC	\$529.25
314558	03/03/2022	Accounts Payable	Old Main Storage	\$351.50
314559	03/03/2022	Accounts Payable	Postnet	\$19.73
314560	03/03/2022	Accounts Payable	Quality Pumping	\$186.32
314561	03/03/2022	Accounts Payable	REGENERATE INTEGRATIVE	\$40.00
314562	03/03/2022	Accounts Payable	Rim Communications	\$1,443.19
314563	03/03/2022	Accounts Payable	Ripple , Denice	\$988.90
314564	03/03/2022	Accounts Payable	Rives, Larry, Leroy	\$1,129.04
314565	03/03/2022	Accounts Payable	Rohtert, Jannette, C	\$402.19
314566	03/03/2022	Accounts Payable	Sanders Family Transport	\$422.36
314567	03/03/2022	Accounts Payable	SENERGY PETROLEUM	\$14,851.38
314568	03/03/2022	Accounts Payable	Sparkletts Water	\$568.00
314569	03/03/2022	Accounts Payable	Stephen R. Jones Attorney at Law, PLLC	\$2,670.40
314570	03/03/2022	Accounts Payable	T-Mobile USA Inc.	\$224.20
314571	03/03/2022	Accounts Payable	The Arizona Partnership for	\$69.29
314572	03/03/2022	Accounts Payable	Tim's Tire , LLC	\$1,803.53
314573	03/03/2022	Accounts Payable	Tonto Rim Search & Rescue Squad Inc.	\$63.54
314574	03/03/2022	Accounts Payable	UniFirst Corporation	\$260.92
314575	03/03/2022	Accounts Payable	Universal Police Supply Company	\$6,553.03
314576	03/03/2022	Accounts Payable	VERIZON WIRELESS	\$24,068.89
314577	03/03/2022	Accounts Payable	Vidrine II, Kip	\$400.00
314578	03/03/2022	Accounts Payable	Gossman, Alexander , R	\$390.00
314579	03/07/2022	Accounts Payable	Advanced Controls Corporation	\$420.00
314580	03/07/2022	Accounts Payable	Advantage Home Performance, Inc	\$8,953.00
314581	03/07/2022	Accounts Payable	Advantage Home Performance, Inc	\$9,428.00
314582	03/07/2022	Accounts Payable	Advantage Home Performance, Inc	\$6,459.50

# Payment Register

From Payment Date: 3/1/2022 - To Payment Date: 3/31/2022

314583	03/07/2022	Accounts Payable	Alhambra Mobile Home Park & Storage LLC	\$1,000.00
314584	03/07/2022	Accounts Payable	Alliant Arizona Propane, LLC	\$2,978.54
314585	03/07/2022	Accounts Payable	Arizona Public Service	\$5,366.29
314586	03/07/2022	Accounts Payable	Arizona State Prison Globe	\$115.00
314587	03/07/2022	Accounts Payable	Arizona Water Company	\$1,662.82
314588	03/07/2022	Accounts Payable	Atomic Pest Control LLC	\$70.50
314589	03/07/2022	Accounts Payable	Bassler, Douglas	\$200.00
314590	03/07/2022	Accounts Payable	Belling , Maryn	\$72.98
314591	03/07/2022	Accounts Payable	CDW Government	\$14,710.69
314592	03/07/2022	Accounts Payable	Center for Disease Detection	\$124.50
314593	03/07/2022	Accounts Payable	Center Ridge Apartments LLLP	\$451.00
314594	03/07/2022	Accounts Payable	CenturyLink	\$908.28
314595	03/07/2022	Accounts Payable	CenturyLink Business Services	\$2,605.57
314596	03/07/2022	Accounts Payable	City of Globe	\$65.53
314597	03/07/2022	Accounts Payable	City of Globe	\$9,694.79
314598	03/07/2022	Accounts Payable	Cobre Valley Publishing	\$409.20
314599	03/07/2022	Accounts Payable	Cordant Health Solutions	\$1,068.45
314600	03/07/2022	Accounts Payable	CorEMR L.C.	\$250.00
314601	03/07/2022	Accounts Payable	CyberRisk Alliance LLC	\$12,500.00
314602	03/07/2022	Accounts Payable	Dease, Iona	\$2,700.00
314603	03/07/2022	Accounts Payable	Dependabel Door Systems LLC	\$1,722.94
314604	03/07/2022	Accounts Payable	Diana G. Montgomery, PLLC	\$1,900.00
314605	03/07/2022	Accounts Payable	Dixon Rock & Materials LLC	\$11,572.00
314606	03/07/2022	Accounts Payable	EarthQuest Plumbing & Pumping LLC	\$2,899.84
314607	03/07/2022	Accounts Payable	FedEx	\$7.38
314608	03/07/2022	Accounts Payable	Gale	\$474.72
314609	03/07/2022	Accounts Payable	Geiser, PLC, Raymond	\$11,454.00
314610	03/07/2022	Accounts Payable	Gila County Government	\$693.13
314611	03/07/2022	Accounts Payable	Griffin's Propane, Inc.	\$830.35
314612	03/07/2022	Accounts Payable	Hillyard-Flagstaff	\$318.58
314613	03/07/2022	Accounts Payable	HOV Services Inc.	\$1,056.00
314614	03/07/2022	Accounts Payable	Interstate Copy Shop	\$48.20
314615	03/07/2022	Accounts Payable	Iron Mountain	\$357.02
314616	03/07/2022	Accounts Payable	Johnston, Sherwood	\$80.99



# Payment Register

From Payment Date: 3/1/2022 - To Payment Date: 3/31/2022

314617	03/07/2022	Accounts Payable	Jonathan L. Warshaw	\$6,000.00
314618	03/07/2022	Accounts Payable	King, Joanie , S	\$124.60
314619	03/07/2022	Accounts Payable	Kings Regiment Investigations LLC	\$350.00
314620	03/07/2022	Accounts Payable	KOBZA, TAYLOR	\$72.98
314621	03/07/2022	Accounts Payable	Konica Minolta Business Solutions	\$31.58
314622	03/07/2022	Accounts Payable	KS StateBank	\$169.13
314623	03/07/2022	Accounts Payable	Lamont Mortuary of Globe	\$340.00
314624	03/07/2022	Accounts Payable	Law Office of David W Bell LLC	\$3,000.00
314625	03/07/2022	Accounts Payable	Law Office of Samantha Sue Elledge,	\$1,852.88
314626	03/07/2022	Accounts Payable	MARCHESSEAU, ANDREW, DAVID	\$129.00
314627	03/07/2022	Accounts Payable	METRO FIRE EQUIPMENT INC	\$791.58
314628	03/07/2022	Accounts Payable	MOORES, TRENT	\$98.52
314629	03/07/2022	Accounts Payable	Payson Roundup	\$12,427.90
314630	03/07/2022	Accounts Payable	Pleasant Valley Community Medical	\$150.00
314631	03/07/2022	Accounts Payable	Poarch, Tiffany, A	\$170.00
314632	03/07/2022	Accounts Payable	Policy Development Group Inc.	\$5,000.00
314633	03/07/2022	Accounts Payable	Progent Corp	\$339.00
314634	03/07/2022	Accounts Payable	Ricoh USA, Inc.	\$69.26
314635	03/07/2022	Accounts Payable	Shred-It	\$198.75
314636	03/07/2022	Accounts Payable	Southwest Gas	\$4,585.19
314637	03/07/2022	Accounts Payable	Sparkletts Water	\$119.75
314638	03/07/2022	Accounts Payable	Sparklight	\$231.43
314639	03/07/2022	Accounts Payable	State of Arizona	\$117,767.00
314640	03/07/2022	Accounts Payable	T-Mobile USA Inc.	\$66.36
314641	03/07/2022	Accounts Payable	Town of Payson	\$1,035.05
314642	03/07/2022	Accounts Payable	UniFirst Corporation	\$76.83
314643	03/07/2022	Accounts Payable	US POSTAL SERVICE POSTAGE BY	\$4,083.00
314644	03/07/2022	Accounts Payable	US POSTAL SERVICE POSTAGE BY	\$500.00
314645	03/07/2022	Accounts Payable	VERIZON WIRELESS	\$1,652.61
314646	03/07/2022	Accounts Payable	Waters Sparkletts of Payson, LLC	\$15.00
314647	03/07/2022	Accounts Payable	Wisdom, Edward, E	\$253.90
314648	03/07/2022	Accounts Payable	Wowza LLC	\$159,281.58
314649	03/07/2022	Accounts Payable	Wrangler Plumbing Inc.	\$596.25
314650	03/09/2022	Accounts Payable	Lessard, Steven	\$37.27

# Payment Register

From Payment Date: 3/1/2022 - To Payment Date: 3/31/2022

314651	03/09/2022	Accounts Payable	UniFirst Corporation	\$251.33
314652	03/09/2022	Accounts Payable	Waggoner, Cassie	\$309.77
314653	03/09/2022	Accounts Payable	Advanced Controls Corporation	\$1,661.08
314654	03/09/2022	Accounts Payable	Advantage Home Performance, Inc	\$8,000.00
314655	03/09/2022	Accounts Payable	ALL COPY PRODUCTS INC	\$910.59
314656	03/09/2022	Accounts Payable	Arizona Counties Insurance Pool	\$13,265.18
314657	03/09/2022	Accounts Payable	Arizona Department of Revenue	\$529.58
314658	03/09/2022	Accounts Payable	Arizona Public Service	\$36,756.02
314660	03/09/2022	Accounts Payable	Bartling, Carolyn	\$284.80
314661	03/09/2022	Accounts Payable	Bassler, Douglas	\$207.00
314662	03/09/2022	Accounts Payable	Benedetto, Malinda	\$456.10
314663	03/09/2022	Accounts Payable	Bernays, Michael, B	\$6,000.00
314664	03/09/2022	Accounts Payable	BI Inc	\$112.91
314665	03/09/2022	Accounts Payable	CenturyLink	\$1,222.32
314666	03/09/2022	Accounts Payable	CenturyLink	\$611.34
314667	03/09/2022	Accounts Payable	Cobre Valley Publishing	\$1,590.00
314668	03/09/2022	Accounts Payable	Cordant Health Solutions	\$615.71
314669	03/09/2022	Accounts Payable	Core Construction, Inc.	\$52,504.87
314670	03/09/2022	Accounts Payable	CORP - AOC	\$439.15
314671	03/09/2022	Accounts Payable	Crafco	\$15,280.66
314672	03/09/2022	Accounts Payable	Dixon Rock & Materials LLC	\$8,000.00
314673	03/09/2022	Accounts Payable	Dollywood Foundation	\$3,287.15
314674	03/09/2022	Accounts Payable	Flake, Brigham	\$200.00
314675	03/09/2022	Accounts Payable	Gila County Government	\$15.00
314676	03/09/2022	Accounts Payable	Globe-Miami Regional Chamber of	\$75.00
314677	03/09/2022	Accounts Payable	Green Valley Water	\$160.45
314678	03/09/2022	Accounts Payable	Haverland, Mike , Lance	\$75.00
314679	03/09/2022	Accounts Payable	Hillyard-Flagstaff	\$260.24
314680	03/09/2022	Accounts Payable	Irish, Daniel	\$213.60
314681	03/09/2022	Accounts Payable	JaLin Enterprises Inc.	\$890.40
314682	03/09/2022	Accounts Payable	JC Wordsmith Translation &	\$1,530.00
314683	03/09/2022	Accounts Payable	JW Fansler Resources LLC	\$71,410.00
314684	03/09/2022	Accounts Payable	Kao, Nikki	\$175.00
314685	03/09/2022	Accounts Payable	Kenz & Leslie of Arizona, Inc.	\$184.38

# Payment Register

From Payment Date: 3/1/2022 - To Payment Date: 3/31/2022

314686	03/09/2022	Accounts Payable	KMOG Radio	\$200.00
314687	03/09/2022	Accounts Payable	Konica Minolta Business Solutions	\$2,503.55
314688	03/09/2022	Accounts Payable	Language Line Services, Inc.	\$172.92
314689	03/09/2022	Accounts Payable	Law Office of John S. Perlman, LLC	\$1,330.00
314690	03/09/2022	Accounts Payable	Lessard, Steven	\$351.16
314691	03/09/2022	Accounts Payable	McCreary Group	\$116.60
314692	03/09/2022	Accounts Payable	OffenderWatch	\$35.00
314693	03/09/2022	Accounts Payable	Office Depot	\$70.92
314694	03/09/2022	Accounts Payable	Payson Roundup	\$1,027.77
314695	03/09/2022	Accounts Payable	Pegboard	\$480.50
314696	03/09/2022	Accounts Payable	Pima County Government	\$20.00
314697	03/09/2022	Accounts Payable	Pine-Strawberry Water Improvement District	\$78.16
314698	03/09/2022	Accounts Payable	Quadient Leasing USA, Inc.	\$1,676.38
314699	03/09/2022	Accounts Payable	Ripple , Denice	\$1,491.10
314700	03/09/2022	Accounts Payable	Roosevelt Lake Inn LLC	\$248.00
314701	03/09/2022	Accounts Payable	Salt River Project	\$810.34
314702	03/09/2022	Accounts Payable	San Carlos Apache Tribe	\$483.63
314703	03/09/2022	Accounts Payable	SENERGY PETROLEUM	\$37,140.21
314704	03/09/2022	Accounts Payable	Sparkletts Water	\$30.25
314705	03/09/2022	Accounts Payable	Sparklight	\$3,221.75
314706	03/09/2022	Accounts Payable	Suddenlink	\$1,000.00
314707	03/09/2022	Accounts Payable	Suddenlink	\$114.45
314708	03/09/2022	Accounts Payable	Superior Environmental Solutions, Inc.	\$330.63
314709	03/09/2022	Accounts Payable	Swinney, Michael, A	\$180.00
314710	03/09/2022	Accounts Payable	T-Mobile USA Inc.	\$65.99
314711	03/09/2022	Accounts Payable	TBS Waste LLC	\$110.00
314712	03/09/2022	Accounts Payable	Thomson Reuters West	\$3,311.32
314713	03/09/2022	Accounts Payable	Trinity Services Group, Inc.	\$64,036.04
314714	03/09/2022	Accounts Payable	Triplet Mountain Communications, Inc.	\$6,048.07
314715	03/09/2022	Accounts Payable	UniFirst Corporation	\$402.56
314716	03/09/2022	Accounts Payable	US Imaging Inc.	\$281.20
314717	03/09/2022	Accounts Payable	Vidrine II, Kip	\$200.00
314718	03/09/2022	Accounts Payable	Waste Management of Arizona, Inc.	\$393.56
314719	03/09/2022	Accounts Payable	Westwood Pharmacy	\$9,283.99

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314720	03/09/2022	Accounts Payable	Wilson Investigative Services	\$400.00
314721	03/09/2022	Accounts Payable	Wrangler Plumbing Inc.	\$465.98
314722	03/11/2022	Accounts Payable	Advantage Home Performance, Inc	\$6,246.50
314723	03/11/2022	Accounts Payable	Arizona Department of Environmental Quality	\$1,000.04
314724	03/11/2022	Accounts Payable	Arizona State Prison Globe	\$475.00
314725	03/11/2022	Accounts Payable	Arizona Supreme Court	\$46,082.51
314726	03/11/2022	Accounts Payable	Burke, Ruth	\$114.76
314727	03/11/2022	Accounts Payable	C&M Communications LLC	\$771.06
314728	03/11/2022	Accounts Payable	Carahsoft Technology Corporation	\$618.75
314729	03/11/2022	Accounts Payable	CenturyLink	\$1,101.09
314730	03/11/2022	Accounts Payable	Channell, Regina	\$240.00
314731	03/11/2022	Accounts Payable	Cobre Valley Publishing	\$32.82
314732	03/11/2022	Accounts Payable	Community Bridges, Inc.	\$149.61
314733	03/11/2022	Accounts Payable	Copper State Sanitation, Inc	\$1,055.00
314734	03/11/2022	Accounts Payable	CORP - AOC	\$439.15
314735	03/11/2022	Accounts Payable	County of Graham	\$9,750.00
314736	03/11/2022	Accounts Payable	Digital Imaging Systems, LLC	\$15.01
314737	03/11/2022	Accounts Payable	Entenmann-Rovin Company	\$263.50
314738	03/11/2022	Accounts Payable	Flake, Brigham	\$224.06
314739	03/11/2022	Accounts Payable	Hayes Enterprises, Inc	\$20,000.00
314740	03/11/2022	Accounts Payable	Healthcare Medical Waste Services, Inc.	\$155.63
314741	03/11/2022	Accounts Payable	Heinfeld, Meech & Co., P.C.	\$825.00
314742	03/11/2022	Accounts Payable	James , Derek, C	\$4,220.00
314743	03/11/2022	Accounts Payable	JW Fansler Resources LLC	\$6,460.00
314744	03/11/2022	Accounts Payable	Laboratory Corporation of America	\$65.27
314745	03/11/2022	Accounts Payable	Law Offices of Daniel Thulin, LLC	\$2,100.00
314746	03/11/2022	Accounts Payable	Mata, Adrian, L	\$150.00
314747	03/11/2022	Accounts Payable	McCreary Group	\$191.80
314748	03/11/2022	Accounts Payable	Merck Sharp & Dohme Corp.	\$7,588.14
314749	03/11/2022	Accounts Payable	Motorola Solutions Inc	\$112,893.93
314750	03/11/2022	Accounts Payable	Nelson, Timothy	\$6,000.00
314751	03/11/2022	Accounts Payable	North Country HealthCare, Inc.	\$54.19
314752	03/11/2022	Accounts Payable	OffenderWatch	\$64.96
314753	03/11/2022	Accounts Payable	Payson Roundup	\$174.56

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314754	03/11/2022	Accounts Payable	PHOENIX DEFENSE LAW GROUP	\$1,000.00
314755	03/11/2022	Accounts Payable	Pinal County	\$9,369.00
314756	03/11/2022	Accounts Payable	Pioneer Title Agency Inc	\$360.00
314757	03/11/2022	Accounts Payable	R&M Repeater	\$1,367.74
314758	03/11/2022	Accounts Payable	Rim Country Regional Chamber of Commerce	\$10,000.00
314759	03/11/2022	Accounts Payable	Samaritan Veterinary Center	\$572.70
314760	03/11/2022	Accounts Payable	Sanofi Pasteur Inc.	\$220.80
314761	03/11/2022	Accounts Payable	Sentinel Technologies, Inc.	\$6,574.00
314762	03/11/2022	Accounts Payable	Sonora Behavioral Health Hospital, LLC	\$1,800.00
314763	03/11/2022	Accounts Payable	Sparkletts Water	\$45.50
314764	03/11/2022	Accounts Payable	Suddenlink	\$1,536.01
314765	03/11/2022	Accounts Payable	The University of Arizona	\$17,500.00
314766	03/11/2022	Accounts Payable	UniFirst Corporation	\$81.13
314767	03/11/2022	Accounts Payable	Waters Sparkletts of Payson, LLC	\$30.00
314768	03/11/2022	Accounts Payable	Wist Office Products Company	\$81.09
314769	03/15/2022	Accounts Payable	THE ARIZONA REPUBLIC	\$53.39
314770	03/15/2022	Accounts Payable	United States Postal Service	\$264.20
314771	03/15/2022	Accounts Payable	Vidrine II, Kip	\$200.00
314772	03/15/2022	Accounts Payable	Cellebrite Inc.	\$4,029.30
314773	03/15/2022	Accounts Payable	County Managers Association of Arizona	\$150.00
314774	03/15/2022	Accounts Payable	McClelland, Justin	\$67.50
314775	03/15/2022	Accounts Payable	Quality Pumping	\$180.61
314776	03/15/2022	Accounts Payable	Scott, Timothy, K	\$20.01
314777	03/15/2022	Accounts Payable	A Foreign Language Service	\$170.00
314778	03/15/2022	Accounts Payable	Alliant Arizona Propane, LLC	\$60.21
314779	03/15/2022	Accounts Payable	Arizona 811	\$54.94
314780	03/15/2022	Accounts Payable	Arizona Counties Insurance Pool	\$405.00
314781	03/15/2022	Accounts Payable	Arizona Public Service	\$672.44
314782	03/15/2022	Accounts Payable	Arizona Supreme Court	\$10,000.00
314783	03/15/2022	Accounts Payable	Braddock, Karrol, L	\$226.06
314784	03/15/2022	Accounts Payable	Bridge Communications, LLC.	\$675.00
314785	03/15/2022	Accounts Payable	Brown, Lori Lee	\$1,740.00
314786	03/15/2022	Accounts Payable	Brunson, Jeremy, L	\$150.00
314787	03/15/2022	Accounts Payable	Carlson, Christina	\$66.48

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314788	03/15/2022	Accounts Payable	CBI Security Service	\$14,905.98
314789	03/15/2022	Accounts Payable	CenturyLink	\$785.34
314790	03/15/2022	Accounts Payable	Collins & Collins, Attorneys At Law, LLP	\$10,754.00
314791	03/15/2022	Accounts Payable	COURTFUNDS	\$1,000.00
314792	03/15/2022	Accounts Payable	Cruz, Vicky Jo	\$8.00
314793	03/15/2022	Accounts Payable	Dell Marketing LP	\$9,171.49
314794	03/15/2022	Accounts Payable	EarthQuest Plumbing & Pumping LLC	\$1,620.00
314795	03/15/2022	Accounts Payable	Globe-Miami Regional Chamber of Commerce	\$525.00
314796	03/15/2022	Accounts Payable	Gonzales, Timothy, P	\$350.00
314797	03/15/2022	Accounts Payable	Gregan & Associates	\$6,000.00
314798	03/15/2022	Accounts Payable	Haverland, Mike , Lance	\$75.00
314799	03/15/2022	Accounts Payable	King, Joanie , S	\$178.89
314800	03/15/2022	Accounts Payable	Konica Minolta Business Solutions	\$3,721.34
314801	03/15/2022	Accounts Payable	McLarty, Robert, G	\$173.11
314802	03/15/2022	Accounts Payable	Modglin, Lisa, M	\$71.20
314803	03/15/2022	Accounts Payable	PRINE, DORINE	\$200.00
314804	03/15/2022	Accounts Payable	Ripple , Denice	\$3,790.90
314805	03/15/2022	Accounts Payable	Rives, Larry, Leroy	\$112.50
314806	03/15/2022	Accounts Payable	Sanders Family Transport	\$2,268.70
314807	03/15/2022	Accounts Payable	Sentinel Technologies, Inc.	\$568.75
314808	03/15/2022	Accounts Payable	Southwest Gas	\$212.68
314809	03/15/2022	Accounts Payable	Sparklight	\$190.69
314810	03/15/2022	Accounts Payable	Swinney, Michael, A	\$180.00
314811	03/15/2022	Accounts Payable	Thermo-Fluids, Inc.	\$166.32
314812	03/15/2022	Accounts Payable	Trinity Services Group, Inc.	\$4,585.53
314813	03/15/2022	Accounts Payable	Waters Sparkletts of Payson, LLC	\$382.50
314814	03/15/2022	Accounts Payable	Wilson Investigative Services	\$400.00
314815	03/17/2022	Accounts Payable	Arizona Department of Public Safety	\$67.00
314816	03/17/2022	Accounts Payable	Arizona Department of Public Safety	\$67.00
314817	03/17/2022	Accounts Payable	International Association of Assessing Officers	\$240.00
314818	03/17/2022	Accounts Payable	Moore , Pat	\$51.62
314819	03/17/2022	Accounts Payable	Roosevelt Ranch	\$325.00
314820	03/17/2022	Accounts Payable	Samaritan Veterinary Center	\$79.00
314821	03/17/2022	Accounts Payable	Tatum, Carter	\$200.00

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314823	03/18/2022	Accounts Payable	AMERICAN FAMILY LIFE ASSURANCE	\$3,687.52
314824	03/18/2022	Accounts Payable	ARIZONA LOCAL GOVT EMPLOYEE	\$234,886.81
314825	03/18/2022	Accounts Payable	ARIZONA STATE RETIREMENT	\$179,761.69
314826	03/18/2022	Accounts Payable	AZCOPS	\$13.50
314827	03/18/2022	Accounts Payable	COLONIAL SUPPLEMENTAL	\$4,473.96
314828	03/18/2022	Accounts Payable	CORP - AOC	\$20,958.55
314829	03/18/2022	Accounts Payable	CORP - DISPATCHER	\$475.46
314830	03/18/2022	Accounts Payable	CORRECTIONS OFFICER	\$6,667.09
314831	03/18/2022	Accounts Payable	ELECTED OFFICIALS DEFINED	\$31.00
314832	03/18/2022	Accounts Payable	ELECTED OFFICIALS RETIREMENT	\$13,361.27
314833	03/18/2022	Accounts Payable	EORP LEGACY	\$11,905.74
314834	03/18/2022	Accounts Payable	FRATERNAL ORDER OF POLICE	\$104.96
314835	03/18/2022	Accounts Payable	GILSBAR FSA	\$1,232.28
314836	03/18/2022	Accounts Payable	GILSBAR HSA	\$3,117.07
314837	03/18/2022	Accounts Payable	IVY FUNDS	\$567.50
314838	03/18/2022	Accounts Payable	JP MORGAN CHASE DOR	\$28,232.50
314839	03/18/2022	Accounts Payable	JP MORGAN CHASE FEDERAL TAX	\$75,121.34
314840	03/18/2022	Accounts Payable	JP MORGAN CHASE FICA EE	\$61,321.42
314841	03/18/2022	Accounts Payable	JP MORGAN CHASE FICA ER	\$61,321.42
314842	03/18/2022	Accounts Payable	JP MORGAN CHASE MEDICARE EE	\$14,497.66
314843	03/18/2022	Accounts Payable	JP MORGAN CHASE MEDICARE ER	\$14,497.66
314844	03/18/2022	Accounts Payable	METLIFE	\$400.00
314845	03/18/2022	Accounts Payable	MODERN WOODMEN OF AMERICA	\$7.17
314846	03/18/2022	Accounts Payable	NATIONWIDE RETIREMENT	\$4,126.50
314847	03/18/2022	Accounts Payable	NATIONWIDE RETIREMENT	\$7,069.63
314848	03/18/2022	Accounts Payable	NATIONWIDE TRUST Co FBO NRS	\$6,793.39
314849	03/18/2022	Accounts Payable	NORTHERN ARIZONA LAW	\$647.50
314850	03/18/2022	Accounts Payable	PUBLIC SAFETY PERSONNEL	\$18,791.33
314851	03/18/2022	Accounts Payable	SECURITY BENEFIT GROUP	\$3,043.33
314852	03/18/2022	Accounts Payable	SUPPORT PAYMENT	\$2,560.02
314853	03/18/2022	Accounts Payable	THUNDERBIRD COLLECTION SPEC	\$254.13
314854	03/18/2022	Accounts Payable	WI SCTF	\$265.97
314855	03/17/2022	Accounts Payable	Arizona Public Service	\$382.91
314856	03/17/2022	Accounts Payable	Askew, Yvonne	\$100.00



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314857	03/17/2022	Accounts Payable	Brown, Lori Lee	\$300.00
314858	03/17/2022	Accounts Payable	Bryan, Michael	\$900.00
314859	03/17/2022	Accounts Payable	CenturyLink	\$782.39
314860	03/17/2022	Accounts Payable	Cobre Valley Publishing	\$60.41
314861	03/17/2022	Accounts Payable	Dell Marketing LP	\$42,081.00
314862	03/17/2022	Accounts Payable	Diamondback Police Supply Co INC	\$3,602.86
314863	03/17/2022	Accounts Payable	Dixon Rock & Materials LLC	\$25,000.00
314864	03/17/2022	Accounts Payable	DJ's Companies, Inc.	\$17,589.00
314865	03/17/2022	Accounts Payable	Family Transitions of Arizona, LLC	\$1,480.00
314866	03/17/2022	Accounts Payable	FLEMING, BREANNA	\$17.80
314867	03/17/2022	Accounts Payable	Gale	\$108.59
314868	03/17/2022	Accounts Payable	Gila County Government	\$5,000.00
314869	03/17/2022	Accounts Payable	Guevara, Tammy, C	\$38.75
314870	03/17/2022	Accounts Payable	Healthcare Medical Waste Services, Inc.	\$120.63
314871	03/17/2022	Accounts Payable	High Country Plumbing, Inc.	\$200.00
314872	03/17/2022	Accounts Payable	JaLin Enterprises Inc.	\$712.32
314873	03/17/2022	Accounts Payable	Kimley-Horn & Associates, Inc.	\$1,755.38
314874	03/17/2022	Accounts Payable	Matlock Gas & Equipment Company, Inc.	\$2,567.54
314875	03/17/2022	Accounts Payable	Merck Sharp & Dohme Corp.	\$101.14
314876	03/17/2022	Accounts Payable	Payson Justice Court	\$6.00
314877	03/17/2022	Accounts Payable	Payson Magistrate Court	\$10.30
314878	03/17/2022	Accounts Payable	Payson Roundup	\$400.78
314879	03/17/2022	Accounts Payable	Rim Country Camera Club	\$5,000.00
314880	03/17/2022	Accounts Payable	Rim Country Regional Chamber of Commerce	\$1,500.00
314881	03/17/2022	Accounts Payable	State of Arizona	\$2,270.00
314882	03/17/2022	Accounts Payable	TDS Telecom	\$113.99
314883	03/17/2022	Accounts Payable	Tioga Solor Gila, LLC	\$7,000.96
314884	03/17/2022	Accounts Payable	Udemy Inc	\$8,624.88
314885	03/17/2022	Accounts Payable	UniFirst Corporation	\$170.57
314886	03/17/2022	Accounts Payable	Universal Police Supply Company	\$10,377.06
314887	03/17/2022	Accounts Payable	Waste Management of Arizona, Inc.	\$159.50
314888	03/21/2022	Accounts Payable	Barry A. Standifird P.C.	\$9,000.00
314889	03/21/2022	Accounts Payable	Arizona Public Service	\$2,088.99
314890	03/21/2022	Accounts Payable	Arizona Water Company	\$73.62

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314891	03/21/2022	Accounts Payable	Atomic Pest Control LLC	\$100.00
314892	03/21/2022	Accounts Payable	Banner - University Medical Group	\$1,050.00
314893	03/21/2022	Accounts Payable	Bose Public Affairs Group LLC	\$7,000.00
314894	03/21/2022	Accounts Payable	CenturyLink	\$1,298.68
314895	03/21/2022	Accounts Payable	Community Bridges, Inc.	\$3,000.00
314896	03/21/2022	Accounts Payable	CorrectCare Integrated Health Inc	\$456.00
314897	03/21/2022	Accounts Payable	County of Yavapai	\$37,200.00
314898	03/21/2022	Accounts Payable	EarthQuest Plumbing & Pumping LLC	\$3,540.00
314899	03/21/2022	Accounts Payable	Elham Medical International Inc	\$188.79
314900	03/21/2022	Accounts Payable	Feezor, Kristine, L	\$232.37
314901	03/21/2022	Accounts Payable	Flake, Brigham	\$295.01
314902	03/21/2022	Accounts Payable	GARRETT ELECTRONICS INC	\$2,778.44
314903	03/21/2022	Accounts Payable	Gila County Government	\$3,413.75
314904	03/21/2022	Accounts Payable	JAKES CORNER RV PARK LLC	\$1,040.00
314905	03/21/2022	Accounts Payable	KMOG Radio	\$200.00
314906	03/21/2022	Accounts Payable	Lovin, Hortencia	\$2,825.00
314907	03/21/2022	Accounts Payable	Mountain Standard Inc	\$13,820.00
314908	03/21/2022	Accounts Payable	Pegboard	\$2,000.00
314909	03/21/2022	Accounts Payable	Poarch, Tiffany, A	\$120.09
314910	03/21/2022	Accounts Payable	Security Transport Services, Inc.	\$3,020.74
314911	03/21/2022	Accounts Payable	SENERGY PETROLEUM	\$8,366.19
314912	03/21/2022	Accounts Payable	Service Plus	\$135.00
314913	03/21/2022	Accounts Payable	Skaggs Public Safety Uniforms & Equipment	\$1,098.01
314914	03/21/2022	Accounts Payable	State of Arizona	\$43.00
314915	03/21/2022	Accounts Payable	Thyssenkrupp Elevator Corporation	\$1,573.72
314916	03/21/2022	Accounts Payable	UniFirst Corporation	\$162.47
314917	03/21/2022	Accounts Payable	US Imaging Inc.	\$293.88
314918	03/21/2022	Accounts Payable	Wright , Timothy	\$432.54
314919	03/22/2022	Accounts Payable	DCR Services & Construction, Inc	\$22,389.42
314921	03/22/2022	Accounts Payable	Architekton, Inc.	\$1,440.08
314922	03/22/2022	Accounts Payable	Arizona Elite Commercial	\$2,762.19
314923	03/22/2022	Accounts Payable	Arizona Public Service	\$897.73
314924	03/22/2022	Accounts Payable	Arizona State Prison Globe	\$240.00
314925	03/22/2022	Accounts Payable	CenturyLink	\$177.15

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314926	03/22/2022	Accounts Payable	CenturyLink Business Services	\$434.40
314927	03/22/2022	Accounts Payable	Chambers, Bryan, B	\$72.10
314928	03/22/2022	Accounts Payable	Childhelp Inc.	\$350.00
314929	03/22/2022	Accounts Payable	Cline Excavating	\$12,600.00
314930	03/22/2022	Accounts Payable	Cobre Valley Regional Medical Center	\$138.44
314931	03/22/2022	Accounts Payable	Gila County Government	\$3,207.29
314932	03/22/2022	Accounts Payable	Gila County Government	\$6,119.88
314933	03/22/2022	Accounts Payable	Gonzales, Joseph, X	\$150.00
314934	03/22/2022	Accounts Payable	Haverland, Mike , Lance	\$75.00
314935	03/22/2022	Accounts Payable	HonorHealth	\$1,820.00
314936	03/22/2022	Accounts Payable	JaLin Enterprises Inc.	\$712.32
314937	03/22/2022	Accounts Payable	JE Fuller/Hydrology & Geomorphology,	\$125,619.11
314938	03/22/2022	Accounts Payable	Konica Minolta Business Solutions	\$209.73
314939	03/22/2022	Accounts Payable	MCI Communication Services, Inc.	\$35.79
314940	03/22/2022	Accounts Payable	MOORE, TIMOTHY	\$70.59
314941	03/22/2022	Accounts Payable	Payson Roundup	\$65.48
314942	03/22/2022	Accounts Payable	Pride Outfitting, LLC	\$5,851.84
314943	03/22/2022	Accounts Payable	Quadient Leasing USA, Inc.	\$244.72
314944	03/22/2022	Accounts Payable	Revize LLC	\$2,840.00
314945	03/22/2022	Accounts Payable	Ripple , Denice	\$654.10
314946	03/22/2022	Accounts Payable	Senergy Petroleum	\$11,765.87
314947	03/22/2022	Accounts Payable	Southwest Gas	\$32.57
314948	03/22/2022	Accounts Payable	Southwest Gas	\$348.96
314949	03/22/2022	Accounts Payable	SPOK, Inc.	\$15.64
314950	03/22/2022	Accounts Payable	Sullivan Paving, L.L.C.	\$56,700.00
314951	03/22/2022	Accounts Payable	Swinney, Michael, A	\$144.00
314952	03/25/2022	Accounts Payable	All Copy Product Inc	\$350.00
314953	03/25/2022	Accounts Payable	Alliant Arizona Propane, LLC	\$2,614.44
314954	03/25/2022	Accounts Payable	ARIZONA ASSOCIATION OF CONSERVATION DISTRICTS	\$20,000.00
314955	03/25/2022	Accounts Payable	Arizona Public Service	\$36,282.16
314956	03/25/2022	Accounts Payable	Belling , Maryn	\$72.98
314957	03/25/2022	Accounts Payable	C&M Communications LLC	\$59.73
314958	03/25/2022	Accounts Payable	Cadue, Angela	\$48.95
314959	03/25/2022	Accounts Payable	CDW Government	\$23,876.03

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314960	03/25/2022	Accounts Payable	CenturyLink	\$1,139.23
314961	03/25/2022	Accounts Payable	CenturyLink Business Services	\$15,820.92
314962	03/25/2022	Accounts Payable	Chesser, Janice	\$66.53
314964	03/25/2022	Accounts Payable	Data Storage Centers, Inc.	\$269.84
314965	03/25/2022	Accounts Payable	FedEx	\$119.88
314966	03/25/2022	Accounts Payable	Globe Marketplace LP	\$2,834.90
314967	03/25/2022	Accounts Payable	Guevara, Tammy, C	\$116.20
314968	03/25/2022	Accounts Payable	Hayden-Winkelman Unified School District #444	\$2,500.00
314969	03/25/2022	Accounts Payable	International Association of Assessing Officers	\$250.00
314970	03/25/2022	Accounts Payable	Lifesize, Inc.	\$4,505.30
314971	03/25/2022	Accounts Payable	Loven Contracting Inc.	\$39,120.69
314972	03/25/2022	Accounts Payable	Mansoor, Taylor	\$22.26
314973	03/25/2022	Accounts Payable	Office Depot	\$222.61
314974	03/25/2022	Accounts Payable	Rutherford, Nancy, Kay	\$68.09
314975	03/25/2022	Accounts Payable	Skaggs Public Safety Uniforms & Equipment	\$1,358.88
314976	03/25/2022	Accounts Payable	Southwest Gas	\$955.55
314977	03/25/2022	Accounts Payable	Sparklight	\$330.89
314978	03/25/2022	Accounts Payable	State of Arizona	\$43.00
314979	03/25/2022	Accounts Payable	SUN COUNTRY FLOORS INC	\$690.64
314980	03/25/2022	Accounts Payable	TDS Telecom	\$424.62
314981	03/25/2022	Accounts Payable	The Master's Touch, LLC	\$5,688.49
314982	03/25/2022	Accounts Payable	Tonto Basin Chamber of Commerce	\$25.00
314983	03/25/2022	Accounts Payable	UniFirst Corporation	\$82.30
314984	03/25/2022	Accounts Payable	VERIZON WIRELESS	\$24,826.66
314985	03/25/2022	Accounts Payable	Wist Office Products Company	\$282.73
314986	03/25/2022	Accounts Payable	Wolak, David	\$288.36
314987	03/29/2022	Accounts Payable	Advantage Home Performance, Inc	\$8,173.50
314988	03/29/2022	Accounts Payable	Advantage Home Performance, Inc	\$15,345.50
314989	03/29/2022	Accounts Payable	Arizona State Prison Globe	\$403.00
314990	03/29/2022	Accounts Payable	Arizona Water Company	\$1,717.37
314991	03/29/2022	Accounts Payable	AT&T	\$10.79
314992	03/29/2022	Accounts Payable	Barry A. Standifird P.C.	\$9,000.00
314993	03/29/2022	Accounts Payable	Belling, Madeline, M	\$820.00
314994	03/29/2022	Accounts Payable	CenturyLink	\$852.67

# Payment Register

From Payment Date: 3/1/2022 - To Payment Date: 3/31/2022

314995	03/29/2022	Accounts Payable	Dell Marketing LP	\$41,476.57
314996	03/29/2022	Accounts Payable	DJ's Companies, Inc.	\$362.44
314997	03/29/2022	Accounts Payable	Gale	\$185.42
314998	03/29/2022	Accounts Payable	GreatAmerica Leasing Corporation	\$263.19
314999	03/29/2022	Accounts Payable	Haverland, Mike , Lance	\$78.75
315000	03/29/2022	Accounts Payable	Hillyard INC	\$3,329.86
315001	03/29/2022	Accounts Payable	HLP, Inc.	\$14.00
315002	03/29/2022	Accounts Payable	HonorHealth	\$760.00
315003	03/29/2022	Accounts Payable	Humane Society of Central Arizona	\$567.98
315004	03/29/2022	Accounts Payable	JACL HOLDINGS LLC	\$289.96
315005	03/29/2022	Accounts Payable	Lamont Mortuary of Globe	\$410.00
315006	03/29/2022	Accounts Payable	Language Line Services, Inc.	\$26.67
315007	03/29/2022	Accounts Payable	Lessard, Steven	\$479.99
315008	03/29/2022	Accounts Payable	Lifesize, Inc.	\$2,696.00
315009	03/29/2022	Accounts Payable	MURRAY, BRYON	\$186.11
315010	03/29/2022	Accounts Payable	OffenderWatch	\$35.00
315011	03/29/2022	Accounts Payable	Pine Strawberry Fuel Reduction	\$5,000.00
315012	03/29/2022	Accounts Payable	Pleasant Valley Community Medical	\$150.00
315013	03/29/2022	Accounts Payable	Ricoh USA, Inc.	\$31.01
315014	03/29/2022	Accounts Payable	Senergy Petroleum	\$711.48
315015	03/29/2022	Accounts Payable	Shred-It	\$19.30
315016	03/29/2022	Accounts Payable	Southwest Gas	\$163.19
315017	03/29/2022	Accounts Payable	Sparklight	\$233.43
315018	03/29/2022	Accounts Payable	Swinney, Michael, A	\$180.00
315019	03/29/2022	Accounts Payable	UniFirst Corporation	\$140.49
315020	03/30/2022	Accounts Payable	Arizona Department of Administration	\$2,717.27
315021	03/30/2022	Accounts Payable	CDW Government	\$4,227.96
315022	03/30/2022	Accounts Payable	Town of Winkelman	\$787.97
315023	03/30/2022	Accounts Payable	UniFirst Corporation	\$92.16
Type Check Totals: 535 Transactions				<hr/> \$4,003,510.23
JP Morgan AP - JP Morgan Accounts Payable Totals				

# Payment Register

From Payment Date: 3/1/2022 - To Payment Date: 3/31/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount
JP Morgan AP - JP Morgan Accounts Payable							
<u>Check</u>							
314486	03/02/2022	Voided	Ach Direct Deposit	03/02/2022	Accounts Payable	JP MORGAN CHASE ACH DEPOSIT	\$677,318.68
314659	03/09/2022	Voided/Reissued	LOST	03/21/2022	Accounts Payable	Barry A. Standifird P.C.	\$9,000.00
314822	03/17/2022	Voided	Ach Direct Deposit	03/17/2022	Accounts Payable	JP MORGAN CHASE ACH DEPOSIT	\$666,607.55
314920	03/22/2022	Voided/Reissued	Wrong Address	03/25/2022	Accounts Payable	All Copy Product Inc	\$350.00
314963	03/25/2022	Voided	Wrong Vendor	03/31/2022	Accounts Payable	Cobre Valley Youth Club	\$2,500.00
315024	03/31/2022	Voided	Ach Direct Deposit	03/31/2022	Accounts Payable	JP MORGAN CHASE ACH DEPOSIT	\$674,335.81
Type Check Totals:					6 Transactions		<u>\$2,030,112.04</u>

**ARF-7230**

**Consent Agenda Item 4. F.**

**Regular BOS Meeting**

**Meeting Date:** 04/19/2022

**Reporting Period:** Report for County Manager Approved Contracts Under \$50,000 for the month of March

**Submitted For:** Mary Springer, Finance Director

**Submitted By:** Stacey Espinoza, Administrative Assistant

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**Information**

**Subject**

Report for County Manager Approved contracts under \$50,000.00 for the month of March 2022

**Suggested Motion**

Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for March 2022.

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**Attachments**

Under \$50K Report March

Service Agreement No. 011722 with Globe Exterminators

Service Agreement No. 010522 with Earthquest Plumbing, Inc.

Service Agreement No. 011722 with Earth Mover Tire Sales, Inc.

Professional Service Agreement NO. 021122 with Timothy P. Gonzales

Service Agreement No. 011822 with Advanced Controls Corporation

Service Agreement No. 011822-1 with Advanced Controls Corporation

Service Agreement No. 022822 with G.F.I. Acoustics, Inc.

Professional Service Agreement NO. 021022 with Dorine Prine

Service Agreement No. 030322 with Advantage Home Performance

Service Agreement w/Ncourt

Service Agreement No. 030422-1 with C & M Communications, LLC

Service Agreement No. 030422 with C & M Communications, LLC

Service Agreement No. 030822 with Kino's Floors & Interiors

Service Agreement No. 030522 with Kino's Floors & Interiors

Sourcewell Contract No. 031517-SCS with Stanley Security Solutions



Service Agreement No. 011722-1 with DJ's Companies, Inc.

SAVE Contract ACON21219C with Core Construction

Professional Services Contract No. 030622 with Partly Cloudy LLC

Service Agreement No. 02092022 with Get Western, Inc.

Amendment No. 2 to Professional Services Agreement 040520 with  
Laboratory Corporation of America

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Contracts Under \$50,000 Signed by  
the County Manager for the month of  
March 2022

Vendor	Contract Number	Amount	Contract Term	Summary	Contract Options	Contract Cumulative
Globe Exterminators	Service Agreement No. 011722	\$ 10,885.00	3/1/2022 - 2/28/2022	Provide pest control service for Southern Gila County Facilities: Animal Control, Central Heights complex, WIC, Juvenile Detention, Sheriff's Office, S.O. Dispatch Building, Roosevelt Sub Station, Roosevelt Boat Dock, Courthouse, Shop/Roads, Public Works Admin Building, Facilities/Sign Shop, Guerrero Building and Landfill Buildings, Copper Building, S.O. Task Force buildings at the Fairgrounds, Exhibit hall and Fairgrounds Shop	Contract allows original term beginning 3/1/2022 through 2/28/2023 and three additional one year renewal periods	\$10,885.00
Earthquest Plumbing	Service Agreement No. 010522	\$ 15,000.00	3/1/2022 - 2/28/2023	County Maintenance does not always have the expertise to handle plumbing repairs or emergencies. There is a need to have a company that staff can call to handle plumbing issues in Sheriff's Office Buildings. This would include indoor, outdoor plumbing and septic service	Contract allows original term beginning 3/1/2022 through 2/28/2023 and three additional one year renewal periods	\$15,000.00
Earth Mover Tire Sales, Inc.	Service Agreement No. 011722	\$27,031.28	3/7/2022 - 4/29/2022	Purchase of Four (4) 20.5X25 LS foam filled tires, labor to install removal and disposal of old foam filled tires and travel time for a 2008 CAT Loader (I-002). The existing tires are greater than 7 yrs. Old and are cracking and splitting exposing foam fill	New, no renewals	\$27,031.28
Timothy P. Gonzales	Professional Service Agreement No. 021122	\$ 3,000.00	3/7/2022 - 3/6/2023	Perform Vi-Spads/HMIS applications on Homeless-Low-income clients, per our Continuum of Care program as amended by the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009	Contract allows original term beginning 3/7/2022 through 3/6/2023 with three additional one year renewal periods	\$3,000.00
Advanced Controls Corp.	Service Agreement No. 011822	\$ 5,460.00	3/7/2022 - 3/6/2023	Monthly monitoring of Fire Alarm Panels - Systems monitoring. Changes, additions, or deletions may occur	Contract allows original term beginning 3/7/2022 through 3/6/2023 with three additional one year renewal periods	\$5,460.00
Advanced Controls Corp.	Service Agreement No. 011822-1	\$ 12,390.00	3/7/2022 - 3/6/2023	Gila County and State Fire Marshal requires an annual inspection of the fire panels installed in its buildings. Failure codes need to be addressed quickly and a contract with one company and one contact will accomplish this. Advanced Controls' quote was \$30 higher than RCI Systems; however, Gila County has worked with Advanced Controls for several years now and this company is familiar with Gila County Buildings and Fire Panels	Contract allows original term beginning 3/7/2022 through 3/6/2023 with three additional one year renewal periods	\$12,390.00
G.F.I. Acoustics, Inc.	Service Agreement No. 022822	\$ 2,986.00	3/7/2022 - 6/30/2022	Gila County Facilities has started a remodel in the Globe Recorder's office where an Acoustical Ceiling Contractor is needed for installing a new suspended ceiling grid and tile. This is a specialty trade and our techs do not have the experience to perform such work, and we are under a tight timeframe to complete this project before the upcoming election cycle	New, no renewals	\$2,986.00
Dorine Prine	Professional Service Agreement No. 021022	\$ 3,000.00	3/7/2022 - 12-31-2022	Perform Vi-Spads/HMIS applications on Homeless-Low-income clients, per our Continuum of Care program as amended by the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009	Contract allows original term beginning 3/7/2022 through 12/31/2022 with three additional one year renewal periods	\$3,000.00
Advantage Home Performance	Service Agreement No. 030322 CDBG #7519	\$ 8,000.00	3/7/2022 - 5/22/2022	The purpose of this CDBG project is, health and safety but not limited to: Replace Furnace and window AC, install mini split heat pump and wall mount head, install new water heater, replace flex lines	New, no renewals	\$8,000.00
Ncourt	Service Agreement	N/A	3/9/2022 - 3/1/2025	This agreement will allow the public to pay civil fees, records fees, impound fees, fingerprint fees and evidence fees by credit card/debit card to make it easier for the public to pay fees both in-person and online. This allows the public to pay these fees without having to deal with cash and/or money orders and will allow online payments. This will also reduce the amount of cash handled and transported to the Treasurer's Office	New, no renewals	N/A
C & M Communications	Service Agreement No. 030422-1	\$ 10,000.00	3/15/2022 - 10/22/2022	Dispatch has had significant issues in Globe at the dispatch center that need adjustments to the radios and consoles to be adjusted quickly. The Sheriff's Office wishes to have a Blanket Purchase Order in place for any future issues that may come up in the future	New, no renewals	\$10,000.00
C & M Communications	Service Agreement No. 030422	\$ 7,545.82	3/15/2022 - 2/28/2023	Supply service, travel and parts needed to install antennas and run antenna coaxies into radio equipment rooms at Globe and Payson	New, no renewals	\$7,545.82
Kino Floors & Interiors, LLC	Service Agreement No. 030822	\$ 1,723.14	3/15/2022 - 6/30/2022	Probation has requested to have carpet tile installed over the LVT in their small conference room at the Globe office. This will provide a more relaxed environment to conduct one on one counseling. Due to the timing of other projects, a flooring contractor has been sought to complete the job	New, no renewals	\$1,723.14
Kino Floors & Interiors, LLC	Service Agreement No. 030522	\$ 7,900.71	3/15/2022 - 6/30/2022	Gila County Facilities is currently working on a remodel project in the Globe Recorder's office where new carpet tile is needed throughout the office. Flooring is a specialty trade that staff would like to contract out. We have obtained three quotes to replace the existing carpet with new carpet tile. Due to tight timeframe for this remodel, it will be beneficial to have a flooring contractor do this portion of the work	New, no renewals	\$7,900.71
Stanley Security Solutions	Sourcwell Contract No. 031517-SC5	\$ 12,908.34	3/15/2022 - 5/15/2022	Gila County wishes to utilize Stanley Security Solutions to install 3 card readers in the Recorder's Office as part of our current remodel project. All documents executed by the State of Arizona on Contract No. 030421-SC5, apply to this procurement between Gila County and Stanley Security Solutions	New, no renewals	\$12,908.34
DI's Companies, Inc.	Service Agreement No. 011722-1	\$ 2,771.60	3/17/2022 - 3/16/2023	Weekly service of portable toilet on a trailer for the Facilities/Fairgrounds crew. Trailer will be parked at the Fairgrounds after 2 pm weekdays ready for service	Contract allows original term beginning 3/17/2022 through 3/16/2023 with three additional one year renewal periods	\$2,771.60
Core Constructions	SAVE Contract ACON21219C	\$ 7,878.00	3/28/2022 - 5/21/2022	Gila County wishes to utilize Core Construction for the door relocation at the Payson Recorder's Office. All documents executed by the S.A.V.E Contract No. ACON21219C, apply to this procurement between Gila County and Core Construction	New, no renewals	\$7,878.00
Partly Cloudy, LLC	Professional Services Contract No. 030622	\$ 10,000.00	3/30/2022 - 9/30/2022	Gila County Department of Health and Emergency Management reached out to all current and former contract awardes and bidders looking to consult our Annual Local Emergency Planning Committee (LEPC) conference which includes: annual meeting, a functional HAZMAT exercise, hotwash, and guest speaker(s). Additionally, a meeting venue, light refreshments and beverages and lunch to be provided for the event. This event fulfills our Hazard Mitigation Program requirements as well as our annual LEOPC requirements	New, no renewals	\$10,000.00
Get Western, Inc.	Service Agreement No. 02092022	\$ 12,941.00	3/30/2022 - 5/18/2022	Fuel tank is pitted and rusty. Must be painted to maintain safety	New, no renewals	\$12,941.00
Laboratory Corporation of America	Amendment No. 2 to Professional Services Agreement 040520	\$ 7,000.00	4/1/2022 - 3/31/2023	Amendment No. 2 will serve to extend the contract from April 1, 2022 to March 31, 2023. Contractor will provide laboratory testing for HIV Care and Services	original term beginning 4/1/2022 through 3/31/2023	Original contract \$7,000.00; Amendment No. 1 contract \$7,000.00; Amendment No. 2 contract \$7,000.00 = \$21,000 Cumulative Total

**SERVICE AGREEMENT NO. 011722**  
**PEST CONTROL SERVICE FOR SOUTHERN GILA COUNTY**  
**FACILITIES & LAND MANAGEMENT**

**THIS AGREEMENT**, made and entered into this 15<sup>th</sup> day of March, 2022, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Globe Exterminators, of the City of Claypool, State of Arizona, hereinafter designated the Contractor.

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

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

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

Scope of Work: Refer to attached Attachment "A" to **Service Agreement No. 011722** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement No. 011722** by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to **Service Agreement No. 011722**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

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

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

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

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

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

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

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

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

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

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

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

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

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

**3. Automobile Liability**

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

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

- a. The policy shall be endorsed to include the following additional insured language:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



**ARTICLE 14 - TERM:** The Contract commences on the date it is signed by the County Manager and remains in effect for a period of one year from that date, unless terminated earlier pursuant to this contract. The County shall have the sole option to renew the contract for three (3) additional one (1) year periods.

**ARTICLE 15 - PAYMENT/BILLING:** Contractor shall be paid a flat fee of \$10,885.00 for completion of the projects as outlined in the Scope of Services.

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

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

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

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

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

**IN WITNESS WHEREOF,** Service Agreement No. 011722 has been duly executed by the parties hereinabove named, on the date and year first above written.

**GILA COUNTY**

**GLOBE EXTERMINATORS**

*Jacque Sandus*  
For James Menlove, County Manager

*William D. Roten III*  
Signature

Date: 3-01-2022

*William D. Roten III*  
Print Name

**SERVICE AGREEMENT NO. 010522**  
**EMERGENCY PLUMBING SERVICES & REPAIRS**

**SHERIFF'S OFFICE**

**THIS AGREEMENT**, made and entered into this 15<sup>th</sup> day of March, 2022, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Earthquest Plumbing, Inc., of the City of Globe, State of Arizona, hereinafter designated the Contractor.

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

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

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

Scope of Work: Refer to attached Attachment "A" to **Service Agreement 010522** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 010522** by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to **Service Agreement 010522**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

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

**ARTICLE 3 - INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree.

It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

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

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

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

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

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

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

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

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

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

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

**3. Automobile Liability**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE:** Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

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

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

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

**ARTICLE 6 – WARRANTY:** Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test,

acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

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

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

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

**ARTICLE 10 - NON-APPROPRIATIONS CLAUSE:** Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

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

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

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

**ARTICLE 14– TERM:** The Contract commences on the date it is signed by the County Manager and remains in effect for a period of one year from that date, unless terminated earlier pursuant to this contract. The County shall have the sole option to renew the contract for three (3) additional one (1) year periods.

**ARTICLE 15 – PAYMENT/BILLING:** Contractor shall be paid an amount not to exceed \$15,000.00 for completion of the projects as outlined in the Scope of Services.

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

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

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

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



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

**IN WITNESS WHEREOF**, Service Agreement No. 010522 has been duly executed by the parties hereinabove named, on the date and year first above written.

**GILA COUNTY**

**EARTHQUEST PLUMBING, INC.**

*for* *Jacque Sanders*  
James Menlove, County Manager

*[Signature]*  
Signature

Date: *3-1-2022*

*Timothy W. Hoas*  
Print Name

**SERVICE AGREEMENT NO. 011722**  
**D-004 TIRE PURCHASE AND INSTALLATION**  
**GENERAL SERVICES/FLEET MANAGEMENT**

**THIS AGREEMENT**, made and entered into this 7<sup>th</sup> day of March, 2022, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Earth Mover Tire Sales, Inc., of the City of Miami, State of Arizona, hereinafter designated the Contractor.

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

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

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

Scope of Work: Refer to attached Attachment "A" to **Service Agreement No. 011722** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement No. 011722** by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to **Service Agreement No. 011722**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

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

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

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

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

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

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

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

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

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

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

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

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

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

**3. Automobile Liability**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE 14 - TERM:** The Contract commences on the date it is signed by the County Manager and remains in effect through April 29, 2022.

**ARTICLE 15 - PAYMENT/BILLING:** Contractor shall be paid a flat fee of \$27,031.28 for completion of the projects as outlined in the Scope of Services.

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

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

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

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

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

**IN WITNESS WHEREOF,** Service Agreement No. 011722 has been duly executed by the parties hereinabove named, on the date and year first above written.

**GILA COUNTY**

**EARTH MOVER TIRE SALES, INC.**

  
James Menlove, County Manager

  
Signature

Date: 3-7-2022

  
Print Name



**QUOTE DUE DATE:** Please email quote by, 11:00 A.M. on, February 28, 2022, to  
Betty Hurst at [bhurst@gilacountyaz.gov](mailto:bhurst@gilacountyaz.gov).

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

Contractor Name: Earth Mover Tire Sales, Inc

Contractor Address: 943 W. Live Oak St. Miami, AZ 85539

Contractor Phone #: 928-473-3423 Email Address: liza@earthmoverstire.com

Contractor Signature: 

**TOTAL COST FOR MATERIAL & INSTALLATION**

LABOR COST \$ 760.<sup>00</sup> (TAXES INCLUDED)

MATERIAL COST \$ 26,271.28 (TAXES INCLUDED)

PLEASE ATTACH DETAIL QUOTE INCLUDING MATERIALS AND INSTALLATION CHARGE.

**THIS IS AN INFORMAL "REQUEST FOR QUOTE". ONLY THE SUCCESSFUL VENDOR WILL BE NOTIFIED OF GILA COUNTY'S INTENT TO ENTER INTO A CONTRACT FOR THE GOODS OR SERVICES QUOTED. ALL TELEPHONE INQUIRES OR EMAILED INQUIRES WILL BE ANSWERED REGARDING RESULTS OF THIS REQUEST FOR QUOTE. PLEASE SEND EMAILS TO [bhurst@gilacountyaz.gov](mailto:bhurst@gilacountyaz.gov) or call 928-402-4355.**

**PROFESSIONAL SERVICE AGREEMENT NO. 021122**  
**V-SPADTS/HMIS**  
**COMMUNITY SERVICES**

**THIS AGREEMENT**, made and entered into this 7<sup>th</sup> day of March, 2022, by and between the Gila County Board of Supervisors, a political subdivision of the State of Arizona, hereinafter designated the **County**, and Timothy P. Gonzales, of the Town of Payson, County of Gila, State of Arizona, hereinafter designated the Contractor.

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

**ARTICLE I – SCOPE OF SERVICES:** The Contractor shall Perform V-Spadts/HMIS applications on homeless-Low-income clients, per our Continuum of Care program as amended by the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009.

The Contractor agrees to obtain and keep current any and all State of Arizona licenses, certifications, and accreditations. If at any time during the term of the contract the Contractor's licenses/certifications are revoked or rendered invalid, this agreement shall be terminated.

***Duties/Responsibilities***

The Contractor shall:

1. Conduct an Unsheltered Point in Time Count.
2. Meet with individuals to conduct the V-Spadts application.  
Case manages the individuals for shelter search.
3. Turn the V-Spadts application over to Gila County to be entered into the HMIS database.

***Non-Assignment***

The Contractor shall not assign any right or interest in this agreement without the Office of Community Services prior written approval, nor shall the Contractor delegate or subcontract any duty hereunder without the district's prior written approval. Any purported assignment, delegation or subcontract without the District's prior written approval shall be void.

***Independent Contractor***

In providing services hereunder, the Contractor is an independent contractor and shall not be deemed an employee of the Office of Community Services and shall not be entitled to any benefits provided to the Office of Community Services employees. Taxes, Social Security and other amounts customarily withheld from the earnings of employees shall not be withheld from the compensation paid to the Contractor.

**ARTICLE II – FEES:** As full and complete compensation for the services to be provided hereunder, the Office of Community Services shall pay to the Contractor \$50.00 per application.

At the end of the first month this agreement is in effect and at the end of each month thereafter, the Contractor will submit to the County a demand in the amount of the monthly fee.

**ARTICLE III – TERMINATION:** Contract shall terminate thirty (30) days after written notice is received by either party to the other. Upon receipt of the notice, work in progress will be completed and any summaries and/or status reports shall be prepared and submitted, all within thirty (30) days. The County's financial obligation shall cover only the work performed up to the notice to terminate.

**ARTICLE IV - INDEMNIFICATION CLAUSE:** To the fullest extent allowed by the law, each party (as "Indemnitor") shall indemnify, defend and hold harmless the other party and its agents, representatives, officers, officials and employees (the "Indemnitees") from and against any and all claims, damages, losses and expenses (including but not limited to attorney fees, court costs of appellate proceedings) relating to, arising out of or resulting from the Indemnitor's negligent acts, errors, mistakes or omission in the performance of this agreement. The Indemnitor's duty to defend, hold harmless and indemnify the Indemnitee's shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death or injury to any person, or impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any negligent act, error, mistake or omission in the performance of this agreement (including those by any person whose negligent acts, errors, mistakes or omissions the Indemnitor may be liable).

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

**ARTICLE VI – ASSIGNMENTS AND SUBCONTRACTS:** No rights or obligations of the Contractor under this agreement shall be assigned. No rights or obligations of the Contractor under this agreement shall be subcontracted by the Contractor without approval of the County. All subcontracts shall incorporate the laws, rules, and regulations governing this agreement. The approved subcontracts shall forward copies of such to the County Office of Health and shall retain originals on file.

**ARTICLE VII – 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 Contractor 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 Contractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor'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 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 hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Contractor's employees, and with the requirements of A.R.S. § 23-214 (A). Contractor further agrees that County may inspect the Contractor's books and records to insure that Contractor is in compliance with these requirements. Any breach of this paragraph by Contractor will be deemed to be a material breach of this contract subjecting Contractor to penalties up to and including suspension or termination of this contract."

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

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

**ARTICLE X – TERM:** The Contract commences on the date it is signed by the County Manager and remains in effect for a period of one year from that date, unless terminated earlier pursuant to this contract. The County shall have the sole option to renew the contract for three (3) additional one (1) year periods.

**ARTICLE XI – PAYMENT:** Contractor shall be paid an amount not to exceed \$3,000.00 for completion of the projects as outlined in the Scope of Services.

Gila County employs a "Net 15" payment term for professional services meaning the payment will be issued fifteen (15) days from the date the Accounts Payable Department receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions and they apply to all invoices received by the County.


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

#### Invoices

All payment demands shall be submitted to Gila County Accounts Payable at 1400 E. Ash St., Globe, Arizona 85501, and contain the purchase order number, contract number, and description of services performed.

IN WITNESS WHEREOF, two (2) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY MANAGER

  
James Menlove

CONTRACTOR

  
Timothy P. Gonzales

Date: 3-7-2022

Tim Gonzales  
Print Name

**SERVICE AGREEMENT NO. 011822**  
**MONTHLY MONITORING OF FIRE PANELS**  
**FACILITIES MANAGEMENT**

**THIS AGREEMENT**, made and entered into this 7<sup>th</sup> day of March, 2022, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Advanced Controls Corporation, of the City of Tucson, State of Arizona, hereinafter designated the Contractor.

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

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

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

Scope of Work: Refer to attached Attachment "A" to **Service Agreement 011822** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 011822** by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to **Service Agreement 011822**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

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

**ARTICLE 3 - INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree.

It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

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

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

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

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

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

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

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

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

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

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

3. **Automobile Liability**

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

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



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

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

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

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

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

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

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

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

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

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

All certificates required by this Contract shall be sent directly to **Gila County Procurement Department, 1400 E. Ash St, Globe, AZ, 85501** or email to [bhurst@gilacountyaz.gov](mailto:bhurst@gilacountyaz.gov). The County project/contract number and project description shall be noted on the certificate of insurance.

The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

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

**ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE:** Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

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

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

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

**ARTICLE 6 – ISRAEL BOYCOTT CERTIFICATION:** Contractor hereby certifies that it is not currently engaged in and will not, for the duration of this agreement, engage in a boycott of Israel as required by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by County up to and including termination of this agreement.

**ARTICLE 7 – WARRANTY:** Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

**ARTICLE 8 – LAWS AND ORDINANCES:** This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

**ARTICLE 9 – CANCELLATION:** This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

**ARTICLE 10 – RELATIONSHIP OF THE PARTIES:** Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

**ARTICLE 11 – NON-APPROPRIATIONS CLAUSE:** Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

**ARTICLE 12 – ENTIRE CONTRACT CLAUSE:** The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

**ARTICLE 13 – NON-WAIVER OF ENFORCEABILITY:** Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

**ARTICLE 14 – GOVERNING LAW:** Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

**ARTICLE 15– TERM:** The Contract commences on the date it is signed by the County Manager and remains in effect for a period of one year from that date, unless terminated earlier pursuant to this contract. The County shall have the sole option to renew the contract for three (3) additional one (1) year periods.

**ARTICLE 16 – PAYMENT/BILLING:** Contractor shall be paid an amount not to exceed \$5,460.00 for completion of the projects as outlined in the Scope of Services.

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

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

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

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

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

**IN WITNESS WHEREOF**, Service Agreement No. 011822 has been duly executed by the parties hereinabove named, on the date and year first above written.

**GILA COUNTY**

  
\_\_\_\_\_  
James Menlove, County Manager

Date: 3-7-2022

**ADVANCED CONTROLS CORPORATION**

  
\_\_\_\_\_  
Signature

Lee Steffack  
\_\_\_\_\_  
Print Name



Page 1 of 1

MBE Certificate AZ14574

February 8, 2022

**Gila County RFQ 011822**  
1400 E Ash St  
Globe, AZ 85501

Attention: Betty Hurst

**Subject: Detail Quote for RFQ**

ACC is pleased to furnish a quote for the above referenced RFQ. The above RFQ also requested an attachment including materials and installation charges.

There are no material or installation charges for this quote.

Sincerely,

*Lee Steffek*

Lee Steffek

**QUOTE DUE DATE:** Please email quote by, 2:00 P.M. on, February 8, 2022, to,  
Betty Hurst at [bhurst@gilacountyaz.gov](mailto:bhurst@gilacountyaz.gov).

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

Contractor Name: Advanced Controls Corporation

Contractor Address: 626 W Flores St, Tucson, AZ 85705

Contractor Phone #: 520-620-6656 Email Address: lees@advancedcontrols.net

Contractor Signature: 

MONTHLY MONITORING RATES \$ 455.00 SEE BELOW X (TAXES INCLUDED)

PLEASE ATTACH DETAIL QUOTE INCLUDING MATERIALS AND INSTALLATION CHARGE.

**THIS IS AN INFORMAL "REQUEST FOR QUOTE". ONLY THE SUCCESSFUL VENDOR WILL BE NOTIFIED OF GILA COUNTY'S INTENT TO ENTER INTO A CONTRACT FOR THE GOODS OR SERVICES QUOTED. ALL TELEPHONE INQUIRES OR EMAILED INQUIRES WILL BE ANSWERED REGARDING RESULTS OF THIS REQUEST FOR QUOTE. PLEASE SEND EMAILS TO [bhurst@gilacountyaz.gov](mailto:bhurst@gilacountyaz.gov) or call 928-402-4355.**



- Payson Admin Building  
608/610 E. Highway 260, Payson AZ 85541
- Sheriff's Office & Jail Payson  
108 W. Main St., Payson 85541
- Timber Roads Office  
5318 E. Hwy 260, Star Valley 85541
- Gila County Courthouse- Globe  
1400 E. Ash St. Globe AZ 85501
- Copper Admin  
1350 E. Monroe St., Globe AZ 85501
- Gila County Complex  
707 S. Colcord Road, Payson, AZ 85554
- Payson Probation  
112 W. Cedar Lane  
Payson, AZ 85541

Please quote annual inspections for all buildings/panels. To schedule inspections, the contractor will contact Chris Romiti (928) 200-9914 in Globe and Jerry Moore (928) 970-1640 in Payson. If repairs are necessary, a written quote must be provided prior to repairs to ensure the amount is covered under the existing purchase order. Testing of horns must be done before office hours or on a weekend, all other testing may be done during office hours. A written report of the inspection for each fire panel and any alarm codes must be provided separately for accounting purposes.

**SERVICE AGREEMENT NO. 011822-1**  
**FIRE ALARM SYSTEM INSPECTION AND MAINTENANCE**  
**FACILITIES MANAGEMENT**

**THIS AGREEMENT**, made and entered into this 7<sup>th</sup> day of March, 2022, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Advanced Controls Corporation, of the City of Tucson, State of Arizona, hereinafter designated the Contractor.

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

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

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

Scope of Work: Refer to attached Attachment "A" to **Service Agreement 011822-1** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 011822-1** by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to **Service Agreement 011822-1**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

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

**ARTICLE 3 - INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree.

It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

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

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

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

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

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

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

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

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

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

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

3. **Automobile Liability**

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

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

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

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

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

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

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

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

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

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

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

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

All certificates required by this Contract shall be sent directly to **Gila County Procurement Department, 1400 E. Ash St., Globe, AZ, 85501** or email to [bhurst@gilacountyaz.gov](mailto:bhurst@gilacountyaz.gov). The County project/contract number and project description shall be noted on the certificate of insurance.

The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

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

**ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE:** Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

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

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

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

**ARTICLE 6 – ISRAEL BOYCOTT CERTIFICATION:** Contractor hereby certifies that it is not currently engaged in and will not, for the duration of this agreement, engage in a boycott of Israel as required by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by County up to and including termination of this agreement.

**ARTICLE 7 – WARRANTY:** Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

**ARTICLE 8 – LAWS AND ORDINANCES:** This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

**ARTICLE 9 – CANCELLATION:** This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

**ARTICLE 10 – RELATIONSHIP OF THE PARTIES:** Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

**ARTICLE 11 – NON-APPROPRIATIONS CLAUSE:** Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

**ARTICLE 12 – ENTIRE CONTRACT CLAUSE:** The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

**ARTICLE 13 – NON-WAIVER OF ENFORCEABILITY:** Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

**ARTICLE 14 – GOVERNING LAW:** Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

**ARTICLE 15– TERM:** The Contract commences on the date it is signed by the County Manager and remains in effect for a period of one year from that date, unless terminated earlier pursuant to this contract. The County shall have the sole option to renew the contract for three (3) additional one (1) year periods.

**ARTICLE 16 – PAYMENT/BILLING:** Contractor shall be paid an amount not to exceed \$12,390.05 for completion of the projects as outlined in the Scope of Services.

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

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



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

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

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

**IN WITNESS WHEREOF**, Service Agreement No. 011822-1 has been duly executed by the parties hereinabove named, on the date and year first above written.

**GILA COUNTY**

  
\_\_\_\_\_  
James Menlove, County Manager

Date: 3-7-2022

**ADVANCED CONTROLS CORPORATION**

  
\_\_\_\_\_  
Signature

Lee Steffek  
\_\_\_\_\_  
Print Name

**SERVICE AGREEMENT NO. 022822**  
**RECORDER'S OFFICE REMODEL-CEILING**  
**FACILITIES MANAGEMENT**

**THIS AGREEMENT**, made and entered into this 7<sup>th</sup> day of March, 2022, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and G.F.I. Acoustics, Inc. of the City of Mesa, State of Arizona, hereinafter designated the Contractor.

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

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

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

Scope of Work: Refer to attached Attachment "A" to **Service Agreement No. 022822** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement No. 022822** by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to **Service Agreement No. 022822**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

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

**ARTICLE 3 - INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property to the extent caused by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree.

It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

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

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

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

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

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

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

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

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

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

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

**3. Automobile Liability**

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

Combined Single Limit (CSL)	\$1,000,000
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- a. The policy shall be endorsed to include the following additional insured language: **The County of Gila shall be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE 14 – TERM:** The Contract commences on the date signed by the County Manager and remains in effect through June 30, 2022.

**ARTICLE 15 – PAYMENT/BILLING:** Contractor shall be paid an amount not to exceed \$2,986.00 for completion of the projects as outlined in the Scope of Services.

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

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

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

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

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

**IN WITNESS WHEREOF,** Service Agreement No. 022822 has been duly executed by the parties hereinabove named, on the date and year first above written.

**GILA COUNTY**

**G.F.I. ACOUSTICS, INC.**

*Jacque Sanders*  
For James Menlove, County Manager

*[Signature]*  
Signature

Date: 3-7-2022

*Matthew Lemmers*  
Print Name



# ATTACHMENT "A" TO SERVICE AGREEMENT NO. 022822

**G.F.I. Acoustics Inc.**  
 4641 E Gary St.  
 Mesa, AZ 85205  
 roc 156839-156840

## Estimate

Date	Estimate #
2/8/2022	10420

Customer	Ship To
Gila County Facilities & land Management	Globe Courthouse Globe, Az

Description	Total
Suspended acoustical ceilings supplied and installed per plans, specs and local codes	2,986.00
Material - Donn DX 15/16th white grid system - Celotex BQCL 224 Second Look reveal edge ceiling tile	
Includes slack wires for lights	
All acoustical material tax is included in this proposal	

Respectfully Submitted by:

This proposal is good for 30 days

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined below. Net 30 days from receipt of invoice or as governed by ARS# 32-1129 "Prompt Pay" legislation requirements.

Date

Signature

**Total** \$2,986.00

Phone #	Fax #	E-mail
480-832-1014		gfiacoustics@gmail.com

**PROFESSIONAL SERVICE AGREEMENT NO. 021022**  
**VI-SPADTS/HMIS**

**THIS AGREEMENT**, made and entered into this 7<sup>th</sup> day of March, 2022, by and between the Gila County Board of Supervisors, a political subdivision of the State of Arizona, hereinafter designated the **County**, and Dorine Prine, of the Town of Payson, County of Gila, State of Arizona, hereinafter designated the Contractor.

**WITNESSETH:** That the Contractor, for and in consideration of the sum to be paid her by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained, hereby agrees, for herself, her heirs, administrators, successors, and assigns as follows:

**ARTICLE I – SCOPE OF SERVICES:** The Contractor shall Perform VI-SPADTs/HMIS applications on homeless-low-income clients, per our Continuum of Care program as amended by the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009.

The Contractor agrees to obtain and keep current any and all State of Arizona licenses, certifications, and accreditations. If at any time during the term of the contract the Contractor's licenses/certifications are revoked or rendered invalid, this agreement shall be terminated.

***Duties/Responsibilities***

The Contractor shall:

1. Meet with individuals to obtain VI-SPADTs applications.
2. Conducts interviews and surveys in the Payson area for the Point-In-Time count.
3. Turn the VI-SPADTs application over to Gila County to be entered into the HMIS database.

***Non-Assignment***

The Contractor shall not assign any right or interest in this agreement without the Office of Community Services prior written approval, nor shall the Contractor delegate or subcontract any duty hereunder without the district's prior written approval. Any purported assignment, delegation or subcontract without the District's prior written approval shall be void.

***Independent Contractor***

In providing services hereunder, the Contractor is an independent contractor and shall not be deemed an employee of the Office of Community Services and shall not be entitled to any benefits provided to the Office of Community Services employees. Taxes, Social Security and other amounts customarily withheld from the earnings of employees shall not be withheld from the compensation paid to the Contractor.

**ARTICLE II – FEES:** As full and complete compensation for the services to be provided hereunder, the Office of Community Services shall pay to the Contractor \$50.00 per application.

At the end of the first month this agreement is in effect and at the end of each month thereafter, the Contractor will submit to the County a demand in the amount of the monthly fee.

**ARTICLE III – TERMINATION:** Contract shall terminate thirty (30) days after written notice is received by either party to the other. Upon receipt of the notice, work in progress will be completed and any summaries and/or status reports shall be prepared and submitted, all within thirty (30) days. The County's financial obligation shall cover only the work performed up to the notice to terminate.

**ARTICLE IV - INDEMNIFICATION CLAUSE:** To the fullest extent allowed by the law, each party (as "Indemnitor") shall indemnify, defend and hold harmless the other party and its agents, representatives, officers, officials and employees (the "Indemnitees") from and against any and all claims, damages, losses and expenses (including but not limited to attorney fees, court costs of appellate proceedings) relating to, arising out of or resulting from the Indemnitor's negligent acts, errors, mistakes or omission in the performance of this agreement. The Indemnitor's duty to defend, hold harmless and indemnify the Indemnitee's shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death or injury to any person, or impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any negligent act, error, mistake or omission in the performance of this agreement (including those by any person whose negligent acts, errors, mistakes or omissions the Indemnitor may be liable).

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

**ARTICLE VI – ASSIGNMENTS AND SUBCONTRACTS:** No rights or obligations of the Contractor under this agreement shall be assigned. No rights or obligations of the Contractor under this agreement shall be subcontracted by the Contractor without approval of the County. All subcontracts shall incorporate the laws, rules, and regulations governing this agreement. The approved subcontracts shall forward copies of such to the County Office of Health and shall retain originals on file.

**ARTICLE VII – 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 Contractor 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 Contractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor'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 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 hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Contractor's employees, and with the requirements of A.R.S. § 23-214 (A). Contractor further agrees that County may inspect the Contractor's books and records to insure that Contractor is in compliance with these requirements. Any breach of this paragraph by Contractor will be deemed to be a material breach of this contract subjecting Contractor to penalties up to and including suspension or termination of this contract."

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

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

**ARTICLE X – TERM:** The Contract commences on the date it is signed by the County Manager and remains in effect through December 31, 2022, unless terminated earlier pursuant to this contract. The County shall have the sole option to renew the contract for three (3) additional one (1) year periods.

**ARTICLE XI – PAYMENT:** Contractor shall be paid an amount not to exceed \$3,000.00 for completion of the projects as outlined in the Scope of Services.

Gila County employs a "Net 15" payment term for professional services meaning the payment will be issued fifteen (15) days from the date the Accounts Payable Department receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions and they apply to all invoices received by the County.

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

**Invoices**

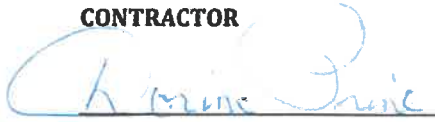
All payment demands shall be submitted to Gila County Accounts Payable at 1400 E. Ash St., Globe, Arizona 85501, and contain the purchase order number, contract number, and description of services performed.

**IN WITNESS WHEREOF**, two (2) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

**GILA COUNTY MANAGER**

  
**James Menlove**

**CONTRACTOR**

  
**Dorine Prine**

Date: 3-7-2022

Dorine Prine  
Print Name

**SERVICE AGREEMENT NO. 030322**

**CDBG #7519**

**COMMUNITY SERVICES-HOUSING**

**THIS AGREEMENT**, made and entered into this 7<sup>th</sup> day of March, 2022, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Advantage Home Performance, of the City of Prescott, State of Arizona, hereinafter designated the Contractor.

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

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

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

Scope of Work: Refer to attached Attachment "A" to **Service Agreement No. 030322** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement No. 030322** by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to **Service Agreement No. 030322**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

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

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

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

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

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

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

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

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

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

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

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

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

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

3. **Automobile Liability**

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE 14 - TERM:** The Contract commences on the date signed by the County Manager and remains in effect through May 22, 2022.

**ARTICLE 15 - PAYMENT/BILLING:** Contractor shall be paid a flat fee of \$8,000.00 for completion of the projects as outlined in the Scope of Services, in two (2) increments. Contractor shall submit an invoice for fifty percent (50%) upon commencement of the project, followed by an invoice for the remaining fifty percent (50%) upon completion of the project.

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

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

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

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

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

**IN WITNESS WHEREOF,** Service Agreement No. 030322 has been duly executed by the parties hereinabove named, on the date and year first above written.

**GILA COUNTY**

**ADVANTAGE HOME PERFORMANCE**

*Jacqueline Sanders*  
For James Menlove, County Manager

*Michael Uniacke*  
Signature

Date: 3-7-2022

Michael W. Uniacke  
Print Name



Payments Made Easy

**PAYMENT PROCESSING SERVICE AGREEMENT**

between

**nCourt**

**(“Provider”)**

having its principal place of business at:

**Alpharetta, GA**

and

**Gila County Sheriff's Office**

**(“Merchant”)**

having its principal address at:

**Globe, AZ**

THIS PAYMENT PROCESSING SERVICE AGREEMENT (this "**Agreement**") is made and entered into as of the \_\_\_\_ day of September, 2021 ("**Effective Date**") by and between Provider and Merchant. Merchant and Provider may each be referred to individually as a "**Party**" and together as the "**Parties**." The Schedules to this Agreement are attached or incorporated by reference.

For and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Provider and Merchant agree as follows:

## **1. E-PAYMENT SYSTEM.**

1.1. **E-Payment System.** Subject to the terms of this Agreement, during the Term, Provider will process electronic payments to Merchant ("**Payments**") from Merchant's taxpayers, citizens and/or customers ("**Customers**") via an electronic payment system that is provided by Provider and is described in more detail on **SCHEDULE A** (the "**E-Payment System**"). Merchant will promptly provide Provider with information reasonably required by Provider in order to promptly and accurately perform the services contemplated by this Agreement.

1.2. **Payment Date.** The date the Payment is posted is the date the Customer manually transmits the Payment to the E-Payment System or the date an agreed automatic Payment is initiated, whichever is applicable (the "**Payment Date**"). The Payment Date will be deemed the date the Payment is made for all purposes, including any late fees, if any, that Merchant may charge to such Customer. Provider will remit to Merchant all Payments paid via the E-Payment System no later than two (2) business days, excluding bank holidays, following the Payment Date. Provider cannot control Merchant's financial institution's funds availability or posting policies.

1.3. **Indemnified Payments.** Provider will promptly investigate all Chargebacks (as defined by the Rules of the applicable Payment Network) with the assistance of Merchant. Provider will be liable for Chargeback liability derived from Payments processed by Provider; provided, however, that (a) the Payment was made via credit card, debit card, PayPal, or Venmo; and (b) Provider may, in its sole discretion, implement any fraud prevention systems that it deems necessary, appropriate and/or advisable, including, but not limited to, CVV2, Address Verification Service, Verified by Visa, MasterCard Secure Code and/or similar systems; and (c) Merchant, will promptly, from time to time, deliver to Provider all agreements, documents and data and perform all such acts and deeds that Provider requests from (or of) Merchant for the purpose of resolving a Chargeback; and (d) Merchant will reimburse Provider in respect to fraud, deposit errors and/or duplicative payments.

1.4. **Modification of E-Payment System.** Provider may modify the features and functionality of the E-Payment System at any time and from time to time; provided, however, that Provider will not modify the E-Payment System in a manner that would significantly adversely affect the use thereof, without providing at least ten (10) days prior notice to Merchant of any such modification.

1.5. **Fees.** In consideration for the provision of the E-Payment System, Customers will pay to Provider, in respect of each Payment, the Convenience Fees that are detailed in **SCHEDULE B** and Merchant, if applicable, will pay to Provider the Merchant Absorbed Fees and/or other fees set forth on **SCHEDULE B**. Provider will pay the charges levied by the Payment Networks for processing Payments, including interchange fees, assessments, authorization fees, risk fees, transmission fees and similar fees ("**Transaction Fees**") and for Chargeback Resolution Fees. If federal and/or state statutes or Payment Network Rule changes impact the ability to impose the Convenience Fees and/or Merchant Absorbed Fees, or if the Payment Network(s) notify either party of changes required to the Convenience Fees and/or Merchant Absorbed Fees, the parties agree to amend the Convenience Fees and/or Merchant Absorbed Fees to comply with such statutes and rule changes. The Convenience Fees and/or Merchant Absorbed Fees are calculated based on the assumptions that the total number of payments and the total payment amount collected each month from the use of non-consumer credit and debit cards shall be under 5% of the respective total per month and that the combined cost of Third Party Fees is less than 60% of the Convenience Fees and/or Merchant Absorbed Fees charged by Provider for a given transaction type (e.g., tax payment) and/or payment method (e.g., Visa credit) (collectively, the "**Fee Assumptions**"). Provider may amend **SCHEDULE B** upon prior written notice to Merchant, if a Fee Assumption is not accurate or if such change is required due to changes in the Rules. "**Payment Network**" means a group of credit/debit card issuer banks, debit networks and other method providers, including, without limitation, PayPal Commerce, Visa U.S.A., Inc., MasterCard International, Inc., American Express, Discover, and the NYCE, Pulse, Star, and Interlink debit networks. "**Rules**" are the bylaws, rules, and regulations, as they exist from time to time, of the Payment Networks. "**Third Party Fees**" means all taxes imposed by any governmental entity and Transaction Fees.

1.6. **Reporting.** Provider will provide its standard daily transaction reports; provided, however, that Provider may provide custom transaction reports to Merchant for an additional monthly fee upon Merchant's request.

1.7. **Routine Transaction Processing.** Provider may, in its sole discretion, route Payments through any eligible network, including but not limited to debit networks, and/or process Convenience Fees as a single transaction (Convenience Fee plus Payment) or as separate transactions.

## **2. GENERAL.**

2.1. **Operating Regulations.** Merchant agrees that the Association's and other payment network's by-laws, operating regulations and/or all other rules, policies and procedures, including but not limited to the Payment Card Industry Data Security Standard, the VISA Cardholder Information Security Program, the Mastercard Site Data Protection Program, and any other program or requirement that may be published and/or mandated by the Associations or payment networks (collectively "**Operating Regulations**") are incorporated

by reference into this Agreement and that nothing in this Agreement shall be construed to interfere with or lessen the right of Processor, Member Bank, or the Associations to terminate the Provider Merchant Agreement at any time. "Associations" as used in the Agreement shall mean Mastercard International Inc. ("Mastercard"), VISA U.S.A. Inc. ("VISA"), Discover ("Discover"), and certain similar entities. In the event of a conflict between this Agreement and the Operating Regulations, the Operating Regulations will control. "Member Bank" as used in this Agreement shall mean a member of VISA, Mastercard and/or Discover, as applicable, that provides sponsorship services in connection with this Agreement. Merchant acknowledges and agrees:

- 2.1.1. it is responsible for the actions of its employees and agents;
- 2.1.2. it will comply with all applicable laws and regulations and all applicable parts of the Operating Regulations; including those parts regarding the ownership and use of an Association's mark including but not limited to names, logos, trade names, logotypes, trademarks, service marks, trade designations, and other designations, symbols ("Association Marks");
- 2.1.3. Provider or an Association is authorized to research Merchant's background including, but not limited to, credit background checks, banking relationships, and its financial history;
- 2.1.4. notwithstanding any provisions in the agreement to the contrary, information obtained in connection with Merchant's application or processing relationship may be shared with Association for any legitimate purpose;
- 2.1.5. it will notify Provider of any third party that will have access to cardholder data;
- 2.1.6. it will comply with, and will contractually require its suppliers and agents to comply with, the provisions of the Cardholder Information Security Program (CISP) and PCI DSS, or other security program as required by an Association and demonstration compliance with these security obligations; and
- 2.1.7. Associations may conduct, or direct another party to conduct, an audit of Merchant at any time, and Merchant must comply in all material respects with such audit until its completion.
- 2.1.8. In the event that more than \$1,000,000 in Visa transactions and/or \$1,000,000 in MasterCard transactions (or such other amount provided by the Operating Regulations) ("Benchmark Amount") is processed through and on behalf of Merchant in any 12-month period, Merchant will automatically be deemed to have accepted, and will be bound by, the "Merchant Services Agreement for Sub-Merchants" with Provider's designated merchant acquirer ("Acquirer") which is set forth in SCHEDULE C, the terms of which will be independently enforceable by Acquirer.

## 2.2. Merchant Obligations.

### 2.2.1. Merchant represents and warrants that it will not:

- i. discriminate against Cards or Issuers (e.g. limited acceptance options) except in full compliance with the Operating Regulations;
- ii. intermingle fees associated with an Associations' transactions with fees associated with other Card transactions in its pricing;
- iii. submit any transaction to Provider that was previously charged back and subsequently returned to the Merchant, irrespective of Cardholder approval;
- iv. knowingly submit any transaction that is illegal or that the Merchant should have known was illegal. Merchant acknowledges that such transaction must be legal in both Cardholder's and Merchant's jurisdiction;
- v. submit a transaction that it knows, or should have known is either fraudulent or not authorized by the Cardholder;
- vi. require a Cardholder to complete a postcard or similar device that includes the Cardholder's account number, Card expiration date, signature, or any other Card account data in plain view when mailed, nor request a Card Verification Value 2 ("CVV2") for a card-present transaction, nor retain or store any portion of the magnetic-stripe data subsequent to the authorization of a sales transaction, nor any other data prohibited by the Operating Regulations or this Agreement, including CVV2;
- vii. add a surcharge to transactions, except as expressly permitted by, and in full compliance with, the Operating Regulations;
- viii. charge a minimum or maximum amount for a transaction unless expressly authorized by, and in full compliance with, the Operating Regulations;
- ix. disburse funds in the form of cash unless Merchant is participating in full compliance with a program supported by an Association for such cash disbursements and in full compliance with the Operating Regulations;
- x. submit a transaction that does not result from an act between the Cardholder and the Merchant;



- xi. accept a Card issued by a U.S. Issuer to collect or refinance an existing debt, unless expressly authorized by, and in full compliance with, Operating Regulations;
- xii. request or use a Card account number for any purpose other than as payment for its goods or services; and
- xiii. add any tax to transactions, unless applicable law expressly requires that a Merchant be permitted to impose a tax. In such event, any tax amount, if allowed, must be included in the transaction amount and not collected separately.

2.2.2. If applicable, Merchant will provide Provider with a copy of its annual PCI Attestation of Compliance (AOC) and/or PCI Self-Assessment Questionnaire (SAQ) (as applicable based on PCI DSS qualifications) annually.

2.3. American Express. If Merchant chooses to accept American Express, then Merchant agrees to the terms and conditions set forth below.

2.3.1. Processing Restrictions. Merchant is prohibited from processing Transactions or receiving payments on behalf of, or (unless required by law) re-directing payments to any other party.

2.3.2. Third Party Beneficiary Rights.

- i. Merchant confers on American Express the beneficiary rights, but not obligations, to the Agreement and, as such, American Express has the express right to enforce the terms of the Agreement against the Merchant.
- ii. Merchant warrants that it does not hold third party beneficiary rights to any agreements between Provider and American Express and at no time will attempt to enforce any such agreements against American Express.

2.3.3. American Express Liability. MERCHANT ACKNOWLEDGES AND AGREES THAT IN NO EVENT SHALL AMERICAN EXPRESS, ITS AFFILIATES, AGENTS, SUCCESSORS, OR ASSIGNS BE LIABLE TO MERCHANT FOR ANY DAMAGES, LOSSES, OR COSTS INCURRED, INCLUDING INCIDENTAL, INDIRECT, SPECULATIVE, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (WHETHER BASED ON CONTRACT, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, FRAUD, OR OTHERWISE, OR STATUTES, REGULATIONS, OR ANY OTHER THEORY), ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT.

2.3.4. The American Express Merchant Operating Guide may be viewed at: [www.americanexpress.com/merchantopguide](http://www.americanexpress.com/merchantopguide)

2.4. PayPal. If Merchant chooses to accept PayPal, then Merchant and agrees to the term and conditions set forth below.

2.4.1. Merchant authorizes and directs Provider to: (a) establish a PayPal account for and on behalf of Merchant ("Merchant's PayPal Account"); (b) authorize and direct PayPal to deposit Payments from Customers to Merchant via PayPal ("PayPal Payments") into the Merchant's PayPal Account; (c) authorize and direct PayPal to link Merchant's PayPal Account to Merchant's bank account described below ("Merchant's Bank Account"); (d) authorize and direct PayPal to regularly sweep funds from the Merchant's PayPal Account to Merchant's Bank Account; and (e) administer and manage the Merchant's PayPal Account, including receipt of any PayPal notices in connection with each account. Provider believes that, pursuant to its contract with PayPal as outlined above, Provider does not receive, transfer and/or transmit funds. Rather, funds flow from Customers to PayPal, and then from PayPal to Merchant. If, however, any governmental entity asserts that Provider does receive, transfer and/or transmit funds, then: Merchant (y) hereby appoints Provider as its lawful agent to receive and process PayPal Payments; and (z) acknowledges and agrees that, with respect to the payor, payment to Provider constitutes delivery of such payment to Merchant; and, as such, Merchant will not hold the Customer responsible for Provider's failure to deliver payment, but rather Merchant will seek redress only from Provider.

Merchant Bank Account Information:

Name of Bank:

ABA No.:

Account No.:

Account Name:

Reference:

2.5. Exclusivity. Merchant will not accept credit card or other Electronic Payments through a similar E-Payment System for Payments from Customers for the services listed on SCHEDULE A hereto other than through Provider without the prior written consent of Provider.

2.6. Compliance with Law. Each party will comply, at such party's own expense, with all laws, policies, guidelines, regulations, ordinances, orders, and rules of all governmental authorities and/or regulatory bodies having jurisdiction over such party and/or the subject matter of this Agreement, including, without limitation, the rules promulgated by the Credit Card Payment Networks, the

Payment Card Industry (PCI) Data Security Standard, Visa Cardholder Information Security Program (CISP), the MasterCard Site Data Protection Program (SDP), and the Federal Trade Commission. Provider shall comply with applicable laws and regulations governing electronic check processing, check conversion, and/or the initiation of preauthorized electronic debit entries, including but not limited to the Electronic Fund Transfer Act of 1978, Federal Reserve Regulation E, the Electronic Signatures in Global and National Commerce Act, and all FTC and NACHA rules and regulations. Merchant may be responsible for any fines and/or penalties related to ACH notifications of change (NOC) and/or electronic check return cancellations that are not remedied in accordance with the NACHA Rules.

2.7. **Nondisclosure.** Each party agrees to keep confidential and to use only for purposes of performing under this Agreement, any proprietary or confidential information of the other party disclosed pursuant to this Agreement which is appropriately marked as confidential or which could reasonably be considered of a proprietary or confidential nature ("**Confidential Information**"), and, except as otherwise permitted by this Agreement, the terms of this Agreement and all negotiations relating thereto (but not the existence of this Agreement generally). The obligation of confidentiality does not apply to information which is required by law to be disclosed (including public right-to-know laws), which is publicly available through authorized disclosure, is known by the receiving party at the time of disclosure, or is rightfully obtained from a third party that has the right to disclose it. All Confidential Information will remain the property of the disclosing party.

2.8. **Privacy and Security.** Merchant is solely responsible for the security of data residing on servers owned or operated by Merchant and all third parties (other than Provider) designated by Merchant (e.g., a Web hosting Merchant, processor and other service providers), and for data transmitted to Provider. Merchant will not use, disclose, sell, and/or disseminate any cardholder information obtained in connection with a Payment (including the names, addresses and card account numbers of cardholders) except for purposes of authorizing, completing, and settling a Payment and resolving any Chargebacks, retrieval requests, or similar issues involving a Payment, other than pursuant to a court or governmental agency request, subpoena, or order. Merchant will use proper controls for and limit access to, and render unreadable prior to discarding, all records containing card account numbers and card imprints. Merchant agrees that it will comply with all Provider security protocols and security advisories in effect during the Term. Merchant is responsible for verifying the accuracy and completeness of all Payments submitted and processed by Provider associated with Merchant's account and verifying that all corresponding funds are accurately processed.

2.9. **System Breach.** Merchant warrants that Merchant has taken such precautions as are necessary to ensure that Merchant server and electronic systems are secure from breach or intrusion by unauthorized third parties. In the event that Merchant system is breached, or is suspected of having been breached, and an unauthorized third party has access to or has accessed end-user data or Payment data, Merchant will notify Provider promptly of such breach and will take such precautions as may be necessary to prevent such breaches from occurring in the future.

2.10. **Specific Prohibitions.** Notwithstanding anything contrary in this Agreement, Merchant will not: (a) rent, lease, assign, sublicense, transfer, distribute, allow access to, and/or time share the E-Payment System to or with any third party; (b) disassemble, decompile, decrypt, extract, reverse engineer and/or modify the E-Payment System, or otherwise apply any procedure or process to the E-Payment System in order to ascertain, derive, and/or appropriate for any reason or purpose the source code or source listings for the E-Payment System or any algorithm, process, procedure, or other information contained in the E-Payment System; (c) distribute, facilitate, enable or allow access or linking to the E-Payment System in any manner deemed by Provider in its sole and absolute discretion to be objectionable or harmful to the business and/or reputation of Provider and/or for any unlawful, illegal, pornographic, and/or injurious purpose; (d) make any use of the E-Payment System that impairs the functionality of the E-Payment System; (e) make use of the E-Payment System in any way, other than in accordance with this Agreement or as otherwise instructed by Provider in writing; (f) use the E-Payment System, either directly or indirectly, to develop any product or service that competes with the products and/or services provided by Provider; (g) make any copies of the E-Payment System; (h) circumvent or attempt to circumvent any applicable security measures of the E-Payment System; (i) attempt to access or actually access portions of any Provider systems and/or software not authorized for Merchant's use; and/or (j) use the E-Payment System in any manner, or in furtherance of any activity that may cause Provider to be subject to investigation, prosecution, and/or legal action.

2.11. **Intellectual Property.** Provider represents that it owns, licenses or has the right to use and will retain during the Term all proprietary rights in and to the E-Payment System and related materials that Provider may use in connection with implementation and operation of the E-Payment System. Merchant acknowledges that, as between Merchant and Provider, Provider owns, licenses and/or has the right to use, all right, title and interest, including without limitation any and all rights existing under patent law, copyright law, moral rights law, trade secret law, trademark law, unfair competition law, publicity rights law, privacy rights law, and any and all other proprietary rights in and to all of the intellectual property developed, owned, used and/or licensed by Provider in connection with its performance under this Agreement, including the E-Payment System (the "**Provider IP**") and that Merchant will not acquire any right, title, or interest in or to the Provider IP, including the E-Payment System. There are no implied licenses granted under this Agreement, and any rights not expressly granted to Merchant hereunder are reserved by Provider. Merchant will not take any action inconsistent with Provider's property rights in and to the E-Payment System, and/or any other intellectual property right of Provider.

2.12. **Terminals.** Merchant acknowledges and agrees that Provider may provide Merchant point of sale terminals solely for the purpose of permitting Customers to initiate Payments via the E-Payment System. Upon receipt, this hardware becomes the sole and exclusive property of the Merchant. Provider will facilitate processing of any warranty claims on the provided devices during the

manufacturers' warranty period. Following the expiration of the manufacturers' warranty, Provider will subsidize the replacement of any defective or damaged device according to the following schedule:

Replacement period: Provider will pay the following proportions of the replacement cost:

1<sup>st</sup> year following warranty expiration: 25%

2<sup>nd</sup> year following warranty expiration: 50%

3<sup>rd</sup> year following warranty expiration: 75%

4<sup>th</sup> year following warranty expiration and beyond: 100%

2.13. Change Control Process. The Parties agree to use the Provider organizational standard change process "*Change Control Process*" for all changes requested by Merchant and agreed to by Provider. Provider may, in its sole discretion, change, modify and/or update the Change Control Process at any time provided that Provider provides at least ten days prior notice to Merchant.

2.14. Customer Terms & Conditions. As part of the E-Payment System, the Customer will agree to the E-Payment System terms and conditions ("*Disclaimer Language*"). Provider may, in its sole discretion, change, modify and/or update the Disclaimer Language at any time provided that Provider provides at least ten days prior notice to Merchant.

### 3. DISCLAIMER OF WARRANTIES.

3.1. AVAILABILITY. PROVIDER MAKES NO WARRANTIES REGARDING THE QUALITY, RELIABILITY, TIMELINESS OR SECURITY OF THE WORLD WIDE WEB OR TELEPHONE LINES, THE INTERNET AND OTHER GLOBALLY LINKED COMPUTER NETWORKS, OR THE WEBSITES ESTABLISHED THEREON INCLUDING THE E-PAYMENT SYSTEM, WILL BE UNINTERRUPTED OR ERROR FREE AND PROVIDER WILL IN NO WAY BE LIABLE TO MERCHANT OR CUSTOMER DUE TO ANY DISRUPTION OF PROVIDER'S E-PAYMENT SYSTEM OR NON-AVAILABILITY OF THE E-PAYMENT SYSTEM DURING WHICH CUSTOMERS ARE UNABLE TO ACCESS OR USE THE E-PAYMENT SYSTEM DUE TO A CONFIRMED PROBLEM THEREIN.

3.2. THIRD PARTY PRODUCTS. MERCHANT UNDERSTANDS AND AGREES THAT PROVIDER MAY USE THIRD PARTY PRODUCTS IN CONNECTION WITH THE E-PAYMENT SYSTEM OFFERED HEREUNDER. THESE PRODUCTS MAY INCLUDE FIREWALL SECURITY, WEB SERVER SOFTWARE AND ENCRYPTION SOFTWARE. PROVIDER MAKES NO REPRESENTATION OR WARRANTY REGARDING THE PERFORMANCE OF SUCH THIRD-PARTY SOFTWARE, SPECIFICALLY INCLUDING ANY WARRANTY THAT PERFORMANCE WILL BE UNINTERRUPTED OR ERROR-FREE.

3.3. NO IMPLIED WARRANTIES. EXCEPT FOR ANY EXPRESS WARRANTIES CONTAINED IN THIS AGREEMENT, NEITHER PROVIDER NOR ANY THIRD PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, REGARDING THE E-PAYMENT SYSTEM OR SERVICES PROVIDED HEREUNDER AND SPECIFICALLY DISCLAIMS THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND AGAINST INFRINGEMENT, TO THE MAXIMUM EXTENT POSSIBLE BY LAW.

### 4. NO CONSEQUENTIAL DAMAGES.

4.1. IN NO EVENT WILL A PARTY BE LIABLE TO THE OTHER PARTY, OR TO ANY THIRD PARTY, FOR CONSEQUENTIAL, EXEMPLARY, INDIRECT, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, EVEN IF THE PARTY THAT WOULD OTHERWISE HAVE BEEN LIABLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### 5. LIMITATION OF LIABILITY

5.1. IN NO EVENT WILL PROVIDER'S LIABILITY EXCEED THE CONVENIENCE FEES PAID TO PROVIDER UNDER THIS AGREEMENT DURING THE 12 MONTH PERIOD PRIOR TO THE ACCRUAL OF THE CLAIM REGARDLESS OF THE FORM OF THE CLAIM (INCLUDING, WITHOUT LIMITATION, ANY CONTRACT, PRODUCT LIABILITY, OR TORT CLAIM).

### 6. INDEMNIFICATION.

6.1. PROVIDER SHALL HOLD HARMLESS, INDEMNIFY, AND DEFEND MERCHANT, AND ALL OF ITS OFFICERS, EMPLOYEES, AND/OR OFFICIALS FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, LOSSES, DAMAGES, OR OTHER COSTS OF WHATSOEVER NATURE THAT MAY BE ASSERTED BY ANY THIRD PARTY ARISING FROM OR IN CONNECTION WITH THE COLLECTION OF PAYMENTS BY CREDIT OR DEBIT CARD OR THROUGH INTERNET TRANSACTIONS PURSUANT TO THE TERMS OF THIS AGREEMENT.

### 7. TERM AND TERMINATION.

7.1. Term. Subject to Section 7.2, this Agreement will commence upon the Effective Date and will continue for three (3) years, at which point in time the Agreement will automatically renew for successive one (1) year periods unless either party, at least sixty (60) days prior to the expiration of the then applicable term, provides the other with written notice of its desire to terminate this Agreement.

7.2. Termination for Cause. Either party may terminate this Agreement at any time upon written notice to the other party as a result of any of the following events: (i) any noncompliance with this Agreement which is not cured within thirty (30) days of notice thereof from the other party (except that no cure period is allowed for termination based on fraud); and/or (ii) any voluntary or involuntary bankruptcy or insolvency proceeding involving the other party. Additionally, Provider may terminate this Agreement upon thirty (30) days' notice to Merchant, if, Provider determines in its sole discretion that it is no longer economically prudent for Provider to absorb liability for Chargebacks.

7.3. Non-Appropriation. Provider acknowledges that Merchant is a governmental entity, and the Agreement validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of Merchant's obligations under this Agreement, then this Agreement shall automatically expire without penalty to Merchant after written notice to Provider of the unavailability and non-appropriation of public funds. It is expressly agreed that Merchant shall only activate this non-appropriation provision as an emergency fiscal measure. Merchant shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this Agreement, or to enable Merchant to contract with another contractor for the same supplies or services covered under this Agreement.

7.4. Effect of Termination. Termination of this Agreement will not relieve either party of any obligation to pay the other party any amounts due and owing to the other party prior to such termination.

7.5. Survival. Sections 2 through 6 and 8 will survive any termination or expiration of this Agreement.

## **8. INSURANCE AND COMPLIANCE.**

8.1. Legal Arizona Workers Act Compliance. Provider hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to Provider's employment of its employees, and with the requirements of A.R.S. § 41-4401 and 23-214(A) (together the "State and Federal Immigration Laws"). Provider shall further ensure that each subcontractor who performs any work for Provider under this Agreement likewise complies with the State and Federal Immigration Laws. Merchant shall have the right at any time to inspect the books and records of Provider and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws. Any breach of Provider'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 Agreement subjecting Provider 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, Provider shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion. Provider shall advise each subcontractor of Merchant'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 Provider.

8.2. Provider agrees to procure and maintain, at Provider's own expense and without cost to Merchant, for the duration of this Agreement, the following types of insurance. The policy limits required are to be considered minimum amounts:

8.2.1. General Liability Insurance policy with a \$1,000,000 combined single limit for each occurrence to include the following coverage: Operations, Products and Completed Operations, Personal Injury, Contractual Liability covering this contract, "X-C-U" hazards, and Errors & Omissions.

8.2.2. Workers' Compensation and Employers Liability Insurance covering all employees of Licensor and subcontractors, as required by law.

8.2.3. Professional Liability Insurance Policy in the amount of \$1,000,000 per claim.

8.3. Provider shall provide certificates of insurance to Merchant demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this Agreement. The certificates of insurance shall indicate that the policies have been endorsed to cover Merchant as an additional insured (a waiver of subrogation in lieu of additional insured status on the workers compensation policy is acceptable) and that these policies may not be canceled or modified without thirty (30) days prior written notice to Merchant.

8.4. The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of Provider under the terms of this Agreement. Subcontractor insurance shall be the responsibility of the vendor.

## **9. MISCELLANEOUS.**

9.1. Promotion of Services. Merchant will promote the use by Customers of the E-Payment System by, including, but not limited to, publishing relevant URL(s) and telephone numbers for the E-Payment System on the Merchant's home page, billing notices and

promotional materials and distributing point of sale materials. All published materials referencing Provider or the E-Payment System will be approved for accuracy by Provider prior to publishing.

9.2. Governing Law; Waiver of Jury Trial. This Agreement will be governed by and construed in accordance with the laws of the State of Arizona without reference to conflict of law provisions. Any action, proceeding, litigation, or mediation relating to or arising from this Agreement must be brought exclusively in Arizona. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHTS EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON, ARISING OUT OF, OR IN CONNECTION WITH THIS AGREEMENT.

9.3. Binding Upon Successors and Permitted Assigns. This Agreement will be binding upon and inure to the benefit of the parties, their successors and permitted assigns. Neither this Agreement nor any right, license, privilege or obligation provided herein may be assigned or transferred by a party without the other party's prior written consent, which consent will not be unreasonably withheld, and any attempted assignment or transfer without such consent is void; provided, however, that each party may, without the consent of the other party, assign this Agreement (and its rights hereunder) in connection with any reorganization, consolidation, merger, sale of stock, sale of substantially all assets and/or similar type of transaction(s), if the successor in interest to such assigning party assumes the obligations of the assigning party under this Agreement in writing, is properly licensed to conduct the business contemplated hereunder, and otherwise agrees to be bound by all of the terms of this Agreement.

9.4. Relationship of Parties. The relationship of Provider to Merchant under this Agreement will be that of an independent contractor and nothing contained in this Agreement will create or imply an agency relationship between Merchant and Provider, nor will this Agreement be deemed to constitute a joint venture or partnership between Merchant and Provider.

9.5. Notices. All notices required or permitted under the Agreement will be in writing and sent to the other party at the address specified on the signature page below or to such other address as either party may substitute from time to time by written notice to the other and will be deemed validly given upon receipt of such notice given by mail (postage prepaid), electronic mail, or personal or courier delivery to such address.

9.6. Captions and Headings. The captions and headings appearing in this Agreement are for reference only and will not be considered in construing this Agreement.

9.7. Waiver. No term or condition of this Agreement may be waived except pursuant to a written waiver executed by the party against whom such waiver is sought to be enforced.

9.8. Severability. If any provision of this Agreement, or the application thereof, is found invalid or unenforceable, that provision will be amended to achieve as nearly as possible the same economic effect as the original provision and the remainder of this Agreement will remain in full force.

9.9. Publicity. The parties agree that they will not use the other party's name, trademark or service mark, or the existence of the contractual relationship in any press release, marketing, promotional, advertising, or any other materials without the other party's prior written consent.

9.10. Amendment and Changes. This Agreement or any provision hereof may not be changed, amended, supplemented, discharged, terminated, or otherwise altered except by a statement in writing signed by the party against whom enforcement of same is sought.

9.11. Force Majeure. Neither party will be liable for delays in processing or other nonperformance caused by such events as fires, telecommunications, utility, or power failures, equipment failures, labor strife, riots, war, nonperformance of our vendors or suppliers, acts of God, or other causes over which the respective party has no reasonable control.

9.12. Entire Agreement. This Agreement, including the Schedules, contains the entire understanding and agreement between the parties with respect to its subject matter, superseding all prior or contemporaneous representations, understandings, and any other oral or written agreements between the parties with respect to such subject matter.

9.13. Facsimile Signature and Counterparts. This Agreement may be executed by exchange of signature pages by facsimile, e-mail and in any number of counterparts, each of which will be an original as against any party whose signature appears thereon and all of which together will constitute one and the same instrument.

*[Signatures on Following Page]*

*IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives as of the date first above written.*


**Gila County Manager**

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

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

Title: \_\_\_\_\_

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

  
JAMES MENLOVE  
COUNTY MANAGER  
3-9-2022


**Gila County Attorney's Office**

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

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

Title: \_\_\_\_\_

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

  
Jessica Scibelli  
Senior Civil Deputy County Attorney  
2/28/22

**nCourt, LLC:**

DocuSigned by:

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

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

Title: \_\_\_\_\_

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

  
Adam WILKINS

General Manager

1/27/2022

*[Signature Page to this Payment Processing Service Agreement]*



## SCHEDULE A : SCOPE OF SERVICES

### STRATEGY

After the contracting process has ended, Provider will build and the maintain payment channel(s), as defined below, to allow Merchant to securely accept, validate, and track payment data from its Customers. Where Web E-Payment System is in scope, an initial test site will be built to load all data received from Merchant. On this test site, Provider will build logic and business rules to govern the hosted data. Provider will establish Merchant Identification credentials. Merchant Identification credentials will be applied into the hosted site. Once the payments are tested, Provider will initiate training for all Merchant personnel, done remotely. Upon successful training, the hosted website will be moved into a production environment and undergo a subsequent round of testing. After testing and validation of the data, Merchant will direct Provider to launch the site.

The date of System launch ("Go-Live") will be targeted during an implementation kickoff call with all relevant stakeholders.

The successful completion of this Scope of Work is dependent on Merchant reviewing test content, data, and functionality in a timely manner, and providing an appropriate level of operational and strategic engagement to participate in training, deploy the solution into production environments, and follow through with the responsibilities listed below.

### SCOPE

For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Merchant will make resources available to assist Provider in the timely launch of the payment processing program. Provider cannot be held accountable for unreasonable Merchant delays and may choose to delay the implementation should Merchant not be able to provide appropriate resources. If system does not launch within twelve (12) months of signature date due to Merchant delays, the full implementation fee will become due. Otherwise there is not cost for the implementation or services provided unless specified herein.

Payments are deposited daily into a custodial account and transferred by ACH electronic transfer to Merchant daily. The payment will be accompanied by a reconciliation detailing the payments included. Any money transfer fees will be absorbed by Provider.

#### 2. E-Payment System Utilization

- 2.1. Merchant will make Provider's Services available to its Customers through various means of communication, including a) through billing statements, invoices and other payment notices; b) by providing IVR and Web payment details on the Merchant's website including a "Pay Now" or similar link on a mutually agreed prominent place on the web site; c) through the Merchant's general IVR/Phone system and d) other channels deemed appropriate by the Merchant.
- 2.2. Provider shall provide the Merchant with logos, graphics, and other marketing materials for use in its communication with its Customers regarding the payment services provided by Provider. Both parties agree that Provider will be presented as the primary payment method option. Merchant will communicate the Provider payment Service option to its Customers wherever the Merchant generally communicates its other payment methods.

- 2.3. Payments types shall be processed through the payment channels defined in this Agreement as marked (☑):

- ☐ Tax
- ☐ Utilities
- ☒ Court Fees & Fines
- ☐ Licenses
- ☐ Parks & Recreation
- ☐ Child Support
- ☒ Miscellaneous

#### 3. Provider Deliverables: Provider shall deliver the following, included as marked (☑):

##### 3.1. ☑ Web E-Payment System

- 3.1.1. Provider shall build, host and maintain Merchant-specific website(s) for [Merchant Full Name]. Provider will purchase a URL, [www.TBD.com](http://www.TBD.com).
- 3.1.2. Provider will provide a secure website that will allow payers to enter their pertinent information, e.g., citizen name or other unique identifier, and then proceed to pay with a credit or debit card.
- 3.1.3. System will collect and transmit payment information for authorization and settlement.



- 3.1.4. System will provide method of transferring transaction data back to Merchant.
- 3.1.5. Upon notification of an over- or under-payment of any fine amount, Provider will refund an overpayment or notify the Customer via automated email of their under-payment and the remaining amount due.
- 3.1.6. The payer will be simultaneously advised via automated email that the transaction has been completed and will receive further notification when the Merchant processes the payment.
- 3.2. ☒ Counter E-Payment System
  - 3.2.1. Provider shall deliver and configure 2 EMV device(s).
  - 3.2.2. Provider shall deliver an administrator portal for counter payments.
  - 3.2.3. Provider shall remotely upgrade EMV devices as appropriate.
  - 3.2.4. Provider shall provide one (1) remote, web-based training session covering setup and use of EMV devices.
- 3.3. ☐ Phone / Call Center E-Payment System
  - 3.3.1. Provider shall provide a toll-free telephonic customer service function to ensure that Customers utilizing the Program have a satisfactory experience that does not require the technological assistance of Merchant personnel.
- 3.4. ☐ IVR - E-Payment System
  - 3.4.1. IVR solution shall be hosted and maintained by Provider.
  - 3.4.2. Provider shall configure call scripts according to industry best practices.
  - 3.4.3. IVR functionality shall only include search/retrieval and payment processing of Case payments in full.
- 3.5. ☐ Text and Email Payment System
  - 3.5.1. Provider will deliver functionality to allow Customers to set up text (SMS) and/or email payment and notification preferences through their E-Payment System profile. Customers will be required to (i) have a valid payment method stored within their profile and (ii) verify their cell phone number prior to completing registration.
- 3.6. ☐ eCheck/ACH E-Payment System
  - 3.6.1. Provider will configure web E-Payment System to accept eCheck/ACH Payments.
- 3.7. ☐ Integrations
  - 3.7.1. Provider will create/maintain an integration with record management or other system.
- 3.8. ☐ E-Payment System Training
  - 3.8.1. Provider will provide support and training to Merchant personnel via live, web-based session(s). A training schedule will be shared during implementation.
- 4. **Merchant's Responsibilities:** In order for Provider to provide the Services outlined in this Agreement, the Merchant shall deliver the following, included as marked (☒):
  - 4.1. ☒ General
    - 4.1.1. Provide a fine list in an electronic format and updates within forty-eight (48) hours of a change.
    - 4.1.2. Provide a payment schedule in an electronic format (if applicable).
    - 4.1.3. Attend client care calls as requested.
    - 4.1.4. Notify Provider of changes to any state, county, or municipal mandates or laws.
    - 4.1.5. Revoke system access of terminated Merchant employees at time of termination.
  - 4.2. ☒ Web E-Payment System
    - 4.2.1. For the duration of this Agreement, Merchant will maintain an active link connecting the Merchant website and the Provider payment portal in a prominent and mutually agreed location on the Merchant website.
  - 4.3. ☒ Counter E-Payment System
    - 4.3.1. Merchant will keep all point of sale terminals in good order and repair except for normal wear and tear in the

ordinary course of business.

4.4. ☐ Phone E-Payment System

4.4.1. The phone number for the payment IVR (if applicable) and Provider Call Center (if applicable) will also be added to the website.

4.4.2. The Merchant will add the IVR Payment option (if applicable) as part of the Merchant general phone system.

4.5. ☐ Integrations

4.5.1. The Merchant, via their record management system, will update Provider's payment program on a near real-time basis, with data on all open and payable records from the Merchant's server. Upon exchange of the data, the information may be accessed, and payment made by the Customer.

## SCHEDULE B : FEES

1. The expected processing volume in the Program is estimated at \$1,000 per month.

### 2. E-Payment System

In consideration for the provision of the development, hosting, application, customer service, and processing fees related to the E-Payment System, Customers will pay applicable fees ("*Convenience Fees*") and/or Merchant will be billed applicable fees ("*Merchant Absorbed Fees*") associated with payment transactions marked (☒) as follows:

Payment Channel	Transaction Type	Fee Structure*	Merchant Absorbed
☒ Online (via web or mobile device)	☒ Credit Cards ☒ Visa ☒ Mastercard ☒ Discover ☒ American Express	For each transaction, the higher of: <b>5.00%</b> per transaction or <b>\$2.95</b> minimum fee per transaction	<input type="checkbox"/>
	☒ Debit Cards ☒ Visa ☒ Mastercard ☒ Discover		
	☒ PayPal / PayPal Credit / Venmo		
	☐ E-Check / ACH	<b>\$1.95</b> per transaction	<input type="checkbox"/>
☒ Counter (in-office via PCI compliant, EMV ready card readers)	☒ Credit Cards ☒ Visa ☒ Mastercard ☒ Discover ☒ American Express	For each transaction, the higher of: <b>5.00%</b> per transaction or <b>\$2.95</b> minimum fee per transaction	<input type="checkbox"/>
	☒ Debit Cards ☒ Visa ☒ Mastercard ☒ Discover		
	☐ E-Check / ACH	<b>\$1.95</b> per transaction	<input type="checkbox"/>
☐ Call Center (via live, bilingual call center agent)	☐ Credit Cards ☐ Visa ☐ Mastercard ☐ Discover ☐ American Express	For each transaction, the higher of: <b>7.00%</b> per transaction or <b>\$2.95</b> minimum fee per transaction	<input type="checkbox"/>
	☐ Debit Cards ☐ Visa ☐ Mastercard ☐ Discover		
	☐ E-Check / ACH	<b>\$2.95</b> per transaction	<input type="checkbox"/>
☐ IVR (via automated phone system)	☐ Credit Cards ☐ Visa ☐ Mastercard ☐ Discover ☐ American Express	For each transaction, the higher of: <b>5.00%</b> per transaction or <b>\$2.95</b> minimum fee per transaction	<input type="checkbox"/>
	☐ Debit Cards ☐ Visa ☐ Mastercard ☐ Discover		
	☐ E-Check / ACH	<b>\$2.95</b> per transaction	<input type="checkbox"/>

\*Fee structure includes indemnified transaction processing for credit and debit transactions.

### 3. Implementation Services

Only the services marked (☒) will be implemented. Fees will be waived if Merchant implements E-Payment System within twelve (12) months:

Implementation Service	Fee Recurrence	Fee
<input checked="" type="checkbox"/> E-Payment System Deployment & Program Implementation	One-time	<del>\$10,000.00</del> Waived
<input type="checkbox"/> IVR Implementation	One-time	
<input type="checkbox"/> Web Services or API Implementation	One-time	
<input type="checkbox"/> File Integration	One-time	
<input checked="" type="checkbox"/> Support & Training (2 hour(s))	Per hour	<del>\$150.00</del> Waived
<input type="checkbox"/> Custom Programming (__ hour(s))	Per hour	
<input checked="" type="checkbox"/> POS Terminals (2 terminal(s))	Per unit	<del>\$350.00</del> Waived

### 4. Ongoing Services

Payment processing and development services to be funded by Merchant, as marked (☒):

Service	Fee Recurrence	Fee
<input type="checkbox"/> Address Verification	Per occurrence	
<input type="checkbox"/> Chargeback Processing	Per occurrence	
<input type="checkbox"/> Statement Fee	Per occurrence	

### 5. Billing Terms

All pricing is contained in this SCHEDULE B and any Amendments or Addendums that may be executed by the Parties. The proposed pricing model may contain no transaction related or recurring costs for the Merchant and could result in Merchant incurring no charges during a billing cycle. Provider will send Merchant a monthly invoice for any charges incurred. The invoices will include detail for volumes and the number of transactions processed.

Merchant shall pay invoices within thirty (30) days of issue. Invoices not paid within this period shall be charged interest which compounds daily. The interest rate shall be the lower of 18% simple interest, or the highest amount allowable under applicable law. This interest shall accrue from the issue date and shall continue until invoice is paid in full.

Merchant is additionally liable for any applicable federal, state, or local Taxes (exclusive of income or gross receipts Taxes properly payable by Provider) and other fees or assessments incurred as a result of the use of the E-Payment System by Merchant.

### **SCHEDULE C : Merchant Services Agreement for Sub-Merchants**

This Merchant Services Agreement for Sub-Merchants ("Sub-MSA") is made among WORLDPAY, LLC, having its principal office at 8500 Governors Hill Drive, Symmes Township, OH 45249-1384 and its designated Member Bank (collectively "Acquirer") and Merchant in connection with the agreement between Merchant and Provider. Acquirer will provide Merchant (in this SCHEDULE C heretofore "Sub-merchant") with certain payment processing services ("Services") in accordance with the terms of this Sub-MSA. In consideration of Sub-merchant's receipt of credit or debit card funded payments, and participation in programs affiliated with Mastercard International Inc. ("Mastercard"), VISA U.S.A. Inc. ("VISA"), Discover ("Discover"), and certain similar entities (collectively, "Associations"), Sub-merchant is required to comply with the Operating Regulations (defined below) as they pertain to applicable credit and debit card payments. In addition, if Sub-merchant meets certain requirements under the Operating Regulations or an Association or the Operating Regulations otherwise require, Sub-merchant may be required to enter into a direct relationship with an entity that is a member of the Associations. By executing this Sub-MSA, Sub-merchant has fulfilled such requirement. However, Acquirer understands that Sub-merchant may have contracted with Provider (in this SCHEDULE C heretofore "Provider") to obtain certain processing services and that Provider may have agreed to be responsible to Sub-merchant for all or part of Sub-merchant's obligations contained herein. In consideration of the foregoing recitals and of the mutual promises contained herein, the parties agree as follows:

- i. **Certain Sub-merchant Responsibilities.** Sub-merchant agrees to comply, and to cause third parties acting as Sub-merchant's agent ("Agents") to comply, with the Association's and other payment network's by-laws, operating regulations and/or all other rules, policies and procedures, including but not limited to the Payment Card Industry Data Security Standard, the VISA Cardholder Information Security Program, the Mastercard Site Data Protection Program, and any other program or requirement that may be published and/or mandated by the Associations or payment networks (collectively "Operating Regulations"). Sub-merchant may review the VISA, Mastercard, and Discover websites for a copy of the Visa, Mastercard and Discover regulations. The websites are: <https://usa.visa.com/support/small-business/regulations-fees.html> and <http://www.mastercard.com/us/merchant/> and <http://www.discovernetwork.com/merchants/>. Sub-merchant also agrees to comply with all applicable state, federal, and local laws, rules, and regulations ("Laws"). Without limiting the foregoing, Sub-merchant agrees that it will fully comply with any and all anti-money laundering laws and regulations, including but not limited to the USA PATRIOT Act, the Bank Secrecy Act, the Federal Trade Commission and obligations imposed by the US Treasury's Office of Foreign Assets Control (OFAC). For purposes of this section, Agents include, but are not limited to, Sub-merchant's software providers and/or equipment providers.

If appropriately indicated in Sub-merchant's agreement with Provider, Sub-merchant may be a limited-acceptance merchant, which means that Sub-merchant has elected to accept only certain Visa and Mastercard card types (i.e., consumer credit, consumer debit, and commercial cards) and Sub-merchant must display appropriate signage to indicate the same. Acquirer has no obligation other than those expressly provided under the Operating Regulations and applicable law as they may relate to limited acceptance. Sub-merchant, and not Acquirer, will be solely responsible for the implementation of its decision for limited acceptance, including but not limited to policing the card type(s) accepted at the point of sale.

Sub-merchant shall only complete sales transactions produced as the direct result of bona fide sale made by Sub-merchant to cardholders, and is expressly prohibited from presenting sales transactions which are produced as a result of sales made by any person or entity other than Sub-merchant, or for any purposes related to any illegal or prohibited activity, including but not limited to money-laundering or financing of terrorist activities.

Sub-merchant may set a minimum transaction amount to accept a card that provides access to a credit account, under the following conditions: i) the minimum transaction amount does not differentiate between card issuers; ii) the minimum transaction amount does not differentiate between Mastercard, Visa, or any other acceptance brand; and iii) the minimum transaction amount does not exceed ten dollars (or any higher amount established by the Federal Reserve). Sub-merchant may set a maximum transaction amount to accept a card that provides access to a credit account, under the following conditions: Sub-merchant is a i) department, agency or instrumentality of the U.S. government; ii) corporation owned or controlled by the U.S. government; or iii) Sub-merchant whose primary business is reflected by one of the following MCCs: 8220, 8244, 8249 - Schools, Trade or Vocational; and the maximum transaction amount does not differentiate between Mastercard, Visa, or any other acceptance brand.

2. **Sub-merchant Prohibitions.** Sub-merchant must not i) require a cardholder to complete a postcard or similar device that includes the cardholder's account number, card expiration date, signature, or any other card account data in plain view when mailed; ii) add any tax to transactions, unless applicable law expressly requires that a Sub-merchant impose a tax (Any tax amount, if allowed, must be included in the transaction amount and not collected separately); iii) request or use an account number for any purpose other than as payment for its goods or services; iv) disburse funds in the form of travelers checks if the sole purpose is to allow the cardholder to make a cash purchase of goods or services from Sub-merchant; v) disburse funds in the form of cash unless Sub-merchant is dispensing funds in the form of travelers checks, Travel Money cards, or foreign currency (in such case, the transaction amount is limited to the value of the travelers checks, Travel Money cards, or foreign currency, plus any commission or fee charged by the Sub-merchant), or Sub-merchant is participating in a cash back service; vi) submit any transaction receipt for a transaction that was previously charged back to the Acquirer and subsequently returned to Sub-merchant, irrespective of cardholder approval; vii) accept a Visa consumer credit card or commercial Visa product issued by a U.S. issuer to collect or refinance an existing debt; viii) accept a card to collect or refinance an existing debt that has been deemed uncollectable; or ix) submit a transaction that represents collection of a dishonored check. Sub-merchant further agrees that, under no circumstance, will Sub-merchant store

cardholder data in violation of the Laws or the Operating Regulations including but not limited to the storage of track-2 data. Neither Sub-merchant nor its Agent shall retain or store magnetic-stripe data subsequent to the authorization of a sales transaction.

3. **Settlement.** Upon receipt of Sub-merchant's sales data for card transactions, Acquirer will process Sub-merchant's sales data to facilitate the funds transfer between the various Associations and Sub-merchant. After Acquirer receives credit for such sales data, subject to the terms set forth herein, Acquirer will fund Sub-merchant, either directly to the Sub-merchant-Owned Designated Account or through Provider to an account designated by Provider ("Provider Designated Account"), at Acquirer's discretion, for such card transactions. Sub-merchant agrees that the deposit of funds to the Provider Designated Account shall discharge Acquirer of its settlement obligation to Sub-merchant, and that any dispute regarding the receipt or amount of settlement shall be between Provider and Sub-merchant. Acquirer will debit the Provider Designated Account for funds owed to Acquirer as a result of the Services provided hereunder, provided that Acquirer may also debit Sub-merchant's designated demand deposit account ("Sub-merchant-Owned Designated Account") upon receipt of such account information from Sub-merchant or Provider, or if Acquirer deposits settlement funds into the Sub-merchant-Owned Designated Account. Further, if a card holder disputes a transaction, if a transaction is charged back for any reason, or if Acquirer reasonably believes a transaction is unauthorized or otherwise unacceptable, the amount of such transaction may be charged back and debited from Sub-merchant or Provider.
4. **Term and Termination.** This Sub-MSA shall be binding upon Sub-merchant upon Sub-merchant's execution. The term of this Sub-MSA shall begin, and the terms of the Sub-MSA shall be deemed accepted and binding upon Acquirer, on the date Acquirer accepts this Sub-MSA by issuing a merchant identification number, and shall be coterminous with Provider's agreement with Sub-merchant. Notwithstanding the foregoing, Acquirer may immediately cease providing Services and/or terminate this Sub-MSA without notice if (i) Sub-merchant or Provider fails to pay any amount to Acquirer when due, (ii) in Acquirer's opinion, provision of a service to Sub-merchant or Provider may be a violation of the Operating Regulations or any Laws, (iii) Acquirer believes that Sub-merchant has violated or is likely to violate the Operating Regulations or the Laws, (iv) Acquirer determines Sub-merchant poses a financial or regulatory risk to Acquirer, Member Bank, or an Association, (v) Acquirer's agreement with Provider terminates, (vi) any Association de-registers Provider, (vii) Acquirer ceases to be a member of the Associations or fails to have the required licenses, or (viii) Acquirer is required to do so by Member Bank or any of the Associations.
5. **Limits of Liability.** Sub-merchant agrees to provide Acquirer, via a communication with Provider, with written notice of any alleged breach by Acquirer of this Sub-MSA, which notice will specifically detail such alleged breach, within thirty (30) days of the date on which the alleged breach first occurred. Failure to so provide notice shall be deemed an acceptance by Sub-merchant and a waiver of any and all rights to dispute such breach.

EXCEPT FOR THOSE EXPRESS WARRANTIES MADE IN THIS SUB-MSA, ACQUIRER DISCLAIMS ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Sub-merchant's sole and exclusive remedy for any and all claims against Acquirer arising out of or in any way related to the transactions contemplated herein shall be termination of this Sub-MSA. In the event that Sub-merchant has any claim arising in connection with the Services, rights, or obligations defined in this Sub-MSA, Sub-merchant shall proceed against Provider and not against Acquirer, unless otherwise specifically set forth in the Operating Regulations. In no event shall Acquirer have any liability to Sub-merchant with respect to this Sub-MSA or the Services. Sub-merchant acknowledges Acquirer is only providing this Sub-MSA to assist in Provider's processing relationship with Sub-merchant, that Acquirer is not liable for any action or failure to act by Provider, and that Acquirer shall have no liability whatsoever in connection with any products or services provided to Sub-merchant by Provider. If Provider is unable to provide its services to Sub-merchant in connection with this Sub-MSA and Acquirer elects to provide those services directly, Sub-merchant acknowledges and agrees that the provisions of this Sub-MSA will no longer apply and the terms of Acquirer's then current Bank Card Merchant Agreement, which would be provided to Sub-merchant upon request, will govern Acquirer's relationship with Sub-merchant. If Provider subsequently provides its services to Sub-merchant in connection with this Sub-MSA, Acquirer will cease to provide such services after receipt of notice from Provider and this Sub-MSA will govern Acquirer's relationship with Sub-merchant.

6. **Miscellaneous.** This Sub-MSA is entered into, governed by, and construed pursuant to the laws of the State of Ohio without regard to conflicts of law provisions. This Sub-MSA may not be assigned by Sub-merchant without the prior written consent of Acquirer. This Sub-MSA shall be binding upon and inure to the benefit of the parties hereto and their respective successors, transferees and assignees. This Sub-MSA is for the benefit of, and may be enforced only by, Acquirer and Sub-merchant and is not for the benefit of, and may not be enforced by, any other party. Sub-merchant shall not disclose any Acquirer confidential information to any person or entity (other than to those employees or agents of Sub-merchant who participate directly in the performance of this Sub-MSA and need access to such information, or in response to a valid subpoena, court order, or Association requirement.) Acquirer may amend this Sub-MSA upon notice to Sub-merchant in accordance with Acquirer's standard operating procedure. If any provision of this Sub-MSA is determined to be illegal or invalid, such illegality or invalidity of that provision will not affect any of the remaining provisions and this Sub-MSA will be construed as if such provision is not contained in the Sub-MSA. "Member Bank" as used in this Sub-MSA shall mean a member of VISA, Mastercard and/or Discover, as applicable, that provides sponsorship services in connection with this Sub-MSA. As of the commencement of this Sub-MSA, Member Bank shall be Fifth Third Bank, N. A., located in Cincinnati, OH, 45263. The Member Bank is a party to this Sub-MSA. The Member Bank may be changed, and its rights and obligations assigned to another party by Acquirer at any time without notice to Sub-merchant.

**SERVICE AGREEMENT NO. 030422-1**  
**RADIOS AND CONSOLES IN GLOBE DISPATCH**  
**SHERIFF'S OFFICE**

**THIS AGREEMENT**, made and entered into this 15<sup>th</sup> day of March, 2022, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and C & M Communications, LLC, of the City of Payson, State of Arizona, hereinafter designated the Contractor.

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

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

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

Scope of Work: Refer to attached Attachment "A" to **Service Agreement 030422-1** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 030422-1** by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to **Service Agreement 030422-1**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

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

**ARTICLE 3 - INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree.



It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

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

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

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

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

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

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

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

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

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

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

3. **Automobile Liability**

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

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

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

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

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

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

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

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

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

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

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

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

All certificates required by this Contract shall be sent directly to **Gila County Procurement Department, 1400 E. Ash St., Globe, AZ, 85501** or email to [bhurst@gilacountyaz.gov](mailto:bhurst@gilacountyaz.gov). The County project/contract number and project description shall be noted on the certificate of insurance.

The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

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

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

**ARTICLE 6 - WARRANTY:** Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable and will be safe and appropriate for the purpose for which goods or services of that kind are normally used.

If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns.



Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

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

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

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

**ARTICLE 10 – NON-APPROPRIATIONS CLAUSE:** Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

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

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

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

**ARTICLE 14– TERM:** The Contract commences on the date it is signed by the County Manager and remains in effect through October 22, 2022.

**ARTICLE 15– PAYMENT/BILLING:** Contractor shall be paid an amount not to exceed \$10,000.00 SERVICE for completion of the projects as outlined in the Scope of Services.

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

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

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

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

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


**IN WITNESS WHEREOF**, Service Agreement No. 030422-1 has been duly executed by the parties hereinabove named, on the date and year first above written.

**GILA COUNTY**

  
James Menlove, County Manager

Date: 3.15.2000

**C & M COMMUNICATIONS**

  
Signature

Christopher F. Salsot  
Print Name

**SERVICE AGREEMENT NO. 030422**  
**ANTENNA INSTALLATION ON TOWERS IN PAYSON AND GLOBE**  
**SHERIFF'S OFFICE**

**THIS AGREEMENT**, made and entered into this 15<sup>th</sup> day of March, 2022, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and C & M Communications, LLC, of the City of Payson, State of Arizona, hereinafter designated the Contractor.

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

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

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

Scope of Work: Refer to attached Attachment "A" to **Service Agreement 030422** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 030422** by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to **Service Agreement 030422**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

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

**ARTICLE 3 - INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree.



It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

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

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

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

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

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

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

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

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

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

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

3. **Automobile Liability**

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

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

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

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

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

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

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

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

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

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

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

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

All certificates required by this Contract shall be sent directly to **Gila County Procurement Department, 1400 E. Ash St., Globe, AZ, 85501** or email to [bhurst@gilacountyaz.gov](mailto:bhurst@gilacountyaz.gov). The County project/contract number and project description shall be noted on the certificate of insurance.

The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

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

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

**ARTICLE 6 – WARRANTY:** Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable and will be safe and appropriate for the purpose for which goods or services of that kind are normally used.

If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns.



Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

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

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

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

**ARTICLE 10 – NON-APPROPRIATIONS CLAUSE:** Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

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

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

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

**ARTICLE 14– TERM:** The Contract commences on the date it is signed by the County Manager and remains in effect through February 28, 2023.

**ARTICLE 15– PAYMENT/BILLING:** Contractor shall be paid an amount not to exceed \$7,545.82 for completion of the projects as outlined in the Scope of Services.

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

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

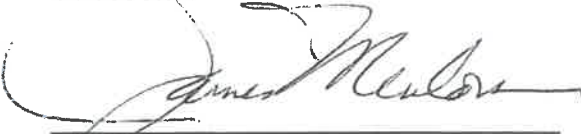
Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

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

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

**IN WITNESS WHEREOF**, Service Agreement No. 030422 has been duly executed by the parties hereinabove named, on the date and year first above written.

**GILA COUNTY**

  
\_\_\_\_\_  
James Menlove, County Manager

Date: 3.15-2022

**C & M COMMUNICATIONS**

  
\_\_\_\_\_  
Signature

Christopher F. Salsot  
Print Name

**SERVICE AGREEMENT NO. 030822**  
**PROBATION OFFICE CONFERENCE ROOM**  
**FACILITIES MANAGEMENT**

**THIS AGREEMENT**, made and entered into this 15<sup>th</sup> day of March, 2022, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Kino's Floors & Interiors, of the City of Globe, State of Arizona, hereinafter designated the Contractor.

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

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

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

Scope of Work: Refer to attached Attachment "A" to **Service Agreement 030822** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 030822** by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to **Service Agreement 030822**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

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

**ARTICLE 3 - INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This Indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree.



It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

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

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

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

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

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

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

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

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

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

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

**3. Automobile Liability**

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

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

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

4. Professional Liability (Errors and Omissions Liability)

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

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

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

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

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

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

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

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

All certificates required by this Contract shall be sent directly to **Gila County Procurement Department, 1400 E. Ash St., Globe, AZ, 85501** or email to [bhurst@gilacountyaz.gov](mailto:bhurst@gilacountyaz.gov). The County project/contract number and project description shall be noted on the certificate of insurance.

The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

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

**ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE:** Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

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

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

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

**ARTICLE 6 – WARRANTY:** Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled.

Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

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

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

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



**ARTICLE 10 – NON-APPROPRIATIONS CLAUSE:** Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

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

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

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

**ARTICLE 14– TERM:** The Contract commences on the date it is signed by the County Manager and remains in effect through June 30, 2022.

**ARTICLE 15 – PAYMENT/BILLING:** Contractor shall be paid an amount not to exceed \$1,723.14 for completion of the projects as outlined in the Scope of Services.

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

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

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

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

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

**IN WITNESS WHEREOF**, Service Agreement No. 030822 has been duly executed by the parties hereinabove named, on the date and year first above written.

**GILA COUNTY**

  
James Menlove, County Manager

**KINO'S FLOORS & INTERIORS**

  
Signature

Date: 3-15-2022

DALE FLETCHER  
Print Name

**SERVICE AGREEMENT NO. 030522**  
**GILA COUNTY RECORDER'S OFFICE REMODEL-FLOORING**  
**FACILITIES MANAGEMENT**

**THIS AGREEMENT**, made and entered into this 15<sup>th</sup> day of March, 2022, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Kino's Floors & Interiors, of the City of Globe, State of Arizona, hereinafter designated the Contractor.

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

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

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

Scope of Work: Refer to attached Attachment "A" to **Service Agreement 030522** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 030522** by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to **Service Agreement 030522**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

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

**ARTICLE 3 - INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree.



It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

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

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

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

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

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

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

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

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

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

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

3. **Automobile Liability**

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

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

- a. The policy shall be endorsed to include the following additional insured language:

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

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

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

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

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

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

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

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

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

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

All certificates required by this Contract shall be sent directly to **Gila County Procurement Department, 1400 E. Ash St., Globe, AZ, 85501** or email to [bhurst@gilacountyaz.gov](mailto:bhurst@gilacountyaz.gov). The County project/contract number and project description shall be noted on the certificate of insurance.

The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

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

**ARTICLE 5 - LEGAL ARIZONA WORKERS ACT COMPLIANCE:** Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

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

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

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

**ARTICLE 6 - WARRANTY:** Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled.



Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

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

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

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

**ARTICLE 10 – NON-APPROPRIATIONS CLAUSE:** Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

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

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

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

**ARTICLE 14– TERM:** The Contract commences on the date it is signed by the County Manager and remains in effect through June 30, 2022.

**ARTICLE 15 – PAYMENT/BILLING:** Contractor shall be paid an amount not to exceed \$7,900.71 for completion of the projects as outlined in the Scope of Services.

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

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

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

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

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

**IN WITNESS WHEREOF**, Service Agreement No. 030522 has been duly executed by the parties hereinabove named, on the date and year first above written.

**GILA COUNTY**

  
\_\_\_\_\_  
James Menlove, County Manager

Date:

3.15.2022

**KINO'S FLOORS & INTERIORS**

  
\_\_\_\_\_  
Signature

DALE FLETCHER  
Print Name

## CONTRACT AGREEMENT FORM

Contract Name: Recorder's Office Card Reader Install Contract No.: Sourcewell Contract No. 031517-SCS

**Statement of Purpose and Need (3-5 Sentences)** Gila County wishes to utilize Stanley Security Solutions to install 3 card readers in the Recorder's Office as part of our current remodel project. All Documents executed by the State of Arizona on Contract No. 030421-SCS, apply to this procurement between Gila County and Stanley Security Solutions.

Contract End Date: 05-15-22

Renewal Option: ☐ Yes  
☒ No

Maximum Dollar Limit: \$12,908.34

### Contract Information

Firm Name: Stanley Security Solutions Contact Person: Matt Alvey  
Address: Dept CH 10651 Phone No: 480-216-9273  
City: Palentine State: IL 60055 Fax: \_\_\_\_\_ Email: Matt.alvey@sbdinc.com

### Special Notes:

Gila County is part of the Arizona State Purchasing Cooperative – Procure AZ, for cooperative purchasing. By using the State contract with Stanley Security Solutions, it will save the county in both time and money for a rate that has already been established in the State of Arizona bidding process.

Authorization to use a Cooperative Purchasing Agreement with the State of Arizona, Contract No. 031517-SCS, for Equipment, Products or Services approved this 15th day of march, 2022.

GILA COUNTY MANAGER

  
James Menlove





STANLEY Convergent Security Solutions, Inc.  
**Equipment & Labor Summary**

GILA COUNTY  
1400 EASH ST, GLOBE, AZ 85501

Remit to:  
Stanley Convergent Security Solutions  
Dept Ch 10651  
Palentine, IL 60055-4210  
3/2/22  
Q-285790 v.2

\*Reference quote number on all PO's  
\*Reference SITE ADDRESS on all PO's

Proposal Generated:  
QUOTE NUMBER:

BILL OF MATERIALS AND LABOR BREAKDOWN

EQUIPMENT				
Qty	Part Number	Description	Unit Price	Extended Price
2	920PTNNEK00000	MULTICLASS RP40 SE READER	\$414.80	\$829.60
1	LNL1320S3	DUAL READER INTERFACE MODULE	\$878.50	\$878.50
1	1320SCHRGVAR	HID SURCHARGE FOR LNL-1320-S3	\$173.70	\$173.70
0.5	251680P6R5	18/4+22/3P 70AS+22/4+22/2 7YEL 7CMP 75C	\$757.89	\$378.95
2	18012WGB	18012WGBR STEELDR WDGP BR	\$12.45	\$24.90
2		Electrified handset with SFIC core and REX	\$765.00	\$1,530.00
2		Electrified 4.5x4.5" hinge	\$175.00	\$350.00
1		Marks electric latch retraction	\$1,650.00	\$1,650.00
1		Electric Power transfer	\$145.00	\$145.00
EQUIPMENT AND MATERIAL TOTAL				\$5,960.65
LABOR AND ADDITIONAL				
Setup, Mount, Positioning, Patch Cables, & Labor				
Final Testing, Termination, Adjust, and Programming				
Engineering Design, Drawings, and Calculations				
Project Management and Documentation				
Account Administration & Program Management				
panel & Hardware Fabrication & Assembly				
LABOR AND ADDITIONAL TOTAL				\$6,120.00
Extended 2-Year P&L Warranty per SLA & Ongoing Training				\$1,043.11
Shipping & Handling				\$100.00
Actual Install Sale Price				\$12,262.71
Tax Estimate				\$645.63
Grand Total				\$12,908.34

\*TAX PROVIDED AS A BUDGETARY ESTIMATE ONLY. PLEASE ALLOW FOR A 5% DIFFERENTIAL UPON RECEIPT OF FINAL INVOICE!

All terms and conditions of Sourcewell/Stanley Contract #031517-SCS

Payment Structure (Check One): Monthly \_\_\_\_\_ Quarterly \_\_\_\_\_ Biannually \_\_\_\_\_ Annually \_\_\_\_\_

Stanley:

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

Signature: \_\_\_\_\_

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

Gila County:

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

Signature: \_\_\_\_\_

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

Billing Address: \_\_\_\_\_

Special Billing Instructions:

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

**SERVICE AGREEMENT NO. 011722-1**  
**PORT-A-JON SERVICE-FAIRGROUNDS CREW**  
**FACILITIES & LAND MANAGEMENT**

**THIS AGREEMENT**, made and entered into this 17<sup>th</sup> day of March, 2022, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and DJ's Companies, Inc., of the City of Globe, State of Arizona, hereinafter designated the Contractor.

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

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

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

Scope of Work: Refer to attached Attachment "A" to **Service Agreement 011722-1** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 011722-1** by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to **Service Agreement 011722-1**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

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

**ARTICLE 3 - INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree.

It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

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

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

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

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

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

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

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

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

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

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

3. **Automobile Liability**

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

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



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

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

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

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

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

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

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

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

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

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

All certificates required by this Contract shall be sent directly to **Gila County Procurement Department, 1400 E. Ash St., Globe, AZ, 85501** or email to [bhurst@gilacountyaz.gov](mailto:bhurst@gilacountyaz.gov). The County project/contract number and project description shall be noted on the certificate of insurance.

The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

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

**ARTICLE 5 – 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.

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Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

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

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

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**ARTICLE 10 – NON-APPROPRIATIONS CLAUSE:** Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

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

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

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

**ARTICLE 14– TERM:** The Contract commences on the date it is signed by the County Manager and remains in effect for a period of one year from that date, unless terminated earlier pursuant to this contract. The County shall have the sole option to renew the contract for three (3) additional one (1) year periods.

**ARTICLE 15 – PAYMENT/BILLING:** Contractor shall be paid an amount not to exceed \$2,771.60 for completion of the projects as outlined in the Scope of Services.

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

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



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


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

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


**IN WITNESS WHEREOF**, Service Agreement No. 011722-1 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

DJ'S COMPANIES, INC.

*For*   
James Menlove, County Manager

Date: 3-17-2022

  
Signature  
Twila MacLean  
Print Name

**QUOTE DUE DATE:** Please email quote by, 11:00 am, February 15, 2022, to,  
Betty Hurst at [bhurst@gilacountyaz.gov](mailto:bhurst@gilacountyaz.gov).

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

Contractor Name:	<u>DJ'S Companies Inc</u>		
Contractor Address:	<u>P.O. Box 1810 Claypool, Az 85532</u>		
Contractor Phone #:	<u>(928) 425-0600</u>	Email Address:	<u>djstowila@outlook.com</u>
Contractor Signature:	<u>Julian Maclean</u>		
SERVICE RATES:	\$ <u>2771.60</u>		

**THIS IS AN INFORMAL "REQUEST FOR QUOTE". ONLY THE SUCCESSFUL VENDOR  
WILL BE NOTIFIED OF GILA COUNTY'S INTENT TO ENTER INTO A CONTRACT FOR  
THE GOODS OR SERVICES QUOTED. ALL TELEPHONE INQUIRES OR EMAILED  
INQUIRES WILL BE ANSWERED REGARDING RESULTS OF THIS REQUEST FOR  
QUOTE. PLEASE SEND EMAILS TO [bhurst@gilacountyaz.gov](mailto:bhurst@gilacountyaz.gov) or call 928-402-4355.**

# DJ's Companies Inc.

P.O. Box 1810  
Claypool AZ, 85532  
Office 928-425-0602  
Fax 928-425-0332

Quote Number  
**2221**

Email: [bhurst@gilacountyaz.gov](mailto:bhurst@gilacountyaz.gov)

Gila County Finance Department

1400 E. Ash Street

Globe, AZ 85501

Received By

Betty Hurst

Date

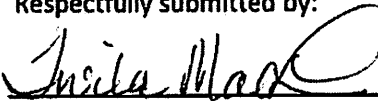
2/7/2022

Phone #

(928)402-4355

Qty	Description	Price per unit	Total
	As per your request you are wanting a quote for (12) month		
	service for the orange trailer toilet at the Gila County Fair		
	grounds with evry other week or weekly service, service		
	includes (2) rolls of toilet paper cleaning/ pumping of unit &		
	chemical.		
52	Service includes pumping of waste	\$45.00	\$2,340.00
52	Waste water dump fee	\$5.00	\$260.00
	Sub Total		\$2,600.00
	Gila County sales tax	6.60%	\$171.60
	<b>Total</b>		<b>\$2,771.60</b>

Respectfully submitted by:

  
Twila MacLean

2/7/2022  
Date

Accepted by:

Signature

Printed name

## CONTRACT AGREEMENT FORM

Contract Name: Payson Recorder's Office Remodel-Door Relocation Contract No.: City of Peoria SAVE Contract ACON21219C

**Statement of Purpose and Need (3-5 Sentences)** Gila County wishes to utilize Core Construction for the Door Relocation at the Payson Recorder's Office. All Documents executed by the S.A.V.E. Contract No. ACON21219C, apply to this procurement between Gila County and Core Construction.

Contract End Date: 05-21-22

Renewal Option: ☐ Yes  
☒ No

Maximum Dollar Limit: \$7,878.00

### Contract Information

Firm Name: Core Construction Contact Person: Scott Reymore

Address: 3036 E. Greenway Road Phone No: 602-290-6273

City: Phoenix State: AZ 85032 Fax: \_\_\_\_\_ Email: scottreymore@coreconstruction.com

### **Special Notes:**

Gila County is part of the Arizona State Purchasing Cooperative – S.A.V.E, for cooperative purchasing. By using the State contract with Core Construction, it will save the county in both time and money for a rate that has already been established in the State of Arizona bidding process.

Authorization to use a Cooperative Purchasing Agreement with the City of Peoria, Contract No. ACON21219, for Statewide approved Construction this 28 day of MARCH, 2022.

GILA COUNTY MANAGER

  
James Menlove

The Basis of Estimate is a written explanation clarifying the scope, assumptions and exclusions used in establishing this proposal. All costs are developed through site walk conducted, and the scope clarifications below.

## Assumptions, Clarifications, & Exclusions

### Schedule

- Anticipated Start: March 28, 2022
- Long Lead Items: N/A
- Projected Duration: ~1 Week

### Contingency & Allowances

- **We have included a \$500 Contractor Contingency in this proposal** – This is intended to be used at CORE's discretion to cover costs that have not been identified as a trade specific scope established in this proposal and may require further clarification or coordination. These costs may include but are not limited to scope gap, coordination issues between trades, overtime, expediting, missed scope during subcontractor bidding process, etc. Construction Contingency does not account for design revisions or additional scope requests made by the Owner or Architect.
- **We have NOT included a Design Contingency in this proposal** – This is intended to be used at CORE's discretion to cover costs associated with the completion of the design and/or scopes of work for which sufficient detail was not available to determine a definitive cost.
- **We have NOT included an Owner Contingency in this proposal** – This is intended to be used to cover any added scopes of work which are unknown and therefore not included at time of this proposal to determine a definitive cost for wish list or extra items.
- **We have NOT included an Escalation Contingency in this proposal** – This is intended to be used to cover escalation of materials, equipment and labor if the project scheduled start is known to be X+ months from date of this proposal.

### General Assumptions

- This cost proposal is considered a Lump Sum, not line-item Estimate.
- Unless otherwise included in scope below, CORE has not included any costs for permits, including but not limited to: building permit, systems permit, or dust control.
- All approved value engineering savings will be added to the Contractor's Contingency.
- All un-used Contingency or Allowance will be credited back to Owner.
- We assume normal working hours.
- General Conditions and/or General Requirements are considered cost of the work.
- Normal shrinkage cracking of the slab is expected and shall not be cause for removal or replacement of structurally sound slabs
- A registered professional did not provide sealed plans or specifications and therefore no form of permit is in place. CORE Construction, Inc. shall not be held responsible for performance of systems or equipment, code interpretations, engineering, etc. requirements and will perform the requested scope of work as defined by the Owner representative(s).
- Proposal valid for 10 days, unless otherwise directed by CORE Construction.
- The Date of Commencement of the Work shall mean the date of commencement of the Construction Phase. The Construction Phase shall be approximately five (5) days from Construction Manager's receipt of the latter of the following:

- Fully executed Job Order.
- Issuance of Site Permit, Building Permit, and any other permits required to commence the Work.
- Owner's Notice To Proceed with Construction.

## Specific Assumptions

### DEMOLITION –

- **Demolition** – Includes the architectural demolition at interior walls as required for preparation of framing activities. Includes salvage of the hollow metal door frame, door, and hardware for reinstallation.

### SITE WORK (ROUGH) – N/A

### SITE WORK (FINISH) – N/A

### STRUCTURE –

- **Rough Carpentry** – Includes infill of the previous door location and framing of the new door 104C location.

### ENCLOSURE – N/A

### INTERIOR FINISHES –

- **Doors, Frames, & Hardware** – Remove and re-install existing 104C HM Frame, door, and hardware.
- **Drywall & Paint** – Includes patching and painting of walls affected by the door relocation.
- **Flooring** – Carpet flooring and rubber base will be reinstalled by Owner.

### SPECIALTIES – N/A

### EQUIPMENT – N/A

### MEP SYSTEMS – N/A

### SPECIAL SYSTEMS – N/A

- **Security & Access Controls** - Relocation of existing security and access controls for door 104C is By Owner.

## Specific Exclusions

- Hazardous Material Abatement
- Costs associated with Material Testing and/or Special Inspections
- Costs associated with General Building Inspections
- FF & E – Furniture, Fixtures, and Equipment (by Owner)
- Structural modifications (i.e. - Steel, Concrete & Masonry removal or replacement)
- Signage Relocation (by Owner)
- Finish Carpentry & Millwork
- Fire Sprinkler & Alarm Systems
- Fire Extinguisher's, AED's & Cabinets
- HVAC Systems, Controls & Test and Balance
- Access Doors & Frames
- Security Systems (i.e. - Camera's, Access Control, etc.)
- Structured Cabling (i.e. - Voice & Data, Cable, etc.)
- Audio/Visual Systems (i.e. - Displays, Speakers, Projectors, Screens, etc.)





3036 East Greenway Rd.  
Phoenix, AZ 85032  
T 602.494.0800

## Proposal

March 21, 2022

**VIA ELECTRONIC MAIL**

Joseph Dickison  
Gila County  
Globe, AZ  
JOC Procurement contract name is TBD  
Job #TBD - GCPC Door 104C Relocation

Dear Joseph,

On behalf of CORE Construction, I am pleased to submit our proposal. Enclosed you will find the basis of estimate clarifications.

**Total Proposal – \$7,878**

We look forward to a successful and enjoyable project together. Thank you for this opportunity, please do not hesitate to contact me directly with any questions or comments.

Respectfully submitted,

*Scott Reymore*

Scott Reymore  
CORE Construction, Inc.



**PROFESSIONAL SERVICES CONTRACT NO. 030622**

**Local Emergency Planning Committee/Hazard Mitigation Program  
Conference with Functional Exercise and Annual Meeting**

**HEALTH AND EMERGENCY SERVICES**

**THIS AGREEMENT**, made and entered into this 30<sup>th</sup> day of March, 2022, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Partly Cloudy LLC, of the City of Gilbert, State of Arizona, hereinafter designated the Contractor.

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

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

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

Scope of Work: Refer to attached Attachment "A" to **Professional Services Contract 030622** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Professional Services Contract 030622** by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to **Professional Services Contract 030622**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

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

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

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

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

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

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

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

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

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

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

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

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

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

**3. Automobile Liability**

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

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

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

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

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

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

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

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

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

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

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

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

All certificates required by this Contract shall be sent directly to Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501 or email to [bhurst@gilacountyaz.gov](mailto:bhurst@gilacountyaz.gov).

The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

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

**ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE:** As required by A.R.S. § 41-4401, each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Each party further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the e-verify program. If either party uses any subcontractors in performance of the Agreement, Subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and Subcontractors shall further warrant that after hiring an employee, such Subcontractor verifies the employment eligibility of the employee through the e-verify program.

A breach of this warranty shall be deemed a material breach of the Agreement subject to penalties up to and including termination of this Agreement. A party shall not be deemed in material breach if it and its Subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the e-verify requirements contained in A.R.S. § 23-214(A). Each party retains the legal right to inspect the papers of the other party and its SubContractors engaged in performance of this Agreement to ensure that the other party and its SubContractors are complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

**ARTICLE 6 – WARRANTY:** Contractor warrants that services will be provided in a manner consistent with the Professional Standard of Care.

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

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

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

**ARTICLE 10 – NON-APPROPRIATIONS CLAUSE:** Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or Services covered under this Addendum.

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

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

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



**ARTICLE 14- TERM:** The Contract commences on the date signed by the County Manager and remains in effect through September 30, 2022.

**ARTICLE 15 - PAYMENT/BILLING:** Contractor shall be paid an amount not to exceed \$10,000.00 for completion of the projects as outlined in the Scope of Services.

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

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

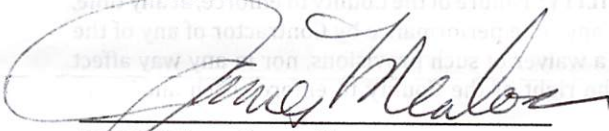
Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

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

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

**IN WITNESS WHEREOF,** Professional Services Contract No. 030622 has been duly executed by the parties hereinabove named, on the date and year first above written.

**GILA COUNTY**

  
James Menlove, County Manager

Date:

3-30-2022

**PARTLEY CLOUDY LLC**

  
Signature

Print Name

Seth Preus

**SERVICE AGREEMENT NO. 02092022****YOUNG FUEL TANK PAINTING****RECYCLE LANDFILL**

**THIS AGREEMENT**, made and entered into this 30<sup>th</sup> day of March, 2022, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Get Western, Inc., of the City of Payson, State of Arizona, hereinafter designated the Contractor.

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

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

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

Scope of Work: Refer to attached Attachment "A" to **Service Agreement No. 02092022** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement No. 02092022** by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to **Service Agreement No. 02092022**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

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

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



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

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

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

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

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

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

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

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

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

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

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

3. **Automobile Liability**

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

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

- a. The policy shall be endorsed to include the following additional insured language:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE 9 - RELATIONSHIP OF THE PARTIES:** Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract.

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

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

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

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

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

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

**ARTICLE 14 – TERM:** The Contract commences on the date signed by the County Manager and remains in effect through May 18, 2022.

**ARTICLE 15 – PAYMENT/BILLING:** Contractor shall be paid a flat fee of \$12,941.00 for completion of the projects as outlined in the Scope of Services.

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

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

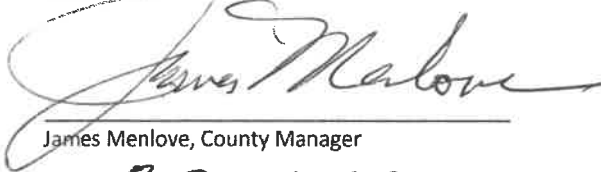
Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

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

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

**IN WITNESS WHEREOF,** Service Agreement No. 02092022 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

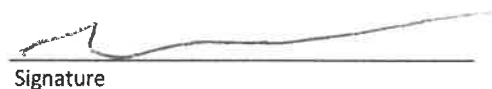


James Menlove, County Manager

Date:

3-30-2022

GET WESTERN, INC.



Signature

Homer R. SANDERS

Print Name

This fuel tank is 25 years old and is in need of being completely striped to the bare metal, primed and repainted. This paint job should protect the fuel tank for an additional 20 years.

Project consists of labor and material to paint a 4,000 gallon double walled fuel tank at the Gila County Young Roads Maintenance Yard located at Milepost 305 AZ Hwy 288, Young, AZ 85554. Contractor shall mask off and protect all electrical equipment, sensors, fuel dispensers, tank vents, E-panel, fuel management heads (MCU's), and surrounding area lighting.

Contractor shall perform walnut shell blasting on entire tank, top and bottom of all piping and bollards according to SSPC-SP6 / NACE 3 Commercial Blast Cleaning.

Contractor shall use one (1) coat of Sherwin-Williams 646 MacroPoxy Epoxy @ 4-6 mils DFT. Then one (1) coat of Sherwin-Williams Sher-Cryl High Performance Top Coat @ 2-3 mils DFT.

*H.* ~~Contractor will coat bollards with safety red paint.~~ Safety decals will be replaced with new decals.

Contract excludes the fuel pumps and electrical equipment.

**A Site Visit is required. Contact Terry Solberg at office 928-402-8590 or cell 928-812-0436 to schedule an appointment.**



*materials for Job.*

*Cutting Material, walnut shell, 2/40 2000 lbs.*


*Primer & Paint.*

*PPG 952412 PRIMER, Pitt Gaud Epoxy*

*PPG Pitt-Gard ULTRA Ultrathin Urethane & Paint*

**QUOTE DUE DATE:** Please email quote by, 11:00 A.M. on March 21, 2022, to  
Betty Hurst at [bhurst@gilacountyaz.gov](mailto:bhurst@gilacountyaz.gov).

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

Contractor Name: <u>Get Western Inc.</u>	
Contractor Address: <u>P.O. Box 1954 Payson AZ 85547</u>	
Contractor Phone #: <u>928-978-2543</u>	Email Address: <u>getwesterninc@yahoo.com.</u>
Contractor Signature: 	
TOTAL COST <u>\$12,941</u>	
LABOR COST	\$ <u>6,800<sup>00</sup></u> (TAXES INCLUDED)
MATERIAL COST	\$ <u>3,161<sup>00</sup></u> (TAXES INCLUDED)
EQUIPMENT COST	\$ <u>2,980<sup>00</sup></u> (TAXES INCLUDED)
PLEASE ATTACH DETAIL QUOTE INCLUDING MATERIALS AND LABOR CHARGE	

**THIS IS AN INFORMAL "REQUEST FOR QUOTE". ONLY THE SUCCESSFUL VENDOR WILL BE NOTIFIED OF GILA COUNTY'S INTENT TO ENTER INTO A CONTRACT FOR THE GOODS OR SERVICES QUOTED. ALL TELEPHONE INQUIRES OR EMAILED INQUIRES WILL BE ANSWERED REGARDING RESULTS OF THIS REQUEST FOR QUOTE. PLEASE SEND EMAILS TO [bhurst@gilacountyaz.gov](mailto:bhurst@gilacountyaz.gov) or call 928-402-8897.**



**PROFESSIONAL SERVICES AGREEMENT 040520**  
**HIV Care and Services**

**THIS AGREEMENT**, made and entered into this 21<sup>st</sup> of July, 2020, by and between Gila County, a political subdivision of the State of Arizona, hereinafter designated the **County**, and **Laboratory Corporation of America**, A Delaware Corporation, hereinafter designated the Subcontractor.

**WITNESSETH:** That the Subcontractor, for and in consideration of the sum to be paid him/her by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

**ARTICLE I – SCOPE OF SERVICES:** The subcontractor shall provide services for the Gila County Health Department in support of the missions of the Ryan White Part B Program and the HIV Care and Service Program at the Gila County Health Department.

**Ryan White Part B Program and the HIV Care and Services Program at the Gila County Health Department**  
The subcontractor shall assist in the fulfillment of the Counties contract with the Arizona Department of Health Services for HIV Care and Services, *Contract No. ADHS18-193949*.

The subcontractor agrees to obtain and keep current any and all State of Arizona licenses, certifications, and accreditations, and agrees that they possess experience necessary to provide services under the Ryan White Part B Program. If at any time during the term of the contract the subcontractor's licenses/certifications are revoked or rendered invalid, this agreement shall be terminated.

***Duties/Responsibilities***

The subcontractor shall support the missions of the Ryan White Part B Program and the HIV Care and Services Program at the Gila County Health Department in providing reference clinical laboratory testing services. The subcontractor agrees to be part of the treatment network for people who do not have the ability to pay for annual checkups, labs, and long-term treatment. The subcontractor will provide specialty care to underserved people in communities whom we serve according to the Arizona Department of Health and Human Services (AHDS) guide lines and the most up-to-date standards for HIV patient care.

To the extent applicable to a reference clinical laboratory, Subcontractor agrees to:

1. Provide the County Health Department a copy of their current certifications and licensure requirements necessary to fulfill their responsibilities.
2. Notify the Ryan White Program Coordinator when a client has come for an appointment for the purposes of reporting client encounters.
3. Work with clients' case managers, primary care providers, and HIV care providers to coordinate comprehensive care.

## **GENERAL SCOPE**

### ***Reports and Records***

The record on a client shall be retained in the County Health Department office.

The subcontractor is familiar with all record-retention and confidentiality requirements set forth in the ADHS contract and applicable federal and state laws and shall strictly comply with all such requirements in handling client records and information.

### ***Non-Assignment***

The subcontractor shall not assign any right or interest in this agreement without the Health Department Director's prior written approval, nor shall the subcontractor delegate or subcontract any duty hereunder without the County's prior written approval. Any purported assignment, delegation or subcontract without the Director's prior written approval shall be void.

### ***Independent Contractor***

In providing services hereunder, the subcontractor is an independent contractor and shall not be deemed an employee of Gila County and shall not be entitled to any benefits provided to Gila County employees. Taxes, Social Security and other amounts customarily withheld from the earnings of employees shall not be withheld from the compensation paid to the subcontractor.

**ARTICLE II – FEES:** As full and complete compensation for the services to be provided hereunder, Gila County shall pay to the subcontractor fees from the Ryan White Part B Program at the AHCCCS Allowable Rates for services pursuant to <http://www.azahcccs.gov/commercial/ProviderBilling/rates/rates.aspx>. Bills for services to Ryan White services must be received within thirty days (30) days of the billable services to:

Ryan White Part B Program  
Malinda Benedetto  
5515 S. Apache Avenue, Suite 100  
Globe, AZ 85501

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

Ryan White Part B Program  
Malinda Benedetto  
5515 S. Apache Avenue, Suite 100  
Globe, AZ 85501

Gila County shall send the written notice to Subcontractor at the following address:

Laboratory Corporation of America

With a copy to:  
Laboratory Corporation of America Holdings  
531 S. Spring St.  
Burlington, NC 27215  
Attention: Law Department

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

**ARTICLE V – INSURANCE REQUIREMENTS:** The subcontractor shall maintain in force during the term of this agreement, at the subcontractor's expense, professional liability insurance, in the amount of no less than \$1,000,000.00 per occurrence and \$3,000,000.00 in the aggregate and such other insurance as the County Risk Manager may reasonably require. The subcontractor shall provide Gila County with certificates of insurance evidencing all required policies and shall notify the County of any cancellation or decrease in the amount of coverage at least thirty (30) days before the effective date of such cancellation or decrease.

**ARTICLE VI – ASSIGNMENTS AND SUBCONTRACTS:** No rights or obligations of the subcontractor under this agreement shall be assigned. No rights or obligations of the subcontractor under this agreement shall be subcontracted by the subcontractor without approval of the County. All subcontracts shall incorporate the laws, rules, and regulations governing this agreement..

**ARTICLE VII – LEGAL ARIZONA WORKERS ACT COMPLIANCE:** As required by A.R.S. § 41-4401, Contractor hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Contractor further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the e-verify program.

If Contractor uses any subcontractors in performance of the Agreement, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the e-verify program. A breach of this warranty shall be deemed a material breach of the Agreement subject to penalties up to and including termination of this Agreement. Contractor shall not be deemed in material breach if it and its subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the e-verify requirements contained in A.R.S. § 23-214(A). The County retains the legal right to inspect the papers of the Contractor and its subcontractors engaged in performance of this Agreement to ensure that the Contractor and its subcontractors are complying with the warranty.

Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

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

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

**ARTICLE X – TERM:** The term of the contract shall commence on April 1, 2020 and continue in full force and effect up through and including March 31, 2021, unless terminated, canceled or extended as otherwise provided herein. The subcontractor agrees that Gila County shall have the right, at its sole option, to renew the contract for five additional one-year periods. In the event the County exercises such a right, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period.

**ARTICLE XI – PAYMENT:** Subcontractor shall be paid pursuant to Article II of this agreement, but in no event shall payment exceed \$7,000.00 for the contract term without prior written approval from the County.

Gila County employs a "Net 15" payment term for professional services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the subcontractor. Purchase orders sent to the subcontractor reflect these terms and conditions and they apply to all invoices received by the County.

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

IN WITNESS WHEREOF, two (2) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY MANAGER

  
James Manlove

Date 7-21-20

LABORATORY CORPORATION OF AMERICA

  
Laboratory Corporation of America

Scott Gillum  
Print Name



**AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT NO 040520**

The following amendments are hereby incorporated into the contract documents for the below stated project:

**HIV CARE AND SERVICES**

**LABORATORY CORPORATION OF AMERICA**

Effective July 21, 2020, Gila County and Laboratory Corporation of America entered into a contract whereby Laboratory Corporation of America agreed to provide laboratory testing for HIV Care and Services.

The contract expires March 31, 2020. Per page 5, Article X-Term, of the contract, Gila County has the right, at its sole option, to renew the contract for as many as five (5) additional one (1) year periods.

**Amendment No. 1 to Professional Services Contract No. 040520** will allow for Gila County to exercise the option to renew the term of the agreement for one (1) one (1) year term, from April 01, 2021 to March 31, 2022.

Contractor will continue to bill for services pursuant to Article XI - Payment, of the original contract, but in no event shall charges for the April 1, 2021 to March 31, 2022 extension exceed \$7,000.00 without prior written agreement of the County.

All other terms and conditions of the original agreement shall remain in full force and affect during the April 1, 2017 to March 31, 2018 term of the contract.

**IN WITNESS WHEREOF**, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 15<sup>th</sup> day of April, 2021.

GILA COUNTY:

  
James Menlove, County Manager

Date:

4.15.2021

LABORATORY CORPORATION OF AMERICA

  
Signature

Scott Gillum

Print Name



**AMENDMENT NO. 2 TO PROFESSIONAL SERVICES CONTRACT NO 040520**

The following amendments are hereby incorporated into the contract documents for the below stated project:

**HIV CARE AND SERVICES  
LABORATORY CORPORATION OF AMERICA**

Effective July 21, 2020, Gila County and Laboratory Corporation of America entered into a contract whereby Laboratory Corporation of America agreed to provide laboratory testing for HIV Care and Services.

**Amendment No. 1 to Professional Services Contract No. 040520** was executed on April 15, 2021 to allow for Gila County to exercise the option to renew the term of the agreement for one (1) one (1) year term, from April 01, 2021 to March 31, 2022.

The contract expires March 31, 2022. Per page 5, Article X-Term, of the contract, Gila County has the right, at its sole option, to renew the contract for as many as five (5) additional one (1) year periods.

**Amendment No. 2 to Professional Services Contract No. 040520** will allow for Gila County to exercise the option to renew the term of the agreement for one (1) one (1) year term, from April 01, 2022 to March 31, 2023.

Contractor will continue to bill for services pursuant to Article XI – Payment, of the original contract, but in no event shall charges for the April 1, 2022 to March 31, 2023 extension exceed \$7,000.00 without prior written agreement of the County.

All other terms and conditions of the original agreement shall remain in full force and affect during the April 1, 2022 to March 31, 2023 term of the contract.

**IN WITNESS WHEREOF**, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 28 day of MARCH, 2022.

GILA COUNTY:

  
James Menlove, County Manager

Date:

3-28-2022

LABORATORY CORPORATION OF AMERICA

  
Signature

Scott Gillum

Print Name



**Regular BOS Meeting**

Meeting Date: 04/19/2022

Submitted By: Marian Sheppard, Clerk of the Board

Department: Clerk of the Board of Supervisors

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Information

Request/Subject

Robert Kenneth Mitchell, Jr., Managing Member of Below The Rim Meadery, LLC (the "Applicant"), desires to submit to the Arizona Department of Liquor Licenses and Control ("the Department") an "Application for Extension of Premises/Patio Permit" (the "Application") for a "Permanent change to the area or service" (the "Licensed Premises").

The Department's Application, however, requires that the Application go to the Gila County Board of Supervisors (the "Board") first for its approval or disapproval before submitting the Application to the Department.

Background Information

The Department is authorized to grant or deny an Application to extend Licensed Premises to any establishment that has been issued a liquor license. Before considering an Application, the Department requires an applicant to submit the Application to the local governing body of the city, town, or county where the establishment is located for its approval or disapproval. The Application can be for a temporary or permanent extension of the Licensed Premises. The Application provides that the "recommendation is not binding on the Department of Liquor".

In this case, the Applicant has a Series 13 In-State Farm Winery License and desires to permanently extend the Licensed Premises where wine is permitted to be sold and or served.

Evaluation

Before an Application is submitted to the Department of Liquor for approval, it requires that the Application must first be submitted to the local governing body, i.e. the Board, for its approval or disapproval. The Board's decision is not binding on the Department.

Conclusion

It would be well for the Board to vote to go into executive session regarding this item, and, when reconvened into the regular meeting, vote to approve or disapprove of the Application or take other action.

### Recommendation

It is recommended that the Board vote to go into executive session, and, when reconvened into the regular meeting, vote to approve or disapprove of the Application or to take other action.

### Suggested Motion

Information/Discussion/Action to vote to hold an executive session under A.R.S. § 38-431.03(A)(3) and (4) to have a discussion or consultation for legal advice with the attorneys for the Board to consider its position regarding Robert Kenneth Mitchell, Jr.'s application to permanently extend the licensed premises where wine is permitted to be served or sold at Below The Rim Meadery, LLC, and, when reconvened into the regular meeting, vote to issue a recommendation of approval or disapproval to the Arizona Department of Liquor Licenses and Control or to take other action. **(Jeff Dalton)**

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### Attachments

Below The Rim - Application

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

DLLC USE ONLY

CSR:

Log #:

APPLICATION FOR EXTENSION OF PREMISES/PATIO PERMIT

\*OBTAIN APPROVAL FROM LOCAL GOVERNING BOARD BEFORE SUBMITTING TO THE DEPARTMENT OF LIQUOR\*

\*\*Notice: Allow 30-45 days to process permanent change of premises\*\*

☒ Permanent change of area of service. A non-refundable \$50. Fee will apply. Specific purpose for change:

Too allow customers to use the grassy forest area in front of out approved patio area.

☐ Temporary change (No Fee) for date(s) of: \_\_\_/\_\_\_/\_\_\_ through \_\_\_/\_\_\_/\_\_\_ list specific purpose for change:

1. Licensee's Name: Mitchell Jr. Robert Kenneth License #: 013040002979  
Last First Middle
2. Mailing address: 2901 E. Cochise RD Phoenix, AZ 85028  
Street City State Zip Code
3. Business Name: Below The Rim Meadery LLC
4. Business Address: 626 N. Forrest Road(FR) 199 Payson AZ 85541  
Street City State Zip Code
5. Email Address: Rob@btrmeadery.com
6. Business Phone Number: 928-595-1997 Contact Phone Number: 928-595-1997
7. Is extension of premises/patio complete?  
☐ N/A ☒ Yes ☐ No If no, what is your estimated completion date? \_\_\_/\_\_\_/\_\_\_
8. Do you understand Arizona Liquor Laws and Regulations?  
☒ Yes ☐ No
9. Does this extension bring your premises within 300 feet of a church or school?  
☐ Yes ☒ No
10. Have you received approved Liquor Law Training?  
☒ Yes ☐ No
11. What security precautions will be taken to prevent liquor violations in the extended area? The grassy are is surrounded by  
dense forest area, with the approved paton to the north, an irrigation ditch to the east, our driveway to the wets and a split rail fence to the south

12. **IMPORTANT:** Attach the revised floor plan, clearly depicting your licensed premises along with the new extended area outlined in black marker or ink, if the extended area is not outlined and marked "extension" we cannot accept the application.

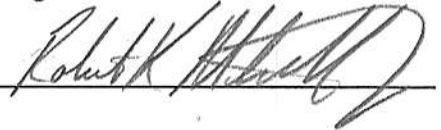
☒ Barrier Exemption: an exception to the requirement of barriers surrounding a patio/outdoor serving area may be requested. Barrier exemptions are granted based on public safety, pedestrian traffic, and other factors unique to a licensed premises. List specific reasons for exemption:

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

☐ Approval ☐ Disapproval by DLLC: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

I, (Print Full Name) **Robert K. Mitchell Jr.**, hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.

Applicant Signature: \_\_\_\_\_



#### GOVERNING BOARD

After completion, and **BEFORE submitting to the Department of Liquor**, please take this application to your local Board of Supervisors, City Council or Designate for their recommendation. This recommendation is not binding on the Department of Liquor.

☐ Approval

☐ Disapproval

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Agency

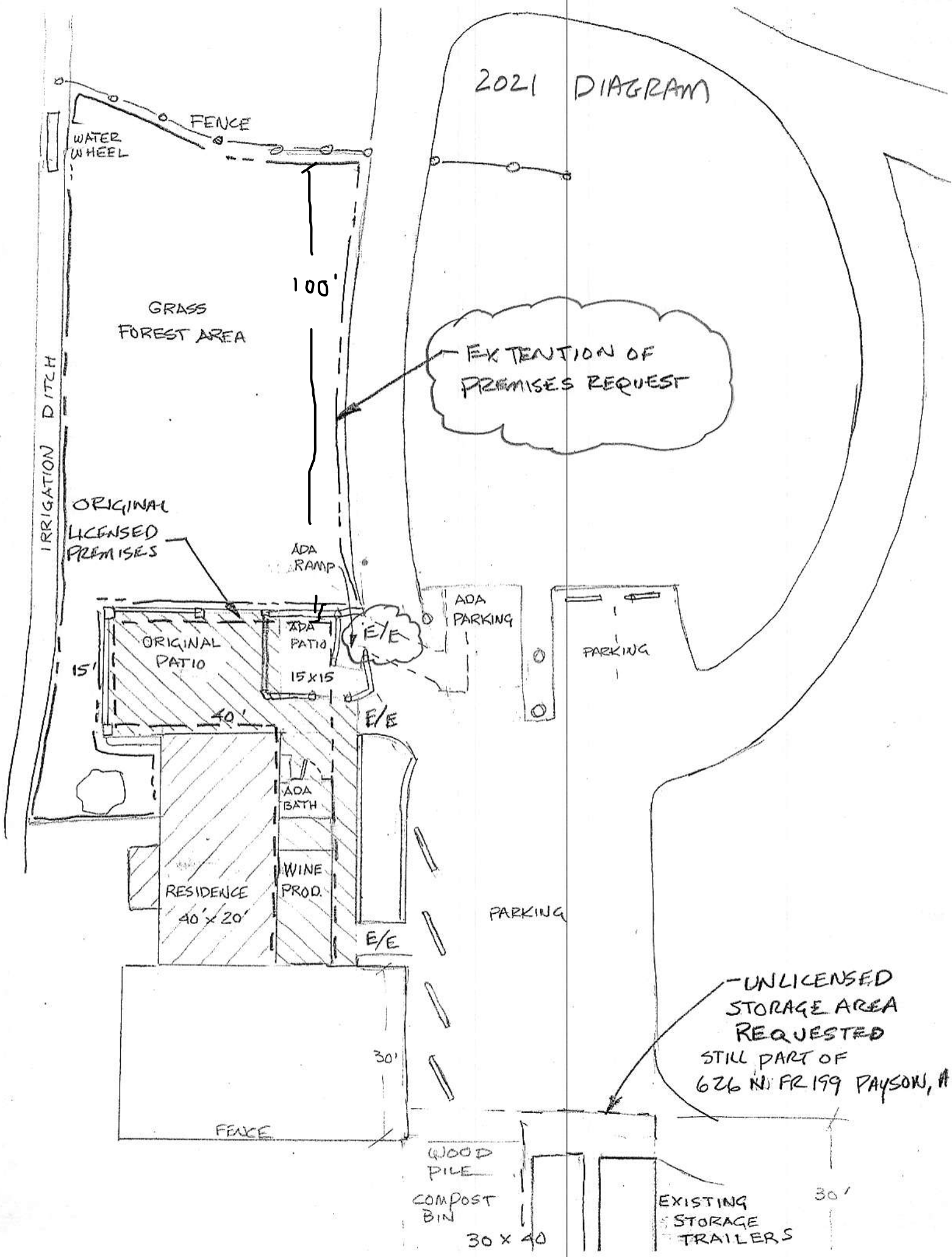
\_\_\_\_\_  
Date

#### DLLC USE ONLY

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

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

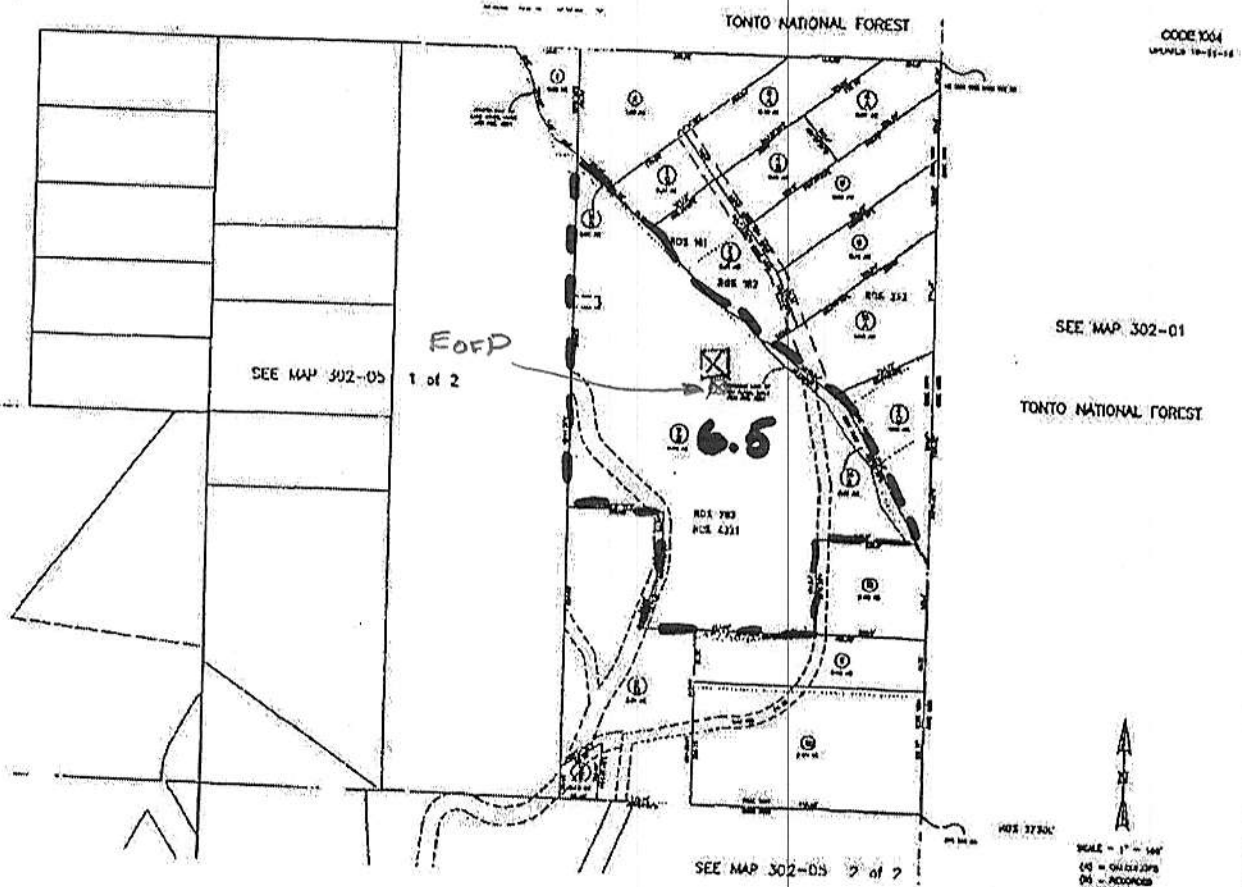
# 2021 DIAGRAM



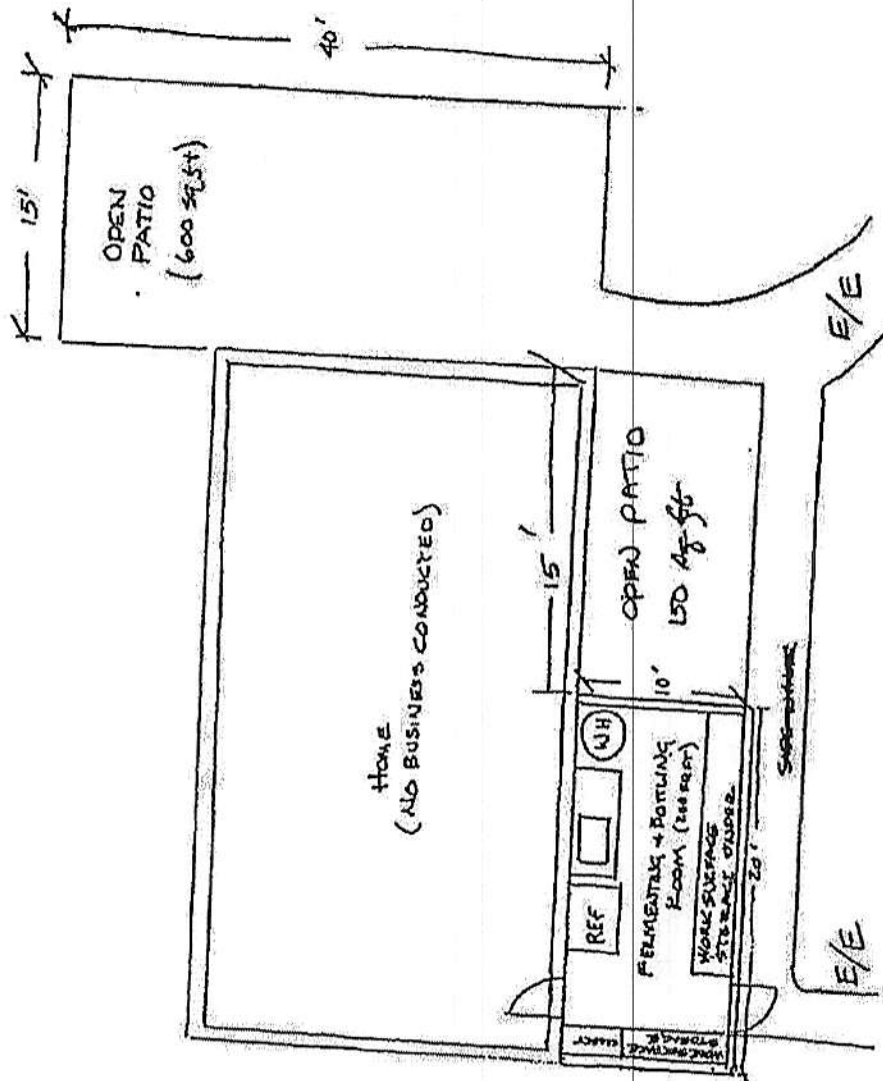
-UNLICENSED  
STORAGE AREA  
REQUESTED  
STILL PART OF  
626 N. FR 199 PAYSON, A

LOCATION  
302-06-0098

18 JAN 31 1979. Dept 1153



N



2018 DIAGRAM

18 APR 12 14. Sept PM 2:05







## **R19-1-304**

### **R19-1-304. Storing Spirituous Liquor on Unlicensed Premises**

- A. Except as provided in subsection (B), a licensee shall not accept delivery of or store spirituous liquor at any premises other than the business premises described on the license issued to the licensee under A.R.S. Title 4 and this Chapter.
- B. The Department shall authorize a licensee to accept delivery of or store spirituous liquor at a premises other than the business premises described on the license issued to the licensee under A.R.S. Title 4 and this Chapter if:
  - 1. The licensee submits a written request to the Department that:
    - a. Identifies the unlicensed premises;
    - b. Provides a diagram that shows the geographical location of the unlicensed premises in relation to the business premises; and
    - c. Explains how the licensee will safeguard the spirituous liquor at the unlicensed premises; and
  - 2. The Department determines that the licensee will safeguard the spirituous liquor at the unlicensed premises in a manner that protects the public health, safety, and welfare and that authorizing the licensee to store spirituous liquor at the unlicensed premises is consistent with the best interest of the state.
- C. A licensee granted authorization under subsection (B) shall provide evidence of the authorization to a wholesaler before asking the wholesaler to make delivery of spirituous liquor at the unlicensed premises.
- D. This Section is authorized by A.R.S. § 4-203(B).