

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

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

Citizens may watch the Board meeting live-streamed at:

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

Citizens may submit written comments related to the September 20th Regular Meeting agenda by no later than 5 p.m. on Monday, September 19th, by emailing to the Chief Deputy Clerk of the Board at mhenderson@gilacountyaz.gov or calling 928-402-4390. Citizens may also submit written comments during the meeting through YouTube. Please include the meeting date, agenda item number, your name, and your residence address in the email.

REGULAR MEETING - TUESDAY, SEPTEMBER 20, 2022 - 10:00 A.M.

1. **CALL TO ORDER - PLEDGE OF ALLEGIANCE - INVOCATION**
2. **PUBLIC HEARINGS:**
 - A. Information/Discussion/Action to consider a liquor license application (County No. LL-22-05) submitted by Sagan Lynn Simonis for the transfer of a Series 6 Bar License with an interim permit to operate at the Stage Coach Bar & Grill, Highway 188 and Main in Roosevelt; and issue a recommendation to the Arizona Department of Liquor Licenses and Control whether the license should be granted. **(Melissa Henderson)**
3. **REGULAR AGENDA ITEMS:**

- A. Information/Discussion/Action to approve the Superior Courts' submission of the FY23 "Fill the Gap" Grant Application to the Administrative Office of the Courts for enhanced criminal case scanning in the amount of \$5,653.69. **(Cassie Ornelas)**
- B. Information/Discussion/Action to approve Amendment No. 2 to Contract No. CTR055335 - Gila County - Healthy People Healthy Communities in the amount of \$395,063 beginning July 1, 2022, to June 30, 2023, with the Arizona Department of Health Services. **(Josh Beck)**
- C. Information/Discussion/Action for the Board Chairman to electronically sign Arizona Criminal Justice Commission FY 2023 Drug, Gang, and Crime Control Grant Agreement No. DC-23-023 in the amount of \$91,758.81 for the period of July 1, 2022, to June 30, 2023. **(Jessica Scibelli)**
- D. Information/Discussion/Action to approve Intergovernmental Agreement No. 08302022 with Central Arizona Governments to fund the Regional Public Transportation Authority Project in the amount of \$33,279.78. **(Mary Springer)**
- E. Information/Discussion/Action to approve the USDA Forest Service Road Project Agreement No. 22-RO-11031200-232 for the cooperation in the *Four Forest Restoration Initiative Control Road Surfacing* in the amount of \$1,500,000. **(Steve Sanders)**
- F. Information/Discussion/Action to adopt Resolution No. 22-09-06 for the extinguishment of that sixteen-foot wide utility easement shown on the map of Alhambra Heights, Official Map Number 333, Gila County Records. **(Steve Sanders)**

- G. Information/Discussion/Action to review all bids submitted for Invitation for Bids No. 060322 for *On-Call Pavement Marking*; award contract to the lowest, most responsive, responsible, and qualified bidder to Traffic Safety, Inc. for a not to exceed the amount of \$90,000 for a period of one year with the option of three one-year renewals. **(Steve Sanders)**
- H. Information/Discussion/Action to authorize the advertisement of Invitation for Bids No. 082122 for the purchase of One (1) new Ford F350 Super Cab 4x4 Cab and Chassis. **(David LaForge)**
- I. Information/Discussion/Action to authorize the advertisement of Invitation for Bid No. 082222 to purchase One (1) New Ford F-250 Super Duty XL 4x4 with Transfer Tank Toolbox combo and snowplow as outlined in the solicitation. **(David LaForge)**
- J. Information/Discussion/Action to authorize the advertisement of Invitation for Bid No. 082322 to purchase One (1) New Ford F-350 Super Duty XL 4x4 Chassis and Cab with a Dump Bed, spreader, and snowplow as outlined in the solicitation. **(David LaForge)**
- K. Information/Discussion/Action to authorize the advertisement of Invitation for Bids No. 082422 to purchase Two (2) New Ford F-250 Super Duty XL 4x4 6.2L as outlined in the solicitation. **(David LaForge)**
- 4. **CONSENT AGENDA ACTION ITEMS: (Any matter on the Consent Agenda will be removed from the Consent Agenda and discussed and voted upon as a regular agenda item upon the request of any member of the Board of Supervisors.)**

- A. Adoption of an Order to cancel November 8, 2022, governing board elections for certain fire districts, water, and wastewater improvement districts, sanitary districts, vocational technology districts, school districts, and provisional college districts; and appoint governing board members to those districts as listed on Attachments A through E of the Order.
- B. Approval of Amendment No. 1 to Service Agreement No. 07052022 to Convenient Mobile Services, LLC in the amount of \$810, increasing the total amount of the agreement to \$89,019 for the hauling of fill material and sand, the ground preparation, and portable arena installation at the Gila County Fairgrounds.
- C. Approval to renew Agile Fleet Inc. Customer Purchase Agreement under Sourcewell Contract No. 020221-AAC in the amount of \$53,281.97.
- D. Approval of FY 2023 Victims' Rights Program Award Agreement No. AG No. 2023-004 between the Gila County Attorney's Office and the Arizona Attorney General's Office in the amount of \$19,000 to cover the existing salary and employee-related expenses for a full-time advocate for the period July 1, 2022, to June 30, 2023.
- E. Acknowledgment of the 2021-2022 Annual Immunization Reports submitted by Gila County Health Department per Arizona Administrative Code R9-10-1004 for licensing rules and regulations.
- F. Approval of the Board of Supervisors' August 2, 2022, August 15, 2022, and August 30, 2022, meeting minutes.
- G. Approval of the monthly activity reports submitted by the Human Resources Department for August 2022.

- H. Approval of finance reports/demands/transfers for the reporting period of August 1, 2022, through August 31, 2022.
 - I. Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the month of August 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 the information presented.

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

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

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

ARF-7504

Public Hearing 2. A.

Regular BOS Meeting

Meeting Date: 09/20/2022

Submitted For: Melissa Henderson, Chief Deputy Clerk of the Board

Submitted By: Melissa Henderson, Chief Deputy Clerk of the Board

Department: Clerk of the Board of Supervisors

Information

Request/Subject

Liquor License Application (County No. LL-22-05) - Sagan Lynn Simonis - Stage Coach Bar & Grill

Background Information

Sagan Lynn Simonis submitted an application to the Arizona Department of Liquor Licenses and Control (DLLC) for the transfer of a Series 6 Bar License at Stage Coach Bar & Grill (formally known as the Roosevelt Resort) located at Highway 188 & Main in Roosevelt. There is an existing liquor license at the location of which the DLLC has issued Ms. Simonis an interim permit to use the license to operate the location.

Per A.R.S. § 4-201(B), the DLLC has forwarded the application to the Clerk of the Board of Supervisors. The notice of hearing before the Board of Supervisors and the license application were posted "in a conspicuous place on the front of the premises where the business is proposed to be conducted, with a statement requiring any natural person who is a bona fide resident residing or owning or leasing property within a one-mile radius from the premises proposed to be licensed, and who is in favor of or opposed to the issuance of the license, to file written arguments in favor of or opposed to the issuance of the license with the Clerk of the Board within twenty days after the posting..." The notice also outlines the process whereby a bona fide resident may file a written protest to the State Liquor Board and or request information regarding procedures before the State Liquor Board and a notice of any State Liquor Board hearings regarding this application. To date, the Clerk of the Board of Supervisors has not received any written arguments on this application.

Evaluation

The notice of hearing before the Board of Supervisors and application was posted by a Gila County Sheriff's Deputy on August 17, 2022, and removed on September 8, 2022. The Affidavit of Posting is on file at the Clerk of the Board's office. An internal review has been conducted by the Planning and Zoning Department, Health and Emergency Management Department, and the Treasurer's Office. The department heads and elected officials have confirmed that there are no pending issues relevant to their area of responsibility.

Conclusion

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

Recommendation

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

Suggested Motion

Information/Discussion/Action to consider a liquor license application (County No. LL-22-05) submitted by Sagan Lynn Simonis for the transfer of a Series 6 Bar License with an interim permit to operate at the Stage Coach Bar & Grill, Highway 188 and Main in Roosevelt; and issue a recommendation to the Arizona Department of Liquor Licenses and Control whether the license should be granted. **(Melissa Henderson)**

Attachments

Stage Coach Bar & Grill - Recommendation

Stage Coach Bar & Grill - Application

Stage Coach Bar & Grill-Affidavit of Posting

Stage Coach Bar & Grill - Com Service Response

Stage Coach Bar & Grill - H&E Response

Stage Coach Bar & Grill - Treasurer Response



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

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

1. City or Town of: _____ Liquor License Application #: _____
(Circle one) (Arizona application #)
 2. County of: _____ City/Town/County #: _____
 3. If licensed establishment will operate within an "entertainment district" as described in A.R.S. §4-207(D)(2),

(Name of entertainment district) (Date of resolution to create the entertainment district)
- A boundary map of entertainment district must be attached.
4. The _____ at a _____ meeting held on the _____ of _____
(Governing body) (Regular or special) (Day)
_____, _____ considered the application of _____
(Month) (Year) (Name of applicant)
- for a license to sell spirituous liquor at the premises described in application _____,
(Arizona liquor license application #)
- for the license series #: type _____ as provided by A.R.S §4-201.
(i.e.: series #10: beer & wine store)

ORDER OF APPROVAL/DISAPPROVAL

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

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

for _____
(Approval, disapproval, or no recommendation)

TRANSMISSION OF ORDER TO STATE

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

Dated at _____ on _____, _____, _____
(Location) (Day) (Month) (Year)

(Printed name of city, town or county clerk)

(Signature of city, town or county clerk)

State of Arizona
Department of Liquor Licenses and Control

Created 08/05/2022 @ 10:24:37 AM

Local Governing Body Report

LICENSE

Number:	06040023	Type:	006 BAR
Name:	STAGE COACH BAR & GRILL		
State:	Pending		
Issue Date:		Expiration Date:	06/30/2023
Original Issue Date:	09/14/1982		
Location:	HWY 188 & MAIN ROOSEVELT, AZ 85545 USA		
Mailing Address:	126 S DIAMOND KEY COURT GILBERT, AZ 85233 USA		
Phone:	(602)568-3215		
Alt. Phone:	(520)553-5180		
Email:	SAGANSIMONIS@YAHOO.COM		

Currently, this license has pending applications.

AGENT

Name:	SAGAN LYNN SIMONIS
Gender:	Female
Correspondence Address:	126 S DIAMOND KEY COURT GILBERT, AZ 85233 USA
Phone:	(602)568-3215
Alt. Phone:	(520)553-5180
Email:	SAGANSIMONIS@YAHOO.COM

OWNER

Name:	ZORROB LLC		
Contact Name:	SAGAN LYNN SIMONIS		
Type:	LIMITED LIABILITY COMPANY		
AZ CC File Number:	2391725	State of Incorporation:	AZ
Incorporation Date:	07/02/2022		
Correspondence Address:	126 S DIAMOND KEY COURT GILBERT, AZ 85233 USA		
Phone:	(520)553-5180		
Alt. Phone:			
Email:	SAGANSIMONIS@YAHOO.COM		

Officers / Stockholders

Name:
SAGAN LYNN SIMONIS

Title:
Managing Member

% Interest:
100.00

ZORROB LLC - Managing Member

Name: SAGAN LYNN SIMONIS
Gender: Female
Correspondence Address: 126 S DIAMOND KEY COURT
GILBERT, AZ 85233
USA
Phone: (602)568-3215
Alt. Phone: (520)553-5180
Email: SAGANSIMONIS@YAHOO.COM

APPLICATION INFORMATION

Application Number: 204968
Application Type: Owner Transfer
Created Date: 08/03/2022

QUESTIONS & ANSWERS

006 Bar

- 1) Are you applying for an Interim Permit (INP)?
Yes
A Document of type INTERIM PERMIT (INP) NOTARY PAGE is required.
- 4) Does the Business location address have a street address for a City or Town but is actually in the boundaries of another City, Town or Tribal Reservation?
No
- 8) Did the Premises phone number change?
Yes
What is the new phone number?
602-568-3215
- 10) Provide name, address, and distance of nearest school and church. (If less than one (1) mile note footage)
CHARLES BEJERANO ELEMENTARY SCHOOL 4635 S RAGUS RD. GLOBE, AZ 85501
30 MILES

ROOSEVELET BAPTIST CHURCH AZ-188 ROOSEVELT, AZ 85545 2 MILES
- 11) Are you one of the following? Please indicate below.
Property Tenant
Sub-tenant
Property Owner
Property Purchaser
Property Management Company
PROPERTY TENANT
- 12) Is there a penalty if lease is not fulfilled?
Yes
What is the penalty?
\$3,500.00
- 13) What is the total money borrowed for the business not including the lease?
Please list lenders/people owed money for the business.
ZERO
- 14) Is there a drive through window on the premises?
No
- 15) If there is a patio please indicate contiguous or non-contiguous within 30 feet.
CONTIGUOUS PATIO
- 16) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
No
- 23) Total Price paid for Series 6 Bar, Series 7 Beer & Wine Bar or Series 9 Liquor Store (license only)
\$30,000

COMPLIANCE ACTIONS

000323-20

05/08/2020 - Incident Date

06/24/2020 - Fine

07/09/2020 - Fine Payment (\$250.00)

07/09/2020 - Case Closed

Violations

Statute	Counts	Description
4-202.C	1	No managers agreement form on file

6/8/2020 Incident date

6/24/2020 Mail In Consent issued/mailed, \$250.00 Penalty fine assessed

7/8/2020 Signed Mail In Consent received

7/9/2020 \$250.00 Fine paid, Receipt #R42022

TR

State of Arizona
Department of Liquor Licenses and Control

Created 08/05/2022 @ 10:24:22 AM

Local Governing Body Report

LICENSE

Number: INP040019588 Type: INP INTERIM PERMIT
Name: STAGE COACH BAR & GRILL
State: Active
Issue Date: 08/05/2022 Expiration Date: 11/18/2022
Original Issue Date: 08/05/2022
Location: HWY 188 & MAIN
ROOSEVELT, AZ 85545
USA
Mailing Address: 126 S DIAMOND KEY COURT
GILBERT, AZ 85233
USA
Phone: (602)568-3215
Alt. Phone: (520)553-5180
Email: SAGANSIMONIS@YAHOO.COM

AGENT

Name: SAGAN LYNN SIMONIS
Gender: Female
Correspondence Address: 126 S DIAMOND KEY COURT
GILBERT, AZ 85233
USA
Phone: (602)568-3215
Alt. Phone: (520)553-5180
Email: SAGANSIMONIS@YAHOO.COM

OWNER

Name: ZORROB LLC
Contact Name: SAGAN LYNN SIMONIS
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: 2391725 State of Incorporation: AZ
Incorporation Date: 07/02/2022
Correspondence Address: 126 S DIAMOND KEY COURT
GILBERT, AZ 85233
USA
Phone: (520)553-5180
Alt. Phone:
Email: SAGANSIMONIS@YAHOO.COM

Officers / Stockholders

Name:
SAGAN LYNN SIMONIS

Title:
Managing Member

% Interest:
100.00

ZORROB LLC - Managing Member

Name: SAGAN LYNN SIMONIS
Gender: Female
Correspondence Address: 126 S DIAMOND KEY COURT
GILBERT, AZ 85233
USA
Phone: (602)568-3215
Alt. Phone: (520)553-5180
Email: SAGANSIMONIS@YAHOO.COM

APPLICATION INFORMATION

Application Number: 204969
Application Type: New Application
Created Date: 08/03/2022

QUESTIONS & ANSWERS

INP Interim Permit

- 1) Enter License Number currently at location # 06040023
- 2) Is the license currently in use? yes
- 3) Will you please submit section 5, page 6, of the license application when you reach the upload page? yes

Patio

Back Entrance
EXIT

22 8 3 Log Admin PM 2 54

WALK
Back Entrance
EXIT

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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

805-218

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

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

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

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

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

Liquor License#: 204968

1. Check the Appropriate Box →

<input checked="" type="checkbox"/> Controlling Person	<input checked="" type="checkbox"/> Agent	<input type="checkbox"/> Premises Manager (complete all questions except #12)
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2. Name: Simonis Sagan Lynn Birth Date: [REDACTED] (NOT a public record)

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

4. Place of birth: MESA AZ USA Height: 5'9" Weight: 165 Eyes: BL Hair: BR
City State COUNTRY (not county)

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

6. Are you a bona fide resident of Arizona? ☒ Yes ☐ No If yes, what is your date of residency: 06/29/1988

7. Daytime telephone number: (520) 553-5180 E-mail address: Sagan.Simonis@yahoo.com

8. Business Name: ZORRO B LLC DBA STAGE COACH BAND GRILL Business Phone: 602/568-5515

9. Business Location Address: Hay 188 Pinto Creek Roostert to exit 85515
Street (do not use PO Box) City State County Zip

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
08/2002	CURRENT	Grm Pork on a fork	Pork on a fork 17324 Bull Rd Phoenix AZ 85022
10/2019	02/2021	Restraunt/maid	Hone Wood suite petro st chandler 85226
09/2019	Current	Quick	Temp Bartending 6501 E greenway 11 Phoenix 85024
06/2018	07/2018	Scottsdale Pool Bartender	Scottsdale camelback resort 6202 E camelback 85251
04/2018	07/2018	Bartender	Sammy cl Saloon Tempe AZ 85281 932 University

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

22 8 3 Lgr.Admin PM 2:55

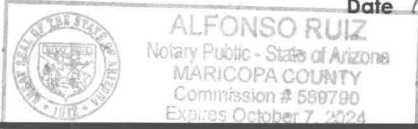
FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
04/2018	CURRENT	6812 S 41st Phoenix AZ 85042

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

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

CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

NOTARY	
I (Print Full Name) <u>Sagan Lynn Smith</u> hereby declare that I am the Agent/ Controlling Person / Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete, to the best of my knowledge.	
Signature: <u>Sagan Lynn Smith</u>	State of <u>Arizona</u> County of <u>United States</u> The foregoing instrument was acknowledged before me this
My Commission Expires on: <u>October 7 2024</u>	<u>21st</u> Day of <u>August</u> 20 <u>22</u> Day Month Year
	<u>Alfonso Ruiz</u> Signature of Notary

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

PRINT NAME: _____ SIGNATURE: _____

08-2017
to
04-2018

Unemployed

~~due to~~

6812 541st
Phoenix AZ 85042

22 8 3 19 Admin PM 2:55



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

'22 8 3 Ligr.Admin PM 2:55

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

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

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

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

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

SECTION I – APPLICANT INFORMATION

INDIVIDUAL OWNER/AGENT NAME (Print or type) SAGAN LYM SIMONIS

SECTION II – CITIZENSHIP OR NATIONAL STATUS DECLARATION

Are you a citizen or national of the United States?

☒ Yes

☐ No

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

City MESA State (or equivalent) ARIZONA Country or Territory USA

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

2) Name of document: DO ARIZONA DRIVEN LICENSE
Go to Section IV.

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

SECTION III – ALIEN STATUS DECLARATION

22 8 3 11:44 AM PM 2:55

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

ARIZONA DRIVERS LICENSE

Name of document provided

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

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

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

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

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

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

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

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

Otherwise Lawfully Present

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

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

SECTION IV - DECLARATION

22 8 3 Liq.Admin PM 2:55

All applicants must complete this section.

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

SAGAN Lynn Simonis
Individual Owner/Agent Printed Name


Individual Owner/Agent Signature

8/1/2022
Today's Date

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

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

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

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

22 8 3 Ligr.Admin PM 2:55

Arizona DRIVER LICENSE USA

NOT FOR FEDERAL IDENTIFICATION

9 CLASS D
9a END NONE
12 REST NONE

1 SIMONIS
2 SAGAN LYNN
3 6812 S 41ST ST
PHOENIX, AZ 85042-5111

4b EXP 06/29/2053 4a ISS 09/20/2019

15 SEX F 16 EYES BLU
16 HGT 5'-09" 19 HAIR BLN
17 WGT 165 lb

5 DD 4016MV610S1108S8



CLASS: D-Operator
ENDORSEMENTS: None

RESTRICTIONS: None

Rev 02/14/2014

You Must Report a
Change of Address
Within 10 Days



Certificate # AZB-ON-23386

12 8 3 12:55 PM
Certificate of Completion

<input checked="" type="checkbox"/>	On-sale
<input type="checkbox"/>	Off-sale
<input type="checkbox"/>	On- and off-sale

For
Title 4 **BASIC** Liquor Law Training

A Certificate of Completion must be on a form provided by the Arizona Department of Liquor. Certificates are completed by a state-approved training provider and, when issued, the Certificate is signed by the course participant.

The State requires BASIC Title 4 training only as a prerequisite for MANAGEMENT Title 4 training or as a result of a liquor law violation. Persons required to have BASIC Title 4 training are listed at the base of this Certificate. Licensees sometimes require BASIC Title 4 Training a condition of employment.

A replacement Certificate of Completion for Title 4 training must be available through the training provider for two years after the training completion date.

Student Information

Sagan Simonis

Full Name (please print)

[Signature]
Signature

10/07/2019

Training Completion Date

10/06/2022

Certificate Expiration Date
(three years from completion date)

Training Provider Information

360training.com Inc.

Company Name

6801 N Capital of Texas Hwy, Bldg I, Suite 250, Austin, TX 78731

Mailing Address

(877) 881-2235

Daytime Contact Phone Number

I, Samantha Montalbano, certify that the above named individual did successfully complete
Instructor Name (please print)

Title 4 BASIC Training in accordance with A.R.S. §4-112(G)(2) and Arizona Administrative Code (A.A.C.)R19-1-103 using training course content and materials approved by the Arizona Department of Liquor Licenses and Control. I understand that misuse of this Certificate of Completion can result in the revocation of State-approval for the Title 4 Training Provider named in this section as provided by A.A.C. R19-1-103(E) and (F).

[Signature]

Instructor Signature

10/07/2019

Day Mo Year

Persons required to complete BASIC & MANAGEMENT Title 4 training: 1) owner(s) actively involved in the daily business operations of a liquor-licensed business of a series listed below
2) licensees, agents and managers actively involved in the daily business operations of a liquor-licensed business of a series listed below

In-state Microbrewery (series 3)
Conveyance (series 8)
Restaurant (series 12)

Government (series 5)
Liquor Store (series 9)
In-state Farm Winery (series 13)

Bar (series 6)
Private Club (series 14)

Beer & Wine Bar (series 7)
Hotel/Motel w/restaurant (series 11)
Beer & Wine Store (series 10)

Liquor license applications (initial and renewal) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

The questionnaire (which designates a manager to a location) and the agent change form (which assigns a new agent to active liquor licenses) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

BILL OF SALE

IN CONSIDERATION OF THE SUM OF:

TEN DOLLARS AND NO CENTSlawful currency of the United States of America, and other valuable consideration, receipt of which is hereby acknowledged.

This BILL OF SALE (this "Agreement"), dated as of July 14, 2022 is by and among Roosevelt Resort LLC, an Arizona Limited Liability Company (Seller), and Zorrob LLC, an Arizona Limited Liability Company (Buyer).

RECITALS

A. Seller and Buyer are parties to an Asset Purchase Agreement executed June 29, 2022 (the "Purchase Agreement"), pursuant to which, among other things, Buyer has agreed to purchase certain assets of Seller upon the terms and conditions specified therein.

B. This Agreement is being executed and delivered in order to affect the transfer to Buyer of such assets as set forth in the Purchase Agreement.

AGREEMENTS

In consideration of the premises and the mutual covenants and agreements set forth in the Purchase Agreement, the parties hereby agree as follows:

1. **Definitions.** Capitalized terms used in this Agreement and not otherwise defined herein shall have the meaning ascribed thereto in the Purchase Agreement.
2. **Sale of Assets.** Seller, in accordance with and subject to the terms of the Purchase Agreement, hereby sells, conveys, assigns, transfers and delivers to Buyer, and Buyer, in accordance with and subject to the Purchase Agreement, hereby purchases and acquires from Seller, all of Seller's right, title and interest of every kind and nature, that certain business known as **Roosevelt Lake Restaurant/Bar, presently located at 358 Stagecoach Trail, Roosevelt, AZ 85545, including that State of Arizona Liquor License #06040023 and that certain equipment per the attached Exhibit "A", which exhibit is incorporated herein by reference.** FURTHERMORE, Seller warrants that he, she or they are the lawful owner of said personal property and hereby certifies, under oath, that he, she or they have good right to sell the same as aforesaid, and that the above described property is free and clear of all claims, liens and other encumbrances whatsoever, EXCEPT, as specified herein. Seller further agrees to warrant and defend same against the lawful claims and demands of all persons whomsoever.
3. **Counterparts.** This Agreement is executed pursuant to the Purchase Agreement and may be executed in two counterparts, each of which as so executed shall be deemed to be an original but both of which together shall constitute one and the same instrument. A facsimile signature shall be acceptable as an original for all purposes.
4. **Binding Effect.** This Agreement shall inure to the benefit of and be binding upon Buyer and Seller, and their respective successors and assigns, but shall not create any right of subrogation or other right on the part of any other person.
5. **Amendment, Waiver or Termination.** This Agreement cannot be amended, waived or terminated except by a writing signed by the parties hereto.
6. **Governing Law.** THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ARIZONA.

IN WITNESS WHEREOF, Buyer and Seller have caused this Bill of Sale to be executed individually or in their respective corporate names by their respective proper officers thereunto duly authorized, as of the date first written above.

Dated: July 14, 2022

The effective date of this Bill Of Sale shall be July 15, 2022.

SELLER:

Roosevelt Resort LLC, an Arizona Limited Liability Company

DocuSigned by:

Dean Chesnut

A315F4BA700F4F4...

Dean Chesnut, Manager

BUYER:

Zorrob LLC, an Arizona Limited Liability Company

Sagan Lynn Simonis
Sagan Lynn Simonis, Manager

State of Arizona)

County of Maricopa)

On 14th day of July, 2022, before me, the undersigned Notary Public, personally appeared Sagan Lynn Simonis, Manager, of Zorrob LLC, an Arizona Limited Liability Company personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

My Commission Expires: 7/30/2024

Amy Jo Boehnke
Notary Public



EXHIBIT "A"

Roosevelt Lake Restaurant & Bar - Equipment List

*22 8 3 LigrAdmin PM 2:54

Dining

2	6ft pool tables
33	Tables
3	Large circular tables
90	Green chairs
8	Wooden chairs
2	Childs high chairs
12	Wooden cushioned chairs
10	High top bar stools

Bar

2	SANYO 50" TVs
1	SOMY 40" TV
1	Single door glass refrigerator
1	SS 3 compartment sink
1	Two door top slide refrigerator
1	SS jockey box
1	Single door refrigerator

Kitchen

1	SS hand sink
1	VULCAN flat top grill w/ oven
1	IMPERIAL 4 burner w/ oven
1	PITCO deep fryer
1	AVANTCO deep fryer
1	WOLF flat top grill
1	8ft hood w/ ansel - (Landlord Fixture)
1	4ft hood w/ ansel - (Landlord Fixture)
1	AVANTCO 3 door sandwich prep
1	SS 3 compartment sink w overhead sprayer
1	PEPSI soda machine
1	CURTIS coffee/tea maker
1	OSTER microwave
1	M3 3 door upright refrigerator
1	TRUE single door upright freezer
1	SS 4 compartment sink
1	ICE O MATIC ice machine
1	Meat slicer
1	15x10 walk in refrigerator - (Landlord Fixture)

Patio

6	Patio tables
8	Green chairs
20	Metal patio chairs
1	Fire pit
1	TRAEGER smoker/grill
1	CAMP CHEF smoker/grill

Disclaimer: The information contained herein was provided at the time of listing this business for sale and may change during the regular course of operations, therefore, is not guaranteed accurate. Potential buyers are hereby advised to independently verify this information as part of the due diligence process.

DS
DC





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

AFFIDAVIT OF POSTING

Date of Posting: 8-17-22 Date of Posting Removal: 9-8-22

Applicant's Name: Somonis Sagan Lynn
Last First Middle

Business Address: Highway 188 & Main Roosevelt 85545
Street City Zip

License #: 204968

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

J. Adam Shepherd Sheriff 928-425-4449
Print Name of City/County Official Title Phone Number

Chief Deputy [Signature] For Sheriff Shepherd 9/8/2022
Signature Date Signed

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



INTEROFFICE MEMORANDUM

DATE: August 9, 2022

TO: Randy Pluimer, Department Director
Community Development Division

FROM: Melissa Henderson, Chief Deputy Clerk of the Board

SUBJECT: Liquor License Application for Stage Coach Bar & Grill; Series 6

A public hearing will be held by the Board of Supervisors on September 20th, 2022, at which time the Board will obtain public comments on the attached liquor license application; thereafter, a vote will be taken by the Board to recommend that the State Liquor Board *approve or disapprove* the application. Please inspect the premises to verify that it complies with Section 13 of the application, and email the signed memo to Melissa Henderson, Chief Deputy Clerk, by *no later* than September 12, 2022.

Indicate whether the applicant has any pending issues with regard to your department, such as building permits, Building Code clearance requirements, etc. NONE AT THIS TIME

Signed:


DIRECTOR OF COMMUNITY DEVELOPMENT

This was formally known as the Roosevelt Resort.



INTEROFFICE MEMORANDUM

DATE: August 9, 2022

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

FROM: Melissa Henderson, Chief Deputy Clerk of the Board

SUBJECT: Liquor License Application for Stage Coach Bar & Grill; Series 6

A public hearing will be held by the Board of Supervisors on September 20th, 2022, at which time the Board will obtain public comments on the attached liquor license application; thereafter, a vote will be taken by the Board to recommend that the State Liquor Board *approve or disapprove* the application. Please sign and email this memo to Melissa Henderson, Chief Deputy Clerk, by *no later* than September 12, 2022.

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

The owners of this facility have been in contact with the Health Department and have agreed to make basic improvements to their business. We have received and processed their permit applications and have no objection to the issuance of this liquor license.

Michael O'Driscoll, Director
Gila County Health & Emergency Management

Michael J. O'Driscoll

August 9, 2022

This was formally known as the Roosevelt Resort.

8/9/22



INTEROFFICE MEMORANDUM

DATE: August 9, 2022

TO: Monica Wohlforth, Treasurer

FROM: Melissa Henderson, Chief Deputy Clerk of the Board

SUBJECT: Liquor License Application for Stage Coach Bar & Grill - Series 6

A public hearing will be held by the Board of Supervisors on September 20th, 2022, at which time the Board will obtain public comments on the attached liquor license application; thereafter, a vote will be taken by the Board to recommend that the State Liquor Board *approve or disapprove* the application. Please sign and email this memo to Melissa Henderson, Deputy Clerk, by *no later* than September 12, 2022.

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

*Re: Accounts R005737 & R005649, both are paid
in full for tax year 2021.*

Signed: *Monica Wohlforth, Treasurer 8/9/22*

This was formally the Roosevelt Resort.

8/9/22

ARF-7512

Regular Agenda Item 3. A.

Regular BOS Meeting

Meeting Date: 09/20/2022

Submitted For: Jonathan Bearup, Court Administrator

Submitted By: Cassie Ornelas, Deputy Court Administrator

Department: Superior Court Division: Superior Court Administration

Information

Request/Subject

Approval of the Superior Court FY23 "Fill the Gap" Grant Application

Background Information

In 2015, the Court Administration and limited jurisdiction courts of Gila County developed an approach to proactively begin the movement towards digital case management. The Fill the Gap grant funding has been utilized for the past seven years to operate the "Enhanced Scanning Program" in which limited jurisdiction courts were provided with additional scanning stations.

Evaluation

During the seven-year course of the program, the limited jurisdiction courts of the County (Globe Justice Court, Miami Magistrate Court, Winkelman Magistrate Court, Hayden Magistrate Court, Globe Magistrate Court, Payson Justice Court, Payson Municipal Court, and Star Valley Magistrate Court) all received funding for supplemental scanners on an annual basis and initiated "paperless" business processes. In August 2019, the limited jurisdiction courts received the new digital case management system, Arizona Judicial Automated Case System (AJACS). The Enhanced Scanning Program has allowed Gila County courts to develop a substantial digital case library. The courts would like to continue with this grant-funded program as the additional scanning devices greatly increase capacity and have become integral to digital case processing.

Conclusion

In order to continue advancing automated court operations, and to maintain the current level of digital data entry, Court Administration believes it is in the best interest of the County to continue operating a supplemental digital scanning program in all limited jurisdiction courts.

Recommendation

The Superior Court recommends that the Board of Supervisors approve the grant application which would allow the scanning efforts to continue.

Suggested Motion

Information/Discussion/Action to approve the Superior Courts' submission of the FY23 "Fill the Gap" Grant Application to the Administrative Office of the Courts for enhanced criminal case scanning in the amount of \$5,653.69. **(Cassie Ornelas)**

Attachments

FY23 Fill the Gap Application

FILL THE GAP (FTG) APPLICATION

A. APPLICANT INFORMATION

1. COURT NAME: ARIZONA SUPERIOR COURT OF GILA COUNTY		
2. CONTACT PERSON: JONATHAN BEARUP	3. TITLE: COURT ADMINISTRATOR	
4. ADDRESS (STREET, CITY, STATE, ZIP): 1400 E. ASH STREET GLOBE, AZ 85501		
5. PHONE: (928) 402-8671	6. FAX: (928) 425-3605	7. E-MAIL ADDRESS: JBearup@Courts.AZ.gov

B. BUDGET INFORMATION

8. PROJECT TITLE: ENHANCED CRIMINAL SCANNING		
9. BEGIN DATE: JULY 1, 2022		END DATE: JUNE 30, 2023
10. AMOUNT STATE FTG REQUESTED: \$ 5,653.69	AMOUNT LOCAL FTG REQUESTED: \$	LOCAL BALANCE (COURT PORTION): \$ As Of: (CERTIFIED BY LOCAL FINANCE)
11. OTHER ACTIVE APPROVED GRANTS FOR FTG (STATE \$ AMOUNT):		
12. X NEW REQUEST	<input type="checkbox"/> CONTINUE PROJECT – TIME & \$ <input type="checkbox"/> CONTINUE PROJECT – ADDITIONAL STAFF GPT #	<input type="checkbox"/> EXTEND PROJECT - TIME ONLY, NO ADDITIONAL FUNDS (PLEASE PROVIDE EXPLANATION FOR EXTENSION REQUEST) GPT #

C. PROJECT INFORMATION

13. DESCRIPTION OF PROJECT PLAN.

IN 2015 GILA COUNTY'S LIMITED JURISDICTION COURT EMBARKED ON AOC'S "DISCONNECTED SCANNING PROGRAM". THIS PROGRAM ALLOWED FOR THE BACK SCANNING OF ALL PAPER DOCUMENTS IN A MOVEMENT TOWARDS DIGITIZED FILES AND PAPERLESS ARCHIVAL OF RECORDS.

ONCE THE LIMITED JURISDICTION COURTS TRANSITIONED TO THE LJ AJACS PROGRAM IN 2019, SCANNING CONTINUED AND THE PROGRAM BECAME KNOWN AS "CONNECTED SCANNING", AS THE DOCUMENTS WERE NOW DIRECTLY UPLOADED INTO THE AJACS PROGRAM.

THE SCANNING STATIONS CONTINUE TO BENEFIT AND ENHANCE OUR CRIMINAL CASE PROCESSING, AND THERE IS NOW VIRTUALLY NO BACK SCANNING TO BE DONE, THEREFORE THE PROGRAM IS ENTITLED "ENHANCED CRIMINAL SCANNING". THIS APPLICATION IS TO SEEK CONTINUED FUNDING TO COVER THE ACAP DEVICE FEES ASSOCIATED WITH THESE SCANNING STATIONS.

14. DESCRIBE THE NEED FOR THIS PROJECT AND HOW THE EXPENDITURE OF THESE MONIES WILL ADDRESS THE NEED.

As we expand automation within our courts continued funding of these criminal scanning stations is vital. Each scanning station allows for the digitizing of records therefore simultaneously updating and archiving each file. This allows for judges, court personnel and customers to have viewable access to documents as well as the current status of a case. The Arizona Office of the Courts (AOC) closely monitors case processing and these scanners aid in updating the case flow for time to disposition statistics. Program costs, and thus the courts' request, have increased to incorporate higher ACAP device fees and the expansion of two stations in Payson last year.

15. LIST THE PROJECT'S PERFORMANCE MEASURES.

- 1. REGULAR PROGRESS REPORTING: COURT ADMINISTRATION WORKS CLOSELY WITH LIMITED JURISDICTION COURTS REGARDING THE SCANNING PROGRAM. THE LJ COURTS PARTICIPATE IN SURVEYS CONTAINING PERTINENT OPERATIONAL INFORMATION, INCLUDING CHALLENGES, IMPROVEMENTS, TECHNICAL ISSUES, UPDATES ON STAFF TRAINING NEEDS AND ISSUES, AS WELL AS OVERALL SCANNING PROGRESS.**
- 2. RECORD THE NUMBER OF STAFF MEMBERS TRAINED TO SCAN: THIS PERFORMANCE MEASURE IS DERIVED BY THE NUMBER OF TRAINED STAFF VS. THE NUMBER OF TOTAL STAFF. THE RATIO WILL INDICATE THE DIFFUSION OF THE SCANNING PROCEDURE THROUGHOUT THE VARIOUS COURTS.**

D. BUDGET (SUPERIOR COURT) (SEE ATTACHMENT FOR COMPLETE BREAKDOWN OF PROPOSED EXPENDITURE).

PERSONNEL	\$	
PROFESSIONAL SERVICES	\$	
TRAVEL	\$	
OTHER OPERATING	\$	
OFFICE EQUIPMENT	\$	
COMPUTER EQUIPMENT	\$	
TOTAL	\$	

E. BUDGET (CLERK OF THE COURT)

PERSONNEL	\$	
PROFESSIONAL SERVICES	\$	
TRAVEL	\$	
OTHER OPERATING	\$	
OFFICE EQUIPMENT/FURNITURE	\$	
COMPUTER EQUIPMENT	\$	
TOTAL	\$	

F. BUDGET (JUSTICE COURT)

PERSONNEL	\$	
PROFESSIONAL SERVICES	\$	
TRAVEL	\$	
OTHER OPERATING	\$	
OFFICE EQUIPMENT	\$	5,653.69
COMPUTER EQUIPMENT	\$	
TOTAL	\$	5,653.69

G. PERSONNEL EXPENDITURE DETAIL**SUPERIOR COURT**

Number of Positions	Position Description (use additional sheets if necessary)	Salary Amount (Include ERE)
		\$
		\$
		\$
		\$
Total		\$

CLERK OF THE COURT

Number of Positions	Position Description (use additional sheets if necessary)	Salary Amount (Include ERE)
		\$
		\$
		\$
		\$
Total		\$

JUSTICE COURTS

Number of Positions	Position Description (use additional sheets if necessary)	Salary Amount (Include ERE)
		\$
		\$
		\$
		\$
Total		\$

H. EQUIPMENT EXPENDITURE DETAIL**SUPERIOR COURT**

Type of Equipment	Amount
	\$
	\$
	\$
	\$
	\$
Total	\$

CLERK OF THE COURT

Type of Equipment/Furniture/Other Operating	Amount
	\$
	\$
	\$
	\$
	\$
Total	\$

JUSTICE COURT

Type of Equipment	Amount
Scanner – Hayden Magistrate (ACAP Fee)	\$807.67
Scanner – Winkelman Magistrate (ACAP Fee)	\$807.67
Scanner – Miami Magistrate/Globe Justice (ACAP Fee)	\$807.67
Scanner – Globe Magistrate (ACAP Fee)	\$807.67
Scanner – Payson Municipal/Star Valley Magistrate/Payson Justice (ACAP Fee)	\$2,423.01
Total	\$5,653.69

I. SIGNATURES OF SUBMITTING PARTIES

☒ AGREE

☐ DISAGREE (ATTACH EXPLANATION)

☐ AGREE

☐ DISAGREE (ATTACH EXPLANATION)



PRESIDING JUDGE SUPERIOR COURT



DATE

CHAIRMAN, BOARD OF SUPERVISORS

DATE



PLEASE PRINT NAME

PLEASE PRINT NAME

☒ AGREE

☐ DISAGREE (ATTACH EXPLANATION)

☒ AGREE

☐ DISAGREE (ATTACH EXPLANATION)



CLERK OF THE SUPERIOR COURT



DATE



PRESIDING JUSTICE OF THE PEACE



DATE



PLEASE PRINT NAME



PLEASE PRINT NAME

SUBMIT COMPLETED APPLICATION TO:

csdgrants@courts.az.gov

or

GRANT SPECIALIST

COURT SERVICES DIVISION

ADMINISTRATIVE OFFICE OF THE COURTS

1501 W. WASHINGTON, SUITE 410

PHOENIX, AZ 85007

ARF-7489

Regular Agenda Item 3. B.

Regular BOS Meeting

Meeting Date: 09/20/2022

Submitted For: Michael O'Driscoll, Director

Submitted By: Kayle Lathrop, Health Equity Manager

Department: Health & Emergency Management Division: Prevention Services

Information

Request/Subject

Approval of Amendment No. 2 of Contract No. CTR055335 - Gila County - Healthy People Healthy Communities

Background Information

The Arizona Department of Health Services (ADHS) has integrated multiple grants into one Intergovernmental Agreement (IGA) titled Healthy People Healthy Communities. Implementation of this IGA was completed in three (3) phases.

Phase 1: The Tobacco Free, Chronic Disease, and Health in Arizona Policy Initiative (HAPI) grants were integrated and implemented on July 1, 2015.

Phase 2: The Public Health Services block grants were integrated and implemented on October 1, 2015.

Phase 3: The Teen Pregnancy Prevention, Family Planning, and Maternal and Child Health grants were integrated and completed on June 30, 2016.

The original Contract No. ADHS15-094962 was signed by the Board of Supervisors on June 9, 2015, and then due to a system change at the Arizona Department of Health Services, the contract number was changed to No. ADHS16-098369 and approved by the Board of Supervisors on September 15, 2015, under Amendment No. 1. The Arizona Department of Health Services integrated the Phase 3 grants into one contract entitled "Healthy People Healthy Communities."

In previous years, the Healthy People Healthy Communities Intergovernmental Agreement included Tobacco Free Environments, Teen Pregnancy Prevention, Youth Mental Health First Aid Initiative, Health in Arizona Policy Initiative, Public Health Improvement, and Suicide Mortality Review. This fiscal year, Public Health Improvement will move to another block grant Intergovernmental Agreement, the Maternal Child Health, Healthy Arizona Families Intergovernmental Agreement. This Healthy People Healthy Communities Intergovernmental Agreement is for the amount of \$395,063 for FY23.

Evaluation

The Gila County Health and Emergency Management Department will implement evidence-based strategies at the local community level that:

- Promote and implement healthy communities' interventions that target policy, system, and environmental approaches that will shape the communities in which we live, learn, work, and play; and
- Promote and implement healthy people interventions that target individual behavior and support making healthy choices.

Conclusion

Approval of Amendment No. 2 to Contract No. CTR055335 - Gila County - Healthy People Healthy Communities will further efforts to impact policy, system, and environmental change at the community, organizational, individual, and policy levels in order to promote county-wide health changes so that public health impact will be maximized.

Recommendation

It is the recommendation of the Health and Emergency Management Department Director that the Board of Supervisors approves Amendment No. 2 to Contract No. CTR055335 - Gila County - Healthy People Healthy Communities. This will further our efforts to impact policy, system, and environmental change at the community, organizational, individual, and policy levels in order to promote county-wide health changes so that public health impact will be maximized.

Suggested Motion

Information/Discussion/Action to approve Amendment No. 2 to Contract No. CTR055335 - Gila County - Healthy People Healthy Communities in the amount of \$395,063 beginning July 1, 2022, to June 30, 2023, with the Arizona Department of Health Services. **(Josh Beck)**

Attachments

CTR055335 Gila A2

CTR055335 Gila A1 Executed



INTERGOVERNMENTAL AGREEMENT (IGA)

Amendment

ARIZONA DEPARTMENT OF
HEALTH SERVICES
150 18th Ave Suite 530
Phoenix, Arizona 85007

Contract No.: **CTR055335**

Amendment No: **2**

Procurement Officer:
Kristine Newton

Healthy People Healthy Communities

It is mutually agreed that the Intergovernmental Agreement referenced is amended as follows:

1. Pursuant to Terms and Conditions, Provision Six (6) Contract Changes, Section 6.1 Amendments, Purchase Orders and Change Orders, the following changes are made under this Amendment Two (2):

1.1. The Scope of Work is revised and replaced by the Scope of Work of this Amendment Two (2);

1.2. The Price Sheet is revised and replaced by the Price Sheet of this Amendment Two (2). In APP, the "Price List" Tab of the Contract will be revised to reflect the revised pricing upon execution of this Amendment Two (2); and

1.3. Exhibit A, B, C, D and E are revised and replaced by the Exhibits included in this Amendment Two (2).

ALL CHANGES ARE REFLECTED IN **RED**

All other provisions of this agreement remain unchanged.

Contractor Name: **Gila County**

5515 South Apache Avenue

Address:

Globe

AZ

85501

City

State

Zip

Authorized Signature

Print Name

Title

Pursuant to A.R.S. § 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona

This Intergovernmental Agreement Amendment shall be effective the date indicated. The Public Agency is hereby cautioned not to commence any billable work or provide any material, service or construction under this IGA until the IGA has been executed by an authorized ADHS signatory.

State of Arizona

Signature

Date

Signed this _____ day of _____
20 ____.

Print Name

Procurement Officer


Contract No.: **CTR055335**, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Signature

Date

Assistant Attorney General

Print Name

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	<p>Contract No.: CTR055335</p>	<p>Amendment No: 2</p>	<p>Procurement Officer: Kristine Newton</p>


SCOPE OF WORK

1. Background

- 1.1. The vision of the Arizona Department of Health Services (ADHS) is “Health and Wellness for all Arizonans.” In December of 2013, ADHS completed a State Health Assessment (SHA). The SHA utilized Community Health Assessments conducted by local county health departments to assess the needs and capacity of public health in Arizona. This work resulted in the identification of fifteen (15) leading public health issues affecting the health of our communities. With stakeholder input, the Arizona State Health Improvement Plan (AzHIP) created a roadmap to improve the health of Arizonans over the next five (5) years through the development of partnerships and resources to work collectively on shared health improvement goals and strategies. This is how the original Healthy People Healthy Communities Intergovernmental Agreement (HPHC IGA) was born.
- 1.2. These goals and strategies were accomplished through a collaborative approach that engages local, state and national partners to improve the health and well-being of Arizonans. Collectively, evidence-based preventative health strategies were implemented, designed to impact health through health policy, system and environmental change initiatives, health promotion and education for individuals and communities, and enhancement of the public health infrastructure.
- 1.3. Implementation of the original IGA was completed in three (3) phases that occurred in the first year of the IGA to accommodate funding cycles. Phase I included Tobacco, Chronic Disease, and the Health in Arizona Policy Initiative (HAPI), and began in July 2015. Phase II included the Public Health and Health Services Block Grant/Accreditation and began in October 2015. Phase III included Teen Pregnancy Prevention, Family Planning, and Maternal and Child Health, and began in January 2016. All three (3) phases were operational and fully implemented in years two (2) through five (5) with annual start dates of July 1st.
- 1.4. In July 2020, the original HPHC IGA was split apart and two (2) separate IGAs were formed; a fixed price contract and a cost-based reimbursement contract. The programs to be included in this fixed price contract are: Tobacco Cessation and Prevention, Teen Pregnancy Prevention and its Youth Mental Health First Aid Initiative, Health in Arizona Policy Initiative (HAPI), Public Health Improvement, Healthy Arizona Worksite, and the Suicide Mortality Review Programs.
- 1.5. The Suicide Mortality Review Program is administered by ADHS, who will develop a suicide mortalities data collection system, encourage and assist in the development of local suicide mortality review teams, and provide training and technical assistance to those teams.
- 1.6. Beginning in July 2022, the Public Health Improvement Program, which is funded by the Preventive Health and Health Services Block Grant, will move from the HPHC IGA to the Maternal and Child Health (MCH) Healthy Arizona Families (HAF) IGA.

2. Purpose

The purpose of this IGA is to leverage multiple public health funding sources to support implementation of health priorities identified in the AzHIP (2021- 2026) and the County Health Improvement Plans (CHIP). This IGA is intended to provide flexibility to the County Health Departments to best meet the needs of their local communities through high impact strategies that realize the agreed upon outcomes. The IGA provides a pathway to improved coordination of multiple prevention programs and the Suicide Mortality Review Program, while streamlining the administrative functions for the programs that were previously administered separately.

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3. Objective

The County Contractor will implement evidence-based strategies at the local community level that:

- 3.1 Promote and implement healthy communities' interventions that target policy, system and environmental approaches that will shape the communities in which we live, learn, work, and play; and
- 3.2 Promote and implement healthy people interventions that target individual behavior and support making healthy choices.

4. Scope of Service

This IGA offers a variety of evidence-based strategies designed to impact policy, system, and environmental change at the community, organizational, individual, and policy levels in order to promote county-wide health changes so that public health impact will be maximized. Contingent upon available funding, Counties are expected to implement at multiple levels, in accordance with local community needs, and should emphasize complementary policy, environmental, programmatic, and infrastructure activities that integrate and build on each other to optimize the health improvements of the community.

Counties must select from a menu of evidence-based strategies, found in Exhibits A-E that influence individual behaviors, policy, organizational practices, systems, and environments through the following specific program areas:

- 4.1 Exhibit A – Tobacco;
- 4.2 Exhibit B – Health in Arizona Policy Initiative (HAPI);
- 4.3 Exhibit C – Teen Pregnancy Prevention and Youth Mental Health First Aid Initiative;
- 4.4 Exhibit D – Suicide Mortality Review; and
- 4.5 Exhibit E – Supporting Documentation.

5. Evaluation:

Performance measures and evaluations allow the counties and ADHS to collaboratively track progress, process indicators, outcomes measures, and impacts. As part of the local evaluation plan, the counties will be responsible for measuring the short term, and intermediate outcomes. Monitoring progress on short-term outcomes provides an opportunity for the Local Health Departments to adjust strategies to ensure increased long-term impact. ADHS in coordination with the Counties will be responsible for measuring the long-term and impact outcomes. Process indicators, outcomes measures, and impacts must clearly relate to the selected strategies and activities identified within each County's Annual Action Plan.

6. Approvals:

- 6.1. The quarterly reports, yearly action plans, yearly budget templates, and supporting documentation shall be approved by ADHS;
- 6.2. Once the Action Plan has been approved, any changes to the approved activities, or strategies must be approved again, by ADHS prior to implementation;
- 6.3. Capital Equipment (Single item purchase of \$5,000 or more) purchased for the program: A written request shall be submitted to ADHS for review and approval prior to any purchase on a case-by-case basis. The written request shall include details of how the proposed purchase supports current approved scope of work

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and annual action plan. Ownership will be retained by the Contractor for continued use in the objectives of the Action Plan;

- 6.4. All marketing materials (the use of ADHS logo, brochures, posters, public service announcements, paid media, videos, etc.) which have been developed, written, published, or recorded by the Counties and paid for with funds from this award must be first approved by ADHS prior to the dissemination of such materials or airing or use of such announcements;
- 6.5. All County local emerging issues and related supporting documentation must be approved by ADHS prior to implementation. The approval process document will be provided to all Counties and must be followed in order for the proposed local emerging issue to be worked on;
- 6.6. Contractors will be required to attend ADHS Suicide Mortality Review quarterly training and technical sessions, submit quarterly Suicide data using the ADHS Data Collection Tool and the ADHS report template to the Suicide Mortality Review Program Manager prior to payment;
- 6.7. The quarterly Contractor's Expenditure Report (CER/Invoice) and any supporting documentation, when submitted, shall be approved by ADHS prior to payment; and
- 6.8. All evaluation components that involve human subjects.

7. Tasks

The County Contractor shall for the overall IGA:

- 7.1 Develop and implement a 3-year Action Plan and a Budget Plan within the first forty-five (45) days of each budget period;
- 7.2 Participate in all calls (monthly, bi-monthly, quarterly), technical assistance calls and/or webinars, meetings and trainings;
- 7.3 Implement the approved strategies;
- 7.4 Participate in the development of a shared comprehensive evaluation plan and report out on any performance measures related to the implementation of their activities (process and/or intermediate), or as defined by the funding sources; and
- 7.5 Provide supporting documentation that supports the completion of the defined deliverables within the approved annual action plan to the ADHS IGA Program **Administrator**. Examples of acceptable supporting documentation can be found in Exhibit **E**. Further guidance will be provided by **specific** ADHS Program Managers, as needed.

ADHS shall for the overall IGA:

- 7.6 Review, provide feedback, and approve the Annual Action Plan(s), Annual Budgets, and Supporting Documentation within thirty (30) days of submission;
- 7.7 Provide evidence-based strategies and supporting resources;
- 7.8 Provide a Quarterly Reporting Template;
- 7.9 Provide the Annual Action Plan Template;
- 7.10 Provide a Budget Plan and CER Template;

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- 7.11 Collaborate and work with the County to develop a comprehensive Logic Model Template;
- 7.12 Host TPP Youth Mental Health First Aid Certification Training annually, if needed;
- 7.13 Provide Outcome Measures and examples of process, or intermediate performance measures, as needed;
- 7.14 Provide a Financial Guidance Document (if applicable);
- 7.15 Provide feedback, technical assistance, and training to support the approved Annual Action Plan(s), Annual Budget, Quarterly Reporting, and Supporting Documentation;
- 7.16 Provide access to virtual technical assistance and guidance from ADHS staff, local Health Department peers/mentors, and subject matter experts related to the strategy for which the County has received funding; and
- 7.17 Coordinate and conduct Contractor site visits. Note: If not yearly, at least every two (2) years a site visit will be conducted.

8. Requirements

The County Contractor shall meet the requirements listed below:

- 8.1 All revisions to the Annual Action Plan strategies, goals, objectives, and timelines will require joint review and approval from ADHS staff;
- 8.2 All staffing and programmatic changes will be reported to the specific ADHS Program Manager and the ADHS IGA Program **Administrator** within fifteen (15) days. Once someone is hired for a job vacancy, an email containing the new hire's full name, contact information, start date, areas of the IGA that she/he will work in, and a resume will be submitted to the specific ADHS Program **Administrator** and the ADHS IGA Program Manager within fifteen (15) days;
- 8.3 All requests for a single item of capital equipment at or above the purchase price of five thousand dollars (\$5,000.00) will be requested in writing and submitted to the specific ADHS Program **Administrator** and the ADHS IGA Program Manager for approval;
- 8.4 Food and/or beverages served at events/meetings are not to be paid for with State funds per the State of Arizona Accounting Manual (SAAM) policy, found here: <https://gao.az.gov/sites/default/files/8010%20Food%20and%20Beverages%20at%20State-sponsored%20Events%20181113.pdf>.
- 8.5 Comply with all State reporting requirements;
- 8.6 At least one Program Manager, or coordinator from each HPHC IGA program must be in attendance of the Annual HPHC IGA Summit;
- 8.7 Funds cannot be used for any lobbying activities, including the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government;

9. Deliverables and Delivery Schedule

The County Contractor shall submit the deliverables listed below to the ADHS IGA Program **Administrator**:

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- 9.1 Contractor Expenditure Report (CER) to ADHS, due thirty (30) days after each quarter end (Q1: July – September; Q2: October – December; Q3: January – March; and Q4: April – June); Supporting Documentation is to also be submitted. Counties will select from a menu of acceptable forms of Supporting Documentation found in Exhibit **E**;
- 9.2 A written Quarterly Report, due thirty (30) days after each quarter end (Q1: July – September; Q2: October – December; Q3: January – March; and Q4: April – June);
- 9.3 A final CER invoice not later than forty-five (45) days following the end of each Agreement year;
- 9.4 Provide the name, email address and phone numbers of all program staff funded under this Agreement within thirty (30) days of hire;
- 9.5 Notify ADHS IGA Program **Administrator** of any change in program staff under this Agreement within fifteen (15) days of the change. If there is a new employee, include the new hire's work contact information (i.e. email and phone number), and resume within the fifteen (15) days window period;
- 9.6 Collaborate and participate with ADHS on the development of a logic model;
- 9.7 Submit an Annual Action Plan by August 15th;
- 9.8 Submit an Annual Budget Plan by August 15th;
- 9.9 Submit a written request to use the ADHS Logo in any print, web documents, publications and video recordings prior to use; **and**
- 9.10 Submit a written request for the development of brochures, posters, public service announcements, paid media, videos, sponsorships, etc., to be paid for with funds from this Agreement prior to development.

10. Notices, Correspondence, and Reports


- 10.1 Notices, correspondence, reports and invoices/CERs from the County contractor to ADHS shall be sent to:

For Overall Fixed Price IGA:

Healthy People Healthy Communities (HPHC) IGA Program **Administrator**
Bureau of Chronic Disease and Health Promotions
Arizona Department of Health Services
150 N. 18th Avenue, Suite 310
Phoenix, AZ 85007
Office: 602-364-3603 | Email: Constance.Washington@azdhs.gov

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

Gila County
Attn: Josh Beck
5515 South Apache Avenue
Globe, AZ 85501
Phone: 928-200-4406 | Email: jbeck@gilacountyaz.gov

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Price Sheet

Healthy People Healthy Communities

July 1, 2022 – June 30, 2023

ACTION PLAN

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
Upon approval of the following Action Plans: Tobacco Prop 200 = \$6,279.00 Chronic Disease Prop 303 = \$54.00 WIC Lottery = \$7,700.00 Teen Pregnancy = \$38,342.00	EA	1	\$52,375.00	\$52,375.00

TOBACCO PROGRAM


ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
Upon completion of tasks for each specific service strategy after approval of quarterly reports. See SOW for Specific Service Strategies (i.e. Prevention, Cessation, Secondhand Smoke, Enforcement)	QTR	4	\$29,818.00	\$119,272.00

HEALTH IN ARIZONA POLICY INITIATIVE PROGRAM

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
Upon completion of tasks for each specific service strategy after approval of quarterly reports. See SOW for Specific Service Strategies (i.e. Alzheimer's, Chronic Pulmonary Disease, Hypertension, Self-Management, Procurement, Healthy Community Design, School Health, Worksite Wellness, and Clinical Care) Funding Per Quarter includes: Chronic Disease Prop 303 = \$1,687.00 WIC Lottery = \$8,075.00	QTR	4	\$9,762.00	\$39,048.00

TEEN PREGNANCY PREVENTION PROGRAM

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
Upon completion of tasks for each specific service strategy after approval of quarterly reports. See SOW for Specific Service Strategies	QTR	4	\$38,342.00	\$153,368.00

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TEEN PREGNANCY PREVENTION PROGRAM – YOUTH MENTAL HEALTH FIRST AID INITIATIVE

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	MAX # OF UNITS PER YR	UNIT RATE	TOTAL
Upon completion of tasks for each. See SOW for Specific Service Strategies	Training	6	\$1,000.00	\$6,000.00

SUICIDE MORTALITY REVIEW PROGRAM

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
Upon completion of tasks for each specific service strategy after approval of quarterly reports. See SOW for Specific Service Strategies	QTR	4	\$6,250.00	\$25,000.00

TOTAL

ITEM/SERVICE DESCRIPTION	TOTAL
GRAND TOTAL	\$395,063.00


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Exhibit A

EVIDENCE-BASED STRATEGIES FOR TOBACCO

The Office of Tobacco Prevention and Cessation (“Office of Tobacco”) within the Bureau of Chronic Disease and Health Promotion (“BCDHP”) at Arizona Department of Health Services (ADHS) has historically supported evidence-based programs and system level changes that assist smokers in disparate or high-risk populations with tobacco prevention and cessation services. In Arizona, there are populations that are disproportionately impacted by tobacco use. Currently, priority populations identified by the Office of Tobacco are: 1) youth, 2) the justice-involved, and 3) those enrolled in the Arizona Healthcare Cost Containment System (AHCCCS).

County health department partners are required to identify **three** (3) populations that are disproportionately impacted by tobacco use in their communities, which may include the three populations identified above or with other populations which may be identified based on county-level data. Counties will provide the selected population groups with targeted evidence-based programs and activities for two components: 1) Tobacco Prevention and 2) Tobacco Cessation. In addition, counties will participate in three ADHS-led work groups that will explore innovative approaches to tobacco programming that address 1) Youth; 2) Secondhand Smoke (SHS); and 3) Emerging Issues. Counties will also engage in in-person and virtual meetings as identified by ADHS.

The strategies within the Healthy People Healthy Communities (HPHC) Intergovernmental Agreement (IGA) are population-based approaches that will require collaboration and support from key community partners, as well as promote health system level changes within healthcare systems and employers. These tobacco prevention and cessation strategies align with the U.S. Surgeon General’s Report on Smoking Cessation 2020, the Centers for Disease Control (CDC) National Comprehensive Tobacco Control Program (NTCP), and Arizona Health Improvement Plan (AzHIP) 2021-2025.

The Tobacco component of the HPHC IGA is funded by Proposition 200, which states that tobacco tax dollars under the Health Education Account (HEA) requires monies be spent on “programs for the prevention and reduction of tobacco use.” Arizona Revised Statute (A.R.S. § 36-772) authorizes four types of expenditures by the HEA: contracts with county health departments and other local partners, administrative expenses, advertising, and evaluation of programs. Spending these monies for lobbying for political campaigns is expressly prohibited.

The County Contractor must select one (1) or more strategies from this strategic area.

This Exhibit defines the Program Strategy/s within each Strategic Area:

1. Strategic Area: Tobacco

- 1.1 Reduce tobacco-related disparities among target populations. Counties will select populations based on local available data, including tobacco prevalence rates (BRFSS, AYS, YRBSS), CHIP, and CHA data, to inform programming;
 - 1.1.1 Prevent the initiation of tobacco use (including emerging products and e-cigarettes) among youth and young adults (required);
 - 1.1.1.1 Maintain current peer-to-peer youth programming to empower youth leadership and engagement;
 - 1.1.1.2 Support the ADHS-selected contractor with recruiting youth participants for statewide Enforcement efforts; and
 - 1.1.1.3 Facilitate and conduct in their county the AGO Arizona Retailer Tobacco Training Program with retailers and clerks that have been cited for selling tobacco to underage youth
 - 1.1.1.4 Collaborate with schools in their counties by:

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1.1.1.4.1 Offering the American Lung Association's INDEPTH: An Alternative to Teen Nicotine Suspension or Citation, and

1.1.1.4.2 Establishing a Task Force with school districts, school administrators, or superintendents to identify current needs in youth prevention. Task Force efforts must include the development of a work plan, evaluation plan, and identified evidence-based strategies.

1.2 Implement evidence-based, culturally appropriate community interventions to promote quitting among adults and youth.

1.2.1 Counties will identify and eliminate tobacco-related disparities among **two** additional population groups:

1.2.1.1 Individuals involved or at-risk for involvement with the criminal justice system, including jails, prisons, probation, parole, or specialty court;

1.2.1.2 People of low socioeconomic status;

1.2.1.3 Individuals with behavioral health conditions (including mental health conditions and substance use disorders); and/or

1.2.1.4 Other priority populations not listed and pre-approved by ADHS. Counties will submit a proposal to ADHS that will include surveillance and evaluation data to justify the population selection,

1.2.2 Engage communities, partners, and community-based organizations to strengthen capacity. Counties will identify and select community partners that may include:

1.2.2.1 Employers; and

1.2.2.2 Healthcare systems, including:

1.2.2.2.1 Federally Qualified Community Health Centers (FQHCs) or FQHC Look-Alikes;

1.2.2.2.2 Hospitals;

1.2.2.2.3 Community clinics;

1.2.2.2.4 Private practices;

1.2.2.2.5 Behavioral Health Clinics; and/or


1.2.2.2.6 Substance Abuse Centers

1.3 Participate in at least one ADHS-led Tobacco Work Group that addresses one of the following priority issues:

1.3.1 Youth,

1.3.2 Secondhand Smoke, and

1.3.3 Emerging Issues;

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- 1.4 **Participate in required ADHS Office of Tobacco update conference calls, virtual meetings, and in-person meetings, including (but not limited to):**
 - 1.4.1 1:1 Calls,
 - 1.4.2 Group monthly conference calls,
 - 1.4.3 Annual HPHC IGA Summit, and
 - 1.4.4 In-person semi-annual statewide partner meetings, to occur:
 - 1.4.4.1 Spring (March/April); and
 - 1.4.4.2 Fall (September/October);
- 1.5 **Obtain ADHS approval on all county-level tobacco marketing or communications initiatives.**
 - 1.5.1 All marketing materials (the use of the ADHS logo, brochures, posters, public service announcements, paid media, videos, etc.) which have been developed, written, published, or recorded by the Grantee and paid for with funds from this grant award must be first approved by ADHS prior to the dissemination of such materials or airing or use of such announcements.
- 1.6 **Obtain ADHS approval to attend conferences whether they are in-state or out-of-state. Contractors shall follow the following guidelines;**
 - 1.6.1 Travel is limited to two (2) Tobacco program staff persons,
 - 1.6.2 A completed HPHC IGA Tobacco Program: Conference Attendance/Travel Request Form must be submitted to the HPHC IGA Program Administrator and the HPHC IGA Tobacco Program Manager 90 days prior to conference/travel, to allow for review and approval, and
 - 1.6.3 Contractors are required to follow guidance and rates established by the [ADOA-GAO SAAM](#).

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Exhibit B

EVIDENCE-BASED STRATEGIES FOR HEALTH IN ARIZONA POLICY INITIATIVE (HAPI)

The Health in Arizona Policy Initiative (HAPI) utilizes evidence-based approaches to address population health needs including the Health in All Policy Framework, Health Impact Pyramid, and National Prevention Strategy. In January 2012, ADHS began the process of establishing contracts with local health departments to address health policy. ADHS has established contracts with thirteen (13) of the fifteen (15) local health departments (Apache, Cochise, Coconino, Gila, Graham, Greenlee, Maricopa, Mohave, Navajo, Pinal, Pima, Yavapai and Yuma), and the Town of Parker. The contracted health departments and/or town will provide their communities with evidence-based programs and activities concentrated on one or more of the HAPI focus areas: Healthy Worksites, School Health, Community Design/Healthy Communities, Chronic Disease, Healthy Aging, Clinical Care, or Procurement.

The overall goal of the Intergovernmental Agreement (IGA) was established to increase local capacity to implement preventative health policy, system and environmental (PSE) changes/ public health approaches through defined strategic areas.

The five (5) year IGA action plan(s) and activity/activities developed by the local health department will address the following funding priorities:

- 1) The four (4) leading chronic disease deaths, as reported by the Centers for Disease Control and Prevention (CDC) per ARS 36-770 (Proposition 303 Tobacco Tax), and
- 2) WIC participants and their families per WIC Health Lottery Revenue.

The County Contractor must select one (1) or more strategies from this strategic area.

This Exhibit defines the Program Strategy/s within each Strategic Area:

2. Strategic Area: Health in Arizona Policy Initiative (HAPI)

2.1 Social Determinants of Health (SDOH) / Health in All Policies (HiAP)

- 2.1.1 Assess and identify gaps in addressing public health and social determinants of health (SDOH), with consideration of the 4 leading causes of chronic disease death, at-or-high risk populations, co-morbidities, and / or health risks, and
- 2.1.2 Develop and implement an action plan that includes policy, systems or environmental (PSE) / public health, and / or Health in All Policies (HiAP) approaches to address the gaps in addressing public health and social determinants of health (SDOH), with consideration of the 4 leading causes of chronic disease death, at-or-high risk populations, co-morbidities, and/or health risks;

2.2 Community Engagement

- 2.2.1 Increase community engagement of partners, with consideration of the four (4) leading causes of chronic disease death, at-or-high risk populations, co-morbidities, and/or health risks,
- 2.2.2 Develop, create and/or participate in coalitions, with consideration of the four (4) leading causes of chronic disease death, at-or-high risk populations, co-morbidities, and /or health risks,
- 2.2.3 Develop and implement a coalition action plan, with consideration of the four (4) leading causes of chronic disease death, at-or-high risk populations, co-morbidities, and/or health risks, and

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- 2.2.4 Develop coalition capacity to support advocacy, with consideration of the four (4) leading causes of chronic disease death, at-or-high risk populations, co-morbidities, and/or health risks.

2.3 Systems Change

- 2.3.1 Assess and identify gaps in addressing “Little p” system changes, with consideration of the 4 leading causes of chronic disease death, at-or-high risk populations, co-morbidities, and/or health risks, and
- 2.3.2 Develop and implement an action plan that addresses the gaps in addressing “Little p” systems changes, with consideration of the 4 leading causes of chronic disease death, at-or-high risk populations, co-morbidities, and/or health risks;

2.4 Emerging Issues

- 2.4.1 Assess and identify emerging issues with community partners that align with local, state or national level emerging issues, with consideration of the 4 leading causes of chronic disease death, at-or-high risk populations, co-morbidities, and/or health risks, and
- 2.4.2 Develop and implement action/ breakthrough plans to address emerging issues, with consideration of the 4 leading causes of chronic disease death, at-or-high risk populations, co-morbidities, and/or health risks;

2.5 Workforce Capacity Building/Professional Development

- 2.5.1 Increase knowledge of staff and community partners through professional development and workforce capacity building, with consideration of the 4 leading causes of chronic disease death, at-or-high risk populations, co-morbidities, and/or health risks; and

2.6 Evidence Based / Evidence Informed / Promising Practices or Public Health Approaches

- 2.6.1 Implement Evidence Based / Evidence Informed / Promising Practices or Public Health Approaches, with consideration of the 4 leading causes of chronic disease death, at-or-high risk populations, co-morbidities, and /or health risks.


	<p style="text-align: center;">INTERGOVERNMENTAL AGREEMENT (IGA)</p> <p style="text-align: center;">Amendment</p>		<p>ARIZONA DEPARTMENT OF HEALTH SERVICES 150 18th Ave Suite 530 Phoenix, Arizona 85007</p>
	<p>Contract No.: CTR055335</p>	<p>Amendment No: 2</p>	<p>Procurement Officer: Kristine Newton</p>

Exhibit C

EVIDENCE-BASED STRATEGIES FOR TEEN PREGNANCY PREVENTION

The Teen Pregnancy Program offers strategic approaches to improve the health and social well-being of youth through the reduction of teen pregnancies and sexually transmitted **infections**/diseases, and the awareness of healthy relationships and life skills, including financial literacy and educational and career success. The program provides youth with knowledge and skills that can be applied throughout their lives. Program models are evidence-based, age appropriate, medically accurate, and culturally relevant and incorporate a positive youth development approach.

The teen pregnancy prevention programs also offer a Parent/Youth Communication Education component which can give parents the tools to actively engage in meaningful communication with their teens on a variety of topics including sexual health issues. Parents, grandparents and guardians of a teen are welcome and encouraged to participate in these educational sessions.

Proposition 203, The Healthy Arizona Initiative, was passed by Arizona voters in November 1995, authorizing the use of lottery funds when available to be utilized for teen pregnancy prevention programs. The funds from the lottery became available in July 2005. The Arizona Department of Health Services (ADHS), Bureau of Women's and Children's Health (BWCH), Teen Pregnancy Prevention Program, is charged with the implementation of these funds.


Proposition 207, The Smart and Safe Act, was passed by Arizona voters in November 2020, authorizing the legal use of recreational marijuana. The funds from this act will be available on July 1, 2021. The Arizona Department of Health Services (ADHS), Bureau of Women's and Children's Health (BWCH), is charged with the implementation of a portion of these funds.

The County Contractor must select one (1) or more strategies from this strategic area.

This Exhibit defines the Program Strategy/s within each Strategic Area:

3. Strategic Area: Teen Pregnancy Prevention


- 3.1 Implement with fidelity, abstinence plus evidence-based program models, through curriculum delivery to youth ages eleven to nineteen (11-19) and implement core curricula that are on the ADHS TPP approved curriculum list incorporating a positive youth development approach.
 - 3.1.1 Program models shall be evidence-based, culturally relevant, medically accurate, and age appropriate. Programs for youth shall be inclusive of at least three (3) of **five (5)** Adulthood Preparation Subjects -Healthy Relationships, Healthy Life Skills, Adolescent Development, Educational/Career Success, and/or Financial Literacy. Optionally, to parents/caregivers of youth eleven to nineteen (11-19) years of age,
 - 3.1.2 Program management, services, requirements, deliverables, etc. shall be in accordance with the TPP Policy and Procedures Manual, and
 - 3.1.3 Program tasks include but are not limited to:
 - 3.1.3.1 Delivery of curriculum in a variety of settings – in school, after school, community-based, juvenile detention/probation, foster care group homes, etc.;
 - 3.1.3.2 Educating youth on both abstinence and contraception for the prevention of teen pregnancy and sexually transmitted diseases/infections;
 - 3.1.3.3 Obtaining active parental consent forms for youth participation in programming and evaluation;

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- 3.1.3.4 Maintaining up-to-date attendance records;
- 3.1.3.5 Administering pre and post surveys to youth, and submitting completed surveys to ADHS;
- 3.1.3.6 Ensuring the number of youths proposed is served and that eighty percent (80%) of youth participating in the curriculum complete at least seventy-five (75%) of curriculum dosage;
- 3.1.3.7 Completion of fidelity monitoring logs following each session delivered;
- 3.1.3.8 Submitting monthly unduplicated counts of youth served;
- 3.1.3.9 Submitting annual Forms A-D of reporting total unduplicated count of youth served, program hours received, and type of programs received;
- 3.1.3.10 Attending meetings and/or calls, i.e., semi-annual contractor meetings, mid-year budget review and youth served calls, Wyman Teen Outreach Program® review calls (if applicable), summer professional development, etc.; and/or
- 3.1.3.11 Navigating the TPP SharePoint for entry of reporting data, program announcements, discussion boards, and obtaining program forms.

4. Strategic Area: Teen Pregnancy Prevention Youth Mental Health First Aid Initiative

- 4.1 Certify staff in TPP Youth Mental Health First Aid Training with prior approval from ADHS;
 - 4.1.1 Complete the National Council for Behavioral Health (NCBH) "Coordinator Access" form to grant ADHS staff viewer rights to pre and post training survey data from organizations trained:
 - 4.1.1.1 Participate in technical assistance meetings and/or phone calls to be hosted by ADHS.
- 4.2 Certified trainer must deliver at minimum three (3) trainings per year to maintain active certification in YMHFA;
- 4.3 Trainers may co-facilitate and each facilitator can count co-facilitations towards their required three (3) training(s) per year, for certification purposes;
- 4.4 Co-facilitated training(s) will only count as one training for payment of stipends;
- 4.5 Training events must follow the training outline identified by the National Council of Behavioral Health (NCBH) Youth Mental Health First Aid;
- 4.6 During the pandemic, if in-person training is prohibited, training to youth serving organizations can be conducted virtually;
- 4.7 Once pandemic restrictions are lifted and in-person training and travel are allowed, training to youth serving organizations shall be conducted in one (1) of two (2) options: In-person or blended learning;
- 4.8 Each training shall consist of no less than five (5) participants and no more than thirty (30) and include participant training materials; and
- 4.9 Course materials must be **ordered** for all training participants as this is a required component.
- 4.10 For the TPP Youth Mental Health First Aid Training, programs will submit the following with their quarterly CERs:

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4.10.1 Participant sign-in sheet (if in person) that includes organization's name, date, and name of the educator, or

4.10.2 "Chat Box" sign-in sheet (if virtual) that includes the organization's name, date, and name of the educator.

Please note: Stipends can only be billed for training(s) conducted during the quarter.


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Exhibit D

EVIDENCE-BASED STRATEGIES FOR SUICIDE MORTALITY REVIEW

In Arizona, both the number and rate of suicides continues to rise. Arizona's rate of suicide per 100,000 people was 24% higher than that of the United States in 2017. In 2018, suicide ranked 8th among the leading causes of death but contributed substantially to premature mortality. Yet, suicide is preventable. Pursuant to A.R.S. § 36-199 and § 36-199.01, ADHS is establishing a Suicide Mortality Review Team in the Department of Health Services. The program will conduct an annual analysis on the incidences and causes of suicides in the state during the preceding fiscal year. This analysis will help to inform what changes are needed to decrease the incidence of preventable suicides, and as appropriate, take steps to implement these changes. ADHS will fund, encourage and assist in the development of local county health department Suicide Mortality Review Teams in their local jurisdiction and to develop suicide prevention recommendations for their communities.


On March 3, 2020 Governor Doug Ducey joined mental health advocates, legislators and family members affected by suicide to sign Senate Bill 1523, also known as Jake's Law. The bill is named in honor of Jake Machovsky, an Arizona teen who lost his life to suicide in 2016 after battling mental health issues. The law requires insurance companies to cover mental health treatment and creates the Children's Behavioral Health Services Fund and provides \$8 million for behavioral health services for children who are uninsured or underinsured. The law prohibits insurance companies from denying coverage for services that are covered by the plan simply because they are delivered in an educational setting. This law also establishes a mental health parity advisory committee to ensure that all parties including families, providers, advocacy organizations, and insurers have a voice at the table, creates a suicide mortality review team to review deaths by suicide and provide policymakers with improved data and recommendations, and helps increase follow-up services for patients at risk for suicide.

Proposition 207, The Smart and Safe Act, was passed by Arizona voters in November 2020, authorizing the legal use of recreational marijuana. The funds from this act will be available on July 1, 2021. The Arizona Department of Health Services (ADHS), Bureau of Women's and Children's Health (BWCH), is charged with the implementation of a portion of these funds.


This Exhibit defines the Program Strategy/s within each Strategic Area:

5. Strategic Area: Suicide Mortality Review

- 5.1 Promote and implement healthy communities' interventions that target policy, system and environmental approaches that will shape the communities in which we live, learn, work, and play;
- 5.2 Attend ADHS training and technical assistance sessions on standards and protocols for local suicide mortality review teams;
- 5.3 Bring together local community agencies in a formal process to systematically share information on suicide events for persons over the age of eighteen (18) years old, identify risk factors in those deaths, and provide prevention recommendations. Program tasks include but are not limited to:
 - 5.3.1 The County Contractor shall for the Suicide Mortality Review Program:
 - 5.3.1.1 Attend scheduled training sessions with ADHS on Suicide Mortality Review Policies and Procedures;
 - 5.3.1.2 With guidance from ADHS Suicide Mortality Program Manager, establish a local Suicide Mortality Review team roster and submit to ADHS for review;
 - 5.3.1.3 Provide orientation to all members and consultants which include, at a minimum, the following topics:

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- 5.3.1.3.1 Instruction regarding confidentiality,
- 5.3.1.3.2 Use of the data forms,
- 5.3.1.3.3 Public access to team information,
- 5.3.1.3.4 Responsibilities and limitations of team membership; Process and goals of fatality review,
- 5.3.1.3.5 The promotion of culturally diverse and competent approaches in case reviews, using Suicide Mortality Review materials provided by the State Team,
- 5.3.1.3.6 The promotion of culturally diverse and competent approaches in case reviews, and
- 5.3.1.3.7 Review materials provided by the State Team.
- 5.3.1.4 Establish procedures for access to the following records related to the circumstances surrounding suicide:
 - 5.3.1.4.1 Death Certificates,
 - 5.3.1.4.2 Birth Certificates,
 - 5.3.1.4.3 Law enforcement Reports,
 - 5.3.1.4.4 Medical Examiner's Reports,
 - 5.3.1.4.5 Medical Records,
 - 5.3.1.4.6 Child Protective Services' Reports, and
 - 5.3.1.4.7 Other Records as Needed.
- 5.3.1.5 Establish procedures to track fatalities requiring review by the Local Team and completion of Reviews;
- 5.3.1.6 Prepare quarterly reports and data for the ADHS Suicide Mortality Review Program, cases reviewed, and obstacles to completion of reviews;
- 5.3.1.7 Convene team meetings, at a frequency sufficient to review all fatalities within the identified scope of work. If the State Suicide Mortality Review Team will be reviewing records for your jurisdiction, you shall send a representative when the review is conducted;
- 5.3.1.8 Enter data for each case reviewed using ADHS Suicide Mortality Review Data Collection Tool to include demographic and prevention recommendation data. Data for cases shall be entered by an employee of the County Contractor following completion of each case review meeting and shall be submitted to the Suicide Mortality Review Program Manager on a quarterly basis; and
- 5.3.1.9 Conduct an annual analysis on the incidences and causes of suicides in the local community during the preceding fiscal year.

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5.3.2 For the Suicide Mortality Review Program, ADHS will:

- 5.3.2.1 Establish a State Suicide Mortality Review Team;
- 5.3.2.2 Provide a Policies and Procedure Manual;
- 5.3.2.3 Develop standards and protocols for local suicide mortality review teams and provide training and technical assistance to these teams;
- 5.3.2.4 Provide a Quarterly Reporting Template;
- 5.3.2.5 Provide a Suicide Mortality Data Collection Tool;
- 5.3.2.6 Provide documentation requirements for quarterly payment;
- 5.3.2.7 Provide Quarterly Meeting for contractors to:
 - 5.3.2.7.1 Provide training and technical assistance on suicide review process;
 - 5.3.2.7.2 Provide access to virtual technical assistance and guidance from ADHS staff, Local Health Department peers/mentors and subject matter experts related to the strategy for which the County has received funding;


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Exhibit E

SUPPORTING DOCUMENTATION

Please provide documentation that supports the work that you have outlined on your Action Plan and quarterly reports. Note: Supporting Documentation will be due **in the second (2nd) and forth (4th)** quarters. The following are approved types of supporting documentation that can be submitted. Counties are expected to keep supporting documentation on hand for all quarters and to provide to ADHS upon request. This information can also be found on the new Quarterly Report + Supporting Documentation Template.

Required Documentation:

For each program of the IGA, provide documentation of evidence of work performed. **Approved** examples are below by program:

Tobacco

Youth Prevention: Anti-Tobacco Coalition: The following are acceptable submissions for documentation of work completed.


- Recruitment: Copies of flyers pertaining to events for recruitment and expanding youth membership, as submission of coalition roster form,
- Youth Coalition Action Plan: Copy of the coalition action plan developed by the youth members,
- Coalition Meetings: Copies of meeting agenda along with a sign-in sheet of those attending the meeting,
- Peer to Peer Education/Community Education: The Office of Tobacco has created the following event form for partners to fill out and submit for each of their coalition events: Youth Coalition Event Form. The coalition can also include pictures from events, and
- Presentation to Community Leadership (Board of Supervisors, City Councils, or any other governing body): Partners can utilize the Youth Coalition Event Form for this activity as well.

AGO/FDA Inspection Recruitment & Arizona Retail Tobacco Training:

- The number of recruitment events held: Date of event, youth recruited, completed paperwork submitted,
- Dates of inspections and how many youths participated in inspections, and
- ARTT: Copy of flyer advertising training, dates of training and sign-in sheet for attendees. Evaluation forms sent to Tracy Lenartz.

Cessation: ASHLine Outreach/Group Cessation Meetings- The following documents are acceptable submission for documentation of work.

- ASHLine Outreach: The County should provide a copy of ASHLine Cessation Referral report covering the documentation period. ASHLine & county partners will develop a report that partners can utilize to track referrals for cessation for their county. This report, once developed, will be sent to county partners for their utilization in monitoring location referrals and for contract reporting and documentation,
- County Partners Cessation Referral Trainings and Presentations: The Office of Tobacco has created the following form for partners to fill out and submit for each of cessation referral training and presentations: County Cessation Training & Presentation Form, and
- Group Cessation Meetings: Copy of flyers regarding meetings, date(s) of meetings, number of participants in training, name are not required due to HIPPA. Are any of the participants enrolled in group classes as well as ASHLine.

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Priority Population Initiative:

If a task group/work group is created to address the chosen population please provide the following information:

- Copies of meeting agenda along with sign-in sheet,
- Action plan or work plan for addressing issues with the work group, and
- Evaluation Plan that will assess the success/status of the goal.

Health in Arizona Policy Initiative (HAPI)


- Sign-in sheet for a training, meeting or wellness activity (should include date, time, and name of training/meeting, etc.); Event flyer or meeting/training agendas (should include date, time and name of training/meeting, etc.); **activity log (should include date, time, name of training/meeting/activity and a brief description of each, etc.)**
- Certificate of Completion;
- Documentation of participation in coalition/advisory boards, etc. such as an agenda, minutes from the meeting, membership letter;
- Final Reports of activity;
- Photographs (i.e. proof of water station installation), please note that if you send pictures of individuals, you must have consent to use the picture of the individual;
- Pre and post survey results of participants in Self-Management Programs;
- Attendance/participation sheet for chronic disease self-management programs;
- Communication plan or materials used for any public awareness campaigns;
- Reporting of process or intermediate performance measures related to the activity within the strategic area(s);
- Partner list or partner meeting agendas;
- Completed Assessments; and
- Developed Action Plans for implementation.

Teen Pregnancy Prevention (TPP)

- Certificates of Completion.
- Parent nights/health fairs: Flier signed by authorized representative of event and/or County Program Supervisor
- Instead of submitting attendance records as proof of services performed, counties will submit the **TPP Verification of Curriculum Delivery Form**. The Teen Pregnancy Prevention Program Manager will access the delivery of curriculum form to verify the classes provided are reflective of the narrative in the quarterly reports.
- **Teen Pregnancy Prevention Work Summary Report Form** (for COVID-19 reassignments.
Please Note: If TPP staff has been reassigned, make sure to include a separate **Labor Activity Report** and **General Ledger**, clearly indicating a breakdown of FTE percentages applied to TPP State Lottery dollars and another funding source.

See below for further clarification:

- TPP Lottery funds cannot be used to pay for staff temporarily reassigned to the COVID-19 emergency response. However, TPP staff can be reassigned for COVID-19 related activities by using another funding source. Within the TPP Action Plan and Quarterly Narrative Reports, counties should indicate whether service activities have been provided and include any updates. If TPP services have not been provided, note the following, “Services have not been conducted within the period of (insert dates). TPP staff have been temporarily reassigned to COVID-19 activities using a different funding source.” If staff have been partially assigned to TPP and COVID-19 activities, include the FTE breakdown in the quarterly report as well.

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- For CERs, provide Year to Date expenses of what was actually incurred; do not bill for the full fixed price amount. When submitting supporting documentation, during Quarters 2 and 4 **only**, submit the corresponding Labor Activity Reports and General Ledgers as supporting documentation to illustrate what the TPP staff have been working on.

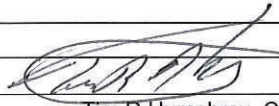
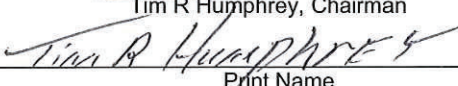



Teen Pregnancy Prevention (TPP) Youth Mental Health First Aid Initiative

- Participant sign-in sheet (if in person) that includes organization's name, date, and name of the educator, or
 - "Chat Box" sign-in sheet (if virtual) that includes the organization's name, date, and name of the educator.
- Please note:** Stipends can only be billed for training(s) conducted during the quarter.

Suicide Mortality Review

- A sign in sheet and agenda for all review meetings
- Annual Report

	INTERGOVERNMENTAL AGREEMENT (IGA) Amendment		ARIZONA DEPARTMENT OF HEALTH SERVICES 150 18 th Ave Suite 530 Phoenix, Arizona 85007
	Agreement No.: CTR055335 (formerly: IGA 2020-017)	IGA Amendment No: 1	Procurement Officer Karla Varela

Healthy People Healthy Communities			
1. Effective upon signature by all parties and pursuant to the Terms and Conditions, Provision Six (6), Contract Changes, Section 6.1, Amendments, Purchases Orders and Change Orders it is mutually agreed that the Intergovernmental Agreement referenced is amended as follows under this Amendment One (1):			
1.1 The Contract No. IGA2020-017 is revised to CTR055335 due to the Contracts being placed back into the Arizona Procurement Portal;			
1.2 The Terms and Conditions Provision Twenty (20) has been updated;			
1.3 The Terms and Conditions Provision Twenty-Four (24) has been added;			
(CONTINUED ON NEXT PAGE)			
Contractor Name: GILA COUNTY		 Tim R Humphrey, Chairman	
Address: 1400 E ASH STREET		 Print Name	
City GLOBE	State ARIZONA	Gila County Board of Supervisor	
Zip 85501			
Pursuant to A.R.S. § 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona		This Intergovernmental Agreement Amendment shall be effective the date indicated. The Public Agency is hereby cautioned not to commence any billable work or provide any material, service or construction under this IGA until the IGA has been executed by an authorized ADHS signatory.	
 The Gila County Attorney's Office		State of Arizona	
Date 7/6/21		Signed this 29th day of July 2021.	
Signature		 Christine Roth	
Procurement Officer			
Contract No.: CTR055335 , which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.			
 Signature Date		7/26/21	
Assistant Attorney General			
Print Name Aubrey Jay Corcoran			

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1.4 The Scope of Work has been revised and replaced;


1.5 The Price Sheet has been revised and replaced;

1.6 Exhibit D has been revised and replaced;

1.7 Exhibit E is revised and replaced; and


1.8 Exhibit F is revised and replaced.

All other provisions of this Agreement remain unchanged.

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TERMS AND CONDITIONS

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 "Emerging Issues" means a potential new threat, or problem to a local health system that can impact local resources, the environment, or populations.
 - 1.11 "Evidence-Based Strategies" are strategies that explicitly link public health or clinical practice recommendation to scientific evidence of the effectiveness and/or other characteristics of such practices. (Reference: Community Guide: <http://www.thecommunityguide.org/>) Evidence based public health practice is the careful, intentional and sensible use of current best scientific evidence in making decisions about the choice and application of public health interventions. (Reference: Community Commons <http://www.communitycommons.org/>)
 - 1.12 "Fixed Price" establishes a set price per unit of service. The set price shall be based on costs, which are reasonable, allowable and allocable.
 - 1.13 "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.
 - 1.14 "HPHC IGA" means Healthy People Healthy Communities Intergovernmental Agreement. This IGA was


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developed to facilitate collaboration, coordination, and communication between the Contractors/Local Health Departments and ADHS to improve the health and well-being of Arizona residents.

- 1.15 "Materials" unless otherwise stated herein, means all property, including but not limited to equipment, supplies, printing, insurance and leases of property.
- 1.16 "May" means the Contractor is encouraged to utilize recommended policy in order to fulfill the intent of the contract.
- 1.17 "Must" means a mandatory Program policy considered essential to the provision of high-quality services. A Contractor who does not follow a required Program policy will be cited for this failure.
- 1.18 "Procurement Officer" means the person duly authorized by the State to enter into, administer Contracts, and make written determinations with respect to the Contract.
- 1.19 "Program Manager" means the ADHS employee who is responsible for the implementation and oversight of the specific programs within the HPHC IGA. The Program Manager coordinates activities among Contractors and among ADHS staff, receives and reconciles invoices, handles budget issues, and provides technical support. The Program Manager is responsible for negotiating contracts, requesting contract amendments to be processed by the Procurement Office, conducting site visits, and monitoring Contractor compliance with the provisions of the contract.
- 1.20 "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.
- 1.21 "Scope of Work" means the area in an agreement where the work to be performed is described. The SOW should contain any milestones, reports, deliverables, and end products that are expected to be provided by the performing party/Contractor.
- 1.22 "Services" means the furnishing of labor, time or effort by a Contractor or Subcontractor.
- 1.23 "Site Visit" means any visit to the Contractor's or Sub-contractor's business location by ADHS HPHC IGA Program staff or a designee, once per year.
- 1.24 "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.
- 1.25 "State" means the State of Arizona, or ADHS. For purposes of this Contract, the term "State" shall not include the Contractor.

2. Contract Type.

This Contract shall be:

	<p style="text-align: center;">INTERGOVERNMENTAL AGREEMENT (IGA)</p> <p style="text-align: center;">Amendment</p>		<p>ARIZONA DEPARTMENT OF HEALTH SERVICES 150 18th Ave Suite 530 Phoenix, Arizona 85007</p>
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☒ 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 as of the Begin Date and shall remain effective until the Termination 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

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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.

- 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) Circular A-133, 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.

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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, 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

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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.

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

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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.
- 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.

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- 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.

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.

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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.

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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.

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.


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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 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

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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.

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.

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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.

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

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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 18th 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 non-Federal entity) may receive a subaward from ADHS unless the entity provides its Data Universal Numbering System (DUNS) Number to ADHS.

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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.fsrs.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.fsrs.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 15th 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. **Contracting; Procurement; Investment; Prohibitions**

- 21.1. A public entity may not enter into a contract with a company to acquire or dispose of services, supplies, information technology or construction unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel.
- 21.2. A public entity may not adopt a procurement, investment or other policy that has the effect of inducing or requiring a person or company to boycott Israel.
- 21.3. Contractor hereby certifies that it is not currently engaged in, and will not for the duration of this Contract engage in, a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by the State up to and including termination of this Contract.

22. **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


23. **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.


24. **Public Health Emergencies**

- 24.1 **In the event of a public health emergency, ADHS under the guidance of the federal funder may authorize a Contractor to temporarily reassign staff to address the emergency. Contractors shall adhere to the following reassignment conditions:**

- 24.1.1. **Approval from ADHS shall be requested prior to reassignment of staff.**

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- 24.1.2. Reassignment must be voluntary;
- 24.1.3. Locations for reassignment must be covered under the public health emergency; and
- 24.1.4. Any reassignment over 30 days must be reauthorized.
- 24.2. ADHS shall continue to coordinate with program staff regarding the extent and duration of the planned assignment(s) and other potential impacts to the program.

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SCOPE OF WORK

1. Background

- 1.1. The vision of the Arizona Department of Health Services (ADHS) is "Health and Wellness for all Arizonans." In December of 2013, ADHS completed a State Health Assessment (SHA). The SHA utilized Community Health Assessments conducted by local county health departments to assess the needs and capacity of public health in Arizona. This work resulted in the identification of fifteen (15) leading public health issues affecting the health of our communities. With stakeholder input, the Arizona State Health Improvement Plan (AzHIP) created a roadmap to improve the health of Arizonans over the next five (5) years through the development of partnerships and resources to work collectively on shared health improvement goals and strategies. This is how the original Healthy People Healthy Communities Intergovernmental Agreement (HPHC IGA) was born.
- 1.2. These goals and strategies were accomplished through a collaborative approach that engages local, state and national partners to improve the health and well-being of Arizonans. Collectively, evidence based preventative health strategies were implemented, designed to impact health through health policy, system and environmental change initiatives, health promotion and education for individuals and communities, and enhancement of the public health **infrastructure**.
- 1.3. Implementation of the original IGA was completed in three (3) phases that occurred in the first year of the IGA to accommodate funding cycles. Phase I included Tobacco, Chronic Disease, and the Health in Arizona Policy Initiative (HAPI), and began in July 2015. Phase II included the Public Health and Health Services Block Grant/Accreditation and began in October 2015. Phase III included Teen Pregnancy Prevention, Family Planning, and Maternal and Child Health, and began in January 2016. All three (3) phases were operational and fully implemented in years two (2) through five (5) with annual start dates of July 1st.
- 1.4. **Beginning in July 2020, the original HPHC IGA was split apart and two (2) separate IGAs were formed; a fixed price contract and a cost-based reimbursement contract. The programs to be included in this fixed price contract are: Tobacco Cessation and Prevention, Teen Pregnancy Prevention and its Youth Mental Health First Aid Initiative, Health in Arizona Policy Initiative (HAPI), Public Health Improvement, and the Suicide Mortality Review Programs.**
- 1.5. **The Suicide Mortality Review Program is administered by ADHS, who will develop a suicide mortalities data collection system, encourage and assist in the development of local suicide mortality review teams, and provide training and technical assistance to those teams.**

2. Purpose

The purpose of this IGA is to leverage multiple public health funding sources to support implementation of health priorities identified in the AzHIP (2021- 2026) and the County Health Improvement Plans (CHIP). This IGA is intended to provide flexibility to the County Health Departments to best meet the needs of their local communities through high impact strategies that realize the agreed upon outcomes. The IGA provides a pathway to improved coordination of multiple prevention programs **and the Suicide Mortality Review Program**, while streamlining the administrative functions for the programs that were previously administered separately.

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3. Objective

The County Contractor will implement evidence-based strategies at the local community level that:

- 3.1 Promote and implement healthy communities' interventions that target policy, system and environmental approaches that will shape the communities in which we live, learn, work, and play; and
- 3.2 Promote and implement healthy people interventions that target individual behavior and support making healthy choices.

The County Contractor shall implement evidence-based strategies and conduct Suicide Mortality Review at the local community level that:


- 3.3 Promote and implement healthy communities' interventions that target policy, system and environmental approaches that will shape the communities in which we live, learn, work, and play;
- 3.4 Attend ADHS training and technical assistance sessions on standards and protocols for local suicide mortality review teams;
- 3.5 Bring together local community agencies in a formal process to systematically share information on suicide events for persons over the age of eighteen (18) years old, identify risk factors in those deaths, and provide prevention recommendations.

4. Scope of Service

This IGA offers a variety of evidence-based strategies designed to impact policy, system, and environmental change at the community, organizational, individual, and policy levels in order to promote county-wide health changes so that public health impact will be maximized. Contingent upon available funding, Counties are expected to implement at multiple levels, in accordance with local community needs, and should emphasize complementary policy, environmental, programmatic, and infrastructure activities that integrate and build on each other to optimize the health improvements of the community.

In Arizona, both the number and rate of suicides continues to rise. Arizona's rate of suicide per 100,000 people was 24% higher than that of the United States in 2017. In 2018, suicide ranked 8th among the leading causes of death but contributed substantially to premature mortality. Yet, suicide is preventable. Pursuant to A.R.S. § 36-199 and § 36-199.01, ADHS is establishing a Suicide Mortality Review Team in the Department of Health Services. The program will conduct an annual analysis on the incidences and causes of suicides in the state during the preceding fiscal year. This analysis will help to inform what changes are needed to decrease the incidence of preventable suicides, and as appropriate, take steps to implement these changes. ADHS will fund, encourage and assist in the development of local county health department Suicide Mortality Review Teams in their local jurisdiction and to develop suicide prevention recommendations for their communities.

Counties must select from a menu of evidence-based strategies, found in **Exhibits A-F** that influence individual behaviors, policy, organizational practices, systems, and environments through the following specific program areas:

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- 4.1 Exhibit A – Tobacco;
- 4.2 Exhibit B – Health in Arizona Policy Initiative (HAPI);
- 4.3 Exhibit C – Public Health Improvement;
- 4.4 Exhibit D – Teen Pregnancy Prevention and Youth Mental Health First Aid Initiative;
- 4.5 Exhibit E – Suicide Mortality Review; and
- 4.6 Exhibit F – Supporting Documentation.

5. Evaluation:

Performance measures and evaluations allow the counties and ADHS to collaboratively track progress, process indicators, outcomes measures, and impacts. As part of the local evaluation plan, the counties will be responsible for measuring the short term, and intermediate outcomes. Monitoring progress on short-term outcomes provides an opportunity for the Local Health Departments to adjust strategies to ensure increased long-term impact. ADHS in coordination with the Counties will be responsible for measuring the long-term and impact outcomes. Process indicators, outcomes measures, and impacts must clearly relate to the selected strategies and activities identified within each County's Annual Action Plan.

6. Approvals:

- 6.1. The quarterly reports, yearly action plans, yearly budget templates, and supporting documentation shall be approved by ADHS;
- 6.2. Local county Suicide Mortality Review proposed team rosters will be submitted to ADHS for review;
- 6.3. Once the Action Plan has been approved, any changes to the approved activities, or strategies must be approved again, by ADHS prior to implementation;
- 6.4. Capital Equipment (Single item purchase of \$5,000 or more) purchased for the program: A written request shall be submitted to ADHS for review and approval prior to any purchase on a case-by-case basis. The written request shall include details of how the proposed purchase supports current approved scope of work and annual action plan. Ownership will be retained by the Contractor for continued use in the objectives of the Action Plan;
- 6.5. All marketing materials (the use of ADHS logo, brochures, posters, public service announcements, paid media, videos, etc.) which have been developed, written, published, or recorded by the Counties and paid for with funds from this award must be first approved by ADHS prior to the dissemination of such materials or airing or use of such announcements;
- 6.6. All County local emerging issues and related supporting documentation must be approved by ADHS prior to implementation. The approval process document will be provided to all Counties and must be followed in order for the proposed local emerging issue to be worked on;

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- 6.7. Contractors will be required to attend ADHS Suicide Mortality Review quarterly training and technical sessions, submit quarterly Suicide data using the ADHS Data Collection Tool and the ADHS report template to the Suicide Mortality Review Program Manager prior to payment;
- 6.8. The quarterly Contractor's Expenditure Report (CER/Invoice) and any supporting documentation, when submitted, shall be approved by ADHS prior to payment; and
- 6.9. All evaluation components that involve human subjects.

7. Tasks

The County Contractor shall for the overall IGA:

- 7.1 Develop and implement a 3-year Action Plan and a Budget Plan within the first forty-five (45) days of each budget period;
- 7.2 Participate in all calls (monthly, bi-monthly, quarterly), technical assistance calls and/or webinars, meetings and trainings;
- 7.3 Implement the approved strategies;
- 7.4 Participate in the development of a shared comprehensive evaluation plan and report out on any performance measures related to the implementation of their activities (process and/or intermediate), or as defined by the funding sources; and
- 7.5 Provide supporting documentation that supports the completion of the defined deliverables within the approved annual action plan to the ADHS IGA Program Manager. Examples of acceptable supporting documentation can be found in Exhibit F. Further guidance will be provided by ADHS Program Managers, as needed.

ADHS Shall for the overall IGA:


- 7.6 Review, provide feedback, and approve the Annual Action Plan(s), Annual Budgets, and Supporting Documentation within thirty (30) days of submission;
- 7.7 Provide evidence-based strategies and supporting resources;
- 7.8 Provide a Quarterly Reporting Template;
- 7.9 Provide the Annual Action Plan Template;
- 7.10 Provide a Budget Plan and CER Template;
- 7.11 Collaborate and work with the County to develop a comprehensive Logic Model Template;
- 7.12 Host TPP Youth Mental Health First Aid Certification Training annually, if needed;

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- 7.13 Provide Outcome Measures and examples of process, or intermediate performance measures, as needed;
- 7.14 Provide a Financial Guidance Document (if applicable);
- 7.15 Provide feedback, technical assistance, and training to support the approved Annual Action Plan(s), Annual Budget, Quarterly Reporting, and Supporting Documentation;
- 7.16 Provide access to virtual technical assistance and guidance from ADHS staff, local Health Department peers/mentors, and subject matter experts related to the strategy for which the County has received funding; and
- 7.17 Coordinate and conduct Contractor site visits. Note: If not yearly, at least every two (2) years a site visit will be conducted.

The County Contractor shall for the Suicide Mortality Review Program:

- 7.18 Attend quarterly training sessions with ADHS on Suicide Mortality Review Policies and Procedures Manual including instructions on case narrative and timeline forms; confidentiality rules; establishing a team roster; quarterly reporting forms and use of ADHS data collection tool for quarterly and annual reporting;
- 7.19 With guidance from ADHS Suicide Mortality Program Manager, establish a local Suicide Mortality Review team roster;
- 7.20 Provide orientation to all members and consultants which include, at a minimum, the following topics:
 - 7.20.1 Instruction regarding confidentiality,
 - 7.20.2 Use of the data forms,
 - 7.20.3 Public access to team information,
 - 7.20.4 Responsibilities and limitations of team membership; Process and goals of fatality review,
 - 7.20.5 The promotion of culturally diverse and competent approaches in case reviews, using Suicide Mortality Review materials provided by the State Team,
 - 7.20.6 The promotion of culturally diverse and competent approaches in case reviews, and
 - 7.20.7 Review materials provided by the State Team.
- 7.21 Establish procedures for access to the following records related to the circumstances surrounding suicide:

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- 7.21.1 Death Certificates,
- 7.21.2 Birth Certificates,
- 7.21.3 Law enforcement Reports,
- 7.21.4 Medical Examiner's Reports,
- 7.21.5 Medical Records,
- 7.21.6 Child Protective Services' Reports, and
- 7.21.7 Other Records as Needed.
- 7.22 Establish procedures to track fatalities requiring review by the Local Team and completion of Reviews;
- 7.23 Prepare quarterly reports and data for the ADHS Suicide Mortality Review Program, cases reviewed, and obstacles to completion of reviews;
- 7.24 Convene team meetings, at a frequency sufficient to review all fatalities within the identified scope of work;
- 7.25 Enter data for each case reviewed using ADHS Suicide Mortality Review Data Collection Tool to include demographic and prevention recommendation data. Data should be entered for cases following completion of each case review meeting; and
- 7.26 Conduct an annual analysis on the incidences and causes of suicides in the local community during the preceding fiscal year.

ADHS will for the Suicide Mortality Review Program:

- 7.27 Establish a State Suicide Mortality Review Team;
- 7.28 Provide a Policies and Procedure Manual;
- 7.29 Develop standards and protocols for local suicide mortality review teams and provide training and technical assistance to these teams;
- 7.30 Provide a Quarterly Reporting Template;
- 7.31 Provide a Suicide Mortality Data Collection Tool;
- 7.32 Provide CER Template, and documentation requirements for quarterly payment;
- 7.33 Provide Quarterly Meeting for contractors to:

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7.33.1 Provide training and technical assistance on suicide review process;

7.33.2 Provide access to virtual technical assistance and guidance from ADHS staff, Local Health Department peers/mentors and subject matter experts related to the strategy for which the County has received funding;


7.33.3 Provide Suicide Mortality Review Data Collection Tool User Guide and training; and

7.33.4 Provide the Suicide Mortality Review Case Narrative template and prevention measure form.

8. Requirements

The County Contractor shall meet the requirements listed below:

- 8.1 All revisions to the Annual Action Plan strategies, goals, objectives, and timelines will require joint review and approval from ADHS staff;
- 8.2 All staffing and programmatic changes will be reported to the specific ADHS Program Manager and the ADHS IGA Program Manager within fifteen (15) days. Once someone is hired for a job vacancy, an email containing the new hire's full name, contact information, start date, areas of the IGA that she/he will work in, and a resume will be submitted to the specific ADHS Program Manager and the ADHS IGA Program Manager within fifteen (15) days;
- 8.3 All requests for a single item of capital equipment at or above the purchase price of five thousand dollars (\$5,000.00) will be requested in writing and submitted to the specific ADHS Program Manager and the ADHS IGA Program Manager for approval;
- 8.4 Food purchases are allowed within guidelines for federally funded programs. Food and/or beverages served at events/meetings are not to be paid for with State funds per the State of Arizona Accounting Manual (SAAM) policy, found here: <https://gao.az.gov/sites/default/files/8010%20Food%20and%20Beverages%20at%20State-sponsored%20Events%20181113.pdf>. Contractors shall submit a *Request for Purchase of Food* form to the HPHC IGA Program Manager. Food provided must not exceed the allowable ADHS per diem rates, when provided at an event, or an activity. A speaker/presenter during lunch is required, and the food request should have a strong justification. Please see the ADHS Healthy Meeting Policy for further guidance on nutritional guidelines for events/meetings: <https://azdhs.gov/documents/prevention/nutrition-physical-activity/healthy-meeting-policy.pdf>
Note: No food purchases shall be purchased and/or reimbursed until a *Request for Purchase of Food* form has been approved and signed by the ADHS Chief Financial Officer;
- 8.5 Comply with all federal and State reporting requirements;
- 8.6 At least one Program Manager, or coordinator from each HPHC IGA program must be in attendance of the Annual HPHC IGA Summit;

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- 8.7 Funds cannot be used for any lobbying activities, including the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government;

For the TPP Mental Health First Aid Training, the County Contractor shall do the following:

- 8.8 Complete the National Council for Behavioral Health (NCBH) "Coordinator Access" form to grant ADHS staff viewer rights to pre and post training survey data from organizations trained, and
- 8.9 Participate in a technical assistance meeting to be hosted by ADHS and held after the certification training(s); dates are to be determined.
- 8.10 Complete the National Council for Behavioral Health (NCBH) "Coordinator Access" form to grant ADHS staff viewer rights to pre and post training survey data from organizations trained, and
- 8.11 Participate in a technical assistance meeting to be hosted by ADHS and held after the certification training(s); dates are to be determined. (they will fix alignment)

9. Deliverables and Delivery Schedule

The County Contractor shall submit the deliverables listed below to the ADHS IGA Program Manager:

- 9.1 Contractor Expenditure Report (CER) to ADHS, due thirty (30) days after each quarter end (Q1: July – September; Q2: October – December; Q3: January – March; and Q4: April – June); Supporting Documentation is to also be submitted. Counties will select from a menu of acceptable forms of Supporting Documentation found in Exhibit F;
- 9.2 A written Quarterly Report, due thirty (30) days after each quarter end (Q1: July – September; Q2: October – December; Q3: January – March; and Q4: April – June);
- 9.3 A final CER invoice not later than forty-five (45) days following the end of each Agreement year;
- 9.4 Provide the name, email address and phone numbers of all program staff funded under this Agreement within thirty (30) days of hire;
- 9.5 Notify ADHS IGA Program Manager of any change in program staff under this Agreement within fifteen (15) days of the change. If there is a new employee, include the new hire's work contact information (i.e. email and phone number), and resume within the fifteen (15) days window period;
- 9.6 For the TPP Youth Mental Health First Aid Training, programs will submit the following with their quarterly CERs:

- 9.6.1 Participant sign-in sheet (if in person) that includes organization's name, date, and name of the

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educator, or

9.6.2 "Chat Box" sign-in sheet (if virtual) that includes the organization's name, date, and name of the educator.

Please note: Stipends can only be billed for training(s) conducted during the quarter.

- 9.7 Collaborate and participate with ADHS on the development of a logic model;
- 9.8 Submit an Annual Action Plan by August 15th;
- 9.9 Submit an Annual Budget Plan by August 15th;
- 9.10 Submit an Annual Report forty-five (45) days following the end of each Agreement year;
- 9.11 Submit a written request to use the ADHS Logo in any print, web documents, publications and video recordings prior to use;
- 9.12 Submit a written request for the development of brochures, posters, public service announcements, paid media, videos, sponsorships, etc., to be paid for with funds from this Agreement prior to development.

10. Notices, Correspondence, and Reports

- 10.1 Notices, correspondence, reports and invoices/CERs from the County contractor to ADHS shall be sent to:

For Overall Fixed Price IGA:

Healthy People Healthy Communities (HPHC) IGA Program Manager
Bureau of Chronic Disease and Health Promotions
Arizona Department of Health Services
150 N. 18th Avenue, Suite 310
Phoenix, AZ 85007
Office: 602-542-8953| Email: Desiree.Fields@azdhs.gov


For the Suicide Mortality Review:

Suicide Mortality Review Program Manager
Bureau of Chronic Disease and Health Promotions
150 N 18th Avenue, Suite 310
Phoenix AZ 85007
Office: (602) 542-7340| Email: Jacqueline.Kurth@azdhs.gov

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

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Gila County
 Attn: Josh Beck
 5515 South Apache Avenue
 Globe, AZ 85501
 Cell: 928.200.4406 | Email: jbeck@gilacountyaz.gov

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PRICE SHEET
HEALTHY PEOPLE HEALTHY COMMUNITIES
GILA – CTR055335 (formerly IGA 2020-017)
JULY 1, 2021 - JUNE 30, 2022

ACTION PLAN

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
Action Plan – HAPI – includes Tobacco Prop 200 = \$6,279.00; Chronic Disease Prop 303 = \$54.00; WIC Lottery = \$7,700.00; Teen Pregnancy = \$38,342.00	EA	1	\$52,375.00	\$52,375.00

TOBACCO PROGRAM


ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
See SOW for Specific Service Strategies (i.e. Prevention, Cessation, Secondhand Smoke, Enforcement)	QTR	4	\$29,818.00	\$119,272.00

HEALTH IN ARIZONA POLICY INITIATIVE PROGRAM

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
See SOW for Specific Service Strategies (i.e. Alzheimer's, Chronic Pulmonary Disease, Hypertension, Self-Management, Procurement, Healthy Community Design, School Health, Worksite Wellness, Clinical Care, and Special Health Care Needs) (Funding Per Quarter includes: Chronic Disease Prop 303 = \$1,687.00; WIC Lottery = \$8,075.00;	QTR	4	\$9,762.00	\$39,048.00

PUBLIC HEALTH IMPROVEMENT PROGRAM

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
See SOW for Specific Service Strategies (i.e. Fees for ACCREDITATION, Quality Improvement Projects, Workforce	QTR	4	\$12,163.00	\$48,652.00

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Development Implementation, Progress Toward County Health Improvement Plan)				
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TEEN PREGNANCY PREVENTION PROGRAM

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
See SOW for Specific Service Strategies	QTR	4	\$38,342.00	\$153,368.00

TEEN PREGNANCY PREVENTION PROGRAM – YOUTH MENTAL HEALTH FIRST AID INITIATIVE

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
See SOW for Specific Service Strategies	QTR	6	\$1,000.00	\$6,000.00

SUICIDE MORTALITY REVIEW PROGRAM

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
See SOW for Specific Service Strategies	QTR	4	\$6,250.00	\$25,000.00

TOTAL

ITEM/SERVICE DESCRIPTION				TOTAL
TOTAL				\$443,715.00


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EXHIBIT A

EVIDENCE-BASED STRATEGIES FOR TOBACCO

The Office of Tobacco Prevention and Cessation ("Office of Tobacco") within the Bureau of Chronic Disease and Health Promotions ("BCDHP") at Arizona Department of Health Services (ADHS) has historically supported evidence-based programs and system level changes that assist smokers in disparate or high-risk populations with tobacco prevention and cessation services. In Arizona, there are populations that are disproportionately impacted by tobacco use. Currently, priority populations identified by the Office of Tobacco are: 1) youth, 2) the justice-involved, and 3) those enrolled in the Arizona Healthcare Cost Containment System (AHCCCS).

County health department partners are required to identify **three** (3) populations that are disproportionately impacted by tobacco use in their communities, which may include the three populations identified above or with other populations which may be identified based on county-level data. Counties will provide the selected population groups with targeted evidence-based programs and activities for two components: 1) Tobacco Prevention and 2) Tobacco Cessation. In addition, counties will participate in three ADHS-led work groups that will explore innovative approaches to tobacco programming that address 1) Youth; 2) Secondhand Smoke (SHS); and 3) Emerging Issues. Counties will also engage in in-person and virtual meetings as identified by ADHS.

The strategies within the Healthy People Healthy Communities (HPHC) Intergovernmental Agreement (IGA) are population-based approaches that will require collaboration and support from key community partners, as well as promote health system level changes within healthcare systems and employers. These tobacco prevention and cessation strategies align with the U.S. Surgeon General's Report on Smoking Cessation 2020, the Centers for Disease Control (CDC) National Comprehensive Tobacco Control Program (NCTCP), and Arizona Health Improvement Plan (AzHIP) 2021-2025.


The Tobacco component of the HPHC IGA is funded by Proposition 200, which states that tobacco tax dollars under the Health Education Account (HEA) requires monies be spent on "programs for the prevention and reduction of tobacco use." Arizona Revised Statute (A.R.S. § 36-772) authorizes four types of expenditures by the HEA: contracts with county health departments and other local partners, administrative expenses, advertising, and evaluation of programs. Spending these monies for lobbying for political campaigns is expressly prohibited.

The County Contractor must select one (1) or more strategies from this strategic area.

This Exhibit defines the Program Strategy/s within each Strategic Area:

1. Strategic Area: Tobacco


- 1.1 Reduce tobacco-related disparities among target populations. Counties will select populations based on local available data, including tobacco prevalence rates (BRFSS, AYS, YRBSS), CHIP, and CHA data, to inform programming;
 - 1.1.1 Prevent the initiation of tobacco use (including emerging products and e-cigarettes) among youth and young adults (required),

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- 1.1.1.1 Maintain current peer-to-peer youth programming to empower youth leadership and engagement;
- 1.1.1.2 Support the ADHS-selected contractor with recruiting youth participants for statewide Enforcement efforts; and
- 1.1.1.3 Facilitate and conduct in their county the AGO Arizona Retailer Tobacco Training Program with retailers and clerks that have been cited for selling tobacco to underage youth
- 1.1.1.4 Collaborate with schools in their counties by:
 - 1.1.1.4.1.1 Offering the American Lung Association's INDEPTH: An Alternative to Teen Nicotine Suspension or Citation, and
 - 1.1.1.4.1.2 Establishing a Task Force with school districts, school administrators, or superintendents to identify current needs in youth prevention. Task Force efforts must include the development of a work plan, evaluation plan, and identified evidence-based strategies.

1.2 Implement evidence-based, culturally appropriate community interventions to promote quitting among adults and youth.

- 1.2.1 Counties will identify and eliminate tobacco-related disparities among **two** additional population groups:
 - 1.2.1.1 Individuals involved or at-risk for involvement with the criminal justice system, including jails, prisons, probation, parole, or specialty court;
 - 1.2.1.2 People of low socioeconomic status;
 - 1.2.1.3 Individuals with behavioral health conditions (including mental health conditions and substance use disorders); and/or
 - 1.2.1.4 Other priority population not listed and pre-approved by ADHS. Counties will submit a proposal to ADHS that will include surveillance and evaluation data to justify the population selection,
- 1.2.2 **Engage communities, partners, and community-based organizations to strengthen capacity. Counties will identify and select community partners that may include:**
 - 1.2.2.1 Employers; and
 - 1.2.2.2 Healthcare systems, including:
 - 1.2.2.2.1 Federally Qualified Community Health Centers (FQHCs) or FQHC Look-Alikes;

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- 1.2.2.2.2 Hospitals;
- 1.2.2.2.3 Community clinics;
- 1.2.2.2.4 Private practices;
- 1.2.2.2.5 Behavioral Health Clinics; and/or
- 1.2.2.2.6 Substance Abuse Centers

1.3 Participate in at least one ADHS-led Tobacco Work Group that addresses one of the following priority issues:

- 1.3.1 Youth,
- 1.3.2 Secondhand Smoke, and

1.3.3 Emerging Issues;

1.4 Participate in required ADHS Office of Tobacco update conference calls, virtual meetings, and in-person meetings, including (but not limited to):

- 1.4.1 1:1 Calls,
- 1.4.2 Group monthly conference calls,
- 1.4.3 Annual HPHC IGA Summit, and
- 1.4.4 In-person semi-annual statewide partner meetings, to occur:
 - 1.4.4.1 Spring (March/April); and
 - 1.4.4.2 Fall (September/October;

1.5 Obtain ADHS approval on all county-level tobacco marketing or communications initiatives.

- 1.5.1 All marketing materials (the use of the ADHS logo, brochures, posters, public service announcements, paid media, videos, etc.) which have been developed, written, published, or recorded by the Grantee and paid for with funds from this grant award must be first approved by ADHS prior to the dissemination of such materials or airing or use of such announcements.


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EXHIBIT B

EVIDENCE-BASED STRATEGIES FOR HEALTH IN ARIZONA POLICY INITIATIVE (HAPI)

In January 2012, ADHS began the process of establishing contracts with local health departments to address health policy. In April 2012, ADHS established contracts with 13 of the 15 local health departments (Cochise, Coconino, Gila, Graham, Greenlee, La Paz, Maricopa, Mohave, Navajo, Pinal, Pima, Yavapai and Yuma). HAPI originally utilized funding from three separate sources: Proposition 303 Tobacco Tax; Women's, Infants and Children's (WIC) Health Lottery Revenue, and HRSA Title V Maternal & Child Health Block Grant. The overall goal of the Intergovernmental Agreement (IGA) was established to increase local capacity to implement preventative health policy, system and environmental (PSE) changes/ public health approaches through defined strategic areas.

The five (5) year IGA action plan(s) and activity/activities developed by the local health department will address the following funding priorities:

- 1) The four (4) leading chronic disease deaths, as reported by the Centers for Disease Control and Prevention (CDC) per [ARS 36-770](#) (Proposition 303 Tobacco Tax), and
- 2) WIC participants and their families per [WIC Health Lottery Revenue](#).

The County Contractor must select one (1) or more strategies from this strategic area.

This Exhibit defines the Program Strategy/s within each Strategic Area:


2. Strategic Area: Health in Arizona Policy Initiative (HAPI)

2.1 Social Determinants of Health (SDOH) / Health in All Policies (HiAP)

- 2.1.1 Assess and identify gaps in addressing public health and social determinants of health (SDOH), with consideration of the 4 leading causes of chronic disease death, at-or-high risk populations, co-morbidities, and / or health risks, and
- 2.1.2 Develop and implement an action plan that includes policy, systems or environmental (PSE) / public health, and / or Health in All Policies (HiAP) approaches to address the gaps in addressing public health and social determinants of health (SDOH), with consideration of the 4 leading causes of chronic disease death, at-or-high risk populations, co-morbidities, and/or health risks;

2.2 Community Engagement

- 2.2.1 Increase community engagement of partners, with consideration of the four (4) leading causes of chronic disease death, at-or-high risk populations, co-morbidities, and/or health risks,
- 2.2.2 Develop, create and/or participate in coalitions, with consideration of the four (4) leading causes of chronic disease death, at-or-high risk populations, co-morbidities, and /or health risks,

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2.2.3 Develop and implement a coalition action plan, with consideration of the four (4) leading causes of chronic disease death, at-or-high risk populations, co-morbidities, and/or health risks, and

2.2.4 Develop coalition capacity to support advocacy, with consideration of the four (4) leading causes of chronic disease death, at-or-high risk populations, co-morbidities, and/or health risks.

2.3 Systems Change

2.3.1 Assess and identify gaps in addressing "Little p" system changes, with consideration of the 4 leading causes of chronic disease death, at-or-high risk populations, co-morbidities, and/or health risks, and

2.3.2 Develop and implement an action plan that addresses the gaps in addressing "Little p" systems changes, with consideration of the 4 leading causes of chronic disease death, at-or-high risk populations, co-morbidities, and/or health risks;

2.4 Emerging Issues

2.4.1 Assess and identify emerging issues with community partners that align with local, state or national level emerging issues, with consideration of the 4 leading causes of chronic disease death, at-or-high risk populations, co-morbidities, and/or health risks, and

2.4.2 Develop and implement action/ breakthrough plans to address emerging issues, with consideration of the 4 leading causes of chronic disease death, at-or-high risk populations, co-morbidities, and/or health risks;

2.5 Workforce Capacity Building/Professional Development

2.5.1 Increase knowledge of staff and community partners through professional development and workforce capacity building, with consideration of the 4 leading causes of chronic disease death, at-or-high risk populations, co-morbidities, and/or health risks; and

2.6 Evidence Based / Evidence Informed / Promising Practices or Public Health Approaches

2.6.1 Implement Evidence Based / Evidence Informed / Promising Practices or Public Health Approaches, with consideration of the 4 leading causes of chronic disease death, at-or-high risk populations, co-morbidities, and /or health risks.

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EXHIBIT C

EVIDENCE-BASED STRATEGIES FOR PUBLIC HEALTH IMPROVEMENT

The purpose of the Public Health Improvement funding is to ensure a strong, inclusive, and connected state and local government public health system in Arizona. By supporting county health departments and their directors in the practice of public health, they can effectively perform essential public health services and meet [Public Health Accreditation Board](#) (PHAB) and their performance standards. The county health departments may use several strategies to support local initiatives to achieve healthy communities. As health departments often may not have identified funds and resources to build and strengthen their organizations, the Public Health Improvement funds allow for that flexibility within the established strategies. The funds may be used for activities to improve health department efficiency and effectiveness, increase performance management capacity, and enhance public health readiness activities in the face of emerging issues.

The County Contractor must select one (1) or more strategies from this strategic area.

This Exhibit defines the Program Strategy/s within each Strategic Area:

3. Strategic Area: Public Health Improvement

3.1 Seeking PHAB Accreditation or Reaccreditation


- 3.1.1 Implement activities, training, and tools for the Local Health Department (LHD) to apply for PHAB accreditation, and
- 3.1.2 Implement activities, training, and tools for the Local Health Department (LHD) to achieve PHAB reaccreditation sustainability;

3.2 Evaluate and Continuously Improve Processes, Programs, Quality Improvement, and Interventions Performance Management

- 3.2.1 Implement tools or training to develop or maintain a performance management system supported by leadership and management to monitor achievement of organizational objectives,
- 3.2.2 Implement activities, tools, or training to develop or maintain a culture of quality improvement integrated into organizational practice, processes, and interventions, and
- 3.2.3 Conduct training or capacity building with local stakeholders to support the department's and county's implementation of a quality improvement plan or quality improvement activities;

3.3 Maintain a Competent Workforce

- 3.3.1 Implement activities and training to build multidisciplinary skills needed for the health department to achieve its mission, goals, and objectives,

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- 3.3.2 Implement activities to build and support a health department with a supportive work environment, employee recognition, employee wellness efforts, and professional development, and
- 3.3.3 Conduct activities to support the larger public health workforce of the community;
- 3.4 **Conduct and Disseminate Assessments Focused on Population Health Status and Public Health Issues Facing the Community**
 - 3.4.2 Conduct collaborative activities with the community to develop, enhance, and disseminate the community health assessment;
- 3.5 **Develop Policies and Plans**
 - 3.5.2 Conduct or participate in collaborative activities with the community to develop and implement the community health improvement plan,
 - 3.5.3 Conduct activities to track and implement goals set in the county health improvement plan,
 - 3.5.4 Complete activities to develop, implement, and maintain a strategic plan, and
 - 3.5.5 Complete activities to develop, implement, and maintain an all hazards emergency operations plan;
- 3.6 **Other Activities**
 - Health Equity**
 - 3.6.1 Develop and implement strategies that address health inequity and cultural competence,
 - Administrative and Management Capacity**
 - 3.6.2 Develop and maintain internal health department policies and procedures for operations, human resources, information management, financial management, and management of ethical issues, and
 - Emerging Issues**
 - 3.6.3 Conduct activities to address an emerging health issue aligned with state and nationally identified emerging health issues (percentage of funds to be approved by ADHS).

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EXHIBIT D

EVIDENCE-BASED STRATEGIES FOR TEEN PREGNANCY PREVENTION

The Teen Pregnancy Program offers strategic approaches to improve the health and social well-being of youth through the reduction of teen pregnancies and sexually transmitted diseases, and the awareness of healthy relationships and life skills, including financial literacy and educational and career success. The program provides youth with knowledge and skills that can be applied throughout their lives. Program models are evidence-based, age appropriate, medically accurate, and culturally relevant and incorporate a positive youth development approach.

The teen pregnancy prevention programs also offer a Parent/Youth Communication Education component which can give parents the tools to actively engage in meaningful communication with their teens on a variety of topics including sexual health issues. Parents, grandparents and guardians of a teen are welcome and encouraged to participate in these educational sessions.

Proposition 203, The Healthy Arizona Initiative, was passed by Arizona voters in November 1995, authorizing the use of lottery funds when available to be utilized for teen pregnancy prevention programs. The funds from the lottery became available in July 2005. The Arizona Department of Health Services (ADHS), Bureau of Women's and Children's Health (BWCH), Teen Pregnancy Prevention Program, is charged with the implementation of these funds.

Proposition 207, The Smart and Safe Act, was passed by Arizona voters in November 2020, authorizing the legal use of recreational marijuana. The funds from this act will be available on July 1, 2021. The Arizona Department of Health Services (ADHS), Bureau of Women's and Children's Health (BWCH), is charged with the implementation of a portion of these funds.

The County Contractor must select one (1) or more strategies from this strategic area.

This Exhibit defines the Program Strategy/s within each Strategic Area:

4. Strategic Area: Teen Pregnancy Prevention

- 4.1 Implement with fidelity, abstinence plus evidence-based program models, through curriculum delivery to youth ages eleven to nineteen (11-19) and implement core curricula that are on the ADHS TPP approved curriculum list incorporating a positive youth development approach.
 - 4.1.1 Program models shall be evidence-based, culturally relevant, medically accurate, and age appropriate. Programs for youth shall be inclusive of at least three (3) of four (4) Adulthood Preparation Subjects -Healthy Relationships, Healthy Life Skills, Adolescent Development, Educational/Career Success, and/or Financial Literacy. Optionally, to parents/caregivers of youth eleven to nineteen (11-19) years of age,
 - 4.1.2 Program management, services, requirements, deliverables, etc. shall be in accordance with the TPP Policy and Procedures Manual, and
 - 4.1.3 Program tasks include but are not limited to:

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- 4.1.3.1 Delivery of curriculum in a variety of settings – in school, after school, community-based, juvenile detention/probation, foster care group homes, etc.;
- 4.1.3.2 Educating youth on both abstinence and contraception for the prevention of teen pregnancy and sexually transmitted diseases/infections;
- 4.1.3.3 Obtaining active parental consent forms for youth participation in programming and evaluation;
- 4.1.3.4 Maintaining up-to-date attendance records;
- 4.1.3.5 Administering pre and post surveys to youth, and submitting completed surveys to ADHS;
- 4.1.3.6 Ensuring the number of youths proposed is served and that eighty percent (80%) of youth participating in the curriculum complete at least seventy-five (75%) of curriculum dosage;
- 4.1.3.7 Completion of fidelity monitoring logs following each session delivered;
- 4.1.3.8 Submitting monthly unduplicated counts of youth served;
- 4.1.3.9 Submitting annual Forms A-D of reporting total unduplicated count of youth served, program hours received, and type of programs received;
- 4.1.3.10 Attending meetings and/or calls, i.e., semi-annual contractor meetings, mid-year budget review and youth served calls, Wyman Teen Outreach Program® review calls (if applicable), summer professional development, etc.; and/or
- 4.1.3.11 Navigating the TPP SharePoint portal for entry of reporting data, program announcements, discussion boards, and obtaining program forms.

Strategic Area: Teen Pregnancy Prevention Youth Mental Health First Aid Initiative

- 4.2 Certify staff in TPP Youth Mental Health First Aid Training with prior approval from ADHS;
- 4.3 Certified trainer must deliver at minimum three (3) trainings per year to maintain active certification in YMHFA;
- 4.4 Trainers may co-facilitate and each facilitator can count co-facilitations towards their required three (3) training(s) per year, for certification purposes;
- 4.5 Co-facilitated training(s) will only count as one training for payment of stipends;
- 4.6 Training events must follow the training outline identified by the National Council of Behavioral Health (NCBH) Youth Mental Health First Aid;

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- 4.7 During the pandemic, if in-person training is prohibited, training to youth serving organizations can be conducted virtually;
- 4.8 Once pandemic restrictions are lifted and in-person training and travel are allowed, training to youth serving organizations shall be conducted in one (1) of two (2) options: In-person or blended learning;
- 4.9 Each training shall consist of no less than five (5) participants and no more than thirty (30) and include participant training materials; and
- 4.10 Course materials must be purchased for all training participants as this is a required component.


	<p style="text-align: center;">INTERGOVERNMENTAL AGREEMENT (IGA)</p> <p style="text-align: center;">Amendment</p>		<p>ARIZONA DEPARTMENT OF HEALTH SERVICES 150 18th Ave Suite 530 Phoenix, Arizona 85007</p>
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EXHIBIT E

EVIDENCE-BASED STRATEGIES FOR SUICIDE MORTALITY REVIEW

In Arizona, both the number and rate of suicides continues to rise. Arizona's rate of suicide per 100,000 people was 24% higher than that of the United States in 2017. In 2018, suicide ranked 8th among the leading causes of death but contributed substantially to premature mortality. Yet, suicide is preventable. Pursuant to A.R.S. § 36-199 and § 36-199.01, ADHS is establishing a Suicide Mortality Review Team in the Department of Health Services. The program will conduct an annual analysis on the incidences and causes of suicides in the state during the preceding fiscal year. This analysis will help to inform what changes are needed to decrease the incidence of preventable suicides, and as appropriate, take steps to implement these changes. ADHS will fund, encourage and assist in the development of local county health department Suicide Mortality Review Teams in their local jurisdiction and to develop suicide prevention recommendations for their communities.

On March 3, 2020 Governor Doug Ducey joined mental health advocates, legislators and family members affected by suicide to sign Senate Bill 1523, also known as Jake's Law. The bill is named in honor of Jake Machovsky, an Arizona teen who lost his life to suicide in 2016 after battling mental health issues. The law requires insurance companies to cover mental health treatment and creates the Children's Behavioral Health Services Fund and provides \$8 million for behavioral health services for children who are uninsured or underinsured. The law prohibits insurance companies from denying coverage for services that are covered by the plan simply because they are delivered in an educational setting. This law also establishes a mental health parity advisory committee to ensure that all parties including families, providers, advocacy organizations, and insurers have a voice at the table, creates a suicide mortality review team to review deaths by suicide and provide policymakers with improved data and recommendations, and helps increase follow-up services for patients at risk for suicide.

Proposition 207, The Smart and Safe Act, was passed by Arizona voters in November 2020, authorizing the legal use of recreational marijuana. The funds from this act will be available on July 1, 2021. The Arizona Department of Health Services (ADHS), Bureau of Women's and Children's Health (BWCH), is charged with the implementation of a portion of these funds.

The County Contractor must select one (1) or more strategies from this strategic area.

This Exhibit defines the Program Strategy/s within each Strategic Area:

5. Strategic Area: Suicide Mortality Review

Strategies are to be determined with program development

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EXHIBIT F

SUPPORTING DOCUMENTATION

Please provide documentation that supports the work that you have outlined on your Action Plan and quarterly reports. Note: Supporting Documentation will be due on the 2nd and 4th quarters. The following are approved types of supporting documentation that can be submitted. Counties are expected to keep supporting documentation on hand for all quarters and to provide to ADHS upon request. This information can also be found on the new Quarterly Report + Supporting Documentation Template.

Required Documentation: For each program of the IGA, provide documentation of evidence of work performed. The following are acceptable submissions for documentation of work completed. **Approved** examples are below by program:

Tobacco

Youth Prevention: Anti-Tobacco Coalition:

- Recruitment: Copies of flyers pertaining to events for recruitment and expanding youth membership, as submission of coalition roster form,
- Youth Coalition Action Plan: Copy of the coalition action plan developed by the youth members,
- Coalition Meetings: Copies of meeting agenda along with a sign-in sheet of those attending the meeting,
- Peer to Peer Education/Community Education: The Office of Tobacco has created the following event form for partners to fill out and submit for each of their coalition events: Youth Coalition Event Form. The coalition can also include pictures from events, and
- Presentation to Community Leadership (Board of Supervisors, City Councils, or any other governing body): Partners can utilize the Youth Coalition Event Form for this activity as well.

AGO/FDA Inspection Recruitment & Arizona Retail Tobacco Training:

- The number of recruitment events held: Date of event, youth recruited, completed paperwork submitted,
- Dates of inspections and how many youths participated in inspections, and
- ARTT: Copy of flyer advertising training, dates of training and sign-in sheet for attendees. Evaluation forms sent to Tracy Lenartz.

Cessation: ASHLine Outreach/Group Cessation Meetings- The following documents are acceptable submission for documentation of work.

- ASHLine Outreach: The County should provide a copy of ASHLine Cessation Referral report covering the documentation period. ASHLine & county partners will develop a report that partners can utilize to track referrals for cessation for their county. This report, once developed, will be sent to county partners for their utilization in monitoring location referrals and for contract reporting and documentation,
- County Partners Cessation Referral Trainings and Presentations: The Office of Tobacco has created the following form for partners to fill out and submit for each of cessation referral training and presentations: County Cessation Training & Presentation Form, and

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- Group Cessation Meetings: Copy of flyers regarding meetings, date(s) of meetings, number of participants in training, name are not required due to HIPPA. Are any of the participants enrolled in group classes as well as ASHLine?

Priority Population Initiative:

- If a task group/work group is created to address the chosen population please provide the following information:
- Copies of meeting agenda along with sign-in sheet,
- Action plan or work plan for addressing issues with the work group, and
- Evaluation Plan that will assess the success/status of the goal.

Health in Arizona Policy Initiative (HAPI)

- Sign-in sheet for a training, meeting or wellness activity (should include date, time, and name of training/meeting, etc.); Event flyer or meeting/training agendas (should include date, time and name of training/ meeting, etc.);
- Certificate of Completion;
- Documentation of participation in coalition/advisory boards, etc. such as an agenda, minutes from the meeting, membership letter;
- Final Reports of activity;
- Photographs (i.e. proof of water station installation), please note that if you send pictures of individuals, you must have consent to use the picture of the individual;
- Pre and post survey results of participants in Self-Management Programs;
- Attendance/participation sheet for chronic disease self-management programs;
- Communication plan or materials used for any public awareness campaigns;
- Reporting of process or intermediate performance measures related to the activity within the strategic area(s);
- Partner list or partner meeting agendas;
- Completed Assessments; and
- Developed Action Plans for implementation.

Public Health Improvement

- Quality Improvement or Performance Management Training
- Sign-in sheets and training materials (slide deck, resources),
- Quality Improvement Project Completion
- Storyboard of project work,
- Strategic Planning Development
- Documentation of in-person sessions resources/slides used and sign-in sheets, the outcome of planning (action plan), and
- Establishment of Performance Management system
- Artifacts of system integration (tracking of visual management, metric review).

Teen Pregnancy Prevention (TPP)

- Certificates of Completion.
- Parent nights/health fairs: Flier signed by authorized representative of event and/or County Program Supervisor

	<p style="text-align: center;">INTERGOVERNMENTAL AGREEMENT (IGA)</p> <p style="text-align: center;">Amendment</p>		<p>ARIZONA DEPARTMENT OF HEALTH SERVICES 150 18th Ave Suite 530 Phoenix, Arizona 85007</p>
	<p>Agreement No.: CTR055335 (formerly: IGA 2020-017)</p>	<p>IGA Amendment No: 1</p>	<p>Procurement Officer Karla Varela</p>

- Instead of submitting attendance records as proof of services performed, counties will submit the **TPP Verification of Curriculum Delivery Form**. The Teen Pregnancy Prevention Program Manager will access the delivery of curriculum form to verify the classes provided are reflective of the narrative in the quarterly reports.
- **Teen Pregnancy Prevention Work Summary Report Form** (for COVID-19 reassignments).
Please Note: If TPP staff has been reassigned, make sure to include a separate **Labor Activity Report** and **General Ledger**, clearly indicating a breakdown of FTE percentages applied to TPP State Lottery dollars and another funding source.

See below for further clarification:

- TPP Lottery funds cannot be used to pay for staff temporarily reassigned to the COVID-19 emergency response. However, TPP staff can be reassigned for COVID-19 related activities by using another funding source. Within the TPP Action Plan and Quarterly Narrative Reports, counties should indicate whether service activities have been provided and include any updates. If TPP services have not been provided, note the following, "Services have not been conducted within the period of (insert dates). TPP staff have been temporarily reassigned to COVID-19 activities using a different funding source." If staff have been partially assigned to TPP and COVID-19 activities, include the FTE breakdown in the quarterly report as well.
- For CERs, provide Year to Date expenses of what was actually incurred; do not bill for the full fixed price amount. When submitting supporting documentation, during Quarters 2 and 4 **only**, submit the corresponding Labor Activity Reports and General Ledgers as supporting documentation to illustrate what the TPP staff have been working on.

Teen Pregnancy Prevention (TPP) Youth Mental Health First Aid Initiative

- Participant sign-in sheet (if in person) that includes organization's name, date, and name of the educator, or
- "Chat Box" sign-in sheet (if virtual) that includes the organization's name, date, and name of the educator.
Please note: Stipends can only be billed for training(s) conducted during the quarter.

Suicide Mortality Review

- A sign in sheet and agenda for all review meetings
- Annual Report

ARF-7401

Regular Agenda Item 3. C.

Regular BOS Meeting

Meeting Date: 09/20/2022

Submitted For: Bradley Beauchamp, County Attorney

Submitted By: Athena Gooding, Legal Secretary, Lead

Department: County Attorney

Fiscal Year: 2023

Budgeted?: Yes

Contract Dates July 1, 2022, to June

Grant?: Yes

Begin & End: 30, 2023

Matching Yes

Fund?: Renewal

Requirement?:

Information

Request/Subject

Arizona Criminal Justice Commission Drug, Gang, and Crime Control
Grant Agreement No. DC-23-023

Background Information

Grant Agreement No. DC-23-023 - This grant has been in effect for 36 years and it is also known as the Byrne Prosecution Grant. This grant assists with funding a full-time prosecutor for drug and violent crime prosecution.

The total to be paid by the Commission under this Grant Agreement shall not exceed:

State: \$36,887.04

Federal: \$31,932.07

Match: \$22,939.70

Grand Total: \$91,758.81

This grant requires a match in the amount of \$22,939.70 which will come from the County's General Fund.

Evaluation

Grant Agreement No. DC-23-023 - The Drug, Gang, and Crime Control Grant is essential to provide funding for the salary and benefits of a prosecutor who works in tandem with the Gila County Narcotics Task Force.

Conclusion

Grant Agreement No. DC-23-023 - The Drug, Gang, and Crime Control Program allows state, county, local and tribal governments to support activities that combat drugs, gangs, and violent crime. This grant provides a significant portion of the funding for a full-time prosecutor to work in tandem with the Gila County Narcotics Task Forces in an effort to curb crime in Gila County through investigation, arrest, and prosecution.

Recommendation

Grant Agreement No. DC-23-023 - That the Gila County Board of Supervisors approves the Arizona Criminal Justice Commission Drug, Gang, and Crime Control Grant Agreement in the amount of \$91,758.81. The Chairman's electronic signature is required.

Suggested Motion

Information/Discussion/Action for the Board Chairman to electronically sign Arizona Criminal Justice Commission FY 2023 Drug, Gang, and Crime Control Grant Agreement No. DC-23-023 in the amount of \$91,758.81 for the period of July 1, 2022, to June 30, 2023. **(Jessica Scibelli)**

Attachments

DC-23-023 Award Letter

DC-23-023 Grant Agreement

DocuSign Instructions



Arizona Criminal Justice Commission

June 03, 2022

Chairperson
STEVE STAHL
Law Enforcement Leader

Vice-Chairperson
SHEILA POLK
Yavapai 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
Maricopa County Attorney

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

Attn: Bradley D Beauchamp, Gila County Attorney
Gila County Attorney's Office
1400 E. Ash St.
Globe, AZ 85501

RE: Drug, Gang, and Violent Crime Control (DGVCC) FY 2023 Award, DC-23-023

Dear Bradley D Beauchamp,

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 FY 2023 Drug, Gang, and Violent Crime Control Program.

Paragraphs six and seven of the enclosed agreement provide the amount of funding awarded to your agency and the specific positions 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, as well as 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: Annual Completion of Civil Rights Training is required for this grant. 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 EEOC information: <https://ojp.gov/about/offices/ocr.htm>.

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

Sincerely,

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



ARIZONA CRIMINAL JUSTICE COMMISSION
DRUG, GANG, AND VIOLENT CRIME CONTROL
GRANT AGREEMENT

ACJC Grant Number DC-23-023

Catalog of Federal Domestic Assistance (CFDA) Number 16.738

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

Grantee Name: Gila County Attorney's Office

Grantee's UEI Number: C8EKKJK67XB1

Grantee Period of Performance Start and End Date: 07/01/2022 to 06/30/2023

Amount of Federal Funds Obligated by this Agreement: \$31,932.07

Total Amount of Federal Funds Obligated to the Grantee: \$31,932.07

Indirect Cost Rate used by the Grantee under this Agreement: 0%

CFDA Number and Name: 16.738 - Edward Byrne Memorial Justice Assistance Grant (JAG) Program

Name of Federal Awarding Agency: Department of Justice, Office of Justice Programs

Total Amount of the Federal Award in this Agreement: \$3,493,965.00

Federal Award Identification Number (FAIN): 2020-DJ-BX-0050

Federal Award Date: 10/01/2020

Federal Award Project Description:

In general, JAG funds awarded to a state under this FY2023 solicitation may be used to provide additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice, including for any one or more of the following:

Law enforcement programs

Prosecution and court programs

Prevention and education programs

Corrections and community corrections programs

Drug treatment and enforcement programs

Planning, evaluation, and technology improvement programs

Crime victim and witness programs (other than compensation)

Mental health programs and related law enforcement and corrections programs

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 7th day of June, 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 July 01, 2022 and terminate on June 30, 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 sixty (60) 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 noncompliance with this Agreement. If the COMMISSION finds noncompliance, the GRANTEE will receive a written notice which identifies the area of noncompliance, 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 and/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:

A. If to the COMMISSION:

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

B. If to the GRANTEE:

Gila County Attorney's Office
1400 E. Ash St.
Globe, AZ 85501
Attn: Civil Attorney, Jessica Scibelli

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	
PERSONAL SERVICES	
Salaries	\$71,349.00
Fringe Benefits*	\$20,409.81
OVERTIME	
Wages	\$0.00
Fringe Benefits*	\$0.00
PROFESSIONAL CONSULTANT & CONTRACTUAL SERVICES	
Wages	\$0.00
Fringe Benefits*	\$0.00
TRAVEL EXPENSES	
In-State Travel	\$0.00
Out-of-State Travel	\$0.00
EQUIPMENT	
Capital	\$0.00
Non-Capital	\$0.00
OPERATING EXPENSES	
Supplies	\$0.00
Registration/Training	\$0.00
Other Operating Expenses	\$0.00
Confidential Funds	\$0.00
Additional Expenses	\$0.00
TOTAL BUDGET	\$91,758.81

***Reference the ACJC manuals for definition of approved fringe benefit.**

POSITIONS FUNDED: Deputy Gila County Attorney (.75)

EQUIPMENT FUNDED:

7. The total to be paid by the COMMISSION under this Agreement shall not exceed \$31,932.07 in federal funds awarded to the COMMISSION by the U.S. Department of Justice (USDOJ), Office of Justice Programs (OJP) and \$36,887.04 in state funds. If this grant has a matching requirement, GRANTEE understands that other federal grant funds cannot be used as a match for this grant. The matching amount for this award is \$22,939.70.

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 for any damages as a result of termination under this paragraph.

9. GRANTEE agrees that if it currently has an active award of federal funds or if it receives any other award of federal funds during the period of performance for 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, of the potential of duplication, and if so requested by the COMMISSION, seek a budget modification or change-of-project-scope grant adjustment (GA) to eliminate any inappropriate duplication of funding.

10. GRANTEE agrees to retain all books, account reports, files and other records, (paper and/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 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 own 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 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. 200.313(e)(1) through (4) *Uniform Administrative Requirements for Grants and Cooperative Agreements-Equipment*, when the equipment is no longer needed for the grant program **Link: e-CFR Navigation Aid at** <http://www.ecfr.gov/cgi-bin/ECFR?page=browse>.

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 such time as 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 who are considered high risk.

20. GRANTEE understands that financial reports are required as an accounting of expenditures for either reimbursement or COMMISSION-approved advance payments.

21. The final request for reimbursement of grant funds must be received by the COMMISSION no later than sixty (60) days after the last day of the award period.

22. All goods and services must be received or have reasonable expectations thereof and placed in service by GRANTEE by the expiration of this award.

23. GRANTEE agrees that all encumbered funds must be expended and that goods and services must be paid by GRANTEE within sixty (60) days of the expiration of this award.

24. GRANTEE agrees to remit all unexpended grant funds to the COMMISSION within thirty (30) days of written request from the COMMISSION.

25. 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* at https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf.

26. GRANTEE agrees to obtain written COMMISSION approval for all sole source procurements in excess of \$150,000.

27. GRANTEE agrees to obtain written COMMISSION approval prior to the expenditure of grant funds for consultant fees in excess of \$650 per day.

28. GRANTEE agrees to not 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.)

29. GRANTEE agrees not to use grant funds for food and/or beverage unless explicitly approved in writing by the COMMISSION.

30. 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, trainings, and other events, including the provision of food and/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 (currently, as section 3.10 "Postaward Requirements" in the DOJ Grants Financial Guide).

31. No funds shall be used to supplant federal, state, county or local funds that would otherwise be made available for such purposes. Supplanting means the deliberate reduction of state or local funds because of the existence of any grant funds.

32. 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.

33. 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 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 own expenses and attorney's fees.

34. 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.

35. 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.

36. 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.

37. 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".

38. Restrictions and certifications regarding non-disclosure 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 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 currently 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.

39. GRANTEE agrees to notify the COMMISSION within ten (10) days in the event that the project official is replaced during the award period.

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

41. GRANTEE will comply with the audit requirements of Uniform Guidance (2 CFR 200 subpart F 200.500) 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:** *Audit Requirements for OJP Awards* at <https://ojp.gov/funding/pdfs/AuditRequirementsPart200.pdf>.

42. GRANTEE certifies that it will comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") and the OJP Financial Guide. **Link:** *2 C.F.R Part 200 for OJP Awards* at <https://ojp.gov/funding/Part200UniformRequirements.htm> .

43. Compliance with general appropriations-law restrictions on the use of federal funds for awards made after FY 2018. GRANTEE or sub-grantee at any tier, 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, 2021* at <https://ojp.gov/funding/Explore/FY21AppropriationsRestrictions.htm> .

44. GRANTEE agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or sub award 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.
45. 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 and/or criminal penalties.
46. 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* at <https://www.sam.gov/SAM/>.
47. 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 Unique Entity Identifier (UEI) profile and active registration with the System for Award Management (SAM) database.
48. 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.
49. 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* at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.
50. GRANTEE agrees to cooperate and participate with any and 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.
51. 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.
52. 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-DJ-BX-0050 awarded by the Department of Justice, Office of Justice Programs, 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."
53. GRANTEE agrees to comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 34 U.S.C. § 10228(c); the Victims of Crime Act of 1984, as amended, 34 U.S.C. § 20110(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 34 U.S.C. § 11182(b); and VAWA, as amended, 34 U.S.C. § 12291(b)(13), contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions. Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment. An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEOP (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(c), .205(c)(5)). If in the three years prior to 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.

54. In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, Guidance to Federal Financial Assistance Recipient Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website: **Link:** *Limited English Proficiency A Federal Interagency* at <http://www.LEP.gov>.

55. GRANTEE agrees to comply with the applicable requirements of 28 CFR Part 38, the Department of Justice regulation governing "Partnerships with Faith - Based and Other Neighborhood Organizations" (the "PFNBO"). The PFNBO Regulation provides in part that Department of Justice 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 PFNBO 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 on the basis of 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#NDPFaith>.

56. 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 of 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.

57. 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.

58. GRANTEE assures that it will comply with all state and federal laws regarding privacy during the course of 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 are applicable 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.

59. GRANTEE agrees to formulate and keep on file an EEOP (if GRANTEE is required pursuant to 28 CFR 42 Subpart E). 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 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 (see 28 CFR 42.204(c), .205(c)(5)).

60. 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.
61. 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.
62. 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.
63. GRANTEE must promptly refer to the COMMISSION any credible evidence that a principal, employee, agent, contractor, subgrantee, contractor, subcontractor, or other person has, in connection with funds under this award, has either 1) submitted a false claim that violates 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. The COMMISSION shall forward the referral to the Department of Justice, Office of the Inspector General.
64. 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 during the course of performing work funded by this grant. Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 2009).
65. 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.
66. 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.
67. 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.
68. 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.
69. 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.

70. 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.
71. 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.
72. 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.
73. 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 Grant Agreement Continuation Sheet.
74. 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. Part 200 Uniform Requirements.
75. This Agreement is subject to cancellation pursuant to the provision of A.R.S. § 38-511. This Agreement may also be cancelled at the COMMISSION'S discretion if not returned with authorized signatures to the COMMISSION within 90 days of commencement of the award.
76. 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.
77. 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 inform the COMMISSION of change in personnel responsible for civil rights compliance within ten days. Link: <http://www.azcjc.gov/grants>.
78. 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 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 related 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.
79. 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: <http://niem.github.io/reference/specifications/>.
80. 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 https://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.

81. 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.

82. GRANTEE must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The GRANTEE'S breach procedures must include a requirement to report actual or imminent break of PII to the COMMISSION no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

83. GRANTEE acknowledges the requirements of the award; remedies for non-compliance or for materially false statements. The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Failure to comply with any or more of these award requirements-whether a condition set out in full below, a condition incorporated by the reference below, or a certification or assurance related to conduct during the award period may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold funds, disallow costs, or suspend or terminate the award. The Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable, such provision shall be deemed severable from this award.

84. Employment eligibility verification for hiring under the award

The GRANTEE must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the GRANTEE properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the GRANTEE who are or will be involved in activities under this award of both--

(1) This award requirement for verification of employment eligibility, and

(2) The associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirement), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

85. GRANTEE agrees to comply with all Special Condition(s) included with this Agreement on the Grant Agreement Continuation Sheet.

86. GRANTEE understands that grant funds may not be released until GRANTEE is compliant with all requirements of grant agreement.



ARIZONA CRIMINAL JUSTICE COMMISSION
DRUG, GANG, AND VIOLENT CRIME CONTROL
GRANT AGREEMENT CONTINUATION SHEET
SPECIAL CONDITION(S)

ACJC Grant Number DC-23-023

1. GRANTEE must submit the following documents within 45 days of award. Failure to submit the documents will result in a hold of grant funding. Documents may be accessed and submitted through the GRANTEE's Grants Portal "Attachment" section.

a. ACJC Subawardee Questionnaire can be completed in the ACJC Grants Portal at:
<https://grantsportal.azcjc.gov>.

b. Benchmark Worksheet can be submitted through the ACJC Grants Portal at: <http://acjcreporting.azcjc.gov>.

c. For any agency that is eligible to receive income as a result of grant-funded activities, it must complete the ACJC Program Income Worksheet on the ACJC Grants Portal under Manage Personnel.

Before the COMMISSION may transmit Federal Funds from FY 2023 Byrne/JAG grant the GRANTEE is required to submit the properly executed certification and assurance by the Chief Executive of the Applicant Government.

d. Certifications and Assurances by the Chief Executive of the Applicant Government. Failure to submit the certification will result in a hold of Federal funds. Certification can be obtained at:
<https://bja.ojp.gov/sites/g/files/xyckuh186/files/media/document/fy-20-local-jag-ce-certification.pdf>.

2. GRANTEE agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

3. GRANTEE agrees to comply with all confidentiality requirements of 34 U.S.C. and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. GRANTEE further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.

4. GRANTEE ensures that it uses generally accepted laboratory practices and procedures as established by accrediting organizations or appropriated certifying bodies.

5. Absent prior express written approval from the COMMISSION, rates for any lodging charged to the grant may not exceed the posted GSA rate for the location. If the GRANTEE opts to obtain lodging at a higher rate, the cost differential, including associated taxes may not be charged to the award.

6. GRANTEE acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward; and (2) any rights of copyright to which a recipient or subrecipient purchases ownership with Federal support.

7. GRANTEE acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under an award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

8. GRANTEE agrees to comply with the Government Performance and Results Act (Pub. L. No. 103-62) and the GPRA Modernization Act of 2010 (Pub. L. No. 111-352). Performance for current year award is measured by: 1) percent reduction in the average number of days from the submission of a sample to a forensic science laboratory to the delivery of test results to a requesting office or agency (calculated by reporting the average number of days to process a sample at the end of the grant period; 2) percent reduction in the number of backlogged forensic cases at the beginning of the award period versus the number number of backlogged forensic cases at the end of the award period), if applicable to the grant; and 3) number of forensic science or medical examiner personnel who completed appropriate training or educational opportunities with current year Coverdell funds, if applicable to the award. GRANTEE is required to collect and report data relevant to these measures.

SPECIAL CONDITION(S) (Continued):

9. GRANTEE understands and agrees that program income earned during the award period and expenditures from program income must be reported quarterly with a final report. These funds are subject to audit. Program income that is earned during the final sixty (60) days of the award period, if appropriate, must be obligated and expended for permissible uses during the sixty-day (60-day) period following the award period. Any program income that is earned, but not obligated or expended within sixty (60) days of the end of the award period must be returned to the COMMISSION.
10. GRANTEE agrees that within 120 days of award, for any law enforcement task force funded with these funds, the task force commander, agency executive, task force officers and other task force members of equivalent rank, will complete required online (internet-based) task force training to be provided free of charge through BJA's Center for Task Force Integrity and Leadership (www.ctfli.org). Task force members need only take the training once every four years. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement. GRANTEE will compile and maintain a task force personnel roster and course completion certificates.
11. Quarterly performance metrics reports must be submitted through BJA's Performance Measurement Tool (PMT) website (<https://ojpsso.ojp.gov/>). For more detailed information on reporting and other JAG requirements, refer to the AJG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.
12. Any law enforcement agency receiving direct or sub-awarded JAG funding must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.
13. GRANTEE assures if they are a state agency that the State Information Technology Point of Contact receive written notification regarding any information technology project funded by this grant. GRANTEE agrees to keep on file documentation showing that it has met this requirement.
14. GRANTEE agrees and understands that funded activities may require the preparation of an Environmental Assessment (EA) as defined by the Council of Environmental Quality's Regulations for implementing the Procedural Provisions of the National Environmental Policy Act (NEPA), found at 40 CFR Part 1500.
15. 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. The GRANTEE agrees and understands that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The GRANTEE further understands and agrees to requirements for implementation of a Mitigation Plan, as detailed at <https://www.bja.gov/Funding/nepa.html> for programs relating to methamphetamine laboratory operations.
16. GRANTEE agrees that any information technology system developed or supported by funds will comply with 28 CFR Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation be applicable. Should OJP determine 28 CFR Part 23 to be applicable, OJP may at its discretion, perform audits of the system, as per 28 CFR 23.20(g). Should any violation of 28 CFR Part 23 occur, GRANTEE may be fined as per 42 USC 3789g(c)-(d). GRANTEE may not satisfy such a fine with federal funds.
17. GRANTEE agrees that no JAG funds may be expended on unmanned aircraft, unmanned aircraft systems, or aerial vehicles (US, UAS, or UAV) without prior express written approval from Commission.
18. If JAG Program funds will be 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 JAG funding 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/backlogreduction-program.aspx.
- In addition, funds may not be used for purchase of DNA equipment and supplies when the resulting DNA profiles from such technology are not accepted for entry into CODIS.

SPECIAL CONDITION(S) (Continued):

19. Unreasonable restrictions on competition und the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any award.

1. No discrimination, in procurement transactions, against associates of the federal government

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 transactions [to] be conducted in a manner providing full and open cometition 'and forbidding practices 'restrictive of competition,' such as '[p]lacing unreasonable requirements on firms in order for them to qualify to do business' and taking '[a]ny arbitrary action in the procurement process') -no 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 200.319(a) or as specifically authorized by USDOJ.

2. Rules of construction

a. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at the present) by or on behalf of the federal government- as an employee, contractor or subcontractor (at any tier), grant recipient or- subgrantee (at any tier), agent, or otherwise- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work project, or activity (or to provide such goods or services) in future.

b. Nothing in this condition shall be understood to authorize or require any grantee, any subgrantee at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

20. GRANTEE must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm>.

21. If the recipient is designated "high risk" by a federal grant-making agency currently or at anytime 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. 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.

22. Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the GRANTEE uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Criminal Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information or other records that are "eligible records" (under federal or State law) relevant to the NICS, the GRANTEE must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS relevant "eligible records". In the event of minor and transitory

SPECIAL CONDITION(S) (Continued):

non-compliance, the GRANTEE may submit evidence to demonstrate diligent monitoring of compliance with this condition. COMMISSION will give great weight to any such evidence in any express written determination regarding this condition.

23. GRANTEE acknowledges JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

24. GRANTEE agrees to the completion of the ACJC Subawardee Questionnaire within 45 days of the start date of this award.

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

Authorized Official Initials: _____

Drug, Gang, and Violent Crime Control

ACJC Grant Number DC-23-023

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

FOR GRANTEE:_____
Authorized Signatory_____
Date_____
Printed Name & Title_____
Additional signature(s) if required by political subdivision_____
Date_____
Printed Name & Title**ATTEST:**_____
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 Agreement:_____
Legal Counsel for GRANTEE_____
Date_____
Printed Name & Title**Statutory or other legal authority to enter into Agreement:**_____
Appropriate A.R.S., Ordinance, or Charter Reference**FOR CRIMINAL JUSTICE COMMISSION:**_____
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

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 own list of persons to be insured.)

b. 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.

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. 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 own list of persons to be insured.)

Exhibit "A" Page 2

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. 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, a notice if a policy is suspended, voided, or cancelled for any reason. Such notice shall be mailed, emailed, hand delivered or sent by facsimile transmission to (Enter Contracting Agency Representative's 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:

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 prior to, 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.

Exhibit "A" Page 3

Subcontractors:

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable 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 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.

END OF GRANT AGREEMENT DOCUMENTS

Certificate Of Completion

Envelope Id: E2D7CEE3DEF54B5D8F3414F5BB8D4357

Status: Sent

Subject: Please DocuSign: FY 2023 Drug Program Grant Agreement, DGVCC Grant Agreement Instructions

Source Envelope:

Document Pages: 23

Signatures: 0

Envelope Originator:

Certificate Pages: 5

Initials: 0

Siyeni Yitbarek

AutoNav: Enabled

syitbarek@azcjc.gov

Envelopeld Stamping: Enabled

IP Address: 159.87.74.2

Time Zone: (UTC-07:00) Arizona

Record Tracking

Status: Original

Holder: Siyeni Yitbarek

Location: DocuSign

6/7/2022 4:26:58 PM

syitbarek@azcjc.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Arizona Criminal Justice Commission

Location: DocuSign

Signer Events**Signature****Timestamp**Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**
Not Offered via DocuSignSecurity Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**
Not Offered via DocuSign

Andrew LeFevre

alefevre@azcjc.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**
Not Offered via DocuSign**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp**

Debra Blair

dblair@gilacountyaz.gov

Sent: 6/7/2022 4:28:51 PM

Security Level: Email, Account Authentication
(None)

Viewed: 6/8/2022 7:58:04 AM

Electronic Record and Signature Disclosure:

Accepted: 6/8/2022 7:58:04 AM

ID: b4dc3f2d-8cbf-4e7c-8266-04cb970e8ee4

Company Name: Arizona Criminal Justice Commission

Intermediary Delivery Events**Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Carbon Copy Events	Status	Timestamp
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Debra Blair

dblair@gilacountyaz.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Accepted: 6/8/2022 7:58:04 AM

ID: b4dc3f2d-8cbf-4e7c-8266-04cb970e8ee4

Company Name: Arizona Criminal Justice Commission

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent

Hashed/Encrypted

6/7/2022 4:28:51 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Arizona Criminal Justice Commission (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Arizona Criminal Justice Commission:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: alefevre@azcjc.gov

To advise Arizona Criminal Justice Commission of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at alefevre@azcjc.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Arizona Criminal Justice Commission

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to alefevre@azcjc.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Arizona Criminal Justice Commission

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to alefevre@azcjc.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Arizona Criminal Justice Commission as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Arizona Criminal Justice Commission during the course of your relationship with Arizona Criminal Justice Commission.

ARF-7567

Regular Agenda Item 3. D.

Regular BOS Meeting

Meeting Date: 09/20/2022

Submitted For: Mary Springer, Finance Director

Submitted By: Mary Springer, Finance Director

Department: Finance

Fiscal Year: FY22-24

Budgeted?: Yes

Contract Dates 08012022-06302024 Grant?: No

Begin & End:

Matching No

Fund?: New

Requirement?:

Information

Request/Subject

Approval of Intergovernmental Agreement No. 08302022 with Central Arizona Governments to provide financial assistance in the amount of \$33,279.78 to continue the regional public transportation authority project.

Background Information

Over the past several years the public transportation operating within Gila County has been delineated between the north and the south and does not function as a County-wide public transportation service to support the residents of all Gila County communities. Current funding for both public transportation services is also left to public entities and private non-profit entities who are willing to participate. In an effort to provide a regional public transportation solution that is efficient and cost-effective, Central Arizona Governments (CAG) has engaged a consulting firm AECOM, to develop the creation of a regional public transportation authority. Central Arizona Governments is requesting the County's financial support to continue with this effort.

Evaluation

A regional public transportation plan that is efficient, cost-effective, and provides for a funding mechanism that supports transportation for Gila County communities is the desired outcome of the project.

Conclusion

In order to complete the regional public transportation authority plan, it is in the best interest of residents within Gila County to fund the project.

Recommendation

Staff recommends approval of Intergovernmental Agreement No. 08302022 to fund the Regional Public Transportation Authority Project.

Suggested Motion

Information/Discussion/Action to approve Intergovernmental Agreement No. 08302022 with Central Arizona Governments to fund the Regional Public Transportation Authority Project in the amount of \$33,279.78.

(Mary Springer)

Attachments

IGA 08302022 CAG

INTERGOVERNMENTAL AGREEMENT 08302022

BETWEEN

CENTRAL ARIZONA GOVERNMENTS

AND GILA COUNTY

PERTAINING TO CREATION OF AN INTERGOVERNMENTAL PUBLIC TRANSIT AUTHORITY, A SEPARATE LEGAL ENTITY

This Intergovernmental Agreement is made and entered into by and between **CENTRAL ARIZONA GOVERNMENTS**, a regional planning organization serving Gila and Pinal Counties in the State of Arizona, and **GILA COUNTY** ("County"), a political subdivision of the State of Arizona, hereinafter collectively referred to as "the Parties."

RECITALS

WHEREAS, this Intergovernmental Agreement ("IGA") is authorized pursuant to A.R.S. §§ 11-951, et seq., A.R.S. § 11-254.04.; and,

WHEREAS, the Parties have a mutual interest in creating a regional intergovernmental public transportation authority in Gila County; and,

WHEREAS, Gila County residents are in need of a public transit authority that will support public transit throughout Gila County that will provide access to reliable public transportation in the communities within Gila County; and,

WHEREAS, Central Arizona Governments has engaged AECOM a company contracted to develop the regional intergovernmental public transportation authority plan; and,

WHEREAS, the Parties have a mutual interest in working towards developing the regional intergovernmental public transportation authority to support social, economic and workforce resiliency for Gila County residents; and,

WHEREAS, in order to move forward with the development of the regional intergovernmental public transportation authority plan it is necessary to enter into an Intergovernmental Agreement.

WHEREAS, the Gila County Board of Supervisors has determined that exploring the creation of a regional intergovernmental public transportation authority will otherwise improve or enhance the economic welfare of the inhabitants of the County.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the Parties agree as follows:

- I. County agrees to financially assist with the cost of exploring the creation the regional intergovernmental public transportation authority plan.
- II. The amount of financial assistance required to complete project is:
 - a. AECOM \$27,279.78
 - b. CAG \$5,000.00

c. Total amount of financial assistance provided by Gila County \$33,279.78

III. The term of this agreement shall be from 8/1/2022 through 6/30/2024.

IV. Representatives of the Parties:

The Gila County Manager and the Central Arizona Governments Transportation Director, or their designee, shall serve as their entity's respective representative.

V. General Provisions:

a. Should a dispute arise regarding the interpretation of this IGA, the Representatives of the Parties shall attempt to resolve the same within five (5) days. If unable to do so, the Chairman of the County Board of Supervisors and the Central Arizona Governments Director shall make such efforts, as necessary, to resolve any such dispute. The terms of a resolution to any dispute arising out of this IGA shall be substantiated in writing.

b. Any dispute not resolved pursuant to paragraph (1) of this Section shall be submitted to arbitration as set forth I A.R.S. §12-1518.

c. This IGA may be terminated in accordance with the provisions of A.R.S. §38-511. Either Party may terminate this Agreement by providing a 30-day written notice to the other Party.

d. All notices or demands upon the Parties shall be in writing and delivered to:

Central Arizona Governments
2540 W Apache Trail Suite #108
Apache Junction, Arizona 85120

Gila County
1400 E. Ash Street
Globe, AZ 85501

e. Attached hereto and incorporated herein by reference is the determination of each Party's legal counsel of their respective authority to enter into this IGA and, further, that the IGA is in proper form.

f. Non-Appropriation: The Parties are both governmental entities, 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 either Party's obligations under this contract, then this contract shall automatically expire without penalty to either Party after written notice to the other Party of the unavailability and non-appropriation of public funds. It is expressly agreed that both Parties shall only activate this non-appropriation provision as an emergency fiscal

measure. Neither Party shall activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract.

- g. Indemnification: To the fullest extent permitted by law, each Party (as “Indemnitor”) agrees to indemnify, defend, and hold harmless the other Party, its departments, officers, officials, agents, and employees (collectively “Indemnatee”) without limitation from and against any and all claims, damages, losses, liabilities, fees, fines, costs, or expenses (including, but not limited to, attorney fees, court costs, and cost of appellate proceedings) relating to, arising from, resulting from or alleged to have arisen from or resulted from this Agreement. Indemnitor’s duty to defend, indemnify, and hold harmless Indemnatee shall arise in connection with any and all claims, damages, losses, liabilities, fees, fines, or expenses, that are attributable to bodily injury, personal injury, sickness, disease, death, or damage to, or destruction of tangible or intangible property including the loss of use therefrom caused in whole or in part by any act, error, mistake or omission of Indemnitor, its departments, officers, officials, employees, agents, vendors, subcontractors or anyone for whose acts Indemnitor may be liable. Indemnitor agrees to waive all rights of subrogation against Indemnatee. The obligations under this Paragraph shall survive the termination of this Agreement.
- h. Anti-Terrorism Warranty: Pursuant to A.R.S. §§ 35-391.06(A) and 35-393.06(B), the Parties certify that they do not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.
- i. Legal Arizona Workers Act Compliance: The County hereby warrants that it will at all times during the life of this Contract comply with all federal immigration laws applicable to the employment of their employees, and with the requirements of A.R.S. §23-214(A) (together with the “State and Federal Immigration Laws”). The County shall further ensure that each subcontractor who performs any work for the County under this contract likewise complies with the State and Federal Immigration Laws.

The County shall the right at any time to inspect the books and records of any subcontractor in order to verify such party’s compliance with the State and Federal Immigration Laws. Any breach of the County’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. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, the County 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. The County shall advise each subcontractor of the 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 the County may inspect the Subcontractor's books and records to insure that the 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."

J. CERTIFICATION NO FORCED LABOR

Certification of No Forced Labor: The Company does not currently, and agrees for the duration of this Agreement that the Company will not use:

1. The forced labor of Ethnic Uyghurs in the People's Republic of China;
2. Any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China; and,
3. Any Vendors, subcontracts, or suppliers that use the forced labor or any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China.

The Company further agrees that if the Company becomes aware, during the term of the Agreement, that the Company is not in compliance with this Certification, the Company shall notify the County within 5 business days after becoming aware of the non-compliance. If the Company does not remedy the non-compliance within 180-days after sending notice of non-compliance, this Agreement shall automatically terminate.

IN WITNESS WHEREOF, the Parties have executed this IGA this ____ day of _____, 2022.

CENTRAL ARIZONA GOVERNMENTS

GILA COUNTY

By: Andrea Robles
Title: Andrea Robles, Executive Director

By: _____
Title: Woody Cline, Chairman
Board of Supervisors

Date: 09/02/2022

Date: _____

ATTEST:

ATTEST:

NAME – TITLE

James Menlove, Clerk of the Board

**INTERGOVERNMENTAL AGREEMENT
DETERMINATION**

Pursuant to A.R.S. §11-952, the foregoing Intergovernmental Agreement (IGA) with **CENTRAL ARIZONA GOVERNMENTS** has been submitted to the undersigned as attorney for **GILA COUNTY**. The undersigned County Attorney has determined that said IGA is in proper form and is within the powers and authority granted under the laws of the State of Arizona to **GILA COUNTY**.


DATED this ____ day of _____, 2022.

By: _____
Gila County Attorney's Office

**INTERGOVERNMENTAL AGREEMENT
DETERMINATION**

Pursuant to A.R.S. §11-952, the foregoing Intergovernmental Agreement (IGA) with **GILA COUNTY** has been submitted to the undersigned as attorney for **CENTRAL ARIZONA GOVERNMENTS**. The undersigned Counsel has determined that said IGA is in proper form and is within the powers and authority granted under the laws of the State of Arizona to **CENTRAL ARIZONA GOVERNMENTS**.

DATED this 1 day of Sept, 2022.

By: 
Attorney for CAG

ARF-7574

Regular Agenda Item 3. E.

Regular BOS Meeting

Meeting Date: 09/20/2022

Submitted For: Steve Sanders, Director

Submitted By: Steve Sanders, Director

Department: Public Works

Division: Administration

Fiscal Year: FY 22/23

Budgeted?: No

Contract Dates 10/4/22 thru

Grant?: Yes

Begin & End: 12/31/2023

Matching No

Fund?: New

Requirement?:

Information

Request/Subject

Approval of USDA Forest Service Road Project Agreement No. 22-RO-11031200-232 for the cooperation in the *Four Forest Restoration Initiative Control Road Surfacing*

Background Information

Gila County entered into a Forest Road Cooperative Agreement (Coop Agreement) on February 5, 2020, in order to plan, survey, design, construct, reconstruct, improve and maintain listed forest service roads. Schedule A, which is attached to the Coop Agreement, identifies the maintenance responsibilities of the parties.

The Coop Agreement allows for specific Project Agreements between the parties with the intent of completing work as expeditiously as available funds or work opportunities allow.

Evaluation

The scope of work for this agreement is for the design and construction associated with the paving of a section of Forest Service Road (FSR) 64 from its intersection with FSR 199 moving west to its intersection with FSR 32 (approximately 0.65 miles) and moving east to its intersection with FSR 1190 (approximately 0.48 miles). The total paving of FSR 64 from FSR 32 to FSR 1190 is, therefore, roughly 1.03 miles.

Conclusion

This surfacing project is intended to reduce dust for all homes in the area, improve the road infrastructure and enhance public health and safety.

Recommendation

The Public Works Department recommends approval of the USDA Forest Service Road Project Agreement No. 22-RO-11031200-232 for the cooperation in the Four Forest Restoration Initiative Control Road Surfacing.

Suggested Motion

Information/Discussion/Action to approve the USDA Forest Service Road Project Agreement No. 22-RO-11031200-232 for the cooperation in the *Four Forest Restoration Initiative Control Road Surfacing* in the amount of \$1,500,000. **(Steve Sanders)**

Attachments

22-RO-11031200-232 Road Project Agreement

2020 Coop FS Master Agreement

FS Agreement No. 22-RO-11031200-232
Cooperator Agreement No. _____

ROAD PROJECT AGREEMENT
Between
GILA COUNTY
And The
USDA, FOREST SERVICE, TONTO NATIONAL FOREST

This Project Agreement (agreement) is hereby made and entered into by and between Gila County, hereinafter referred to as “Gila County,” and the USDA, Forest Service, Tonto National Forest, hereinafter referred to as the “U.S. Forest Service,” as specified under the authority and provisions of the Cooperative Forest Road Agreement #20-RO-11031200-003 executed between the parties on 02/05/2020.

Project Title: Four Forest Restoration Initiative Control Road Surfacing

I. BACKGROUND:

The parties entered into a Forest Road Cooperative Agreement (Coop Agreement) on 02/05/2020. This Coop Agreement allows for the parties to cooperate in the planning, survey, design, construction, reconstruction, improvement, and maintenance of certain forest roads. The Schedule A, which is attached to the Coop Agreement, identifies the maintenance responsibilities of the parties to the specific road systems and may be revised as necessary. The process of revising the Schedule A can be labor intensive and time consuming due to requiring extensive valuations and several levels of formal review. Accordingly, formal revision of the Schedule A does not readily lend itself to rapid response times, adjusting to limited funding opportunities and a high degree of site condition specificity.

The Coop Agreement allows for specific Project Agreements between the parties with the intent of completing work as expeditiously as available funds or work opportunities allow.

The Coop Agreement identifies numerous requirements for the development of Project Agreements. These requirements include but are not limited to:

- The specific project (road) must be included in an approved U.S. Forest Service – Cooperator plan (Schedule A).
- Mutual approval.
- The cost to be borne by each party.
- The amount of cooperative funds as set forth in the Project Agreement shall be the maximum commitment of either party unless changed by a formal modification prior to incurring any expense.
- Work must be completed in accordance with agreed upon standards.



II. PURPOSE:

The purpose of this Project Agreement (agreement) is to document the parties' cooperation in the Four Forest Restoration Initiative Control Road Surfacing. The work is as described in the hereby incorporated Operating Plan, Financial Plan, and Map attached as Attachment A, B, and C respectively.

III. THE COOPERATOR SHALL:

- A. Perform in accordance with the Operating Plan and Financial Plan, Attachment A and B, respectively.
- B. Bill the U.S. Forest Service for actual costs incurred, not to exceed \$1,500,000.00.

IV. THE U.S. FOREST SERVICE SHALL:

- A. Perform in accordance with the Operating Plan and Financial Plan, Attachment A and B, respectively.
- B. PAYMENT/REIMBURSEMENT. The U.S. Forest Service shall reimburse Gila County for the U.S. Forest Service's share of actual expenses incurred, not to exceed \$1,500,000.00, as shown in the Financial Plan. The U.S. Forest Service shall make payment upon receipt of Gila County's quarterly invoice. Each invoice from Gila County must display the total project costs for the billing period.

Each invoice must include, at a minimum:

- 1) Gila County's name, address, and telephone number
- 2) U.S. Forest Service agreement number
- 3) Invoice date
- 4) Performance dates of the work completed (start and end)
- 5) Total invoice amount for the billing period

The invoice must be forwarded to:

U.S. Forest Service
Albuquerque Service Center
Payments – Grants & Agreements
101B Sun Ave NE
Albuquerque, NM 87109

EMAIL: SM.FS.ASC_GA@USDA.GOV

FAX: 877-687-4894

Send a copy to: Cory Brunsting, electronically at cory.brunsting@usda.gov

**V. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:**

- A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Steve Sanders 745 N Rose Mofford Way Globe, AZ 85501 Telephone: 928-402-8530 Email: ssanders@gilacountyaz.gov	Steve Sanders 745 N Rose Mofford Way Globe, AZ 85501 Telephone: 928-402-8530 Email: ssanders@gilacountyaz.gov

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Cory Brunsting 2324 E McDowell Road Phoenix, AZ 85006 Telephone: 602-762-3220 Email: cory.brunsting@usda.gov	Brian Speeg 333 Broadway Blvd SE Albuquerque, NM 87102 Telephone: Email: brian.speeg@usda.gov

- B. ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE ENTITIES. This agreement is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, P.L. No. 112-74, Division E, Section 433 and 434 as continued by Consolidated and Further Continuing Appropriations Act, 2013, P.L. No. 113-6, Division F, Title I, Section 1101 (a)(3) regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by entering into this agreement Gila County acknowledges that it: 1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the agreement, unless a suspending and debarment official of the United States Department of Agriculture has considered suspension or debarment is not necessary to protect the interests of the Government. If Gila County fails to comply with these provisions, the U.S. Forest Service will annul this agreement and may recover any funds Gila County has expended in violation of sections 433 and 434.



- C. In the event of a conflict between this Project Agreement and the Coop Agreement, the latter shall take precedence.
- D. FREEDOM OF INFORMATION ACT (FOIA). Public access to award or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 USC 552). Requests for research data are subject to 2 CFR 215.36.

Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2008 Farm Bill).

- E. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, “Federal Leadership on Reducing Text Messaging While Driving,” any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperatives, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- F. FUNDING EQUIPMENT. Federal funding under this agreement is not available for reimbursement of Gila County’s purchase of equipment. Equipment is defined as having a fair market value of \$5,000 or more per unit and a useful life of over 1 year.
- G. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the U.S. Forest Service or Gila County from participating in similar activities with other public or private agencies, organizations, and individuals.
- H. ENDORSEMENT. Any of Gila County’s contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of Gila County’s products or activities.
- I. ALTERNATE DISPUTE RESOLUTION. In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to, conciliation, facilitation, mediation, and fact finding.
- J. PROHIBITION AGAINST INTERNAL CONFIDENTIAL AGREEMENTS: All non federal government entities working on this agreement will adhere to the below provisions found in the Consolidated Appropriations Act, 2016, Pub. L. 114-113, relating to reporting fraud, waste and abuse to authorities:



- (a) The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
 - (b) The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (a) of this award provision are no longer in effect.
 - (c) The prohibition in paragraph (a) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
 - (d) If the Government determines that the recipient is not in compliance with this award provision, it:
 - (1) Will prohibit the recipient's use of funds under this award, in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and
 - (2) May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.
- K. MODIFICATION. Modifications within the scope of this agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.
- L. TERMINATION. Either party, in writing, may terminate this agreement in whole, or in part, at any time before the date of expiration. Neither party shall incur any new obligations for the terminated portion of this agreement after the effective date and shall cancel as many obligations as possible. Full credit shall be allowed for each party's expenses and all non-cancelable obligations properly incurred up to the effective date of termination. (Excess funds must be refunded within 60 days after the effective date, OR Excess funds must be refunded in accordance with the REFUND provision of the agreement).



M. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of last signature and is effective through two years from the date of last signature at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.



N. AUTHORIZED REPRESENTATIVES. By signature below, the parties certify that the individuals listed in this document as representatives of each party are authorized to act in their respective areas for matters related to this agreement.

This agreement shall be effective as of the date herein written and shall supersede all prior existing agreements, if any, for the same roads.

WOODY CLINE, Chairman
Gila County, Board of Supervisors

Date

NEIL BOSWORTH, Forest Supervisor
U.S. Forest Service, Tonto National Forest

Date

JAMES MENLOVE
Gila County, Clerk of the Board

Date

The authority and format of this agreement have been reviewed and approved for signature.

Karen Dyckes y Montano

Digitally signed by Karen Dyckes y Montano
Date: 2022.09.07 15:01:28 -06'00'

KAREN DYCKES Y MONTANO
U.S. Forest Service Grants Management Specialist
Agreement No. 22-RO-11031200-232

Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

Attachment A

STATEMENT OF WORK

Four Forest Restoration Initiative Control Road Surfacing

Gila County Public Works & Tonto National Forest Engineering

I. BACKGROUND

Forest Service Road (FSR) 64, Control Road, is a 2-lane, native surface, arterial road and main corridor through the Tonto National Forest as well as Gila County, Arizona. This road provides access to numerous residential communities north of Payson and below the Mogollon Rim. The road is also a connector between SR-87 and SR-260.

FSR 64 is located within the Four Forest Restoration Initiative (4FRI) area. 4FRI is a collaborative, landscape-scale initiative designed to restore fire-adapted ecosystems, which includes, among other goals, reducing fuels through timber harvesting and thus, helping to reduce the risk of unnaturally severe wildfires. FSR 64 is a primary route for transporting harvested timber associated with the 4FRI project.

Whispering Pines is a subdivision located off of FSR 64 at the intersection with FSR 199, Houston Mesa Road. Paving to the east and west of this intersection along FSR 64 for a total length of approximately 1.03 miles has been identified as a high priority Gila County transportation need. Road paving would reduce particulate matter (dust) for all homes in the area, particularly from logging trucks transporting timber. In addition to improving air quality, paving the road segment would improve system efficiency, preserve the existing infrastructure, and improve visibility, thereby enhancing safety for the travelling public and providing safer access to residential communities in the area.

The Tonto National Forest is supportive of these actions to meet the transportation needs of Gila County and the public that they serve.

II. SCOPE OF WORK

This agreement is for a Road Project Agreement underneath the Cooperative Road Maintenance Agreement that is in place with Gila County, Agreement Number: 20-RO-11031200-003. Gila County has a vested interest in paving a section of FSR 64 at the intersection with FSR 199 due to the presence of the Whispering Pines community that currently contends with poor air quality and substantial dust produced from logging trucks and other motorized vehicles.

The scope of work for this road project agreement with Gila County is for the design and construction associated with paving a section of FSR 64 from its intersection with FSR 199 moving west to its intersection with FSR 32 (approximately 0.65 miles) and moving east to its intersection with FSR 1190 (approximately 0.48 miles). Total paving of FSR 64 from FSR 32 to FSR 1190 is therefore, roughly 1.03 miles.

The Forest Service will provide Gila County (cooperator) with \$1.5M to fund one contract that will cover all construction work associated with this project, including paving the 1.03-mile section of FSR 64, incorporating new stormwater features and/or re-establishing existing features necessary for effectively managing stormwater runoff, ensuring shoulders and embankments are stabilized, restoring the roadbed in preparation for surfacing, installing traffic signs and other traffic control devices, and implementing other best management practices necessary for promoting road user safety.

Gila County surveyors will perform surveying and staking of the proposed road paving, and Gila County engineers will develop engineered drawings, specifications, and other related plans for in-house design (e.g. Temporary traffic control plan, erosion and sediment control plan, etc.). Gila County engineers will also conduct project management and contract administration for in-house design and contracted construction. None of the earmarked funds from the Forest Service will pay for Gila County staff or services.

Forest Service Engineering staff will review Gila County's engineered drawings, specifications, and other related plans (e.g. Temporary traffic control plan, erosion and sediment control plan, etc.), perform inspections of the project construction and implementation, and conduct close-out and post-construction tasks (e.g. Update ArcGIS, NRM, Travel Management, etc.).

This surfacing project is intended to reduce dust for all homes in the area, improve the road infrastructure, and enhance public health and safety.

III. DEFINITIONS

Not applicable.

IV. GOVERNMENT FURNISHED MATERIALS

No Federal Government furnished materials will be supplied as part of this agreement. Only funding is being provided under this road project agreement.

V. RECIPIENT FURNISHED ITEMS/SERVICES

Gila County will be providing the design and construction associated with paving a 1.03-mile segment of FSR 64 from FSR 32 to FSR 1190 as well as the completion of other accompanying tasks outlined in this document and in the project agreement. All work will conform to current design and construction standards and specifications.

Gila County will be responsible for coordinating any necessary reviews by other entities outside of Gila County and the Tonto National Forest. Gila County will also be responsible for obtaining any necessary signatures on this document.

VI. TIMEFRAME

The timeframe to complete items captured in this statement of work will be a maximum of two years from the final signature being obtained on the agreement documents.

VII. DELIVERABLES

- Engineered drawings and specifications
- Project schedule
- Soil test results (e.g. density, compaction, etc.) for backfill material (per Section 209 of FP-14) if required.
- Certification for asphalt concrete composition of mix (per Section 403 of FP-14).
- Aggregate test results (e.g. gradation, etc.) for base and surface course. Aggregate shall be obtained from an approved source, certified weed free.
- Sign plan (per MUTCD and FS Sign Guidelines, EM-7100-15)
- Temporary traffic control plan (per Sections 156 and 635 of FP-14).
- Erosion and sediment control plan (per Section 157 of FP-14).

IX. QUALITY ASSURANCE

- Quality Assurance reviews of revised/updated information used for this project shall be completed by Gila County. These reviews shall be coordinated with Tonto National Forest as for concurrence/approvals of the changes made.

X. POINTS OF CONTACT

- Gila County Public Works – Steve Sanders, (928) 402-8530, ssanders@gilacountyaz.gov
- Tonto National Forest Engineering – Cory Brunsting, (602) 762-3220, cory.brunsting@usda.gov
- Tonto National Forest Grants & Agreements – Tammi Banks, (480) 640-6342, tammi.banks@usda.gov

Attachment: USFS Agreement No.:
Cooperator Agreement No.: Mod. No.: **Note: This Financial Plan may be used when:**

- (1) No program income is expected and
- (2) The Cooperator is not giving cash to the FS and
- (3) There is no other Federal funding

Agreements Financial Plan (Short Form)**Financial Plan Matrix:** Note: All columns may not be used. Use depends on source and type of contribution(s).

COST ELEMENTS	FOREST SERVICE CONTRIBUTIONS		COOPERATOR CONTRIBUTIONS		(e) Total
	(a) Noncash	(b) Cash to Cooperator	(c) Noncash	(d) In-Kind	
Direct Costs					
Salaries/Labor	\$8,100.00	\$0.00	\$27,000.00	\$0.00	\$35,100.00
Travel	\$514.00	\$0.00	\$0.00	\$0.00	\$514.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Supplies/Materials	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Printing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$1,500,000.00	\$0.00	\$0.00	\$1,500,000.00
Other					\$0.00
Subtotal	\$8,614.00	\$1,500,000.00	\$27,000.00	\$0.00	\$1,535,614.00
Coop Indirect Costs		\$0.00	\$0.00		\$0.00
FS Overhead Costs	\$1,119.82				\$1,119.82
Total	\$9,733.82	\$1,500,000.00	\$27,000.00	\$0.00	
Total Project Value:					\$1,536,733.82

Matching Costs Determination	
Total Forest Service Share = (a+b) ÷ (e) = (f)	(f) 98.24%
Total Cooperator Share (c+d) ÷ (e) = (g)	(g) 1.76%
Total (f+g) = (h)	(h) 100.00%

WORKSHEET FOR

FS Non-Cash Contribution Cost Analysis, Column (a)

Salaries/Labor

Standard Calculation

Job Description		Cost/Day	# of Days		Total
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Forest Service engineering staff to review engineered drawings, specifications, and other related plans (e.g. Temporary traffic control plan, erosion and sediment control plan, etc.)	\$450.00	10.00		\$4,500.00
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Forest Service engineering staff to perform inspections of project construction and implementation.	\$450.00	6.00		\$2,700.00
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Forest Service engineering staff to conduct close-out and post-construction tasks (e.g. Update ArcGIS, NRM, Travel Management, etc.)	\$450.00	2.00		\$900.00
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Total Salaries/Labor				\$8,100.00
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Travel

Standard Calculation

Travel Expense	Employees	Cost/Trip	# of Trips		Total
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Mileage from Tonto SO to Control Road (102 miles one way) for FS engineering staff to conduct field inspections (GSA - \$0.22/mile) (Fuel cost - \$0.20/mile)	1.5	\$85.68	4.00	\$514.00
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Total Travel				\$514.00
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Subtotal Direct Costs	\$8,614.00
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Forest Service Overhead Costs

Current Overhead Rate	Subtotal Direct Costs			Total
13.00%	\$8,614.00			\$1,119.82

Total FS Overhead Costs				\$1,119.82
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TOTAL COST	\$9,733.82
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WORKSHEET FOR

FS Cash to the Cooperator Cost Analysis, Column (b)

Other Expenses

Standard Calculation

Item		# of Units	Cost/Unit		Total
------	--	------------	-----------	--	-------

Earmarked Funding under
annual budget

authorizations for one

contract that covers

construction work along

FSR 64.*

Contract

1.00

\$1,500,000.00

\$1,500,000.00

**County's estimate is based on market research and costs from other construction
contracts for similar work*

Total Other

\$1,500,000.00

Subtotal Direct Costs

\$1,500,000.00

Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs			Total
-----------------------	-----------------------	--	--	-------

\$1,500,000.00

\$0.00

Total Coop. Indirect Costs

\$0.00

Cooperator elects not to assess an indirect cost rate.

TOTAL COST

\$1,500,000.00

WORKSHEET FOR

Cooperator Non-Cash Contribution Cost Analysis, Column (c)

Salaries/Labor

Standard Calculation

Job Description	Cost/Day	# of Days	Total
-----------------	----------	-----------	-------

County surveyors to perform surveying and staking of proposed road paving	\$450.00	10.00	\$4,500.00
---	----------	-------	------------

County engineers to develop engineered drawings, specifications, and other related plans (e.g. Temporary traffic control plan, erosion and sediment control plan, etc.)	\$450.00	20.00	\$9,000.00
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County engineers to conduct project management and contract administration for in-house design and contracted construction.	\$450.00	30.00	\$13,500.00
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Total Salaries/Labor			\$27,000.00
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Subtotal Direct Costs

\$27,000.00

Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs		Total
	\$27,000.00		\$0.00

Total Coop. Indirect Costs	\$0.00
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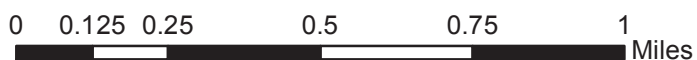
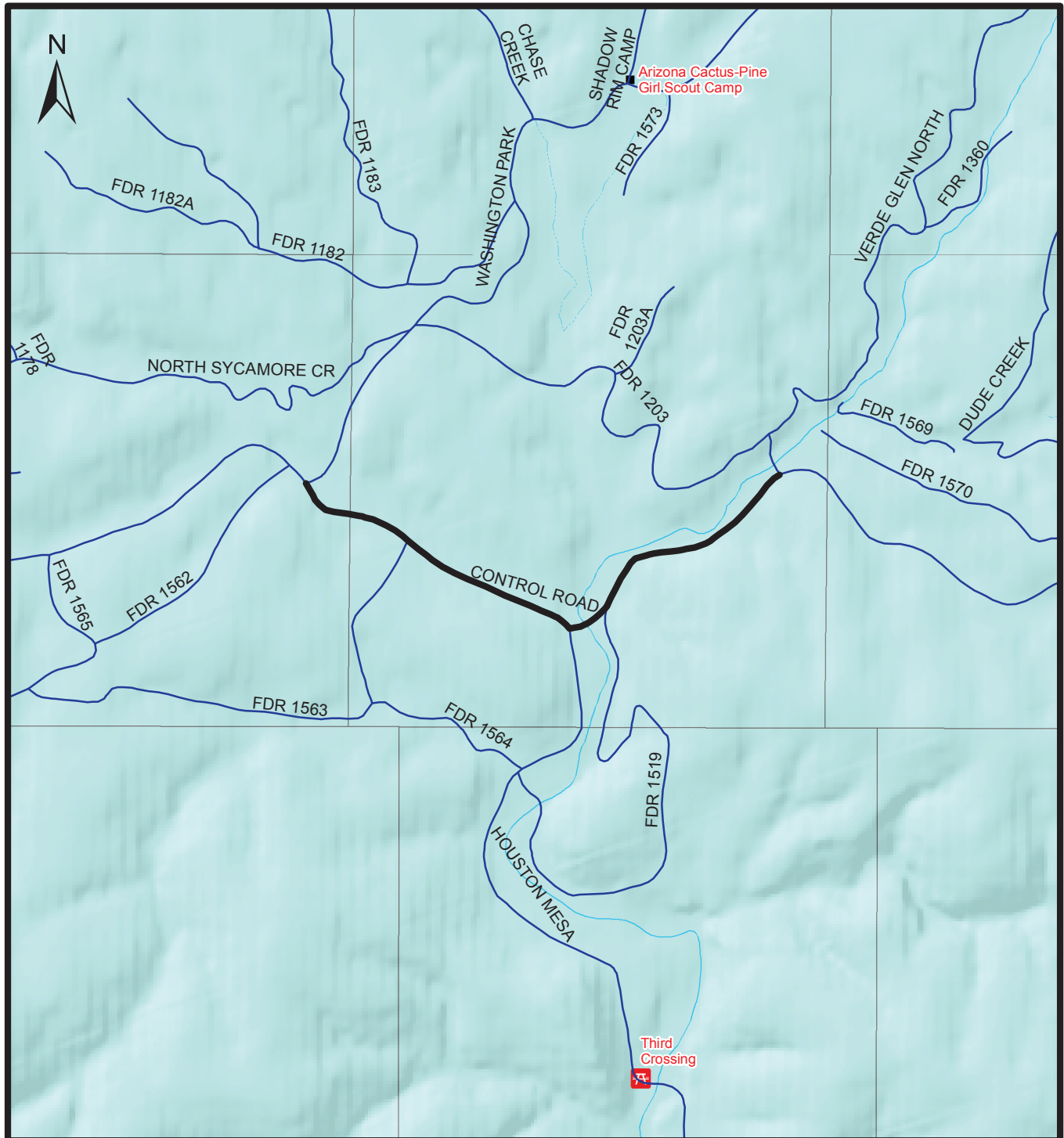
Cooperator elects not to assess an indirect cost rate.

TOTAL COST

\$27,000.00

Attachment C

4FRI Tonto Control Road Surfacing Location Map



Legend

- Control Road (FSR 64) Surfacing
- Forest Service Road
- Perennial
- Intermittent

Project Location Description

Project Beginning - Intersection with Washington Park Road (FSR 32)
Project Ending - Intersection with Verde Glen North Road (FSR 1190)

FS Agreement No. 20-RO-11031200-003

Cooperator Agreement No. _____

COOPERATIVE FOREST ROAD AGREEMENT
Between The
GILA COUNTY
And The
USDA, FOREST SERVICE
TONTO NATIONAL FOREST

PARTIES TO AGREEMENT: This agreement, made and entered into this the tenth day of November, 2019, by and between Gila County, hereinafter referred to as "Cooperator," and the USDA, Forest Service Tonto National Forest, hereinafter referred to as the "U.S. Forest Service."

PURPOSE OF AGREEMENT: The purpose of this agreement is to set forth the general terms and conditions, acceptable to the parties hereto, for the cooperative planning, survey, design, construction, reconstruction, improvement, and maintenance of certain Forest Roads in Gila County, State of Arizona, pursuant to the provisions of 16 U.S.C. 532-538, 23 U.S.C. 205, and the regulations issued by the Secretary of Agriculture.

The Congress has, from time to time, authorized and appropriated funds for "Forest Roads," which are defined as "those Forest roads of primary importance for the protection, administration, and utilization of the National Forests, or where necessary, for the use and development of the resources upon which communities within or adjacent to the National Forests are dependent." Recognizing that substantial benefits will accrue to the Nation and to the State from the construction, reconstruction, improvement, maintenance, and use of certain Forest roads and roads on the State or local road system over which Cooperator has/have jurisdiction, and further that such roads carry substantial volumes of public service traffic as well as National Forest traffic, and further that Cooperator has/have road construction, reconstruction, improvement, maintenance, and right-of-way acquisition facilities available to assist in the accomplishment of the work, it is accordingly deemed fitting and desirable to the parties hereto to express by this agreement the general terms of their mutual cooperation in that regard to achieve the maximum benefits therefrom in the public interest.

1. **INTENT TO COOPERATE.** It is the intention of the parties under this agreement to cooperate as follows:
 - a. Agree that certain roads under the jurisdiction of Cooperator or the U.S. Forest Service which serve the National Forest and also carry traffic which is properly the responsibility of Cooperator should be maintained and, if necessary, improved to a



standard adequate to accommodate safely and economically all traffic which uses such roads.

- b. Agree on the identification of roads or road segments which meet the criteria in item a by a listing and appropriate maps.
 - c. Provide for formal meetings and informal consultation on a regular basis to discuss and agree on action with respect to the roads identified pursuant to item b.
 - d. Provide for regular and adequate maintenance of the roads identified in item b, including the assignment of maintenance responsibilities.
 - e. Provide for entering into project agreements when improvements of a road under the jurisdiction of one party is to be financed in whole or in part from funds or resources provided by the other party.
 - f. Provide for appropriate jurisdictional status of roads through transfer of easements and acquisition of easements by the appropriate party.
2. IDENTIFICATION OF ROADS. A list of roads and segments of roads which meet the criteria set forth in item 1a is agreed upon and is marked "Schedule A" and attached as part of this agreement. Schedule A may be modified from time to time by agreement between Cooperator and U.S. Forest Service, by adding or removing roads or road segments, or by altering the description of a road or road segments, to give it proper identity. Each such modification shall be indicated by a revised Schedule A bearing the signatures of the parties or their authorized representatives and the effective date of the revision.
3. MAINTENANCE PLANS. At the annual meeting provided for in item 6, plans for maintaining the roads listed in Schedule A shall be agreed upon. Such plans shall include assignment of responsibility for maintenance or particular elements of maintenance to Cooperator or U.S. Forest Service for each road or segment of road listed in Schedule A. To the extent practical, and subject to availability of funds, responsibility for maintenance shall be assigned in proportion to use for which each party is properly responsible.
- Maintenance shall include preserving and keeping the roads, including structures and related facilities as nearly as possible in their original condition as constructed or reconstructed to provide satisfactory and safe road service.
- Maintenance plans shall provide for prompt changes in maintenance assignments during the period of the plan upon agreement by the parties or their designated representatives.
4. PROJECT AGREEMENTS. When improvement of a road listed in Schedule A is to be financed in whole or in part from funds or resources provided by the party not having jurisdiction, the parties shall enter into a project agreement providing for performing the improvement work and its financing. A project agreement is not required for



improvement of a road or a road segment over which the party performing and financing such improvement has jurisdiction. Project agreements shall be supplements to this general agreement and subject to the agreements, provisions, and conditions herein contained.

- a. A project agreement shall be entered into prior to beginning of improvement or construction work for which a project agreement is required.
- b. The project agreement shall include the following elements:
 1. Identification of road or road segment to be improved or constructed.
 2. Plans and specifications for the project or provision for their development and subsequent agreement thereon.
 3. Schedule of construction or improvement work and designation of the party or parties to perform the work.
 4. Estimates of cost of improvement or construction.
 5. Agreement as to how cost of work is to be borne including arrangements to share in the work or to deposit funds with the performing party for a share of the costs.
- c. If funds are provided by Cooperator on an advance basis for work to be performed by the U.S. Forest Service, they shall be deposited in the Treasury of the United States to the credit of cooperative work, U.S. Forest Service. Any unused balance of cooperative funds for the purposes outlined in the project agreement shall be returned to Cooperator after completion of the work performed or upon agreement of the U.S. Forest Service. If the cooperative funds are made available on a reimbursement basis as the work progresses or upon its completion, the U.S. Forest Service shall submit to Cooperator periodic billings, but not more often than monthly, or a final billing as the case may be.

The amount of cooperative funds as set forth in the project agreement shall be the maximum commitment of Cooperator to the project unless changed by a modification of the project agreement.

If funds are provided by the U.S. Forest Service for work to be performed by Cooperator the arrangements shall be set forth in the project agreement. Payments to Cooperator shall be made as provided for in the project agreement.

If it appears that the project cost may exceed the estimate and additional funds may be needed, no obligation shall arise against the Federal government with respect to the increased cost except by modification of the project agreement prior to incurring any commitment.



5. RIGHTS-OF-WAY. Easements or other interests in land acquired by either party shall be adequate to serve the road needs of both parties. The party having jurisdiction of an existing road or intended to have jurisdiction of a road to be constructed shall obtain the needed rights-of-way in its name. There shall be no provisions in any easement document that will prevent the U.S. Forest Service from using or authorizing the use of roads for which Federal funds were expended. The Cooperator must be in a position to assure the U.S. Forest Service the continuance of such uses for the period needed. The party acquiring the easement or other interest in land shall obtain such title evidence and title approval as required in its acquisitions for roads of comparable standards.

The costs of such easements or other interests in land are to be at the expense of the acquiring party.

The U.S. Forest Service shall cooperate in the procurement of rights-of-way over land administered by other agencies of the United States required for any project included under this agreement and shall furnish Cooperator copies of survey notes, maps, and other records.

To the extent possible under available authority, each party agrees to convey easements over lands or interests in lands it owns or administers to the other party in order to provide jurisdiction by the appropriate party as may be agreed to for any road or road segment listed on Schedule A.

6. ANNUAL MEETING AND CONTINUING CONSULTATION. The Cooperator and U.S. Forest Service shall meet at least once each year to review matters covered by this agreement and to agree on actions to implement this agreement including, but not limited to, (1) approval of changes in the listing of roads on Schedule A; (2) approval of the annual maintenance plan; (3) approval of project agreements for construction or reconstruction; and (4) approval of transfer of jurisdiction of particular roads by easement conveyance. It is also the intent of the parties to arrange for continuing consultation between their representatives with the objective of reaching prompt agreement by the parties on all matters of mutual concern which are covered by this agreement. The Forest Supervisor of the Tonto National Forest for the U.S. Forest Service, and the Chair for Cooperator shall be responsible for making the arrangements for formal meetings and continuing consultation.
7. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperatives, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the



Government.

8. MODIFICATION AND TERMINATION.

- a. This agreement may be modified by mutual consent.
- b. This agreement may be terminated by either party upon at least 90 days prior written notice, except that such termination shall in no way affect or change any commitment made authorizing the use of roads or rights-of-way for purposes for which Federal funds were expended, or any operation in progress at time of notice, and provided that such termination shall in no way affect the agreement of the parties hereto with respect to any obligations incurred under the agreement until a full settlement has been made.

9. MISCELLANEOUS.

- a. The United States shall not be liable to the recipient for any costs, damages, claims, liabilities, and judgments that arise in connection with the performance of work under this award, including damage to any property owned by the recipient or any third party.
 - b. Nothing herein contained shall be construed to obligate the U.S. Forest Service or Cooperator beyond the extent of available funds allocated or programmed for this work, or contrary to applicable laws, rules, and regulations.
 - c. No Member of, or Delegate to, the Congress, or Resident Commissioner, shall be admitted to any share or part of this agreement or to any benefits that may arise therefrom, unless it is made with a corporation for its general benefit.
 - d. Where applicable, any contract, agreement, or understanding entered into pursuant to this agreement providing for work to be performed shall include the requirements of Federal laws, Executive orders, and Regulations.
10. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Name: Steve Sanders, Director Address: Gila County Public Works 745 N Rose Mofford Way City, State, Zip: Globe, AZ 85501 Telephone: (928) 402-8899 FAX: (928) 402-4255 Email: ssanders@gilacountyaz.gov	Name: Shannon Coons Address: Gila County Public Works 745 N Rose Mofford Way City, State, Zip: Globe, AZ 85501 Telephone: (928) 402-8521 FAX: (928) 425-8104 Email: scoons@gilacountyaz.gov

**Principal U.S. Forest Service Contacts:**

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Christine Crawford Address: 2324 E. McDowell Road City, State, Zip: Phoenix, AZ 85006 Telephone: (602) 225-5279 FAX: (602) 225-5295 Email: christine.crawford@usda.gov Alternate U.S. Forest Service Program	Name: Tammi Banks Address: 2324 E. McDowell Road City, State, Zip: Phoenix, AZ 85006 Telephone: (602) 225-5383 FAX: (602) 225-5295 Email: tammi.banks@usda.gov
Name: Simon Freeman Address: 2324 E. McDowell Road City, State, Zip: Phoenix, AZ 85006 Telephone: (602) 225-5371 FAX: (602) 225-5295 Email: simon.freeman@usda.gov	

11. **ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE ENTITIES.** This agreement is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, P.L. No. 112-74, Division E, Section 433 and 434 as continually by Consolidated and Further Continuing Appropriations Act, 2013, P.L. No. 113-6, Division F, Title I, Section 1101 (a)(3) regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by entering into this agreement Cooperator acknowledges that it: 1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the agreement, unless a suspending and debarring official of the United States Department of Agriculture has considered suspension or debarment is not necessary to protect the interests of the Government. If Cooperator fails to comply with these provisions, the U.S. Forest Service will annul this agreement and may recover any funds Cooperator has expended in violation of sections 433 and 434.
12. **SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM).**




Cooperator shall maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or agreement term(s). For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.

13. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of last signature and is effective through September 30, 2025 at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement

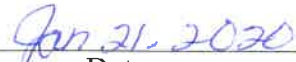
14. AUTHORIZED REPRESENTATIVES. By signature below, the parties certify that the individuals listed in this document as representatives of each party are authorized to act in their respective areas for matters related to this agreement.

The Director of Public Works is authorized by the Gila County Board of Supervisors as the authorized signatory to approve individual project agreements with cooperative funding or value by or to the County not to exceed \$50,000.

This agreement shall be effective as of the date herein written and shall supersede all prior existing agreements, if any, for the same roads.



WOODY CLINE, Chairman
Gila County Board of Supervisors



Date

NEIL J. BOSWORTH, Forest Supervisor
U.S. Forest Service, Tonto National Forest

Date



Attest:

MARIAN SHEPPARD
Clerk of the Board

Date

Marian Sheppard
Jefferson Dalton, for
Charles Shire

1-21-20

1/21/20

Approved as to Form:
The Gila County Attorney's Office

Date

The authority and format of this agreement have been reviewed and approved
for signature.**BYRON KEELY** Digitally signed by BYRON KEELY
Date: 2019.11.13 10:44:28 -07'00'BYRON KEELY (20-RO-11031200-003)
U.S. Forest Service Grants & Agreements
Specialist

Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

GILA COUNTY SCHEDULE A

Revision Date: Sept 21, 2019

ROAD NUMBER	ROAD NAME	MNTC MILES	BEGIN TERMINI	END TERMINI	MNTC. FREQUENCY
LEVEL 2					
29	Roberts Mesa	2.85	Meads Ranch Entrance	FR 289 (Tonto Creek Road)	1x per year
54	P.V. Wilson	10	SR 288	FR 329	1x per year
54A	P.V. Wilson Spur	1.5	FR 54	Private	1x per year
60	A Cross	23.9	FR 661 (Indian Point Campground Road)	SR 288	1x per year
116	Crouch Mesa	2.7	FH 512	FH 512 (Loop)	1x every 2 years
128	Naegelin Rim	3	FH 512	Dead End	1x every 2 years
129	Big Walnut	5.8	County Easement	Private Gate (Marsh Ranch)	1x per year
130	Little Walnut	2.7	Forest Boundary	FR 2725	1x every 2 years
131	Jim Sam	3.1	FR 486 (Buzzard Roost / JRR)	Private	1x every 2 years
134	Flying W (Wilbanks)	6	FR 129 (Big Walnut)	Private	1x per year
198	Pyeatt Draw	8.4	FR 199 (Houston Mesa Road)	FR 64 (Control Road)	1x every 2 years
249	Ellinwood Segment	4	FR 200 (Chamberlin Trail)	Private	1x per year
291	Colcord Road	5.5	FH 512	County Easement	1x every 2 years
409	Fort Reno	1.75	SR 188	FR 1382 Trailhead Parking	1x every 2 years
411	Naegelin Canyon	5.8	FR 187	FR 291 (Colcord Road)	1x every 2 years
411C	Naegelin Spur	2.5	FH 512	FR 411 (Naegelin Canyon)	1x every 2 years
424	Bouquet	1	FR 423 (Cline Bouquet)	FR 1717 (split @ wash)	1x per year
428	Hardscrabble	5.2	FR 708 (Fossil Creek Road)	FR 428A (Pine Ridge Private Access)	1x every 2 years
428	Hardscrabble	1.5	FR 428A (Pine Ridge Private Access)	Pine City Limits	1x per year
485	Turkey Creek Mine	1	FR 486 (Buzzard Roost / JRR)	FR 3253	1x per year
486	Buzzard Roost (JR Ranch)	7.1	SR 288	FR 485 (Turkey Creek Mine)	1x per year
604	lambing Creek	6.5	FR 71 (Greenback)	Dead End	1x every 2 years
609	Bear Head Spring (Malicious Gap)	6.3	FR 71 (Greenback)	FR 416	1x every 2 years
637	Four Mile Borrow Pit	1	SR 288	Borrow Pit	1x every 2 years
648	Lone Pine Saddle	1.3	FR 143 (Four Peaks)	Trailhead Parking	1x every 2 years
788	Naegelin Rim Bypass	0.4	FR 128 (Naegelin Rim)	FR 411 (Naegelin Canyon)	1x every 2 years
896	Juniper	2	FR 423 (Cline Bouquet)	FR 1717 (Juniper Pit)	1x every 2 years
1000	Frog Pond / Nail Ranch North	0.46	FR 1000	Private Gate North End of Nail Ranch	1x per year
1396	Malone Pasture	0.6	FR 71 (Greenback Creek)	Private	1x per year
1717	Bouquet Ranch	0.44	FR 424	FR 1718	1x every 2 years
1718	Bouquet Ranch	0.25	FR 1717	Bouquet Ranch	1x per year
935	Grasshopper Tank	3	FR 200 (Chamberlin Trail)	MP 3.0	1x every 2 years
1387	76 Ranch	1.1	FR 184 (Rye Creek)	Private (76 Ranch)	1x per year
2725	FR 2725	1.7	FR 130 (Little Walnut)	FR 134 (Wilbanks / Flying W)	1x every 2 years
2990	FR 2990	0.6	FR 200 (Chamberlin Trail)	Private	1x per year
3253	FR 3253	1	FR 485 (Turkey Creek Mine)	Private (Buzzard Roost Camp)	1x per year
Total Level 2		132.7			

LEVEL 3					
ROAD NUMBER	ROAD NAME	MNTC MILES	BEGIN TERMINI	END TERMINI	MNTC. FREQUENCY
29	Roberts Mesa	3.95	FR 64 (Control Road)	Private (Meads Ranch Access)	1x per year
32	Washington Park	3.9	FR 64 (Control Road)	Private	1x per year
33	Canyon Creek	5.5	FH 512	Bridge @ Canyon Creek	1x per year
34	Valentine Canyon	2.2	FR 33 (Colcord Ridge)	FR 188 (OW Ranch)	1x every 2 years
71	Greenback Crossing	12.9	Forest Boundary	Private (Conway Ranch)	1x per year
100	Nail Ranch (South to Pvt)	1.4	FR 202	Private	1x per year
109	Reservation	4.3	FR 512 North	FR 188 (OW Ranch)	1x every 2 years
143	El Oso 4 Peaks North	9.3	SR 188	Cattleguard @ FR 648	1x every 2 years
184	Rye Creek	7.6	SR 188	FR 417 (Gisela Road)	1x per year
188	OW Ranch	5.3	FH 512	Private (OW Ranch)	1x per year
190	A Cross Admin	0.8	FR 60 (A Cross Road)	USFS Admin Site	1x every 2 years
200	Chamberlin Trail	8.8	FH 512	Cattleguard @ Haigler C.G.	1x per year
202	Rock House	5.7	FH 512	FR 202A (intersection)	1x per year
208	Jim Jones Shooting Range	1.7	SR 87	Private @ Shooting Range	1x every 2 years
331	Ponderosa Bypass	0.6	Ponderosa Campground Entrance	FR 405A	1x per year
405	Bear Flat	3.2	FR 405A	Private	1x every 2 years
405A	Little Green Valley	0.61	Ponderosa Campground Entrance	FR 405 (Bear Flat)	1x every 2 years
411	Nagelin Canyon	3.7	FH 512	FR 187 Intersection	1x every 2 years
419	Barnhardt	5.2	SR 87 Southbound	Barnhardt Trailhead Parking	1x every 2 years
426	Grantham Ranch	2.8	FR 423 (Cline Blvd)	Private (Grantham Ranch)	1x per year
440	Camp Geronimo	2.1	FR 64 (Control Road)	Private (Camp Geronimo)	1x per year
458	Geronimo Estates	0.6	FR 64 (Control Road)	Private (Geronimo Estates)	1x per year
470	Bar X	1	SR 188	FR 423 (Cline Blvd)	1x per year
526	Cholla Bay Access	0.3	SR 188	Cholla Bay	1x every 2 years
1190	Verde Glen	1.7	FR 64 (Control Road)	Begin County Easement	1x per year
3731	Control Road Bypass	0.25	FR 440 (Camp Geronimo)	FR 64 (Control Road)	1x every 2 years
Total Level 3		95.41			

LEVEL 4					
ROAD NUMBER	ROAD NAME	MNTC MILES	BEGIN TERMINI	END TERMINI	MNTC. FREQUENCY
60	A-Cross North (Indian Point Access)	2.1	SR 188	FR 661 (Indian Point C.G.)	1x per year
64	Control Road	17.3	SR 87	FR 430 (Pyle Ranch)	1x per year
272	Flowing Springs Road	2	SR 87	Private	1x per year
FH 512	Young Highway	15.2	Forest Boundary South	Forest Boundary North	1x per year
Total Level 4		36.6			

LEVEL 5					
ROAD NUMBER	ROAD NAME	MNTC MILES	BEGIN TERMINI	END TERMINI	MNTC. FREQUENCY
406	Doll Baby	6.3	Payson City Limits	Private	1x per year
661	Indian Point	2	FR 60 (A Cross) Intersection	Entrance to Parking Lot	1x every 2 years
874	Cholla Campground Main	0.7	SR 188	Loop End in C.G.	1x every 2 years
874A	Cholla Boat Ramp Access	0.5	FR 874	Entrance to Parking Lot	1x every 2 years
Total Level 5		9.5			

GILA COUNTY SCHEDULE A

Revision Date: April 20, 2017

COPPER DISTRICT

ROAD NUMBER	ROAD NAME	MAINT MILES	BEGIN TERMINI	END TERMINI	ANNUAL FREQUENCY
LEVEL 2					
73	Jordans	0.5	SR 188	Private	1x per year
87	Dagger Ranch	1	FR 203 (Cherry Creek Road)	Gate / Private	1x per year
97	Jack Shoe Ranch	3	FR 60 (A Cross)	Private (Jack Shoe Ranch)	1x per year
189	Coon Creek Trail	4.8	SR 288	Trailhead Parking	1x every 2 years
202	Rockhouse	5.7	FR 203 (Cherry Creek Road)	Corrals	1x every 2 years
203A	Bull Canyon Trailhead	5.9	FR 203 (Cherry Creek Road)	Trailhead Parking	1x every 2 years
216	Pinky Norris	1.4	US 60	Private	1x per year
219	HorseShoe Bend	8.9	Hicks Drive	MP 8.9 (Top of Hill)	1x every 2 years
220	Richmond Basin	7.2	FR 219 (Horseshoe Bend)	End	1x every 2 years
223	Shute Spring	4.7	FR 219 (Horseshoe Bend)	Shute Springs	1x every 2 years
224	Copper Hills	6.8	US 60	Forest Bdy.	1x every 2 years
287B	Castle Dome	2.6	FR 287 (Pinto Valley Mine)	FR 608	1x every year
303A	Gleason Flat	2.1	FR 303	MP 2.1 (Top of Hill)	1x every 2 years
304	Chrysotile	2.6	US 60 / 77	MP 2.6 @ Wash	1x every year
304A	Chrysotile Access Road	1	FR 304	Gate / Private	1x every year
396	Eads Wash	1.4	FR 465 (River)	(Toilet Bld)	1x every 2 years
429	Mills Ridge	6	SR 188	Trailhead Parking	1x every 2 years
449A	Campaign Creek Spur	5.1	FR 449 (Campaign Creek)	Trailhead Parking	1x every 2 years
473	Regal Mine	6.7	Forest Boundary	Private	1x every 2 years
584	Winters Ranch	1.6	SR 60/77	Private Access	1x every 2 years
594	Nugget Mesa	4.9	Bixby Road	Dead End	1x every 2 years
608	Bohme Ranch	1.3	FR 287B (Castle Dome)	FR 2608	1x per year
644	Redmond Flat	3.7	FR 223	End	1x every 2 years
645	Yankee Joe Loop	8.3	FR 303	FR 303 (Loop)	1x every 2 years
647	Game Loop	0.5	SR 188	Cholla Well Site	1x every 2 years
906	Warnica Springs	1.7	Forest Boundary	End	1x every 2 years
2568	FR 2568	0.4	FR 349 (Simpson Lake)	Private	1x per year
2619	FR 2619	1.4	FR 395	Private	1x per year
Total Level 2		101.2			

LEVEL 3

ROAD NUMBER	ROAD NAME	MAINT MILES	BEGIN TERMINI	END TERMINI	ANNUAL FREQUENCY
83	Black Brush Ranch	2.4	SR 188	Black Brush HQ	1x every 2 years
173	Frazier Trailhead	0.2	SR 188	Trailhead Parking	1x every 2 years
203	Cherry Creek	19.6	SR 288	Ellison Ranch	1x per year
303	Haystack	14.1	US 60/77	FR 1052	1x per year
349	Simpson Lake	5.8	US 60/77	FR 2568	1x per year
377	Jones Water Rec	0.7	US 60/77	End C.G. Loop	1x every 2 years
445	Three Bar Cabin	3.2	SR 188	FR 445A	1x every 2 years
445A	Three Bar Cabin	0.7	FR 445	Gate @ Cabin	1x every 2 years
446	Roosevelt Estates	0.5	FR 445 (Schoolhouse)	Private	1x every year
448	Tidwell	1.4	SR 188	Private	1x per year
449	Campaign Creek	3.2	SR 188	Trailhead Parking	1x per year
Total Level 3		51.8			

LEVEL 4

ROAD NUMBER	ROAD NAME	MAINT MILES	BEGIN TERMINI	END TERMINI	ANNUAL FREQUENCY
465	River	1.8	SR 288	End / Loop	1x every 2 years
321	Frazier Campground	0.4	SR 188	End Northernmost Loop	1x every 2 years
321A	Frazier Campground	0.6	FR 321	End / East Parking	1x every 2 years
321B	Frazier Campground	0.2	FR 321A	End / West Equestrian	1x every 2 years
Total Level 4		3			

LEVEL 5					
ROAD		MAINT			ANNUAL
NUMBER	ROAD NAME	MILES	BEGIN TERMINI	END TERMINI	FREQUENCY
82	Windy Hill	2.4	SR 188	Entrance to Parking Lot	1x every 2 years
84	Grapevine Main	2.2	SR 188	Entrance to Parking Lot	1x every 2 years
447	Schoolhouse	3.7	SR 188	Entrance to Parking Lot	1x every 2 years
Total Level 5		8.3			

ARF-7559

Regular Agenda Item 3. F.

Regular BOS Meeting

Meeting Date: 09/20/2022

Submitted For: Steve Sanders, Director

Submitted By: Shannon Boyer, Executive Administrative Asst.

Department: Public Works

Information

Request/Subject

Adopt Resolution No. 22-09-06 for the extinguishment of a utility easement

Background Information

Alhambra Heights, Plat No. 333 Gila County Records was recorded in 1966. Streets and easements were dedicated to the public. The plat included a sixteen-foot wide utility easement between lots 1-16. Utilities were located in the streets and not in the easement. Over time homes were built over the easement.

Evaluation

Utilities are located in the streets making the platted easement no longer necessary.

Conclusion

Extinguishing the existing utility easement, it will allow property owners to maximize their lots.

Recommendation

The Public Works Department recommends extinguishing the sixteen-foot wide utility easement shown on the plat of Alhambra Heights, Official Map Number 333, Gila County Records.

Suggested Motion

Information/Discussion/Action to adopt Resolution No. 22-09-06 for the extinguishment of that sixteen-foot wide utility easement shown on the map of Alhambra Heights, Official Map Number 333, Gila County Records. **(Steve Sanders)**

Attachments

Resolution No. 22-09-06

Exhibit A



RESOLUTION NO. 22-09-06

A RESOLUTION OF THE GILA COUNTY BOARD OF SUPERVISORS FOR THE EXTINGUISHMENT OF AN EASEMENT PURSUANT TO ARIZONA REVISED STATUTE (A.R.S.) § 28-7214 AND SHOWN ON EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

WHEREAS, A.R.S. §28-7214 authorizes the Gila County Board of Supervisors to extinguish by resolution easements that are no longer necessary for public use; and,

WHEREAS, it is in the best interest of Gila County to extinguish a sixteen-foot wide utility easement shown on the Plat of Alhambra Heights, Official Map Number 333, Gila County Records, Gila County, AZ; and,

WHEREAS, the sixteen-foot wide utility easement to be extinguished is more particularly shown on the attached Exhibit "A";

NOW, THEREFORE, BE IT RESOLVED by the Gila County Board of Supervisors that Gila County's rights and interest in the sixteen-foot wide utility easement described above be extinguished.

PASSED AND ADOPTED this 20th day of September 2022, at Globe, Gila County, Arizona

Attest:

GILA COUNTY BOARD OF SUPERVISORS

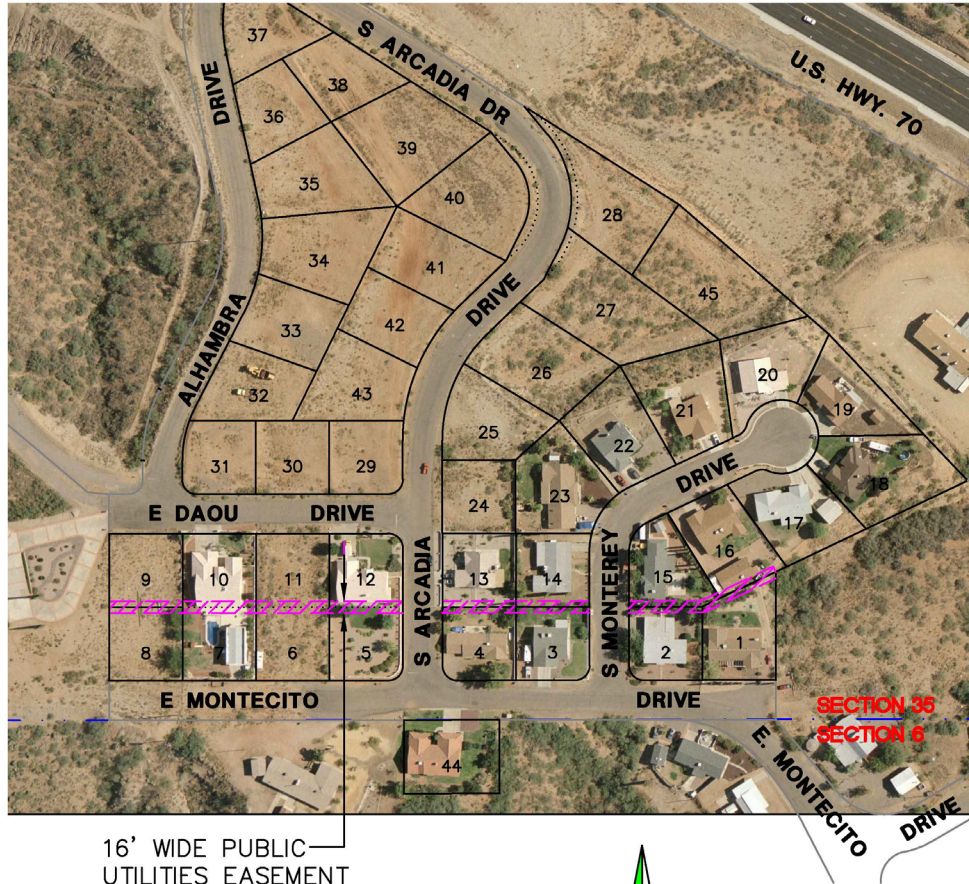
James Menlove, Clerk of the Board

Woody Cline, Chairman

Approved as to form:

The Gila County Attorney's Office

EXHIBIT "A"



16' WIDE PUBLIC
UTILITIES EASEMENT
TO BE EXTINGUISHED

ALHAMBRA HEIGHTS
Gila County Recorded Plat 333

Gila County Public Works

STEVE SANDERS, DIRECTOR

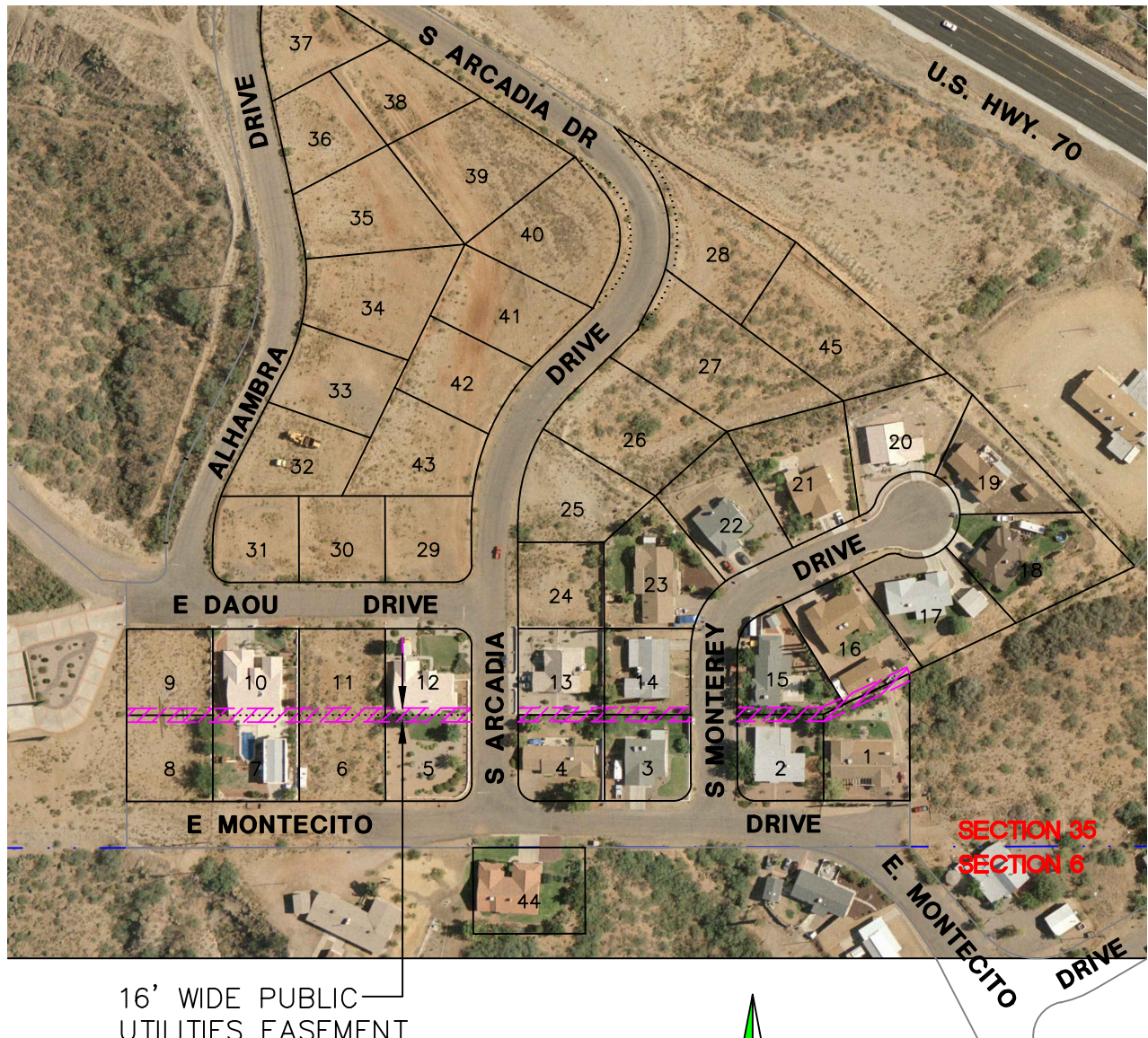
745 N. Rose Mofford Way (928) 402-8899
Globe, AZ 85501 FAX (928) 425-8104

**ALHAMBRA HEIGHTS
PUBLIC UTILITIES EASEMENT
EXTINGUISHMENT**



NOT TO SCALE

EXHIBIT "A"



16' WIDE PUBLIC
UTILITIES EASEMENT
TO BE EXTINGUISHED

ALHAMBRA HEIGHTS

Gila County Recorded Plat 333

Gila County Public Works

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(928) 402-8899
FAX (928) 425-8104

ALHAMBRA HEIGHTS PUBLIC UTILITIES EASEMENT EXTINGUISHMENT



NOT TO SCALE

ARF-7546

Regular Agenda Item 3. G.

Regular BOS Meeting

Meeting Date: 09/20/2022

Submitted For: Steve Sanders, Director

Submitted By: Betty Hurst, Contracts Administrator

Department: Public Works

Fiscal Year: FY2023

Budgeted?: Yes

Contract Dates 09-06-22 to 09-05-23 Grant?: No

Begin & End:

Matching No

Fund?: Replacement

Requirement?:

Information

Request/Subject

Award Contract in Response to Invitation for Bids (IFB) No.
060322-*On-Call Pavement Markings*

Background Information

In the past, Public Works requested roadway striping as a roadway project was completed or with an informal bid for a few roads at a time. In order to facilitate pavement marking on a regular basis, Public Works is requesting a potentially larger contract that has the opportunity for renewal.

On July 5, 2022, the Board approved to advertise IFB No. 060322 *On-Call Pavement Marking* and it was advertised by the Silver Belt on July 13, 2022, and July 20, 2022. The bids were due August 16, 2022, at 3:00 pm to the Gila County Finance Department. Four sealed bids were received and the pricing was discussed among Public Works staff before sending in an agenda item to Finance for the contract award.

Evaluation

The prices from the lowest to the second highest was a great amount and it was determined that only one bidder be considered for the contract as the other 3 were considerably higher. The lowest price bidder has worked with Gila County before and the work was always acceptable and professional. The paint for this type of striping is not the high-end heated paint that the Arizona Department of Transportation (ADOT) uses on its primary roads. Public Works will bid for a specialty specification should a

need arise for that type of marking.

Conclusion

With the difference in pricing, we wouldn't have much need for the second highest priced company. Rarely do the Consolidated Roads need emergency striping for the maintained roads. The plan for road marking is made well in advance. Instead of contracting with 2 companies as first thought, Gila County will use only one contractor.

This contract will have the option of three (3) one (1) year extensions if agreed by both parties.

Recommendation

The Public Works Department Director and staff request the award to Traffic Safety, Inc., for IFB No. 060322 *On-Call Pavement Markings*. The current FY2023 budget calls for \$90,000 in pavement marking out of the Consolidated Roads budget. In subsequent years Public Works may ask for more or less, depending upon what has been budgeted.

Suggested Motion

Information/Discussion/Action to review all bids submitted for Invitation for Bids No. 060322 for *On-Call Pavement Marking*; award contract to the lowest, most responsive, responsible, and qualified bidder to Traffic Safety, Inc. for a not to exceed the amount of \$90,000 for a period of one year with the option of three one-year renewals. **(Steve Sanders)**

Attachments

Invitation for Bids No. 060322 with Award Contract

Addendum 1

As Read Bid Results

Franklin Striping-Sealed Bid

Hulxe Construction Services-Sealed Bid

Pavement Marking-Sealed Bid

GILA COUNTY

INVITATION FOR BIDS NO. 060322

ON-CALL PAVEMENT MARKINGS

**BIDDER'S INFORMATION
CONTRACT DOCUMENTS AND SPECIFICATIONS**



BOARD OF SUPERVISORS

**Woody Cline, Chairman
Steve Christenson, Vice Chairman
Tim R. Humphrey, Member**

COUNTY MANAGER

James Menlove



**GILA COUNTY
NOTICE OF INVITATION FOR SEALED BIDS NO. 060322
ON-CALL PAVEMENT MARKINGS**

Notice is hereby given that Gila County is requesting bids from qualified Contractors to provide pavement markings on County maintained roads.

SUBMITTAL DUE DATE: 3:00 PM, MST, August 16, 2022

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

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

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

All bids shall be made on the request for sealed bids forms included in this IFB No. 060322 package and shall include all applicable taxes.

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

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

The Board of Supervisors reserves the right to reject any or all 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. All procurement activities conducted by Gila County are in conformance with the rules and regulations of the Gila County Procurement Code. A copy of the code is available for review in the Clerk of the Board's office, Globe, AZ.

Dates advertised in the Arizona Silver Belt: July 13, 2022 and July 20, 2022

Signed: 
Woody Cline, Chairman, Board of Supervisors

Date: 7/5/22

Signed: 
The Gila County Attorney's Office

Date: 7/5/22

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INTENT

Gila County is requesting bid proposals from qualified Contractors to professionally install pavement markings on various roadways throughout Gila County. Each fiscal year the County lists the roads that will need pavement markings. The term of this contract will have the option of three (3) one (1) year extensions if agreed by both parties.

Bid proposals for the material and services as specified will be received by Gila County Finance until the time and date cited.

For the purposes of this Request for Bid, "Contractor" is defined as an individual or an entity who submits a bid.

SCOPE OF WORK:

1. Paint used shall meet the following specifications: -- **TTP 1952E, Type III, waterborne high build traffic paint.**
2. The glass beads will be mechanically applied at the rate of 6-8 lbs./gallon of yellow/white paint. **(Hand spreading will not be allowed.)** Beads shall meet **ADOT 708 Specifications or Federal Spec. TTP 1325D Type I.** The paint shall be applied at the rate of 250 to 300 feet per gallon for a solid 4", yellow or white line.
3. **Layout:** The yellow and white stripes shall be 4" in width. **In the case of wider stripes, item 7 below applies.** Where skip dash is applied, the dash will be 10' long with a 30' skip.
4. **Acceptance:** Each project must be approved by County for acceptance. Once a mobilization for striping work is started, it shall be completed at that time. Unit cost assumes one mobilization for the striping project.
5. **Preparation:** The county will pre-sweep the areas designated to be striped prior to the application of the paint. Striping shall be initiated within **30 days** of the completion of sweeping of those areas to be striped.
6. **Equipment:** The painting machine shall be truck mounted with appropriate amber warning beacons.
7. **Line Pricing:** Where lines are wider than that of 4", such as turn lanes or areas with designated centerline stripes with greater widths, they shall be paid for using the 4" wide stripe unit cost prorated for greater width. Example: 8" wide lines will be paid at 2 times the cost of a 4" wide line.
8. **Protection:** Newly painted markings shall be protected from traffic until the paint is cured. The method of protection shall not constitute a hazard to the traveling public. Damage to any markings as a result of tracking shall be repaired by the Contractor. Signing and cone placement shall be

appropriate to advise drivers to stay off the wet paint. **Claims of paint damage to vehicles will be referred to the vendor.**

9. Traffic Control: Traffic control shall be the responsibility of the contractor. Traffic control shall comply with the Federal Highway Administration Manual on Uniform Traffic Control Devices Part VI. **Contractor must maintain traffic flow; total street closures are not allowed.**

10. Method of Measurement: This work shall be measured by the linear footage of longitudinal reflectorized pavement markings, on the surface of the markings, for the type and width specified. Broken lines shall be measured including gaps between line segments. Double lines shall be measured as one line. Any repair work ordered by the Engineer shall not be measured.

11. Limits: No edge line striping through any roadway entry/exit adjacent to the striped roadway. No centerline or edge line striping will be allowed through all other intersections, low water crossings, or cattle guards.

12. 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.

Arizona Contractor's License: Contractor must have a valid Arizona Contractor's License of a type which meets all criteria and requirements to perform the work as specified in the contract documents in accordance with the Arizona State Registrar of Contractors.

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.

GENERAL REQUIREMENTS

The Contractor shall perform complete services as described in this contract. The Contractor shall include all planning, administration, and management necessary to assure that all services comply with the contract, the county's schedules and instructions, and all applicable laws and regulations.

The Contractor shall meet all standards of performance identified in the contract. The Contractor shall perform all related support functions such as supply, subcontracting, quality control, financial oversight, and maintenance of complete records and files.

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

Safety: Gila County assumes no responsibility for injuries or damages suffered by Contractor, its officers, agents, or employees, while engaged in the performance of this Contract. Contractor agrees to take reasonable measures to provide for the safety and security of its own workforce, and for the safety and security of all others present at the work sites while engaged in the performance of this Contract. The contractor shall ensure that employees are supplied and use proper personal safety equipment (i.e. reflective vests, hardhats, eye protection, proper hearing protection, gloves, and safety boots) and follow safe work procedures, which protect contractor employees and citizens in the vicinity of the job site. The contractor shall establish a safety zone around the work area and establish a safety system to prevent worker injuries. The contractor shall assume any liability for any injury incurred by contractor personnel while working on site. Daily, the contractor shall install warning markers and other devices to prevent injuries to vehicles, pedestrians, and others who may be on site.

MANAGEMENT & SUPERVISION

Supervision: The Contractor shall designate a representative, who will be always responsible for on-site supervision of the Contractor's workforce. This supervisor shall be the focal point for the Contractor and shall be the point of contact with Gila County personnel.

Quality Control: The Contractor shall be responsible for quality control. The Contractor shall perform inspection visits to the work site and will conduct a final walk-through with Gila County representatives at the completion of the project.

Notification Of Noncompliance: The Project Supervisor will promptly notify the Contractor of any detected noncompliance with the foregoing requirements. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, shall be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to promptly comply, the Project Supervisor may issue an order stopping all or part of the work until satisfactory corrective action is taken. The Contractor shall make no part of the time lost due to such stop orders the subject of claim for excess costs or damages. Failure to recognize and correct non-compliant work/materials in a timely manner (3-5 days) will also be considered grounds for termination.

Removal Or Unacceptable and Unauthorized Work: All work which does not conform to the requirements of the Contract will be considered unacceptable. Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness or any other cause, found to exist prior to the final acceptance of the work, shall be remedied or removed immediately and replaced in an acceptable manner.

Default and Termination of Contract: The Contractor shall be considered in default of his contract and such default will be considered as cause for Gila County to terminate the contract for any of the following reasons if the Contractor:

- (a) Fails to begin the work under the contract within the time specified in the "Notice to Proceed"; or
- (b) Fails to perform the work or fails to provide sufficient workers, equipment, or materials to assure completion of work in accordance with the terms of the contract; or
- (c) Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable; or
- (d) Discontinues the prosecution of the work; or
- (e) Fails to resume work which has been discontinued within a reasonable time after notice to do so; or
- (f) Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency; or
- (g) Allows any final judgment to stand against him unsatisfied for a period of 10 days; or
- (h) Makes an assignment for the benefit of creditors; or
- (i) For any other cause whatsoever, fails to carry on the work in an acceptable manner.

Should the County consider the Contractor in default of the contract for any reason hereinbefore, the Contractor shall immediately be given written notice as to the reasons for considering the Contractor in default and the County's intentions to terminate the contract.

If the Contractor, within a period of 10 calendar days after such notice, does not proceed in accordance therewith, then the County will, upon written notification from the Project Supervisor of the facts of such delay, neglect, or default and the Contractor's failure to comply with such notice, have full power and authority without violating the contract, to take the prosecution of the work out of the hands of the Contractor.

The County may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of said contract according to the terms and provisions thereof or use such other methods as in the opinion of the Project Supervisor will be required for the completion of said contract in an acceptable manner.

All costs and charges incurred by the County, together with the cost of completing the work under contract, will be deducted from any monies due or which may become due the Contractor. If such expense exceeds the sum that would have been payable under the contract, then the Contractor shall be liable and shall pay to the County the amount of such excess.

Measurement and Payment: For all items of work, other than those to be paid by lump sum, after work is completed and before final payment is made therefore, the Engineer will make final measurements to determine quantities of the items of work Performed as the basis for final settlement. The Contractor, in the case of unit price items, will be paid for actual amount of work performed and for actual quantity of materials in place.

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.

INFORMATION REQUESTS: All requests for additional information shall be put in writing and directed to:

Betty Hurst, Contracts Administrator, (928) 402-4355. **Questions received through August 8, 2022, at 3:00 p.m. will be sent to all bidders no later than August 9, 2022 at 3:00 p.m.**

INSTRUCTIONS TO BIDDERS

IMPORTANT: EXHIBIT "A", INSTRUCTIONS TO BIDDERS AND EXHIBIT "B", BIDDERS AWARD AGREEMENT ARE BASIC CONTENT TO GILA COUNTY BID PACKAGES. INDIVIDUAL BIDS MAY REQUIRE DIFFERENT LANGUAGE FOR INSTRUCTIONS AND AWARD AGREEMENTS. WHERE APPLICABLE, SUCH CHANGES WILL APPEAR IN EXHIBIT "C", MINIMUM PRODUCT SPECIFICATIONS AND INFORMATION AND TAKE PRECEDENCE OVER THE LANGUAGE APPEARING IN EXHIBITS "A" & "B".

EXHIBIT "A" INSTRUCTIONS TO BIDDERS

Preparation of Sealed Bid

- A. Sealed bids will be received by the Gila County Finance Department, from individuals and Contractors to deliver the product(s), goods and services contained, to establish a contract for specified locations within Gila County. The county seeks sealed bids only from qualified, experienced Contractors able to provide services which are, in all respects, responsive to the specifications. All bids shall be on the forms provided in this request for sealed bid package. It is permissible to copy these forms if required but copies must have original signatures, single sided.
- B. Before submitting its bid and qualification form each Contractor shall familiarize itself with the scope of work, laws, regulations and other factors affecting performance of work. It shall carefully correlate its observations with requirements of the Contract and otherwise satisfy itself of the expense and difficulties attending the performance of the work.

The submission of a bid will constitute a representation of compliance by the Contractor. There will be no subsequent financial adjustment, other than that provided for by the Contract, for lack of such familiarization.

- C. Contractors must complete the bid and qualifications forms provided in this request for bid package in full, original signature in ink, by the person(s) authorized to sign the bid and to be submitted at the time of bid and made a part of this contract.

The county will use the bid and qualifications form in evaluating the capacity of Contractor(s) to perform the scope of services as set forth in the Contract. Failure of any Contractor to complete and submit the price sheet and signature and offer page at time and place of opening shall be grounds for automatic disqualification of the Contractor(s) from further consideration.

- D. The names of all persons authorized to sign the bid must also be legibly printed below the signature. Evidence of the authority of the person signing shall be furnished.
- E. The full name of each person or company interested in the request for bid shall be listed on the bid.
- F. No alterations in bids, or in the printed forms therefor, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the Contractor; if initialed, the county may require the Contractor to identify any alteration so initialed.

Addendum

Any addendum issued as a result of any change in this request for sealed bid must be acknowledged by all Contractors in the following manner:

1. Completion of the bidder checklist & addenda acknowledgment form.
2. Copies of all addenda must be attached to the submittal.

Failure to indicate receipt of addenda in the above manner may result in a bid being rejected as non-responsive.

Inquiries

Any questions related to this request for bid must be directed to those whose names appear on the notice. The Procurement requires all questions be submitted in writing. Any correspondence related to a request for bids should refer to the appropriate request for bids number, page, and paragraph number. However, the Contractor(s) must not place the request for bid number on the outside of an envelope containing questions since such an envelope may be identified as a sealed bid and may not be opened until after the official request for bid due date and time. **Questions received after 3:00 P.M., Monday August 8, 2022, will not be answered.** Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Late Bids

Any bid received later than the date and time specified on the notice for sealed bid will be returned unopened. Late bids shall not be considered. Any Contractor submitting a late bid shall be so notified.

Submittal Bid Format:

It is required that One (1) Original and One (1) copy (2 TOTAL) with original signatures on each (2) of the bid and all forms shall be submitted. The county will not be liable for any cost incident to the preparation of bid, materials, reproductions, presentations, copy-right infringements, etc. It is permissible to copy these forms if required. Facsimiles or mailgrams shall not be considered. **Spiral bound bids are not permitted.** Failure to include all required documents, **all with original signatures**, may invalidate the bid.

1. By signature in the offer section of the offer and acceptance page, Contractor certifies:
 - A. The submission of the offer did not involve collusion or other anti-competitive practices.
 - B. The Contractor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
2. Bids submitted early may be modified or withdrawn by notice to the party receiving bids at the place and prior to the time designated for receipts of bids.
3. The county is not responsible for any Contractor's errors or omissions. Negligence in preparing an offer confers no right to the Contractor unless the Contractor discovers and corrects such errors prior to the bid deadline.

The Bid shall be submitted in a sealed envelope, Two (2) copies with original signatures shall be provided by the Bidder. The words "SEALED BID" with Bid Title "ON-CALL PAVEMENT MARKINGS", Bid No., "060322", Date "August 16, 2022", and time "3:00 PM" of bid opening shall be written on the envelope. The Bidder(s) shall assume full responsibility for timely delivery at the location designated in the notice. Spiral bound bids are not permitted.

GENERAL TERMS AND CONDITIONS

Award of Contract

1. The Gila County Board of Supervisors reserves the right to award any bid by individual line item, by group of line items or as total, or any part thereof, whichever is deemed to be in the best interests of, and most advantageous to the County of Gila.
 - a. Notwithstanding any other provisions of the IFB, the county reserves the right to:
 1. Waive any immaterial defects or informalities; or
 2. Reject any or all bids; or portions thereof; or
 3. Reissue a request for bid.
2. It is the responsibility of the Gila County Board of Supervisors to let the county contracts to the lowest responsive and responsible Contractor(s).
3. Further, the County reserves the right to reject the bid of any Contractor(s) who has previously failed to perform adequately after having once been awarded a prior bid for furnishing and installing materials similar in nature or providing similar services.
4. All submitted forms provided in this request for bid will be reviewed by the Gila County attorney and Gila County Board of Supervisors.
5. The apparent successful Contractor shall sign and file with the county, within ten (10) days after the date of the notice of intent to award, all documents necessary to successfully execute the contract.

Protests

Only other Contractors who have submitted a timely bid have the right to protest. A protest of an award must be filed within ten (10) days after the award by the Board of Supervisors. A protest must be in writing and must include the following:

- A. Name, address and telephone number of the protester.
- B. Signature of the protester or its representative, and evidence of authority to sign.
- C. Identification of the contract and the solicitation or contract number.
- D. Detailed statement of the legal and factual grounds of protest including copies of relevant documents.
- E. The form of relief requested.

All protests shall be sent to the attention of the Gila County Board of Supervisors, 1400 East Ash Street, Globe, Arizona 85501.

Laws and Ordinances

This agreement shall be governed and enforced under the laws of the State of Arizona and Gila County. 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.

EXHIBIT "B" CONTRACT AWARD AGREEMENT

This exhibit shall serve as an example of the contract agreement to any Contractor, its agents, subcontractors, or representatives, awarded this or any portion of this contract by the county, i.e. by submitting bids to this solicitation requiring sealed bids, it does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Contractor's signature(s) appearing on all forms contained in this solicitation.

Overcharges by Antitrust Violations

The county maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the county any and all claims for such overcharges as to the goods or services used to fulfill the contract.

Authority to Contract

This contract shall be based upon the request for bid issued by the county and the offer submitted by the Contractor in response to the IFB. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the IFB. The county reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the County Attorney, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between Gila County and the Contractor relating to these requirements and shall prevail over any and all previous agreements, contracts, bids, negotiations, purchase orders, or master agreement in any form. The contract activity is issued under the authority of the Gila County Board of Supervisors. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of Gila County in the form of an official contract amendment. Any attempt to alter any documents on the part of the Contractor or any agency is a violation of the county procurement code. Any such action is subject to the legal and contractual remedies available to the county inclusive, but not limited to, contract cancellation, suspension and debarment of the Contractor.

Contract Amendments

The contract shall be modified only by a written contract amendment signed by the Gila County Board of Supervisors and persons duly authorized to enter into contracts on behalf of the Contractor.

Contract Default

- A. The county, by written notice of default to the Contractor, may terminate the whole or any part of this contract in any one of the following circumstances:
 - 1. If the Contractor fails to make delivery of the supplies or deliverables, or to perform the services within the times specified; or
 - 2. If the Contractor fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.
- B. In the event the county terminates this contract in whole or part, the county may procure supplies or services similar to those terminated, and the Contractor shall be liable to the county for any excess costs for such similar supplies or services.

Right to Assurance

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the other party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made, and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

Cancellation of County Contracts

This contract is subject to the cancellation provisions of **A.R.S. §38-511**.

Termination of Contract

The county, with or without cause, may terminate this contract at any time by mutual written consent, or by giving thirty (30) days written notice to the Contractor. The county at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the county shall be liable only for payment under the payment provisions of this contract for the services rendered and accepted material received by the county before the effective date of termination.

The county reserves the right to cancel the whole or any part of this contract due to failure of the Contractor to carry out any term, promise, or condition of the contract. The county will issue a written ten (10) day notice of default to Contractor for acting or failing to act as in any of the following:

1. In the opinion of the county, the Contractor fails to perform adequately the stipulations, conditions or services and specifications required in the contract.
2. In the opinion of the county, the Contractor attempts to impose on the county material products, or workmanship, for services which are of unacceptable quality.
3. Contractor fails to furnish the required service or product within the time stipulated in the contract.
4. In the opinion of the county, the Contractor fails to make progress in the performance of the requirements of the contract or give the county a positive indication that Contractor will perform to the requirements of the contract.

Each payment obligation of the county created hereby is conditioned upon the availability of county, state and federal funds, which are appropriated or allocated for the payment of such an obligation.

If funds are not allocated by the county and available for the continuance of service herein contemplated, the contract period for the service may be terminated by the county at the end of the period for which funds are available. The county shall notify the Contractor at the earliest possible time which service may be affected by a shortage of funds.

No penalty shall accrue to the county in the event this provision is exercised, and the county shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

Indemnification Clause

Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all 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 the Contractor will be responsible for primary loss investigation, defense and judgment costs.

General

After receipt of all bids, each submittal shall be screened to determine if any shall be deemed non-responsive. Unsigned bids, unacknowledged addenda, incomplete bids, non-conformance with mandatory requirements, etc., may result in the determination of non-responsive.

Subsequent to the initial review, all remaining bids shall be reviewed by the Gila County Finance Department to evaluate the information submitted, perform tests when necessary and make comparisons in order to approve or reject the request. If rejected, the purchasing department shall give written notice to the bidder submitting this request.

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 do not limit the indemnity covenants contained in this contract. The county does not warrant 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 may 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
-----------------------------	-------------

- 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 does not warrant that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

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

All certificates and endorsements are to be received and approved by the County before work commences.

Each insurance policy required by this contract must be in effect at or prior to commencement of work under this contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to bhurst@gilacountyaz.gov. The county project and 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 insureds 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.

MINIMUM SPECIFICATIONS

EXHIBIT "C" MINIMUM SPECIFICATIONS – PRODUCT SPECIFICATIONS

Purpose

It is the intent of this invitation for bids to enter into a contract with a qualified Contractor to provide ON-CALL PAVEMENT MARKINGS for Gila County.

This specification is intended to describe the type, size, and quality, which will best meet the demands of the using department. It is NOT intended to favor any one brand or make. The mention of brand names or components merely serves to specify the quality or general type required.

SECTION 1.0

General Purpose

- 1.1 All bids must represent the entire package. Partial awards will not be made unless otherwise stated in the bid specifications.
- 1.2 The parties specifically understand and agree that the quantities used for bidding purposes are estimates of county needs and in no event shall the county be obligated to purchase the exact quantities of any item set forth in the bid. The county does not guarantee any maximum or minimum amounts of purchase.
- 1.3 Contractor shall review its bid submission to assure the following requirements are met.
 - 1.3.1 **One (1) original and one (1) copy, total of two (2), all with original signatures, shall be submitted at time of bid opening.**
 - 1.3.2 Qualification and Certification Form (page 16)
 - 1.3.3 Price Sheet (page 17)
 - 1.3.4 No Collusion Certification (page 18)
 - 1.3.5 Certification of Debarment (page 19)
 - 1.3.6 Intentions Concerning Subcontracting (page 20)
 - 1.3.7 Legal Arizona Workers Act Compliance (page 21)
 - 1.3.8 Israel Boycott Certification (page 22)
 - 1.3.9 Checklist & Addenda Acknowledgment (page 23)
 - 1.3.10 Certification of No Forced Labor (page 24)
 - 1.3.11 Offer Page (page 25)
 - 1.3.12 Surety (Bid) Bond (page 26)
 - 1.3.13 Acceptance of Offer (page 27)

SECTION 2.0

Bid Pricing & Term

- 1.1 Prices shall be in effect for the duration of the contract period. Contractor shall incorporate all profit and discount into their price. The exception will be any price reduction, which will be applied to the contract immediately upon the Contractor's or Gila County's discovery of any such price reduction. If a renewal contract is requested, additional pricing with detailed explanations may be entertained by the County prior to renewal. Written documentation will be required to present to the Board of Supervisors.
- 2.2 The term of the contract shall commence upon award and shall remain in effect until the completion of the required work as designated by the County.

QUALIFICATION AND CERTIFICATION FORM

EXHIBIT "D" Bidder Qualifications and Certification

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.

Contract Number 060322 ON-CALL PAVEMENT MARKINGS

The applicant submitting this bid warrants the following:

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

Traffic Safety Inc
8901 E Laredo Dr Prescott Valley AZ 86314
1-928-775-0813

2. Has 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 Contractor's disqualification, and whether this disqualification remains in effect in the narrative part of this contract.
4. Has Contractor ever terminated a contract for cause with any individual or entity, government or otherwise, (under Contractor'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. Current Contractor Business Arizona License Number: KE 114646
(If Applicable)


Signature of Authorized Representative

Russel Hardy
Printed Name

President
Title

PRICE SHEET


Please complete price sheet in its entirety for the services provided in IFB 060322 ON-CALL PAVEMENT MARKINGS.

Contractor Name: Traffic Safety Inc

Phone No.: 1-928-775-0813

BID PRICING	
PRICE PER 4" YELLOW LINE	\$ <u>0.09</u>
PRICE PER 8" YELLOW LINE	\$ <u>0.18</u>
PRICE PER 4" WHITE LINE	\$ <u>0.09</u>
PRICE PER 8" WHITE LINE	\$ <u>0.14</u>
TENTATIVE START DATE	<u>August 29, 2022</u>

****All applicable taxes shall be included in bid amount.**


Signature of Authorized Representative
Russel Hardy
Printed Name
President
Title

**CERTIFYING THAT THERE WAS NO COLLUSION
IN BIDDING FOR CONTRACT**

STATE OF ARIZONA)
)ss
COUNTY OF GILA)

_____ Russel Hardy _____
(Name of Individual)

being first duly sworn, deposes and says:

That he or she is _____ President _____
(Title)

Of _____ Traffic Safety Inc _____ and
(Name of Business)

That he or she is submitting a bid on **IFB NO. 060322 ON-CALL PAVEMENT MARKINGS**, and,

That pursuant to Section 112 (C) of Title 23 USC, he or she certifies as follows:

That neither he or she nor anyone associated with the said

_____ Traffic Safety Inc _____
(Name of Business)

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

_____ Traffic Safety Inc _____
Name of Business

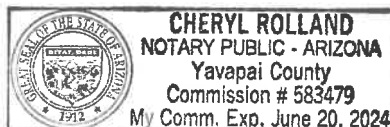
_____ [Signature] _____
By

_____ President _____
Title

Subscribed and sworn to before me this 15 day of August, 2022.

Cheryl Rolland
Notary Public

My Commission expires: 6-20-24



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/bid had one or more public transactions (Federal, State, or local) terminated for cause or default

I understand that a false statement on this certification may be grounds for rejection of this bid or termination of the award. IN addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Russel Hardy President
Typed Name and Title of Authorized Representative


Signature of Authorized Representative

☐I am unable to certify the above statements. My explanation is attached


CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING


At the time of the submission of bids on **Bid No. 060322 ON-CALL PAVEMENT MARKINGS** my intention concerning subcontracting a portion of the work is as indicated below.

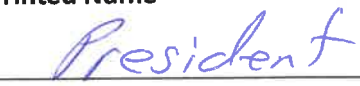
A list of any subcontractors (if applicable) to be used in performing the service must accompany the bid. The list must include the subcontractors name, address, phone number, and Arizona Registrar of Contractors License Number. List must be provided in a sealed envelope marked "List of Subcontractors".

☐ **YES**, it is my intention to subcontract a portion of the work.

☒ **NO**, it is not my intention to subcontract a portion of the work.



Signature of Authorized Representative


Printed Name


Title

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 delivery of services.

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 ensure that subcontractor is in compliance with these requirements. Any breach of this paragraph by subcontractor will be deemed to be a material breach of this contract subjecting subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor.



Signature of Authorized Representative



Printed Name



Title

ISRAEL BOYCOTT CERTIFICATION

Contractor hereby certifies that it is not currently engaged in and will not, for the duration of this agreement, engage in a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by County up to and including termination of this agreement.

Date: Aug 16, 2022

RLH
Signature of Authorized Representative

Russel Hardy
Printed Name

President
Title

Unless and until the District Court's injunction in *Jordahl* is stayed or lifted, the Anti-Israel Boycott Provision (A.R.S. §35-393.01 (A)) is unenforceable and the State will take no action to enforce it.

Certification of No Forced Labor:

The Company does not currently, and agrees for the duration of this Agreement that the Company will not use:

1. The forced labor of Ethnic Uyghurs in the People's Republic of China;
2. Any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China; and,
3. Any contractors, subcontracts, or suppliers that use the forced labor or any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China.

The Company further agrees that if the Company becomes aware, during the term of the Agreement, that the Company is not in compliance with this Certification, the Company shall notify the County within 5 business days after becoming aware of the non-compliance. If the Company does not remedy the non-compliance within 180-days after sending notice of non-compliance, this Agreement shall automatically terminate.

Date: Aug 16, 2022


Signature of Authorized Representative

Russel Hardy
Printed Name

President
Title

BIDDER CHECKLIST & ADDENDA ACKNOWLEDGMENT

NOTICE IS HEREBY GIVEN that all bid documents shall be completed and executed and submitted with this IFB. If Contractor fails to complete and execute any portion of the bid documents, all with original signatures, the IFB may be determined to be non-responsive and rejected.

CHECKLIST:

REQUIRED DOCUMENT

COMPLETED AND EXECUTED

QUALIFICATION & CERTIFICATION FORM

✓

PRICE SHEET

✓

NO COLLUSION FORM

✓

INTENTIONS IN SUBCONTRACTING

✓

LEGAL ARIZONA WORKERS ACT COMPLIANCE

✓

ISRAEL BOYCOT CERTIFICATION

✓

CHECKLIST & ADDENDA ACKNOWLEDGMENT

✓

OFFER PAGE

✓

SURETY (Bid) BOND

✓

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

	#1	#2	#3	#4	#5
Initials	<u>RPH</u>	_____	_____	_____	_____
Date	<u>8/10/22</u>	_____	_____	_____	_____

Signed and dated this 16th day of August, 2022

Traffic Safety Inc

Contractor:

RPH

By: Russel Hardy

Each bid shall be sealed in an envelope addressed to the Finance Department, Gila County and bearing the following statement on the outside of the envelope: Request for Sealed bids: Bid No. 060322 ON-CALL PAVEMENT MARKINGS. All bids shall be filed with the Gila County Finance Department in the Copper Building at 1400 E. Ash St., Globe, AZ on or before, **August 16, 2022**, by 3:00 PM.

OFFER PAGE

TO GILA COUNTY:

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

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

CONTRACT NUMBER: 060322 ON-CALL PAVEMENT MARKINGS

Contractor Submitting Bid:

Traffic Safety Inc
Company Name

8901 E Laredo Dr
Address

Prescott Valley AZ 86314
City State Zip

For clarification of this offer, contact:

Name: Russel Hardy

Phone No.: 1-928-925-0162

Fax 1-928-772-8570

Email: trafficsafetyarizona@gmail.com


Signature of Authorized Person to Sign

Russel Hardy
Printed Name

President
Title

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

GILA COUNTY

SURETY (BID) BOND (BB-1)

(Penalty of this bond must not be less than 10% of the bid amount)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Traffic Safety, Inc.

as Principal, hereinafter called the Principal, and Merchants Bonding Company (Mutual)

a corporation duly organized under the laws of the State of Iowa

as Surety, hereinafter called the Surety, holding a certificate of authority to transact surety business in this State issued by the Director of the Department of Insurance, are held and firmly bound unto Gila County as Obligee, hereinafter called the Obligee, in the sum of ten percent (10%) of the amount bid, submitted by Principal to Gila County for the work described below, for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is herewith submitting its proposal for:

BID NO. 060322 ON-CALL PAVEMENT MARKINGS

NOW THEREFORE, if the Obligee, acting by and through its Public Works Director, accepts the proposal of the Principal and the Principal shall enter into contract with the Obligee in accordance with the terms of such proposal, and give such bonds and certificates of insurance as may be specified in the contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bonds and certificates of insurance, if the Principal shall pay to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise, it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of ARS '34-201, and all liabilities on this bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.

IN WITNESS WHEREOF, we hereunto set our hands and seals: August 16, 2022

Principal Traffic Safety, Inc.

By Russel Hardy

Title President

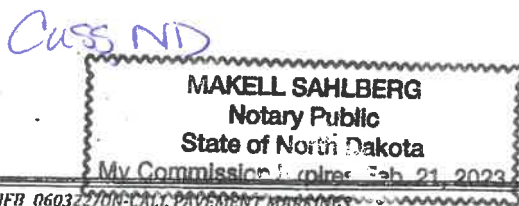
Surety Merchants Bonding Company (Mutual)

Rose Krause
By Attorney-in-Fact Rose Krause
5650 37th Avenue South
Fargo, North Dakota 58104
Address, Attorney-in-Fact
Subscribed and sworn to before me
this 16th day of August, 2022

My commission expires: 2/21/23

Notary Public

makell sahlberg



MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Rose Krause

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 22nd day of June, 2020.



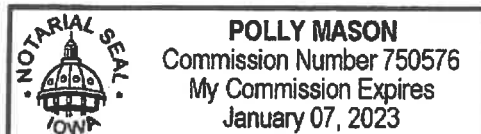
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 22nd day of June, 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission
does not invalidate this instrument)

Polly Mason

Notary Public

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 16th day of August, 2022.



William Warner Jr.

Secretary

ACKNOWLEDGMENT OF PRINCIPAL

State of Arizona
County of Yavapai
On this 15 day of August, 2022, before me a Notary Public in and for
the State of Arizona personally appeared Russel Nardy known
to me to be the owner of the principal described in the
within instrument and who executed the same and acknowledge to me that he executed the same for
on behalf of the said principal.

(Seal)



Sarah Setter

Notary Public

My commission expires 5/13/24

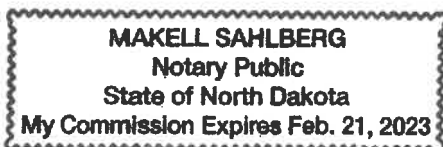
ACKNOWLEDGMENT OF SURETY

State of North Dakota

County of Cass

On this 16th day of August, 2022, before me a Notary Public in and for
the State of NORTH DAKOTA personally appeared Rose Krause known
to me to be the Attorney in fact of the Surety described in the within instrument and who
executed the same and acknowledge to me that she executed the same for on behalf of the said
principal.

(Seal)



Makell Sahlberg

Notary Public

My commission expires 2/21/23

ACCEPTANCE OF OFFER
(For Gila County use only)

The Offer is hereby Accepted:

The Contractor _____ is now bound to provide the materials or services listed in IFB No.: 060322, including all terms and conditions, specifications, and amendments, and the contractor's offer as accepted by Gila County.

The contract shall henceforth be referenced to as **Contract No. 060322**. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives written notice to proceed from Gila County.

IN WITNESS WHEREOF, TWO (2) identical counterparts of this contract, each of which shall include original signatures, and for all purposes shall be deemed an original thereof, have been duly executed by the parties hereinabove named, on this _____ day of _____, 2022.

GILA COUNTY BOARD OF SUPERVISORS:

Woody Cline, Chairman, Board of Supervisors

ATTEST:

James Menlove, Clerk of the Board of Supervisors

APPROVED AS TO FORM:

The Gila County Attorney's Office



GILA COUNTY

REQUEST FOR PROPOSALS (RFP) NO. 060322

ON-CALL PAVEMENT MARKINGS

ADDENDUM #1:

DATE: 08/10/2022

CLARIFICATIONS:

Question: The County is requesting a bid bond of 10% for the total sum of this proposal but there are no quantities and therefore have no total.

Answer: The ceiling amount per FY2023 budget to pay on pavement marking is \$88,500. See the attachment A for Quantities.

ATTACHMENT 'A' ROADS FOR STRIPING					
LOCATION	YELLOW Footage linear	YELLOW Skip Line	WHITE Footage (FT*2)	WHITE Footage	TOTAL
GLOBE AREA					
Bear Tree Crossing	1,680.00		1,680.00		3,360.00
Besich Blvd (Hospital Road to Russell Road)	3,246.00		3,246.00		6,492.00
Bixby Road	24,063.67		9,276.00		33,339.67
Broadway st. (old oak to El Camino St.)	3,779.85		3,779.85		7,559.70
Copper Hills Road (From Globe City Limits to surface change)	25,852.87				25,852.87
Fairgrounds Road	12,798.50		12,798.50		25,597.01
Golden Hill Road (Main Street to Russell Road)	6,362.77		6,362.77		12,725.55
Hicks Drive	33,170.03				33,170.03
Hoopes Drive	4,446.00				4,446.00
Hope Lane	7,870.00				7,870.00
Ice House Canyon Road (From Globe City Limits to Forest Service Boundary)	37,987.24		16,686.00		54,673.24
Kellner Canyon Road (from Ice House Canyon to F.S. 55)	22,103.26		22,103.26		44,206.52
Locomotive Ave (From Railroad Ave to Pineway)	3,983.56		3,983.56		7,967.12
Main Street (Short Ave to Roberts Drive)	35,718.60		35,718.60		71,437.20
Old Oak (from US 60 to Railroad Ave)	2,169.54		2,169.54		4,339.08
Prison Road (Fairgrounds)	3,265.72				3,265.72
Ragus Road (from Globe City Limits to Railroad Ave)	5,230.00		5,230.00		10,460.00
Railroad Ave (from Ragus to Old Oak and Pineway to Calle De Iorno)	9,562.67		9,562.67		19,125.34
Roberts Drive	4,990.00				4,990.00
Rose Mofford Way (Russell road to Besich Blvd.)	1,062.00		1,062.00		2,124.00
Russell Rd. (Hospital Road to F.S. 55)	33,838.21		29,318.75		63,156.96
Saguaro Drive (from Walliman Road to Globe City Limits)	4,116.00		4,116.00		8,232.00
San Carlos Drive	14,915.83				14,915.83
Six Shooter Canyon Road (from Globe City Limits to surface change)	25,014.00		25,014.00		50,028.00
Walliman Road (from Broad Street to Saguaro Drive)	9,644.18		9,644.18		19,288.37
Wheatfields Road	43,244.21		43,244.21		86,488.42
ROOSEVELT					
F.S. 446- Estates Access	5,229.15				5,229.15
Roosevelt Estates Road	11,532.00		11,532.00		23,064.00

ATTACHMENT 'A' ROADS FOR STRIPING					
LOCATION	YELLOW Footage (linear Footage)	YELLOW Skip Line	WHITE Footage (FT*2)	WHITE Footage	TOTAL
Stagecoach Trail	5,188.00				5,188.00
TONTO BASIN					
FS 423-Cline Blvd.	32,289.00	1,765.00	33,594.00		34,054.00
FS 423-Ewing Trail	33,594.00	7,006.00			74,194.00
FS 60-Across Road	9,920.00				9,920.00
FS 71-Greenback Valley Road	10,176.00				10,176.00
Old SR 60	9,102.00		9,102.00		18,204.00
PAYSON					
Christopher Creek Loop	22,072.00		22,072.00		44,144.00
Deer Creek Drive	12,394.36				12,394.36
FS 113-Hunter Creek Drive	4,119.00				4,119.00
FS 491-Colcord Rd	35,156.00		35,156.00		70,312.00
FS 64-Control Rd	21,542.40		21,542.40		43,084.80
Gibson Ranch Road	27,034.00				27,034.00
Gisela Road (Gisela)	55,230.00		55,230.00		110,460.00
Houston Mesa Road (from City limits to Whispering Pines)	96,852.00		96,852.00		193,704.00
Sycamore Ln. (Gisela)	1,604.00				1,604.00
Tonto Creek Dr. (Gisela)	5,372.00				5,372.00
PINE / STRAWBERRY					
Bradshaw Dr.	16,652.00				16,652.00
Cedar Meadow Lane	3,768.00				3,768.00
Fossil Creek Road (Cattle Guard to End of Pavement)	13,032.00				13,032.00
Fossil Creek Road (SR 87 to Cattle Guard)	26,412.00		26,412.00		52,824.00
Fuller Road	4,616.00				4,616.00
Hardscrabble Mesa Road	10,590.00				10,590.00
Holly Drive	4,032.00				4,032.00
Mistletoe Dr	10,944.00				10,944.00
Old County Rd	4,870.00				4,870.00
Pine Creek Canyon Rd	10,020.00				10,020.00

ATTACHMENT 'A' ROADS FOR STRIPING						
LOCATION	YELLOW Footage (linear)	YELLOW Skip Line	WHITE Footage (FT*2)	WHITE Footage	TOTAL	
Ralls Dr.	11,810.00				11,810.00	
Southard Dr.	650.00				650.00	
Whispering Pine Rd.	13,280.00				13,280.00	
<u>YOUNG</u>						
Baker Ranch Rd. (SR 288 to end of Pavement)	9,512.00				9,512.00	
FS 512 (from 260 to FS 33 Mule Springs)	19,756.00	7,056.00	34,064.40		60,876.40	
FS 512 (Beginning of Pavement to Chamberlain Trail)	48,116.00		48,116.00		96,232.00	
	Total 4" yellow foot	Total 4" skip	Total 4" white	Total 8" white	Total Feet	
No Fill - Roads that haven't been restriped for more than 5 years	986,580.63	15,827.00	638,668.70	0.00	1,641,076.33	
Roads Last Stripiped in 2017						
Roads Last Stripiped in 2018						
Roads Last Stripiped in 2019						
Roads Last Stripiped in 2020						



GILA COUNTY

REQUEST FOR PROPOSALS (RFP) NO. 060322

ON-CALL PAVEMENT MARKINGS

ADDENDUM #1:


DATE: 08/10/2022

CLARIFICATIONS:

Question: The County is requesting a bid bond of 10% for the total sum of this proposal but there are no quantities and therefore have no total.

Answer: The ceiling amount per FY2023 budget to pay on pavement marking is \$88,500. See the attachment A for Quantities.

EXHIBIT "K"

R A N K I N G	BID RESULTS		BID	
	 GILA COUNTY		TITLE: <u>On-Call Pavement Markings</u>	DUE
			NO.: <u>060322</u>	DATE: <u>August 16, 2022</u>
	BIDDER FIRM NAME	BID AMOUNT	COMMENTS	
1	Holix Construction Services	4" - 0.22 LF 8" - 0.40 4" (W) - 0.22 start date 8" - 0.40 (9-15)		
2	Pavement Marking LLC	4" (W) - 0.24 8" (W) - 0.48 4" (W) - 0.24 start date 8" (W) - 0.48 (9-12)		
3	Franklin Striping	4" W - 0.24 8" W - 0.48 start date 4" W - 0.24 8" W - 0.48 (9-12)		
4	Traffic Safety	4" W - 0.09 8" W - 0.18 4" W - 0.09 start date 8" W - 0.14 (8-29)		
5				
6				
7				
8				
9				
10				

GILA COUNTY
INVITATION FOR BIDS NO. 060322
ON-CALL PAVEMENT MARKINGS

BIDDER'S INFORMATION
CONTRACT DOCUMENTS AND SPECIFICATIONS



BOARD OF SUPERVISORS
Woody Cline, Chairman
Steve Christenson, Vice Chairman
Tim R. Humphrey, Member

COUNTY MANAGER
James Menlove



**GILA COUNTY
NOTICE OF INVITATION FOR SEALED BIDS NO. 060322
ON-CALL PAVEMENT MARKINGS**

Notice is hereby given that Gila County is requesting bids from qualified Contractors to provide pavement markings on County maintained roads.

SUBMITTAL DUE DATE: 3:00 PM, MST, August 16, 2022

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

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

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

All bids shall be made on the request for sealed bids forms included in this IFB No. 060322 package and shall include all applicable taxes.

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

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

The Board of Supervisors reserves the right to reject any or all 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. All procurement activities conducted by Gila County are in conformance with the rules and regulations of the Gila County Procurement Code. A copy of the code is available for review in the Clerk of the Board's office, Globe, AZ.

Dates advertised in the Arizona Silver Belt: July 13, 2022 and July 20, 2022

Signed: _____
Woody Cline, Chairman, Board of Supervisors

Date: ____/____/____

Signed: _____
The Gila County Attorney's Office

Date: ____/____/____

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INTENT

Gila County is requesting bid proposals from qualified Contractors to professionally install pavement markings on various roadways throughout Gila County. Each fiscal year the County lists the roads that will need pavement markings. The term of this contract will have the option of three (3) one (1) year extensions if agreed by both parties.

Bid proposals for the material and services as specified will be received by Gila County Finance until the time and date cited.

For the purposes of this Request for Bid, "Contractor" is defined as an individual or an entity who submits a bid.

SCOPE OF WORK:

- 1. Paint used shall meet the following specifications: -- TTP 1952E, Type III, waterborne high build traffic paint.**
- 2. The glass beads will be mechanically applied at the rate of 6-8 lbs./gallon of yellow/white paint. (Hand spreading will not be allowed.) Beads shall meet ADOT 708 Specifications or Federal Spec. TTP 1325D Type I. The paint shall be applied at the rate of 250 to 300 feet per gallon for a solid 4", yellow or white line.**
- 3. Layout:** The yellow and white stripes shall be 4" in width. **In the case of wider stripes, item 7 below applies.** Where skip dash is applied, the dash will be 10' long with a 30' skip.
- 4. Acceptance:** Each project must be approved by County for acceptance. Once a mobilization for striping work is started, it shall be completed at that time. Unit cost assumes one mobilization for the striping project.
- 5. Preparation:** The county will pre-sweep the areas designated to be striped prior to the application of the paint. Striping shall be initiated within **30 days** of the completion of sweeping of those areas to be striped.
- 6. Equipment:** The painting machine shall be truck mounted with appropriate amber warning beacons.
- 7. Line Pricing:** Where lines are wider than that of 4", such as turn lanes or areas with designated centerline stripes with greater widths, they shall be paid for using the 4" wide stripe unit cost prorated for greater width. Example: 8" wide lines will be paid at 2 times the cost of a 4" wide line.
- 8. Protection:** Newly painted markings shall be protected from traffic until the paint is cured. The method of protection shall not constitute a hazard to the traveling public. Damage to any markings as a result of tracking shall be repaired by the Contractor. Signing and cone placement shall be

appropriate to advise drivers to stay off the wet paint. **Claims of paint damage to vehicles will be referred to the vendor.**

9. Traffic Control: Traffic control shall be the responsibility of the contractor. Traffic control shall comply with the Federal Highway Administration Manual on Uniform Traffic Control Devices Part VI. **Contractor must maintain traffic flow; total street closures are not allowed.**

10. Method of Measurement: This work shall be measured by the linear footage of longitudinal reflectorized pavement markings, on the surface of the markings, for the type and width specified. Broken lines shall be measured including gaps between line segments. Double lines shall be measured as one line. Any repair work ordered by the Engineer shall not be measured.

11. Limits: No edge line striping through any roadway entry/exit adjacent to the striped roadway. No centerline or edge line striping will be allowed through all other intersections, low water crossings, or cattle guards.

12. 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.

Period of Performance: The performance period of this contract is from the start date in the Notice to Proceed and shall be completed no later than September 26, 2022.

Arizona Contractor's License: Contractor must have a valid Arizona Contractor's License of a type which meets all criteria and requirements to perform the work as specified in the contract documents in accordance with the Arizona State Registrar of Contractors.

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.

GENERAL REQUIREMENTS

The Contractor shall perform complete services as described in this contract. The Contractor shall include all planning, administration, and management necessary to assure that all services comply with the contract, the county's schedules and instructions, and all applicable laws and regulations.

The Contractor shall meet all standards of performance identified in the contract. The Contractor shall perform all related support functions such as supply, subcontracting, quality control, financial oversight, and maintenance of complete records and files.

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

Safety: Gila County assumes no responsibility for injuries or damages suffered by Contractor, its officers, agents, or employees, while engaged in the performance of this Contract. Contractor agrees to take reasonable measures to provide for the safety and security of its own workforce, and for the safety and security of all others present at the work sites while engaged in the performance of this Contract. The contractor shall ensure that employees are supplied and use proper personal safety equipment (i.e. reflective vests, hardhats, eye protection, proper hearing protection, gloves, and safety boots) and follow safe work procedures, which protect contractor employees and citizens in the vicinity of the job site. The contractor shall establish a safety zone around the work area and establish a safety system to prevent worker injuries. The contractor shall assume any liability for any injury incurred by contractor personnel while working on site. Daily, the contractor shall install warning markers and other devices to prevent injuries to vehicles, pedestrians, and others who may be on site.

MANAGEMENT & SUPERVISION

Supervision: The Contractor shall designate a representative, who will be always responsible for on-site supervision of the Contractor's workforce. This supervisor shall be the focal point for the Contractor and shall be the point of contact with Gila County personnel.

Quality Control: The Contractor shall be responsible for quality control. The Contractor shall perform inspection visits to the work site and will conduct a final walk-through with Gila County representatives at the completion of the project.

Notification Of Noncompliance: The Project Supervisor will promptly notify the Contractor of any detected noncompliance with the foregoing requirements. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, shall be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to promptly comply, the Project Supervisor may issue an order stopping all or part of the work until satisfactory corrective action is taken. The Contractor shall make no part of the time lost due to such stop orders the subject of claim for excess costs or damages. Failure to recognize and correct non-compliant work/materials in a timely manner (3-5 days) will also be considered grounds for termination.

Removal Or Unacceptable and Unauthorized Work: All work which does not conform to the requirements of the Contract will be considered unacceptable. Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness or any other cause, found to exist

prior to the final acceptance of the work, shall be remedied or removed immediately and replaced in an acceptable manner.

Default and Termination of Contract: The Contractor shall be considered in default of his contract and such default will be considered as cause for Gila County to terminate the contract for any of the following reasons if the Contractor:

- (a) Fails to begin the work under the contract within the time specified in the "Notice to Proceed"; or
- (b) Fails to perform the work or fails to provide sufficient workers, equipment, or materials to assure completion of work in accordance with the terms of the contract; or
- (c) Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable; or
- (d) Discontinues the prosecution of the work; or
- (e) Fails to resume work which has been discontinued within a reasonable time after notice to do so; or
- (f) Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency; or
- (g) Allows any final judgment to stand against him unsatisfied for a period of 10 days; or
- (h) Makes an assignment for the benefit of creditors; or
- (i) For any other cause whatsoever, fails to carry on the work in an acceptable manner.

Should the County consider the Contractor in default of the contract for any reason hereinbefore, the Contractor shall immediately be given written notice as to the reasons for considering the Contractor in default and the County's intentions to terminate the contract.

If the Contractor, within a period of 10 calendar days after such notice, does not proceed in accordance therewith, then the County will, upon written notification from the Project Supervisor of the facts of such delay, neglect, or default and the Contractor's failure to comply with such notice, have full power and authority without violating the contract, to take the prosecution of the work out of the hands of the Contractor.

The County may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of said contract according to the terms and provisions thereof or use such other methods as in the opinion of the Project Supervisor will be required for the completion of said contract in an acceptable manner.

All costs and charges incurred by the County, together with the cost of completing the work under contract, will be deducted from any monies due or which may become due the Contractor. If such expense exceeds the sum that would have been payable under the contract, then the Contractor shall be liable and shall pay to the County the amount of such excess.

Measurement and Payment: For all items of work, other than those to be paid by lump sum, after work is completed and before final payment is made therefore, the Engineer will make final measurements to determine quantities of the items of work Performed as the basis for final settlement. The Contractor, in the case of unit price items, will be paid for actual amount of work performed and for actual quantity of materials in place.

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.

INFORMATION REQUESTS: All requests for additional information shall be put in writing and directed to:

Betty Hurst, Contracts Administrator, (928) 402-4355. Questions received through August 8, 2022, at 3:00 p.m. will be sent to all bidders no later than August 9, 2022 at 3:00 p.m.

INSTRUCTIONS TO BIDDERS

IMPORTANT: EXHIBIT "A", INSTRUCTIONS TO BIDDERS AND EXHIBIT "B", BIDDERS AWARD AGREEMENT ARE BASIC CONTENT TO GILA COUNTY BID PACKAGES. INDIVIDUAL BIDS MAY REQUIRE DIFFERENT LANGUAGE FOR INSTRUCTIONS AND AWARD AGREEMENTS. WHERE APPLICABLE, SUCH CHANGES WILL APPEAR IN EXHIBIT "C", MINIMUM PRODUCT SPECIFICATIONS AND INFORMATION AND TAKE PRECEDENCE OVER THE LANGUAGE APPEARING IN EXHIBITS "A" & "B".

EXHIBIT "A" INSTRUCTIONS TO BIDDERS

Preparation of Sealed Bid

- A. Sealed bids will be received by the Gila County Finance Department, from individuals and Contractors to deliver the product(s), goods and services contained, to establish a contract for specified locations within Gila County. The county seeks sealed bids only from qualified, experienced Contractors able to provide services which are, in all respects, responsive to the specifications. All bids shall be on the forms provided in this request for sealed bid package. It is permissible to copy these forms if required but copies must have original signatures, single sided.
- B. Before submitting its bid and qualification form each Contractor shall familiarize itself with the scope of work, laws, regulations and other factors affecting performance of work. It shall carefully correlate its observations with requirements of the Contract and otherwise satisfy itself of the expense and difficulties attending the performance of the work.

The submission of a bid will constitute a representation of compliance by the Contractor. There will be no subsequent financial adjustment, other than that provided for by the Contract, for lack of such familiarization.

- C. Contractors must complete the bid and qualifications forms provided in this request for bid package in full, original signature in ink, by the person(s) authorized to sign the bid and to be submitted at the time of bid and made a part of this contract.

The county will use the bid and qualifications form in evaluating the capacity of Contractor(s) to perform the scope of services as set forth in the Contract. Failure of any Contractor to complete and submit the price sheet and signature and offer page at time and place of opening shall be grounds for automatic disqualification of the Contractor(s) from further consideration.

- D. The names of all persons authorized to sign the bid must also be legibly printed below the signature. Evidence of the authority of the person signing shall be furnished.
- E. The full name of each person or company interested in the request for bid shall be listed on the bid.
- F. No alterations in bids, or in the printed forms therefor, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the Contractor; if initialed, the county may require the Contractor to identify any alteration so initialed.

Addendum

Any addendum issued as a result of any change in this request for sealed bid must be acknowledged by all Contractors in the following manner:

1. Completion of the bidder checklist & addenda acknowledgment form.
2. Copies of all addenda must be attached to the submittal.

Failure to indicate receipt of addenda in the above manner may result in a bid being rejected as non-responsive.

Inquiries

Any questions related to this request for bid must be directed to those whose names appear on the notice. The Procurement requires all questions be submitted in writing. Any correspondence related to a request for bids should refer to the appropriate request for bids number, page, and paragraph number.

However, the Contractor(s) must not place the request for bid number on the outside of an envelope containing questions since such an envelope may be identified as a sealed bid and may not be opened until after the official request for bid due date and time. **Questions received after 3:00 P.M., Monday August 8, 2022, will not be answered.** Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Late Bids

Any bid received later than the date and time specified on the notice for sealed bid will be returned unopened. Late bids shall not be considered. Any Contractor submitting a late bid shall be so notified.

Submittal Bid Format:

It is required that **One (1) Original and One (1) copy (2 TOTAL) with original signatures on each (2) of the bid and all forms shall be submitted.** The county will not be liable for any cost incident to the preparation of bid, materials, reproductions, presentations, copy-right infringements, etc. It is permissible to copy these forms if required. Facsimiles or mailgrams shall not be considered. **Spiral bound bids are not permitted.** Failure to include all required documents, **all with original signatures**, may invalidate the bid.

1. By signature in the offer section of the offer and acceptance page, Contractor certifies:
 - A. The submission of the offer did not involve collusion or other anti-competitive practices.
 - B. The Contractor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
2. Bids submitted early may be modified or withdrawn by notice to the party receiving bids at the place and prior to the time designated for receipts of bids.
3. The county is not responsible for any Contractor's errors or omissions. Negligence in preparing an offer confers no right to the Contractor unless the Contractor discovers and corrects such errors prior to the bid deadline.

The Bid shall be submitted in a sealed envelope, Two (2) copies with original signatures shall be provided by the Bidder. The words "SEALED BID" with Bid Title "ON-CALL PAVEMENT MARKINGS", Bid No., "060322", Date "August 16, 2022", and time "3:00 PM" of bid opening shall be written on the envelope. The Bidder(s) shall assume full responsibility for timely delivery at the location designated in the notice. Spiral bound bids are not permitted.

GENERAL TERMS AND CONDITIONS

Award of Contract

1. The Gila County Board of Supervisors reserves the right to award any bid by individual line item, by group of line items or as total, or any part thereof, whichever is deemed to be in the best interests of, and most advantageous to the County of Gila.
 - a. Notwithstanding any other provisions of the IFB, the county reserves the right to:
 1. Waive any immaterial defects or informalities; or
 2. Reject any or all bids; or portions thereof; or
 3. Reissue a request for bid.
2. It is the responsibility of the Gila County Board of Supervisors to let the county contracts to the lowest responsive and responsible Contractor(s).
3. Further, the County reserves the right to reject the bid of any Contractor(s) who has previously failed to perform adequately after having once been awarded a prior bid for furnishing and installing materials similar in nature or providing similar services.
4. All submitted forms provided in this request for bid will be reviewed by the Gila County attorney and Gila County Board of Supervisors.
5. The apparent successful Contractor shall sign and file with the county, within ten (10) days after the date of the notice of intent to award, all documents necessary to successfully execute the contract.

Protests

Only other Contractors who have submitted a timely bid have the right to protest. A protest of an award must be filed within ten (10) days after the award by the Board of Supervisors. A protest must be in writing and must include the following:

- A. Name, address and telephone number of the protester.
- B. Signature of the protester or its representative, and evidence of authority to sign.
- C. Identification of the contract and the solicitation or contract number.
- D. Detailed statement of the legal and factual grounds of protest including copies of relevant documents.
- E. The form of relief requested.

All protests shall be sent to the attention of the Gila County Board of Supervisors, 1400 East Ash Street, Globe, Arizona 85501.

Laws and Ordinances

This agreement shall be governed and enforced under the laws of the State of Arizona and Gila County. 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.

EXHIBIT "B" CONTRACT AWARD AGREEMENT

This exhibit shall serve as an example of the contract agreement to any Contractor, its agents, subcontractors, or representatives, awarded this or any portion of this contract by the county, i.e. by submitting bids to this solicitation requiring sealed bids, it does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Contractor's signature(s) appearing on all forms contained in this solicitation.

Overcharges by Antitrust Violations

The county maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the county any and all claims for such overcharges as to the goods or services used to fulfill the contract.

Authority to Contract

This contract shall be based upon the request for bid issued by the county and the offer submitted by the Contractor in response to the IFB. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the IFB. The county reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the County Attorney, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between Gila County and the Contractor relating to these requirements and shall prevail over any and all previous agreements, contracts, bids, negotiations, purchase orders, or master agreement in any form. The contract activity is issued under the authority of the Gila County Board of Supervisors. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of Gila County in the form of an official contract amendment. Any attempt to alter any documents on the part of the Contractor or any agency is a violation of the county procurement code. Any such action is subject to the legal and contractual remedies available to the county inclusive, but not limited to, contract cancellation, suspension and debarment of the Contractor.

Contract Amendments

The contract shall be modified only by a written contract amendment signed by the Gila County Board of Supervisors and persons duly authorized to enter into contracts on behalf of the Contractor.

Contract Default

- A. The county, by written notice of default to the Contractor, may terminate the whole or any part of this contract in any one of the following circumstances:
 - 1. If the Contractor fails to make delivery of the supplies or deliverables, or to perform the services within the times specified; or
 - 2. If the Contractor fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.
- B. In the event the county terminates this contract in whole or part, the county may procure supplies or services similar to those terminated, and the Contractor shall be liable to the county for any excess costs for such similar supplies or services.

Right to Assurance

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the other party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made, and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

Cancellation of County Contracts

This contract is subject to the cancellation provisions of **A.R.S. §38-511**.

Termination of Contract

The county, with or without cause, may terminate this contract at any time by mutual written consent, or by giving thirty (30) days written notice to the Contractor. The county at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the county shall be liable only for payment under the payment provisions of this contract for the services rendered and accepted material received by the county before the effective date of termination.

The county reserves the right to cancel the whole or any part of this contract due to failure of the Contractor to carry out any term, promise, or condition of the contract. The county will issue a written ten (10) day notice of default to Contractor for acting or failing to act as in any of the following:

1. In the opinion of the county, the Contractor fails to perform adequately the stipulations, conditions or services and specifications required in the contract.
2. In the opinion of the county, the Contractor attempts to impose on the county material products, or workmanship, for services which are of unacceptable quality.
3. Contractor fails to furnish the required service or product within the time stipulated in the contract.
4. In the opinion of the county, the Contractor fails to make progress in the performance of the requirements of the contract or give the county a positive indication that Contractor will perform to the requirements of the contract.

Each payment obligation of the county created hereby is conditioned upon the availability of county, state and federal funds, which are appropriated or allocated for the payment of such an obligation.

If funds are not allocated by the county and available for the continuance of service herein contemplated, the contract period for the service may be terminated by the county at the end of the period for which funds are available. The county shall notify the Contractor at the earliest possible time which service may be affected by a shortage of funds.

No penalty shall accrue to the county in the event this provision is exercised, and the county shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

Indemnification Clause

Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all 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 the Contractor will be responsible for primary loss investigation, defense and judgment costs.

General

After receipt of all bids, each submittal shall be screened to determine if any shall be deemed non-responsive. Unsigned bids, unacknowledged addenda, incomplete bids, non-conformance with mandatory requirements, etc., may result in the determination of non-responsive.

Subsequent to the initial review, all remaining bids shall be reviewed by the Gila County Finance Department to evaluate the information submitted, perform tests when necessary and make comparisons in order to approve or reject the request. If rejected, the purchasing department shall give written notice to the bidder submitting this request.

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 do not limit the indemnity covenants contained in this contract. The county does not warrant 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 may 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

- 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 does not warrant that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

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

All certificates and endorsements are to be received and approved by the County before work commences.

Each insurance policy required by this contract must be in effect at or prior to commencement of work under this contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to bhurst@gilacountyaz.gov. The county project and 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 insureds 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.

MINIMUM SPECIFICATIONS

EXHIBIT "C" MINIMUM SPECIFICATIONS – PRODUCT SPECIFICATIONS

Purpose

It is the intent of this invitation for bids to enter into a contract with a qualified Contractor to provide ON-CALL PAVEMENT MARKINGS for Gila County.

This specification is intended to describe the type, size, and quality, which will best meet the demands of the using department. It is NOT intended to favor any one brand or make. The mention of brand names or components merely serves to specify the quality or general type required.

SECTION 1.0

General Purpose

- 1.1 All bids must represent the entire package. Partial awards will not be made unless otherwise stated in the bid specifications.
- 1.2 The parties specifically understand and agree that the quantities used for bidding purposes are estimates of county needs and in no event shall the county be obligated to purchase the exact quantities of any item set forth in the bid. The county does not guarantee any maximum or minimum amounts of purchase.
- 1.3 Contractor shall review its bid submission to assure the following requirements are met.
 - 1.3.1 **One (1) original and one (1) copy, total of two (2), all with original signatures, shall be submitted at time of bid opening.**
 - 1.3.2 Qualification and Certification Form (page 16)
 - 1.3.3 Price Sheet (page 17)
 - 1.3.4 No Collusion Certification (page 18)
 - 1.3.5 Certification of Debarment (page 19)
 - 1.3.6 Intentions Concerning Subcontracting (page 20)
 - 1.3.7 Legal Arizona Workers Act Compliance (page 21)
 - 1.3.8 Israel Boycott Certification (page 22)
 - 1.3.9 Checklist & Addenda Acknowledgment (page 23)
 - 1.3.10 Certification of No Forced Labor (page 24)
 - 1.3.11 Offer Page (page 25)
 - 1.3.12 Surety (Bid) Bond (page 26)
 - 1.3.13 Acceptance of Offer (page 27)

SECTION 2.0

Bid Pricing & Term

- 1.1 Prices shall be in effect for the duration of the contract period. Contractor shall incorporate all profit and discount into their price. The exception will be any price reduction, which will be applied to the contract immediately upon the Contractor's or Gila County's discovery of any such price reduction. If a renewal contract is requested, additional pricing with detailed explanations may be entertained by the County prior to renewal. Written documentation will be required to present to the Board of Supervisors.
- 2.2 The term of the contract shall commence upon award and shall remain in effect until the completion of the required work as designated by the County.

QUALIFICATION AND CERTIFICATION FORM

EXHIBIT "D" Bidder Qualifications and Certification

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.

Contract Number 060322 ON-CALL PAVEMENT MARKINGS

The applicant submitting this bid warrants the following:

1. Name, Address, and Telephone Number of Principal Contractor:
Franklin Striping, Inc.
2832 S. 45th Street Phoenix, AZ 85040
(480) 898-1180
2. Has 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 Contractor's disqualification, and whether this disqualification remains in effect in the narrative part of this contract.
4. Has Contractor ever terminated a contract for cause with any individual or entity, government or otherwise, (under Contractor'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. **Current Contractor Business Arizona License Number:** 86-0831300
(If Applicable)


Signature of Authorized Representative

Randy Franklin
Printed Name

President
Title

PRICE SHEET

Please complete price sheet in its entirety for the services provided in IFB 060322 ON-CALL PAVEMENT MARKINGS.

Contractor Name: Franklin Striping, Inc.

Phone No.: (480) 898-1180

BID PRICING	
PRICE PER 4" YELLOW LINE	\$ <u>.24</u>
PRICE PER 8" YELLOW LINE	\$ <u>.48</u>
PRICE PER 4" WHITE LINE	\$ <u>.24</u>
PRICE PER 8" WHITE LINE	\$ <u>.48</u>
TENTATIVE START STATE	<u>9/12/2022</u>

****All applicable taxes shall be included in bid amount.**



Signature of Authorized Representative

Randy Franklin

Printed Name

President

Title

**CERTIFYING THAT THERE WAS NO COLLUSION
IN BIDDING FOR CONTRACT**

STATE OF ARIZONA)
)ss
COUNTY OF GILA)

Randy Franklin
(Name of Individual)

being first duly sworn, deposes and says:

That he or she is
President
(Title)

Of Franklin Striping, Inc. and
(Name of Business)

That he or she is submitting a bid on **IFB NO. 060322 ON-CALL PAVEMENT MARKINGS**, and,

That pursuant to Section 112 (C) of Title 23 USC, he or she certifies as follows:

That neither he or she nor anyone associated with the said

Franklin Striping, Inc.
(Name of Business)

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

Franklin Striping, Inc.
Name of Business

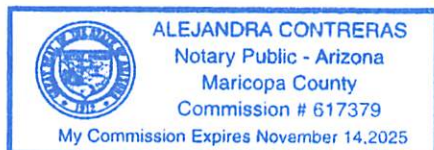
[Signature]
By

President
Title

Subscribed and sworn to before me this 16th day of August, 2022.

Alejandra Contreras
Notary Public

My Commission expires: 11/14/2025



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/bid had one or more public transactions (Federal, State, or local) terminated for cause or default

I understand that a false statement on this certification may be grounds for rejection of this bid or termination of the award. IN addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Randy Franklin, President

Typed Name and Title of Authorized Representative



Signature of Authorized Representative


☐I am unable to certify the above statements. My explanation is attached

CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING

At the time of the submission of bids on **Bid No. 060322 ON-CALL PAVEMENT MARKINGS** my intention concerning subcontracting a portion of the work is as indicated below.

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 Arizona Registrar of Contractors License Number. List must be provided in a sealed envelope marked "List of Subcontractors".

- ☐ **YES**, it is my intention to subcontract a portion of the work.
- ☒ **NO**, it is not my intention to subcontract a portion of the work.



Signature of Authorized Representative

Randy Franklin

Printed Name

President

Title

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 delivery of services.

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 ensure that subcontractor is in compliance with these requirements. Any breach of this paragraph by subcontractor will be deemed to be a material breach of this contract subjecting subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor.



Signature of Authorized Representative

Randy Franklin

Printed Name

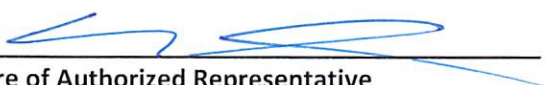
President

Title

ISRAEL BOYCOTT CERTIFICATION

Contractor hereby certifies that it is not currently engaged in and will not, for the duration of this agreement, engage in a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by County up to and including termination of this agreement.

Date: 8/16/2022



Signature of Authorized Representative

Randy Franklin

Printed Name

President

Title

Unless and until the District Court's injunction in *Jordahl* is stayed or lifted, the Anti-Israel Boycott Provision (A.R.S. §35-393.01 (A)) is unenforceable and the State will take no action to enforce it.

Certification of No Forced Labor:

The Company does not currently, and agrees for the duration of this Agreement that the Company will not use:

1. The forced labor of Ethnic Uyghurs in the People's Republic of China;
2. Any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China; and,
3. Any contractors, subcontracts, or suppliers that use the forced labor or any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China.

The Company further agrees that if the Company becomes aware, during the term of the Agreement, that the Company is not in compliance with this Certification, the Company shall notify the County within 5 business days after becoming aware of the non-compliance. If the Company does not remedy the non-compliance within 180-days after sending notice of non-compliance, this Agreement shall automatically terminate.

Date: 8/16/2022



Signature of Authorized Representative

Randy Franklin
Printed Name

President
Title

BIDDER CHECKLIST & ADDENDA ACKNOWLEDGMENT








NOTICE IS HEREBY GIVEN that all bid documents shall be completed and executed and submitted with this IFB. If Contractor fails to complete and execute any portion of the bid documents, all with original signatures, the IFB may be determined to be non-responsive and rejected.

CHECKLIST:


REQUIRED DOCUMENT

COMPLETED AND EXECUTED

QUALIFICATION & CERTIFICATION FORM
PRICE SHEET
NO COLLUSION FORM
INTENTIONS IN SUBCONTRACTING
LEGAL ARIZONA WORKERS ACT COMPLIANCE
ISRAEL BOYCOT CERTIFICATION
CHECKLIST & ADDENDA ACKNOWLEDGMENT
OFFER PAGE
SURETY (Bid) BOND

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

	#1	#2	#3	#4	#5
Initials		_____	_____	_____	_____
Date	8/16/2022	_____	_____	_____	_____

Signed and dated this 16th day of August, 2022

Franklin Striping, Inc.

Contractor:

Randy Franklin

By: 

Each bid shall be sealed in an envelope addressed to the Finance Department, Gila County and bearing the following statement on the outside of the envelope: Request for Sealed bids: Bid No. 060322 ON-CALL PAVEMENT MARKINGS. All bids shall be filed with the Gila County Finance Department in the Copper Building at 1400 E. Ash St., Globe, AZ on or before, **August 16, 2022**, by 3:00 PM.

OFFER PAGE

TO GILA COUNTY:

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

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

CONTRACT NUMBER: 060322 ON-CALL PAVEMENT MARKINGS

Contractor Submitting Bid:

Franklin Striping, Inc.
Company Name

2832 S. 45th Street
Address

Phoenix	AZ	85040
City	State	Zip

For clarification of this offer, contact:

Name: Phil Kowalczyk

Phone No.: (480) 252-7430

Fax _____

Email: estimating@franklinstriping.com

Signature of Authorized Person to Sign

Randy Franklin

Printed Name

President _____

Title _____

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

GILA COUNTY

SURETY (BID) BOND (BB-1)

(Penalty of this bond must not be less than 10% of the bid amount)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Franklin Striping, Inc.,

as Principal, hereinafter called the Principal, and Merchants National Bonding, Inc.,

a corporation duly organized under the laws of the State of Iowa,

as Surety, hereinafter called the Surety, holding a certificate of authority to transact surety business in this State issued by the Director of the Department of Insurance, are held and firmly bound unto Gila County as Obligee, hereinafter called the Obligee, in the sum of ten percent (10%) of the amount bid, submitted by Principal to Gila County for the work described below, for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is herewith submitting its proposal for:

BID NO. 060322 ON-CALL PAVEMENT MARKINGS

NOW THEREFORE, if the Obligee, acting by and through its Public Works Director, accepts the proposal of the Principal and the Principal shall enter into contract with the Obligee in accordance with the terms of such proposal, and give such bonds and certificates of insurance as may be specified in the contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bonds and certificates of insurance, if the Principal shall pay to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise, it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of ARS '34-201, and all liabilities on this bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.

IN WITNESS WHEREOF, we hereunto set our hands and seals:

Principal Franklin Striping, Inc.

By

Title

President

Surety Merchants National Bonding, Inc.

By Attorney-in-Fact

Michael J. Mesenbrink, Attorney-in-Fact

Address, Attorney-in-Fact

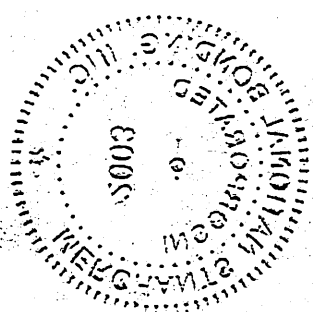
Subscribed and sworn to before me
this 15th day of August, 2022

My commission expires: March 08, 2025

Notary Public



KATHERINE LOVE
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
COMMISSION # 597455
MY COMMISSION EXPIRES
MARCH 08, 2025



UNITED STATES POSTAL SERVICE
WASHINGTON, D.C. 20540
POSTAGE WILL BE PAID BY ADDRESSEE
FIRST CLASS PERMIT NO. 1000 WASHINGTON, D.C.

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Filiberto J Islas; Heather J Perrin; Jeri Lynn Thompson; Katie Love; Lisa M Hankal; Margie Wager; Maria R Lucero; Michael J Mesenbrink; Thomas R Turner

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 1st day of March, 2021.



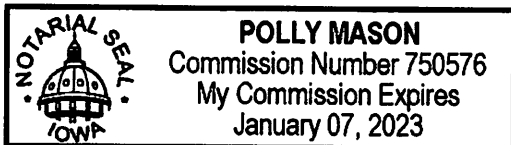
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 1st day of March, 2021, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



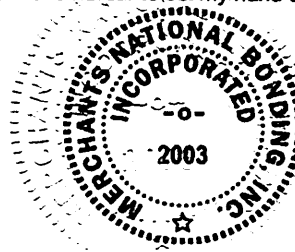
Polly Mason

Notary Public

(Expiration of notary's commission
does not invalidate this instrument)

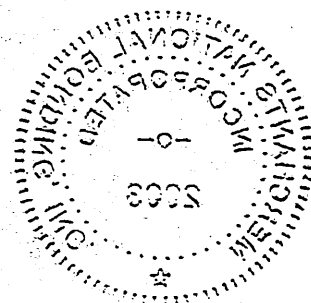
I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 15th day of August, 2022.



William Warner Jr.

Secretary



ACCEPTANCE OF OFFER
(For Gila County use only)

The Offer is hereby Accepted:

The Contractor _____ is now bound to provide the materials or services listed in IFB No.: 060322, including all terms and conditions, specifications, and amendments, and the contractor's offer as accepted by Gila County.

The contract shall henceforth be referenced to as Contract No. 060322. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives written notice to proceed from Gila County.

IN WITNESS WHEREOF, TWO (2) identical counterparts of this contract, each of which shall include original signatures, and for all purposes shall be deemed an original thereof, have been duly executed by the parties hereinabove named, on this _____ day of _____, 2022.

GILA COUNTY BOARD OF SUPERVISORS:

Woody Cline, Chairman, Board of Supervisors

ATTEST:

James Menlove, Clerk of the Board of Supervisors

APPROVED AS TO FORM:

The Gila County Attorney's Office



GILA COUNTY

REQUEST FOR PROPOSALS (RFP) NO. 081022

INSTALL MONITORING WELL AT RUSSELL GULCH LANDFILL

ADDENDUM #1:

DATE: 08/10/2022

CLARIFICATIONS:

Question: The County is requesting a bid bond of 10% for the total sum of this proposal but there are no quantities and therefore have no total.

Answer: The ceiling amount per FY2023 budget to pay on pavement marking is \$88,500. See the attachment A for Quantities.



August 16th, 2022
Mrs. Betty Hurst
Contracts Administrator
Gila County Finance Department
1400 East Ash Street
Globe, Arizona 85501

Re: Gila County
Invitation for Bids No. 060322
On-Call Pavement Markings

Mrs. Hurst,

Hulxe Construction Services, LLC. (Hulxe) is pleased to provide Gila County with our Proposal in response to the above referenced Invitation for Bid for the proposed work for On-Call Pavement Markings in Gila County, Arizona.

Our proposal includes the required documentation as prescribed in the Invitation for Bid and necessary information to support our interest in the contract work. Hulxe has received and thoroughly read all the elements of this the Invitation for Bid including terms, conditions and provisions included in the Invitation for Bid and we agree to them without reservation.

Hulxe was established in 2021 and is the parent company submitting this proposal. I will be the primary point of contact and individual authorized to negotiate on behalf of Hulxe. I can be reached by telephone at (480) 450-2372, via email at eric@hulxe.net. Our mailing address is P.O. Box 20604 Mesa, AZ 85277.

We thank you for the opportunity to submit on this project and look forward to your positive response.

Respectfully Submitted,

Eric Varela
Owner,

Included:
One Original, and One Copy.

QUALIFICATION AND CERTIFICATION FORM

EXHIBIT "D" Bidder Qualifications and Certification

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.

Contract Number 060322 ON-CALL PAVEMENT MARKINGS

The applicant submitting this bid warrants the following:

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

Hulxe Construction Services, LLC
PO Box 20604
Mesa, AZ 85277

2. Has 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 Contractor's disqualification, and whether this disqualification remains in effect in the narrative part of this contract.
4. Has Contractor ever terminated a contract for cause with any individual or entity, government or otherwise, (under Contractor'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. Current Contractor Business Arizona License Number: ROC #333865
(If Applicable)



Signature of Authorized Representative

Eric Varela

Printed Name

Owner

Title

PRICE SHEET

Please complete price sheet in its entirety for the services provided in IFB 060322 ON-CALL PAVEMENT MARKINGS.

Contractor Name: Hulxe Construction Services, LLC

Phone No.: (480) 450-2372

BID PRICING	
PRICE PER 4" YELLOW LINE	\$ <u>0.22</u> LF
PRICE PER 8" YELLOW LINE	\$ <u>0.40</u> LF
PRICE PER 4" WHITE LINE	\$ <u>0.22</u> LF
PRICE PER 8" WHITE LINE	\$ <u>0.40</u> LF
TENTATIVE START DATE	<u>September 5th 2022</u>

****All applicable taxes shall be included in bid amount.**



Signature of Authorized Representative

Eric Varela

Printed Name

Owner

Title

**CERTIFYING THAT THERE WAS NO COLLUSION
IN BIDDING FOR CONTRACT**

STATE OF ARIZONA)
)ss
COUNTY OF GILA)

(Name of Individual)

being first duly sworn, deposes and says:

That he or she is

(Title)

Of _____ and
(Name of Business)

That he or she is submitting a bid on IFB NO. 060322 ON-CALL PAVEMENT MARKINGS, and,

That pursuant to Section 112 (C) of Title 23 USC, he or she certifies as follows:

That neither he or she nor anyone associated with the said

Hulxe Construction Services, LLC

(Name of Business)

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

Hulxe Construction Services, LLC

Name of Business

Eric Varela

By

Owner

Title

Subscribed and sworn to before me this 12th day of August, 2022.

[Signature]
Notary Public

My Commission expires: March 28, 2023



ERIK DURNAL
Notary Public - State of Arizona
MARICOPA COUNTY
Commission # 581812
Expires March 28, 2023

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS**

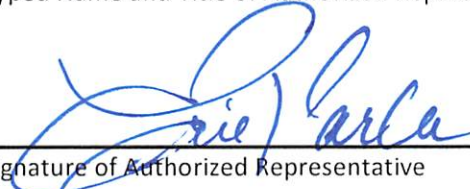
The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/bid had one or more public transactions (Federal, State, or local) terminated for cause or default

I understand that a false statement on this certification may be grounds for rejection of this bid or termination of the award. IN addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Eric Varela - Owner

Typed Name and Title of Authorized Representative


Signature of Authorized Representative

☐I am unable to certify the above statements. My explanation is attached

CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING

At the time of the submission of bids on **Bid No. 060322 ON-CALL PAVEMENT MARKINGS** my intention concerning subcontracting a portion of the work is as indicated below.

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 Arizona Registrar of Contractors License Number. List must be provided in a sealed envelope marked "List of Subcontractors".

- ☐ **YES**, it is my intention to subcontract a portion of the work.
- ☒ **NO**, it is not my intention to subcontract a portion of the work.



Signature of Authorized Representative

Eric Varela
Printed Name

Owner
Title

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 delivery of services.

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 ensure that subcontractor is in compliance with these requirements. Any breach of this paragraph by subcontractor will be deemed to be a material breach of this contract subjecting subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor.



Signature of Authorized Representative

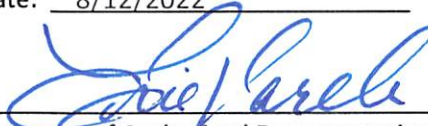
Eric Varela
Printed Name

Owner
Title

ISRAEL BOYCOTT CERTIFICATION

Contractor hereby certifies that it is not currently engaged in and will not, for the duration of this agreement, engage in a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by County up to and including termination of this agreement.

Date: 8/12/2022



Signature of Authorized Representative

Eric Varela

Printed Name

Owner

Title

Unless and until the District Court's injunction in *Jordahl* is stayed or lifted, the Anti-Israel Boycott Provision (A.R.S. §35-393.01 (A)) is unenforceable and the State will take no action to enforce it.

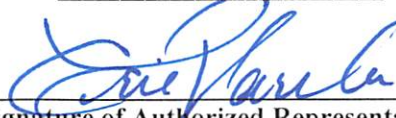
Certification of No Forced Labor:

The Company does not currently, and agrees for the duration of this Agreement that the Company will not use:

1. The forced labor of Ethnic Uyghurs in the People's Republic of China;
2. Any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China; and,
3. Any contractors, subcontracts, or suppliers that use the forced labor or any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China.

The Company further agrees that if the Company becomes aware, during the term of the Agreement, that the Company is not in compliance with this Certification, the Company shall notify the County within 5 business days after becoming aware of the non-compliance. If the Company does not remedy the non-compliance within 180-days after sending notice of non-compliance, this Agreement shall automatically terminate.

Date: 8/12/2022



Signature of Authorized Representative

Eric Varela

Printed Name

Owner

Title

BIDDER CHECKLIST & ADDENDA ACKNOWLEDGMENT

NOTICE IS HEREBY GIVEN that all bid documents shall be completed and executed and submitted with this IFB. If Contractor fails to complete and execute any portion of the bid documents, all with original signatures, the IFB may be determined to be non-responsive and rejected.

CHECKLIST:

REQUIRED DOCUMENT

COMPLETED AND EXECUTED

QUALIFICATION & CERTIFICATION FORM
PRICE SHEET
NO COLLUSION FORM
INTENTIONS IN SUBCONTRACTING
LEGAL ARIZONA WORKERS ACT COMPLIANCE
ISRAEL BOYCOT CERTIFICATION
CHECKLIST & ADDENDA ACKNOWLEDGMENT
OFFER PAGE
SURETY (Bid) BOND

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

	#1	#2	#3	#4	#5
Initials	<u>AL</u>	_____	_____	_____	_____
Date	<u>08/10/2022</u>	_____	_____	_____	_____

Signed and dated this 12 day of August, 2022

Hulxe Construction Services, LLC

Contractor:

By: Eric Varela

Each bid shall be sealed in an envelope addressed to the Finance Department, Gila County and bearing the following statement on the outside of the envelope: Request for Sealed bids: Bid No. 060322 ON-CALL PAVEMENT MARKINGS. All bids shall be filed with the Gila County Finance Department in the Copper Building at 1400 E. Ash St., Globe, AZ on or before, **August 16, 2022**, by 3:00 PM.

OFFER PAGE

TO GILA COUNTY:

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

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

CONTRACT NUMBER: 060322 ON-CALL PAVEMENT MARKINGS

Contractor Submitting Bid:

Hulxe Construction Services, LLC

Company Name

PO Box 20604

Address

Mesa AZ 85277

City State Zip

For clarification of this offer, contact:

Name: Eric Varel

Phone No.: (480) 450-2372

Fax (480) 407-6561

Email: eric@hulxe.net



Signature of Authorized Person to Sign

Eric Varela

Printed Name

Owner

Title

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

GILA COUNTY

SURETY (BID) BOND (BB-1)

(Penalty of this bond must not be less than 10% of the bid amount)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Hulxe Construction Services, LLC,
as Principal, hereinafter called the Principal, and Employers Mutual Casualty Company,
a corporation duly organized under the laws of the State of Iowa,

as Surety, hereinafter called the Surety, holding a certificate of authority to transact surety business in this State issued by the Director of the Department of Insurance, are held and firmly bound unto Gila County as Obligee, hereinafter called the Obligee, in the sum of ten percent (10%) of the amount bid, submitted by Principal to Gila County for the work described below, for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is herewith submitting its proposal for:

BID NO. 060322 ON-CALL PAVEMENT MARKINGS

NOW THEREFORE, if the Obligee, acting by and through its Public Works Director, accepts the proposal of the Principal and the Principal shall enter into contract with the Obligee in accordance with the terms of such proposal, and give such bonds and certificates of insurance as may be specified in the contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bonds and certificates of insurance, if the Principal shall pay to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise, it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of ARS '34-201, and all liabilities on this bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.

IN WITNESS WHEREOF, we hereunto set our hands and seals: August 12, 2022

Principal Hulxe Construction Services, LLC

By *Eric Varela*
Title *Eric Varela*
Owner

Surety Employers Mutual Casualty Company

Sarah E. Smith
By Attorney-in-Fact, Sarah E. Smith

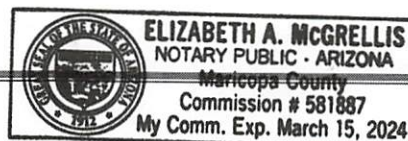
2152 South Vineyard, Suite 107
Mesa, AZ 85210

Address, Attorney-in-Fact

Subscribed and sworn to before me
this 12th day of August, 20 22

My commission expires: 03-15-2024

Notary Public *Elizabeth A. McGrellis*



ELIZABETH A. MCGRELLIS
NOTARY PUBLIC - ARIZONA
Maricopa County
Commission # 281887
My Comm. Exp. March 12, 2024



POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation

4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

Sarah E. Smith

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the Bid Bond

Any and All Bonds

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

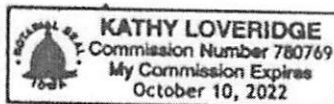
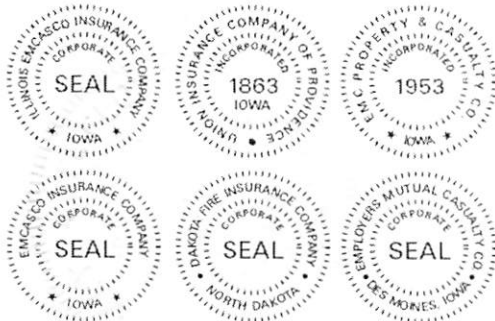
AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 30th day of March, 2020.

Seals



Scott R. Jean
Scott R. Jean, President & CEO
of Company 1; Chairman, President
& CEO of Companies 2, 3, 4, 5 & 6

Todd Strother
Todd Strother, Executive Vice President
Chief Legal Officer & Secretary of
Companies 1, 2, 3, 4, 5 & 6

On this 30th day of March, 2020 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2022.

Kathy Loveridge
Notary Public in and for the State of Iowa

CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 30th day of March, 2020, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 12th day of August, 2022.

James D. Clough
Vice President



GILA COUNTY

REQUEST FOR PROPOSALS (RFP) NO. 081022

INSTALL MONITORING WELL AT RUSSELL GULCH LANDFILL

ADDENDUM #1:

DATE: 08/10/2022

CLARIFICATIONS:

Question: The County is requesting a bid bond of 10% for the total sum of this proposal but there are no quantities and therefore have no total.

Answer: The ceiling amount per FY2023 budget to pay on pavement marking is \$88,500. See the attachment A for Quantities.

ATTACHMENT 'A' ROADS FOR STRIPING					
LOCATION	YELLOW Footage (linear	YELLOW Skip Line	WHITE Footage (FT*2)	WHITE Footage	TOTAL
GLOBE AREA					
Beer Tree Crossing	1,680.00		1,680.00		3,360.00
Besich Blvd (Hospital Road to Russell Road)	3,246.00		3,246.00		6,492.00
Bixby Road	24,063.67		9,276.00		33,339.67
Broadway st. (old oak to El Camino St.)	3,779.85		3,779.85		7,559.70
Copper Hills Road (From Globe City Limits to surface change)	25,852.87				25,852.87
Fairgrounds Road	12,798.50		12,798.50		25,597.01
Golden Hill Road (Main Street to Russell Road)	6,362.77		6,362.77		12,725.55
Hicks Drive	33,170.03				33,170.03
Hoopes Drive	4,446.00				4,446.00
Hope Lane	7,870.00				7,870.00
Ice House Canyon Road (From Globe City Limits to Forest Service Boundary)	37,987.24		16,686.00		54,673.24
Kellner Canyon Road (from Ice House Canyon to FS 55)	22,103.26		22,103.26		44,206.52
Locomotive Ave (From Railroad Ave to Pineway)	3,983.56		3,983.56		7,967.12
Main Street (Short Ave to Roberts Drive)	35,718.60		35,718.60		71,437.20
Old Oak (from US 60 to Railroad Ave.)	2,169.54		2,169.54		4,339.08
Prison Road (Fairgrounds)	3,265.72				3,265.72
Ragus Road (from Globe City Limits to Railroad Ave)	5,230.00		5,230.00		10,460.00
Railroad Ave (from Ragus to Old Oak and Pineway to Calle De loma)	9,562.67		9,562.67		19,125.34
Roberts Drive	4,990.00				4,990.00
Rose Mofford Way (Russell road to Besich Blvd.)	1,062.00		1,062.00		2,124.00
Russell Rd. (Hospital Road to F.S. 55)	33,838.21		29,318.75		63,156.96
Saguaro Drive (from Waliman Road to Globe City Limits)	4,116.00		4,116.00		8,232.00
San Carlos Drive	14,915.83				14,915.83
Six Shooter Canyon Road (from Globe City Limits to surface change)	25,014.00		25,014.00		50,028.00
Walliman Road (from Broad Street to Saguaro Drive)	9,644.18		9,644.18		19,288.37
Wheatfields Road	43,244.21		43,244.21		86,488.42
ROOSEVELT					
F.S. 446- Estates Access	5,229.15				5,229.15
Roosevelt Estates Road	11,532.00		11,532.00		23,064.00

ATTACHMENT 'A' ROADS FOR STRIPING					
LOCATION	YELLOW Footage (linear	YELLOW Skip Line	WHITE Footage (FT*2)	WHITE Footage	TOTAL
Stagecoach Trail	5,188.00				5,188.00
TONTO BASIN					
FS 423-Cline Blvd.	32,289.00	1,765.00			34,054.00
FS 423-Ewing Trail	33,594.00	7,006.00	33,594.00		74,194.00
FS 60-Across Road	9,920.00				9,920.00
FS 71-Greenback Valley Road	10,176.00				10,176.00
Old SR 60	9,102.00		9,102.00		18,204.00
PAYSON					
Christopher Creek Loop	22,072.00		22,072.00		44,144.00
Deer Creek Drive	12,394.36				12,394.36
FS 113-Hunter Creek Drive	4,119.00				4,119.00
FS 491-Colcord Rd	35,156.00		35,156.00		70,312.00
FS 64-Control Rd	21,542.40		21,542.40		43,084.80
Gibson Ranch Road	27,034.00				27,034.00
Gisela Road (Gisela)	55,230.00		55,230.00		110,460.00
Houston Mesa Road (from City limits to Whispering Pines)	96,852.00		96,852.00		193,704.00
Sycamore Ln. (Gisela)	1,604.00				1,604.00
Tonto Creek Dr. (Gisela)	5,372.00				5,372.00
PINE / STRAWBERRY					
Bradshaw Dr.	16,652.00				16,652.00
Cedar Meadow Lane	3,768.00				3,768.00
Fossil Creek Road (Cattle Guard to End of Pavement)	13,032.00				13,032.00
Fossil Creek Road (SR 87 to Cattle Guard)	26,412.00		26,412.00		52,824.00
Fuller Road	4,616.00				4,616.00
Hardscrabble Mesa Road	10,590.00				10,590.00
Holly Drive	4,032.00				4,032.00
Mistletoe Dr	10,944.00				10,944.00
Old County Rd	4,870.00				4,870.00
Pine Creek Canyon Rd	10,020.00				10,020.00

ATTACHMENT 'A' ROADS FOR STRIPING					
LOCATION	YELLOW Footage (linear	YELLOW Skip Line	WHITE Footage (FT*2)	WHITE Footage	TOTAL
Ralls Dr.	11,810.00				11,810.00
Southard Dr.	650.00				650.00
Whispering Pine Rd.	13,280.00				13,280.00
<u>YOUNG</u>					
Baker Ranch Rd. (SR 288 to end of Pavement)	9,512.00				9,512.00
FS 512(from 260 to FS 33 Mule Springs)	19,756.00	7,056.00	34,064.40		60,876.40
FS 512(Beginning of Pavement to Chamberlain Trail)	48,116.00		48,116.00		96,232.00
	Total 4" yellow foot	total 4" ski	Total 4" white	total 8" white	Total Feet
	986,580.63	15,827.00	638,668.70	0.00	1,641,076.33
No Fill- Roads that haven't been restriped for more than 5 years					
Roads Last Stripped in 2017					
Roads Last Stripped in 2018					
Roads Last Stripped in 2019					
Roads Last Stripped in 2020					

ACCEPTANCE OF OFFER
(For Gila County use only)

The Offer is hereby Accepted:

The Contractor _____ is now bound to provide the materials or services listed in IFB No.: 060322, including all terms and conditions, specifications, and amendments, and the contractor's offer as accepted by Gila County.

The contract shall henceforth be referenced to as **Contract No. 060322**. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives written notice to proceed from Gila County.

IN WITNESS WHEREOF, TWO (2) identical counterparts of this contract, each of which shall include original signatures, and for all purposes shall be deemed an original thereof, have been duly executed by the parties hereinabove named, on this _____ day of _____, 2022.

GILA COUNTY BOARD OF SUPERVISORS:

Woody Cline, Chairman, Board of Supervisors

ATTEST:

James Menlove, Clerk of the Board of Supervisors

APPROVED AS TO FORM:

The Gila County Attorney's Office

QUALIFICATION AND CERTIFICATION FORM

EXHIBIT "D" Bidder Qualifications and Certification

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.

Contract Number 060322 ON-CALL PAVEMENT MARKINGS

The applicant submitting this bid warrants the following:

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

PAVEMENT MARKING, LLC
1001 S. 54TH AVE, PHOENIX, AZ 85043
480-598-0872

2. Has 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 Contractor's disqualification, and whether this disqualification remains in effect in the narrative part of this contract.
4. Has Contractor ever terminated a contract for cause with any individual or entity, government or otherwise, (under Contractor'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. Current Contractor Business Arizona License Number: 280635
(If Applicable)



Signature of Authorized Representative

SHARON WARNER
Printed Name

VP OF FINANCE & OPS
Title

PRICE SHEET


Please complete price sheet in its entirety for the services provided in IFB 060322 ON-CALL PAVEMENT MARKINGS.

Contractor Name: PAVEMENT MARKING, LLC.

Phone No.: 480-598-0872

BID PRICING	
PRICE PER 4" YELLOW LINE	\$ <u>0.24</u>
PRICE PER 8" YELLOW LINE	\$ <u>0.48</u>
PRICE PER 4" WHITE LINE	\$ <u>0.24</u>
PRICE PER 8" WHITE LINE	\$ <u>0.48</u>
TENTATIVE START DATE	<u>9/12/2022</u>

****All applicable taxes shall be included in bid amount.**



Signature of Authorized Representative
SHANNON WARNER

Printed Name
VP OF FINANCE & Ops

Title

CERTIFYING THAT THERE WAS NO COLLUSION
IN BIDDING FOR CONTRACT

STATE OF ARIZONA)
)ss
COUNTY OF GILA)

SHANNON WARNER
(Name of Individual)

being first duly sworn, deposes and says:

That he or she is VP OF OPERATIONS & FINANCE
(Title)

Of PAVEMENT MARKINGS, LLC. and
(Name of Business)

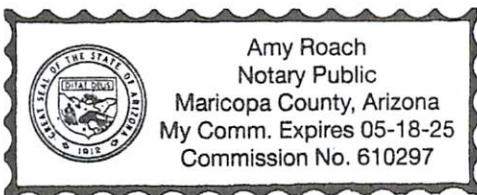
That he or she is submitting a bid on **IFB NO. 060322 ON-CALL PAVEMENT MARKINGS**, and,

That pursuant to Section 112 (C) of Title 23 USC, he or she certifies as follows:

That neither he or she nor anyone associated with the said

PAVEMENT MARKING, LLC.
(Name of Business)

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



PAVEMENT MARKINGS, LLC
Name of Business

By [Signature]

VP OF FINANCE & OPS
Title

Subscribed and sworn to before me this 10 day of August, 2022.

[Signature]
Notary Public

My Commission expires: 05/18/2025


**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/bid had one or more public transactions (Federal, State, or local) terminated for cause or default

I understand that a false statement on this certification may be grounds for rejection of this bid or termination of the award. IN addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

SHANNON WARNER VP of FINANCE & OPS
Typed Name and Title of Authorized Representative


Signature of Authorized Representative

☐I am unable to certify the above statements. My explanation is attached

CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING

At the time of the submission of bids on **Bid No. 060322 ON-CALL PAVEMENT MARKINGS** my intention concerning subcontracting a portion of the work is as indicated below.

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 Arizona Registrar of Contractors License Number. List must be provided in a sealed envelope marked "List of Subcontractors".

☐ **YES**, it is my intention to subcontract a portion of the work.

☒ **NO**, it is not my intention to subcontract a portion of the work.



Signature of Authorized Representative

SHANNON WARNER

Printed Name

VP OF FINANCE + OPS

Title

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 delivery of services.

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 ensure that subcontractor is in compliance with these requirements. Any breach of this paragraph by subcontractor will be deemed to be a material breach of this contract subjecting subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor.



Signature of Authorized Representative

SHANNON WARNER

Printed Name

VP OF FINANCE & Ops

Title

ISRAEL BOYCOTT CERTIFICATION

Contractor hereby certifies that it is not currently engaged in and will not, for the duration of this agreement, engage in a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by County up to and including termination of this agreement.

Date: 8/10/2022



Signature of Authorized Representative

SHANNON WARNER

Printed Name

VP OF FINANCE & OPS

Title

Unless and until the District Court's injunction in *Jordahl* is stayed or lifted, the Anti-Israel Boycott Provision (A.R.S. §35-393.01 (A)) is unenforceable and the State will take no action to enforce it.

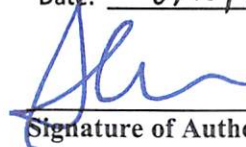
Certification of No Forced Labor:

The Company does not currently, and agrees for the duration of this Agreement that the Company will not use:

1. The forced labor of Ethnic Uyghurs in the People's Republic of China;
2. Any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China; and,
3. Any contractors, subcontracts, or suppliers that use the forced labor or any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China.

The Company further agrees that if the Company becomes aware, during the term of the Agreement, that the Company is not in compliance with this Certification, the Company shall notify the County within 5 business days after becoming aware of the non-compliance. If the Company does not remedy the non-compliance within 180-days after sending notice of non-compliance, this Agreement shall automatically terminate.

Date: 8/10/22



Signature of Authorized Representative

SHANNON WARNER
Printed Name

VP OF FINANCE & OPS
Title

BIDDER CHECKLIST & ADDENDA ACKNOWLEDGMENT

NOTICE IS HEREBY GIVEN that all bid documents shall be completed and executed and submitted with this IFB. If Contractor fails to complete and execute any portion of the bid documents, all with original signatures, the IFB may be determined to be non-responsive and rejected.

CHECKLIST:

REQUIRED DOCUMENT

COMPLETED AND EXECUTED

QUALIFICATION & CERTIFICATION FORM

X

PRICE SHEET

X

NO COLLUSION FORM

X

INTENTIONS IN SUBCONTRACTING

X

LEGAL ARIZONA WORKERS ACT COMPLIANCE

X

ISRAEL BOYCOT CERTIFICATION

X

CHECKLIST & ADDENDA ACKNOWLEDGMENT

X

OFFER PAGE

X

SURETY (Bid) BOND


X

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

	#1	#2	#3	#4	#5
Initials	<u>JS.</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Date	<u>8/10/22</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

Signed and dated this 10th day of AUGUST, 2022

JEFF SANDY PAVEMENT MARKING, LLC
Contractor:

By: 

Each bid shall be sealed in an envelope addressed to the Finance Department, Gila County and bearing the following statement on the outside of the envelope: Request for Sealed bids: Bid No. 060322 ON-CALL PAVEMENT MARKINGS. All bids shall be filed with the Gila County Finance Department in the Copper Building at 1400 E. Ash St., Globe, AZ on or before, **August 16, 2022**, by 3:00 PM.

OFFER PAGE

TO GILA COUNTY:

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

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

CONTRACT NUMBER: 060322 ON-CALL PAVEMENT MARKINGS

Contractor Submitting Bid:

PAVEMENT MARKING, LLC.
Company Name

1001 S. 54th AVENUE
Address

PHOENIX AZ 85043
City State Zip

For clarification of this offer, contact:

Name: JEFF SARPY

Phone No.: 602-769-5016

Fax 480-598-0873

Email: JEFF.SARPY@PMIAZ.COM



Signature of Authorized Person to Sign

SHANNON WARNER
Printed Name

VP OF FINANCE & Ops
Title

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

GILA COUNTY

SURETY (BID) BOND (BB-1)

(Penalty of this bond must not be less than 10% of the bid amount)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned PMI Pavement Marking, LLC,

as Principal, hereinafter called the Principal, and Arch Insurance Company,

a corporation duly organized under the laws of the State of Missouri,

as Surety, hereinafter called the Surety, holding a certificate of authority to transact surety business in this State issued by the Director of the Department of Insurance, are held and firmly bound unto Gila County as Obligee, hereinafter called the Obligee, in the sum of ten percent (10%) of the amount bid, submitted by Principal to Gila County for the work described below, for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is herewith submitting its proposal for:

BID NO. 060322 ON-CALL PAVEMENT MARKINGS

NOW THEREFORE, if the Obligee, acting by and through its Public Works Director, accepts the proposal of the Principal and the Principal shall enter into contract with the Obligee in accordance with the terms of such proposal, and give such bonds and certificates of insurance as may be specified in the contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bonds and certificates of insurance, if the Principal shall pay to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise, it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of ARS '34-201, and all liabilities on this bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.

IN WITNESS WHEREOF, we hereunto set our hands and seals:

Principal PMI Pavement Marking, LLC

By 

Title VP OF FINANCE + OPS

Surety Arch Insurance Company


By William Reidinger, Attorney-in-Fact
20 NORTH MARTINGALE ROAD, SUITE 100
SCHAUMBURG, IL 60173

Address, Attorney-in-Fact
Subscribed and sworn to before me
this 16th day of August, 20 22

My commission expires: 10/10/2022

Notary Public

(Witness) Cassidy Kelly





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint: **William Reidinger**

its true and lawful Attorney(s) in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (90,000,000.00). Any and all bonds, undertakings, recognizances and other surety obligations.

Surety Bond Number: **Bid Bond**
Principal: **PMI Pavement Marking, LLC**
Obligee: **Gila County**

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on December 11, 2020, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on December 11, 2020:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on December 11, 2020, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 2nd day of July, 2021.

Attested and Certified

Regan A. Shulman

Regan A. Shulman, Secretary



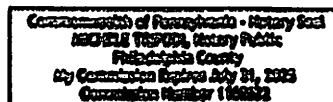
Arch Insurance Company

Stephen C. Ruschak

Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



Michele Tripodi

Michele Tripodi, Notary Public
My commission expires 07/31/2025

CERTIFICATION

I, Regan A. Shulman, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated July 2, 2021 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 16th day of August, 2022.

Regan A. Shulman

Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance - Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102

To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com. Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.



AICPOA040120

Printed in U.S.A.

ARF-7547

Regular Agenda Item 3. H.

Regular BOS Meeting

Meeting Date: 09/20/2022

Submitted For: Steve Sanders, Director

Submitted By: Betty Hurst, Contracts Administrator

Department: Public Works

Fiscal Year: 2023

Budgeted?: Yes

Contract Dates 10-18-22 to 06-30-23

Grant?: No

Begin & End:

Matching No

Fund?: Renewal

Requirement?:

Information

Request/Subject

Request to Advertise Invitation for Bids No. 082122-One (1) New Ford F350 Super Cab 4x4 Cab and Chassis

Background Information

The advertisement for one (1) New Ford F-350 Super Cab 4X4 Cab and Chassis w/ Steel Crane Body would allow the County General Services Division the ability to receive proposals from automotive supplies and have the option to purchase this vehicle during this fiscal year.

The vehicle mentioned in this agenda request would be a better-suited and equipped vehicle to be used for field repairs as well as make for a more effective Emergency Response vehicle. This vehicle would replace (C-083) a 2001 Dodge 1 Ton Flatbed which is 21 years of age with 55,000 miles on it. With the low miles, C-083 could be re-purposed into another department that would better suit their needs or would be sold at auction.

Evaluation

It is the intent of this solicitation to use HURF funds to establish the purchase of one (1) New Ford F-350 Super Cab 4X4 Cab and Chassis, 11' Steel Crane Body with equipment including a 16,000 FT/LB C/S mounted crane, Lincoln Ranger 305 G EFI engine driven welder R/S mounted on top of rear Compartment and Belaire 12-hp 30-gallon two stage truck mount Air Comp. with Honda electric start engine-mounted front of crane body for General Services Globe Shop use.

Conclusion

The vehicle that will be purchased from this Invitation for Bid will be assigned to be used in/out of the Public Works General Services Globe Shop location and will replace a vehicle that exceeds 21 years of age and inadequately suits the Globe shop's current needs.

Recommendation

The Public Works Department Director recommends that the Board of Supervisors approve the advertisement of Invitation for Bids No. 082122 for the purchase of One (1) new Ford F350 Super Cab 4x4 Cab and Chassis with Upfitting as outlined in the solicitation.

Suggested Motion

Information/Discussion/Action to authorize the advertisement of Invitation for Bids No. 082122 for the purchase of One (1) new Ford F350 Super Cab 4x4 Cab and Chassis. **(David LaForge)**

Attachments

Request to Advertise

IFB No. 082122

EXHIBIT "H"

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

<div style="display: flex; justify-content: space-between;"> <div> IS THIS A REQUEST FOR <i>Check one</i> Bids <u> X </u> Proposals _____ Qualifications _____ </div> <div style="background-color: #cccccc; padding: 10px; text-align: center;"> REQUEST NUMBER _____ <i>(For Procurement Use Only)</i> </div> </div>				
I. DESCRIPTION: <i>List item(s) to be purchased, purpose, specific summary, estimated cost and funding source.</i>				
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%;">FUNDING Approx \$105,000</td> <td style="width: 60%;">PROJECTS: _____</td> </tr> <tr> <td> Fund <u> 6500 </u> Dept No. <u> 341 </u> Program <u> 527 </u> Location <u> 000 </u> Account <u> 4500.50 </u> </td> <td></td> </tr> </table>	FUNDING Approx \$105,000	PROJECTS: _____	Fund <u> 6500 </u> Dept No. <u> 341 </u> Program <u> 527 </u> Location <u> 000 </u> Account <u> 4500.50 </u>	
FUNDING Approx \$105,000	PROJECTS: _____			
Fund <u> 6500 </u> Dept No. <u> 341 </u> Program <u> 527 </u> Location <u> 000 </u> Account <u> 4500.50 </u>				
INTENT Purchase a One (1) New Ford F-350 4X4 Cab and Chassis, 11’ Steel Crane Body with equipt. including Lincoln Ranger 305 G EFI engine driven welder R/S mounted on top of rear Compartment and Belaire 12-hp 30-gallon two stage truck mount Air Comp. with Honda electric start engine-mounted front of crane				
<div style="display: flex; justify-content: space-between;"> <div> Signed: _____ <i>Elected Official or Department Head</i> </div> <div> Date _____ </div> </div>				
II. DEPARTMENTAL INFORMATION ONLY: <i>Action Dates</i>				
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"> DATE Department Receipt _____ Presented to Board <u> 9/6/2022 </u> Delivered to Paper _____ Advertised From <u> 9/13/2022 </u> Closing Date <u> 9/27/2022 </u> Awarded To _____ </td> <td style="width: 50%;"> Placed on Agenda _____ Approved to Call _____ Paper Name <u> Payson Roundup </u> To <u> 9/20/2022 </u> Bid Award Date <u> 10/18/2022 </u> Pre-Bid Meeting Date _____ </td> </tr> </table>	DATE Department Receipt _____ Presented to Board <u> 9/6/2022 </u> Delivered to Paper _____ Advertised From <u> 9/13/2022 </u> Closing Date <u> 9/27/2022 </u> Awarded To _____	Placed on Agenda _____ Approved to Call _____ Paper Name <u> Payson Roundup </u> To <u> 9/20/2022 </u> Bid Award Date <u> 10/18/2022 </u> Pre-Bid Meeting Date _____		
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III. OTHER APPROVAL: <i>Only as necessary</i>				
Department Name: _____ <div style="display: flex; justify-content: space-between;"> <div> Department Head Signature _____ Department Name: _____ Department Head Signature _____ </div> <div> Date _____ Date _____ </div> </div>				
IV. APPROVED				
<div style="display: flex; justify-content: space-between;"> <div> Finance Director Signature _____ </div> <div> Date _____ </div> </div>				

GILA COUNTY

NOTICE OF INVITATION FOR BID

BID NO. 082122

One (1) New Ford F-350 Super Cab 4x4 Cab and Chassis



BOARD OF SUPERVISORS

Woody Cline, Chairman
Steve Christensen, Vice Chairman
Tim Humphrey, Member

COUNTY MANAGER

James Menlove



**GILA COUNTY
PROCUREMENT GROUP
NOTICE OF INVITATION FOR BID**

1400 E. Ash Street
Globe, Arizona
85501

**SOLICITATION NUMBER
082122**

BID DUE DATE: Tuesday, September 27, 2022

TIME: 1:00 PM

DESCRIPTION: One (1) New Ford F-350 Super Cab 4x4 Cab and Chassis

**Bid Opening Location: GILA COUNTY FINANCE DEPARTMENT
ATTN: BETTY HURST
COPPER BUILDING
1350 EAST MONROE GLOBE, ARIZONA 85501**

Bid Submittal Location: GILA COUNTY FINANCE DEPARTMENT, 1400 E. Ash St., Globe, AZ 85501

Invitation for Bid for the materials and services specified will be received by the Gila County Procurement Group at the above specified location until the time and date cited.

Request for submittals after the specified date and time to the Procurement Group shall not be considered. To receive bid documents, contact the Procurement Group at (928) 402-4355 or click on the following link to the County website. http://www.gilacountyaz.gov/government/finance/procurement/current_bids.php

Additional instructions for preparing a bid are provided on pages 4-6 of the bid documents to Offerors as contained within the solicitation.

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

All procurement activities conducted by Gila County are in conformance with the rules and regulations of the Gila County Procurement Group Statement of Procedures. A copy of the Gila County Procurement Group Statement of Procedures is available for review in the Deputy Clerk of the Board's office, Globe, AZ.

Arizona Silver Belt advertisement dates: September 13, 2022, and September 20, 2022.

BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

Designated Department: Gila County Fleet Management
Type of contract: Term
Term of Contract: Twelve Months
Phone Number: (928) 402-8525

Signed: _____
Woody Cline, Chairman, Board of Supervisors

Date: _____

Signed: _____
The Gila County Attorney's Office

Date: _____

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BID NO. 082122
One (1) New Ford F-350 Super Cab 4x4 Cab and Chassis

GENERAL SCOPE

It is the intent of this solicitation to award a contract for the One (1) New Ford F-350 Super Cab 4x4 Cab and Chassis for the Fleet Management in Gila County.

The County may choose to award this contract, or make multiple awards, depending on what is deemed to be in the County's best interest considering price, specifications, and delivery date. The request for price of an item does not guarantee a purchase but merely provides the County with the option if the need arises.

See attached: **Exhibit "C" Pages 13, and Page 14-15 as specified on Price Sheet for total price being proposed.**

Vendors who agree to provide the Minimum Bid Specifications for this Invitation for Bid shall be considered for award.

BID NO. 082122
One (1) New Ford F-350 Super Cab 4x4 Cab and Chassis

INSTRUCTIONS TO VENDORS

IMPORTANT: EXHIBIT "A", INSTRUCTIONS TO VENDORS AND EXHIBIT "B", VENDORS AWARD AGREEMENT ARE BASIC CONTENT TO GILA COUNTY BID PACKAGES. INDIVIDUAL BIDS MAY REQUIRE DIFFERENT LANGUAGE FOR INSTRUCTIONS AND AWARD AGREEMENTS. WHERE APPLICABLE, SUCH CHANGES WILL APPEAR IN EXHIBIT "C", MINIMUM PRODUCT SPECIFICATIONS AND INFORMATION AND TAKE PRECEDENCE OVER THE LANGUAGE APPEARING IN EXHIBITS "A" & "B".

EXHIBIT "A" INSTRUCTIONS TO VENDORS

Preparation of Sealed Bid

- A. Sealed Bids will be received by the Gila County Finance Department, from vendors, to deliver the product(s), goods and services contained to establish a contract for specified locations within Gila County. The County seeks sealed bids only from qualified, experienced vendors able to provide services which are, in all respects, responsive to the specifications. All bids shall be on the forms provided in this Invitation for Bid package. It is permissible to copy these forms if required.
- B. Before submitting its bid, each vendor shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting performance of work. It shall carefully correlate its observations with requirements of the Contract and otherwise satisfy itself of the expense and difficulties attending the performance of the work. The submission of a bid will constitute a representation of compliance by the vendor. There will be no subsequent financial adjustment, other than that provided for by the Contract, for lack of such familiarization.
- C. Vendors must complete all forms provided in this Invitation for Bid package in full, original signature in ink, by the person(s) authorized to sign the Bid and to be submitted at the time of bid and made a part of this contract. The County will use the Bid, and Qualification and Certification Form, in evaluating the capacity of vendor(s) to perform the Scope of Services as set forth in the Contract. Failure of any Vendor to complete and submit the Price Sheet and Signature and Offer Page at time and place of opening may be grounds for automatic disqualification of the vendor(s) from further consideration.
- D. The names of all persons authorized to sign the Bid must also be legibly printed below the signature. Evidence of the authority of the person signing shall be furnished.
- E. The full name of each person or company interested in the Invitation for Bids shall be listed on the Bid.
- F. No alterations in Bids, or in the printed forms therefore, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the vendor; if initialed, the County may require the vendor to identify any alteration so initialed.

Amendments

Any addendum issued as a result of any change in this Invitation for Bids must be acknowledged by all Vendors in the following manner:

- 1. Completion of the Bidder Checklist & Addenda Acknowledgment form, page 23.

BID NO. 082122
One (1) New Ford F-350 Super Cab 4x4 Cab and Chassis

Instructions to Vendors continued...

Failure to indicate receipt of addenda in the above manner may result in a bid being rejected as non-responsive. If no addenda have been issued, please indicate so by writing "Not Applicable" in the space provided under #1. The Vendor Checklist & Addenda Acknowledgment form must be signed and dated.

Inquiries

Any questions related to this IFB must be directed to those whose names appear on the Notice. Questions should be submitted in writing when time permits. The Gila County Supervisors, at their sole discretion, may require all questions be submitted in writing. Any correspondence related to an Invitation for Bids should refer to the appropriate Invitation for Bids number, page, and paragraph number. However, the Vendor(s) must not place the IFB number on the outside of an envelope containing questions since such an envelope may be identified as a sealed Bid and may not be opened until after the official IFB due date and time. Questions received less than five (5) working days prior to the date for opening Bids will be answered only if time permits. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Late Bids

Any bid received later than the date and time specified on Notice for Sealed Bids shall not be considered.

Submittal Bid Format:

It is requested that **One (1) Original and One (1) copy (2 TOTAL) with original signatures on both sets of the Qualification and Certification Form, Price Sheets, No Collusion Form, Certification Regarding Debarment, Legal AZ Workers Act Compliance Form, Bidders Checklist and Addenda Acknowledgment Form, and Offer Page shall be submitted on the forms and in the format specified in the Invitation for Bid.** The County will not be liable for any cost incident to the preparation of Bid, materials, reproductions, presentations, copyright infringements, etc. It is permissible to copy these forms if required. Facsimiles or mailgrams shall not be considered.

1. By signature in the offer section of the Offer and Acceptance page, Vendor certifies:
 - A. The submission of the offer did not involve collusion or other anti-competitive practices.
 - B. The Vendor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
 - C. In order to conserve resources, reduce procurement costs, improve timely acquisition and cost of supplies and to improve efficiency and economy of procurement, any political subdivision, State, County, City, Town, etc., of the State of Arizona, will be allowed by the Vendor(s) awarded the contract to provide the same services, at the same prices stated in the bid. Delivery charges may differentiate depending on geographical location.

BID NO. 082122
One (1) New Ford F-350 Super Cab 4x4 Cab and Chassis

Instructions to Vendors continued...

2. Bids submitted early may be modified or withdrawn by notice to the party receiving bids at the place and prior to the time designated for receipts of Bids.
3. The County is not responsible for any Vendor's errors or omissions. Negligence in preparing an offer confers no right to the Vendor unless the Vendor discovers and corrects such errors prior to the Bid deadline.

All bids shall be submitted in a sealed envelope:

- **Minimum of Two (2) copies with original signatures shall be provided by the Vendor;**
- **The words "Invitation for Bid" with Title "One (1) New Ford F-350 Super Cab 4x4 Cab and Chassis", "Bid No. 082122", "September 27, 2022" and "1:00 PM" shall be written on the face of the envelope;**
- **The Vendor shall assume full responsibility for timely delivery at the location designated in the Notice;**
- **No bids will be accepted after 1:00 PM. AZ Time, Tuesday, September 27, 2022. Bids will be opened at 1:00 PM., Tuesday, September 27, 2022.**

BID NO. 082122
One (1) New Ford F-350 Super Cab 4x4 Cab and Chassis

GENERAL TERMS AND CONDITIONS

Award of Contract

1. The Gila County Board of Supervisors reserves the right to award any Bid by individual line item, by group of line items or as total, or any part thereof, whichever is deemed to be in the best interest, most advantageous of the County of Gila.
 - a. Notwithstanding any or other provisions of the Bid, the County reserves the right to:
 1. Waive any immaterial defects or informalities; or
 2. Reject any or all Bids; or portions thereof; or
 3. Reissue a Request for Bid.
2. It is the responsibility of the Gila County Board of Supervisors to let the County contracts to the lowest responsive and responsible Vendor(s). To ensure that all Vendors are experienced, reasonably equipped and adequately financed to meet their contractual obligations, a determination of responsibility shall be made by the Gila County Board of Supervisors prior to contract award.
3. Further, the County reserves the right to reject the Bid of any Vendor(s) who has previously failed to perform adequately after having once been awarded a prior Bid for furnishing and installing materials similar in nature.
4. All submitted forms provided in this Invitation for Bids will be reviewed by the Gila County Board of Supervisors.
5. Those Vendor(s) who, in the opinion of the Gila County Board of Supervisors, are best qualified and whose Bids are most advantageous to the County may be invited to appear before the Board for an oral review.
6. The apparent successful Vendor(s) shall sign and file with the County, within ten (10) days after Notice of Intent to Award, all documents necessary to successfully execute the contract.

Protests

Only other Vendors who have submitted a bid under this IFB have the right to protest. A protest of an award must be filed within ten (10) days after the award by the Board of Supervisors. A protest must be in writing and must include the following:

- A. Name, address and telephone number of the protester.
- B. Signature of the protester or its representative, and evidence of authority to sign.
- C. Identification of the contract and the solicitation or contract number.
- D. Detailed statement of the legal and factual grounds of protest including copies of relevant documents.
- E. The form of relief requested.

All protests shall be sent to the attention of the Gila County Board of Supervisors, 1400 East Ash Street, Globe, Arizona 85501.

BID NO. 082122
One (1) New Ford F-350 Super Cab 4x4 Cab and Chassis

General Terms & Conditions continued...

Laws and Ordinances

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

EXHIBIT "B" CONTRACT AWARD AGREEMENT

This exhibit shall serve as the contract agreement to any Vendor, their agents, subcontractors or representatives, awarded this or any portion of this contract by the County, by submitting Bids to this or any other solicitation requiring sealed bids, does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Vendor's signature(s) appearing on page 20, Vendors Offer Page, and Exhibit "D" Vendors Qualification and Certification form page 14. This Contract shall include the Invitation for Bids No. 082122 and all exhibits attached to it, including but not limited to the Qualification and Certification Form, Price Sheets, No Collusion Affidavit, Legal AZ Workers Act Compliance Form, Bidders Checklist and Addenda Acknowledgment Form, and Offer Page which are all incorporated into this agreement by this reference.

Overcharges by Antitrust Violations

The County maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Vendor hereby assigns to the County any and all claims for such overcharges as to the goods or services used to fulfill the contract.

Authority to Contract

This contract shall be based upon the Invitation for Bids No. 082122, issued by the County, and the offer submitted by the Vendor in response to the IFB. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the IFB which is incorporated by this reference into this agreement. The county reserves the right to clarify any contractual terms with the concurrence of the Vendor; however, any substantial non-conformity in the offer, as determined by the County Attorney, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between Gila County and the Vendor relating to these requirements. The Contract shall prevail over any and all previous agreements, contracts, bids, negotiations, purchase orders, or master agreement in any form. The contract activity is issued under the authority of the Gila County Manager, after the Gila County Board of Supervisors approves the award. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of the Gila County Board of Supervisors in the form of an official contract amendment. Any attempt to alter any documents on the part of the Vendor or any agency is a violation of the Gila County Procurement Group Statement of Procedures. Any such action is subject to the legal and contractual remedies available to the County inclusive, but not limited to, contract cancellation, suspension or debarment of the Vendor.

Contract Amendments

The contract shall be modified only by a written contract amendment signed by the Gila County Board of Supervisors and persons duly authorized to enter into contracts on behalf of the Vendor.

BID NO. 082122
One (1) New Ford F-350 Super Cab 4x4 Cab and Chassis

Exhibit "B" Contract Award Agreement continued...

Contract Default

- A. The County, by written notice of default to the Vendor, may terminate the whole or any part of this contract in any one of the following circumstances:
 - 1. If the Vendor fails to make delivery of the supplies or to perform the services within the times specified; or
 - 2. If the Vendor fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.
- B. In the event the County terminates this contract in whole or part, the County may procure supplies or services similar to those terminated, and the Vendor shall be liable to the County for any excess costs for such similar supplies or services.

Right to Assurance

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the other party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made, and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

Costs and Payments

Payments shall comply with the requirements of A.R.S. Title 35 and 41, Net 30 days. Upon receipt and acceptance of goods and services, the Vendor shall submit a complete and accurate invoice for payment.

IRS W9 Form: In order to receive payment, the Vendor shall have a current IRS W9 Form on file with the County unless not required by law.

Co-op Use of Contract – Intergovernmental Purchasing

Gila County has entered into an active purchasing agreement with other political subdivisions, cities, and towns of the State of Arizona in order to conserve resources, reduce procurement costs and improve timely acquisition and cost of supplies, equipment and services. The vendor(s) to whom this contract is awarded may be requested by other parties of said interactive purchasing agreements to extend to those parties the right to purchase supplies, equipment and services provided by the vendor under this contract, pursuant to the terms and conditions stated herein. Any such usage by other entities must be in accord with the rules and regulations of the respective entity and the approval of the Vendor.

Cancellation of County Contracts

This contract is subject to the cancellation provisions of **A.R.S. §38-511**.

Termination of Contract

The County, with or without cause, may terminate this contract at any time, or by giving **thirty** (30) days written notice to you. The County at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the County shall be liable only for payment under the

payment provisions of this contract for the services rendered and accepted material received by the County before the effective date of termination.

BID NO. 082122

One (1) New Ford F-350 Super Cab 4x4 Cab and Chassis

Exhibit "B" Contract Award Agreement continued...

The County reserves the right to cancel the whole or any part of this contract due to failure of the Vendor(s) to carry out any term, promise, or condition of the contract. The County will issue a written ten (10) day notice of default to Vendor for acting or failing to act as in any of the following:

1. In the opinion of the County, the Vendor fails to perform adequately the stipulations, conditions or services and specifications required in the contract.
2. In the opinion of the County, the Vendor attempts to impose on the County material products, or workmanship, which is of unacceptable quality.
3. Vendor fails to furnish the required service or product within the time stipulated in the contract.
4. In the opinion of the County, the Vendor fails to make progress in the performance of the requirements of the contract or give the County a positive indication that Vendor will not, or cannot, perform to the requirements of the contract.

Each payment obligation of the County created hereby is conditioned upon the availability of County, State and Federal funds, which are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the County and available for the continuance of service herein contemplated, the contract period for the service may be terminated by the County at the end of the period for which funds are available. The County shall notify the Vendor at the earliest possible time which service may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

General

After receipt of all bids, each submittal shall be screened to determine if any shall be deemed non-responsive. Unsigned bids, unacknowledged Addenda, incomplete bids, non-conformance with mandatory requirements, etc., may result in the determination of non-responsive.

Indemnification Clause

Vendor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Vendor or any of its owners, officers, directors, agents, employees or Subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Vendor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Vendor from and against any and all claims. It is agreed that the Vendor will be responsible for primary loss investigation, defense and judgment costs.

BID NO. 082122
One (1) New Ford F-350 Super Cab 4x4 Cab and Chassis

MINIMUM SPECIFICATIONS

EXHIBIT “C” MINIMUM SPECIFICATIONS FOR: 082122

Purpose: It is the intent of Gila County to establish, by this Invitation for Bids, a contract to One (1) New Ford F-350 Super Cab 4x4 Cab and Chassis. This Invitation for Bid No. 082122 including the Qualification and Certification Form, Price Sheets, No Collusion Form, Legal AZ Workers Act Compliance Form, Certification Regarding Debarment, Checklist and Addenda Acknowledgment Form, and Offer Page constitutes the entire Bid package and by this reference is hereby incorporated into this agreement.

SECTION 1.0

General:

- 1.1 All product specifications are **minimum**. Vendor must provide product specification sheet.
- 1.2 Vendor should have adequate manufacturing / stock facilities to serve the needs of Gila County.
- 1.3 All proposals must represent the entire package.
- 1.4 The parties specifically understand and agree that the quantities used for bidding purposes are estimates of County needs and in no event shall the County be obligated to purchase the exact quantities of any item set forth in the proposal. The County does not guarantee any maximum or minimum amounts of purchase.

SECTION 2.0

Bid Pricing:

- 2.1 The Vendor shall submit the bid in the form of a firm unit price for the contract period. Initial contract period is through June 30, 2023. Vendor shall incorporate all freight, profit, and discount into their price.
- 2.2 **The term of the contract shall commence upon award and shall remain in effect through June 30, 2023**, unless terminated, cancelled or extended as otherwise provided herein.

SECTION 3.0

Ordering and Delivery:

- 3.1 **ORDERING**: Gila County does not warrant the order quantity of any item prior to actual need. Gila County may re-order item as it becomes necessary or based on the required needs within the County during the term of this contract.
- 3.2 **PRODUCT DELIVERY** Location: Gila County Shop, 1001 W. Besich Blvd, Globe, AZ. The Board of Supervisors may designate other or alternate delivery sites at any time during the term of the contract. These needs may be based on, but not limited to, seasonal, emergency, historical usage data.

BID NO. 082122

One (1) New Ford F-350 Super Cab 4x4 Cab and Chassis

Exhibit "C" Minimum Specifications continued...

- 3.3 DELIVERY TIME: Vehicles must be delivered no later than June 30, 2023. Failure to provide delivery within this time period may result in termination of this contract and award to the next lowest, responsible bidder. If vendor sends County Procurement written documentation from the manufacturer Forty-Five (45) days prior to the delivery date, Gila County may choose to extend the contract up to six (6) months.
- 3.4 Vendor shall retain title and control of all goods until they are delivered, and the contract of coverage has been completed. All risks of transportation and all related charges shall be the responsibility of the Vendor. All claims for visible or concealed damage shall be filed by the Vendor. The County will assist the Vendor in arranging for inspection.

SPECIFICATION/PRICE SHEET

Complete and Return this form for the **total price** being proposed. Attach any pertinent cost breakdowns, subtotals of component costs, etc. to this proposal-pricing page.

Vendor Name: _____ **Phone No.** _____
Vehicle Year, Make, & Model: _____

MINIMUM SPECIFICATIONS 2023 Ford F-350 4x4 Cab and Chassis	MEETS <u>MINIMUM</u> SPECIFICATIONS	
Cab: Super Cab		
Rear Wheel: (DRW) Dual Rear Wheels		
Wheelbase: 168"		
Exterior Paint: Oxford White		
Powertrain: Engine: 6.7L 4 Valve OHV Power stroke Diesel		
Transmission: Automatic		
4.10 Limited Slip Axle		
Trailer Tow Package		
Alternator Upgrade - 397 Amp Dual		
Engine Block Heater		
Exterior Back Up Alarm		
Rear View Camera and Prep Kit		
Qty: (1) Spare Tire & Wheel, and Jack (4 ton)		
All Terrain 10 Ply Tires		
Interior: Medium Earth Gray		
Operator Commanded Regeneration (OCR)		
Trailer Brake Controller		
HD Vinyl 40/20/40 split bench, Rr bench Seat		
Carpet Delete		
AM/FM Radio		
3 Additional Keys/Fobs Required: Qty (5) total		
Outfitting Required:		
SUB – TOTAL AMOUNT	\$	
OTHER COSTS	\$	
SALES TAX	\$	
TOTAL AMOUNT OF DELIVERED VEHICLE	\$	

Delivery Location: Gila County Globe Shop - 1001 E. Besich Blvd Globe, Az _____

Estimated Date of Delivery: _____

Vendor Name & Phone Number: _____

OUTFITTING SPECIFICATION/PRICE SHEET

Complete and Return this form for the **total price** being proposed. Attach any pertinent cost breakdowns, subtotals of component costs, etc. to this proposal-pricing page.

Vendor Name: _____ **Phone No.** _____
Vehicle Year, Make, & Model: _____

MINIMUM SPECIFICATIONS 11' Steel Crane Body	MEETS <u>MINIMUM</u> SPECIFICATIONS	
- 132" L x 93.25" (ID) – 95.25" W (OD) 50" W Cargo area.		
21.5" deep compartments, 24" H Front bulkhead.		
40" High sides – R/S & C/S. Toolbox/drawer insert in front		
R/S vertical compartment, (2) Adj shelves in other vertical compartments R/C & C/S. 1 Adj shelf in horizontal compartments –		
R/S & C/S. C/S Reinforcement for crane mounting. 1/8" Treadplate floor with (4) tie-downs. Slam action rear tailgate.		
-LED S/T/T. Marker lights & reflectors		
-Sprayliner applied to inside of bed and workbench bumper		
-Workbench bumper, HR steel w/ flush mount 2" receiver		
5/15 Vise mount		
-Both sides, dual steps with yellow painted grab handles		
-Manual crank outriggers		
-Mud flaps		
-7/4-way trailer receptacle		
-Back up alarm		
See additional Equipment on other Spec sheet		
SUB – TOTAL AMOUNT	\$	
OTHER COSTS	\$	
SALES TAX	\$	
TOTAL AMOUNT OF DELIVERED VEHICLE	\$	

Delivery Location:

Estimated Date of Delivery: _____

Vendor Name & Phone Number: _____

OUTFITTING SPECIFICATION/PRICE SHEET

Complete and Return this form for the **total price** being proposed. Attach any pertinent cost breakdowns, subtotals of component costs, etc. to this proposal-pricing page.

Vendor Name: _____ **Phone No.** _____
Vehicle Year, Make, & Model: _____

MINIMUM SPECIFICATIONS Equipment for 11' Steel Crane Body	MEETS <u>MINIMUM</u> SPECIFICATIONS	
- Ele/Hyd Telescopic crane w/ 16,000 FT/LB crane rating, 4000 #		
max capacity @ 4'. 16' max horizontal reach. 17' 4" max vertical		
Lift. Four function radio remote standard. 12v electric planetary		
winch with 16' min/max single line speed, double acting cylinders		
with integral counterbalance valves, gear bearing rotation systems		
and double boom design – Installed C/S rear compartment.		
-Additional leaf spring to support weight of crane.		
-Adjustable boom support		
-Lincoln Ranger 305 G EFI engine driven welder R/S mount-		
ed on top of rear compartment		
-BELAIRE 13-hp 30-gallon two stage truck mount Air Comp.		
w/ Honda electric start engine – Mounted front of crane body		
SUB – TOTAL AMOUNT	\$	
OTHER COSTS	\$	
SALES TAX	\$	
TOTAL AMOUNT OF DELIVERED VEHICLE	\$	

Delivery Location:

Estimated Date of Delivery: _____

Vendor Name & Phone Number: _____

QUALIFICATION AND CERTIFICATION FORM

EXHIBIT "D" VENDORS QUALIFICATION AND REFERENCE LIST

PURPOSE

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Vendors under consideration for final award. The information may or may not be a determining factor in award.

CONTACT NUMBER 082122 One (1) New Ford F-350 Super Cab 4x4 Cab and Chassis

The applicant submitting this Bid warrants the following:

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

2. Has Vendor (under its present or any previous name) ever failed to complete a contract? _____ Yes _____ No. If "Yes", give details including the date, the contracting agency, and the reason Vendor failed to perform in the narrative part of this Contract.
3. Has Vendor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? _____ Yes _____ No. If "Yes", give details, including the date, the contracting agency, the reasons for the Vendors disqualifications, and whether this disqualification remains in effect in the narrative part of this Contract.
4. Has a contracting agency ever terminated a contract with the Vendor (under your firm's present or any previous name) prior to end of contract period? _____ Yes _____ No. If "Yes", give details including the date, the contracting agency, and the reasons offer was terminated in the narrative part of this Contract.
5. Vendor must also provide at least the following information:
 - a. A Cost Bid shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
 - b. Gila County reserves the right to request additional information.

Signature of Authorized Person to Sign

Printed Name

Title

**AFFIDAVIT BY VENDOR
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 is _____

(Title)

of _____ and

(Name of Business)

That he is bidding on **Gila County Bid No. 082122 - One (1) New Ford F-350 Super Cab 4x4 Cab and Chassis and,**

That neither he nor anyone associated with the said _____

(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.

Name of Business

By

Title

Subscribed and sworn to before me this _____ day of _____, 2022.

Notary Public

My Commission expires:

BID NO. 082122
One (1) New Ford F-350 Super Cab 4x4 Cab and Chassis

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. IN addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Typed Name and Title of Authorized Representative

Signature of Authorized Representative

☐I am unable to certify the above statements. My explanation is attached

BID NO. 082122
One (1) New Ford F-350 Super Cab 4x4 Cab and Chassis

LEGAL ARIZONA WORKERS ACT COMPLIANCE

Vendor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Vendor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Vendor shall further ensure that each Subcontractor who performs any work for Vendor under this contract likewise complies with the State and Federal Immigration Laws.

County shall have the right at any time to inspect the books and records of Vendor and any Subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

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

Vendor shall advise each Subcontractor of County's rights, and the Subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to ensure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

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

Signature of Authorized Representative

Printed Name

Title

ISRAEL BOYCOTT CERTIFICATION

Contractor hereby certifies that it is not currently engaged in and will not, for the duration of this agreement, engage in a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by County up to and including termination of this agreement.

Date: _____

Signature of Authorized Representative

Printed Name

Title

Unless and until the District Court's injunction in *Jordahl* is stayed or lifted, the Anti-Israel Boycott Provision (A.R.S. §35-393.01 (A)) is unenforceable and the State will take no action to enforce it.

Certification of No Forced Labor:

The Company does not currently, and agrees for the duration of this Agreement that the Company will not use:

1. The forced labor of Ethnic Uyghurs in the People's Republic of China;
2. Any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China; and,
3. Any contractors, subcontracts, or suppliers that use the forced labor or any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China.

The Company further agrees that if the Company becomes aware, during the term of the Agreement, that the Company is not in compliance with this Certification, the Company shall notify the County within 5 business days after becoming aware of the non-compliance. If the Company does not remedy the non-compliance within 180-days after sending notice of non-compliance, this Agreement shall automatically terminate.

Date: _____

Vendor _____

Signature of Authorized Representative

Printed Name

Title

BIDDERS CHECKLIST & ADDENDA ACKNOWLEDGEMENT

NOTICE IS HEREBY GIVEN that all Bid Documents shall be completed, executed, and submitted with this IFB. If bidder fails to complete or execute any portion of the Bid Documents, this IFB will be determined to be “non-responsive” and rejected.

CHECKLIST:

REQUIRED DOCUMENT

COMPLETED AND EXECUTED

QUALIFICATION & CERTIFICATION FORM

CERTIFICATION REGARDING DEBARMENT

PRICE SHEETS

NO COLLUSION AFFADAVIT

LEGAL ARIZONA WORKS ACT COMPLIANCE

BIDDERS CHECKLIST & ADDENDA ACKNOWLEDGEMENT

OFFER PAGE

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

	#1	#2	#3	#4	#5
Initials	_____	_____	_____	_____	_____
Date	_____	_____	_____	_____	_____

Signed and dated this _____ day of _____, 2022

VENDOR:

BY: (Signature)

Each bid shall be sealed in an envelope addressed to the Gila County Procurement Group and bearing the following statement on the outside of the envelope: **Invitation for Bids: Bid No. 082122 One (1) New Ford F-350 Super Cab 4x4 Cab and Chassis.** All bids shall be filed with the Gila County Finance Department at the Copper Building, 1400 E. Ash St., Globe, AZ on or before September 27, 2022, 1:00 PM.

BID NO. 082122
One (1) New Ford F-350 Super Cab 4x4 Cab and Chassis

OFFER PAGE

TO GILA COUNTY:

The undersigned hereby offers and agrees to furnish the material or service in compliance with all terms and conditions, instruction, specifications, and any amendments contained in this Invitation for bids.

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

CONTRACT NUMBER: 082122 One (1) New Ford F-350 Super Cab 4x4 Cab and Chassis

Firm Submitting Bid:

Company Name

Address

City

State

Zip

For clarification of this offer, contact:

Name: _____

Phone No.: _____

Fax _____

Email: _____

Signature of Authorized Person to Sign

Printed Name

Title

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

BID NO. 082122
One (1) New Ford F-350 Super Cab 4x4 Cab and Chassis

ACCEPTANCE OF OFFER
(For Gila County use only)

The Offer is hereby Accepted:

The Vendor _____ is now bound to provide the materials or services listed in Invitation for Bid No.: 082122 including all terms and conditions, specifications, amendments, etc. and the Vendor's Offer as accepted by County entity.

The contract shall henceforth be referenced to as **Contract No. 082122.** The Vendor has been cautioned not to commence any billable work or to provide any material or service under this Contract until Vendor receives written notice to proceed from Gila County.

Awarded this _____ day of _____, 2022

GILA COUNTY BOARD OF SUPERVISORS:

Woody Cline, Chairman, Board of Supervisors

ATTEST:

James Menlove, Clerk of the Board

APPROVED AS TO FORM:

The Gila County Attorney's Office

ARF-7551

Regular Agenda Item 3. I.

Regular BOS Meeting

Meeting Date: 09/20/2022

Submitted For: Steve Sanders, Director

Submitted By: Betty Hurst, Contracts Administrator

Department: Public Works

Fiscal Year: 2023

Budgeted?: Yes

Contract Dates 09-20-22 to 06-30-23

Grant?: No

Begin & End:

Matching No

Fund?: Replacement

Requirement?:

Information

Request/Subject

Request to Advertise Invitation for Bids No. 082222-One (1) New Ford F250 Super Duty XL 4x4 with Transfer Tank Toolbox combo and Snowplow

Background Information

The advertisement for One (1) New Ford F-250 Super Duty XL 4x4 with Transfer Tank Toolbox combo and snowplow would allow the Gila County Public Works Roads department the ability to receive proposals from automobile suppliers and have the option to purchase this new vehicle, during this fiscal year.

It is the intent of this solicitation to establish the purchase of One (1) New Ford F-250 Super Duty XL 4x4 with Transfer Tank Toolbox Combo and Snowplow for Gila County Public Works Roads to be purchased using the HURF Fund.

Evaluation

The vehicle mentioned in the agenda request will be needed for the roads department to help maintain and repair county roads and assist in snow removal during winter events. We would be replacing B-078 a 1997 Ford 3/4T 4x4 that is 25 years of age and has 144k mi and is costing the County a lot of money in maintenance and repairs. B-078 will be traded in and prepped for auction.

Conclusion

The vehicle that will be purchased with this solicitation will be used by the Gila County Roads Department and replace an older vehicle that has met one requirement and is close to meeting the other requirements of the Gila County recommended replacement intervals.

Recommendation

The Public Works Department Director recommends that the Board of Supervisors approve the advertisement of Invitation for Bids No. 082222 for the purchase of One (1) New Ford F-250 Super Duty XL 4x4 with Transfer Tank Toolbox combo and snowplow as outlined in the solicitation.

Suggested Motion

Information/Discussion/Action to authorize the advertisement of Invitation for Bid No. 082222 to purchase One (1) New Ford F-250 Super Duty XL 4x4 with Transfer Tank Toolbox combo and snowplow as outlined in the solicitation. **(David LaForge)**

Attachments

Request to Advertise

IFB No. 082222

GILA COUNTY DEPARTMENTAL REQUEST TO ADVERTISE FOR BIDS

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

IS THIS A REQUEST FOR Check one						REQUEST NUMBER	
Bids X Proposals _____						_____	
Qualifications _____						(For Procurement Use Only)	
I. DESCRIPTION: List item(s) to be purchased, purpose, specific summary, estimated cost and funding source.							
FUNDING	Approx \$105,000			PROJECTS:			
Fund	6500	Dept No.	341	Program	527	Location	000 Account 4500.50
INTENT							
Purchase a One (1) New Ford F-350 4X4 Cab and Chassis, 11' Steel Crane Body with equipt. including Lincoln Ranger 305 G EFI engine driven welder R/S mounted on top of rear Compartment and Belaire 12-hp 30-gallon two stage truck mount Air Comp.							
with Honda electric start engine-mounted front of crane							
Signed: _____ Date _____ Elected Official or Department Head							
II. DEPARTMENTAL INFORMATION ONLY: Action Dates							
DATE	Department Receipt			Placed on Agenda			
	Presented to Board			Approved to Call			
	Delivered to Paper			Paper Name		Payson Roundup	
	Advertised	From		To		9/20/2022	
	Closing Date			Bid Award Date		10/18/2022	
	Awarded To			Pre-Bid Meeting Date			
III. OTHER APPROVAL: Only as necessary							
Department Name: _____							
Department Head Signature				Date			
Department Name: _____							
Department Head Signature				Date			
IV. APPROVED							
Finance Director Signature				Date			

GILA COUNTY

NOTICE OF INVITATION FOR BID

BID NO. 082222

One (1) New Ford F-250 Super Duty 4x4 with Transfer Toolbox combo and Snowplow



BOARD OF SUPERVISORS

**Woody Cline, Chairman
Steve Christensen, Vice Chairman
Tim Humphrey, Member**

COUNTY MANAGER

James Menlove



**GILA COUNTY
PROCUREMENT GROUP
NOTICE OF INVITATION FOR BID**

1400 E. Ash Street
Globe, Arizona
85501

**SOLICITATION NUMBER
082222**

BID DUE DATE: Tuesday, September 27, 2022

TIME: 2:00 PM

DESCRIPTION: One (1) New Ford F-250 Super Duty 4x4 with Transfer Toolbox combo and Snowplow

**Bid Opening Location: GILA COUNTY FINANCE DEPARTMENT
ATTN: BETTY HURST
COPPER BUILDING
1350 EAST MONROE GLOBE, ARIZONA 85501**

Bid Submittal Location: GILA COUNTY FINANCE DEPARTMENT, 1400 E. Ash St., Globe, AZ 85501

Invitation for Bid for the materials and services specified will be received by the Gila County Procurement Group at the above specified location until the time and date cited.

Request for submittals after the specified date and time to the Procurement Group shall not be considered. To receive bid documents, contact the Procurement Group at (928) 402-4355 or click on the following link to the County website. http://www.gilacountyaz.gov/government/finance/procurement/current_bids.php

Additional instructions for preparing a bid are provided on pages 4-6 of the bid documents to Offerors as contained within the solicitation.

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

All procurement activities conducted by Gila County are in conformance with the rules and regulations of the Gila County Procurement Group Statement of Procedures. A copy of the Gila County Procurement Group Statement of Procedures is available for review in the Deputy Clerk of the Board's office, Globe, AZ.

Arizona Silver Belt advertisement dates: September 13, 2022, and September 20, 2022.

BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

Designated Department: Gila County Fleet Management
Type of contract: Term
Term of Contract: Twelve Months
Phone Number: (928) 402-8525

Signed: _____
Woody Cline, Chairman, Board of Supervisors

Date: _____

Signed: _____
The Gila County Attorney's Office

Date: _____

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BID NO. 082222

One (1) New Ford F-250 Super Duty 4x4 with Transfer Toolbox combo and Snowplow

GENERAL SCOPE

It is the intent of this solicitation to award a contract for the One (1) New Ford F-250 Super Duty 4x4 with Transfer Toolbox combo and Snowplow for the Fleet Management in Gila County.

The County may choose to award this contract, or make multiple awards, depending on what is deemed to be in the County's best interest considering price, specifications, and delivery date. The request for price of an item does not guarantee a purchase but merely provides the County with the option if the need arises.

See attached: **Exhibit "C" Pages 13, and Page 14-15 as specified on Price Sheet for total price being proposed.**

Vendors who agree to provide the Minimum Bid Specifications for this Invitation for Bid shall be considered for award.

INSTRUCTIONS TO VENDORS

IMPORTANT: EXHIBIT "A", INSTRUCTIONS TO VENDORS AND EXHIBIT "B", VENDORS AWARD AGREEMENT ARE BASIC CONTENT TO GILA COUNTY BID PACKAGES. INDIVIDUAL BIDS MAY REQUIRE DIFFERENT LANGUAGE FOR INSTRUCTIONS AND AWARD AGREEMENTS. WHERE APPLICABLE, SUCH CHANGES WILL APPEAR IN EXHIBIT "C", MINIMUM PRODUCT SPECIFICATIONS AND INFORMATION AND TAKE PRECEDENCE OVER THE LANGUAGE APPEARING IN EXHIBITS "A" & "B".

EXHIBIT "A" INSTRUCTIONS TO VENDORS

Preparation of Sealed Bid

- A. Sealed Bids will be received by the Gila County Finance Department, from vendors, to deliver the product(s), goods and services contained to establish a contract for specified locations within Gila County. The County seeks sealed bids only from qualified, experienced vendors able to provide services which are, in all respects, responsive to the specifications. All bids shall be on the forms provided in this Invitation for Bid package. It is permissible to copy these forms if required.
- B. Before submitting its bid, each vendor shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting performance of work. It shall carefully correlate its observations with requirements of the Contract and otherwise satisfy itself of the expense and difficulties attending the performance of the work. The submission of a bid will constitute a representation of compliance by the vendor. There will be no subsequent financial adjustment, other than that provided for by the Contract, for lack of such familiarization.
- C. Vendors must complete all forms provided in this Invitation for Bid package in full, original signature in ink, by the person(s) authorized to sign the Bid and to be submitted at the time of bid and made a part of this contract. The County will use the Bid, and Qualification and Certification Form, in evaluating the capacity of vendor(s) to perform the Scope of Services as set forth in the Contract. Failure of any Vendor to complete and submit the Price Sheet and Signature and Offer Page at time and place of opening may be grounds for automatic disqualification of the vendor(s) from further consideration.
- D. The names of all persons authorized to sign the Bid must also be legibly printed below the signature. Evidence of the authority of the person signing shall be furnished.
- E. The full name of each person or company interested in the Invitation for Bids shall be listed on the Bid.
- F. No alterations in Bids, or in the printed forms therefore, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the vendor; if initialed, the County may require the vendor to identify any alteration so initialed.

Amendments

Any addendum issued as a result of any change in this Invitation for Bids must be acknowledged by all Vendors in the following manner:

1. Completion of the Bidder Checklist & Addenda Acknowledgment form, page 23.

One (1) New Ford F-250 Super Duty 4x4 with Transfer Toolbox combo and Snowplow

Instructions to Vendors continued...

Failure to indicate receipt of addenda in the above manner may result in a bid being rejected as non-responsive. If no addenda have been issued, please indicate so by writing "Not Applicable" in the space provided under #1. The Vendor Checklist & Addenda Acknowledgment form must be signed and dated.

Inquiries

Any questions related to this IFB must be directed to those whose names appear on the Notice. Questions should be submitted in writing when time permits. The Gila County Supervisors, at their sole discretion, may require all questions be submitted in writing. Any correspondence related to an Invitation for Bids should refer to the appropriate Invitation for Bids number, page, and paragraph number. However, the Vendor(s) must not place the IFB number on the outside of an envelope containing questions since such an envelope may be identified as a sealed Bid and may not be opened until after the official IFB due date and time. Questions received less than five (5) working days prior to the date for opening Bids will be answered only if time permits. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Late Bids

Any bid received later than the date and time specified on Notice for Sealed Bids shall not be considered.

Submittal Bid Format:

It is requested that **One (1) Original and One (1) copy (2 TOTAL) with original signatures on both sets of the Qualification and Certification Form, Price Sheets, No Collusion Form, Certification Regarding Debarment, Legal AZ Workers Act Compliance Form, Bidders Checklist and Addenda Acknowledgment Form, and Offer Page shall be submitted on the forms and in the format specified in the Invitation for Bid.** The County will not be liable for any cost incident to the preparation of Bid, materials, reproductions, presentations, copy-right infringements, etc. It is permissible to copy these forms if required. Facsimiles or mailgrams shall not be considered.

1. By signature in the offer section of the Offer and Acceptance page, Vendor certifies:
 - A. The submission of the offer did not involve collusion or other anti-competitive practices.
 - B. The Vendor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
 - C. In order to conserve resources, reduce procurement costs, improve timely acquisition and cost of supplies and to improve efficiency and economy of procurement, any political subdivision, State, County, City, Town, etc., of the State of Arizona, will be allowed by the Vendor(s) awarded the contract to provide the same services, at the same prices stated in the bid. Delivery charges may differentiate depending on geographical location.

One (1) New Ford F-250 Super Duty 4x4 with Transfer Toolbox combo and Snowplow

Instructions to Vendors continued...

2. Bids submitted early may be modified or withdrawn by notice to the party receiving bids at the place and prior to the time designated for receipts of Bids.
3. The County is not responsible for any Vendor's errors or omissions. Negligence in preparing an offer confers no right to the Vendor unless the Vendor discovers and corrects such errors prior to the Bid deadline.

All bids shall be submitted in a sealed envelope:

- **Minimum of Two (2) copies with original signatures shall be provided by the Vendor;**
- **The words "Invitation for Bid" with Title "One (1) New Ford F-250 Super Duty 4x4 with Transfer Toolbox combo and Snowplow", "Bid No. 082222", "September 27, 2022" and "2:00 PM" shall be written on the face of the envelope;**
- **The Vendor shall assume full responsibility for timely delivery at the location designated in the Notice;**
- **No bids will be accepted after 2:00 PM. AZ Time, Tuesday, September 27, 2022. Bids will be opened at 2:00 PM., Tuesday, September 27, 2022.**

GENERAL TERMS AND CONDITIONS

Award of Contract

1. The Gila County Board of Supervisors reserves the right to award any Bid by individual line item, by group of line items or as total, or any part thereof, whichever is deemed to be in the best interest, most advantageous of the County of Gila.
 - a. Notwithstanding any or other provisions of the Bid, the County reserves the right to:
 1. Waive any immaterial defects or informalities; or
 2. Reject any or all Bids; or portions thereof; or
 3. Reissue a Request for Bid.
2. It is the responsibility of the Gila County Board of Supervisors to let the County contracts to the lowest responsive and responsible Vendor(s). To ensure that all Vendors are experienced, reasonably equipped and adequately financed to meet their contractual obligations, a determination of responsibility shall be made by the Gila County Board of Supervisors prior to contract award.
3. Further, the County reserves the right to reject the Bid of any Vendor(s) who has previously failed to perform adequately after having once been awarded a prior Bid for furnishing and installing materials similar in nature.
4. All submitted forms provided in this Invitation for Bids will be reviewed by the Gila County Board of Supervisors.
5. Those Vendor(s) who, in the opinion of the Gila County Board of Supervisors, are best qualified and whose Bids are most advantageous to the County may be invited to appear before the Board for an oral review.
6. The apparent successful Vendor(s) shall sign and file with the County, within ten (10) days after Notice of Intent to Award, all documents necessary to successfully execute the contract.

Protests

Only other Vendors who have submitted a bid under this IFB have the right to protest. A protest of an award must be filed within ten (10) days after the award by the Board of Supervisors. A protest must be in writing and must include the following:

- A. Name, address and telephone number of the protester.
- B. Signature of the protester or its representative, and evidence of authority to sign.
- C. Identification of the contract and the solicitation or contract number.
- D. Detailed statement of the legal and factual grounds of protest including copies of relevant documents.
- E. The form of relief requested.

All protests shall be sent to the attention of the Gila County Board of Supervisors, 1400 East Ash Street, Globe, Arizona 85501.

One (1) New Ford F-250 Super Duty 4x4 with Transfer Toolbox combo and Snowplow

General Terms & Conditions continued...

Laws and Ordinances

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

EXHIBIT "B" CONTRACT AWARD AGREEMENT

This exhibit shall serve as the contract agreement to any Vendor, their agents, subcontractors or representatives, awarded this or any portion of this contract by the County, by submitting Bids to this or any other solicitation requiring sealed bids, does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Vendor's signature(s) appearing on page 20, Vendors Offer Page, and Exhibit "D" Vendors Qualification and Certification form page 14. This Contract shall include the Invitation for Bids No. 082222 and all exhibits attached to it, including but not limited to the Qualification and Certification Form, Price Sheets, No Collusion Affidavit, Legal AZ Workers Act Compliance Form, Bidders Checklist and Addenda Acknowledgment Form, and Offer Page which are all incorporated into this agreement by this reference.

Overcharges by Antitrust Violations

The County maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Vendor hereby assigns to the County any and all claims for such overcharges as to the goods or services used to fulfill the contract.

Authority to Contract

This contract shall be based upon the Invitation for Bids No. 082222, issued by the County, and the offer submitted by the Vendor in response to the IFB. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the IFB which is incorporated by this reference into this agreement. The county reserves the right to clarify any contractual terms with the concurrence of the Vendor; however, any substantial non-conformity in the offer, as determined by the County Attorney, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between Gila County and the Vendor relating to these requirements. The Contract shall prevail over any and all previous agreements, contracts, bids, negotiations, purchase orders, or master agreement in any form. The contract activity is issued under the authority of the Gila County Manager, after the Gila County Board of Supervisors approves the award. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of the Gila County Board of Supervisors in the form of an official contract amendment. Any attempt to alter any documents on the part of the Vendor or any agency is a violation of the Gila County Procurement Group Statement of Procedures. Any such action is subject to the legal and contractual remedies available to the County inclusive, but not limited to, contract cancellation, suspension or debarment of the Vendor.

Contract Amendments

The contract shall be modified only by a written contract amendment signed by the Gila County Board of Supervisors and persons duly authorized to enter into contracts on behalf of the Vendor.

One (1) New Ford F-250 Super Duty 4x4 with Transfer Toolbox combo and Snowplow

Exhibit "B" Contract Award Agreement continued...

Contract Default

- A. The County, by written notice of default to the Vendor, may terminate the whole or any part of this contract in any one of the following circumstances:
 - 1. If the Vendor fails to make delivery of the supplies or to perform the services within the times specified; or
 - 2. If the Vendor fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.
- B. In the event the County terminates this contract in whole or part, the County may procure supplies or services similar to those terminated, and the Vendor shall be liable to the County for any excess costs for such similar supplies or services.

Right to Assurance

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the other party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made, and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

Costs and Payments

Payments shall comply with the requirements of A.R.S. Title 35 and 41, Net 30 days. Upon receipt and acceptance of goods and services, the Vendor shall submit a complete and accurate invoice for payment.

IRS W9 Form: In order to receive payment, the Vendor shall have a current IRS W9 Form on file with the County unless not required by law.

Co-op Use of Contract – Intergovernmental Purchasing

Gila County has entered into an active purchasing agreement with other political subdivisions, cities, and towns of the State of Arizona in order to conserve resources, reduce procurement costs and improve timely acquisition and cost of supplies, equipment and services. The vendor(s) to whom this contract is awarded may be requested by other parties of said interactive purchasing agreements to extend to those parties the right to purchase supplies, equipment and services provided by the vendor under this contract, pursuant to the terms and conditions stated herein. Any such usage by other entities must be in accord with the rules and regulations of the respective entity and the approval of the Vendor.

Cancellation of County Contracts

This contract is subject to the cancellation provisions of **A.R.S. §38-511**.

Termination of Contract

The County, with or without cause, may terminate this contract at any time, or by giving **thirty** (30) days written notice to you. The County at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the County shall be liable only for payment under the payment provisions of this contract for the services rendered and accepted material received by the County before the effective date of termination.

One (1) New Ford F-250 Super Duty 4x4 with Transfer Toolbox combo and Snowplow

Exhibit "B" Contract Award Agreement continued...

The County reserves the right to cancel the whole or any part of this contract due to failure of the Vendor(s) to carry out any term, promise, or condition of the contract. The County will issue a written ten (10) day notice of default to Vendor for acting or failing to act as in any of the following:

1. In the opinion of the County, the Vendor fails to perform adequately the stipulations, conditions or services and specifications required in the contract.
2. In the opinion of the County, the Vendor attempts to impose on the County material products, or workmanship, which is of unacceptable quality.
3. Vendor fails to furnish the required service or product within the time stipulated in the contract.
4. In the opinion of the County, the Vendor fails to make progress in the performance of the requirements of the contract or give the County a positive indication that Vendor will not, or cannot, perform to the requirements of the contract.

Each payment obligation of the County created hereby is conditioned upon the availability of County, State and Federal funds, which are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the County and available for the continuance of service herein contemplated, the contract period for the service may be terminated by the County at the end of the period for which funds are available. The County shall notify the Vendor at the earliest possible time which service may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

General

After receipt of all bids, each submittal shall be screened to determine if any shall be deemed non-responsive. Unsigned bids, unacknowledged Addenda, incomplete bids, non-conformance with mandatory requirements, etc., may result in the determination of non-responsive.

Indemnification Clause

Vendor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Vendor or any of its owners, officers, directors, agents, employees or Subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Vendor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Vendor from and against any and all claims. It is agreed that the Vendor will be responsible for primary loss investigation, defense and judgment costs.

MINIMUM SPECIFICATIONS**EXHIBIT "C" MINIMUM SPECIFICATIONS FOR: 082222**

Purpose: It is the intent of Gila County to establish, by this Invitation for Bids, a contract to One (1) New Ford F-250 Super Duty 4x4 with Transfer Toolbox combo and Snowplow. This Invitation for Bid No. 082222 including the Qualification and Certification Form, Price Sheets, No Collusion Form, Legal AZ Workers Act Compliance Form, Certification Regarding Debarment, Checklist and Addenda Acknowledgment Form, and Offer Page constitutes the entire Bid package and by this reference is hereby incorporated into this agreement.

SECTION 1.0**General:**

- 1.1 All product specifications are **minimum**. Vendor must provide product specification sheet.
- 1.2 Vendor should have adequate manufacturing / stock facilities to serve the needs of Gila County.
- 1.3 All proposals must represent the entire package.
- 1.4 The parties specifically understand and agree that the quantities used for bidding purposes are estimates of County needs and in no event shall the County be obligated to purchase the exact quantities of any item set forth in the proposal. The County does not guarantee any maximum or minimum amounts of purchase.

SECTION 2.0**Bid Pricing:**

- 2.1 The Vendor shall submit the bid in the form of a firm unit price for the contract period. Initial contract period is through June 30, 2023. Vendor shall incorporate all freight, profit, and discount into their price.
- 2.2 **The term of the contract shall commence upon award and shall remain in effect through June 30, 2023**, unless terminated, cancelled or extended as otherwise provided herein.

SECTION 3.0**Ordering and Delivery:**

- 3.1 **ORDERING**: Gila County does not warrant the order quantity of any item prior to actual need. Gila County may re-order item as it becomes necessary or based on the required needs within the County during the term of this contract.
- 3.2 **PRODUCT DELIVERY** Location: Gila County Shop, 1001 W. Besich Blvd, Globe, AZ. The Board of Supervisors may designate other or alternate delivery sites at any time during the term of the contract. These needs may be based on, but not limited to, seasonal, emergency, historical usage data.

One (1) New Ford F-250 Super Duty 4x4 with Transfer Toolbox combo and Snowplow

Exhibit "C" Minimum Specifications continued...

- 3.3 DELIVERY TIME: Vehicles must be delivered no later than June 30, 2023. Failure to provide delivery within this time period may result in termination of this contract and award to the next lowest, responsible bidder. If vendor sends County Procurement written documentation from the manufacturer Forty-Five (45) days prior to the delivery date, Gila County may choose to extend the contract up to six (6) months.
- 3.4 Vendor shall retain title and control of all goods until they are delivered, and the contract of coverage has been completed. All risks of transportation and all related charges shall be the responsibility of the Vendor. All claims for visible or concealed damage shall be filed by the Vendor. The County will assist the Vendor in arranging for inspection.

SPECIFICATION/PRICE SHEET

Complete and Return this form for the **total price** being proposed. Attach any pertinent cost breakdowns, subtotals of component costs, etc. to this proposal-pricing page.

Vendor Name: _____ **Phone No.** _____

Vehicle Year, Make, & Model: _____

MINIMUM SPECIFICATIONS 2023 Ford F-350 4x4 Cab and Chassis	MEETS <u>MINIMUM</u> <u>SPECIFICATIONS</u>	
Cab: Super Cab		
Rear Wheel: (DRW) Dual Rear Wheels		
Wheelbase: 168"		
Exterior Paint: Oxford White		
Powertrain: Engine: 6.7L 4 Valve OHV Power stroke Diesel		
Transmission: Automatic		
4.10 Limited Slip Axle		
Trailer Tow Package		
Alternator Upgrade - 397 Amp Dual		
Engine Block Heater		
Exterior Back Up Alarm		
Rear View Camera and Prep Kit		
Qty: (1) Spare Tire & Wheel, and Jack (4 ton)		
All Terrain 10 Ply Tires		
Interior: Medium Earth Gray		
Operator Commanded Regeneration (OCR)		
Trailer Brake Controller		
HD Vinyl 40/20/40 split bench, Rr bench Seat		
Carpet Delete		
AM/FM Radio		
3 Additional Keys/Fobs Required: Qty (5) total		
Outfitting Required:		
SUB – TOTAL AMOUNT	\$	
OTHER COSTS	\$	
SALES TAX	\$	
TOTAL AMOUNT OF DELIVERED VEHICLE	\$	

Delivery Location: Gila County Globe Shop - 1001 E. Besich Blvd Globe, Az

Estimated Date of Delivery: _____

Vendor Name & Phone Number: _____

OUTFITTING SPECIFICATION/PRICE SHEET

Complete and Return this form for the **total price** being proposed. Attach any pertinent cost breakdowns, subtotals of component costs, etc. to this proposal-pricing page.

Vendor Name: _____ **Phone No.** _____

Vehicle Year, Make, & Model: _____

MINIMUM SPECIFICATIONS 11' Steel Crane Body	MEETS <u>MINIMUM</u> SPECIFICATIONS	
- 132" L x 93.25" (ID) – 95.25" W (OD) 50" W Cargo area.		
21.5" deep compartments, 24" H Front bulkhead.		
40" High sides – R/S & C/S. Toolbox/drawer insert in front		
R/S vertical compartment, (2) Adj shelves in other vertical compartments R/C & C/S. 1 Adj shelf in horizontal compartments –		
R/S & C/S. C/S Reinforcement for crane mounting. 1/8" Treadplate floor with (4) tie-downs. Slam action rear tailgate.		
-LED S/T/T. Marker lights & reflectors		
-Sprayliner applied to inside of bed and workbench bumper		
-Workbench bumper, HR steel w/ flush mount 2" receiver		
5/15 Vise mount		
-Both sides, dual steps with yellow painted grab handles		
-Manual crank outriggers		
-Mud flaps		
-7/4-way trailer receptacle		
-Back up alarm		
See additional Equipment on other Spec sheet		
SUB – TOTAL AMOUNT	\$	
OTHER COSTS	\$	
SALES TAX	\$	
TOTAL AMOUNT OF DELIVERED VEHICLE	\$	

Delivery Location: _____

Estimated Date of Delivery: _____

Vendor Name & Phone Number: _____

OUTFITTING SPECIFICATION/PRICE SHEET

Complete and Return this form for the **total price** being proposed. Attach any pertinent cost breakdowns, subtotals of component costs, etc. to this proposal-pricing page.

Vendor Name: _____ **Phone No.** _____

Vehicle Year, Make, & Model: _____

MINIMUM SPECIFICATIONS	MEETS <u>MINIMUM</u> <u>SPECIFICATIONS</u>	
Equipment for 11' Steel Crane Body		
- Ele/Hyd Telescopic crane w/ 16,000 FT/LB crane rating, 4000 # max capacity @ 4'. 16' max horizontal reach. 17' 4" max vertical Lift. Four function radio remote standard. 12v electric planetary winch with 16' min/max single line speed, double acting cylinders with integral counterbalance valves, gear bearing rotation systems and double boom design – Installed C/S rear compartment.		
-Additional leaf spring to support weight of crane.		
-Adjustable boom support		
-Lincoln Ranger 305 G EFI engine driven welder R/S mounted on top of rear compartment		
-BELAIRE 13-hp 30-gallon two stage truck mount Air Comp. w/ Honda electric start engine – Mounted front of crane body		
SUB – TOTAL AMOUNT	\$	
OTHER COSTS	\$	
SALES TAX	\$	
TOTAL AMOUNT OF DELIVERED VEHICLE	\$	

Delivery Location:

Estimated Date of Delivery: _____

Vendor Name & Phone Number: _____

QUALIFICATION AND CERTIFICATION FORM

EXHIBIT "D" VENDORS QUALIFICATION AND REFERENCE LIST

PURPOSE

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Vendors under consideration for final award. The information may or may not be a determining factor in award.

CONTACT NUMBER 082222 One (1) New Ford F-250 Super Duty 4x4 with Transfer Toolbox combo and Snowplow

The applicant submitting this Bid warrants the following:

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

2. Has Vendor (under its present or any previous name) ever failed to complete a contract? _____ Yes _____ No. If "Yes", give details including the date, the contracting agency, and the reason Vendor failed to perform in the narrative part of this Contract.
3. Has Vendor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? _____ Yes _____ No. If "Yes", give details, including the date, the contracting agency, the reasons for the Vendors disqualifications, and whether this disqualification remains in effect in the narrative part of this Contract.
4. Has a contracting agency ever terminated a contract with the Vendor (under your firm's present or any previous name) prior to end of contract period? _____ Yes _____ No. If "Yes", give details including the date, the contracting agency, and the reasons offer was terminated in the narrative part of this Contract.
5. Vendor must also provide at least the following information:
 - a. A Cost Bid shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
 - b. Gila County reserves the right to request additional information.

Signature of Authorized Person to Sign

Printed Name

Title

**AFFIDAVIT BY VENDOR
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 is _____

(Title)

of _____ and

(Name of Business)

That he is bidding on **Gila County Bid No. 082222 - One (1) New Ford F-250 Super Duty 4x4 with Transfer Toolbox combo and Snowplow and,**

That neither he nor anyone associated with the said _____

(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.

Name of Business

By

Title

Subscribed and sworn to before me this _____ day of _____, 2022.

Notary Public

My Commission expires:

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. IN addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Typed Name and Title of Authorized Representative

Signature of Authorized Representative

☐I am unable to certify the above statements. My explanation is attached

LEGAL ARIZONA WORKERS ACT COMPLIANCE

Vendor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Vendor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Vendor shall further ensure that each Subcontractor who performs any work for Vendor under this contract likewise complies with the State and Federal Immigration Laws.

County shall have the right at any time to inspect the books and records of Vendor and any Subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

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

Vendor shall advise each Subcontractor of County's rights, and the Subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to ensure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

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

Signature of Authorized Representative

Printed Name

Title

ISRAEL BOYCOTT CERTIFICATION

Contractor hereby certifies that it is not currently engaged in and will not, for the duration of this agreement, engage in a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by County up to and including termination of this agreement.

Date: _____

Signature of Authorized Representative

Printed Name

Title

Unless and until the District Court's injunction in *Jordahl* is stayed or lifted, the Anti-Israel Boycott Provision (A.R.S. §35-393.01 (A)) is unenforceable and the State will take no action to enforce it.

Certification of No Forced Labor:

The Company does not currently, and agrees for the duration of this Agreement that the Company will not use:

1. The forced labor of Ethnic Uyghurs in the People's Republic of China;
2. Any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China; and,
3. Any contractors, subcontracts, or suppliers that use the forced labor or any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China.

The Company further agrees that if the Company becomes aware, during the term of the Agreement, that the Company is not in compliance with this Certification, the Company shall notify the County within 5 business days after becoming aware of the non-compliance. If the Company does not remedy the non-compliance within 180-days after sending notice of non-compliance, this Agreement shall automatically terminate.

Date: _____

Vendor _____

Signature of Authorized Representative

Printed Name

Title

BIDDERS CHECKLIST & ADDENDA ACKNOWLEDGEMENT

NOTICE IS HEREBY GIVEN that all Bid Documents shall be completed, executed, and submitted with this IFB. If bidder fails to complete or execute any portion of the Bid Documents, this IFB will be determined to be “non-responsive” and rejected.

CHECKLIST:

REQUIRED DOCUMENT

COMPLETED AND EXECUTED

QUALIFICATION & CERTIFICATION FORM

CERTIFICATION REGARDING DEBARMENT

PRICE SHEETS

NO COLLUSION AFFADAVIT

LEGAL ARIZONA WORKS ACT COMPLIANCE

BIDDERS CHECKLIST & ADDENDA ACKNOWLEDGEMENT

OFFER PAGE

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

	#1	#2	#3	#4	#5
Initials	_____	_____	_____	_____	_____
Date	_____	_____	_____	_____	_____

Signed and dated this _____ day of _____, 2022

VENDOR:

BY: (Signature)

Each bid shall be sealed in an envelope addressed to the Gila County Procurement Group and bearing the following statement on the outside of the envelope: **Invitation for Bids: Bid No. 082222 One (1) New Ford F-250 Super Duty 4x4 with Transfer Toolbox combo and Snowplow.** All bids shall be filed with the Gila County Finance Department at the Copper Building, 1400 E. Ash St., Globe, AZ on or before September 27, 2022, 2:00 PM.

OFFER PAGE

TO GILA COUNTY:

The undersigned hereby offers and agrees to furnish the material or service in compliance with all terms and conditions, instruction, specifications, and any amendments contained in this Invitation for bids.

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

CONTRACT NUMBER: 082222 One (1) New Ford F-250 Super Duty 4x4 with Transfer Toolbox combo and Snowplow

Firm Submitting Bid:

Company Name

Address

City State Zip

For clarification of this offer, contact:

Name: _____

Phone No.: _____

Fax _____

Email: _____

Signature of Authorized Person to Sign

Printed Name

Title

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

BID NO. 082222

One (1) New Ford F-250 Super Duty 4x4 with Transfer Toolbox combo and Snowplow

ACCEPTANCE OF OFFER

(For Gila County use only)

The Offer is hereby Accepted:

The Vendor _____ is now bound to provide the materials or services listed in Invitation for Bid No.: 082222 including all terms and conditions, specifications, amendments, etc. and the Vendor's Offer as accepted by County entity.

The contract shall henceforth be referenced to as **Contract No. 082222**. The Vendor has been cautioned not to commence any billable work or to provide any material or service under this Contract until Vendor receives written notice to proceed from Gila County.

Awarded this _____ day of _____, 2022

GILA COUNTY BOARD OF SUPERVISORS:

Woody Cline, Chairman, Board of Supervisors

ATTEST:

James Menlove, Clerk of the Board

APPROVED AS TO FORM:

The Gila County Attorney's Office

ARF-7558

Regular Agenda Item 3. J.

Regular BOS Meeting

Meeting Date: 09/20/2022

Submitted For: Steve Sanders, Director

Submitted By: Betty Hurst, Contracts Administrator

Department: Public Works

Fiscal Year: 2023

Budgeted?: Yes

Contract Dates 09-20-22 to 06-30-23

Grant?: No

Begin & End:

Matching No

Fund?: Replacement

Requirement?:

Information

Request/Subject

Request to Advertise Invitation for Bids No. 082322 - One (1) New Ford F-350 Super Duty XL 4x4 Chassis Cab with Dump Bed, Spreader and Snowplow

Background Information

The advertisement for One (1) New Ford F-350 Super Duty XL 4x4 Chassis Cab with Dump bed, Spreader, and Snowplow would allow the Gila County Public Works General Services division the ability to receive proposals from automobile suppliers and have the option to purchase this new vehicle, during this fiscal year.

It is the intent of this solicitation to establish the purchase of One (1) New Ford F-350 Super Duty XL 4x4 Chassis Cab with Dump bed, Spreader, and Snowplow for Gila County Public Works Roads Division to be purchased using HURF Funds.

Evaluation

The vehicle mentioned in the agenda request will be needed for the Roads Division to help maintain and repair County roads and assist in snow removal during winter events. This will would be replacing C-074, a 1993 1T Dump truck that is 29 years of age and has 175,000 miles, and is costing the County a lot of money in maintenance and repairs. C-074 will be traded in and prepped for auction.

Conclusion

The vehicle that will be purchased with this solicitation will be used by the Gila County Roads Division and replace an older vehicle that has met one requirement and is close to meeting the other requirements of the Gila County recommended replacement intervals.

Recommendation

The Public Works Department Director recommends that the Board of Supervisors approve the advertisement of Invitation for Bids No. 082322 for the purchase of One (1) New Ford F-350 Super Duty XL 4x4 Chassis Cab with Dump Bed, spreader, and snowplow as outlined in the solicitation.

Suggested Motion

Information/Discussion/Action to authorize the advertisement of Invitation for Bid No. 082322 to purchase One (1) New Ford F-350 Super Duty XL 4x4 Chassis and Cab with a Dump Bed, spreader, and snowplow as outlined in the solicitation. **(David LaForge)**

Attachments

Request to Advertise

IFB No. 082322

GILA COUNTY DEPARTMENTAL REQUEST TO ADVERTISE FOR BIDS

IS THIS A REQUEST FOR <i>Check one</i>						REQUEST NUMBER	
Bids X _____ Proposals _____ Qualifications _____						_____ <i>(For Procurement Use Only)</i>	
I. DESCRIPTION: <i>List item(s) to be purchased, purpose, specific summary, estimated cost and funding source.</i>							
FUNDING	80,000			PROJECTS: _____			
Fund	6500	Dept No.	341	Program	510	Location	000 Account 4500.40
INTENT							
It is the intent of this solicitation to establish the purchase of a New Ford F-350 Super Duty XL 4x4 Chassis Cab with Dump bed, Saltdogg spreader and snowplow with controllers to be used for Public Works Roads department.							
Signed: _____ Date _____ <i>Elected Official or Department Head</i>							
II. DEPARTMENTAL INFORMATION ONLY: <i>Action Dates</i>							
DATE	Department Receipt Presented to Board Delivered to Paper Advertised From Closing Date Awarded To			Placed on Agenda Approved to Call Paper Name To Bid Award Date Pre-Bid Meeting Date			
	_____ 9/6/2022 _____ 9/13/2022 9/27/2022 _____			_____ _____ Payson Roundup 9/20/2022 10/18/2022 _____			
III. OTHER APPROVAL: <i>Only as necessary</i>							
Department Name: _____							
Department Head Signature _____ Date _____							
Department Name: _____							
Department Head Signature _____ Date _____							
IV. APPROVED							
Finance Director Signature _____ Date _____							

GILA COUNTY

NOTICE OF INVITATION FOR BID

BID NO. 082322

One (1) New Ford F-350 Super Duty XL 4x4 Chassis Cab with Dump Bed, Spreader and Snowplow



BOARD OF SUPERVISORS

Woody Cline, Chairman
Steve Christensen, Vice Chairman
Tim Humphrey, Member

COUNTY MANAGER

James Menlove



**GILA COUNTY
PROCUREMENT GROUP
NOTICE OF INVITATION FOR BID**

1400 E. Ash Street
Globe, Arizona
85501

**SOLICITATION NUMBER
082322**

BID DUE DATE: Tuesday, September 27, 2022

TIME: 2:00 PM

DESCRIPTION: One (1) New Ford F-350 Super Duty XL 4x4 Chassis Cab with Dump Bed, Spreader and Snowplow

Bid Opening Location: GILA COUNTY FINANCE DEPARTMENT
ATTN: BETTY HURST
COPPER BUILDING
1350 EAST MONROE GLOBE, ARIZONA 85501

Bid Submittal Location: GILA COUNTY FINANCE DEPARTMENT, 1400 E. Ash St., Globe, AZ 85501

Invitation for Bid for the materials and services specified will be received by the Gila County Procurement Group at the above specified location until the time and date cited.

Request for submittals after the specified date and time to the Procurement Group shall not be considered. To receive bid documents, contact the Procurement Group at (928) 402-4355 or click on the following link to the County website. http://www.gilacountyaz.gov/government/finance/procurement/current_bids.php

Additional instructions for preparing a bid are provided on pages 4-6 of the bid documents to Offerors as contained within the solicitation.

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

All procurement activities conducted by Gila County are in conformance with the rules and regulations of the Gila County Procurement Group Statement of Procedures. A copy of the Gila County Procurement Group Statement of Procedures is available for review in the Deputy Clerk of the Board's office, Globe, AZ.

Arizona Silver Belt advertisement dates: September 13, 2022, and September 20, 2022.

BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

Designated Department: Gila County Fleet Management
Type of contract: Term
Term of Contract: Twelve Months
Phone Number: (928) 402-8525

Signed: _____
Woody Cline, Chairman, Board of Supervisors

Date: _____

Signed: _____
The Gila County Attorney's Office

Date: _____

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GENERAL SCOPE

It is the intent of this solicitation to award a contract for the One (1) New Ford F-350 Super Duty XL 4x4 Chassis Cab with Dump Bed, Spreader and Snowplow for the Fleet Management in Gila County.

The County may choose to award this contract, or make multiple awards, depending on what is deemed to be in the County's best interest considering price, specifications, and delivery date. The request for price of an item does not guarantee a purchase but merely provides the County with the option if the need arises.

See attached: **Exhibit "C" Pages 13 and Page 14 as specified on Price Sheet for total price being proposed.**

Vendors who agree to provide the Minimum Bid Specifications for this Invitation for Bid shall be considered for award.

INSTRUCTIONS TO VENDORS

IMPORTANT: EXHIBIT "A", INSTRUCTIONS TO VENDORS AND EXHIBIT "B", VENDORS AWARD AGREEMENT ARE BASIC CONTENT TO GILA COUNTY BID PACKAGES. INDIVIDUAL BIDS MAY REQUIRE DIFFERENT LANGUAGE FOR INSTRUCTIONS AND AWARD AGREEMENTS. WHERE APPLICABLE, SUCH CHANGES WILL APPEAR IN EXHIBIT "C", MINIMUM PRODUCT SPECIFICATIONS AND INFORMATION AND TAKE PRECEDENCE OVER THE LANGUAGE APPEARING IN EXHIBITS "A" & "B".

EXHIBIT "A" INSTRUCTIONS TO VENDORS

Preparation of Sealed Bid

- A. Sealed Bids will be received by the Gila County Finance Department, from vendors, to deliver the product(s), goods and services contained to establish a contract for specified locations within Gila County. The County seeks sealed bids only from qualified, experienced vendors able to provide services which are, in all respects, responsive to the specifications. All bids shall be on the forms provided in this Invitation for Bid package. It is permissible to copy these forms if required.
- B. Before submitting its bid, each vendor shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting performance of work. It shall carefully correlate its observations with requirements of the Contract and otherwise satisfy itself of the expense and difficulties attending the performance of the work. The submission of a bid will constitute a representation of compliance by the vendor. There will be no subsequent financial adjustment, other than that provided for by the Contract, for lack of such familiarization.
- C. Vendors must complete all forms provided in this Invitation for Bid package in full, original signature in ink, by the person(s) authorized to sign the Bid and to be submitted at the time of bid and made a part of this contract. The County will use the Bid, and Qualification and Certification Form, in evaluating the capacity of vendor(s) to perform the Scope of Services as set forth in the Contract. Failure of any Vendor to complete and submit the Price Sheet and Signature and Offer Page at time and place of opening may be grounds for automatic disqualification of the vendor(s) from further consideration.
- D. The names of all persons authorized to sign the Bid must also be legibly printed below the signature. Evidence of the authority of the person signing shall be furnished.
- E. The full name of each person or company interested in the Invitation for Bids shall be listed on the Bid.
- F. No alterations in Bids, or in the printed forms therefore, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the vendor; if initialed, the County may require the vendor to identify any alteration so initialed.

Amendments

Any addendum issued as a result of any change in this Invitation for Bids must be acknowledged by all Vendors in the following manner:

1. Completion of the Bidder Checklist & Addenda Acknowledgment form, page 21.

One (1) New Ford F-350 Super Duty XL 4x4 Chassis Cab with Dump Bed, Spreader and Snowplow

Instructions to Vendors continued...

Failure to indicate receipt of addenda in the above manner may result in a bid being rejected as non-responsive. If no addenda have been issued, please indicate so by writing "Not Applicable" in the space provided under #1. The Vendor Checklist & Addenda Acknowledgment form must be signed and dated.

Inquiries

Any questions related to this IFB must be directed to those whose names appear on the Notice. Questions should be submitted in writing when time permits. The Gila County Supervisors, at their sole discretion, may require all questions be submitted in writing. Any correspondence related to an Invitation for Bids should refer to the appropriate Invitation for Bids number, page, and paragraph number. However, the Vendor(s) must not place the IFB number on the outside of an envelope containing questions since such an envelope may be identified as a sealed Bid and may not be opened until after the official IFB due date and time. Questions received less than five (5) working days prior to the date for opening Bids will be answered only if time permits. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Late Bids

Any bid received later than the date and time specified on Notice for Sealed Bids shall not be considered.

Submittal Bid Format:

It is requested that **One (1) Original and One (1) copy (2 TOTAL) with original signatures on both sets of the Qualification and Certification Form, Price Sheets, No Collusion Form, Certification Regarding Debarment, Legal AZ Workers Act Compliance Form, Bidders Checklist and Addenda Acknowledgment Form, and Offer Page shall be submitted on the forms and in the format specified in the Invitation for Bid.** The County will not be liable for any cost incident to the preparation of Bid, materials, reproductions, presentations, copy-right infringements, etc. It is permissible to copy these forms if required. Facsimiles or mailgrams shall not be considered.

1. By signature in the offer section of the Offer and Acceptance page, Vendor certifies:
 - A. The submission of the offer did not involve collusion or other anti-competitive practices.
 - B. The Vendor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
 - C. In order to conserve resources, reduce procurement costs, improve timely acquisition and cost of supplies and to improve efficiency and economy of procurement, any political subdivision, State, County, City, Town, etc., of the State of Arizona, will be allowed by the Vendor(s) awarded the contract to provide the same services, at the same prices stated in the bid. Delivery charges may differentiate depending on geographical location.

One (1) New Ford F-350 Super Duty XL 4x4 Chassis Cab with Dump Bed, Spreader and Snowplow

Instructions to Vendors continued...

2. Bids submitted early may be modified or withdrawn by notice to the party receiving bids at the place and prior to the time designated for receipts of Bids.
3. The County is not responsible for any Vendor's errors or omissions. Negligence in preparing an offer confers no right to the Vendor unless the Vendor discovers and corrects such errors prior to the Bid deadline.

All bids shall be submitted in a sealed envelope:

- **Minimum of Two (2) copies with original signatures shall be provided by the Vendor;**
- **The words "Invitation for Bid" with Title "One (1) New Ford F-350 Super Duty XL 4x4 Chassis Cab with Dump Bed, Spreader and Snowplow", "Bid No. 082322", "September 27, 2022" and "2:00 PM" shall be written on the face of the envelope;**
- **The Vendor shall assume full responsibility for timely delivery at the location designated in the Notice;**
- **No bids will be accepted after 2:00 PM. AZ Time, Tuesday, September 27, 2022. Bids will be opened at 2:00 PM., Tuesday, September 27, 2022.**

GENERAL TERMS AND CONDITIONS

Award of Contract

1. The Gila County Board of Supervisors reserves the right to award any Bid by individual line item, by group of line items or as total, or any part thereof, whichever is deemed to be in the best interest, most advantageous of the County of Gila.
 - a. Notwithstanding any or other provisions of the Bid, the County reserves the right to:
 1. Waive any immaterial defects or informalities; or
 2. Reject any or all Bids; or portions thereof; or
 3. Reissue a Request for Bid.
2. It is the responsibility of the Gila County Board of Supervisors to let the County contracts to the lowest responsive and responsible Vendor(s). To ensure that all Vendors are experienced, reasonably equipped and adequately financed to meet their contractual obligations, a determination of responsibility shall be made by the Gila County Board of Supervisors prior to contract award.
3. Further, the County reserves the right to reject the Bid of any Vendor(s) who has previously failed to perform adequately after having once been awarded a prior Bid for furnishing and installing materials similar in nature.
4. All submitted forms provided in this Invitation for Bids will be reviewed by the Gila County Board of Supervisors.
5. Those Vendor(s) who, in the opinion of the Gila County Board of Supervisors, are best qualified and whose Bids are most advantageous to the County may be invited to appear before the Board for an oral review.
6. The apparent successful Vendor(s) shall sign and file with the County, within ten (10) days after Notice of Intent to Award, all documents necessary to successfully execute the contract.

Protests

Only other Vendors who have submitted a bid under this IFB have the right to protest. A protest of an award must be filed within ten (10) days after the award by the Board of Supervisors. A protest must be in writing and must include the following:

- A. Name, address and telephone number of the protester.
- B. Signature of the protester or its representative, and evidence of authority to sign.
- C. Identification of the contract and the solicitation or contract number.
- D. Detailed statement of the legal and factual grounds of protest including copies of relevant documents.
- E. The form of relief requested.

All protests shall be sent to the attention of the Gila County Board of Supervisors, 1400 East Ash Street, Globe, Arizona 85501.

One (1) New Ford F-350 Super Duty XL 4x4 Chassis Cab with Dump Bed, Spreader and Snowplow

General Terms & Conditions continued...

Laws and Ordinances

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

EXHIBIT "B" CONTRACT AWARD AGREEMENT

This exhibit shall serve as the contract agreement to any Vendor, their agents, subcontractors or representatives, awarded this or any portion of this contract by the County, by submitting Bids to this or any other solicitation requiring sealed bids, does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Vendor's signature(s) appearing on page 20, Vendors Offer Page, and Exhibit "D" Vendors Qualification and Certification form page 14. This Contract shall include the Invitation for Bids No. 082322 and all exhibits attached to it, including but not limited to the Qualification and Certification Form, Price Sheets, No Collusion Affidavit, Legal AZ Workers Act Compliance Form, Bidders Checklist and Addenda Acknowledgment Form, and Offer Page which are all incorporated into this agreement by this reference.

Overcharges by Antitrust Violations

The County maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Vendor hereby assigns to the County any and all claims for such overcharges as to the goods or services used to fulfill the contract.

Authority to Contract

This contract shall be based upon the Invitation for Bids No. 082322, issued by the County, and the offer submitted by the Vendor in response to the IFB. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the IFB which is incorporated by this reference into this agreement. The county reserves the right to clarify any contractual terms with the concurrence of the Vendor; however, any substantial non-conformity in the offer, as determined by the County Attorney, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between Gila County and the Vendor relating to these requirements. The Contract shall prevail over any and all previous agreements, contracts, bids, negotiations, purchase orders, or master agreement in any form. The contract activity is issued under the authority of the Gila County Manager, after the Gila County Board of Supervisors approves the award. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of the Gila County Board of Supervisors in the form of an official contract amendment. Any attempt to alter any documents on the part of the Vendor or any agency is a violation of the Gila County Procurement Group Statement of Procedures. Any such action is subject to the legal and contractual remedies available to the County inclusive, but not limited to, contract cancellation, suspension or debarment of the Vendor.

Contract Amendments

The contract shall be modified only by a written contract amendment signed by the Gila County Board of Supervisors and persons duly authorized to enter into contracts on behalf of the Vendor.

One (1) New Ford F-350 Super Duty XL 4x4 Chassis Cab with Dump Bed, Spreader and Snowplow

Exhibit "B" Contract Award Agreement continued...

Contract Default

- A. The County, by written notice of default to the Vendor, may terminate the whole or any part of this contract in any one of the following circumstances:
 - 1. If the Vendor fails to make delivery of the supplies or to perform the services within the times specified; or
 - 2. If the Vendor fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.
- B. In the event the County terminates this contract in whole or part, the County may procure supplies or services similar to those terminated, and the Vendor shall be liable to the County for any excess costs for such similar supplies or services.

Right to Assurance

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the other party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made, and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

Costs and Payments

Payments shall comply with the requirements of A.R.S. Title 35 and 41, Net 30 days. Upon receipt and acceptance of goods and services, the Vendor shall submit a complete and accurate invoice for payment.

IRS W9 Form: In order to receive payment, the Vendor shall have a current IRS W9 Form on file with the County unless not required by law.

Co-op Use of Contract – Intergovernmental Purchasing

Gila County has entered into an active purchasing agreement with other political subdivisions, cities, and towns of the State of Arizona in order to conserve resources, reduce procurement costs and improve timely acquisition and cost of supplies, equipment and services. The vendor(s) to whom this contract is awarded may be requested by other parties of said interactive purchasing agreements to extend to those parties the right to purchase supplies, equipment and services provided by the vendor under this contract, pursuant to the terms and conditions stated herein. Any such usage by other entities must be in accord with the rules and regulations of the respective entity and the approval of the Vendor.

Cancellation of County Contracts

This contract is subject to the cancellation provisions of **A.R.S. §38-511**.

Termination of Contract

The County, with or without cause, may terminate this contract at any time, or by giving **thirty** (30) days written notice to you. The County at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the County shall be liable only for payment under the payment provisions of this contract for the services rendered and accepted material received by the County before the effective date of termination.

BID NO. 082322

One (1) New Ford F-350 Super Duty XL 4x4 Chassis Cab with Dump Bed, Spreader and Snowplow

Exhibit "B" Contract Award Agreement continued...

The County reserves the right to cancel the whole or any part of this contract due to failure of the Vendor(s) to carry out any term, promise, or condition of the contract. The County will issue a written ten (10) day notice of default to Vendor for acting or failing to act as in any of the following:

1. In the opinion of the County, the Vendor fails to perform adequately the stipulations, conditions or services and specifications required in the contract.
2. In the opinion of the County, the Vendor attempts to impose on the County material products, or workmanship, which is of unacceptable quality.
3. Vendor fails to furnish the required service or product within the time stipulated in the contract.
4. In the opinion of the County, the Vendor fails to make progress in the performance of the requirements of the contract or give the County a positive indication that Vendor will not, or cannot, perform to the requirements of the contract.

Each payment obligation of the County created hereby is conditioned upon the availability of County, State and Federal funds, which are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the County and available for the continuance of service herein contemplated, the contract period for the service may be terminated by the County at the end of the period for which funds are available. The County shall notify the Vendor at the earliest possible time which service may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

General

After receipt of all bids, each submittal shall be screened to determine if any shall be deemed non-responsive. Unsigned bids, unacknowledged Addenda, incomplete bids, non-conformance with mandatory requirements, etc., may result in the determination of non-responsive.

Indemnification Clause

Vendor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Vendor or any of its owners, officers, directors, agents, employees or Subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Vendor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Vendor from and against any and all claims. It is agreed that the Vendor will be responsible for primary loss investigation, defense and judgment costs.

MINIMUM SPECIFICATIONS

EXHIBIT "C" MINIMUM SPECIFICATIONS FOR: 082322

Purpose: It is the intent of Gila County to establish, by this Invitation for Bids, a contract to One (1) New Ford F-350 Super Duty XL 4x4 Chassis Cab with Dump Bed, Spreader and Snowplow. This Invitation for Bid No. 082322 including the Qualification and Certification Form, Price Sheets, No Collusion Form, Legal AZ Workers Act Compliance Form, Certification Regarding Debarment, Checklist and Addenda Acknowledgment Form, and Offer Page constitutes the entire Bid package and by this reference is hereby incorporated into this agreement.

SECTION 1.0

General:

- 1.1 All product specifications are **minimum**. Vendor must provide product specification sheet.
- 1.2 Vendor should have adequate manufacturing / stock facilities to serve the needs of Gila County.
- 1.3 All proposals must represent the entire package.
- 1.4 The parties specifically understand and agree that the quantities used for bidding purposes are estimates of County needs and in no event shall the County be obligated to purchase the exact quantities of any item set forth in the proposal. The County does not guarantee any maximum or minimum amounts of purchase.

SECTION 2.0

Bid Pricing:

- 2.1 The Vendor shall submit the bid in the form of a firm unit price for the contract period. Initial contract period is through June 30, 2023. Vendor shall incorporate all freight, profit, and discount into their price.
- 2.2 **The term of the contract shall commence upon award and shall remain in effect through June 30, 2023**, unless terminated, cancelled or extended as otherwise provided herein.

SECTION 3.0

Ordering and Delivery:

- 3.1 **ORDERING**: Gila County does not warrant the order quantity of any item prior to actual need. Gila County may re-order item as it becomes necessary or based on the required needs within the County during the term of this contract.
- 3.2 **PRODUCT DELIVERY** Location: Gila County Shop, 1001 W. Besich Blvd, Globe, AZ. The Board of Supervisors may designate other or alternate delivery sites at any time during the term of the contract. These needs may be based on, but not limited to, seasonal, emergency, historical usage data.

BID NO. 082322

One (1) New Ford F-350 Super Duty XL 4x4 Chassis Cab with Dump Bed, Spreader and Snowplow

Exhibit "C" Minimum Specifications continued...

- 3.3 DELIVERY TIME: Vehicles must be delivered no later than June 30, 2023. Failure to provide delivery within this time period may result in termination of this contract and award to the next lowest, responsible bidder. If vendor sends County Procurement written documentation from the manufacturer Forty-Five (45) days prior to the delivery date, Gila County may choose to extend the contract up to six (6) months.
- 3.4 Vendor shall retain title and control of all goods until they are delivered, and the contract of coverage has been completed. All risks of transportation and all related charges shall be the responsibility of the Vendor. All claims for visible or concealed damage shall be filed by the Vendor. The County will assist the Vendor in arranging for inspection.

SPECIFICATION/PRICE SHEET

Complete and Return this form for the **total delivered price** being proposed. Attach any pertinent cost breakdowns, subtotals of component costs, etc. to this proposal-pricing page.

Vendor Name: _____ **Phone No.** _____

Vehicle Year, Make, & Model: _____

MINIMUM SPECIFICATIONS	MEETS MINIMUM SPECIFICATIONS	
New Ford F-350 Super Duty XL 4x4 Chassis Cab	YES	NO
Body: Regular / Chassis Cab		
Wheelbase: 145"		
Rear Wheel Options: (DRW) Dual Rear Wheels		
Exterior Paint: Oxford White		
Engine: 6.7L 4 Valve OHV Power stroke V8		
Drive: 4X4		
Transmission: Ten-Speed Automatic		
Packages: Snowplow Prep, Trailer Tow, & Power Equip Pkgs		
Wheel Type: 17" Steel Wheels		
Exterior Options: Engine Block Heater		
Exterior Backup Alarm		
Full Size Spare Tire, Jack and Jack Tools		
Rear View Camera and Prep Kit		
Factory Skid Plates		
Tire Type: LT 245/75Rx17E BSW A/T Tires		
Platform Running Boards		
Interior: Medium Earth Gray HD Vinyl 40/20/40 Split Bench		
Carpet Delete		
Operator Commanded Regeneration		
Trailer Brake Controller		
AM/FM Radio w/ SYNC		
3 Additional Keys/Fobs Required: Qty (5) total		
SUB – TOTAL AMOUNT	\$	
OTHER COSTS	\$	
SALES TAX	\$	
TOTAL AMOUNT OF DELIVERED VEHICLE	\$	

Delivery Location:

Estimated Date of Delivery: _____

Vendor Name & Phone Number: _____

Vendor Name & Phone Number: _____

OUTFITTING SPECIFICATION/PRICE SHEET

Complete and Return this form for the **total price** being proposed. Attach any pertinent cost breakdowns, subtotals of component costs, etc. to this proposal-pricing page.

Vendor Name: _____ **Phone No.** _____

Vehicle Year, Make, & Model: _____

MINIMUM OUTFITTING SPECIFICATIONS	MEETS <u>MINIMUM</u> SPECIFICATIONS	
Bed: Reading Marauder Dump Body		
Reading Bumper / 2" Dump Hitch Receiver (14900376)		
Qty (1) Pair Reading Anti-Sail Mud Flap Brackets (14403133)		
Qty (1) Pair 24 x 30 Mud Flaps		
Manual Bed Tarp Cover		
License Plate Mount w/light		
Stainless 14005 Series SaltDogg Spreader w/ in cab controller		
Steel - Western MVP3 Plus 8' 6" V – Plow Snowplow w/ dash mounted joystick control		
All Items to be installed and working upon delivery.		
SUB – TOTAL AMOUNT	\$	
OTHER COSTS	\$	
SALES TAX	\$	

Delivery Location:

Estimated Date of Delivery: _____

Vendor Name & Phone Number: _____

QUALIFICATION AND CERTIFICATION FORM

EXHIBIT "D" VENDORS QUALIFICATION AND REFERENCE LIST

PURPOSE

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Vendors under consideration for final award. The information may or may not be a determining factor in award.

CONTACT NUMBER 082322 One (1) New Ford F-350 Super Duty XL 4x4 Chassis Cab with Dump Bed, Spreader and Snowplow

The applicant submitting this Bid warrants the following:

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

2. Has Vendor (under its present or any previous name) ever failed to complete a contract? _____ Yes _____ No. If "Yes", give details including the date, the contracting agency, and the reason Vendor failed to perform in the narrative part of this Contract.
3. Has Vendor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? _____ Yes _____ No. If "Yes", give details, including the date, the contracting agency, the reasons for the Vendors disqualifications, and whether this disqualification remains in effect in the narrative part of this Contract.
4. Has a contracting agency ever terminated a contract with the Vendor (under your firm's present or any previous name) prior to end of contract period? _____ Yes _____ No. If "Yes", give details including the date, the contracting agency, and the reasons offer was terminated in the narrative part of this Contract.
5. Vendor must also provide at least the following information:
 - a. A Cost Bid shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
 - b. Gila County reserves the right to request additional information.

Signature of Authorized Person to Sign

Printed Name

Title

**AFFIDAVIT BY VENDOR
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 is

(Title)

of _____ and
(Name of Business)

That he is bidding on **Gila County Bid No. 082322 - One (1) New Ford F-350 Super Duty XL 4x4 Chassis Cab with Dump Bed, Spreader and Snowplow and,**

That neither he nor anyone associated with the said _____

(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.

Name of Business

By

Title

Subscribed and sworn to before me this _____ day of _____, 2022.

Notary Public

My Commission expires:

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. IN addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Typed Name and Title of Authorized Representative

Signature of Authorized Representative

☐I am unable to certify the above statements. My explanation is attached

LEGAL ARIZONA WORKERS ACT COMPLIANCE

Vendor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Vendor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Vendor shall further ensure that each Subcontractor who performs any work for Vendor under this contract likewise complies with the State and Federal Immigration Laws.

County shall have the right at any time to inspect the books and records of Vendor and any Subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

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

Vendor shall advise each Subcontractor of County's rights, and the Subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to ensure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

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

Signature of Authorized Representative

Printed Name

Title

ISRAEL BOYCOTT CERTIFICATION

Contractor hereby certifies that it is not currently engaged in and will not, for the duration of this agreement, engage in a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by County up to and including termination of this agreement.

Date: _____

Signature of Authorized Representative

Printed Name

Title

Unless and until the District Court's injunction in *Jordahl* is stayed or lifted, the Anti-Israel Boycott Provision (A.R.S. §35-393.01 (A)) is unenforceable and the State will take no action to enforce it.

Certification of No Forced Labor:

The Company does not currently, and agrees for the duration of this Agreement that the Company will not use:

1. The forced labor of Ethnic Uyghurs in the People's Republic of China;
2. Any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China; and,
3. Any contractors, subcontracts, or suppliers that use the forced labor or any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China.

The Company further agrees that if the Company becomes aware, during the term of the Agreement, that the Company is not in compliance with this Certification, the Company shall notify the County within 5 business days after becoming aware of the non-compliance. If the Company does not remedy the non-compliance within 180-days after sending notice of non-compliance, this Agreement shall automatically terminate.

Date: _____

Vendor _____

Signature of Authorized Representative

Printed Name

Title

BIDDERS CHECKLIST & ADDENDA ACKNOWLEDGEMENT

NOTICE IS HEREBY GIVEN that all Bid Documents shall be completed, executed, and submitted with this IFB. If bidder fails to complete or execute any portion of the Bid Documents, this IFB will be determined to be “non-responsive” and rejected.

CHECKLIST:

REQUIRED DOCUMENT

COMPLETED AND EXECUTED

QUALIFICATION & CERTIFICATION FORM

CERTIFICATION REGARDING DEBARMENT

PRICE SHEETS

NO COLLUSION AFFADAVIT

LEGAL ARIZONA WORKS ACT COMPLIANCE

BIDDERS CHECKLIST & ADDENDA ACKNOWLEDGEMENT

OFFER PAGE

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

	#1	#2	#3	#4	#5
Initials	_____	_____	_____	_____	_____
Date	_____	_____	_____	_____	_____

Signed and dated this _____ day of _____, 2022

VENDOR:

BY: (Signature)

Each bid shall be sealed in an envelope addressed to the Gila County Procurement Group and bearing the following statement on the outside of the envelope: **Invitation for Bids: Bid No. 082322 One (1) New Ford F-350 Super Duty XL 4x4 Chassis Cab with Dump Bed, Spreader and Snowplow.** All bids shall be filed with the Gila County Finance Department at the Copper Building, 1400 E. Ash St., Globe, AZ on or before September 27, 2022, 2:00 PM.

One (1) New Ford F-350 Super Duty XL 4x4 Chassis Cab with Dump Bed, Spreader and Snowplow

OFFER PAGE

TO GILA COUNTY:

The undersigned hereby offers and agrees to furnish the material or service in compliance with all terms and conditions, instruction, specifications, and any amendments contained in this Invitation for bids.

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

CONTRACT NUMBER: 082322 One (1) New Ford F-350 Super Duty XL 4x4 Chassis Cab with Dump Bed, Spreader and Snowplow

Firm Submitting Bid:

Company Name

Address

City State Zip

For clarification of this offer, contact:

Name: _____

Phone No.: _____

Fax: _____

Email: _____

Signature of Authorized Person to Sign

Printed Name

Title

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

BID NO. 082322

One (1) New Ford F-350 Super Duty XL 4x4 Chassis Cab with Dump Bed, Spreader and Snowplow

ACCEPTANCE OF OFFER

(For Gila County use only)

The Offer is hereby Accepted:

The Vendor _____ is now bound to provide the materials or services listed in Invitation for Bid No.: 082322 including all terms and conditions, specifications, amendments, etc. and the Vendor's Offer as accepted by County entity.

The contract shall henceforth be referenced to as **Contract No. 082322**. The Vendor has been cautioned not to commence any billable work or to provide any material or service under this Contract until Vendor receives written notice to proceed from Gila County.

Awarded this _____ day of _____, 2022

GILA COUNTY BOARD OF SUPERVISORS:

Woody Cline, Chairman, Board of Supervisors

ATTEST:

James Menlove, Clerk of the Board

APPROVED AS TO FORM:

The Gila County Attorney's Office

ARF-7560

Regular Agenda Item 3. K.

Regular BOS Meeting

Meeting Date: 09/20/2022

Submitted For: Steve Sanders, Director

Submitted By: Betty Hurst, Contracts Administrator

Department: Public Works

Fiscal Year: 2023

Budgeted?: Yes

Contract Dates 09-20-22 to 06-30-23 Grant?: No

Begin & End:

Matching No

Fund?: Replacement

Requirement?:

Information

Request/Subject

Request to Advertise Invitation for Bids No. 082422-Two (2) New Ford F-250 Super Duty XL 4x4 6.2L

Background Information

The advertisement for Two (2) New Ford F-250 Super Duty XL 4x4, One (1) F-250 outfitting 85gal L-Shaped Transfer Tank Toolbox Combo with Fill-Rite 15GPM 12v DC Pump & Fill-Rite 800 C Analog meter, hose, & nozzle and one (1) F-250 outfitting 85gal L-Shaped Transfer Tank Toolbox Combo with Fill-Rite 15GPM 12v DC Pump & Fill-Rite 800 C Analog meter, hose, & nozzle.

It is the intent of this solicitation to allow the Gila County Buckhead Mesa Landfill the ability to receive proposals from automobile suppliers and have the option to purchase these new vehicles, during this fiscal year.

Evaluation

The vehicles mentioned in the agenda request will be needed in the landfill in the coming year for the Buckhead Mesa Landfill. We would be replacing B-028 a 2002 Chevrolet 1/2T 4x4 that is 20 years of age and has 119k mi and B-162 a 2007 Ford 1/2T that is 15 years of age and has 112k both are costing the County a lot of money in maintenance and repairs. B-028 and B-162 will be traded in and prepped for auction.

Conclusion

The vehicles that will be purchased with this solicitation will be used by the Gila County Buckhead Mesa Landfill and replace older vehicles that have met one requirement and are close to meeting the other requirements of the Gila County recommended replacement intervals.

Recommendation

The Public Works Department Director recommends that the Board of Supervisors approve the advertisement of Invitation for Bids No. 082422 for the purchase of Two (2) New Ford F-250 Super Duty XL 4x4 as outlined in the solicitation.

Suggested Motion

Information/Discussion/Action to authorize the advertisement of Invitation for Bids No. 082422 to purchase Two (2) New Ford F-250 Super Duty XL 4x4 6.2L as outlined in the solicitation. **(David LaForge)**

Attachments

Request to Advertise

IFB No. 082422

GILA COUNTY DEPARTMENTAL REQUEST TO ADVERTISE FOR BIDS

IS THIS A REQUEST FOR <i>Check one</i> Bids <u> X </u> Proposals _____ Qualifications _____		REQUEST NUMBER _____ <i>(For Procurement Use Only)</i>
I. DESCRIPTION: <i>List item(s) to be purchased, purpose, specific summary, estimated cost and funding source.</i>		
FUNDING 90,000		PROJECTS: _____
Fund <u> 6850 </u> Dept No. <u> 341 </u> Program <u> 435 </u> Location <u> 000 </u> Account <u> 4500.50 </u> Fund <u> 6850 </u> Dept No. <u> 341 </u> Program <u> 436 </u> Location <u> 000 </u> Account <u> 4500.50 </u>		
INTENT It is the intent of this solicitation to establish the purchase of Two (2) New Ford F-250 Super Duty XL 4x4 with Trailer Tow and Power Equipment Package, One (1) F-250 outfitting 85gal L-Shaped Transfer Tank Toolbox Combo with Fill-Rite 15GPM 12v DC Pump & Fill-Rite 800 C Analog Meter, Hose, & Nozzle		
Signed: _____ Date _____ <div style="text-align: center; margin-top: 10px;"><i>Elected Official or Department Head</i></div>		
II. DEPARTMENTAL INFORMATION ONLY: <i>Action Dates</i>		
DATE Department Receipt _____ Presented to Board <u> 9/6/2022 </u> Delivered to Paper _____ Advertised From <u> 9/13/2022 </u> Closing Date <u> 9/27/2022 </u> Awarded To _____	Placed on Agenda _____ Approved to Call _____ Paper Name <u> Payson Roundup </u> To <u> 9/20/2022 </u> Bid Award Date <u> 10/18/2022 </u> Pre-Bid Meeting Date _____	
III. OTHER APPROVAL: <i>Only as necessary</i>		
Department Name: _____ <div style="display: flex; justify-content: space-between;"> <div> Department Head Signature _____ Department Name: _____ Department Head Signature _____ </div> <div> Date _____ Date _____ </div> </div>		
IV. APPROVED		
Finance Director Signature _____		Date _____

GILA COUNTY

NOTICE OF INVITATION FOR BID

BID NO. 082422

Two (2) New Ford F-250 Super Duty XL 4x4 6.2L



BOARD OF SUPERVISORS

Woody Cline, Chairman
Steve Christensen, Vice Chairman
Tim Humphrey, Member

COUNTY MANAGER

James Menlove



**GILA COUNTY
PROCUREMENT GROUP
NOTICE OF INVITATION FOR BID**

1400 E. Ash Street
Globe, Arizona
85501

**SOLICITATION NUMBER
082422**

BID DUE DATE: Tuesday, September 27, 2022

TIME: 3:00 PM

DESCRIPTION: Two (2) New Ford F-250 Super Duty XL 4x4 6.2L

**Bid Opening Location: GILA COUNTY FINANCE DEPARTMENT
ATTN: BETTY HURST
COPPER BUILDING
1350 EAST MONROE GLOBE, ARIZONA 85501**

Bid Submittal Location: GILA COUNTY FINANCE DEPARTMENT, 1400 E. Ash St., Globe, AZ 85501

Invitation for Bid for the materials and services specified will be received by the Gila County Procurement Group at the above specified location until the time and date cited.

Request for submittals after the specified date and time to the Procurement Group shall not be considered. To receive bid documents, contact the Procurement Group at (928) 402-4355 or click on the following link to the County website. http://www.gilacountyaz.gov/government/finance/procurement/current_bids.php

Additional instructions for preparing a bid are provided on pages 4-6 of the bid documents to Offerors as contained within the solicitation.

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

All procurement activities conducted by Gila County are in conformance with the rules and regulations of the Gila County Procurement Group Statement of Procedures. A copy of the Gila County Procurement Group Statement of Procedures is available for review in the Deputy Clerk of the Board's office, Globe, AZ.

Arizona Silver Belt advertisement dates: September 13, 2022, and September 20, 2022.

BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

Designated Department: Gila County Fleet Management
Type of contract: Term
Term of Contract: Twelve Months
Phone Number: (928) 402-8525

Signed: _____
Woody Cline, Chairman, Board of Supervisors

Date: _____

Signed: _____
The Gila County Attorney's Office

Date: _____

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BID NO. 082422
Two (2) New Ford F-250 Super Duty XL 4x4 6.2L

GENERAL SCOPE

It is the intent of this solicitation to award a contract for the Two (2) New Ford F-250 Super Duty XL 4x4 6.2L for the Fleet Management in Gila County.

The County may choose to award this contract, or make multiple awards, depending on what is deemed to be in the County's best interest considering price, specifications, and delivery date. The request for price of an item does not guarantee a purchase but merely provides the County with the option if the need arises.

See attached: **Exhibit "C" Pages 13 and Page 14 as specified on Price Sheet for total price being proposed.**

Vendors who agree to provide the Minimum Bid Specifications for this Invitation for Bid shall be considered for award.

INSTRUCTIONS TO VENDORS

IMPORTANT: EXHIBIT "A", INSTRUCTIONS TO VENDORS AND EXHIBIT "B", VENDORS AWARD AGREEMENT ARE BASIC CONTENT TO GILA COUNTY BID PACKAGES. INDIVIDUAL BIDS MAY REQUIRE DIFFERENT LANGUAGE FOR INSTRUCTIONS AND AWARD AGREEMENTS. WHERE APPLICABLE, SUCH CHANGES WILL APPEAR IN EXHIBIT "C", MINIMUM PRODUCT SPECIFICATIONS AND INFORMATION AND TAKE PRECEDENCE OVER THE LANGUAGE APPEARING IN EXHIBITS "A" & "B".

EXHIBIT "A" INSTRUCTIONS TO VENDORS

Preparation of Sealed Bid

- A. Sealed Bids will be received by the Gila County Finance Department, from vendors, to deliver the product(s), goods and services contained to establish a contract for specified locations within Gila County. The County seeks sealed bids only from qualified, experienced vendors able to provide services which are, in all respects, responsive to the specifications. All bids shall be on the forms provided in this Invitation for Bid package. It is permissible to copy these forms if required.
- B. Before submitting its bid, each vendor shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting performance of work. It shall carefully correlate its observations with requirements of the Contract and otherwise satisfy itself of the expense and difficulties attending the performance of the work. The submission of a bid will constitute a representation of compliance by the vendor. There will be no subsequent financial adjustment, other than that provided for by the Contract, for lack of such familiarization.
- C. Vendors must complete all forms provided in this Invitation for Bid package in full, original signature in ink, by the person(s) authorized to sign the Bid and to be submitted at the time of bid and made a part of this contract. The County will use the Bid, and Qualification and Certification Form, in evaluating the capacity of vendor(s) to perform the Scope of Services as set forth in the Contract. Failure of any Vendor to complete and submit the Price Sheet and Signature and Offer Page at time and place of opening may be grounds for automatic disqualification of the vendor(s) from further consideration.
- D. The names of all persons authorized to sign the Bid must also be legibly printed below the signature. Evidence of the authority of the person signing shall be furnished.
- E. The full name of each person or company interested in the Invitation for Bids shall be listed on the Bid.
- F. No alterations in Bids, or in the printed forms therefore, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the vendor; if initialed, the County may require the vendor to identify any alteration so initialed.

Amendments

Any addendum issued as a result of any change in this Invitation for Bids must be acknowledged by all Vendors in the following manner:

1. Completion of the Bidder Checklist & Addenda Acknowledgment form, page 21.

BID NO. 082422
Two (2) New Ford F-250 Super Duty XL 4x4 6.2L

Instructions to Vendors continued...

Failure to indicate receipt of addenda in the above manner may result in a bid being rejected as non-responsive. If no addenda have been issued, please indicate so by writing "Not Applicable" in the space provided under #1. The Vendor Checklist & Addenda Acknowledgment form must be signed and dated.

Inquiries

Any questions related to this IFB must be directed to those whose names appear on the Notice. Questions should be submitted in writing when time permits. The Gila County Supervisors, at their sole discretion, may require all questions be submitted in writing. Any correspondence related to an Invitation for Bids should refer to the appropriate Invitation for Bids number, page, and paragraph number. However, the Vendor(s) must not place the IFB number on the outside of an envelope containing questions since such an envelope may be identified as a sealed Bid and may not be opened until after the official IFB due date and time. Questions received less than five (5) working days prior to the date for opening Bids will be answered only if time permits. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Late Bids

Any bid received later than the date and time specified on Notice for Sealed Bids shall not be considered.

Submittal Bid Format:

It is requested that One (1) Original and One (1) copy (2 TOTAL) with original signatures on both sets of the Qualification and Certification Form, Price Sheets, No Collusion Form, Certification Regarding Debarment, Legal AZ Workers Act Compliance Form, Bidders Checklist and Addenda Acknowledgment Form, and Offer Page shall be submitted on the forms and in the format specified in the Invitation for Bid. The County will not be liable for any cost incident to the preparation of Bid, materials, reproductions, presentations, copy-right infringements, etc. It is permissible to copy these forms if required. Facsimiles or mailgrams shall not be considered.

1. By signature in the offer section of the Offer and Acceptance page, Vendor certifies:
 - A. The submission of the offer did not involve collusion or other anti-competitive practices.
 - B. The Vendor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
 - C. In order to conserve resources, reduce procurement costs, improve timely acquisition and cost of supplies and to improve efficiency and economy of procurement, any political subdivision, State, County, City, Town, etc., of the State of Arizona, will be allowed by the Vendor(s) awarded the contract to provide the same services, at the same prices stated in the bid. Delivery charges may differentiate depending on geographical location.

BID NO. 082422
Two (2) New Ford F-250 Super Duty XL 4x4 6.2L

Instructions to Vendors continued...

2. Bids submitted early may be modified or withdrawn by notice to the party receiving bids at the place and prior to the time designated for receipts of Bids.
3. The County is not responsible for any Vendor's errors or omissions. Negligence in preparing an offer confers no right to the Vendor unless the Vendor discovers and corrects such errors prior to the Bid deadline.

All bids shall be submitted in a sealed envelope:

- **Minimum of Two (2) copies with original signatures shall be provided by the Vendor;**
- **The words "Invitation for Bid" with Title "Two (2) New Ford F-250 Super Duty XL 4x4 6.2L", "Bid No. 082422", "September 27, 2022" and "3:00 PM" shall be written on the face of the envelope;**
- **The Vendor shall assume full responsibility for timely delivery at the location designated in the Notice;**
- **No bids will be accepted after 3:00 PM. AZ Time, Tuesday, September 27, 2022. Bids will be opened at 3:00 PM., Tuesday, September 27, 2022.**

GENERAL TERMS AND CONDITIONS

Award of Contract

1. The Gila County Board of Supervisors reserves the right to award any Bid by individual line item, by group of line items or as total, or any part thereof, whichever is deemed to be in the best interest, most advantageous of the County of Gila.
 - a. Notwithstanding any or other provisions of the Bid, the County reserves the right to:
 1. Waive any immaterial defects or informalities; or
 2. Reject any or all Bids; or portions thereof; or
 3. Reissue a Request for Bid.
2. It is the responsibility of the Gila County Board of Supervisors to let the County contracts to the lowest responsive and responsible Vendor(s). To ensure that all Vendors are experienced, reasonably equipped and adequately financed to meet their contractual obligations, a determination of responsibility shall be made by the Gila County Board of Supervisors prior to contract award.
3. Further, the County reserves the right to reject the Bid of any Vendor(s) who has previously failed to perform adequately after having once been awarded a prior Bid for furnishing and installing materials similar in nature.
4. All submitted forms provided in this Invitation for Bids will be reviewed by the Gila County Board of Supervisors.
5. Those Vendor(s) who, in the opinion of the Gila County Board of Supervisors, are best qualified and whose Bids are most advantageous to the County may be invited to appear before the Board for an oral review.
6. The apparent successful Vendor(s) shall sign and file with the County, within ten (10) days after Notice of Intent to Award, all documents necessary to successfully execute the contract.

Protests

Only other Vendors who have submitted a bid under this IFB have the right to protest. A protest of an award must be filed within ten (10) days after the award by the Board of Supervisors. A protest must be in writing and must include the following:

- A. Name, address and telephone number of the protester.
- B. Signature of the protester or its representative, and evidence of authority to sign.
- C. Identification of the contract and the solicitation or contract number.
- D. Detailed statement of the legal and factual grounds of protest including copies of relevant documents.
- E. The form of relief requested.

All protests shall be sent to the attention of the Gila County Board of Supervisors, 1400 East Ash Street, Globe, Arizona 85501.

BID NO. 082422
Two (2) New Ford F-250 Super Duty XL 4x4 6.2L

General Terms & Conditions continued...

Laws and Ordinances

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

EXHIBIT "B" CONTRACT AWARD AGREEMENT

This exhibit shall serve as the contract agreement to any Vendor, their agents, subcontractors or representatives, awarded this or any portion of this contract by the County, by submitting Bids to this or any other solicitation requiring sealed bids, does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Vendor's signature(s) appearing on page 20, Vendors Offer Page, and Exhibit "D" Vendors Qualification and Certification form page 14. This Contract shall include the Invitation for Bids No. 082422 and all exhibits attached to it, including but not limited to the Qualification and Certification Form, Price Sheets, No Collusion Affidavit, Legal AZ Workers Act Compliance Form, Bidders Checklist and Addenda Acknowledgment Form, and Offer Page which are all incorporated into this agreement by this reference.

Overcharges by Antitrust Violations

The County maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Vendor hereby assigns to the County any and all claims for such overcharges as to the goods or services used to fulfill the contract.

Authority to Contract

This contract shall be based upon the Invitation for Bids No. 082422, issued by the County, and the offer submitted by the Vendor in response to the IFB. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the IFB which is incorporated by this reference into this agreement. The county reserves the right to clarify any contractual terms with the concurrence of the Vendor; however, any substantial non-conformity in the offer, as determined by the County Attorney, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between Gila County and the Vendor relating to these requirements. The Contract shall prevail over any and all previous agreements, contracts, bids, negotiations, purchase orders, or master agreement in any form. The contract activity is issued under the authority of the Gila County Manager, after the Gila County Board of Supervisors approves the award. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of the Gila County Board of Supervisors in the form of an official contract amendment. Any attempt to alter any documents on the part of the Vendor or any agency is a violation of the Gila County Procurement Group Statement of Procedures. Any such action is subject to the legal and contractual remedies available to the County inclusive, but not limited to, contract cancellation, suspension or debarment of the Vendor.

Contract Amendments

The contract shall be modified only by a written contract amendment signed by the Gila County Board of Supervisors and persons duly authorized to enter into contracts on behalf of the Vendor.

Exhibit "B" Contract Award Agreement continued...

Contract Default

- A. The County, by written notice of default to the Vendor, may terminate the whole or any part of this contract in any one of the following circumstances:
 - 1. If the Vendor fails to make delivery of the supplies or to perform the services within the times specified; or
 - 2. If the Vendor fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.
- B. In the event the County terminates this contract in whole or part, the County may procure supplies or services similar to those terminated, and the Vendor shall be liable to the County for any excess costs for such similar supplies or services.

Right to Assurance

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the other party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made, and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

Costs and Payments

Payments shall comply with the requirements of A.R.S. Title 35 and 41, Net 30 days. Upon receipt and acceptance of goods and services, the Vendor shall submit a complete and accurate invoice for payment.

IRS W9 Form: In order to receive payment, the Vendor shall have a current IRS W9 Form on file with the County unless not required by law.

Co-op Use of Contract – Intergovernmental Purchasing

Gila County has entered into an active purchasing agreement with other political subdivisions, cities, and towns of the State of Arizona in order to conserve resources, reduce procurement costs and improve timely acquisition and cost of supplies, equipment and services. The vendor(s) to whom this contract is awarded may be requested by other parties of said interactive purchasing agreements to extend to those parties the right to purchase supplies, equipment and services provided by the vendor under this contract, pursuant to the terms and conditions stated herein. Any such usage by other entities must be in accord with the rules and regulations of the respective entity and the approval of the Vendor.

Cancellation of County Contracts

This contract is subject to the cancellation provisions of **A.R.S. §38-511**.

Termination of Contract

The County, with or without cause, may terminate this contract at any time, or by giving **thirty** (30) days written notice to you. The County at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the County shall be liable only for payment under the payment provisions of this contract for the services rendered and accepted material received by the County before the effective date of termination.

BID NO. 082422
Two (2) New Ford F-250 Super Duty XL 4x4 6.2L

Exhibit "B" Contract Award Agreement continued...

The County reserves the right to cancel the whole or any part of this contract due to failure of the Vendor(s) to carry out any term, promise, or condition of the contract. The County will issue a written ten (10) day notice of default to Vendor for acting or failing to act as in any of the following:

1. In the opinion of the County, the Vendor fails to perform adequately the stipulations, conditions or services and specifications required in the contract.
2. In the opinion of the County, the Vendor attempts to impose on the County material products, or workmanship, which is of unacceptable quality.
3. Vendor fails to furnish the required service or product within the time stipulated in the contract.
4. In the opinion of the County, the Vendor fails to make progress in the performance of the requirements of the contract or give the County a positive indication that Vendor will not, or cannot, perform to the requirements of the contract.

Each payment obligation of the County created hereby is conditioned upon the availability of County, State and Federal funds, which are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the County and available for the continuance of service herein contemplated, the contract period for the service may be terminated by the County at the end of the period for which funds are available. The County shall notify the Vendor at the earliest possible time which service may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

General

After receipt of all bids, each submittal shall be screened to determine if any shall be deemed non-responsive. Unsigned bids, unacknowledged Addenda, incomplete bids, non-conformance with mandatory requirements, etc., may result in the determination of non-responsive.

Indemnification Clause

Vendor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Vendor or any of its owners, officers, directors, agents, employees or Subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Vendor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Vendor from and against any and all claims. It is agreed that the Vendor will be responsible for primary loss investigation, defense and judgment costs.

BID NO. 082422
Two (2) New Ford F-250 Super Duty XL 4x4 6.2L

MINIMUM SPECIFICATIONS

EXHIBIT "C" MINIMUM SPECIFICATIONS FOR: 082422

Purpose: It is the intent of Gila County to establish, by this Invitation for Bids, a contract to Two (2) New Ford F-250 Super Duty XL 4x4 6.2L. This Invitation for Bid No. 082422 including the Qualification and Certification Form, Price Sheets, No Collusion Form, Legal AZ Workers Act Compliance Form, Certification Regarding Debarment, Checklist and Addenda Acknowledgment Form, and Offer Page constitutes the entire Bid package and by this reference is hereby incorporated into this agreement.

SECTION 1.0

General:

- 1.1 All product specifications are **minimum**. Vendor must provide product specification sheet.
- 1.2 Vendor should have adequate manufacturing / stock facilities to serve the needs of Gila County.
- 1.3 All proposals must represent the entire package.
- 1.4 The parties specifically understand and agree that the quantities used for bidding purposes are estimates of County needs and in no event shall the County be obligated to purchase the exact quantities of any item set forth in the proposal. The County does not guarantee any maximum or minimum amounts of purchase.

SECTION 2.0

Bid Pricing:

- 2.1 The Vendor shall submit the bid in the form of a firm unit price for the contract period. Initial contract period is through June 30, 2023. Vendor shall incorporate all freight, profit, and discount into their price.
- 2.2 **The term of the contract shall commence upon award and shall remain in effect through June 30, 2023**, unless terminated, cancelled or extended as otherwise provided herein.

SECTION 3.0

Ordering and Delivery:

- 3.1 **ORDERING**: Gila County does not warrant the order quantity of any item prior to actual need. Gila County may re-order item as it becomes necessary or based on the required needs within the County during the term of this contract.
- 3.2 **PRODUCT DELIVERY** Location: Gila County Shop, 1001 W. Besich Blvd, Globe, AZ. The Board of Supervisors may designate other or alternate delivery sites at any time during the term of the contract. These needs may be based on, but not limited to, seasonal, emergency, historical usage data.

Two (2) New Ford F-250 Super Duty XL 4x4 6.2L

Exhibit "C" Minimum Specifications continued...

- 3.3 DELIVERY TIME: Vehicles must be delivered no later than June 30, 2023. Failure to provide delivery within this time period may result in termination of this contract and award to the next lowest, responsible bidder. If vendor sends County Procurement written documentation from the manufacturer Forty-Five (45) days prior to the delivery date, Gila County may choose to extend the contract up to six (6) months.
- 3.4 Vendor shall retain title and control of all goods until they are delivered, and the contract of coverage has been completed. All risks of transportation and all related charges shall be the responsibility of the Vendor. All claims for visible or concealed damage shall be filed by the Vendor. The County will assist the Vendor in arranging for inspection.

SPECIFICATION/PRICE SHEET

Complete and Return this form for the **total delivered price** being proposed. Attach any pertinent cost breakdowns, subtotals of component costs, etc. to this proposal-pricing page.

Vendor Name: _____ **Phone No.** _____

Vehicle Year, Make, & Model: _____

MINIMUM SPECIFICATIONS 2023 Ford F-250 Super Duty XL 4x4	MEETS <u>MINIMUM</u> SPECIFICATIONS	
	YES	NO
Body: Crew Cab w/ 6-3/4' Bed		
Wheelbase: 160"		
Rear Wheel Options: (SRW) Single Rear Wheel		
Exterior Paint: Oxford White		
Engine: 6.2L 2-valve SOHC		
Drive: 4x4		
Transmission: Automatic		
Packages: Trailer Tow & Power Equip Packages		
Wheel Type: 17" Inch Steel Wheel		
Exterior Options: Full Size Spare Tire, Jack and Jack Tools		
Factory Skid Plates		
LT 265/70 R 17 All Terrain Tires		
Bed Mat		
Platform Running Boards		
Interior: Medium Earth Gray		
HD Vinyl 40/20/40 split bench, Rr bench Seat		
Carpet Delete		
Trailer Brake Controller		
AM/FM Radio w/ SYNC		
3 Additional Keys/Fobs Required: Qty (5) total		
SUB – TOTAL AMOUNT	\$	
OTHER COSTS	\$	
SALES TAX	\$	
TOTAL AMOUNT OF DELIVERED VEHICLE	\$	

Delivery Location:

Estimated Date of Delivery: _____

Vendor Name & Phone Number: _____

OUTFITTING SPECIFICATION/PRICE SHEET

Complete and Return this form for the **total price** being proposed. Attach any pertinent cost breakdowns, subtotals of component costs, etc. to this proposal-pricing page.

Vendor Name: _____ **Phone No.** _____

Vehicle Year, Make, & Model: _____

MINIMUM OUTFITTING SPECIFICATIONS	MEETS <u>MINIMUM</u> SPECIFICATIONS	
White - 85 Gallon L-Shaped Transfer Tank Toolbox Combo		
w/ Fill-Rite 15 GPM 12v DC Pump &		
Fill-Rite Series 800C Analog Meter, Hose, & nozzle		
All Items to be installed and working upon delivery.		
SUB – TOTAL AMOUNT	\$	
OTHER COSTS	\$	
SALES TAX	\$	

Delivery Location:

Estimated Date of Delivery: _____

Vendor Name & Phone Number: _____

QUALIFICATION AND CERTIFICATION FORM

EXHIBIT "D" VENDORS QUALIFICATION AND REFERENCE LIST

PURPOSE

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Vendors under consideration for final award. The information may or may not be a determining factor in award.

CONTACT NUMBER 082422 Two (2) New Ford F-250 Super Duty XL 4x4 6.2L

The applicant submitting this Bid warrants the following:

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

2. Has Vendor (under its present or any previous name) ever failed to complete a contract? _____ Yes _____ No. If "Yes", give details including the date, the contracting agency, and the reason Vendor failed to perform in the narrative part of this Contract.
3. Has Vendor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? _____ Yes _____ No. If "Yes", give details, including the date, the contracting agency, the reasons for the Vendors disqualifications, and whether this disqualification remains in effect in the narrative part of this Contract.
4. Has a contracting agency ever terminated a contract with the Vendor (under your firm's present or any previous name) prior to end of contract period? _____ Yes _____ No. If "Yes", give details including the date, the contracting agency, and the reasons offer was terminated in the narrative part of this Contract.
5. Vendor must also provide at least the following information:
 - a. A Cost Bid shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
 - b. Gila County reserves the right to request additional information.

Signature of Authorized Person to Sign

Printed Name

Title

**AFFIDAVIT BY VENDOR
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 is

(Title)

of _____ and
(Name of Business)

That he is bidding on **Gila County Bid No. 082422 - Two (2) New Ford F-250 Super Duty XL 4x4 6.2L**
and,

That neither he nor anyone associated with the said _____

(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.

Name of Business

By

Title

Subscribed and sworn to before me this _____ day of _____, 2022.

Notary Public

My Commission expires:

BID NO. 082422
Two (2) New Ford F-250 Super Duty XL 4x4 6.2L

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. IN addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Typed Name and Title of Authorized Representative

Signature of Authorized Representative

☐I am unable to certify the above statements. My explanation is attached

BID NO. 082422
Two (2) New Ford F-250 Super Duty XL 4x4 6.2L

LEGAL ARIZONA WORKERS ACT COMPLIANCE

Vendor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Vendor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Vendor shall further ensure that each Subcontractor who performs any work for Vendor under this contract likewise complies with the State and Federal Immigration Laws.

County shall have the right at any time to inspect the books and records of Vendor and any Subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

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

Vendor shall advise each Subcontractor of County's rights, and the Subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to ensure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

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

Signature of Authorized Representative

Printed Name

Title

ISRAEL BOYCOTT CERTIFICATION

Contractor hereby certifies that it is not currently engaged in and will not, for the duration of this agreement, engage in a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by County up to and including termination of this agreement.

Date: _____

Signature of Authorized Representative

Printed Name

Title

Unless and until the District Court's injunction in *Jordahl* is stayed or lifted, the Anti-Israel Boycott Provision (A.R.S. §35-393.01 (A)) is unenforceable and the State will take no action to enforce it.

Certification of No Forced Labor:

The Company does not currently, and agrees for the duration of this Agreement that the Company will not use:

1. The forced labor of Ethnic Uyghurs in the People's Republic of China;
2. Any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China; and,
3. Any contractors, subcontracts, or suppliers that use the forced labor or any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China.

The Company further agrees that if the Company becomes aware, during the term of the Agreement, that the Company is not in compliance with this Certification, the Company shall notify the County within 5 business days after becoming aware of the non-compliance. If the Company does not remedy the non-compliance within 180-days after sending notice of non-compliance, this Agreement shall automatically terminate.

Date: _____

Vendor _____

Signature of Authorized Representative

Printed Name

Title

BIDDERS CHECKLIST & ADDENDA ACKNOWLEDGEMENT

NOTICE IS HEREBY GIVEN that all Bid Documents shall be completed, executed, and submitted with this IFB. If bidder fails to complete or execute any portion of the Bid Documents, this IFB will be determined to be “non-responsive” and rejected.

CHECKLIST:

<u>REQUIRED DOCUMENT</u>	<u>COMPLETED AND EXECUTED</u>
QUALIFICATION & CERTIFICATION FORM	_____
CERTIFICATION REGARDING DEBARMENT	_____
PRICE SHEETS	_____
NO COLLUSION AFFIDAVIT	_____
LEGAL ARIZONA WORKS ACT COMPLIANCE	_____
BIDDERS CHECKLIST & ADDENDA ACKNOWLEDGEMENT	_____
OFFER PAGE	_____

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

	#1	#2	#3	#4	#5
Initials	_____	_____	_____	_____	_____
Date	_____	_____	_____	_____	_____

Signed and dated this _____ day of _____, 2022

VENDOR:

BY: (Signature)

Each bid shall be sealed in an envelope addressed to the Gila County Procurement Group and bearing the following statement on the outside of the envelope: **Invitation for Bids: Bid No. 082422 Two (2) New Ford F-250 Super Duty XL 4x4 6.2L.** All bids shall be filed with the Gila County Finance Department at the Copper Building, 1400 E. Ash St., Globe, AZ on or before September 27, 2022, 3:00 PM.

BID NO. 082422
Two (2) New Ford F-250 Super Duty XL 4x4 6.2L

OFFER PAGE

TO GILA COUNTY:

The undersigned hereby offers and agrees to furnish the material or service in compliance with all terms and conditions, instruction, specifications, and any amendments contained in this Invitation for bids.

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

CONTRACT NUMBER: 082422 Two (2) New Ford F-250 Super Duty XL 4x4 6.2L

Firm Submitting Bid:

Company Name

Address

City

State

Zip

For clarification of this offer, contact:

Name: _____

Phone No.: _____

Fax _____

Email: _____

Signature of Authorized Person to Sign

Printed Name

Title

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

BID NO. 082422
Two (2) New Ford F-250 Super Duty XL 4x4 6.2L

ACCEPTANCE OF OFFER

(For Gila County use only)

The Offer is hereby Accepted:

The Vendor _____ is now bound to provide the materials or services listed in Invitation for Bid No.: 082422 including all terms and conditions, specifications, amendments, etc. and the Vendor's Offer as accepted by County entity.

The contract shall henceforth be referenced to as **Contract No. 082422**. The Vendor has been cautioned not to commence any billable work or to provide any material or service under this Contract until Vendor receives written notice to proceed from Gila County.

Awarded this _____ day of _____, 2022

GILA COUNTY BOARD OF SUPERVISORS:

Woody Cline, Chairman, Board of Supervisors

ATTEST:

James Menlove, Clerk of the Board

APPROVED AS TO FORM:

The Gila County Attorney's Office

ARF-7565

Consent Agenda Item 4. A.

Regular BOS Meeting

Meeting Date: 09/20/2022

Submitted For: Eric Mariscal, Director

Submitted By: Erin Miller, Elections Assistant

Department: Elections

Information

Request/Subject

Order to cancel elections and appoint governing board members for certain County fire districts, improvement districts, sanitary districts, vocational technology districts, school districts, and provisional college districts.

Background Information

Water districts, wastewater districts, and sanitary districts are collectively known as county improvement districts. County improvement districts are covered in Title 48 of the Arizona Revised Statutes. School Districts and provisional college districts are covered in Title 15. Elections are covered in Title 16.

Arizona Revised Statute §16-410 provides for the cancelation of elections and the appointment of governing board members for the fire districts, water, and wastewater improvement districts, sanitary districts, and vocational technology districts. Further, this statute provides that canceled elections shall not appear on any ballot.

Arizona Revised Statute §15-424 (D) and §15-1442, in conjunction with A.R.S. §16-410, provide for the cancelation of elections and the appointment of governing board members for school districts and college districts.

Evaluation

The ability to cancel elections and appoint board members under these circumstances results in a significant cost savings for each of the special districts, school districts, and the County. The districts do not have to pay the County for the election and the County does not have to include these candidates on a ballot where they would have been automatically elected. Additionally, the County is not required to create numerous different ballot styles for each of these individual districts.

Conclusion

Arizona Revised Statutes provide for the cancelation of elections and the appointment of board members for the County improvement districts, fire districts, water, and wastewater improvement districts, sanitary districts, vocational technology districts, school districts, and provisional college districts; and appointing governing board members to those districts as listed on Attachments A through E of this Order. The implementation of the Order to cancel and appoint results in cost savings for the taxpayers of Gila County.

Recommendation

The Elections Director recommends that the Board of Supervisors adopt the Order to cancel the regularly scheduled November 8, 2022, governing board elections for fire districts, water, and wastewater improvement districts, sanitary districts, vocational technology districts, school districts, and provisional college districts as listed on Attachments A through E.

Suggested Motion

Adoption of an Order to cancel November 8, 2022, governing board elections for certain fire districts, water, and wastewater improvement districts, sanitary districts, vocational technology districts, school districts, and provisional college districts; and appoint governing board members to those districts as listed on Attachments A through E of the Order.

Attachments

Order

ARS 16-410

ARS 15-1442



ORDER

AN ORDER OF THE GILA COUNTY BOARD OF SUPERVISORS CANCELLING ELECTIONS AND APPOINTING GOVERNING BOARD MEMBERS TO FIRE DISTRICTS; WATER AND WASTEWATER IMPROVEMENT DISTRICTS; SANITARY DISTRICTS; TECHNOLOGICAL DISTRICTS; AND, SCHOOL DISTRICTS.

WHEREAS, A.R.S. §16-410(A) states, “*Notwithstanding any other law, in any election that is to be held pursuant to title 15, title 48 or section 16-822, if the total of the number of persons who file a nomination petition for a candidate and the number of persons who file a nomination paper for a write-in candidate as prescribed by chapter 3, articles 2 and 3 of this title is less than or equal to the number of positions to be filled at the election for which the nomination petition or nomination paper is filed, the county board of supervisors may cancel the election no earlier than one hundred five days before the election and appoint the person or persons who filed the nomination petition or nomination paper to fill the position for the term of office for which the candidate was nominated by the qualified electors;*”

NOW, THEREFORE, IT IS ORDERED that the Gila County Board of Supervisors does hereby cancel the November 8, 2022, governing board elections and appoints the persons listed on **Attachment A** to the respective fire district governing boards; the persons listed on **Attachment B** to the respective water and wastewater improvement district governing boards; the persons listed on **Attachment C** to the respective sanitary district governing boards; the persons listed on **Attachment D** to the respective technological district governing boards; and, the persons listed in **Attachment E** to the respective school district governing boards.

PASSED AND ADOPTED this 20th day of September 2022, at Globe, Gila County, Arizona

Attest:

GILA COUNTY BOARD OF SUPERVISORS

James Menlove, Clerk of the Board

Woody Cline, Chairman

Approved as to form:

The Gila County Attorney's Office

Attachment A

FIRE DISTRICTS

Governing Board Member Appointments 2022 - 2026

District	Governing Board Member
Christopher-Kohl's Fire District	Frenz, Douglas
	Kotnik, Ronald
East Verde Park Fire District	Eckhardt, Douglas
Gisela Valley Fire District	Latham, Scott
	Wild, Cynthia
Hellsgate Fire District	No Candidates
Houston Mesa Fire District	Otte, Jonathan
	Wilson, Cheryl
Pine-Strawberry Fire District	Ackerman, Charles
	Burkhart, David
Round Valley/Oxbow Estates Fire District	No Candidates
Tonto Basin Fire District	Lingenfelter, Steve
	Morris, Debbie
Tri-City Fire District	DalMolin, Frankie S.
	Guthrey, Daniel
	Malkovich, Mitchell
Water Wheel Fire District	Caldwell, Geoffrey
	Kendall, Henry (AI)
	Oberg, Christopher

Attachment B

WATER AND WASTEWATER DISTRICTS

Governing Board Member Appointments 2023 - 2026

District	Governing Board Member
Beaver Valley DWID	Harpster, Richard
	Johnson, Randy M
Canyon DWID	Barcón, Fred
	Bernstein, Sarah Anna
	Bronson, Robert
Little Creek Land Company DWID	No Candidates
Pine Creek Canyon DWID	Johnson, Allan
	Karr, David
	McClung, William
Pine-Strawberry WID	Childers, Roger
	Hillman, Sharon
	Reski, Thomas
Pine Water Association DWID	Clement, Melvin
	Hutson, Vincent
Solitude Trails DWID	Miotto, Roger
	Stowe, Jeffrey
Strawberry Hollow DWID	Hewlett, Gail
	Peterson, Loren
Strawberry Hollow Wastewater Imp District	Hewlett, Gail
	Peterson, Loren
Sunflower Mesa DWID	No Candidates
Tonto Village DWID	Hampton, Danny
	Myers, Peggy
Whispering Pines DWID	Manthe, Don
	Tan, Lisa

Attachment C

SANITARY DISTRICTS

Governing Board Member Appointments 2023 - 2026

District	Governing Board Member
Green Valley Water	Haws, Dallin
	Muhr, Jim
Tri-City Regional Sanitary District	Buzan, Duane
	Buzan, Malissa
	Farr, Cameron

Attachment D

TECHNOLOGY DISTRICTS & GILA COUNTY COMMUNITY COLLEGE

Governing Board Member Appointments 2022- 2026

District	Governing Board Member
Cobre Valley Institute	
of Technology	Term Ends 2026
Globe (4 Year Term)	Fane, Michael
Miami (4 Year Term)	Gregovich-Benton, Franceen
Gila Community College	Term Ends 2028
GCC # 3 (6 Year Term)	Shipley, Fernando

Attachment E

SCHOOL DISTRICTS

Governing Board Member Appointments 2022 - 2026

District	Governing Board Member
Globe Unified School District	Term Ends 2026
	DalMolin, Frankie
	Grice, Frank
Hayden Winkelman Unified School District	Term Ends 2026
Pine Strawberry School District (4 Year Term)	Term Ends 2026
	Zimmerman, Jennifer
San Carlos Unified School District	Term Ends 2026
	Harris, Sherrie
	Reede, David
	Talkalai, Katrina
Tonto Basin (4 Year Term)	Term Ends 2026
	Cline, Jarrett

16-410. Cancellation of certain elections; appointment to office; filling vacancies

A. Notwithstanding any other law, in any election that is to be held pursuant to title 15, title 48 or section 16-822, if the total of the number of persons who file a nomination petition for a candidate and the number of persons who file a nomination paper for a write-in candidate as prescribed by chapter 3, articles 2 and 3 of this title is less than or equal to the number of positions to be filled at the election for which the nomination petition or nomination paper is filed, the county board of supervisors may cancel the election no earlier than seventy-five days before the election and appoint the person or persons who filed the nomination petition or nomination paper to fill the position for the term of office for which the candidate was nominated by the qualified electors.

B. A person who is appointed pursuant to subsection A of this section is fully vested with the powers and duties of the office as if elected to that office.

C. If no nomination petitions for a candidate and no nomination papers for a write-in candidate have been filed to fill the position for which the election was being held, the position is deemed vacant and shall be filled in accordance with laws governing the filling of those vacancies.

D. Canceled elections shall not appear on any ballot, but if a withdrawal or disqualification of one or more candidates results in the cancellation of an election after the ballots have been printed, the results of any vote for that office shall not be canvassed.

15-1442. Nominating petitions; election; returns; results; certificate of election; statement of contributions and expenditures

A. Candidates for the district board must file nominating petitions, conforming to section 16-314, with the appropriate county officer.

B. Members of the district board shall be elected at the time and place, and in the manner, of general elections as provided in title 16.

C. If only one person files a nominating petition or nomination paper for a write-in candidate for an election to fill a community college board office, the county school superintendent no earlier than seventy-five days before the election may cancel the election for the position and appoint the person who filed the nominating petition or nomination paper to fill the position. If no person files a nominating petition or nomination paper for a candidate or for a write-in candidate for an election to fill a community college board office, the county board of supervisors no earlier than seventy-five days before the election may cancel the election for that office and that office is deemed vacant and shall be filled as provided in section 15-1441. A person who is appointed pursuant to this subsection is fully vested with the powers and duties of the office as if elected to that office.

D. The county school superintendent and the chairman of the board of supervisors shall meet on the seventh day following the election to canvass the returns in accordance with procedures for the canvass of returns in a general election. The county school superintendent shall declare the results of the election, declare elected the person receiving the highest number of votes for each office to be filled and issue to that person a certificate of election.

E. All candidates for the office of community college district governing board member shall file with the clerk of the board of supervisors a statement of contributions and expenditures as provided in section 16-926.

ARF-7568

Consent Agenda Item 4. B.

Regular BOS Meeting

Meeting Date: 09/20/2022

Submitted For: Mary Springer, Finance Director

Submitted By: Mary Springer, Finance Director

Department: Finance

Fiscal Year: FY22-23

Budgeted?: Yes

Contract Dates 07-19-2022 -

Grant?: No

Begin & End: 9-30-2022

Matching No

Fund?: Renewal

Requirement?:

Information

Request/Subject

Approval of Amendment No. 1 to Service Agreement No. 07052022 for an additional amount of \$810 to cover the sales tax increase that went into effect after the contract award for ground preparation and installation of a portable roping arena at the Gila County Fairgrounds.

Background Information

A portable roping arena is one of the improvements that was added to the Gila County Fairgrounds. Fill material and sand were hauled in and the ground preparation was completed and a new arena was installed. Bids were solicited for ground preparation and roping arena installation. Four bids were received for the ground preparation and two bids were received for the arena installation. Convenient Mobile Services, LLC completed the project. There was a sales tax increase that went into effect on August 1, 2022, and this was not included as part of the bid price. Amendment No. 1 provides the increase to cover the additional tax amount.

Evaluation

Tax rates were increased after the bid award so the contractor had no control over this increase in the price of the contract.

Conclusion

Staff recommends approving Amendment No. 1 for an increase of \$810 to the service agreement.

Recommendation

Staff recommends approval of Amendment No. 1 of the increase of \$810.

Suggested Motion

Approval of Amendment No. 1 to Service Agreement No. 07052022 to Convenient Mobile Services, LLC in the amount of \$810, increasing the total amount of the agreement to \$89,019 for the hauling of fill material and sand, the ground preparation, and portable arena installation at the Gila County Fairgrounds.

Attachments

Agreement 07052022

Amendment 1

SERVICE AGREEMENT NO. 07052022

**GILA COUNTY FAIRGROUNDS ROPING ARENA GROUND PREPARATION AND ROPING ARENA
INSTALLATION**

THIS AGREEMENT, made and entered into this 19th day of July, 2022, by and between the Gila County Board of Supervisors, a political subdivision of the State of Arizona, hereinafter designated the County, and Convenient Mobile Service, LLC, 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 dirt hauling and ground preparation for new portable roping arena at the Gila County fairground facilities in a good and workmanlike and substantial manner and to the satisfaction of the County under the direction of the Gila County Facilities Manager or designee.

The Contractor shall:

- Provide all personnel, equipment, materials, supplies, services and supervision necessary for the successful and timely completion of dirt hauling and ground preparation for new portable roping arena at the Gila County fairground facilities;
- Provide all personnel, and supervision necessary for the successful and timely install new portable roping arena at the Gila County fairground facilities per manufacturer's specifications;
- Provide experienced, trained and responsible personnel to perform the required services;
- Perform all work in a safe manner;

The County will provide sand and fill material and water for the arena preparation.

The County will provide T posts to anchor/stabilize portable arena.

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 - Certification of No Forced Labor: The Company does not currently, and agrees for the duration of this Agreement that the Company will not use:

1. The forced labor of Ethnic Uyghurs in the People's Republic of China;
2. Any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China; and,
3. Any contractors, subcontracts, or suppliers that use the forced labor or any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China.

The Company further agrees that if the Company becomes aware, during the term of the Agreement, that the Company is not in compliance with this Certification, the Company shall notify the County within 5 business days after becoming aware of the non-compliance. If the Company does not remedy the non-compliance within 180-days after sending notice of non-compliance, this Agreement shall automatically terminate.

ARTICLE 5 - 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. Policy shall be endorsed to include master key coverage.
- b. 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".
- c. Policy shall be endorsed to include coverage for "care-custody-control".

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.

4. **Fidelity Bond or Crime Insurance**

Bond or Policy Limit

\$ _____

- a. The bond or policy shall be issued with limits of 50% of the contract value or \$50,000 - whichever amount is greater.
- b. The bond or policy shall include coverage for all directors, officers, agents and employees of the Contractor.
- c. The bond or policy shall **include coverage for third party fidelity.**
- d. The bond or policy shall **include coverage for extended theft and mysterious disappearance.**
- e. The bond or policy shall **not contain a condition requiring an arrest and conviction.**

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, 1400 E. Ash St., Globe, AZ 85501**, 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, 1400 E. Ash St., Globe, AZ, 85501.**

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 6 – 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."

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 term of the agreement shall commence on the date it is signed by the Chairman and continue in full force and effect until September 30, 2022.

ARTICLE 16 - PAYMENT/BILLING: Contractor shall be paid pursuant to the attached payment schedule but in no event shall payment exceed \$88,209.00 without prior written approval from the County.

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 Accounts Payable Department 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.

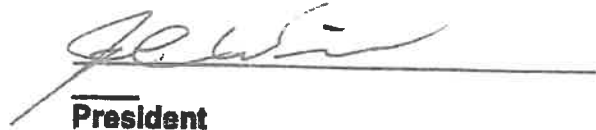
IN WITNESS WHEREOF, two (2) identical counterparts of Agreement No. 07052022, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

**CONVENIENT MOBILE SERVICES,
LLC**



**Woody Cline, Chairman
Gila County Board of Supervisors**



President

ATTEST



**James Menlove, Clerk of the Board
Gila County Board of Supervisors**



AMENDMENT NO. 1 to SERVICE AGREEMENT NO. 07052022-1

The following amendments are hereby incorporated into the agreement for the below project

GILA COUNTY FAIRGROUNDS ROPING ARENA GROUND PREPARATION AND ROPING ARENA INSTALLATION
Effective July 19, 2022, Gila County and Convenient Mobile Service, LLC entered into a contract whereby Convenient Mobile Service, LLC would perform ground preparation and arena installation at the Gila County Fairgrounds.

Due to a tax increase effective after the bid award the contract amount will increase the original contract amount by an amount of Eight Hundred and Ten Dollars 00/100's (\$810) due to the increase in sales tax that is out of the control of the contractor.

Amendment No. 1 to Service Agreement No. 07052022 will serve to increase the contract amount by an amount of Eight Hundred and Ten dollars and 00/100's (\$810).

Consequently, the contract is amended to increase the contract amount by \$810.00 for a new total contract amount of Eighty-Nine Thousand and Nineteen dollars and 00/100's (\$89,019.00).

All other terms, conditions, and provisions of the original Contract, shall remain the same and apply during contract period.

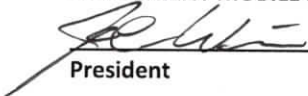
IN WITNESS WHEREOF, two (2) identical copies of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 5th day of SEPT., 2022

GILA COUNTY

Chairman

Gila County Board of Supervisors

CONVENIENT MOBILE SERVICE, LLC.



President

ATTEST

James Menlove, Clerk of the Board

Gila County Board of Supervisors

APPROVED AS TO FORM

The Gila County Attorney's Office

ARF-7532

Consent Agenda Item 4. C.

Regular BOS Meeting

Meeting Date: 09/20/2022

Submitted For: Steve Sanders, Director

Submitted By: Shannon Coons, Fiscal Services Manager

Department: Public Works

Division: Auto Shop

Fiscal Year: FY2023

Budgeted?: Yes

Contract Dates 10/30/2022 to

Grant?: No

Begin & End: 10/31/2023

Matching No

Fund?: Renewal

Requirement?:

Information

Request/Subject

Approval to renewal software from Agile Fleet, Inc. under Sourcewell
Contract No. 020221-AAC

Background Information

General Services currently tracks the maintenance and fuel consumption of approximately 630 pieces of equipment (not all rolling stock). The daily tracking of maintenance is improving our data collection.

The Agile FleetCommander program can provide a lot of vehicle & equipment information with daily input and comprehensive reports.

We are relying on monthly fuel purchases at Gila County depots to capture mileage along with scheduled maintenance intervals. The maintenance must now be timed by monthly schedules and thirty-day-old mileage data rather than relying on current mileage data that used to be provided by GPS. The mileage data is uploaded monthly into FleetCommander by MegaTrak software when fuel billing occurs or when a vehicle obtains maintenance or repair. This may not be ideal for many of the higher utilization vehicles as they regularly accumulate enough miles to require service every 30 days or those that accrue high mileage intermittently due to the nature of their utilization. This is a shortfall of data as a result of GPS data elimination. When utilized with automatically emailed maintenance reminders, GPS would provide real-time mileage data reducing but not eliminating excessive mileage between services. It is still the responsibility of the issued vehicle operator or Department Head

to schedule vehicle services and presents a vehicle in a timely manner.

Evaluation

General Services has been able to build comprehensive reports with the Agile FleetCommander program, on the latest vehicle usage and maintenance costs. The mechanic's notes, parts list, and price, mileage, and fuel consumption are among the consistent information in one program.

The utilization of the kiosk system for the motor pool has been helpful in determining which vehicles need to be replaced or reassigned. Motor Pool usage has increased from 2020 and the Agile Kiosk System has proven to be more accurate and efficient utilization than paper methods of tracking. Sharing vehicles through the motor pool will save money for those Departments that don't require special equipment on the vehicles to do their work. Gila County has 2 kiosks in Globe and 1 in Payson. This makes it easier for those in Payson to obtain a vehicle without having to drive to the Star Valley yard.

Conclusion

Agile FleetCommander software has helped General Services gather the true data of our fleet use and has assisted in reducing our fleet size and maintenance costs. The data shows all of the vehicles not being used to their full potential and how, with a little planning, the sharing of newer vehicles should become the way to do business.

The Sourcewell agreement with Agile Fleet has standard escalators each year of the agreement, and the pricing is based on those escalators. Fleet Management also purchased a new kiosk for the Tommie Martin Cline building so Payson employees can utilize motor pool cars without having to drive to Star Valley.

Recommendation

The Public Works Department Director and the General Services Division Manager recommend that the Board approve the continued use of the Agile Fleet, Inc., for the FleetCommander software program and obtain a discount under the Sourcewell Cooperative Contract No. 020221-AAC for another year.

Suggested Motion

Approval to renew Agile Fleet Inc. Customer Purchase Agreement under Sourcewell Contract No. 020221-AAC in the amount of \$53,281.97.

Attachments

Agile Fleet Contract

Sourcewell-Agile Fleet Contract 020221

Agile Fleet Proposal

CONTRACT AGREEMENT

Contract Name: Agile Fleet, Inc. FleetCommander Program

Contract No.: Sourcewell #020221-AAC

Statement of Purpose and Need (3-5 Sentences) Public Works General Services division is requesting the Board of Supervisors' approval to renew software and support from November 1, 2022 to October 31, 2023 with Agile Fleet, Inc., FleetCommander under Sourcewell cooperative Contract No. 020221-AAC. This program is used to record maintenance of vehicles and equipment and has a reservation module for Motor Pool and Lease. All Documents executed by Sourcewell on Contract No. 020221-AAC apply to this procurement between Gila County and Agile Fleet, Inc.

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 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.

IMMIGRATION LAW COMPLIANCE WARRANTY: 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.

Cancellation for Conflict of Interest. This Agreement is subject to cancellation for conflict of interest as provided in A.R.S. § 38-511, which is hereby fully incorporated herein by this reference as if the same as if fully set forth in this contract.

Certification of No Forced Labor: The Company does not currently, and agrees for the duration of this Agreement that the Company will not use:

1. The forced labor of Ethnic Uyghurs in the People's Republic of China;
2. Any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China; and,
3. Any contractors, subcontracts, or suppliers that use the forced labor or any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China.

The Company further agrees that if the Company becomes aware, during the term of the Agreement, that the Company is not in compliance with this Certification, the Company shall notify the County within 5 business days after becoming aware of the non-compliance. If the Company does not remedy the non-compliance within 180-days after sending notice of non-compliance, this Agreement shall automatically terminate.

Contract End Date: October 31, 2023

Renewal Option:



Yes
No

Maximum Dollar Limit: \$53,281.97

Contract Information

Firm Name: Agile Fleet, Inc.

Contact Person: Michelle DeLuca

Address: 14101 Willard Rd., STE A

Phone No: (571) 498-7555 Ext. 516

City: Chantilly State: Virginia 20151

Fax: _____

Email: mdeluca@agilefleet.co

Special Notes: Gila County is a member of Sourcewell Cooperative and takes advantage of vendor discounts. Sourcewell procures contracts in a manner acceptable to Arizona State Statutes and Gila County policy. Gila County saves money when using Sourcewell for the Fleet Management Technologies with Related Software Solutions. This contract with Sourcewell expires March 26, 2025.

Authorization to use a Cooperative Purchasing Agreement with Sourcewell No. 020221-AAC, for fleet a management program.

Renewal of Contract approved this 20th day of September, 2022.

GILA COUNTY BOARD OF SUPERVISORS

Woody Cline, Board of Supervisors

ATTEST

James Menlove, Clerk of the Board

APPROVED AS TO FORM

The Gila County Attorney's Office



Solicitation Number: 020221

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Agile Fleet, Inc., 14101 Willard Road, Suite A, Chantilly, VA 20151 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Fleet Management Technologies with Related Software Solutions from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires March 26, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
 - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
 - c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.
5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
\$2,000,000 per occurrence
\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other

insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcwell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcwell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcwell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all

references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of

not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any

person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

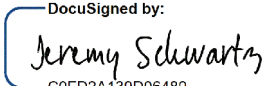
K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.


22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
3/24/2021 | 1:00 PM CDT
Date: _____

Agile Fleet, Inc.

DocuSigned by:

By: 5B86DA55858D4A2...
Edwin E. Smith
Title: President
4/8/2021 | 5:38 AM PDT
Date: _____

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
4/8/2021 | 7:46 AM CDT
Date: _____

RFP 020221 - Fleet Management Technologies with Related Software Solutions

Vendor Details

Company Name: Agile Fleet, Inc

Does your company conduct business under any other name? If yes, please state: Agile Access Control, Inc. << We changed names 12/30/2020

Address: 14101 Willard Rd; Suite A
Chantilly, VA 20151

Contact: Ed Smith

Email: esmith@agilefleet.com

Phone: 408-213-9555 501

Fax: 703-832-8729

HST#: 770553957

Submission Details

Created On: Thursday January 14, 2021 14:45:49

Submitted On: Wednesday January 27, 2021 07:51:30

Submitted By: Ed Smith

Email: esmith@agilefleet.com

Transaction #: 2712a9a5-8da3-4cb2-a67f-2e4ff444e369

Submitter's IP Address: 72.202.212.9

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Agile Fleet, Inc. previously Agile Access Control, Inc.	*
2	Proposer Address:	14101 Willard Rd; Suite A Chantilly, VA 20151 USA	*
3	Proposer website address:	www.AgileFleet.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Edwin E Smith President 14101 Willard Rd; Suite A Chantilly, VA 20151 esmith@agilefleet.com (408) 213-9555 x501	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Edwin E Smith President 14101 Willard Rd; Suite A Chantilly, VA 20151 esmith@agilefleet.com (408) 213-9555 x501	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Ron Katz Sr. Director of National Accounts 14101 Willard Rd; Suite A Chantilly, VA 20151 rkatz@agilefleet.com (408) 213-9555 x535	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>We have been in the business servicing the fleet management market since September of 2000, i.e. more than 20 years. Agile is the developer of the FleetCommander fleet management software. The company was formed in September of 2000 and has been serving government, educational, commercial, utility, and other fleet customers ever since. We have been an Sourcewell partner for the past eight years.</p> <p>In addition to the fleet-related products and services we offer, we provide an extremely high level of customer service. In our core is a philosophy that we are "approachable innovators". Every employee has this mindset. Our core values are:</p> <ol style="list-style-type: none"> 1. Strong Partnerships - Building and maintaining strong partnerships is the foundation of our success. 2. Initiative - We take responsibility for our roles. We're proactive and we think outside the box. 3. Approachability - We are friendly, unpretentious, and welcoming. 4. Integrity - We are trustworthy, fair, and ethical, and we expect the same from our colleagues, clients, and partners. 5. Flexibility - We are Agile. We happily adapt to changing priorities and conditions to achieve success. 	*
8	What are your company's expectations in the event of an award?	Our expectations are that we would continue to have a mutually beneficial relationship as a Sourcewell partner. We have been grateful to have been selected by NJPA and then Sourcewell for the past two similar tenders.	*

9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Agile Fleet, Inc. is a privately held company. As such, we do not routinely provide financial statements. We can provide bank references and other financial data as required. We are financially stable and healthy and have no debt. Our cash on hand far exceeds \$1M. 2020 was our most successful year financially.	*
10	What is your US market share for the solutions that you are proposing?	There is no single company that provides the range of products and services we offer and therefore estimating market share in the US and Canada is complicated. Customers, and even competitors, will attest that we have the most powerful fleet and motor pool system available in the market place. We manage in excess of 50,000 vehicles using our solution. Government and higher education customers represent about 75% of our customer base. We have customers in most market segments in the U.S.	*
11	What is your Canadian market share for the solutions that you are proposing?	In Canada, our clients are in the government and education market space. There is no single company that provides the range of products and services we offer and therefore estimating market share in the US and Canada is complicated.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	We are the manufacturer, i.e., a developer of our core product, Agile FleetCommander. Third-party vendors provide hardware such as secure key boxes and in-vehicle hardware and are used to augment our software solution. However, we perform or directly manage 100% of the installation of our FleetCommander software and key boxes. Our sales/service force is internal, i.e. Agile employees. Other products offered via Agile, such as touch-screen kiosks, key boxes, and in-vehicle technology are off-the-shelf solutions that are simply added to FleetCommander to increase the total benefit to the end user. We are the single focal point for support and service of these items. In the even that we use outside individuals for service (e.g. installing GPS equipment), we are 100% accountable and we manage the relationship with the third parties.	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	N/A	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>Our team is consistently recognized by our customers for our exceptional level of service and the return on investment that our solution provides. In addition, we are invited to speak at the highest profile fleet conferences in the nation. This past year in particular, we were honored to be asked by the National Association of Fleet Administrators to be on their COVID-19 fleet pandemic panel.</p> <p>Last year, we received an outstanding customer satisfaction rating comparable to those received by iconic brands such as Apple Computer, Netflix and Amazon. The ranking was based on the Net Promoter Score® (NPS) model for standardized customer loyalty metrics. Agile's recent customer survey resulted in a NPS of 67, which is considered outstanding. Ratings can range between -100 and 100. A score above 50 is considered excellent. Apple Computer, Netflix, and Amazon ratings were 66, 64, and 66 respectively. The NPS® system is a registered trademark by developer Fred Reichheld, Bain & Company and Satmetrix and is used by more than two thirds of Fortune 1000 companies.</p> <p>Agile is a well-known and regular contributor at industry conferences and events, to include (but not limited to) National Association of Fleet Administrators (NAFA), the Government Fleet Expo (GFX), Big Ten and Friends Parking and Transportation Conference, National Conference of State Fleet Administrators (NCSFA), and more.</p>	*
17	What percentage of your sales are to the governmental sector in the past three years	Excluding colleges and universities, 50% of new sales are to the government sector.	*
18	What percentage of your sales are to the education sector in the past three years	Twenty eight percent of our new sales are to the education sector.	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Our only other cooperative purchasing contract is via our GSA partner. Sourcwell is the only cooperative purchasing agreement we hold directly.	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	We do not hold a GSA contract but we leverage a GSA partner, as required, to close a sale. Average annual sales volume for these is under \$1M USD.	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Boise	Craig Croner	(208) 384-3747	*
State of Michigan	Dave Hofmeister	(517) 241-3472	*
Iowa State University	Kathy Wellik	(515) 294-1657	*

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Washington Metro Area Transit Authority	Government	District of Columbia - DC	Fleet management information system, vehicle reservation system, automated key control boxes, GPS, custom integration	\$5,000 - \$250,00	\$1,379,204	*
Environmental Protection Agency	Government	District of Columbia - DC	Fleet management information system, vehicle reservation system, automated key control boxes, custom integration	\$500 - \$350,000	\$591,870	*
State of Iowa	Government	Iowa - IA	Fleet management information system, vehicle reservation system, automated key control boxes, custom integration	\$1,000 - \$60,000	\$373,172	*
State of Michigan	Government	Michigan - MI	Fleet management information system, vehicle reservation system, automated key control boxes, custom integration	\$250 - \$119,600	\$358,459	*
Guilford County, NC	Government	North Carolina - NC	Fleet management information system, vehicle reservation system, automated key control boxes, GPS, custom integration	\$100 - \$68,862	\$349,449	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
23	Sales force.	All staff are located within the continental United States. During the pandemic, most sales staff are working virtually from home offices. Our headquarters in Chantilly, VA is still open.	*
24	Dealer network or other distribution methods.	We sell direct and are the sole distributor of our products and services.	*
25	Service force.	<p>We are the manufacturer, i.e., a developer of our core product, Agile FleetCommander. Third-party vendors provide hardware such as secure key boxes and in-vehicle hardware and are used to augment our software solution. However, we perform or directly manage 100% of the installation of our FleetCommander software and key boxes. Our sales/service force is internal, i.e. Agile employees.</p> <p>Other products offered via Agile, such as touch-screen kiosks, key boxes, and in-vehicle technology are off-the-shelf solutions that are simply added to FleetCommander to increase the total benefit to the end user. We are the single focal point for support and service of these items. In the even that we use outside individuals for service (e.g. installing GPS equipment), we are 100% accountable and we manage the relationship with the third parties.</p>	*
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Agile's service team is located throughout the DC area and in Washington state and in Indiana. Eight dedicated staff members support our fleet software, products, and services. As needed, service and support team members are available to travel throughout North America to support customers. In addition, we have technical resources available from our hardware manufacturer to travel worldwide in support of any hardware.</p> <p>Manufacturers of hardware products are available to travel on-site throughout North America as needed.</p>	*
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We are willing and able and provide our products and services to Sourcewell participating entities in the United States.	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are willing and able and provide our products and services to Sourcewell participating entities in Canada.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Not applicable	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We are not aware of any Sourcewell participating entities that we would not service.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	We are not aware of any specific contract requirements or restrictions for Hawaii and Alaska or in the US Territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
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32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>We execute a marketing program to promote the Sourcewell contract nationally through a variety of venues. A variety of tactics are used to create a comprehensive, synergistic marketing approach. These are described in more detail below.</p> <p>Press Releases</p> <p>We regularly release newsworthy information via our press releases. Sourcewell is part of our boilerplate, including the following statement: Agile Fleet solutions are available for direct purchase without the need to solicit competitive bids by states, cities, counties, all government agencies, both public and non-public educational agencies, colleges, universities, and non-profit organizations via the National Joint Powers Alliance (Sourcewell) national contract. Our email distribution list, which is tailored to target each fleet market segment, has been built over years of experience in the fleet industry. In addition to targeting fleet managers, our press releases are sent to media outlets. Those media outlets routinely pick up our news stories and re-publish them.</p> <p>As part of our roll-out of the Sourcewell contract, we will issue a press release to all of our media contacts as well as our entire 9,000-name email list, and incorporate reminder emails to our contacts on a regular basis. In addition, we will include Sourcewell contract announcement and logo as part of our standard marketing materials.</p> <p>Our Marketing Web site</p> <p>We also promote the Sourcewell contract vehicle via our corporate marketing web site.</p> <p>Speaking Engagements</p> <p>We are asked to speak as subject matter experts on the topics of fleet right-sizing, car sharing, and more. We use these opportunities to promote the Sourcewell contract vehicle as permitted.</p> <p>We include Sourcewell promotional information on our printed materials.</p> <p>We promote Sourcewell through the regional and national trade shows that we attend. Our presence ranges from a 10 x 20 booth to a 10 x 30 booth multiple times per year. In addition, we participate in industry webinars and regularly run our own webinars targeted toward government and university fleet markets.</p> <p>In addition to including the Sourcewell logo and contract information on all of our marketing collateral, we regularly use and distribute Sourcewell-provided marketing collateral that specifically addresses the benefits of the Sourcewell contract vehicle.</p>	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Agile uses a variety of the latest marketing technologies to ensure national awareness of contract vehicles and product features and benefits. These technologies include, but are not limited to:</p> <ol style="list-style-type: none"> 1. Web Site: Our website is built on the Hubspot Content Management platform. This state of the art marketing automation tool integrates our email capabilities, blogging, contact lists, landing pages, calls to action, and press releases. It enables us to quickly change and update our website, respond automatically to inquiries, and track our marketing effectiveness. In addition, it enables us to increase our search engine rankings by continually adding relevant content to the marketplace, making our site the go-to source for subject matter expertise. All of these initiatives increase Sourcewell's exposure to the marketplace. 2. Regular media coverage, specifically on-line fleet-related sites such as Government Fleet, as well as industry publications such as FleetSolutions, the publication of NAFA, and Green Fleet. 3. Speaking engagements and feature articles 4. Webinars and Open Demos – Sourcewell is mentioned in every webinar and demo 5. Blog posts – Sourcewell is regularly mentioned in blog posts 6. Print ads 7. Online ads 8. Social media 	*

34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>We feel Sourcewell is an integral part of our marketing machine and our sales culture. Using the Sourcewell contract vehicle, and expertise gained from Sourcewell resources and other Sourcewell vendor partners, our sales have grown. We anticipate this will continue. Specific advantages we envision from continuing to partner with Sourcewell include Sourcewell's ability to:</p> <ul style="list-style-type: none"> Promote the Sourcewell brand so that buyers are familiar with the value of the Sourcewell contract vehicle. Promote our products and services for K-12, higher education, local and state level government through venues such as the Sourcewell web site and other Sourcewell marketing efforts. Jointly announce new contract wins that have been placed through the Sourcewell contract vehicles. Continue to educate our team on how to sell and promote the Sourcewell contract vehicle. Make introductions to other Sourcewell vendors as well as Sourcewell members. 	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	No. As our product is so highly configurable, and the sales process is so consultative, we feel ordering via an Agile sales representative is the most effective process for Agile and the prospective customer.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>A variety of training is provided to support the products and services available via the Sourcewell contract vehicles. These include:</p> <p>General web teleconferences – Available for prospective customers that are interested in learning about FleetCommander.</p> <p>System Administrator Training – This is targeted toward the fleet staff responsible for managing the fleet software.</p> <p>Technical / Network Administrator Training – This is targeted toward technical staff that is responsible for managing the technical components of the fleet solution, if required. Note that customers that use Agile's hosted solution and do not have hardware will not require this type of training.</p> <p>End-user Training – Train-the-trainer training can be provided to assist in getting end-users trained on the fleet technology. Note that the design of FleetCommander is such that end-user training is often not required. Rather, a "Welcome email" generated from FleetCommander, sends easy-to-understand instructions and training guidance.</p> <p>Refresher Training – Refresher training, on any topic, can be provided on an as-needed basis.</p> <p>Training is optional and is broken out as a separate line item. This provides for flexibility to meet the unique needs of each customer. Cost is billed at our standard Professional Services rate.</p>	*
37	Describe any technological advances that your proposed products or services offer.	<p>Our company offers a wide variety of technological advances to the fleet industry. These include, but are not limited to:</p> <ol style="list-style-type: none"> The most comprehensive and advanced car sharing, motor pool, and right-sizing tools available to fleet. New features are released continuously. Web-based fleet management tools available in a SaaS or customer-hosted model, including: <ul style="list-style-type: none"> Maintenance Parts Inventory Fuel Management Risk Management Driver Management Mileage Collection Policy Communication and Enforcement And more Innovative, real-time fleet status via automatically-updating fleet dashboards Wireless, automated odometer collection hardware In-vehicle GPS hardware RFID Readers / integration Custom authentication 	*

38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Agile's management team maintains a focus on environmental stewardship, conservation of natural resources, reduction in mobile sources of emissions, and recycling. In 2011, for example, the company's telecommuting policy resulted in a reduction of more than 2,000 gallons of fuel and the associated reduction in emissions from more than 58,000 commuting miles. Employees located in Maryland car pool together to the corporate office in Virginia. Our company actively recycles paper, plastic, glass, metal, and hazardous materials. The president/CEO owns an all-electric vehicle to reduce his carbon footprint.</p> <p>Our products help achieve green initiatives using technology such as:</p> <ul style="list-style-type: none"> • Our telematics tools track idle time, fast acceleration and deceleration, and other gas-consuming activities. This data is available in reports to help change driver behavior. • Software components, such as the carpooling module, help reduce the number of trips needed by encouraging drivers to share a ride • FleetCommander's reservation system has many different ways to communicate green policies and procedures. One fleet reported a 50% reduction in the number of out-of-town trip simply by communicating and enforcing policies regarding personal use of company vehicles. • Savings achieved by fleet right-sizing enables customers to purchase newer fuel-efficient vehicles. • Agile's FleetCommander products and officials are featured in the major industry publication GREEN FLEET, July/August 2013 edition. The fleet industry looks to us as green subject matter experts. 	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	N/A	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	None of these apply to our company and the method for selling products. However, our products and services are offered through a Small Disadvantaged Veteran Owned Small Business, Government Marketing & Procurement LLC, the holder of our GSA schedule.	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Discriminators of our company, products and services include:</p> <ol style="list-style-type: none"> 1. We are U.S.-based. All of our product development, customer support, metal fabrication, hosting and other services are US-based. 2. We have the deepest and broadest capabilities with respect to car sharing and right-sizing of a fleet. No other company has the flexibility and configurability of our solution. 3. Our FleetCommander software solution has experienced 0 seconds of unscheduled downtime for periods lasting as long as 60 months. Our fault-tolerant hosting environment ensures that services are available to customers when needed. 4. Our commitment to our customers sets us apart. Here's what our customers are saying about us: <p>"I want to sincerely thank you for all your help. Best support around. FleetCommander has been a dream for us. And we get top quality service from Agile customer support." -- Commonwealth of Kentucky</p> <p>"I'd recommend purchasing the FleetCommander product because of its ease of use & excellent customer service. Volusia County does not consider you a vendor; you are a partner. Your product and customer service are awesome." -- Volusia County, FL</p> <p>"It has been going GREAT! I have never been involved in the implementation of a new computer system of any sort that has gone this smoothly. I have never had anything that wasn't responded to in a day. Particularly with questions we've had as the staff has started using the system, it's been great to have a response back to questions so promptly. I really feel that being able to get back to staff with solutions quickly helps with acceptance. I have no idea how you guys do it, but I sure appreciate it." -- Humboldt County, CA Office of Education</p>	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	Hardware parts are not involved with our software warranty. All labor is included. Our standard warranty offering for hardware is to send replacement hardware to replace a failed component. Other options are available. Unique situations such as hardware that is "dead on arrival", should they occur, will be handled on a case-by-case basis in a way that is least impactful on the customer. As needed, on-site will be provided at no cost to remedy the situation.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	No. This is typically not required. Any hardware that is included as part of our solution is typically repaired by sending the failed component via overnight mail. Replacement is done by the customer. Should the customer desire a technician to arrive on-site, Agile's cost would be passed along to the customer.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	There are no geographic regions of the U.S. that cannot be serviced by a technician. Nearly 100% of warranty work involves a simple swap-out of a single component. This is generally performed by the customer. In the event that a unit is dead-on-arrival at the customer's site, a certified technician will be dispatched to the location or the unit will be returned to Agile.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	We are the single focal point for all warranties associated with our offering, whether or not we are the original manufacturer. We coordinate all maintenance and repairs. We pass along manufacturer warranties (generally one-year) and we coordinate out-year warranties on behalf of the customer.	*
47	What are your proposed exchange and return programs and policies?	If the solution is not custom made-to-order, we may accommodate a return or exchange. These are handled on a case-by-case basis.	*
48	Describe any service contract options for the items included in your proposal.	Our maintenance and technical support contracts are optional but highly recommended.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	Net 30	*
50	Describe any leasing or financing options available for use by educational or governmental entities.	Amortization of upfront costs is considered on a case by case basis. We do not currently have leasing or financing options but would consider it.	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	<p>The following general ordering process is used to purchase Agile products and services:</p> <ol style="list-style-type: none"> 1. Contact is made with Agile. 2. Agile sales representatives consult with prospective customer and work through the best fit with respect to products and services that meet the customers' needs. 3. As needed, on-line demonstrations and a 30-day free trial may be used to assist the customer in analyzing the suitability of our products and services. A trial agreement is put in place for each 30-day free trial. 4. As needed, references from similar environments will be provided to the customer for evaluation. 5. A draft contract may be shared with the prospective customer. 6. Once the product and service list is finalized, Agile provides a formal quote. Note, an informal quote may be provided to support the customers planning efforts. 7. A contract may be signed by both parties. 8. The customer issues a purchase order 9. Agile delivers products and services. 10. The customer is invoiced. <p>All payments to Sourcewell have been, and will continue to be, managed by Agile. Agile is a prompt payment vendor.</p>	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	We accept Visa and MasterCard. We do not accept any other type of purchasing card.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *	
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Our pricing is line item pricing. Our line item pricing is a derivative of our MSRP pricing model. Pricing is discounted for Sourcwell members. Discounts are equal to, or more than, 4.75% on all products and services.	*
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Our line item pricing is a derivative of our MSRP pricing model. Pricing is discounted for Sourcwell members. Discounts are equal to, or more than, 4.75% on all products and services.	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	Volume discounts are reflected in our line item product pricing for our FleetCommander solution.	*
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	We can provide sourced products and related services as open market or nonstandard options. To maintain the high level of service, addition of sourced products may require the accompanying support from a third party vendor. That is, our staff cannot be expected to be up to speed on all aspects of training for these sourced products. Sourced products are generally provide at-cost plus 15%. Sourced services may require a quote due to the uncertainty generally found in acquiring new services.	*
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Non-standard support may require a unique quote consisting of professional services. This occurs on less than 5% of all sales. Examples would be the need to work in a secured customer site.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Shipping costs are included in all line item pricing for deliveries within the continental United States.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Delivery outside of the CONUS will be quoted prior to shipment.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Not applicable.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	We typically offer MSRP pricing. If they use Sourcwell, we give them the discount off of MSRP.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	Agile's internal processes ensure that our team reports all sales under the Contract each quarter and that the Vendor remits the proper administrative fee to Sourcewell. This process, which has been used for the past four years, has proven effective. Notable features of this process include: 1) All accounts which are related to Sourcewell are named with "Sourcewell" in the account name in our account system. 2) At the end of each fiscal quarter, our Operations Manager runs a report of all receivables and generates a spreadsheet of Sourcewell accounts and the related administrative fee 3) Agile's Chief Sales Officer validates the Sourcewell report. Note that this Sourcewell report is reconciled against our internal reports that are used to calculate sales commissions as sales commissions are impacted by whether or not the account was an Sourcewell account 4) Once the Operations Manager and Chief Sales Officer approve the Sourcewell payment, the president of the company reviews the report and approves payment.
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	An administrative fee of 2.00% is proposed to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Product Overview</p> <p>Agile's core offering is FleetCommander. FleetCommander is a fleet management system that is 100% web-based. That means users access all features from a web browser. There is no setup required on the user's desktop computer.</p> <p>The term "fleet management system" means many things to many people. Our fleet management solution originated from right-sizing and optimization tools aimed at making it very easy to manage vehicles in a motor pool. The core product has always had powerful features to manage vehicles, drivers, and vehicle requests. The tool has evolved to include many additional features aimed at making a fleet manager's life easier across all aspects of fleet management, including, but not limited to maintenance, risk management, fuel management, odometer collection, carpooling, and more.</p> <p>YOUR OWN FLEET WEB SITE - What is FleetCommander? FleetCommander is your very own web site that is used by you, fleet managers, dispatchers, maintenance personnel, inspection & prep staff, and even your drivers. We never license FleetCommander based on the number of users that access the system. In fact, we know that the more people that "touch" the system, the more efficient the fleet becomes. Site security ensures that each different type of user is only allowed to access the appropriate parts of the system. Your web site looks like you want it. Link FleetCommander to an existing enterprise web site or have it stand-alone. You can customize logos, links, and text to make it uniquely yours.</p> <p>ON-LINE VEHICLE REQUESTS - One of the most effective ways to optimize the use of vehicles is to allow drivers to use vehicles from a motor pool. To make this easy and efficient, FleetCommander includes a customizable, on-line vehicle request form that is completed by your drivers. The form does automatic error-checking, performs automated policy enforcement, and provides a wealth of information to the driver. Your users are encouraged to interact with the FleetCommander system directly. Doing so relieves the fleet staff of the burden of having to enter reservation data. For a user, the average request for a vehicle takes less than 30 seconds. The request is entered right into FleetCommander. The fleet administrator does not need to re-type the reservation request. Drivers receive an automated email and can even check their request status on-line at any time. Compare this to the time and effort it takes to respond to faxes, emails, and phone calls.</p>

KEY CONTROL – The optional, automated key control capability enables your fleet drivers to pick-up and drop-off keys night or day, 24 x 7. Each transaction is secure and captured by FleetCommander. Authorized personnel can make requests for vehicles right at the key control kiosk. We also offer a keys-in-the-vehicle dispatch option, similar to commercial car-sharing services. This unique product, called Agile FleetShare™, is fully integrated into FleetCommander with respect to reservations, billing, data collection and reporting.

FLEET UTILIZATION, OPTIMIZATION & ASSIGNING VEHICLES - There is a right vehicle and a wrong vehicle to give to a driver. A seasoned dispatcher may know which vehicle is best based on years of experience. Is that dispatcher always available? Fortunately, tools like FleetCommander provide intuitive graphical interfaces to make it quick and easy for even the novice to maximize the efficiency of a fleet. Want to hand out high-mileage vehicles for short trips? Want to rotate through your vehicles in a round-robin fashion? Is there an opportunity to make several trips with the same vehicle in the same day? FleetCommander handles all this for you. And, FleetCommander can even “auto-assign” and “auto-approve” vehicle requests for authorized users.

VEHICLE MANAGEMENT - Need to see which vehicles are over utilized? How about underutilized? Want to compare utilization between different sites in your enterprise? Want to compare utilization by type of vehicle? Has management ever asked how vehicles are being used? Do you need a report that shows the utilization rates of each vehicle? A wealth of tools is available to enable you to manage and analyze your fleet.

USER/DRIVER MANAGEMENT - One of the more powerful features of FleetCommander is user/driver management. Do you need to look through paper records to see if someone is eligible to drive? Has he or she received the proper training for that vehicle? Has someone's driver's license expired since he last used a vehicle? FleetCommander automatically checks to make sure driver's license information is current. Are you sure that your drivers have seen the latest fleet policy changes? FleetCommander can require that they read about any policy changes each time a new policy goes into effect. FleetCommander can even prompt your users to update their on-line profiles. How is this done in your organization today?

FLEET DASHBOARDS - Which activities consume you and your staff? What information do you wish you could see without even touching your keyboard? Take a look at FleetCommander's Dashboards. Dashboards are the ultimate fleet management screens. At a glance, they tell you about what is going on with your fleet, and they update every five minutes.

The Vehicle Use Dashboard shows key information about how many vehicles are leaving and returning, how many vehicles are late being picked up or returned, how many outstanding requests for vehicles are pending, and how many new user registrations have yet to be acted upon by your administrator. You'll quickly know the availability for each type of vehicle in your fleet. The Fleet Capacity/Demand graph will show the utilization on an hour-by-hour basis. It will also let you know the busiest times when vehicles are leaving and returning so your staff can plan appropriately. The Clipboards let you electronically cross off each vehicle as it leaves and returns. And with is the Dashboard automatically updating every 5 minutes, fleet data is always current. Need to know more about an aspect of your fleet? The QwikFind feature quickly takes you to a vehicle profile, a user profile, a reservation, or a work order.

The Maintenance Dashboard conveniently provides an accurate summary of maintenance tasks and work orders. The Risk Management Dashboard is a critical launching point for viewing and acting upon incident/accident reports.

MILEAGE COLLECTION AND IMPUTED INCOME - FleetCommander's imputed income functions make it easy for you to collect odometer readings of assigned vehicles no matter where in the world the vehicles are located. The customizable forms can attribute miles driven to personal use, commuting, business use, or other uses as you desire. FleetCommander will let you know who hasn't reported their mileage in the timeframe you define. It will then send your users a custom email that takes them to their own page in FleetCommander to report mileage and other information. We can even develop custom reports to import this data into your accounting system.

MAINTENANCE - FleetCommander's maintenance capabilities allow you to create maintenance plans and assign them to vehicles. FleetCommander will notify your maintenance staff when certain tasks are due or near-due as they trip time and mileage thresholds. You'll quickly create work orders and track the status and costs of the tasks. FleetCommander is great for those shops that outsource to a variety of vendors.

PARTS MANAGEMENT - The Parts Management module will allow administrators to track and control all inventory, including inventory levels and minimum and maximum points. Inventory can be tracked across multiple vehicle sites, stockrooms and vendors.

		<p>FUEL MANAGEMENT – Consolidate your fuel data with the remainder of your fleet data by importing your fuel records into FleetCommander. FleetCommander will map all fuel transactions to the specific vehicles, update vehicle odometers, and will provide user interfaces that are valuable for looking for fuel transaction exceptions.</p> <p>RISK MANAGEMENT - The Risk Management module provides complete online incident reporting and subsequent claims processing. It allows users to upload photos, images, and reports.</p> <p>GPS ODOMETER UPDATES - FleetCommander vehicle profiles can be updated with real-time updates from GPS systems located in vehicles. Odometer information will be captured from the GPS vendor databases and used to update the odometers of the vehicles in FleetCommander without intervention required from an administrator. The benefit is that FleetCommander will automatically have updated odometer information that is helpful in triggering PM reminders and aging reports.</p> <p>FEEDBACK SURVEY - When all is said and done, your users will be happier and your fleet will be more efficient using FleetCommander. How do we know? We have hard data to show you. In fact, FleetCommander has an on-line Customer Feedback form that can be completed 24 hours a day to get valuable input from your users. There is even a tool within FleetCommander that sends the Customer Feedback form via email to recent fleet drivers. FleetCommander will increase customer satisfaction through the use of tools like email confirmation of vehicle requests, trip receipts, 24x7 on-line access to forms, reports, and vehicle reservations, and much more. Who wouldn't want survey results to show to their manager?</p> <p>STANDARD MANAGEMENT REPORTS – FleetCommander has dozens of reports including utilization reports, billing reports, maintenance reports, asset reports, user reports, and more. Report interfaces allow you to quickly select the data you are looking for, specify criteria such as sort orders for data output, and even specify the format of your report (e.g. on-screen, Excel, or other formats).</p> <p>INTEGRATION WITH OTHER SYSTEMS – Having all of your fleet data in one repository is invaluable when you are reporting. FleetCommander is very flexible and capable of being integrated with external systems. FleetCommander has successfully been integrated with many types of systems, including accounting systems, human resource systems, fleet maintenance systems, risk management systems, automobile manufacturing systems, fuel systems, and more.</p>	
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Vehicle sharing, motor pool, fleet management information system, asset management, preventive maintenance, risk management, driver management, GPS, telematics	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
66	Fleet management information systems	<input checked="" type="radio"/> Yes <input type="radio"/> No	Our off-the-shelf fleet management information system is named FleetCommander.	*
67	Fleet technology related hardware solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	Self-service motor pool kiosks, automated key control, GPS	*
68	Fleet related software solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	Our off-the-shelf fleet management information system is named FleetCommander. We use security software such as Kioware as part of our solution	*
69	Telematics, fleet monitoring, asset tracking, and geofencing solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	We offer GPS solutions and/or integration with GPS Insight, Geotab, and Verizon telematics services	*
70	Motor pool and fleet sharing solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	Our off-the-shelf fleet management information system is named FleetCommander. We are widely recognized as the subject matter experts with respect to motor pool and vehicle sharing solutions.	*
71	Integrated video solutions	<input type="radio"/> Yes <input checked="" type="radio"/> No		

Table 15: Industry Specific Questions

Line Item	Question	Response *
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72	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	We have been awarded NJPA/Sourcwell contracts for the past two RFP efforts. Over the years, we have track the # of wins and the dollar value of the wins Every win is a success!
73	Describe your approach to data privacy in regard to your proposed solution(s).	<p>Our offering has a wide variety of measures in place to ensure security and privacy. An overview of these measures includes:</p> <p>1.0. Physical Security</p> <p>1.1. Equipment used for the purposes of hosting the application is located in a secure facility.</p> <p>1.2. Access to the secure facility is restricted to employees displaying valid identification badges.</p> <p>1.3. Access to the Network Operations Center is limited to authorized, network administrators and requires successful validation by additional authentication mechanisms.</p> <p>1.4. Access to the secure facility is logged.</p> <p>1.5. Power to the facility is insured by both battery backup and diesel generator.</p> <p>1.6. Fire suppression systems are in place.</p> <p>1.7. The facility is staffed 24 hours a day, seven days a week.</p> <p>2.0. Network Security</p> <p>2.1. The network is segmented to eliminate data saturation.</p> <p>2.2. Network connectivity is both internally and externally redundant. External redundancies are across multiple service providers.</p> <p>2.3. Network traffic coming into the secure facility is actively monitored and analyzed.</p> <p>2.4. Firewall devices and other network security measures including both hardware and software mechanisms are implemented to restrict network traffic identified as undesirable. This includes restricting access to certain ports.</p> <p>3.0. Server Security</p> <p>3.1. Local access to the servers or equipment hosting the application is limited to the network administrators described in 1.3.</p> <p>3.2. Remote access to the servers or equipment hosting the application is limited to a minimum number of trusted employees.</p> <p>3.3. All attempts to remotely access the servers or equipment hosting the application are logged.</p> <p>3.4. Passwords used to access the servers or equipment hosting the application must meet minimum strength requirements and are changed according to a determined schedule.</p> <p>3.5. As necessary, access to the servers hosting the application via FTP or FTPS may be necessary. This access is secured by the following:</p> <p>3.5.1. FTP or FTPS access is restricted to a limited number of predetermined users.</p> <p>3.5.2. Anonymous access is not permitted.</p> <p>3.5.3. All FTP or FTPS activity, including login attempts, is logged.</p> <p>3.5.4. Passwords used to access the servers via FTP or FTPS must meet minimum strength requirements.</p> <p>3.5.5. Access via FTP or FTPS is limited to the areas of the server to which the user requires access.</p> <p>3.5.6. Permissions granted to users via FTP are limited and generally consist of only READ and LIST. WRITE and DELETE permissions are assigned only as needed.</p> <p>3.6. As necessary, access to the database servers hosting the application may be necessary. This access is secured by the following:</p> <p>3.6.1. Access to the database servers is restricted to a limited number of trusted users.</p> <p>3.6.2. Users are authenticated by individual unique username and password combination.</p> <p>3.6.3. Passwords used to access the database servers must meet minimum strength requirements and are changed according to a determined schedule.</p> <p>3.6.4. Access to the database servers is limited to the databases and permissions to which the user requires access.</p> <p>3.7. Software patches and updates are received directly from the product's manufacturer or publisher and are applied after review once they are received.</p> <p>3.8. All servers run recent versions of one of the most popular virus scanning products. The virus definition files associated with this virus scanning software are updated as new versions are made available.</p> <p>4.0 Data Security & Privacy</p> <p>4.1. Data in Transit</p> <p>a. All data transferred over HTTP to and from the servers or equipment hosting the application will be communicated via an encrypted connection secured by an SSL certificate.</p> <p>b. The strength of the encryption for a SSL certificate used to secure HTTP traffic must be 128-bit or higher.</p> <p>4.2. Data at Rest</p> <p>a. Optional, Transparent Data Encryption (TDE)</p>

	<p>i. Data is encrypted at rest. This includes database, log, and backup files.</p> <p>ii. Real-time I/O encryption and decryption of all data and log files.</p> <p>iii. Database encryption key (DEK) secured .</p> <p>4.3. Daily incremental and weekly full backups of all critical system, data, and application files will be maintained.</p> <p>4.4. A copy of each full weekly backup will be stored off site for a determined period of time that will be no less than 4 weeks.</p> <p>4.5. Agile is committed to protecting the privacy of our clients. Data is not mined in any way for external use.</p> <p>4.6. Annually, all employees with access to data are required annually to provide a signed "End User Computing Agreement" which describes company policies relative to Personal, Private, and Sensitive Information (PPSI).</p> <p>5.0 Application Security</p> <p>5.1. Access to the application is restricted to authorized users via login by username and password.</p> <p>5.2. All application passwords are encrypted in the database.</p> <p>5.3. User passwords cannot be seen by the administrators.</p> <p>5.4. The application is web-based and as described in 4.1, all data transferred over HTTP is encrypted over SSL.</p> <p>5.5. Authorized users are defined by an application administrator from within the application.</p> <p>5.6. Permission structures are currently role-based and are applied to each individual by an application administrator as needed. The permissions allocated to grant a user application administrator capabilities are defined by one of these roles.</p> <p>5.7. New users to the system can be added by an application administrator or, if enabled, register through the site. The registration process takes less than 2 minutes. After registering, an application administrator must approve the registration and assign roles, if necessary, before the user can access the application.</p> <p>5.8. All login attempts to the application, including pass and fail, are logged. Additional audit logs are maintained for other system components.</p> <p>5.9. An application administrator has the ability to disable a user's login.</p>
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Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 74. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcwell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcwell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcwell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcwell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 - c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Edwin Smith, President, Agile Fleet, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_10_Fleet_Mgmt_Tech_RFP_020221 Tue January 26 2021 04:32 PM	<input checked="" type="checkbox"/>	2
Addendum_9_Fleet_Mgmt_Tech_RFP_020221 Mon January 25 2021 05:09 PM	<input checked="" type="checkbox"/>	2
Addendum_8_Fleet_Mgmt_Tech_RFP_020221 Wed January 20 2021 04:19 PM	<input checked="" type="checkbox"/>	1
Addendum_7_Fleet_Mgmt_Tech_RFP_020221 Tue January 19 2021 12:21 PM	<input checked="" type="checkbox"/>	1
Addendum_6_Fleet_Mgmt_Tech_RFP_020221 Mon January 18 2021 01:39 PM	<input checked="" type="checkbox"/>	1
Addendum_5_Fleet_Mgmt_Tech_RFP_020221 Thu January 14 2021 01:16 PM	<input checked="" type="checkbox"/>	2
Addendum_4_Fleet_Mgmt_Tech_RFP_020221 Thu January 14 2021 01:12 PM	<input checked="" type="checkbox"/>	3
Addendum_3_Fleet_Mgmt_Tech_RFP_020221 Thu January 14 2021 01:05 PM	<input checked="" type="checkbox"/>	1
Addendum_2_Fleet_Mgmt_Tech_RFP_020221 Fri January 8 2021 01:17 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Fleet_Mgmt_Tech_RFP_020221 Fri January 8 2021 01:17 PM	<input checked="" type="checkbox"/>	1

Agile Fleet, Inc.
14101 Willard Rd, Suite A
Chantilly, VA 20151
(571) 498-7555
www.agilefleet.com



Estimate

ADDRESS

Gila County
745 N. Rose Mofford
Globe, AZ 85501
scoons@gilacountyaz.gov

ESTIMATE # 20220801m15

DATE 08/30/2022

ITEM	DESCRIPTION	QTY	UNIT PRICE	EXTENDED PRICE
FCP	FleetComander SaaS License	1	50,217.05	50,217.05
HW Maintenance	Hardware Warranty	1	3,262.76	3,262.76
HW Maintenance	Hardware Warranty - 16 key key box purchased in 2021. \$7,864.80*.15=\$1,179.72	1	1,179.72	1,179.72
KIW	Kiosk warranty - (1) Kiosk purchased in Nov. 2021	1	465.00	465.00
KIW	Kiosk warranty - (2) Kiosks purchased in April 2022. Pro-rated warranty May 2023 - Oct 2023. \$1,629.08/6 months = \$814.54 for (2) kiosks	2	407.27	814.54
FCCSD	Sourcewell Discount. Service dates: November 1, 2022 - October 31, 2023	1	-2,657.10	-2,657.10 0.00
TOTAL				\$53,281.97

Accepted By

Accepted Date

Make Checks Payable to: Agile Fleet, Inc.

Tax ID: 77-0553957

ARF-7562

Consent Agenda Item 4. D.

Regular BOS Meeting

Meeting Date: 09/20/2022

Submitted For: Bradley Beauchamp, County Attorney

Submitted By: Athena Gooding, Legal Secretary, Lead

Department: County Attorney

Fiscal Year: 2023

Budgeted?: Yes

Contract Dates July 1, 2022 - June

Grant?: No

Begin & End: 30, 2023

Matching No

Fund?: Renewal

Requirement?:

Information

Request/Subject

Approval of FY 2023 Victims' Rights Program Award Agreement No. 2023-004 with the Office of the Attorney General.

Background Information

Monies are distributed and received by the Attorney General pursuant to A.R.S. §41-2401 and A.R.S. §8-418 and constitute a continuing appropriation. These monies are also subject to legislative appropriation. The allocated funding received from the Attorney General's Office provides for the salary and employee-related expenses of a full-time Victim-Advocate/Notification Clerk within the Gila County Attorney's Office. FY 2023 award in the amount of \$19,000 has no financial impact on Gila County and requires no matched funds from the County.

Evaluation

The award of \$19,000 is used to cover existing employee salaries and employee-related expenses commencing July 1, 2022, and terminating on June 30, 2023. The funding agreement is used to support the costs of implementing victims' rights laws mandated by the provisions of Arizona Revised Statutes Title 13, Crime Victims' Rights, and Title 8, Victims' Rights for Juvenile Offenses.

Conclusion

The intent of the program funds is two-fold: 1) To provide financial support to the Gila County Attorney's Office charged with performing the duties under A.R.S. Title 13 and A.R.S. Title 8, and 2) to encourage efficient and effective use of resources to meet statutory requirements aimed at ensuring victims' rights and access to justice. Mandated services provided to victims include, but are not limited to notification of all court hearings, court escorts, victim compensation, providing emotional support, assisting in transportation, scheduling interviews with prosecutors, and assisting with any other social service needs. These funds are essential to carrying out these duties.

Recommendation

The Gila County Attorney recommends that the Board accept and approve the FY 2023 Victims' Rights Program Award Agreement No. AG No. 2023-004 in the amount of \$19,000 for the salary/benefits of a full-time Victim Advocate in the County Attorney's Office.

Suggested Motion

Approval of FY 2023 Victims' Rights Program Award Agreement No. AG No. 2023-004 between the Gila County Attorney's Office and the Arizona Attorney General's Office in the amount of \$19,000 to cover the existing salary and employee-related expenses for a full-time advocate for the period July 1, 2022, to June 30, 2023.

Attachments

FY 2023 Victims' Rights Program



State of Arizona
Office of the Attorney General
FY 2023 Victims' Rights Program
AWARD AGREEMENT
A.G. #: 2023-004

RECIPIENT

Name:	Gila County Attorney's Office
Contact:	Debra Blair
Address:	1400 East Ash Street-Guerrero Building, Globe, AZ 85501
Award Amount:	\$19,000.00
Purpose:	To support the direct costs of implementing victims' rights laws pursuant to those provisions of Arizona Revised Statutes Title 13, Chapter 40 and Title 8, Chapter 3, Article 7 impacting County Attorney as an entity type.

Monies having been deposited and received by the Attorney General pursuant to Arizona Revised Statutes § 41-2401, § 8-418 and legislative appropriations, this AGREEMENT is made under the authority of the Attorney General pursuant to Arizona Revised Statutes § 41-191.08 -- Victims' Rights Fund.

This AGREEMENT is made this first day of July 2022, by and between the Arizona Attorney General, and the Gila County Attorney's Office, the "Contractor", to commence on July 1, 2022 and terminate June 30, 2023. The Attorney General, having been satisfied as to the qualifications of Contractor, agrees to pay Contractor the above shown \$19,000.00 subject to Contractor's agreement as follows:

I. The Contractor agrees:

- A. Award funds will not be used to supplant state, local and federal funds that would otherwise be available to provide services to victims of crime as mandated by A.R.S. Title 13, Chapter 40 and Title 8, Chapter 3, Article 7
- B. Award funds will be used only for allowable costs that can be proven necessary and essential to effect the direct provision or performance of those statutorily mandated victims' rights duties (services), as described in the *Victims' Rights Program Guidelines - Section IV Allowable and Non-Allowable Costs*, and as specified in Contractor's approved \$19,000.00 award budget as follows:

Personnel: \$19,000.00 ERE/Benefits: \$
Title: Legal Secretary/Victim Advocate Percent: 57.8%
Consulting: \$0.00 N/A
Operating: \$0.00 N/A
Equipment: \$0.00 N/A

- C. To complete and submit, on or before August 11, 2023, an annual report to the Attorney General as prescribed in A.R.S. § 41-191.08(F).
- D. To comply with FY 2023 Victims' Rights Program Guidelines, as well as the applicable provisions of A.R.S. Title 13, Chapter 40 and A.R.S. Title 8, Chapter 3, Article 7.
- E. To allow (a) representative(s) of the Attorney General to complete program and financial audits as the Attorney General believes necessary to ensure Contractor compliance with this agreement and with State law.
- F. To retain all records relating to the agreement, and performance under the agreement, for a period of five years after the completion of the project, and to allow inspection and audit of all such documents at reasonable times, pursuant to A.R.S. §§ 38-214 and 38-215.
- G. To comply with all applicable nondiscrimination requirements of A.R.S. § 41-1463, Arizona State Executive Order 2009-09, and all other applicable state and federal civil rights laws.
- H. 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). If either party uses any subcontractors in performance of this contract, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). A breach of this warranty shall be deemed a material breach of the contract subject to penalties up to and including termination of this contract. Each party retains the legal right to inspect the papers of the other party and its subcontractors who work on the contract to ensure that the other or subcontractors are complying with this warranty.
- I. To retain ownership interest in all equipment acquired with VRP funds (or in the proceeds resulting from the sale of such equipment) provided that: (1) the equipment purchase was not in violation of the VRP Award Agreement; and (2) the useful life of the equipment in question has not elapsed.

II. It is further agreed between the parties as follows:

- A. To use arbitration in the event of disputes to the extent required by A.R.S. § 12-1518.
- B. Except as provided in paragraph C below, if the Attorney General finds that the Contractor has not complied with the requirements of this agreement, the Contractor will receive a notice which identifies the area(s) of non-compliance and the appropriate corrective action to be taken. If the Contractor does not respond within thirty calendar days to this notice, or does not provide sufficient information concerning the steps which are being taken to correct the problem, the Attorney General may terminate the contract and require the return of all funds which are found to have been spent in violation of this agreement.
- C. The parties agree to meet and confer in good faith to resolve disputes before commencing formal proceedings of any nature.
- D. The Attorney General may reduce or discontinue funding to the Contractor in subsequent fiscal years, at the Attorney General's discretion, for the Contractor's failure to complete and submit, on or before August 11, 2023, the report that is required pursuant to A.R.S. § 41-191.08(F) or for other reasons such as available funding.
- E. Every payment obligation of the Attorney General 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 Attorney General at the end of the period for which funds are available. No liability shall accrue to the Attorney General in the event this provision is exercised, and the Attorney General shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
- F. Any and all award funds not expended by June 30, 2023, will be returned to the Attorney General.
- G. This agreement is subject to cancellation pursuant to A.R.S. § 38-511.

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

FOR THE ATTORNEY GENERAL:

FOR THE CONTRACTOR:

Jerry Connolly, Procurement Manager

Date:

Authorized Signature

Date:

Printed Name and Title

ATTEST:

APPROVED AS TO FORM:

Clerk of the Governing Board (if applicable)

Date:

Legal Counsel (if applicable)

Date:

ARF-7581

Consent Agenda Item 4. E.

Regular BOS Meeting

Meeting Date: 09/20/2022

Submitted For: Paula Horn, Deputy Director of Health

Submitted By: Paula Horn, Deputy Director of Health

Department: Health & Emergency Management Division: Health Services

Information

Request/Subject

Acknowledgment of the Annual Immunization Report for 2021-2022.

Background Information

This is the first time the health department has submitted a quality management report, immunization report, and immunization action plan to the Gila County Board of Supervisors for acknowledgment.

To ensure compliance with Arizona Administrative Code Article R9-10-1004 outpatient Treatment Centers rules and regulations a Quality Management Report must be submitted to the Board of Supervisors annually. The report must include the identification of each concern about the delivery of services related to patient care, any change made or action was taken as a result of the identification of concern about the delivery of services related to patient care, and the report and supporting documentation are maintained for at least 12 months after the date the report is submitted to the governing authority.

Evaluation

Acknowledgment of the Annual Immunization Report for 2021-2022.

Conclusion

Acknowledgment of the Annual Immunization Report for 2021-2022.

Recommendation

To Acknowledge the 2021-2022 Immunization reports submitted by Gila County Health Department per Arizona Administrative Code R9-10-1004.

Suggested Motion

Acknowledgment of the 2021-2022 Annual Immunization Reports submitted by Gila County Health Department per Arizona Administrative Code R9-10-1004 for licensing rules and regulations.

Attachments

Quality Management Report

Immunization report 2021-2022

Immunization Action Plan

Arizona Administrative Code R9-10-1004

Identification of concern	Delivery of service	
Issue of concern		Corrective action
Immunization numbers	Number of Gila County residents that received vaccinations	Monthly recall/remind postcards sent "MVP" Monthly Vaccine Promotion Develop marketing strategies Clinics provided county-wide
Accomplishments/Successes		

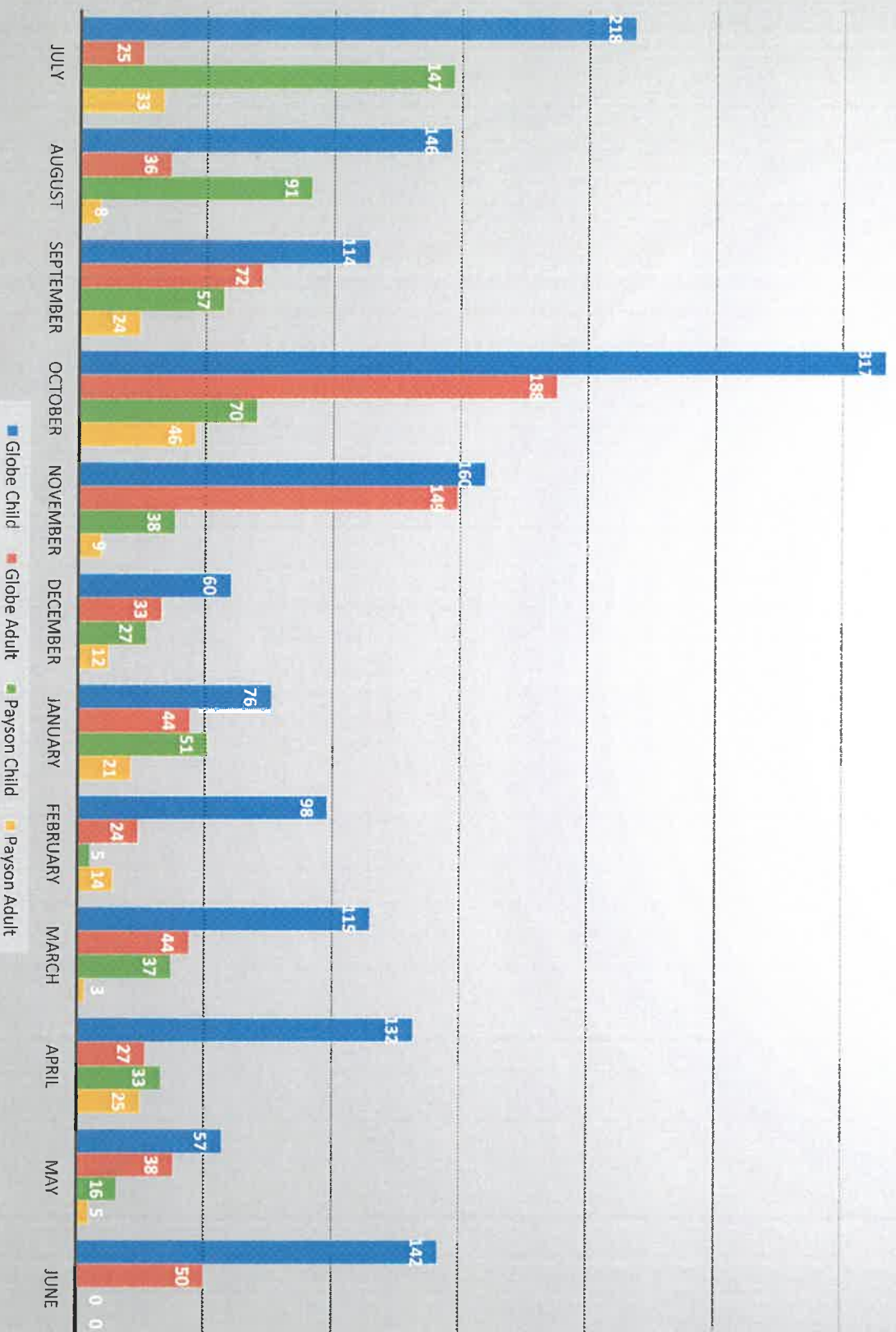
Nursing Internship Program will provide guidance for future public health nurses to help prevent disease and reduce health risks at the population level through evidence-based care and education.

145 Roll-N-Go Immunization clinics were provided throughout the county including: Pine-Strawberry, Payson, Young, Tonto Basin, Globe-Miami and Hayden.

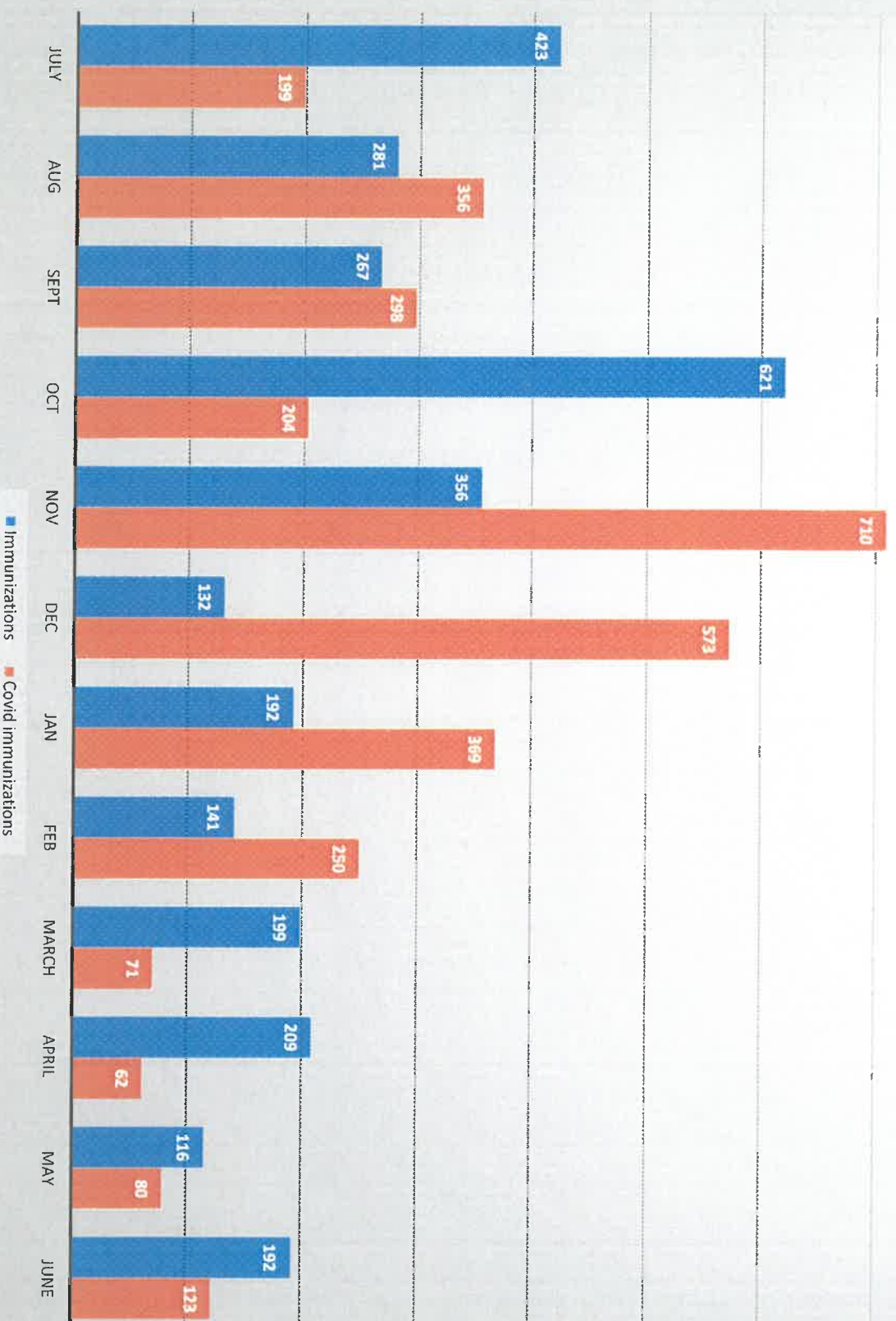
July 2021 through June 2022 Gila County provided a total of 6,417 total immunizations. The Globe Health Department provided 1,635 childhood immunizations and 720 adult immunizations. The Payson Health Department provided 572 childhood immunizations and 195 adult immunizations. Currently the Globe Health Department has 1 part time nurse and the Payson Health Department has 1 full time nurse.

The COVID team traveled throughout the county doing roll and go clinics. They put on 145 clinics. The Covid team provided 3,295 Covid immunizations. The Health Department utilized our current nursing staff to accommodate the clinics, and employed the help of a few contract nurses.

July 2021-June 2022 Immunizations



Gila County 2021-2022 Immunization Numbers



Annual Immunization Action Plan		July 1, 2022-June 30, 2023
County/FD:	Gila	
Completed by:	Staci Hatfield, Public Health Clinic Operations Manager	
Develop and implement an annual IAP to ensure that immunization coverage levels for your County's child, adolescent, and adult populations improve for both public and private health care recipients. At a minimum, the IAP must contain the following: Delivery method, reminder/recall process activities and identification of low vaccination coverage.		
Current delivery method (include clinic locations, # of clinics, dates and any changes to delivery services):		
Globe- Gila County Health and Emergency Management 5515 S Apache Ave., Suite 100 Globe, AZ 85501 Immunization Hours: Monday-Friday 8-11:30 AM and 1:00-4:00 PM. Gila County Division of Health and Emergency Management 110 W. Main Street Payson, AZ 85541. Immunization hours: Monday-Thursday 8 AM-12PM and 1PM -4:30 PM. Schedules may change based on availability of nursing staff. Payson-		
The Gila County Health Department conducts monthly Reminder/Recall activities. The Medical Assistant mails reminder postcards on the week prior to the date of the next vaccination that is due. Recalls are run during the first part of the month and postcards are sent to the individuals who have missed their vaccinations. An auto-dialer system is implemented approximately one month after the postcards are mailed. Gila County is implementing an adult reminder/recall system by entering all adults into the ACUE system that has no record of coverage.		
Identify low or lagging vaccination coverage:		
Gila County works in cooperation with local schools, senior centers, and other agencies to coordinate services and immunization clinics at their locations. We continue to provide immunization clinics in all interested schools in the county. We provide influenza clinics and covid clinics in most of our rural communities. We use the National Immunization Survey results, bi-annual reports, and data provided by the State regarding school immunization compliance, communication with school nurses, and reminder/recall lists provided through ASIS to help us target any areas of the county that may be lagging in vaccine coverage.		
Select at least one (1) SMART objective to achieve during this IAP time frame (Specific, Measurable, Achievable, Realistic, Timely)		
SMART Objective #1 Statement:	By June 30, 2023 Gila County will provide 8 inschool immunization clinics for back to school shots, flu, and/or COVID vaccines.	
List at least one (1) Action Step/Activity Description you will take to achieve Objective #1:		
Step 1	Meet with county school nurses and aides at the beginning of the school year to provide IDR and immunization education.	
Step 2	Staff will contact county schools to set up clinic dates.	
Step 3	Staff will print and distribute informational packets to distribute to the county schools.	

Step 4	Staff will provide vaccinations to children per request.
Step 5	Staff will provide back to school immunizations, flu and covid clinics in schools.
End of Year Summary	
Status	
SMART Objective #2 Statement:	By June 30, 2023 Gila County will provide at least 1 COVID and/or flu clinic per month. These clinics will be throughout the county and into the rural community locations.
List at least one (1) Action Step/Activity Description you will take to achieve Objective #2:	
Step 1	Work with area partners to set up clinics in senior centers, teen centers, churches and work places.
Step 2	Reach homebound clients through social media, newspapers, radio and flyers to continue providing housevisits for homebound clients.
Step 3	Provide monthly vaccine promotions to help educate the public on the importance of vaccinations through our social media platforms and flyers
Step 4	Attend community health fairs and events to provide education and vaccines when possible.
Step 5	
End of Year Summary	
Status	
SMART Objective #3 Statement:	
List at least one (1) Action Step/Activity Description you will take to achieve Objective #3:	

Step 1	
Step 2	
Step 3	
Step 4	
Step 5	
End of Year Summary	
Status	

CHAPTER 10. DEPARTMENT OF HEALTH SERVICES - HEALTH CARE INSTITUTIONS: LICENSING

2014, Ch. 233, § 5; effective January 1, 2015 (Supp. 14-4). Amended by final rulemaking at 25 A.A.R. 1583, effective October 1, 2019 (Supp. 19-3).

R9-10-1004. Quality Management

An administrator shall ensure that:

1. A plan is established, documented, and implemented for an ongoing quality management program that, at a minimum, includes:
 - a. A method to identify, document, and evaluate incidents;
 - b. A method to collect data to evaluate services provided to patients;
 - c. A method to evaluate the data collected to identify a concern about the delivery of services related to patient care;
 - d. A method to make changes or take action as a result of the identification of a concern about the delivery of services related to patient care; and
 - e. The frequency of submitting a documented report required in subsection (2) to the governing authority;
2. A documented report is submitted to the governing authority that includes:
 - a. An identification of each concern about the delivery of services related to patient care, and
 - b. Any change made or action taken as a result of the identification of a concern about the delivery of services related to patient care; and
3. The report required in subsection (2) and the supporting documentation for the report are maintained for at least 12 months after the date the report is submitted to the governing authority.

Historical Note

New Section made by final rulemaking at 14 A.A.R. 294, effective March 8, 2008 (Supp. 08-1). Section repealed; new Section made by exempt rulemaking at 19 A.A.R. 2015, effective October 1, 2013 (Supp. 13-2). Amended by exempt rulemaking at 20 A.A.R. 1409, pursuant to Laws 2013, Ch. 10, § 13; effective July 1, 2014 (Supp. 14-2).

R9-10-1005. Contracted Services

An administrator shall ensure that:

1. Contracted services are provided according to the requirements in this Article, and
2. Documentation of current contracted services is maintained that includes a description of the contracted services provided.

Historical Note

New Section made by final rulemaking at 14 A.A.R. 294, effective March 8, 2008 (Supp. 08-1). Section repealed; new Section made by exempt rulemaking at 19 A.A.R. 2015, effective October 1, 2013 (Supp. 13-2). Amended by exempt rulemaking at 20 A.A.R. 1409, pursuant to Laws 2013, Ch. 10, § 13; effective July 1, 2014 (Supp. 14-2).

R9-10-1006. Personnel

An administrator shall ensure that:

1. The qualifications, skills, and knowledge required for each type of personnel member:
 - a. Are based on:
 - i. The type of physical health services or behavioral health services expected to be provided by the personnel member according to the established job description, and

- ii. The acuity of the patients receiving physical health services or behavioral health services from the personnel member according to the established job description; and
- b. Include:
 - i. The specific skills and knowledge necessary for the personnel member to provide the expected physical health services and behavioral health services listed in the established job description,
 - ii. The type and duration of education that may allow the personnel member to have acquired the specific skills and knowledge for the personnel member to provide the expected physical health services or behavioral health services listed in the established job description, and
 - iii. The type and duration of experience that may allow the personnel member to have acquired the specific skills and knowledge for the personnel member to provide the expected physical health services or behavioral health services listed in the established job description;
2. A personnel member's skills and knowledge are verified and documented:
 - a. Before the personnel member provides physical health services or behavioral health services, and
 - b. According to policies and procedures;
3. Sufficient personnel members are present on an outpatient treatment center's premises with the qualifications, skills, and knowledge necessary to:
 - a. Provide the services in the outpatient treatment center's scope of services,
 - b. Meet the needs of a patient, and
 - c. Ensure the health and safety of a patient;
4. A personnel member only provides physical health services or behavioral health services the personnel member is qualified to provide;
5. A plan is developed, documented, and implemented to provide orientation specific to the duties of personnel members, employees, volunteers, and students;
6. A personnel member completes orientation before providing medical services, nursing services or health-related services to a patient;
7. An individual's orientation is documented, to include:
 - a. The individual's name,
 - b. The date of the orientation, and
 - c. The subject or topics covered in the orientation;
8. A plan is developed, documented, and implemented to provide in-service education specific to the duties of a personnel member;
9. A personnel member's in-service education is documented, to include:
 - a. The personnel member's name,
 - b. The date of the in-service education, and
 - c. The subject or topics covered in the in-service education;
10. A personnel member who is a behavioral health technician or behavioral health paraprofessional complies with the applicable requirements in R9-10-115;
11. A record for a personnel member, an employee, a volunteer, or a student is maintained that includes:
 - a. The individual's name, date of birth, and contact telephone number;
 - b. The individual's starting date of employment or volunteer service, and if applicable, the ending date;
 - c. Documentation of:

ARF-7584

Consent Agenda Item 4. F.

Regular BOS Meeting

Meeting Date: 09/20/2022

Reporting Period: August 2, 2022, August 15, 2022, and August 30, 2022

Submitted By: Melissa Henderson, Chief Deputy Clerk of the Board

Information

Subject

Board of Supervisors' August 2, 2022, August 15, 2022, and August 30, 2022, Meeting Minutes.

Suggested Motion

Approval of the Board of Supervisors' August 2, 2022, August 15, 2022, and August 30, 2022, meeting minutes.

Attachments

08-02-22 Meeting Minutes

08-15-22 Meeting Minutes

08-30-22 Meeting Minutes

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

Date: August 2, 2022

WOODY CLINE

Chairman

JAMES MENLOVE

Clerk of the Board

STEVE CHRISTENSEN

Vice-Chairman

By: Marian Sheppard

TIM R. HUMPHREY

Member

Gila County Courthouse
Globe, Arizona

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

STAFF PRESENT: W. James Menlove, County Manager; Jefferson Dalton, Deputy Gila County Attorney and Civil Bureau Chief; Jessica Scibelli, Senior Civil Deputy County Attorney; and Melissa Henderson, Chief Deputy Clerk of the Board

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

Chairman Cline called the Regular Meeting to order at 10:00 a.m. this date in the Board of Supervisors' hearing room. David LaForge led the Pledge of Allegiance and Tim McDonald of the Church for the Nations of Payson delivered the invocation.

Item 2 – PRESENTATIONS:

A. Update on the activities of the County Supervisors Association (CSA) by Craig Sullivan, CSA Executive Director, including a discussion of recent legislative activities.

Craig Sullivan, CSA Executive Director, introduced Jacob Emnett, CSA Legislative Liaison, who attended the Gila County Board of Supervisors' meeting for the first time. Mr. Sullivan thanked the Board of Supervisors for their involvement in CSA and he also thanked James Menlove, County Manager, and his staff for always providing information to CSA for its research projects. He briefly reviewed the purpose and core goals of CSA for those present who weren't familiar with the organization. He talked about the forums that have been held over the past year by CSA and he highlighted some of the forums' notable speakers and county roundtable topics.

Mr. Sullivan talked about the research and data development that has been compiled by the CSA team over the years. He referred to CSA's "County Encyclopedia" which provides data relating to Arizona county finances, demographics, districts, courts, and some statewide and municipal information as well. This interactive document allows the user to search, manipulate and interact with the information that CSA has collected and analyzed. Mr. Sullivan stated that County Managers routinely reference this information, and he encouraged the Supervisors to also view it.

He talked about the lengthy 2022 legislative session which resulted in 1,851 bills being introduced of which 392 passed, 208 were county relevant, 4 were vetoed, 1 was a line-item veto, and 388 that were signed resulting in a 21% enacted rate. This data was provided by Mr. Sullivan as of July 7, 2022. He provided some highlights of the State's FY 2023 budget. Of significance is that the State put aside \$50M for SMART grants for rural counties to help with grant writing. Mr. Sullivan proceeded to talk about specific State budget items that affect Arizona counties. He talked about the bills that were introduced at the state legislature by CSA. Four of six adopted CSA legislative priorities passed relating to medical examiners, county improvement districts, and the juvenile dependency program. A bill for the local authority for transient lodging assessments and another bill for procurement contract modifications did not go forward; however, Mr. Sullivan expects them to come back this coming year. He also touched on CSA reactive advocacy areas that the CSA team will be working on for the next legislative session. Mr. Sullivan reviewed the effects of some select bills to include elections, COVID-19 and emergency response, general government, criminal justice, water, planning and zoning, tax policy, and pensions.

Each Supervisor made some comments on the information that was presented and thanked Mr. Sullivan.

Item 3 – PUBLIC HEARINGS:

A. Information/Discussion/Action to adopt Resolution No. 22-08-01, which approves Gila County Planning and Zoning Department Case No. CUPP2202-001, an application submitted by Terrea Lea Brownlee & Levi Brownlee (Owners), and Little Stinker Septic, LLC (Applicant) for a Conditional Use Permit on Assessor's Tax Parcel Number 304-36-001L located at 3056 South Forest Service Road 184, Rye, Arizona, to allow up to 100 clean portable toilets and two clean pumper trucks to be stored outside upon a portion of this parcel of land, subject to the adherence of the conditions of approval as outlined in the Resolution.

Randy Pluimer, Community Development Department Director, presented the following information which is contained in the staff report for this item, as follows: *The applicant, Little Stinker Septic, LLC, is proposing to utilize a portion*

of the subject property owned by Terrea Lea Brownlee and Levi Brownlee for the proposed storage of up to 100 clean portable toilets and two clean pumper trucks. The subject property per the Gila County Assessor is 29.77 acres in size with the request to utilize ½ acre for storage. The storage area is for overflow from the business site located in Payson, Arizona. Little Stinker Septic, LLC stated the storage area will be unmanned with the owners or employees coming to the subject property to drop off or pick up portable toilets as needed. The normal hours of operation will be from dawn to dusk; however, the business does provide emergency portable toilets during fire season which may increase operations to and from the subject property.

On June 16, 2022, the Planning and Zoning (P&Z) Commission voted 4-3 to recommend approval of the application, subject to the adherence of the conditions of approval:

- 1. Gila County Conditional Use Permit CUPP2202-001 shall be granted for a period of two (2) years on a non-transferable basis. It is effective on the date approved by the Gila County Board of Supervisors and automatically terminates at 12:00 p.m. on the same date two years afterwards.*
- 2. The storage area shall be in conformance with the Gila County Conditional Use Permit application in this case dated on January 7, 2022, and revised narrative dated May 15, 2022. This includes, but is not limited to, the storage area being limited to one-half acre and located as described in the application.*
- 3. All lighting shall comply with the Gila County Outdoor Light Control Ordinance.*
- 4. Ingress and Egress to the subject property shall be off Forest Service Road 184 via Gisela Road. Ingress and Egress from State Route 188 shall be utilized in the event of an emergency only within the confinements of the road and bridge specifications.*
- 5. The owner must abide by all other state, federal, and local regulations that may be applicable. The owner must obtain any state, federal, and local permits that are required.*
- 6. All equipment stored shall be clean and empty of any sewage.*
- 7. Storage area must be fenced with a 6-foot opaque fence.*
- 8. A Development Plan Application shall be submitted, reviewed, and approved for all commercial uses on APN (Assessor's Parcel Number): 304-36-001L.*

In addition, a public participation meeting (citizen review process) was held on May 14, 2022, with 12 individuals in attendance.

The concerns were about the current conditions of the road, i.e., road dust, traffic and speeding vehicles and passing in some areas, how many portable restrooms will be on site, and how the portable restrooms will be stored (clean and empty) and picked up (type of vehicle), fire-wise protection of and around the storage

area, spilling raw sewage and locating the entire business to the subject property.

Chairman Cline asked Supervisors Christensen and Humphrey if they had any questions or comments before he opened the public hearing. Supervisor Humphrey inquired as to the present location of the portable toilets and pumper trucks. Mr. Pluimer replied that to his knowledge, they are stored at the company's location in Payson as they had to be off the property in Pine, but he does not know the number of portable toilets being stored. Vice-Chairman Christensen inquired about the one citizen who submitted a letter in favor of the Board approving this request. Mr. Pluimer clarified that a letter was not submitted by anyone, but rather it was someone who spoke at the P&Z Commission hearing, and he did not know that person's name. Vice-Chairman Christensen advised that he met with 9 people, and he has received notification from a total of 12 people who are not in favor of this request. For cases such as this one, Chairman Cline inquired if the members of the P&Z Commission are knowledgeable about the subject area, applicants, etc. Mr. Pluimer replied that information pertaining to the case is electronically transmitted to each Commission member approximately 2 weeks before the Commission's hearing so that they can ask staff questions, if needed. He added that some members may drive to the subject area to become familiar.

Chairman Cline opened the public hearing. Mr. Troy Neal, who has resided for 39 years at the 76 Ranch, spoke against the Board approving this request. His concern is the poor condition of the road and increased traffic. He also mentioned that there is a bus stop for children in the area and with increased road traffic, it causes him concern there would be an accident. Ms. Terrea Brownlee, one of the trustees of the trust that owns the subject property, spoke in favor of approving this request. She advised that there is a need to have property for the overflow of portable toilets and trucks. She stated, "We had to be off the property in Pine because the owner of Little Stinkers did not sell the property, only the business. We finally found a location on Highway 260 for the business; however, it is not large enough for all the portable toilets..." She added that the portable toilets to be stored at the Rye location are overflow for use by the Forest Service when there are fires, so they won't go in and out of the property daily. She anticipates moving them no more than 6 times per year. She agreed that the road is not in good shape; however, she anticipates there is only a temporary need to use the subject property. Teresa Arnstein, one of the owners of Little Stinker Septic, LLC, also spoke in favor of the Board approving this request. She said that a pickup truck would haul a trailer that contains 10 or 18 portable toilets, so she doesn't anticipate that much driving back and forth on the road. She also stated that she spoke with property owners living along the road and they have no problem with this request because the property would be fenced. She advised that all portable toilets and pump trucks to be stored would not be filled with waste; they would be clean.

There weren't any other comments, so Chairman Cline closed the public hearing.

Vice-Chairman Christensen thanked those people that made comments. James Menlove, County Manager, reiterated Mr. Pluimer's comment that the vote of the Board members must be unanimous.

Supervisor Humphrey made a motion to **not** adopt Resolution No. 22-08-01, which was seconded by Vice-Chairman Christensen. By a unanimous vote of the Board, Resolution No. 22-08-01 was not adopted; therefore, Gila County Planning and Zoning Department Case No. CUPP2202-001 was not approved.

B. Information/Discussion/Action to adopt Ordinance No. 2022-06 - Gila County Street Naming and Property Numbering.

Tom Homan, GIS System Supervisor, explained that it has been an arduous task to update Ordinance No. 11-03 from the 2011 version, especially addressing of vacant land and street naming workflow improvements. He advised that some changes included changing Division to Department and Department to Division because the Board of Supervisors previously changed the County's organizational structure. He talked about significant changes to Section 713 of the Ordinance. Under this revised section, an address may be assigned to vacant, undeveloped property.

Below is an excerpt of the staff report for this item which aptly explains some specific reasons for addressing vacant land, as follows: Addressing vacant land has been a significant request area that has been restricted by the previous revision of the ordinance. By enabling a vacant land address option, a path forward is created. Similarly, the naming of streets has been contentious when the constituent petition does not rise above a seventy-five percent (75%) threshold creating an iterative process that has no end. This change creates a single petition response before advancing to the Board of Supervisors for decision if the 75% agreement threshold is not met. As an illustration of this problem, there is a street naming in El Capitan that has been ongoing since late 2021. It has had 5 separate mailing cycles, and a consensus still cannot be reached due either to non-response or conflicting suggestions.

Mr. Homan proceeded to review the other changes. He also addressed changes to the fee schedule. The fee to name an unnamed street has gone from "no charge" to \$50, and the fee to address vacant land is \$200.

Mr. Homan added that the Town of Payson and the City of Globe are their own addressing authorities, so this ordinance does not impact those entities.

Chairman Cline opened the public hearing. There weren't any comments, so he closed the public hearing and asked for a Board motion.

Upon motion by Vice-Chairman Christensen, seconded by Supervisor Humphrey, the Board unanimously adopted Ordinance No. 2022-06. **(A copy of the ordinance is attached to these minutes and is permanently on file in the Board of Supervisors' Office.)**

Item 4 - REGULAR AGENDA ITEMS:

A. Information/Discussion/Action to approve the purchase of eight (8) Expeditions (3 from the FY2022 budget which was already approved, and 5 from the FY2023 budget) with upfitting at the quoted price from the dealer when the ordering window opens on August 15, 2022. The expected price for the 2023 model is estimated to be \$80,000 each which includes the upfitting per the Sheriff's Office Specifications. The vehicles will be purchased from San Tan Partners, LLC. State Contract No. CTR059323.

David LaForge, Vehicle & Equipment Maintenance Supervisor, presented this item. The following is an excerpt from the staff report: *Last fiscal year, 3 Sheriff's Office patrol vehicles were publicly bid and awarded to McSpadden Ford. When the dealer went to place the order with the factory, they were told the ordering window had closed and they were not able to place the order. The ordering cycle for the Ford Expeditions opens on August 15, 2022, and will close when a limited number of vehicles have been ordered. The dealer is not able to provide the quote until the ordering window opens on August 15th, therefore, to be able to secure the 8 patrol vehicles (3 from the FY2022 budget, which was already approved, and 5 from the FY2023 budget) for the Sheriff's Office, it may be necessary to authorize additional funds to cover the cost of the total quote for the vehicles. The price for the Expeditions from last year was \$73,000 each. The expected price for the 2023 model is estimated to be \$80,000 each which includes the upfitting per the Sheriff's Office specifications. This request is to purchase a total of 8 Ford Expeditions with upfitting at the quoted price from the dealer when the ordering window opens on August 15, 2022.*

He further advised that these 8 vehicles will replace 8 vehicles in the County's fleet of vehicles which are near or have 200,000 miles and are over 10 years old.

Upon motion by Supervisor Humphrey, seconded by Vice-Chairman Christensen, the Board unanimously approved the purchase of eight (8) Ford Expeditions (3 from the FY2022 budget, which was already approved, and 5 from the FY2023 budget) with upfitting at the quoted price from the dealer when the ordering window opens on August 15, 2022.

B. Information/Discussion/Action to approve Funding Agreement No. 100-23 between Gila County for G.I.L.A. House Inc. Transitional Shelter Facility and the Arizona Department of Housing to receive CDBG-CV Grant funds in the amount of \$650,000 for the period of July 1, 2022, through July 31, 2023, for the proposed Transitional Housing Project in Gila County.

Malissa Buzan, Community Services Department Director, advised that Gila County will be the pass-through agency for this Funding Agreement.

Upon motion by Vice-Chairman Christensen, seconded by Supervisor Humphrey, the Board unanimously approved Funding Agreement No. 100-23.

C. Information/Discussion/Action to award Request for Proposals No. 031422 to Community Bridges, Inc. for Pre-Petition Screening & Court Ordered Evaluation Services for the contracted rate amounts of \$900 per day for bed space, and \$300 for two psychological evaluations for inpatient court-ordered evaluations, per occurrence for a one-year contract term with three additional one-year contract renewal options.

Mary Springer, Finance Department Director, advised that per state statute, it is the County's responsibility to pay for the cost of pre-petition screening and court-ordered evaluation. The Gila County Attorney's Office is responsible for administering the court-ordered evaluation portion of Title 36, Chapter 5, Article 4 (A.R.S. § 36-520 et. seq.). She stated that Community Bridges, Inc. was the only bidder and she recommended awarding a contract to that company.

Upon motion by Supervisor Humphrey, seconded by Vice-Chairman Christensen, the Board unanimously awarded a contract (Contract No. 031422) to Community Bridges, Inc. to provide the work as outlined in Request for Proposals No. 031422.

D. Information/Discussion/Action to authorize Notice of Invitation for Sealed Proposals No. 07182022 for Permit Management Software Solution for the Community Development Department.

Ms. Springer advised that for the Community Development Department to streamline processes, utilize digitized records, and improve overall efficiency and customer service, moving to a software permit management solution is in the best interest of the County. The current Trackit system is not flexible and does not offer a complete workflow solution that a software solution can provide.

Upon motion by Vice-Chairman Christensen, seconded by Supervisor Humphrey, the Board unanimously authorized the advertisement of Notice of Invitation for Sealed Proposals No. 07182022.

E. Information/Discussion/Action to award Service Agreement No. 07132022 to Sunland Asphalt and Construction, Inc. in the amount of \$262,974.54 for the removal and installation of new asphalt around the main grandstand area at the Gila County Fairgrounds.

Ms. Springer stated that Steve Sanders, Public Works Department Director, took representatives from Sunland Asphalt and Construction, Inc. to the Fairgrounds to view the property and proposed scope of work. Sunland is available to perform the work in the timeframe necessary prior to the Gila County Fair in September 2022 to ensure safe walking areas in the main grandstand area.

Sunland Asphalt and Construction, Inc.'s contract was competitively bid by the City of Buckeye and allows for other public entities to utilize the contract for project work.

Vice-Chairman Christensen stated that there have been conversations at previous Board of Supervisors' meetings regarding future events and improvements to the Fairgrounds. He inquired if the proposed work being done under this contract might affect those future improvements. Ms. Springer replied that all work being currently done at the Fairgrounds is for planned events. She added that as conversations continue, there may be opportunities for additional work as approved by the Board. Mr. Menlove explained that some ARPA (American Rescue Plan Act) will be allocated for this project. He added that Ms. Springer will be presenting the ARPA Allocation Plan to the Board in approximately one month. Chairman Cline asked where this company is located. Ms. Springer replied that the company is in Phoenix and works throughout the state. Chairman Cline inquired if any local contractors submitted bids. Ms. Springer stated that a Call for Bids was not advertised for this project because there wouldn't be enough time to get the work completed prior to the start of the Gila County Fair.

Upon motion by Supervisor Humphrey, seconded by Vice-Chairman Christensen, the Board unanimously awarded Service Agreement No. 07132022 to Sunland Asphalt and Construction, Inc. as presented.

F. Information/Discussion/Action to approve Amendment No. 1 to State Contract No. CTR050894 with Jani-Serv to extend the term of the contract for an additional year to June 30, 2023; increases the contract amount by \$2,286.40 for a not to exceed contract amount of \$206,503.15; and adds the clause: Certification of No Forced Labor to the contract.

Ms. Springer presented this item. On August 3, 2021, the Board of Supervisors approved State Contract No. CTR050894 with Jani-Serv, Inc., whereby Jani-Serv provided janitorial services for northern and southern Gila County. The contract provides a renewal option for up to three additional one-year periods. The original contract was executed for a not to exceed without written authorization amount of \$204,216.73.

Supervisor Humphrey inquired as to the last time this contract was advertised for bids. Ms. Springer could not recall the date; however, she stated that next year she could advertise a request for proposals should the Board so choose. Supervisor Humphrey acknowledged that, at times, there is only one bidder, but he would like to give other companies an opportunity to bid. Chairman Cline agreed with Supervisor Humphrey's recommendation to go out for bid next year.

Upon motion by Vice-Chairman Christensen, seconded by Supervisor Humphrey, the Board unanimously approved Amendment No. 1 to State Contract No. CTR050894 with Jani-Serv, Inc. as presented.

G. Information/Discussion/Action to authorize advertisement for Request for Proposals No. 07122022 On-call Road Maintenance and Heavy Equipment Services.

An excerpt of the staff report for this item aptly explains the reason for this request as presented by Ms. Springer, as follows: *Gila County has experienced catastrophic wildfire destruction and post-fire flood damage to roadways, drainage areas, water courses, and property within the county. In the past, each year, Gila County has had to locate and hire contractors to assist with clean-up efforts caused by wildfire and post-wildfire flooding. In anticipation of continued support needed with issues caused by the Woodbury, Bush, Telegraph, and Mescal fires and post-fire flooding, the County is issuing a Requests for Proposals (RFP) seeking proposals from qualified, licensed firms (Contractors) interested in providing on-call road maintenance and heavy equipment services. Many roadways and low water crossings were destroyed due to post-wildfire flooding, and it is critical to have on-call services to be able to open access for residents to travel safely. The solicitation intends to review proposals submitted by qualified contractors and award contracts to four contractors based on qualifications, experience, geographic areas served, and pricing. Soliciting for the on-call service prior to an emergency is in the best interest of Gila County to be prepared when emergency situations arise.*

Ms. Springer advised that hopefully no more than 5 contracts will be awarded by the Board of Supervisors. Supervisor Humphrey posed the question if 10 contractors bid on this contract. Ms. Springer reiterated that the County is looking to only award up to 5 contracts, so it would be a competitive process

based on the hourly rate and the geographical area that the company could service. Chairman Cline inquired if the contractors would be able to provide services for the entire County. Ms. Springer replied that is the reason for awarding up to 5 contracts in hopes that the entire County would be covered.

Supervisor Humphrey made a motion to authorize the advertisement of Request for Proposals No. 07122022, which was seconded by Vice-Chairman Christensen. The motion passed with a 2 to 1 vote with Supervisor Humphrey voting against the motion.

H. Information/Discussion/Action to approve the amended Statement of Understanding from Atlas Technical Consultant and accept the clarification to the contract for the Copper Corridor Blight Busters Brownfields Coalition Assessment Grant Consultant for a not-to-exceed amount of \$480,000 for a period of three years.

Ms. Springer advised that this is an amendment to the contract to reduce the amount of the contract from a not to exceed amount of \$600,000 to \$480,000.

Atlas previously stated verbally that it would work with the County to align the reduced budget with an effective and beneficial outcome. The technical tasks defined within the original scope will remain the same. The difference will be the number of properties and to what extent each will be assessed. Atlas stated it would communicate frequently with the County to determine current priorities and how best to deploy its technical efforts. The \$480,000 is a time and material not-to-exceed budget. Atlas agreed and wrote up a Statement of Understanding to be approved by the Board of Supervisors. Atlas Technical Consultants will fulfill the technical tasks as laid out in the Scope of Work in the Copper Corridor Blight Busters Brownfields Coalition Assessment contract. As written in the Statement of Understanding dated June 21, 2022, the County and Atlas will work together to align the budget with the number of petroleum and hazardous substance assessments. This contract is for a period of three years, and it is not to exceed the amount of \$480,000, exclusive of pre-approved expenses without the prior written approval of the Board of Supervisors.

Upon motion by Vice-Chairman Christensen, seconded by Supervisor Humphrey, the Board unanimously approved the amended Statement of Understanding from Atlas Technical Consultant and accept the clarification to the contract for the Copper Corridor Blight Busters Brownfields Coalition Assessment Grant Consultant as presented.

I. Information/Discussion/Action to authorize the Treasurer's Office to abate the taxes, interest, and fees on 17 properties, and authorize the Chairman's signature on each of the related Certificates of Removal and Abatement of Tax and Certificates of Clearance.

Monica Wohlforth, Gila County Treasurer, read aloud Arizona Revised Statute §42-19118: Clearing uncollectible tax. She stated that her request is to have these 17 properties deactivated from the tax rolls. She added that the required affidavits for each of the properties are attached to the agenda item.

Upon motion by Supervisor Humphrey, Seconded by Vice-Chairman Christensen, the Board unanimously authorized the Treasurer's Office to abate the taxes, interest, and fees on 17 properties and authorized the Chairman's signature on each of the related Certificates of Removal and Abatement of Tax and Certificates of Clearance.

J. Information/Discussion/Action to authorize the advertisement of Request for Proposals No. 062222 - Security Service for Globe Courthouse, Payson Courthouse, and Tommie Cline Martin Complex.

Khristina Knox, Executive Administrative Assistant, advised that Gila County currently has a security contract with CBI Security which expires on July 9, 2022. Gila County has had the contract since 2018 and it is up for renewal and subject to the County's bid process. The Globe and Payson Courthouses, as well as the Tommie Martin Cline Complex in Payson, require security at the entrances. This bid will ask for proposals to support two armed guards at primary locations and an option to support a third location on a case-by-case requirement.

Supervisor Humphrey asked if providing security at the Globe Courthouse and the Payson Courthouse was a state requirement to which Ms. Knox affirmed that was correct. Vice-Chairman Christensen commented that he does not see a need to have security daily at the County's Tommie Cline Martin Complex. Ms. Knox replied that, to her understanding, the Tommie Cline Martin Complex would only be used by the Courts if there was an overflow from jury trials, so it was decided to have security also at that Complex. Vice-Chairman Christensen reiterated that he is agreeable to having security at the Complex when needed, but not all the time. Chairman Cline inquired if other elected officials who utilize the Complex have concerns for security. Ms. Knox replied that she has not spoken with anyone except for some people who work for the Courts. Jonathan Bearup, Superior Court Administrator, stated that when he spoke with Joseph Dickison, Facilities and Land Management Department Director, it was about providing security at the Complex only for jury trial sessions. Mr. Menlove agreed with Vice-Chairman Christensen that security for the Complex should be on an as-needed basis, so he recommended that language be included in Request for Proposals No. 062222. Chairman Cline and Supervisor Humphrey agreed with Mr. Menlove's suggestion.

Vice-Chairman Christensen made a motion to authorize the advertisement of Request for Proposals (RFP) No. 062222 with the language being amended in

the RFP regarding security at the Tommie Cline Martin Complex as discussed, which was seconded by Supervisor Humphrey. The motion passed with a unanimous vote of the Board.

K. Information/Discussion/Action to award Invitation for Bids No. 052422 to Perkins Cinders, Inc. in the amount of \$9.95 per ton.

Ms. Springer advised that 2 bids were submitted in response to Invitation for Bids No. 052422. Both bidders, Perkins Cinders, Inc. and Dixon Rock and Materials, submitted a quote of \$9.95 per ton. Representatives from Perkins Cinders, Inc. and Dixon Rock and Materials appeared in person at Gila County for a coin toss to determine the company that would be awarded the contract. Perkins Cinders, Inc. won the coin toss, so the staff is recommending awarding a contract to that company.

Mr. Menlove asked the location of both companies. Ms. Springer replied that Perkins Cinders, Inc. is in Navajo County and Dixon Rock and Materials is in Gila County. Mr. Menlove advised that there is a difference in the price that the County will pay for the product because the County pays sales tax on it. He suggested that the Board table this matter until he could investigate the matter. Chairman Cline agreed with Mr. Menlove's suggestion.

Supervisor Humphrey made a motion to table this agenda item to a future Board meeting. Vice-Chairman Christensen asked Jessica Scibelli, Senior Civil Deputy County Attorney, her opinion considering both company representatives agreed to the coin toss. Ms. Scibelli replied that if the Board chose to table this item, that would allow her time to look further into the matter. Vice-Chairman Christensen seconded the motion. There was further discussion between Chairman Cline and Mr. Menlove. Chairman Cline asked for the motion again. Supervisor Humphrey restated his motion to table this item to a future Board meeting, which was seconded by Vice-Chairman Christensen. The motion passed with a unanimous vote of the Board.

L. Information/Discussion/Action to acknowledge the resignation of Dorothy Little, Payson Justice of the Peace, effective September 30, 2022; consider accepting nominations from Board members or other County officials or accept letters of interest or applications for the position; and appoint a candidate to fill the unexpired term of Dorothy Little through December 31, 2022.

Mr. Bearup advised that Judge Dorothy Little submitted her letter of resignation to the Board of Supervisors to be effective September 30, 2022. Mr. Bearup stated, "Judge Little, in her resignation letter, recommended the appointment of Donald Garvin. He is qualified, familiar with the courts, and the recommendation is supported by the Superior Court..." Mr. Bearup further advised that Mr. Garvin is running unopposed for this elected office.

Upon motion by Vice-Chairman Christensen, seconded by Supervisor Humphrey, the Board unanimously appointed Donald Garvin as Payson Justice of the Peace effective September 30, 2022, through December 31, 2022.

M. Information/Discussion/Action to consider a sealed bid for the purchase of Assessor's tax parcel number 202-04-003L and, if accepted, authorize the Chairman's signature on the Quit Claim Deed.

Melissa Henderson, Chief Deputy Clerk of the Board, presented this item. She advised that on October 4, 2021, the Gila County Treasurer Deeded Assessor's tax parcel number 202-04-003L to the State of Arizona c/o Board of Supervisors because the previous owner did not pay taxes on the subject property for 7 consecutive years. This parcel was determined to be a parcel that had been left off a land purchase belonging to Koby and Cassandra Fewell and was not transferred during the purchase of the property. It was placed in a moratorium during the Board of Supervisors' online auction that was held by Public Surplus on March 28, 2022, to April 11, 2022. Mr. and Mrs. Fewell own adjoining parcel number parcel number 202-04-003Q and the subject property contains the Fewell's septic tank. The total lien amount on this parcel is \$596.63.

Chairman Cline asked Ms. Henderson to open and read aloud the sealed bid. Ms. Henderson advised that Koby and Cassandra Fewell submitted a bid in the amount of \$50 for the purchase of the subject property.

Upon motion by Supervisor Humphrey, seconded by Vice-Chairman Christensen, the Board unanimously accepted a bid from Koby and Cassandra Fewell in the amount of \$50 for the purchase of Assessor's tax parcel number 202-04-003L.

N. Information/Discussion/Action to consider a sealed bid for the purchase of Assessor's tax parcel number 101-02-012X and, if accepted, authorize the Chairman's signature on the Quit Claim Deed.

Ms. Henderson presented this item. She advised that on October 4, 2021, the Gila County Treasurer Deeded Assessor's tax parcel number 101-02-012X to the State of Arizona c/o Board of Supervisors because the previous owner did not pay taxes on the subject property for 7 consecutive years. This parcel was determined to split from the owner's property due to a road easement that never occurred by a lot line adjustment. The owner of the property is requesting that it be reincorporated back into the original parcel. It was placed in a moratorium during the Board of Supervisors' online auction that was held by Public Surplus on March 28, 2022, to April 11, 2022. This property is located next to Assessor's tax parcel numbers 101-02-012W and 101-02-012Y which are owned by John Chris Lorenzen. The total lien amount on this

parcel is \$504.75.

Chairman Cline asked Ms. Henderson to open and read aloud the sealed bid. Ms. Henderson advised that John Chris Lorenzen submitted a bid in the amount of \$10 for the purchase of the subject property.

Upon motion by Vice-Chairman Christensen, seconded by Supervisor Humphrey, the Board unanimously accepted a bid from John Chris Lorenzen in the amount of \$10 for the purchase of Assessor's tax parcel number 101-02-012X.

Chairman Cline addressed item 5. He advised that there was one item that was requested to be tabled (at the request of the County Attorney's Office). Chairman Cline moved item 5B to the Regular Agenda and asked for a motion.

B. Approval for the Board Chairman to electronically sign Arizona Criminal Justice Commission (ACJC) Victims' Rights Program Award Agreement, FY2023 No. VC-2023-004 in the amount of \$55,633 to cover the existing salary and employee-related expenses for a full-time advocate for the period July 1, 2022, through June 30, 2023.

Upon motion by Supervisor Humphrey, seconded by Vice-Chairman Christensen, the Board unanimously voted to table item 5B to a future agenda.

Chairman Cline asked for a motion on Consent Agenda items 5A through 5K except for 5B.

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 Public Health Applied Practice Experience Agreement between Midwestern University and the Gila County Health and Emergency Management Department to Support the Workforce Development Initiative.

~~**B. Approval for the Board Chairman to electronically sign Arizona Criminal Justice Commission (ACJC) Victims' Rights Program Award Agreement, FY2023 No. VC-2023-004 in the amount of \$55,633 to cover the existing salary and employee-related expenses for a full-time advocate for the period July 1, 2022, through June 30, 2023.**~~ **This item was moved to the Regular Agenda for a separate Board action (see above).**

C. Approval of a Special Event Liquor License Application submitted by Rim Country Friends of Tonto Natural Bridge State Park to serve liquor at

the Lodge at Tonto Natural Bridge State Park located 10 miles North of Payson, Az for a special event to be held on September 17, 2022.

D. Approval of a Special Event Liquor License Application submitted by the Isabelle Hunt Memorial Public Library to serve liquor at 6124 W. Randall Place in Pine for a special event to be held on October 15, 2022.

E. Approval of the Board of Supervisors' June 21, 2022, and June 28, 2022, meeting minutes.

F. Acknowledgment of the June 2022 monthly activity report and the Fiscal year report for 2022 submitted by the Globe Regional Constable's Office.

G. Acknowledgment of the June 2022 monthly activity report and the Fiscal year report for 2022 submitted by the Payson Regional Constable's Office.

H. Acknowledgment of the June 2022 monthly activity report submitted by the Clerk of the Superior Court's Office.

I. Acknowledgment of the June 2022 monthly activity report submitted by the Globe Regional Justice of the Peace's Office.

J. Acknowledgment of the June 2022 monthly activity report submitted by the Payson Regional Justice of the Peace's Office.

K. Acknowledgment of the June 2022 monthly activity report submitted by the Recorder's Office.

Upon motion by Vice-Chairman Christensen, seconded by Supervisor Humphrey, the Board unanimously approved Consent Agenda items 5A through 5K except for item 5B.

Item 6 - 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.

There were no 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 provided a summary of current events.

There being no further business to come before the Board of Supervisors, Chairman Cline adjourned the meeting at 12:01 p.m.

APPROVED:

Woody Cline, Chairman

ATTEST:

James Menlove, Clerk of the Board

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

Date: August 15, 2022

WOODY CLINE

Chairman

JAMES MENLOVE

Clerk of the Board

STEVE CHRISTENSEN

Vice-Chairman

By: Marian Sheppard

TIM R. HUMPHREY

Member

Gila County Courthouse
Globe, Arizona

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

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

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

Chairman Cline called the Regular Meeting to order at 10:01 a.m. this date in the Board of Supervisors' hearing room. Steve Christensen led the Pledge of Allegiance and James Menlove delivered the invocation. Chairman Cline asked for a moment of silence in memory of David Shaw, an employee of Gila County who recently passed away.

Item 2 – PRESENTATIONS:

A. Presentation by the Office of the Arizona Auditor General of the FY2021 Financial and Single Audit results and findings.

Stephanie Gerber, Director of the Financial Audit Division, and Don Bohart, Audit Manager of the Financial Audit Division, presented information to the Board regarding the County's FY 2021 Financial and Single Audit results and findings. Ms. Gerber advised that Mr. Bohart is the Audit Manager for Gila County's audits. She provided some history and purpose of the Arizona Auditor General's Office and added that Office reports directly to the Joint Legislative Audit Committee (JLAC). Gila County's FY 2021 financial statement and federal compliance audits were completed, and reports were issued in May 2022, and July 2002, respectively. She proceeded to briefly explain the requirements that are followed when audits are conducted by the Auditor General's Office.

Mr. Bohart reviewed a summary of the County's FY 2021 audit findings and the related correction measures that should be taken, as follows:

2021-01 – Economic Development Awards

The County awarded \$145,612 in economic development monies to various organizations without requiring documentation showing the money was used to benefit the public.

The County should strengthen its policies/procedures to:

- Include detailed recipient guidelines and requirements
- Ensure committee evaluation and Board approval prior to award
- Require recipients to report and certify how monies were spent
- Require recipients to return misspent or unspent monies

2021-02 – Purchasing Cards

The County did not ensure \$48,598 of public monies spent with purchasing cards were for authorized County purposes.

The County should:

- Update its policies and procedures over purchasing cards
- Require proper approval of purchases and travel prior to paying for them
- Monitor compliance with these updated policies
- Train cardholders and approvers on policies and procedures

2021-03 – Financial Statement Preparation

The County's financial statements contained misstatements and misclassifications, causing delays in issuance.

The County should:

- Develop and implement policies and procedures to reconcile financial statements to its subsystems, prepare year-end adjustments to the financial statements, and review draft financial statements in detail
- Train staff on obtaining financial information to complete supporting schedules and meet statutory deadlines
- Require management to thoroughly review and correct financial statements prior to providing them for audit

2021-04 – Capital Asset Inventory

The County lacked inventorying and recordkeeping of nearly \$14.1 million of capital assets.

The County should:

- Perform a complete inventory of capital assets and reconcile the results to its records

- Develop policies and procedures and train staff on performing the physical inventory and reconciling the results to its records

2021-05 – County IT Risk Assessment

The County's process for managing and documenting IT risks was insufficient.

The County should:

- Allocate resources to implement critical controls
- Involve all applicable departments in the risk assessment process
- Perform an annual entity-wide IT risk assessment
- Evaluate and manage the risks of holding sensitive information

2021-06 – IT Controls

The County's controls over its IT systems and data were not sufficient.

The County should:

- Develop comprehensive written IT policies and procedures
- Restrict access to its IT systems
- Manage system configuration and changes
- Secure systems and data

At the conclusion of the presentation, the Supervisors, County Manager, and Finance Director made some comments.

Vice-Chairman Christensen thanked Ms. Gerber and Mr. Bohart for the presentation. He appreciated their comments that the County is making progress, and he complimented the efforts taken by staff thus far to improve processes. Vice-Chairman Christensen asked if the County violated the gift clause in any way with regards to economic development awards. Both Ms. Gerber and Mr. Bohart replied that the County didn't receive any findings regarding violating the gift clause in this audit.

Chairman Cline commented that when he took office 5 years ago, the County was 4-5 years behind in its audits. He is proud that County staff have done a good job in bringing the audits current and making improvements. He added that there will always be room for improvement.

James Menlove, County Manager, advised that granting economic development awards have stopped since June 2022 until a new set of policies are developed and adopted by the Board. He reviewed the processes in place regarding purchasing cards. He acknowledged that capital asset inventory is a problem. An outside firm has been hired to work with staff to develop an improved process. Mary Springer, Finance Department Director, added that staff is now reconciling the physical inventory of capital assets to the records for capital asset inventory. She stated that in prior years some employees were lax in

preparing disposal paperwork, so there may be assets on the books that were not properly disposed of. She advised that process is being improved to correct those problems.

Mr. Menlove asked about the deadline for issuing the FY 2022 financial statement audit and the single audit. Mr. Bohart replied that the Auditor General's Office needs to issue them by March 31, 2023. Regarding dates that information must be submitted by the County to the Auditor General's Office for the Auditor General's Office to meet the March 31st deadline, Mr. Bohart stated that he would have to refer to his calendar. Ms. Springer told Mr. Menlove that she has the list of the dates, which she would provide to him later. Ms. Springer added that the County is working with the consultant to ensure the documents are submitted on time. She stated that County computer-generated reports were previously sent directly to the Auditor General's Office, whereas now County staff first reviews the reports to ensure all required data is contained in them. Mr. Menlove addressed the IT findings. He stated that Gila County has invested a lot of money towards improving IT security, etc. and the County has been recognized as a model for security by the Arizona Counties Insurance Pool. He added that it is an area that is closely monitored.

On behalf of the Board, Chairman Cline thanked Ms. Gerber and Mr. Bohart for the presentation.

Item 3 – REGULAR AGENDA ITEMS:

A. Information/Discussion/Action to set primary and secondary property tax rates for FY 2022-2023 for all taxing jurisdictions within Gila County and convey tax rates for all jurisdictions to the County Treasurer; and adopt Resolution No. 22-08-02 providing for the collection of taxes for all jurisdictions by the County Treasurer for FY 2022-2023.

Ms. Springer advised that the third Monday in August is the last day per statute for the Board of Supervisors to set the primary and secondary property tax rates for 2022 for all taxing jurisdictions within Gila County and convey tax rates for all taxing jurisdictions to the County Treasurer. By adopting Resolution No. 22-08-02, it provides for the collection of taxes for all jurisdictions by the County Treasurer for FY 2022-2023.

Upon motion by Vice-Chairman Christensen, seconded by Supervisor Humphrey, the Board unanimously set primary and secondary property tax rates for FY 2022-2023 for all taxing jurisdictions within Gila County and conveyed tax rates for all jurisdictions to the County Treasurer; and adopted Resolution No. 22-08-02. **(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 approve Amendment No. 3 to Contract 040319-Food & Laundry Service for the Gila County Detention Center with Trinity Services which extends the term of the contract to August 5, 2023; and increases the contract by \$40,117 for a new total contract amount not to exceed \$404,817.

Dennis Newman, Sheriff's Office Detention Bureau Commander, advised that Amendment No. 3 to Contract No. 040319 extends the term of the contract for an additional year and it increases the contract amount by \$40,117 for a new total contract amount not to exceed \$404,817 due to an 11% increase in the Consumer Price Index and an increase on in the wage costs.

Chairman Cline inquired if Trinity Services is the only provider of these services. Commander Newman replied that there are other companies that provide the services. He added that the County will advertise an Invitation for Bids next year to award a new contract.

Upon motion by Vice-Chairman Christensen, seconded by Supervisor Humphrey, the Board unanimously approved Amendment No. 3 to Contract 040319 as presented.

C. Information/Discussion/Action to canvass the election results contained in the Official Canvass of the Primary Election held on August 2, 2022, in Gila County, Arizona, and declare the results official.

Eric Mariscal, Elections Department Director, advised that Gila County's voter turnout was 47.17%, which was the second highest turnout in the state for this election. He pointed out that the summary report contains the election results at the federal, state, county, and jurisdictional levels, and he named the other reports. Mr. Mariscal commented that 12,768 ballots were submitted by mail of which 31 were rejected for various reasons, for a total tabulation of 12,737.

Chairman Cline asked about the use of ballot drop boxes. Mr. Mariscal replied that there was significant use of them, especially the one at the County's Tommie Cline Martin Complex. He estimated that between 1,800 to 2,000 voters used the drop boxes.

Upon motion by Vice-Chairman Christensen, seconded by Supervisor Humphrey, the Board unanimously canvassed the election results contained in the Official Canvass of the Primary Election held on August 2, 2022, in Gila County, Arizona, and declared the results official.

D. Information/Discussion/Action to approve Amendment No. 1 to Contract No. 052421-Sub-Grantee for COVID-19 School Wraparound Support Services to extend the term of the contract for one additional

year, to May 31, 2023; decrease the original contract amount by \$378,927 for an amended contract amount of \$450,000; and adds to the contract language: Certification of No Forced Labor.

Michael O'Driscoll, Health and Emergency Management Department Director, advised that during the COVID-19 pandemic funding was provided to provide school wraparound support services. He stated that this funding allowed the County Health Division staff to work with the schools, teachers, and children who test positive for COVID. In doing so, groceries, laundry, housing costs recovered, etc. were provided to children with COVID-19 to keep them away from other children at school and separate them from their families, if needed. He added that these services have been well-received.

Upon motion by Vice-Chairman Christensen, seconded by Supervisor Humphrey, the Board unanimously approved Amendment No. 1 to Contract No. 052421 as presented.

E. Information/Discussion/Action to approve Amendment No. 020-2 to Contract No. 700518523 with Arizona Public Service Company (APS) for Energy Wise Low-Income Weatherization Program Implementation to allocate an amount not to exceed \$200,000 for the 2022 calendar year.

Malissa Buzan, Community Services Department Director, advised that this amendment provides an additional \$100,000 to the contract to be spent weatherizing limited-income APS customers in Gila County.

Upon motion by Vice-Chairman Christensen, seconded by Supervisor Humphrey, the Board unanimously approved Amendment No. 020-2 to Contract No. 700518523 as presented.

F. Information/Discussion/Action to approve Amendment No. 6 to an Intergovernmental Agreement (Contract No. DI20-002263) between the Arizona Department of Economic Security and the Gila County Community Services Department that includes the total value of the Itemized Service Budget to \$564,082 for the period of July 1, 2022, through June 30, 2023, for the continued provision of Community Action Program services.

Ms. Buzan presented this item. The total value of the budget is \$564,082 as detailed in the itemized services budget. The amount includes estimated carryover funding from State Fiscal Year 2022 in the amount of \$39,000.

Upon motion by Vice-Chairman Christensen, seconded by Supervisor Humphrey, the Board unanimously approved Amendment No. 6 to an Intergovernmental Agreement (Contract No. DI20-002263) as presented.

G. Information/Discussion/Action to acknowledge receipt of the Gila County Homeless Task Force Strategic Plan 2023-2026 as submitted by the Community Services Department Director and as required by the Arizona Department of Housing.

Ms. Buzan advised that the Gila County Homeless Task Force Strategic Plan 2023-2026 will allow the Homeless Task Force to continue to be eligible for Balance of State Continuum of Care funding and move forward with the goals to reduce homelessness in Gila County. Per requirements of the Arizona Department of Housing, the Board of Supervisors needed to acknowledge receipt of this Strategic Plan. She further advised that two new notices of funding availability have been received, which required the Strategic Plan to be updated. That has been done so it was presented to the Board sooner than scheduled. She advised that a new program administrator was hired. Fifty-two people, who are homeless or near homeless, are on the list and in the state's database waiting to be helped with housing. In coordination with Community Bridges, Inc., Gila County's Community Action Program, and other programs, housing has been provided to 18 homeless or near homeless in Gila County (some are individuals, and some are individuals with families).

Chairman Cline inquired about providing housing in the Payson area. Ms. Buzan replied that not many people are housed in Payson because the rent is very high.

Upon motion by Vice-Chairman Christensen, seconded by Supervisor Humphrey, the Board unanimously acknowledged receipt of the Gila County Homeless Task Force Strategic Plan 2023-2026 as presented.

H. Information/Discussion/Action to declare a portion of Quail Drive not necessary for public use and direct staff to begin the process to abandon a portion of Quail Drive as shown on Sportsmen's Haven (replatted) Official Map No. 311, Gila County Records.

Steve Sanders, Public Works Department Director, advised that this road is in Roosevelt Estates and it dead ends at the U.S. Forest Service (USFS) boundary. He stated, "The Forest Service was contacted, and they hope it happens. They said it will slow down unauthorized access out into the forest in Pinto Creek."

Supervisor Humphrey thanked Mr. Sanders for his efforts regarding this road. He stated that people are driving their recreational vehicles over the dikes on that road to continue to Pinto Creek. With so much traffic, he said if the creek rose, that would be a place the creek would be breached.

Upon motion by Vice-Chairman Christensen, seconded by Supervisor Humphrey, the Board unanimously declared a portion of Quail Drive not

necessary for public use and directed staff to begin the process to abandon the portion of Quail Drive as presented.

I. Information/Discussion/Action to adopt Resolution No. 22-08-03 which authorizes the execution of an Intergovernmental Agreement No. 21-0008387-I with the Arizona Department of Transportation for the Calle De Loma Rail-Highway Safety Improvements at no cost to Gila County.

Mr. Sanders presented this item. In 2010, Calle De Loma railway crossing was on one of the top lists for improvement. When Arizona Department of Transportation (ADOT) personnel came to visit all railway sights in Gila County, it was determined that the Bixby railway crossing would take precedence. Since then, federal funding has come about, and now ADOT, a federal-aid package, and Arizona Eastern Railroad will fund this improvement project. Gila County will not have to pay unless changes are made to benefit the County.

The improvements will be to raise the tracks, eliminate one track, and install a concrete surface. Installation of automatic warning signals, automatic gate arms, pavement markings, and other railings crossing-related appurtenance will be done during this project. After completion of the Calle De Loma crossing project, the County will continue to maintain the roadway and the railroad will continue to maintain the crossing.

Upon motion by Vice-Chairman Christensen, seconded by Supervisor Humphrey, the Board unanimously adopted Resolution No. 22-08-03. **(A copy of the resolution is attached to these minutes and is permanently on file in the Board of Supervisors' Office.)**

J. Information/Discussion/Action to approve Collection Agreement No. 072522 with the Arizona Game and Fish Department for a not to exceed the amount of \$230,105 to provide environmental monitoring for 325 days per Term of Agreement during the construction of the Tonto Creek Bridge.

Mr. Sanders presented this item. The U.S. Fish and Wildlife Service approved the updated Environmental Assessment (EA) for the Tonto Creek Bridge Project. One of the requirements is that Gila County is responsible for hiring a biologist; construction may not commence without a biologist on site. Mr. Sanders added that while looking for qualified/certified biologists to employ for monitoring and reporting purposes, it was found that very few had the federal license needed to monitor the Northern Mexican Garter snake. Those that County staff spoke with who have the federal license were not interested in committing to the length of time needed for the bridge to be built. The Arizona

Game and Fish Department has qualified/certified staff and were receptive to an agreement to provide a monitor for the project.

Vice-Chairman Christensen inquired if this funding was budgeted as part of the BUILD grant match requirement. Mr. Sanders replied that hiring a biologist was included as a line item in this year's budget; however, he added that there is not enough money to cover all additional items that are required. The County recently received notification last week that the Federal Highway Administration just added \$250,000 to the BUILD funds for the project.

Upon motion by Vice-Chairman Christensen, seconded by Supervisor Humphrey, the Board unanimously approved Collection Agreement No. 072522 as presented.

K. Information/Discussion/Action to approve Amendment No. 1 to Contract No. 052022 with Stephen B. Smith for Solid Waste Management Services, and an additional cost of \$20,875 for a total contract amount of \$90,875.

Mr. Sanders advised that this contract amendment allows the County to retain Mr. Smith's services until year-end. He will continue providing monitoring services at the Russell Gulch Landfill and Buckhead Mesa Landfill in addition to handling the immediate certifications and reporting to the Arizona Department of Environmental Quality of the two landfills.

Upon motion by Vice-Chairman Christensen, seconded by Supervisor Humphrey, the Board unanimously approved Amendment No. 1 to Contract No. 052022 as presented.

L. Information/Discussion/Action to adopt Resolution No. 22-08-04 which authorizes the execution of the budgeted transfer of \$970,055 from the Transportation Excise Tax and Gila County General Fund to the Tonto Creek Bridge Project Local Government Investment Pool (LGIP) Participant Application from the Office of the State Treasurer of Arizona escrow account.

Mr. Sanders presented this item. Gila County received \$21,095,564 in BUILD funds and contributed \$2,285,000 in local funds for a total amount of \$23,380,564. There are sufficient funds to award the project; however, there are additional costs outside of the construction associated with the project. Specifically, construction engineering in the amount of \$2,555,000 and construction contingencies in the amount of \$1,054,747. These amounts are estimates and the actual amount may be more or less when construction is complete. This leaves a shortage of funds in the amount of \$970,055 which is the responsibility of Gila County.

Gila County raised concerns to the Arizona Department of Transportation (ADOT) that since the actual cost is unknown and ADOT is requiring the full amount up front, the County should be able to receive the interest these funds generate and ADOT has agreed to that request. A Local Government Investment Pool escrow account will be set up with the Arizona State Treasurer and the funds will be deposited into that account. ADOT will draw on the funds as needed and provide Gila County with a monthly accounting of the funds.

Upon motion by Vice-Chairman Christensen, seconded by Supervisor Humphrey, the Board unanimously adopted Resolution No. 22-08-04. **(A copy of the resolution is attached to these minutes and is permanently on file in the Board of Supervisors' Office.)**

M. Information/Discussion/Action to approve the use of Cooperative Agreements Sourcewell Contract #032119-CAT and Contract #062320-CAT for heavy equipment purchases, related accessories, attachments, parts, supplies, and rentals for the agreement term with the Board of Supervisors using Caterpillar, Empire Machinery and Empire Southwest LLC from September 7, 2022, to September 6, 2023, with a not to exceed amount of \$600,000 annually.

Mr. Sanders advised that by using the Sourcewell contract, the County has saved up to 30% on some purchases from Caterpillar, Empire Machinery, and Empire Southwest, LLC.

Chairman Cline asked if the contract not to exceed amount of \$600,000 has been in place for the past few years. Mr. Sanders replied that this is the third time the yearly contract has been at a not to exceed amount of \$600,000.

Vice-Chairman Christensen made a motion to approve the use of Cooperative Agreements Sourcewell Contract #032119-CAT and Contract #062320-CAT for heavy equipment purchases, related accessories, attachments, parts, supplies, and rentals for the agreement term with the Board of Supervisors using Caterpillar, Empire Machinery and Empire Southwest LLC from September 7, 2022, to September 6, 2023, with a not to exceed amount of \$600,000 annually at 11:29 a.m. When Chairman Cline asked for a second on the motion, it was discovered that Supervisor Humphrey had dropped from the phone call. Chairman Cline seconded the motion which was approved by the Board.

N. Information/Discussion/Action to approve the Economic Development Grant to the Payson Rodeo Committee, Inc. in the amount of \$15,000 that the Board has determined to be for the benefit of the public.

Ms. Springer advised that the Payson Rodeo Committee, Inc. requested \$15,000 of County economic development funds. She added that this

allocation has been included in this year's budget under the line item for economic development grants.

NOTE: Supervisor Humphrey resumed phone connection to the meeting at 11:30 a.m.

Ms. Springer advised that the agreement has been signed by the president of the Rodeo Committee. She added that the statutory requirement regarding the gift clause has been addressed as there is a direct benefit to the public. The Rodeo Committee has provided a listing to Gila County of the various radio stations and other advertising that will be done regarding Gila County jobs. She stated, "We feel that direct benefit is sufficient to move forward with the agreement, and we ask the Board to approve the agreement..."

Vice-Chairman Christensen expressed his appreciation for the Board of Supervisors' continued support of this rodeo.

Vice-Chairman Christensen made a motion to approve the economic development grant (Agreement No. 07302022) with the Payson Rodeo Committee in the amount of \$15,000. Jessica Scibelli, Senior Civil Deputy County Attorney, asked Vice-Chairman Christensen to add "for the benefit of the public" to his motion. He restated the motion with the added language as stated by Ms. Scibelli. When Chairman Cline asked for a second on the motion, it was discovered that Supervisor Humphrey was disconnected from the phone call. Chairman Cline seconded the motion which was approved by the Board.

NOTE: Supervisor Humphrey was unable to connect to the meeting for the remainder of the meeting.

O. Information/Discussion/Action to authorize the publication of a Notice of Public Sealed Bid Auction to declare the ledger cabinet, file cabinet, and exam table as surplus to sell the items through a sealed bid process.

Ms. Springer stated that the used items are surplus and are no longer needed by County staff. It was decided to have receive sealed bids because the equipment has substantial value. Each item will be bid on individually.

Upon motion by Vice-Chairman Christensen, seconded by Chairman Cline, the Board authorized the publication of a Notice of Public Sealed Bid Auction to declare the ledger cabinet, file cabinet, and exam table as surplus to sell the items through a sealed bid process.

P. Information/Discussion/Action to cancel Contract No. 04292022 with the Arizona Silver Belt effective August 15, 2022.

Ms. Springer advised that the Board of Supervisors recently awarded an annual contract to the Arizona Silver Belt newspaper to provide all advertising, publications, and printing required to be done or made by all departments and elected offices of Gila County for fiscal year 2022-2023. Because the Arizona Silver Belt newspaper failed to publish required documents in the newspaper of record in the past and the failure resulted in a decrease in revenue and additional work on the part of County staff, Ms. Springer contacted the editor, Mike Caywood, to explain the importance of ensuring publications are printed as requested by County staff to ensure compliance with local, state, and federal requirements. Unfortunately, the situation of not publishing required notifications occurred again which has left staff with no confidence in the Arizona Silver Belt newspaper being able to ensure publications will be printed as required.

Chairman Cline commented that the County will now be faced with paying \$8 per column inch to the only other qualified newspaper in the County versus the current contract amount of \$2.50 per column inch. He added that there does not seem to be another option.

Upon motion by Vice-Chairman Christensen, seconded by Chairman Cline, the Board cancelled Contract No. 04292022 with the Arizona Silver Belt newspaper effective August 15, 2022.

Q. Information/Discussion/Action to award Contract No. 04292022B for annual publishing and printing services to the Payson Roundup in the amount of \$8.00 per column inch for the remainder of fiscal year 2022-2023.

Ms. Springer advised that the Payson Roundup newspaper meets the statutory requirements to be the official County newspaper and has agreed to contract with the County at a cost of \$8.00 per column inch for all advertising, publications and printing required to be done or made by all departments and elected offices of Gila County for the remainder of fiscal year 2022-2023.

Upon motion by Vice-Chairman Christensen, seconded by Chairman Cline, the Board awarded Contract No. 04292022B to the Payson Roundup newspaper to provide all advertising, publications and printing required to be done by all departments and elected office of Gila County in the amount of \$8.00 per column inch for the remainder of fiscal year 2022-2023.

R. Information/Discussion/Action to approve a one-time variance from following the State of Arizona General Accounting Office maximum allowable in-state lodging rate (*referenced in Section 10G of Policy No. BOS-FIN-112-Travel*) to allow a lodging rate of \$96 for non-specific travel

locations in the state of Arizona for the period of July 1, 2022, through June 30, 2023 (FY 2022-23).

James Menlove, County Manager/Clerk of the Board, advised that due to the COVID-19 pandemic, hotels in the state of Arizona no longer offer both federal and state government lodging rates. For non-specific locations in Arizona, hotels are now only offering the federal lodging rate of \$96; therefore, for non-specific travel locations in the state of Arizona, Gila County should adopt an allowable lodging rate of \$96 for the period July 1, 2022, through June 30, 2023 (FY 2022-23). He stated that all other aspects of Gila County policy number BOS-FIN-112-*Travel* will remain in effect. This change would be in effect for any travel that took place beginning July 1, 2022, through June 30, 2023.

Vice-Chairman Christensen made a motion to approve a one-time variance from following the State of Arizona General Accounting Office maximum allowable in-state lodging (*referenced in Section 10G of Policy No. BOS-FIN-112-Travel*) to allow a lodging rate of \$96 for non-specific travel locations in the state of Arizona for the period of July 1, 2022, through June 30, 2023. Mr. Menlove asked Vice-Chairman Christensen to amend the motion “to allow County employees to travel using the federal Government General Accounting Office hotel rates through the contiguous United States for fiscal year 2022-2023.” Vice-Chairman Christensen amended his motion as stated by Mr. Menlove. The motion was seconded by Chairman Cline and approved by the Board.

S. Information/Discussion/Action to re-appoint James Menlove, County Manager, as Clerk of the Board of Supervisors.

Mr. Menlove stated that at the end of May 2022 (it was on June 7, 2022) the Board of Supervisors appointed him to be the Clerk of the Board of Supervisors until August 31, 2023. He asked to be re-appointed without a time limit.

Vice-Chairman Christensen stated to Mr. Menlove “...The intention is that we will be seeking that position to be filled, and this appointment does not increase your wages in any way, and you feel you are capable to serve in this way.” Mr. Menlove replied that he is seeking the position to be filled; his wages will not be increased with this added responsibility; and he affirmed that he is capable of serving in this additional role. Mr. Menlove stated, “Mr. Chairman, I work with Ms. Henderson, and she does a fabulous job. Ninety-nine percent of everything is done by Ms. Henderson in that office and in that role.” Chairman Cline stated that he would like a timeframe to be added to the appointment. He asked Vice-Chairman Christensen for his thoughts. Vice-Chairman Christensen asked Mr. Menlove if the position will be advertised. Mr. Menlove replied that the County is in the process of selecting the best candidate for the position, so the position will be advertised, and qualified internal and external

candidates will be considered. Mr. Menlove stated, "Mr. Chairman, this is by statute a required position that is appointed by the Board of Supervisors. I would not be in favor of a putting a date on it because the Board of Supervisors, the Chairman in particular, can bring this back at any time and I don't know that it's going to change the process that we're going through for appointment to the Clerk of the Board full-time or permanently. It allows us flexibility without having to take time coming to a Board meeting to have a presentation such as this, so I would not be in favor of a timeframe knowing that the Board of Supervisors can call for an appointment, to call for this to come to the Board for consideration at any time." Mr. Menlove commented that he foresees being in this position no longer than six months.

Vice-Chairman Christensen stated, "Mr. Chairman, I move to reappoint James Menlove, County Manager, as Clerk of the Board of Supervisors while maintaining an advertisement to fill this position going forward." Chairman Cline seconded the motion which was approved by the Board.

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

A. Approval for the Board Chairman to electronically sign Arizona Criminal Justice Commission (ACJC) Victims' Compensation Grant Agreement, FY2023 No. VC-2023-004 in the amount of \$55,633 for the period July 1, 2022, through June 30, 2023.

B. Approval of a First Amendment to Lease Agreement with Twin Pines, LLC to provide office space for the Community Services Department Community Action Program and the University of Arizona Cooperative Extension Program at the Twin Pines Plaza in Payson at a cost of \$1,900 base rent per month beginning September 15, 2022, to September 14, 2027, with a base rent adjustment each year of 3% starting in year two of the agreement.

C. Approval of the appointment of Tait Elkie as Justice of the Peace Pro Tempore in the Payson Justice Court with his term to expire on December 31, 2022.

D. Approval of Amendment No. 2 to Contract No. 050420-*Pharmacy Services for Gila County Detention Medical* to extend the term of the contract for one additional year, from September 1, 2022, to August 31, 2023, for a contract amount not to exceed \$75,000 and adds to the contract language: Certification of No Forced Labor.

E. Approval of Amendment No. 5 to an Intergovernmental Agreement (Contract No. CTR043241) with the Arizona Department of Health Services in the amount of \$14,459.00 for the Special Project for WIC (Women, Infants, and Children) and BFCP (Breastfeeding Peer Counseling) services to replace the Globe clinic flooring.

F. Authorization for the Gila County Animal Care & Control Division to submit a grant application to the Arizona Companion Animal Spay and Neuter Committee in the amount of \$10,000 to expand its discounted spay/neuter services in Gila County for a period of one year.

G. Approval of the monthly activity reports submitted by the Human Resources Department for July 2022.

JULY 5, 2022

DEPARTURES:

1. Angela Anthony – Community Services – Administrative Clerk Senior – 06/30/22 – DES Community Action Program Fund – DOH 06/21/12
2. Johnathan Scales – Health and Emergency Services – Administrative Clerk Senior – 06/30/22 – Immunization Fund – DOH 10/15/19
3. Homero Vela – Board of Supervisors – Assistant County Manager – 07/01/22 – General Fund – DOH 09/17/18

NEW HIRES:

4. Rodney Ohmart – Payson Justice Court – Bailiff (.48) – 07/05/22 – General Fund – Replacing Michael Lorka
5. Kristy Ulmer – Public Works – Administrative Assistant – 07/18/22 – Public Works Fund – Replacing Christine Elmer
6. Paul Larkin – Globe Justice Court – Judge Pro Tempore – 07/05/22 – General Fund – Replacing Linda Shirley
7. Kyle Lux – Public Works – Automotive Mechanic – 07/05/22 – Fleet Management Fund – Replacing John Scott

TEMPORARY HIRES TO COUNTY SERVICES:

8. Francisca Boltarez – Library District – Summer Youth Participant – 06/06/22 – Library District Assistance (.41)/General (.59) Funds

END PROBATIONARY PERIOD:

9. Melissa Baldonado-Bene – County Attorney's Office – Legal Secretary – 05/22/22 – General Fund

OTHER ACTIONS:

10. Jessen Gillespie – Sheriff's Office – Deputy Sheriff – 07/04/22 – General Fund – Step increase

11. Janet Ostrom – Community Services – Administrative Clerk Senior – 07/01/22 – From DES Community Action Program Fund – To Various Funds – Change in fund code

REQUEST TO POST:

12. Public Works – Deputy Director Public Works – Vacated by Steve Sanders

JULY 12, 2022

DEPARTURES:

1. Lori Goode – Sheriff's Office – 911 Dispatcher – 04/11/22 – General Fund – DOH 04/11/22

2. Esther Canez – Clerk of Superior Court – Chief Deputy Clerk of Court – 07/12/22 – General Fund – DOH 05/12/97

3. Gary Frantom – Public Works – Temporary Recycling and Landfill Equipment Operator – 07/01/22 – Recycling and Landfill Management Fund – DOH 06/23/20

4. Cindie Bright – Public Works – Temporary Scalehouse Attendant – 07/01/22 – Recycling and Landfill Management Fund – DOH 02/28/22

NEW HIRES:

5. Kassandra Navarro – Computer Services – Help Desk Support Specialist – 07/18/22 – General Fund – Replacing Daniel Irish

OTHER ACTIONS:

6. Dwight Payne – Sheriff's Office – IT Systems Administrator – 07/15/22 – General Fund – Change in retirement date from 07/01/22 to 07/15/22

REQUEST TO POST:

7. Computer Services – Deputy Director Information Technology – Reclassified position

8. Treasurer's Office – Treasurers Services Supervisor – Vacated by P. Denise Cox

JULY 19, 2022

DEPARTURES:

1. Taylor Wilson – Sheriff's Office – 911 Dispatcher – 07/10/22 – General Fund – DOH 05/27/19

NEW HIRES:

2. Michael Wicks – Public Works – Vehicle and Equipment Maintenance Supervisor – 07/18/22 – Fleet Management Fund – Replacing Robert Cizek

3. Michael Kielsky – County Attorney's Office – Deputy County Attorney Principal – 08/01/22 – General Fund – Replacing Paul Rubin

END PROBATIONARY PERIOD:

4. Annie Hammer – Finance – Internal Auditor – 07/18/22 – General Fund
5. Antonella Campos – Community Services – Community Action Program Administrator – Various Funds
6. Karen Pinto – Clerk of Superior Court – Court Clerk – 07/19/22 – General Fund
7. Cynthia Castaneda – Clerk of Superior Court – Court Clerk – 07/25/22 – General Fund
8. Marylyn Branson – Clerk of Superior Court – Court Clerk – 07/19/22 – General (.50)/IV-D Child Support (.50) Funds
9. Samantha Trimble – Recorder's Office – Voter Outreach Assistant – 07/31/22 – General Fund

OTHER ACTIONS:

10. Amie Jones – Probation – Juvenile Mental Health Therapist – 07/04/22 – From JPSF Treatment Fund – To JPSF Treatment (.95)/Superior Court Cost of Prosecution (.05) Funds – Change in fund code
11. Perry Wyrick – Facilities and Land Management – From Temporary Building Maintenance Supervisor – To Building Maintenance Technician Senior – 06/20/22 – Facilities and Land Management Fund – End of temporary assignment
12. Thoreina Hensley – Sheriff's Office – Deputy Sheriff Sgt. – 08/02/22 – General Fund – Step increase
13. Marcos Oropeza – Sheriff's Office – Deputy Sheriff – 07/11/22 – General Fund – Step increase
14. Aaron Alderman – Sheriff's Office – Detention Officer – 07/04/22 – General Fund – Implementation GCSO Detention Officer Steps Program
15. Debra Archuleta – Sheriff's Office – Detention Officer – 07/04/22 – General Fund – Implementation GCSO Detention Officer Steps Program
16. Stephen Armstrong – Sheriff's Office – Detention Officer – 07/04/22 – General Fund – Implementation GCSO Detention Officer Steps Program
17. Andrew Bradford – Sheriff's Office – Detention Officer – 07/04/22 – General Fund – Implementation GCSO Detention Officer Steps Program
18. Lowell Brown – Sheriff's Office – Detention Officer Sgt. – 07/04/22 – General Fund – Implementation GCSO Detention Officer Steps Program
19. Joshua Burch – Sheriff's Office – Detention Officer Sgt. – 07/04/22 – General Fund – Implementation GCSO Detention Officer Steps Program
20. Dustin Burdess – Sheriff's Office – Detention Officer – 07/04/22 – General Fund – Implementation GCSO Detention Officer Steps Program
21. Derryck Courvoisier – Sheriff's Office – Detention Officer – 07/04/22 – General Fund – Implementation GCSO Detention Officer Steps Program
22. Anna Cruz – Sheriff's Office – Detention Officer – 07/04/22 – General Fund – Implementation GCSO Detention Officer Steps Program
23. Michelle Daly – Sheriff's Office – Detention Officer Sgt. – 07/04/22 – General Fund – Implementation GCSO Detention Officer Steps Program

24. Nicholas Franco – Sheriff’s Office – Detention Officer – 07/04/22 – General Fund – Implementation GCSO Detention Officer Steps Program

25. April Gates – Sheriff’s Office – Detention Officer – 07/04/22 – General Fund – Implementation GCSO Detention Officer Steps Program

26. Alyxx Hartmann – Sheriff’s Office – Detention Officer – 07/04/22 – General Fund – Implementation GCSO Detention Officer Steps Program

27. Wade Haynie – Sheriff’s Office – Detention Officer – 07/04/22 – General Fund – Implementation GCSO Detention Officer Steps Program

28. Christopher Jones – Sheriff’s Office – Detention Officer – 07/04/22 – General Fund – Implementation GCSO Detention Officer Steps Program

29. David Kell – Sheriff’s Office – Detention Officer – 07/04/22 – General Fund – Implementation GCSO Detention Officer Steps Program

30. Brandi Kriley – Sheriff’s Office – Detention Officer Sgt. – 07/04/22 – General Fund – Implementation GCSO Detention Officer Steps Program

31. David Levario – Sheriff’s Office – Detention Officer – 07/04/22 – General Fund – Implementation GCSO Detention Officer Steps Program

32. Rubin Mays – Sheriff’s Office – Detention Officer – 07/04/22 – General Fund – Implementation GCSO Detention Officer Steps Program

33. Bret McDaniel – Sheriff’s Office – Detention Officer Sgt. – 07/04/22 – General Fund – Implementation GCSO Detention Officer Steps Program

34. Jared Osborn – Sheriff’s Office – Detention Officer Lt. – 07/04/22 – General Fund – Implementation GCSO Detention Officer Steps Program

35. Nora Palmer – Sheriff’s Office – Detention Officer – 07/04/22 – General Fund – Implementation GCSO Detention Officer Steps Program

36. Guy Peterson – Sheriff’s Office – Detention Officer – 07/04/22 – General Fund – Implementation GCSO Detention Officer Steps Program

37. Cindy Roberts – Sheriff’s Office – Detention Officer Lt. – 07/04/22 – General Fund – Implementation GCSO Detention Officer Steps Program

38. Robert Schuler – Sheriff’s Office – Detention Officer Sgt. – 07/04/22 – General Fund – Implementation GCSO Detention Officer Steps Program

39. Amos Smith – Sheriff’s Office – Detention Officer – 07/04/22 – General Fund – Implementation GCSO Detention Officer Steps Program

40. Cassidy Smith – Sheriff’s Office – Detention Officer Sgt. – 07/04/22 – General Fund – Implementation GCSO Detention Officer Steps Program

41. Don Smith – Sheriff’s Office – Detention Officer – 07/04/22 – General Fund – Implementation GCSO Detention Officer Steps Program

42. Noah Tassell – Sheriff’s Office – Detention Officer – 07/04/22 – General Fund – Implementation GCSO Detention Officer Steps Program

43. Thomas Logan – Sheriff’s Office – Detention Officer – 07/04/22 – General Fund – Implementation GCSO Detention Officer Steps Program

44. Caroline Turner – Sheriff’s Office – Detention Officer – 07/04/22 – General Fund – Implementation GCSO Detention Officer Steps Program

45. Courtney White – Sheriff’s Office – Detention Officer – 07/04/22 – General Fund – Implementation GCSO Detention Officer Steps Program

46. Walter Wiley – Sheriff’s Office – Detention Officer Sgt. – 07/04/22 – General Fund – Implementation GCSO Detention Officer Steps Program

47. Violeta Worthey – Sheriff’s Office – Detention Officer Lt.– 07/04/22 – General Fund – Implementation GCSO Detention Officer Steps Program

JULY 26, 2022

DEPARTURES:

1. Ashley Kelley – Sheriff’s Office – 911 Dispatcher – 07/23/22 – General Fund – DOH 02/19/22
2. Rosa Pacheco – Health and Emergency Services – Summer Youth Participant – 07/15/22 – Health Service Fund – DOH 06/06/22
3. Leslie Marquez – Facilities and Land Management – Summer Youth Participant – 07/15/22 – Facilities Management Fund – DOH 06/06/22
4. Francisca Boltarez – Library District – Summer Youth Participant – 07/15/22 – Library Assistance (.41)/General (.59) Funds – DOH 06/06/22
5. Zachariah Messenger – Public Works– Summer Youth Participant – 07/15/22 – Public Works Fund – DOH 06/06/22
6. Gabriel Gonzales – Public Works – Summer Youth Participant – 07/15/22 – Recycling and Landfill Management Fund – DOH 06/06/22
7. Anasco Escobedo-Sanchez - Public Works – Summer Youth Participant – 07/15/22 – Recycling and Landfill Management Fund – DOH 06/06/22
8. Javen Flores – Public Works– Summer Youth Participant – 07/15/22 – Public Works Fund – DOH 06/06/22
9. Lindsee Freeman – Public Works– Summer Youth Participant – 07/15/22 – Public Works Fund – DOH 06/06/22
10. Joshua Graham – Public Fiduciary – Summer Youth Participant – 07/15/22 – General Fund – DOH 06/06/22

NEW HIRES:

11. Vise Palmer – Treasurer’s Office – Treasurer Services Specialist – 08/01/22 – General Fund – Replacing P. Denise Cox
12. Chassity Morgan – Sheriff’s Office – 911 Dispatcher – 07/18/22 – General Fund – Replacing Kristina Hernandez

END PROBATIONARY PERIOD:

13. Julianne DeSpain – Probation – Deputy Probation Officer 1 – 07/19/22 – Diversion Intake (.50)/Juvenile Intensive Probation Supervision (.50) Funds
14. Kenneth Dillman Jr. – Probation – Surveillance Officer – 07/19/22 – General Fund

DEPARTMENTAL TRANSFERS:

15. Gabriel Scales – From Computer Services – To Sheriff’s Office – IT Systems Administrator – 07/18/22 – General Fund – Replacing Dwight Payne
16. Carolyn Bartling – Computer Services – From IT Systems Administrator – To Deputy Director IT – 08/01/22 – General Fund

OTHER ACTIONS:

17. Crizna Zamora – Probation – Administrative Clerk Specialist – 08/01/22 – From General Fund – To Adult Intensive Probation Supervision Fund – Change in fund code
18. Zander Johnson – Sheriff's Office – Detention Officer – 07/04/22 – General Fund - Implementation GCSO Detention Officer Steps Program
19. Taylor Wilson – Sheriff's Office – 911 Dispatcher – 07/10/22 – General Fund – Change in hours and rescinded resignation
20. Candice Carbajal – Sheriff's Office – From Accounting Clerk Specialist/911 Dispatcher – To Accounting Clerk Specialist – 05/17/22 – General Fund – Resigned from 911 Dispatcher

H. Approval of finance reports/demands/transfers for the reporting period of July 1, 2022. through July 31, 2022.

Approve demands and budget amendments for operating transfers. Warrant numbers 316592 through 316633, 316635 through 316683, 316685 through 316722, 316724 through 316946, and 316948 through 317104 totaling \$5,302,013.93 for the period 07-01-22 through 07-31-22.

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.)**

I. Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for July.

Upon motion by Vice Chairman Christenson, seconded by Chairman Cline, the Board approved Consent Agenda items 4A through 4I.

Item 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.

There were no comments from the public.

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

Supervisors Christensen and Cline, and the County Manager provided a summary of current events.

At 12:12 p.m. Chairman Cline announced a short recess. At 12:30 p.m. he reconvened the meeting and addressed agenda item number 7A.

7. WORK SESSION ITEMS:

A. Information/Discussion regarding an update on legislative session activities from Policy Development Group.

Andy Jacobs of Policy Development Group advised that he would be providing a slide presentation and he commented that Todd Baughman, also of Policy Development Group, was present. Mr. Jacobs stated that a presentation was made to the Board of Supervisors last year, and this is the second year having a contract with the County.

He reviewed the stakeholders that Policy Development Group works with throughout the state. Mr. Jacobs then reviewed the issues that Policy Development Group staff followed during the last year which affect Gila County.

- One-time \$53.4M Sheriffs' stipend
- 20% Superior Court judges' salary increase
- Budget
 - \$1 billion in transportation infrastructure
 - \$1 billion in water development / WIFA
- Proposition 400 (Maricopa County) veto next steps
- Education
 - Aggregate Expenditure Limit renewed
 - School vouchers expansion

He covered in more detail forest health, and the SRP (Salt River Project) C.C. Cragin Watershed Project, and he reviewed the highlights of the 2022 Primary Election results.

Mr. Jacobs reviewed the last slide which listed the following areas that Policy Development Group would be focusing on behalf of Gila County in the next legislative session, as follows:

- Unincorporated areas; transient lodging assessment
- Forest Health implementation
- Road and infrastructure opportunities
- Rural schools funding gap
- Veterans' facility
- Young Road

He asked the Board members for their comments and if there were any other areas of concerns. Vice-Chairman Christensen agreed with the listed topics and the work being done by Policy Development Group. He also thanked Mr. Jacobs for the presentation. Chairman Cline commented that water will be one of the most important topics to be discussed during the next legislative session. He added that many people in Gila County have their own wells. In conversations he's had with people, it is Chairman Cline's understanding that those people are adamant that they would not allow a monitor to be placed on their well or to be charged for the water they use, which was proposed in the 1980s and again in the 1990s. He also talked about forest health being an ongoing concern. Chairman Cline mentioned that mine assessments should be watched as it affects funding for schools. The Supervisors and Mr. Menlove discussed contacts to be made and some other details regarding water and forest health. Chairman Cline thanked Mr. Jacobs and Mr. Baughman for the presentation.

There being no further business to come before the Board of Supervisors, Chairman Cline adjourned the meeting at 1:06 p.m.

APPROVED:

Woody Cline, Chairman

ATTEST:

James Menlove, Clerk of the Board

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

Date: August 30, 2022

WOODY CLINE

Chairman

JAMES MENLOVE

Clerk of the Board

STEVE CHRISTENSEN

Vice-Chairman

By: Marian Sheppard

TIM R. HUMPHREY

Member

Gila County Courthouse
Globe, Arizona

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

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

Item 1 – CALL TO ORDER - PLEDGE OF ALLEGIANCE

Chairman Cline called the Regular Meeting to order at 10:00 a.m. this date in the Board of Supervisors' hearing room. Cheryl Sluyter led the Pledge of Allegiance.

Item 2 – PUBLIC HEARINGS:

A. Information/Discussion/Action to Convene a public hearing to hear from citizens on the FY 2022 Community Development Block Grant (CDBG) Application for CDBG Regional Account funding in the amount of \$118,158 that will be used for six proposed CDBG emergency repair projects, in Gila County; and authorize the submittal of the Application to the State of Arizona Department of Housing.

Malissa Buzan, Community Services Department Director, advised that the Community Services Department, Housing Services, applies for CDBG Regional Account funding each year. She explained that the funding allocation became less each year, so a couple of years ago Gila County partnered with the City of Apache Junction to apply for these grant funds. It was agreed that Gila County would accept the funding for one year and the following year the City of Apache Junction would accept it, and so on. This year Gila County will accept the funding which will be used for 6 proposed housing projects.

Chairman Cline inquired about the 6 proposed housing projects. Ms. Buzan explained that the Community Services Department, Housing Services, tries to leverage funding from other sources such as weatherization funds. In this way, Housing Services staff goes into a home one time to do all the repairs.

Chairman Cline asked about the location of the 6 housing projects. Ms. Buzan replied that the homes are in various parts of the County except for tribal lands. She advised that per statutory requirements, two public hearings must be held; one public hearing is to obtain input from citizens and one public hearing is to be held by the Board of Supervisors. She further advised that Housing Services previously conducted a public hearing and there weren't any comments received.

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

Upon motion by Supervisor Humphrey, seconded by Vice-Chairman Christensen, the Board unanimously authorized the submittal of the FY 2022 CDBG Application, as presented, to the State of Arizona Department of Housing.

Item 3 - REGULAR AGENDA ITEMS:

A. Information/Discussion/Action to approve a grant application with the United States Forest Service to accept a congressionally directed earmark award of \$609,000 to be used for maintaining water storage systems for wildfire protection in Gila County with the understanding that this funding comes with a 1:1 match of \$609,000 for Gila County that can be in cash, in-kind activities, or a combination of both for the period of March 2022 through September 2025.

Michael O'Driscoll, Health and Emergency Management Department Director, presented the following information which is contained in the staff report for this item. *On March 15, 2022, through Senator Mark Kelly's Office, Gila County was awarded \$609,000 in Congressionally directed earmark monies to be used for maintaining water storage systems for wildfire protection in Gila County. The award expires in September 2025. When the \$609,000 was awarded, the funds went directly to the USFS (United States Forest Service) for disbursement to Gila County. In our discussions with the USFS, it was discovered that since the \$609,000 was sent directly to USFS any disbursements of these funds must follow their grant application process. In further discussion with the USFS, the County was informed that this funding has a 1:1 match requirement attached to it. This match can be financial, in-kind activities, or a combination of both. The in-kind match can be contributions consisting of donated time and effort, real nonexpendable personal property, and goods and services directly benefiting and specifically identifiable to the supported activity or project. The breakdown of this Congressionally directed earmark award would be \$609,000 from the*

USFS with a \$609,000 match from Gila County (financial, in-kind activities, or a combination) for a total of \$1,218,000.

Supervisor Humphrey inquired if all \$609,000 must be expended. Mr. O'Driscoll replied that not all dollars need to be expended; however, the USFS matches dollar for dollar the amount expended by the County. Supervisor Humphrey stated, "I have extreme mixed feelings about spending money to store water and it's just sitting there; it's not helping wildlife. In the past, with our (water) bladders, I don't know how much they were ever used for anything. Do we have any data of them being used or what they were used for?" Mr. O'Driscoll replied that data was not collected regarding the use of the water bladders, but his staff will begin collecting data for the new water storage system that will be used. Supervisor Humphrey inquired if the County was responsible for filling the water storage tanks. Mr. O'Driscoll replied that the Public Works Department and local fire districts have joint responsibility for filling the water tanks. Vice-Chairman Christensen advised that the water bladders are primarily located in northern Gila County. He said, "...This is to improve the existing system which is aging and deteriorating with a more permanent solution that won't require a lot for decades to come." Mr. O'Driscoll replied, "Correct...We have large water bladders which Gila County got as army surplus and you can't get them on the market anymore. We went to these 14 sites in last 2 weeks to inventory them. Some bladders need repairs or are black and too old to use. This money will help us get metal or plastic tanks on the site instead of bladders that can deteriorate in the sun over time." Chairman Cline asked for information on the current 14 sites of the water bladders. Mr. O'Driscoll advised that the first phase of the project will be to do an inventory of the water bladders. Pictures will be taken, and the GPS coordinates will be verified for each water bladder. He advised that because this project is moving forward so quickly, his staff came up with a temporary budget which most likely will need to be revised and sent to the USFS. The next step would be to meet with Public Works Department staff, local fire chiefs, USFS staff, and Emergency Management Division staff to determine if all 14 sites are needed. If there is not a need, some of them may be removed. Chairman Cline agreed with that approach. He stated that when Supervisor Tommie Martin began the endeavor with the Public Works Department to implement the water bladders, it was a "shotgun approach." He didn't think all 14 water bladders were used. As suggested by Supervisor Humphrey, Mr. O'Driscoll commented that he would reach out to the U.S. Game and Fish Department. Supervisor Humphrey asked if financing is available for the match funding requirement. Mr. O'Driscoll advised that some of the match requirements will be met with in-kind services. He met with James Menlove, County Manager, and Mary Springer, Finance Department Director, whom both affirmed that there is money available in the County's budget for the match funding requirement.

Vice-Chairman Christensen made a motion to approve a grant application with the United States Forest Service to accept a congressionally directed earmark award of \$609,000 to be used for maintaining water storage systems for wildfire protection in Gila County with the understanding that this funding comes with a 1:1 match of \$609,000 for Gila County that can be in cash, in-kind activities, or a combination of both for the period of March 2022 through September 2025, which was seconded by Supervisor Humphrey. When Chairman Cline called for the vote, it passed 2 to 1 with Supervisor Humphrey voting against the motion.

B. Information/Discussion/Action to Award Invitation for Bids 052422 to Perkins Cinders, Inc. in the amount of \$9.95 per ton.

Steve Sanders, Public Works Department Director, advised that this agenda item was tabled by the Board of Supervisors on August 2, 2022, to conduct further research on the issue of having two companies that submitted the same quote per ton even though Perkins Cinders, Inc. previously won the coin toss between the two companies. He advised that once a contract has been awarded, the work is scheduled to comment the first part of October 2022.

Vice-Chairman Christensen suggested revising the County's procurement policy to state that should the same bid be submitted by more than one contractor, a contract would be awarded to the local contractor. Chairman Cline asked Jessica Scibelli, Senior Civil Deputy County Attorney, to comment. Ms. Scibelli commented that the procurement policy could be revised to include that type of situation. Any revision to a Board-adopted policy would require the Board of Supervisors' approval.

Upon motion by Supervisor Humphrey, seconded by Vice-Chairman Christensen, the Board unanimously awarded a contract (Contract No. 052422) to Perkins Cinders, Inc. in the amount of \$9.95 per ton.

C. Information/Discussion to consider draft Human Resources Policy No. BOS-HRS-017 and Administrative Procedures HRS-017.

Rick Husk, Human Resources Department Director, presented this policy and related procedures for the Board's consideration. He advised that the purpose of the policy is to outline the rules for use of County-owned vehicles by employees for work and take-home commuting. The policy applies to employees of all County departments, elected offices, and all functions under the Gila County Superior Court. It does not apply to law enforcement personnel and other employees who are assigned emergency response take-home vehicles and who have primary responsibility to respond to emergencies which require immediate response to protect life or property and cannot use alternate forms of transportation to emergencies. He read aloud the proposed policy and procedures. Mr. Husk stated that the County currently follows this proposed

policy and procedures; however, it is now in writing. He stated that if the Board agrees with the policy and procedures, he would be placing them on the following Board agenda for adoption.

Vice-Chairman Christensen asked, "As we are trimming our fleet, we are downsizing some of these vehicles and moving towards a rental ideal. Is that language involved in that policy as well?" Mr. Husk replied, "We will revisit that and create a different policy for limited purposes; this was more for take home use."

Chairman Cline agreed with Mr. Husk's suggestion to place adoption of the policy and procedures on the next Board meeting agenda.

Item 4 - 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 A.R.S. §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, and 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.

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

There being no further business to come before the Board of Supervisors, Chairman Cline adjourned the meeting at 10:47 a.m.

APPROVED:

Woody Cline, Chairman

ATTEST:

James Menlove, Clerk of the Board

ARF-7492

Consent Agenda Item 4. G.

Regular BOS Meeting

Meeting Date: 09/20/2022

Reporting Period: Human Resources Department Monthly Reports for August 2022

Submitted For: Erica Raymond, Human Resources Assistant Sr.

Submitted By: Erica Raymond, Human Resources Assistant Sr.

Information

Subject

Human Resources Department Monthly Reports for August 2022.

Suggested Motion

Approval of the monthly activity reports submitted by the Human Resources Department for August 2022.

Attachments

HR Summary Report

08/02/22 Human Resources Report

08/09/22 Human Resources Report

08/16/22 Human Resources Report

08/23/22 Human Resources Report

08/30/22 Human Resources Report

Summary

Human Resources Action Items

Year To

Date

Jan-22

Feb-22

Mar-22

Apr-22

May-22

Jun-22

Jul-22

Aug-22

Sep-22

Oct-22

Nov-22

Dec-22

DEPARTURES	92	6	8	10	16	12	10	18	12				
NEW HIRES REGULAR STATUS	81	9	4	10	17	8	9	9	15				
NEW HIRES TEMPORARY STATUS	22	2	1	1	2	1	13	1	1				
VOLUNTEERS	1	0	0	0	0	1	0	0	0				
END OF PROBATIONARY PERIOD	48	8	13	7	3	5	3	8	1				
DEPARTMENTAL TRANSFERS	29	3	5	1	3	3	8	2	4				
OTHER ACTIONS	214	33	22	23	46	18	10	44	18				
REQUEST TO POST	51	7	5	7	7	9	7	3	6				
Total Transactions	538	68	58	59	94	57	60	85	57	0	0	0	0

HUMAN RESOURCES ACTION ITEMS
AUGUST 2, 2022

DEPARTURES:

1. Michael Kielsky – County Attorney’s Office – Deputy County Attorney Principal – 08/01/22 – General Fund – DOH 08/01/22
2. Gerald Irish – Public Works – Construction Project Manager – 08/12/22 – Public Works Fund – DOH 12/14/15
3. Christopher Sanks – Sheriff’s Office – Deputy Sheriff – 07/30/22 – General Fund – DOH 07/09/18

NEW HIRES:

4. Vanessa Long – Public Works – Accountant – 08/03/22 – Public Works Fund – Replacing Angela Dude
5. Kenneth Satathite – Public Works – Road Maintenance and Landfill Equipment Operator – 08/08/22 – Public Works Fund – Replacing Russell Heap
6. Ryan Lafave – Public Works – Road Maintenance and Landfill Equipment Operator – 08/08/22 – Public Works Fund – Replacing Jenny Shults

DEPARTMENTAL TRANSFERS:

7. Samuel Bruno – Public Works – From Automotive Mechanic – To Vehicle and Equipment Mechanic – 08/01/22 – From Fleet Management Fund – To Public Works Fund – Replacing Robert Cizek

OTHER ACTIONS:

8. Gabriel Scales – From Sheriff’s Office – To Computer Services – IT Systems Administrator – 07/18/22 – General Fund – Change of fund code
9. Jacque Sanders – Board of Supervisors – Deputy County Manager – 07/4/22 – General(.75)/Library Assistance(.25) Funds – Grade correction

REQUEST TO POST:

10. Public Works – Construction Project Manager – Vacated by Gerald Irish
11. Public Works – Automotive Mechanic – Vacated by Samuel Bruno

HUMAN RESOURCES ACTION ITEMS
AUGUST 9, 2022

DEPARTURES:

1. Debbie Fickel – Community Development – Zoning and Building Inspector – 08/12/22 – General Fund – DOH 10/30/95

NEW HIRES:

2. Richard Stone – Community Development – Zoning and Building Inspector – 08/29/22 – General Fund – Replacing Debbie Fickel
3. Deanna Hoffman – Sheriff's Office – 911 Dispatcher – 08/01/22 – General Fund – Replacing Megan Cook
4. Lacey Hamlett – Sheriff's Office – 911 Dispatcher – 08/15/22 – General Fund – Replacing Brooke Ortiz
5. Michael Howell – Sheriff's Office – Detention Officer – 08/15/22 – General Fund – Replacing Douglas Bassler
6. Teddy Cox – Sheriff's Office – Detention Officer – 08/15/22 – General Fund – Replacing Brandon Burgener
7. William Reynolds – Sheriff's Office – Detention Officer – 08/15/22 – General Fund – Replacing John Gonzales

DEPARTMENTAL TRANSFERS:

8. Isaiah Kesterson – Sheriff's Office – From Deputy Sheriff – To Detention Officer – 07/29/22 – General Fund – Replacing Isaiah Kesterson

OTHER ACTIONS:

9. John Fischbeck – Sheriff's Office – Deputy Sheriff – 07/19/22 – General Fund – Step increase
10. Tammie Mounce – Administrative Services – Administrative Clerk Senior – 07/04/22 – General Fund – Reclassification
11. Stevan Williams – Public Works – Engineering Technician – 07/28/22 – Public Works Fund – Special assignment

HUMAN RESOURCES ACTION ITEMS
AUGUST 16, 2022

DEPARTURES:

1. Dora Teresa Salazar – Treasurer’s Office – Accounting Clerk Specialist – 08/11/22 – General Fund – DOH 04/25/22

NEW HIRES:

2. Jordan Deatherage – Sheriff’s Office – 911 Dispatcher – 08/15/22 – General Fund – Replacing Madeline Belling
3. Holly James – Public Works – Part-Time Scalehouse Attendant – 08/29/22 – Recycling and Landfill Management Fund – Replacing Cindie Bright

TEMPORARY HIRES TO COUNTY SERVICES:

4. Michael Swinney – Facilities and Land Management – PT Building Maintenance Technician – 08/15/22 – Facilities Management Fund

OTHER ACTIONS:

5. Teri Stacey – Assessor’s Office – Property Appraiser 1 – 07/04/22 – General Fund – Salary correction

REQUEST TO POST:

6. Treasurer’s Office – Accounting Clerk Specialist – Vacated by Dora Teresa Salazar

HUMAN RESOURCES ACTION ITEMS
AUGUST 23, 2022

DEPARTURES:

1. Dorothy Little – Payson Justice Court – Justice of the Peace – 09/30/22 – General Fund – DOH 12/07/87
2. Ethan Morgan – Probation – Deputy Probation Officer II – 08/26/22 – State Aid Enhancement Fund – DOH 09/30/19
3. Scott Sullinger – Public Works – Vehicle and Equipment Mechanic Senior – 08/18/22 – Public Works Fund – DOH 04/11/22

NEW HIRES:

4. Donald Garvin – Payson Justice Court – From Judge Pro Tempore – To Justice of the Peace – 10/01/22 – General Fund – Replacing Dorothy Little
5. Tait Elkie – Payson Justice Court – Judge Pro Tempore – 8/16/22 – General Fund – Replacing Ronnie McDaniel

END PROBATIONARY PERIOD:

6. Adriean Rutledge – Clerk of Superior Court – Associate Jury Commissioner – 08/16/22 – General Fund

DEPARTMENTAL TRANSFERS:

7. Angelito Beltran – Public Works – From Automotive Service Worker – To Automotive Mechanic – 08/29/22 – General Fund – Replacing Samuel Bruno

OTHER ACTIONS:

8. Ruby Perez – Clerk of Superior Court – Accounting Clerk Specialist – 08/16/22 – General Fund – Extending probationary period an additional four months
9. Donald Garvin – Payson Justice Court – Judge Pro Tempore – 08/15/22 – General Fund – Compliance with ASRS 22-122
10. Sherwood Johnston – Payson Justice Court – Judge Pro Tempore – 08/15/22 – General Fund – Compliance with ASRS 22-122
11. Dan McKeen – Payson Justice Court – Judge Pro Tempore – 08/15/22 – General Fund – Compliance with ASRS 22-122
12. Lorissa Talamantes – Human Resources – From Human Resources Administrative Assistant – To Human Resources Assistant Senior – 08/29/22 – General Fund – Reclassification
13. Erica Raymond – Human Resources – From Human Resources Assistant Senior – To Human Resources Analyst – 08/29/22 – General Fund - Reclassification

REQUEST TO POST:

14. Public Works – Automotive Service Worker – Vacated by Angelito Beltran

HUMAN RESOURCES ACTION ITEMS
AUGUST 30, 2022

DEPARTURES:

1. Mikayla Sheer – Health and Emergency Services – Community Health Policy Analyst – 09/01/22 – Teen Pregnancy Prevention Services Fund – DOH 05/23/22
2. David Shaw Sr. – County Attorney’s Office – Diversion Program Administrator – 08/09/22 – Diversion Program CA Fund – DOH 09/10/18
3. Ruben Casillas – Public Works – Regional Roads Manager – 10/21/22 – Public Works Fund – DOH 09/01/75
4. Kaydance Tober – Finance – Summer Youth Participant – 07/15/22 – General Fund – DOH 06/06/22

NEW HIRES:

5. Joshua Crawford – Public Works – Road Maintenance and Landfill Equipment Operator – 08/29/22 – Recycling and Landfill Management Fund – Replacing Blake Bassett
6. Terry Ellicott – Public Works – Construction Project Manager – 09/12/22 – Public Works Fund – Replacing Christopher Hernandez

DEPARTMENTAL TRANSFERS:

7. Cutter Burgett – Public Works – From Road Maintenance Worker – To Road Maintenance and Landfill Equipment Operator – 08/29/22 – Public Works Fund – Replacing Geoff Little

OTHER ACTIONS:

8. Cody Thomason – Sheriff’s Office – Deputy Sheriff – 08/25/22 – General Fund – Step increase
9. Karrie Schaal – Probation – Administrative Clerk Specialist – 08/29/22 – From JCEF ERE Assistant Fund – To State Aid Enhancement Fund – Change in fund code
10. Barbara Romero – Probation – Administrative Clerk Specialist – 08/29/22 – From JCEF ERE Assistant Fund – To State Aid Enhancement Fund – Change in fund code
11. Daniel Lowe – Probation – Deputy Probation Officer IV – 08/29/22 – Various Funds – Change in fund code
12. Jay Boyer – Probation – Deputy Probation Officer IV – 08/29/22 – Various Funds – Change in fund code
13. Steve Lessard – Probation – Chief Probation Officer – 08/29/22 – From General(.91)/JCEF ERE Assistant(.09) Funds – To General(.91)/State Aid Enhancement(.09) Funds – Change in fund code

REQUEST TO POST:

14. Public Works – Vehicle and Equipment Mechanic Senior – Vacated by Scott Sullinger
15. Public Works – Regional Roads Manager – Vacated by Ruben Casillas

ARF-7563

Consent Agenda Item 4. H.

Regular BOS Meeting

Meeting Date: 09/20/2022

Reporting Period: August 1, 2022 - August 31, 2022

Submitted For: Amber Warden, Accounting Manager

Submitted By: Amber Warden, Accounting Manager

Information

Subject

Finance reports/demands/transfers for the reporting period of August 1, 2022, through August 31, 2022.

Suggested Motion

Approval of finance reports/demands/transfers for the reporting period of August 1, 2022, through August 31, 2022.

Attachments

Finance Report 08-01-22 to 08-31-22

Finance Report 08-01-22 to 08-31-22 Voids

Payment Register

From Payment Date: 8/1/2022 - To Payment Date: 8/31/2022

Number	Date	Payee Name	Transaction Amount
JP Morgan AP - JP Morgan Accounts Payable			
<u>Check</u>			
317105	08/01/2022	CenturyLink	\$1,355.43
317106	08/01/2022	Clark Arizona Legal Services PC	\$8,439.50
317107	08/01/2022	Community Alliance Consulting	\$480,308.00
317108	08/01/2022	Debrigida Law Offices PLLC	\$8,000.00
317109	08/01/2022	Dixon Rock & Materials LLC	\$13,440.00
317110	08/01/2022	Fire Fighters & Police Officers Cancer Insurance	\$2,200.00
317111	08/01/2022	Geiser, PLC, Raymond	\$8,000.00
317112	08/01/2022	Healthcare Medical Waste Services, Inc.	\$124.63
317113	08/01/2022	Interstate Copy Shop	\$62.30
317114	08/01/2022	James , Derek, C	\$7,840.00
317115	08/01/2022	Kenz & Leslie of Arizona, Inc.	\$37.69
317116	08/01/2022	King, Joanie , S	\$166.43
317117	08/01/2022	Language Connection	\$370.00
317118	08/01/2022	Lantz, Mariah	\$72.98
317119	08/01/2022	Law Office of David W Bell LLC	\$3,000.00
317120	08/01/2022	Law Office of Jerry B Derosé, P.C.	\$1,050.00
317121	08/01/2022	McLarty, Robert, G	\$50.73
317122	08/01/2022	Service Plus	\$525.00
317123	08/01/2022	Sparkletts Water	\$20.25
317124	08/01/2022	Stephen R. Jones Attorney at Law, PLLC	\$1,331.02
317125	08/01/2022	Trinity Services Group, Inc.	\$28,517.49
317126	08/01/2022	Tyler Technologies, Inc.	\$1,387.50
317127	08/01/2022	WILLIAMS, DEBRA, L	\$117.78
317128	08/02/2022	Cooper Lopez & Associates PLLC	\$2,507.50
317129	08/02/2022	DJ's Companies, Inc.	\$106.60
317130	08/02/2022	Geiser, PLC, Raymond	\$1,000.00
317131	08/02/2022	Gila County Government	\$2.68
317132	08/02/2022	Kesterson, Isaiah	\$200.00
317133	08/02/2022	Konica Minolta Business Solutions U.S.A. Inc.	\$4,885.79
317134	08/02/2022	Law Offices of Daniel Thulin, LLC	\$2,500.00

Payment Register

From Payment Date: 8/1/2022 - To Payment Date: 8/31/2022

317135	08/02/2022	UniFirst Corporation	\$97.26
317136	08/02/2022	US Imaging Inc.	\$246.44
317137	08/02/2022	Weaver, Nicole, L	\$111.92
317138	08/02/2022	Boltarez, Francisca , F	\$787.61
317139	08/03/2022	A P Fire Protection	\$1,006.00
317140	08/03/2022	Alliant Arizona Propane, LLC	\$16.81
317141	08/03/2022	Arizona Local Health Officers Association	\$800.00
317142	08/03/2022	Askew, Yvonne	\$120.00
317143	08/03/2022	Banner - University Medical Group	\$600.00
317144	08/03/2022	Banner Payson Medical Center	\$1,744.00
317145	08/03/2022	BENCH, RIKKI	\$705.00
317146	08/03/2022	Bernays, Michael, B	\$6,000.00
317147	08/03/2022	Bulman Miles Funeral Services	\$2,795.00
317148	08/03/2022	Canyon Country Design Inc	\$7,653.06
317149	08/03/2022	Cardinal Health 110, LLC	\$326.40
317150	08/03/2022	Center for Disease Detection	\$126.00
317151	08/03/2022	CenturyLink	\$665.17
317152	08/03/2022	CenturyLink Business Services	\$15,820.92
317153	08/03/2022	City of Globe	\$74.88
317154	08/03/2022	City of Globe	\$7,579.44
317155	08/03/2022	CMS Solutions	\$13,350.00
317156	08/03/2022	Data Storage Centers, Inc.	\$391.75
317157	08/03/2022	Diana G. Montgomery, PLLC	\$2,900.00
317158	08/03/2022	Dixon Rock & Materials LLC	\$21,550.00
317159	08/03/2022	DJ's Companies, Inc.	\$200.00
317160	08/03/2022	Emily Danies Attorney at Law, LLC	\$6,000.00
317161	08/03/2022	Empire Machinery	\$1,879.00
317162	08/03/2022	Gila Sweeping LLC	\$475.00
317163	08/03/2022	GlaxoSmithKline LLC	\$6,111.06
317164	08/03/2022	Griffin's Propane, Inc.	\$127.92
317165	08/03/2022	Guevara, Tammy, C	\$80.59
317166	08/03/2022	Guild Consulting LLC	\$30,000.00
317167	08/03/2022	Haverland, Mike , Lance	\$146.25
317168	08/03/2022	Heinfeld, Meech & Co., P.C.	\$7,135.00

Payment Register

From Payment Date: 8/1/2022 - To Payment Date: 8/31/2022

317169	08/03/2022	High Country Plumbing, Inc.	\$337.50
317170	08/03/2022	HonorHealth	\$760.00
317171	08/03/2022	Jani-Serv, Inc	\$16,727.23
317172	08/03/2022	JC Wordsmith Translation & Interpretation Inc.	\$1,195.00
317173	08/03/2022	Johnson Controls Security Solutions LLC	\$531.19
317174	08/03/2022	Konica Minolta Business Solutions U.S.A. Inc.	\$4,629.17
317175	08/03/2022	LBiSat LLC	\$152.00
317176	08/03/2022	LeClair Callhan Advertising, LLC	\$600.00
317177	08/03/2022	MAYNARD, CIRCE	\$55.94
317178	08/03/2022	McKesson Medical-Surgical Government Solutions LLC	\$385.16
317179	08/03/2022	Merck Sharp & Dohme Corp.	\$3,306.79
317180	08/03/2022	Morse, Suzanne, L	\$75.00
317181	08/03/2022	Old Main Storage	\$435.00
317182	08/03/2022	Pacheco, Joseph, G	\$33.11
317183	08/03/2022	Payson Roundup Newspaper	\$128.47
317184	08/03/2022	R&S Northeast LLC	\$180.10
317185	08/03/2022	Razor Thin Media, LLC	\$2,000.00
317186	08/03/2022	Ripple , Denice	\$1,081.90
317187	08/03/2022	Rohtert, Jannette, C	\$410.00
317188	08/03/2022	Samaritan Veterinary Center	\$208.00
317189	08/03/2022	Sanders Family Transport	\$850.00
317190	08/03/2022	Sanofi Pasteur Inc.	\$5,328.24
317191	08/03/2022	SCIBELLI, JESSICA	\$58.74
317192	08/03/2022	Shaw, Teryn	\$400.00
317193	08/03/2022	Southwest Gas	\$1,796.23
317194	08/03/2022	State of Arizona	\$117,767.00
317195	08/03/2022	State of Arizona	\$956.05
317196	08/03/2022	STRAIN, EDWIN, H	\$160.00
317197	08/03/2022	Swinney, Michael, A	\$180.00
317198	08/03/2022	T-Mobile USA Inc.	\$343.60
317199	08/03/2022	TDS Telecom	\$424.62
317200	08/03/2022	Tonto Basin Chamber of Commerce	\$25.00
317201	08/03/2022	Town of Miami	\$12,043.02
317202	08/03/2022	Town of Payson	\$1,556.21

Payment Register

From Payment Date: 8/1/2022 - To Payment Date: 8/31/2022

317203	08/03/2022	US POSTAL SERVICE POSTAGE BY PHONE	\$2,575.00
317204	08/03/2022	VERIZON WIRELESS	\$24,942.99
317205	08/03/2022	Voakes, Donald, R	\$333.33
317206	08/03/2022	Wist Office Products Company	\$47.75
317208	08/05/2022	AMERICAN FAMILY LIFE ASSURANCE COMPANY	\$3,579.42
317209	08/05/2022	ARIZONA LOCAL GOVT EMPLOYEE BENEFIT TRUST PRE	\$244,382.35
317210	08/05/2022	TAV ARIZONA STATE RETIREMENT SYSTEM	\$193,391.79
317211	08/05/2022	AZCOPS	\$13.50
317212	08/05/2022	CHILD SUPPORT SERVICES MONTANA	\$252.11
317213	08/05/2022	COLONIAL SUPPLEMENTAL INSURANCE	\$4,273.17
317214	08/05/2022	CORP - AOC	\$22,209.49
317215	08/05/2022	CORP - DISPATCHER	\$469.81
317216	08/05/2022	CORP Cancer Insurance Program	\$46.00
317217	08/05/2022	CORRECTIONS OFFICER RETIREMENT PLAN	\$7,458.68
317218	08/05/2022	ELECTED OFFICIALS DEFINED CONTRIBUTION	\$40.90
317219	08/05/2022	RETIREMENT ELECTED OFFICIALS RETIREMENT PLAN	\$15,085.98
317220	08/05/2022	EORP LEGACY	\$14,155.36
317221	08/05/2022	FABER AND BRAND LLC	\$65.37
317222	08/05/2022	FIDUCIARY TRUST COMPANY OF NEW HAMPSHIRE	\$437.50
317223	08/05/2022	FRATERNAL ORDER OF POLICE	\$144.32
317224	08/05/2022	GILSBAR FSA	\$1,708.35
317225	08/05/2022	GILSBAR HSA	\$3,225.39
317226	08/05/2022	JP MORGAN CHASE DOR	\$30,164.31
317227	08/05/2022	JP MORGAN CHASE FEDERAL TAX	\$81,370.06
317228	08/05/2022	JP MORGAN CHASE FICA EE	\$66,926.56
317229	08/05/2022	JP MORGAN CHASE FICA ER	\$66,926.56
317230	08/05/2022	JP MORGAN CHASE MEDICARE EE	\$15,803.86
317231	08/05/2022	JP MORGAN CHASE MEDICARE ER	\$15,803.86
317232	08/05/2022	METLIFE	\$400.00
317233	08/05/2022	MODERN WOODMEN OF AMERICA	\$7.17
317234	08/05/2022	NATIONWIDE RETIREMENT SOLUTIONS	\$4,268.16
317235	08/05/2022	NATIONWIDE RETIREMENT SOLUTIONS	\$3,971.63
317236	08/05/2022	NATIONWIDE TRUST Co FBO NRS	\$7,477.93
317237	08/05/2022	NORTHERN ARIZONA LAW ENFORCEMENT ASSOC	\$595.00

Payment Register

From Payment Date: 8/1/2022 - To Payment Date: 8/31/2022

317238	08/05/2022	PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM	\$18,234.29
317239	08/05/2022	SECURITY BENEFIT GROUP	\$2,343.33
317240	08/05/2022	SUPPORT PAYMENT CLEARINGHOUSE	\$2,461.02
317241	08/05/2022	WI SCTF	\$265.97
317242	08/05/2022	Action Automotive & Towing LLC	\$893.85
317243	08/05/2022	Affilion of Cobre Valley PLLC	\$1,171.39
317244	08/05/2022	Air Evac Services	\$5,594.00
317245	08/05/2022	Alden, Susan	\$105.00
317246	08/05/2022	Allen, George	\$48.00
317247	08/05/2022	Americana Polygraph & Private Investigation Svcs	\$525.00
317248	08/05/2022	Ardt, Douglas, M	\$145.00
317249	08/05/2022	Arizona Local Government Employee Benefit Trust	\$494,841.85
317250	08/05/2022	Arizona Public Service	\$51,274.12
317251	08/05/2022	Arizona Supreme Court	\$10,000.00
317252	08/05/2022	Armstrong Land Services Inc	\$1,000.00
317253	08/05/2022	AT&T MOBILITY LLC	\$42.17
317254	08/05/2022	Atomic Pest Control LLC	\$77.00
317255	08/05/2022	Baer, Jeffrey	\$120.00
317256	08/05/2022	Bailey, Randall, A	\$105.00
317257	08/05/2022	Barsness, Gregory	\$105.00
317258	08/05/2022	Belcher, Thomas, D	\$105.00
317259	08/05/2022	Boone, Cathy, Lou	\$105.00
317260	08/05/2022	Boyer, Roland, S	\$70.40
317261	08/05/2022	Brewer, Jeralyn	\$105.00
317262	08/05/2022	Britain, Rodney	\$155.00
317263	08/05/2022	Broeder, Charles	\$67.20
317264	08/05/2022	BROERE, CLAUDIA	\$105.00
317265	08/05/2022	Bryant, Jesse, R	\$38.40
317266	08/05/2022	Burnette , Vino	\$155.00
317267	08/05/2022	CALLAGHAN, MAX, A	\$38.40
317268	08/05/2022	Campos, Antonella	\$145.00
317269	08/05/2022	Campos, Patricia, A	\$155.00
317270	08/05/2022	CenturyLink	\$623.04
317271	08/05/2022	Channell, Regina	\$240.00

Payment Register

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317272	08/05/2022	CHICK, KATHERINE, L	\$105.00
317273	08/05/2022	Clouston, Donald, L	\$105.00
317274	08/05/2022	Clouston, Molly, A	\$105.00
317275	08/05/2022	Cobre Valley Regional Medical Center	\$4,902.64
317276	08/05/2022	Cobre Valley Regional Medical Center	\$181.39
317277	08/05/2022	Cobre Valley Regional Medical Center	\$2,781.11
317278	08/05/2022	Cockrell, Connie	\$155.00
317279	08/05/2022	Cole , Sarah, K	\$155.00
317280	08/05/2022	Comfort Systems USA (Southwest) Inc	\$25,591.00
317281	08/05/2022	Concentra Medical Centers	\$221.00
317282	08/05/2022	Cordant Health Solutions	\$932.55
317283	08/05/2022	Corvinus, Howard, R	\$105.00
317284	08/05/2022	County of Graham	\$56,850.00
317285	08/05/2022	Dease, Iona	\$1,080.00
317286	08/05/2022	DEMAIO, ANTONIO	\$860.00
317287	08/05/2022	Dice, Regina, K	\$105.00
317288	08/05/2022	Dietrich, Daryl	\$105.00
317289	08/05/2022	Downer, Benjamin, E	\$105.00
317290	08/05/2022	Dye, Shirley	\$105.00
317291	08/05/2022	EBY, CHARLES, J	\$105.00
317292	08/05/2022	Economy Inn	\$600.00
317293	08/05/2022	EDWARDS, PAUL, L	\$105.00
317294	08/05/2022	ELIA, KIM	\$105.00
317295	08/05/2022	Enders, Melva, J	\$41.60
317296	08/05/2022	Ennen, Virginia	\$105.00
317297	08/05/2022	FELDEN, ALICE	\$105.00
317298	08/05/2022	FELIX, GEORGE, FIGUEROA	\$105.00
317299	08/05/2022	FELIX, RACHEL	\$105.00
317300	08/05/2022	FLORES, LORI, A	\$105.00
317301	08/05/2022	Flowers, Rebecca	\$155.00
317302	08/05/2022	Foster, Rosalie	\$105.00
317303	08/05/2022	Gale	\$120.83
317304	08/05/2022	Garcia, Jose, Luis	\$110.00
317305	08/05/2022	Gila County Government	\$324.49

Payment Register

From Payment Date: 8/1/2022 - To Payment Date: 8/31/2022

317307	08/05/2022	GlaxoSmithKline LLC	\$1,843.53
317308	08/05/2022	Globe Mobile Home Park	\$1,350.00
317309	08/05/2022	Gonzales, Joseph, X	\$38.40
317310	08/05/2022	Gooday, Rosie, A	\$155.00
317311	08/05/2022	GreatAmerica Leasing Corporation	\$780.10
317312	08/05/2022	Hamill, Peni, L	\$105.00
317313	08/05/2022	HARGIS, SUSAN	\$105.00
317314	08/05/2022	Hathaway, James , D	\$105.00
317315	08/05/2022	Hawker & Evans Asphalt Inc	\$11,553.79
317316	08/05/2022	HERREN, CYNTHIA	\$105.00
317317	08/05/2022	Herzog, Judy, M	\$105.00
317318	08/05/2022	Hicks , Shane	\$171.20
317319	08/05/2022	Huggins, Ricki, S	\$64.00
317320	08/05/2022	Iron Mountain	\$710.35
317321	08/05/2022	JaLin Enterprises Inc.	\$890.40
317322	08/05/2022	JONES, DEBORAH, V	\$155.00
317323	08/05/2022	Jones, Lois	\$155.00
317324	08/05/2022	Jones, Robert	\$105.00
317325	08/05/2022	Juniper, Vanessa	\$105.00
317326	08/05/2022	KAHN, VERNA, M	\$105.00
317327	08/05/2022	Kayson, Marie, A	\$105.00
317328	08/05/2022	KENYON, CATHERINE, J	\$105.00
317329	08/05/2022	Key, Brenda, J	\$155.00
317330	08/05/2022	Kirch, Mark	\$244.00
317331	08/05/2022	KOCH, BETTY, SUZANNE	\$105.00
317332	08/05/2022	Konica Minolta Business Solutions U.S.A. Inc.	\$783.89
317333	08/05/2022	KS StateBank	\$169.13
317334	08/05/2022	Ladrigan, Richard	\$105.00
317335	08/05/2022	Leavens, Jerre, L	\$105.00
317336	08/05/2022	LeClair Callhan Advertising, LLC	\$3,000.00
317337	08/05/2022	LOVDAHL JR, RICHARD, H	\$105.00
317338	08/05/2022	Loving, Valerie	\$155.00
317339	08/05/2022	Lovins, MaryAnn	\$110.00
317340	08/05/2022	LOWE, KRISTIN	\$165.10

Payment Register

From Payment Date: 8/1/2022 - To Payment Date: 8/31/2022

317341	08/05/2022	Lupe, Randy	\$145.00
317342	08/05/2022	Martin, Christine	\$105.00
317343	08/05/2022	Mathis , Sharon, K	\$105.00
317344	08/05/2022	McKinney, Michael, Lynn	\$155.00
317345	08/05/2022	Medina, Jerri, L	\$105.00
317346	08/05/2022	Merck Sharp & Dohme Corp.	\$2,485.45
317347	08/05/2022	Modgliin, Lisa, M	\$120.00
317348	08/05/2022	Moorhead, Judith	\$51.20
317349	08/05/2022	Moorhead, Samuel	\$51.20
317350	08/05/2022	Mundy, Dixie	\$64.00
317351	08/05/2022	ODP Business Solutions, LLC	\$540.52
317352	08/05/2022	OffenderWatch	\$46.20
317353	08/05/2022	Orear, Frances, L	\$105.00
317354	08/05/2022	Pacheco, Joseph, G	\$44.80
317355	08/05/2022	Pacheco, Lacey, N	\$44.80
317356	08/05/2022	Paulus, Gayle	\$105.00
317357	08/05/2022	Payson Justice Court	\$9.00
317358	08/05/2022	PETTET, NANCY, J	\$105.00
317359	08/05/2022	Pope, Ubreka	\$105.00
317361	08/05/2022	Power , Victor, Owen	\$70.40
317362	08/05/2022	PRESTON, SPENCER, P	\$105.00
317363	08/05/2022	Rasmussen, James	\$105.00
317364	08/05/2022	Riley, Crystal	\$105.00
317365	08/05/2022	Rim Communications	\$1,500.91
317366	08/05/2022	ROBINSON, MARLANA, AMY	\$105.00
317367	08/05/2022	Rogers , Olga	\$70.40
317368	08/05/2022	Rogers, William, Thomas	\$70.40
317369	08/05/2022	Rowe, Maryann, L	\$155.00
317370	08/05/2022	RUIZ, GLORIA, D	\$155.00
317371	08/05/2022	RUPPVEEUT, PHILIP	\$105.00
317372	08/05/2022	Rural Physicians Group - Pannu, PLLC	\$188.79
317373	08/05/2022	Ryan, Pamela, C	\$105.00
317374	08/05/2022	San Carlos Apache Tribe	\$484.17
317375	08/05/2022	Satellite Phone Store	\$2,851.20

Payment Register

From Payment Date: 8/1/2022 - To Payment Date: 8/31/2022

317376	08/05/2022	Savage, Debora	\$41.60
317377	08/05/2022	Schiedewind , Kathryn	\$105.00
317378	08/05/2022	SCHULTZ, ROBERT, JOHN	\$105.00
317379	08/05/2022	Schwenk, Lynda	\$105.00
317380	08/05/2022	Shafferkoetter, Judy	\$155.00
317381	08/05/2022	SHEER, MIKAYLA	\$213.60
317382	08/05/2022	Shred-It	\$262.42
317383	08/05/2022	SHUGART, DOUGLAS, M	\$105.00
317384	08/05/2022	SHUGART, TERRY, COLLEEN	\$105.00
317385	08/05/2022	Singleton, Crystal	\$105.00
317386	08/05/2022	Skaggs Public Safety Uniforms & Equipment	\$1,270.72
317387	08/05/2022	Sluyter, Cheryl, L	\$38.40
317388	08/05/2022	Sparklight	\$148.07
317389	08/05/2022	Speer , Jack	\$60.80
317390	08/05/2022	Stroud, Barbara	\$105.00
317391	08/05/2022	Thermo-Fluids, Inc.	\$25.00
317392	08/05/2022	Thompson, Catherine, Jean	\$105.00
317393	08/05/2022	Thompson, Elton	\$105.00
317394	08/05/2022	Tolle, Judith	\$105.00
317395	08/05/2022	Tonto Rim Search & Rescue Squad Inc.	\$229.65
317396	08/05/2022	Triplet Mountain Communications, Inc.	\$6,048.07
317397	08/05/2022	Truax, Larue	\$105.00
317398	08/05/2022	TURTCHIN, JOHN, F	\$105.00
317399	08/05/2022	Tyler Technologies, Inc.	\$187.50
317400	08/05/2022	UniFirst Corporation	\$319.10
317401	08/05/2022	Uribe, Elijah, K	\$70.40
317402	08/05/2022	Valenzuela, Jenny	\$48.00
317403	08/05/2022	Van Keuren, Denise, D	\$105.00
317404	08/05/2022	Via, Harley, J	\$105.00
317405	08/05/2022	VM HEALTH INITIATIVES LLC	\$124.78
317406	08/05/2022	Waddell, Gloria, A	\$110.00
317407	08/05/2022	Waste Management of Arizona, Inc.	\$393.56
317408	08/05/2022	Waters Sparkletts of Payson, LLC	\$49.50
317409	08/05/2022	WATTS, ROSE, A	\$155.00

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317410	08/05/2022	Weintraut, Philip	\$105.00
317411	08/05/2022	Westwood Pharmacy	\$9,595.05
317412	08/05/2022	WILCOX, DAVID, E	\$105.00
317413	08/05/2022	Williams, Eddie	\$105.00
317414	08/05/2022	Williams, Stevan	\$67.20
317415	08/05/2022	Wowza LLC	\$101,777.76
317416	08/08/2022	Arizona Department of Administration	\$2,881.27
317417	08/08/2022	Arizona Supreme Court	\$3,740.00
317418	08/08/2022	Arizona Supreme Court	\$1,487.02
317419	08/08/2022	Arizona Supreme Court	\$1,801.56
317420	08/08/2022	Cobre Valley Publishing	\$409.20
317421	08/08/2022	Cobre Valley Regional Medical Center	\$15,191.00
317422	08/08/2022	Dollywood Foundation	\$2,707.18
317423	08/08/2022	Gila County Government	\$287,293.35
317424	08/08/2022	Jonathan L. Warshaw	\$6,000.00
317425	08/08/2022	Language Connection	\$422.50
317426	08/08/2022	Messinger Payson Funeral Home	\$435.00
317427	08/08/2022	Pine-Strawberry Water Improvement District	\$82.86
317428	08/08/2022	Rives, Larry, Leroy	\$632.06
317429	08/08/2022	Salt River Project	\$1,792.75
317430	08/08/2022	Sonoran Radiology Ltd	\$1,019.92
317431	08/08/2022	SPOK, Inc.	\$206.08
317432	08/08/2022	State of Arizona	\$52,991.46
317433	08/08/2022	Suddenlink	\$1,000.00
317434	08/08/2022	Suddenlink	\$114.45
317435	08/08/2022	THE ARIZONA REPUBLIC	\$66.83
317436	08/08/2022	Tri-City Fire District	\$5,264.65
317437	08/08/2022	Vaishville, Denise, R	\$229.60
317438	08/09/2022	Hayes Enterprises, Inc	\$10,000.00
317440	08/09/2022	State of Arizona	\$43.00
317441	08/09/2022	ADVANCED ACCIDENT RECONSTRUCTION & ANIMATION	\$21,668.75
317442	08/09/2022	APIC Solutions, Inc.	\$159,528.97
317443	08/09/2022	Arizona Department of Revenue	\$77.91
317444	08/09/2022	Arizona Public Service	\$499.23

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317445	08/09/2022	Arizona State Prison Globe	\$535.00
317446	08/09/2022	Barefoot, Marion, J	\$550.40
317447	08/09/2022	Brightly Software, Inc.	\$1,974.77
317448	08/09/2022	Broeder, Charles	\$307.20
317449	08/09/2022	Carahsoft Technology Corporation	\$624.43
317450	08/09/2022	CenturyLink	\$413.96
317451	08/09/2022	CenturyLink	\$617.43
317452	08/09/2022	Cobre Valley Publishing	\$456.51
317453	08/09/2022	Gila County Government	\$10,000.00
317454	08/09/2022	Gila County Government	\$259.34
317455	08/09/2022	Green Valley Water	\$15.00
317456	08/09/2022	Hamill, Peni, L	\$217.60
317457	08/09/2022	Haverland, Mike , Lance	\$120.00
317458	08/09/2022	HealthEquity, Inc	\$205.85
317459	08/09/2022	Language Line Services, Inc.	\$110.92
317460	08/09/2022	Law Office of John S. Perlman, LLC	\$2,222.50
317461	08/09/2022	Maxim Staffing Solutions	\$2,160.00
317462	08/09/2022	Merck Sharp & Dohme Corp.	\$10,181.87
317463	08/09/2022	Moorhead, Judith	\$773.76
317464	08/09/2022	Moorhead, Samuel	\$773.76
317465	08/09/2022	Mundy, Dixie	\$770.56
317466	08/09/2022	NORTHSTAR SURVEYING INC	\$8.00
317467	08/09/2022	Oddonetto Construction	\$30,202.38
317468	08/09/2022	Ong, Siew, C	\$340.00
317469	08/09/2022	Payson Justice Court	\$4.40
317470	08/09/2022	Pegboard	\$2,000.00
317471	08/09/2022	Pinal County	\$15,615.00
317472	08/09/2022	Porter, Peggy	\$99.20
317473	08/09/2022	QUEZADA, DANNY	\$38.40
317474	08/09/2022	Rogers, David	\$140.00
317475	08/09/2022	Rogers, William, Thomas	\$773.76
317476	08/09/2022	RWC International, LTD	\$3,984.84
317477	08/09/2022	Sanofi Pasteur Inc.	\$2,144.54
317478	08/09/2022	Senergy Petroleum	\$36,393.44

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317479	08/09/2022	Sims Mackin LTD	\$1,710.00
317480	08/09/2022	Singleton, Crystal	\$275.20
317481	08/09/2022	Sparklight	\$748.26
317482	08/09/2022	Speer, Patrick, A	\$70.40
317483	08/09/2022	State of Arizona	\$32,423.55
317484	08/09/2022	State of Arizona	\$8.00
317485	08/09/2022	State of Arizona	\$1,800.00
317486	08/09/2022	Suddenlink	\$1,629.61
317487	08/09/2022	Swinney, Michael, A	\$144.00
317488	08/09/2022	UniFirst Corporation	\$114.42
317489	08/09/2022	Waste Management of Arizona, Inc.	\$203.21
317490	08/09/2022	Western Reprographics, LLC	\$87.07
317491	08/10/2022	Haverland, Mike , Lance	\$112.50
317492	08/10/2022	Action Automotive & Towing LLC	\$150.20
317493	08/10/2022	Arizona Local Government Employee Benefit Trust	\$500,067.48
317494	08/10/2022	Bank of the West	\$179.73
317495	08/10/2022	Canyon Country Design Inc	\$4,856.52
317496	08/10/2022	CDW Government	\$23,523.90
317497	08/10/2022	CenturyLink	\$301.98
317498	08/10/2022	Channell, Regina	\$240.00
317499	08/10/2022	City of Globe	\$4,200.00
317500	08/10/2022	Cobre Valley Publishing	\$1,400.00
317501	08/10/2022	Empire Southwest LLC	\$9,902.61
317502	08/10/2022	Fiesta Business Products	\$1,397.40
317503	08/10/2022	JaLin Enterprises Inc.	\$890.40
317504	08/10/2022	Jellison Law Offices PLLC	\$1,693.50
317505	08/10/2022	MOSES, DACEY	\$105.00
317506	08/10/2022	Nelson, Timothy	\$6,000.00
317507	08/10/2022	Payson Roundup Newspaper	\$992.80
317508	08/10/2022	Prine, Dorine	\$300.00
317509	08/10/2022	Ripple , Denice	\$1,081.90
317510	08/10/2022	Smith, Stephen, B	\$16,953.51
317511	08/10/2022	Sparklight	\$2,905.42
317512	08/10/2022	State of Arizona	\$5,500.00

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317513	08/10/2022	Thermo-Fluids, Inc.	\$83.71
317514	08/10/2022	Thomson Reuters West	\$3,156.14
317515	08/10/2022	Town of Payson	\$50.22
317516	08/10/2022	Trinity Services Group, Inc.	\$32,909.92
317517	08/10/2022	UniFirst Corporation	\$36.01
317518	08/10/2022	Waters Sparkletts of Payson, LLC	\$60.00
317519	08/11/2022	Advanced Controls Corporation	\$490.00
317520	08/11/2022	Arizona Counties Insurance Pool	\$13,652.56
317521	08/11/2022	Arizona Department of Revenue	\$1,708.28
317522	08/11/2022	Arizona Public Service	\$1,377.06
317523	08/11/2022	Atomic Pest Control LLC	\$210.00
317524	08/11/2022	BI Inc	\$1,661.05
317525	08/11/2022	Braddock, Karrol, L	\$171.77
317526	08/11/2022	Branson, Timothy	\$234.96
317527	08/11/2022	Bryant, Jesse, R	\$18.25
317528	08/11/2022	Carlson, Christina	\$77.43
317529	08/11/2022	CenturyLink	\$1,257.72
317530	08/11/2022	Copper State Sanitation, Inc	\$1,160.00
317531	08/11/2022	County of Yavapai	\$22,500.00
317532	08/11/2022	CRM of America LLC	\$2,502.04
317533	08/11/2022	Digital Imaging Systems, LLC	\$461.19
317534	08/11/2022	Family Transitions	\$2,331.00
317535	08/11/2022	FISCHBECK, JOHN	\$151.40
317536	08/11/2022	Gerard , Cristie , A	\$159.76
317537	08/11/2022	Gila County Government	\$617.16
317538	08/11/2022	Gregan & Associates	\$6,000.00
317539	08/11/2022	Guevara, Tammy, C	\$32.96
317540	08/11/2022	Hansen, Rachel	\$25.00
317541	08/11/2022	Hernandez, Sylvia , A	\$645.39
317542	08/11/2022	HOV Services Inc.	\$1,439.38
317543	08/11/2022	Konica Minolta Business Solutions U.S.A. Inc.	\$174.78
317544	08/11/2022	Language Line Services, Inc.	\$93.78
317545	08/11/2022	LATHROP, KAYLE	\$209.59
317546	08/11/2022	Llewellyn, Lana	\$95.23

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317547	08/11/2022	McKesson Medical-Surgical Government Solutions LLC	\$89.69
317548	08/11/2022	Pacheco, Joseph, G	\$26.17
317549	08/11/2022	Payson Magistrate Court	\$18.42
317550	08/11/2022	Pegboard	\$530.60
317551	08/11/2022	Policy Development Group Inc.	\$5,000.00
317552	08/11/2022	Romero, Barbara	\$20.18
317553	08/11/2022	Sanofi Pasteur Inc.	\$7,812.49
317554	08/11/2022	Sneezy, Monika, N	\$103.24
317555	08/11/2022	State of Arizona	\$24,453.00
317556	08/11/2022	Thomson Reuters West	\$613.97
317557	08/11/2022	Tioga Solor Gila, LLC	\$9,835.44
317558	08/11/2022	Trimble, Kalen	\$72.09
317559	08/11/2022	UniFirst Corporation	\$103.86
317560	08/11/2022	Wolak, David	\$461.92
317561	08/15/2022	Atomic Pest Control LLC	\$225.00
317562	08/15/2022	Banner - University Medical Group	\$1,050.00
317563	08/15/2022	C&M Communications LLC	\$304.81
317564	08/15/2022	Carahsoft Technology Corporation	\$117.56
317565	08/15/2022	CenturyLink	\$294.74
317566	08/15/2022	City of Globe	\$700.00
317567	08/15/2022	Collins & Collins, Attorneys At Law, LLP	\$9,954.00
317568	08/15/2022	Daisy Flores Law & Associates, P.C.	\$140.00
317569	08/15/2022	Dell Marketing LP	\$41,515.97
317570	08/15/2022	Dixon Rock & Materials LLC	\$6,720.00
317571	08/15/2022	Fiesta Business Products	\$335.41
317572	08/15/2022	FX Tactical LLC	\$518.88
317573	08/15/2022	Hayes Enterprises, Inc	\$10,000.00
317574	08/15/2022	Hot Topic Printing LLC	\$1,490.55
317575	08/15/2022	Kesterson, Isaiah	\$400.00
317576	08/15/2022	Lionbridge Technologies, Inc	\$18.36
317577	08/15/2022	Maxim Staffing Solutions	\$3,240.00
317578	08/15/2022	Messinger Payson Funeral Home	\$1,216.33
317579	08/15/2022	Oasis Print Services	\$1,091.72
317580	08/15/2022	Payson Rodeo Committee, Inc.	\$15,000.00

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317581	08/15/2022	Personnel Safety Enterprises, Inc	\$404.30
317582	08/15/2022	Pride Plumbing	\$3,100.00
317583	08/15/2022	Reyes, Edward, A	\$33.25
317584	08/15/2022	Ripple , Denice	\$2,785.30
317585	08/15/2022	Southwest Gas	\$29.96
317586	08/15/2022	State of Arizona	\$6,371.33
317587	08/15/2022	State of Arizona	\$520.45
317588	08/15/2022	Trimble, Kalen	\$72.09
317589	08/15/2022	UniFirst Corporation	\$181.25
317590	08/15/2022	US Imaging Inc.	\$254.12
317591	08/16/2022	State of Arizona	\$43.00
317592	08/16/2022	State of Arizona	\$43.00
317593	08/16/2022	Tonto Rim Search & Rescue Squad Inc.	\$110.64
317594	08/16/2022	Tonto Rim Search & Rescue Squad Inc.	\$107.63
317595	08/16/2022	Advanced Controls Corporation	\$577.50
317596	08/16/2022	Arizona Public Service	\$829.28
317597	08/16/2022	Arizona State Prison Globe	\$95.00
317598	08/16/2022	Atomic Pest Control LLC	\$165.00
317599	08/16/2022	Belling, Madeline, M	\$865.00
317600	08/16/2022	BLOOD ALCOHOL TESTING & CONSULTING LLC	\$475.00
317601	08/16/2022	Boyer, Roland, S	\$340.00
317602	08/16/2022	CenturyLink	\$152.75
317603	08/16/2022	Chambers, Bryan, B	\$72.10
317604	08/16/2022	Cobre Valley Regional Medical Center	\$30.00
317605	08/16/2022	County of Yavapai	\$28,600.00
317606	08/16/2022	Guenther, Karol	\$340.00
317607	08/16/2022	Haverland, Mike , Lance	\$120.00
317608	08/16/2022	HLP, Inc.	\$11.90
317609	08/16/2022	Kenz & Leslie of Arizona, Inc.	\$477.61
317610	08/16/2022	Kerszykowski, Leonard, G	\$175.00
317611	08/16/2022	Konica Minolta Business Solutions U.S.A. Inc.	\$342.19
317612	08/16/2022	LAFAVE, RYAN	\$25.00
317613	08/16/2022	McLarty, Robert, G	\$243.17
317614	08/16/2022	Power , Victor, Owen	\$480.00

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317615	08/16/2022	Samaritan Veterinary Center	\$1,370.00
317616	08/16/2022	Senenergy Petroleum	\$8,052.83
317617	08/16/2022	Shaw, Teryn	\$200.00
317618	08/16/2022	Sparklight	\$190.69
317619	08/16/2022	Suddenlink	\$146.58
317620	08/16/2022	Swinney, Michael, A	\$144.00
317621	08/16/2022	Tarango, James, G	\$480.00
317622	08/16/2022	TDS Telecom	\$116.82
317623	08/16/2022	VALGENTO, JESSICA	\$110.36
317624	08/16/2022	Western Reprographics, LLC	\$51.73
317625	08/16/2022	Wright , Timothy	\$360.45
317627	08/19/2022	AMERICAN FAMILY LIFE ASSURANCE COMPANY	\$3,579.42
317628	08/19/2022	ARIZONA LOCAL GOVT EMPLOYEE BENEFIT TRUST PRE	\$248,619.94
317629	08/19/2022	TAX ARIZONA STATE RETIREMENT SYSTEM	\$194,433.94
317630	08/19/2022	AZCOPS	\$13.50
317631	08/19/2022	CHILD SUPPORT SERVICES MONTANA	\$252.11
317632	08/19/2022	COLONIAL SUPPLEMENTAL INSURANCE	\$4,246.29
317633	08/19/2022	CORP - AOC	\$22,211.70
317634	08/19/2022	CORP - DISPATCHER	\$469.81
317635	08/19/2022	CORP Cancer Insurance Program	\$50.00
317636	08/19/2022	CORRECTIONS OFFICER RETIREMENT PLAN	\$7,376.55
317637	08/19/2022	ELECTED OFFICIALS DEFINED CONTRIBUTION	\$40.90
317638	08/19/2022	RETIREMENT ELECTED OFFICIALS RETIREMENT PLAN	\$15,085.98
317639	08/19/2022	EORP LEGACY	\$14,155.36
317640	08/19/2022	FABER AND BRAND LLC	\$65.37
317641	08/19/2022	FIDUCIARY TRUST COMPANY OF NEW HAMPSHIRE	\$437.50
317642	08/19/2022	FRATERNAL ORDER OF POLICE	\$144.32
317643	08/19/2022	GILSBAR FSA	\$1,708.35
317644	08/19/2022	GILSBAR HSA	\$3,225.39
317645	08/19/2022	JP MORGAN CHASE DOR	\$30,954.17
317646	08/19/2022	JP MORGAN CHASE FEDERAL TAX	\$84,371.05
317647	08/19/2022	JP MORGAN CHASE FICA EE	\$68,264.51
317648	08/19/2022	JP MORGAN CHASE FICA ER	\$68,264.51
317649	08/19/2022	JP MORGAN CHASE MEDICARE EE	\$16,116.68

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317650	08/19/2022	JP MORGAN CHASE MEDICARE ER	\$16,116.68
317651	08/19/2022	METLIFE	\$400.00
317652	08/19/2022	MODERN WOODMEN OF AMERICA	\$7.17
317653	08/19/2022	NATIONWIDE RETIREMENT SOLUTIONS	\$4,268.16
317654	08/19/2022	NATIONWIDE RETIREMENT SOLUTIONS	\$3,925.00
317655	08/19/2022	NATIONWIDE TRUST Co FBO NRS	\$7,858.55
317656	08/19/2022	NORTHERN ARIZONA LAW ENFORCEMENT ASSOC	\$577.50
317657	08/19/2022	PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM	\$18,476.34
317658	08/19/2022	SECURITY BENEFIT GROUP	\$2,343.33
317659	08/19/2022	SUPPORT PAYMENT CLEARINGHOUSE	\$2,107.52
317660	08/19/2022	THUNDERBIRD COLLECTION SPEC INC	\$690.43
317661	08/19/2022	WI SCTF	\$265.97
317662	08/17/2022	Apache Mobile Home & RV Park LLC	\$320.00
317663	08/17/2022	Arizona Department of Revenue	\$430.92
317664	08/17/2022	ASAP Serve LLC	\$79.00
317665	08/17/2022	CenturyLink	\$542.04
317666	08/17/2022	Cobre Village Apartments	\$1,077.40
317667	08/17/2022	County Supervisors Association of Arizona	\$230.00
317668	08/17/2022	CRM of America LLC	\$7,548.40
317669	08/17/2022	Dibble Engineering	\$3,800.00
317670	08/17/2022	FedEx	\$13.60
317671	08/17/2022	Freightliner of Arizona, LLC	\$138.57
317672	08/17/2022	GIBSON, BONITA, OLIVIA	\$177.14
317673	08/17/2022	Golden, Mike	\$150.00
317674	08/17/2022	Interior Solutions	\$3,022.96
317675	08/17/2022	JaLin Enterprises Inc.	\$890.40
317676	08/17/2022	Johnson Controls Security Solutions LLC	\$97.40
317677	08/17/2022	Merck Sharp & Dohme Corp.	\$1,754.64
317678	08/17/2022	Messinger Payson Funeral Home	\$574.01
317679	08/17/2022	ODP Business Solutions, LLC	\$268.72
317680	08/17/2022	Pontel, Susan, A	\$200.00
317681	08/17/2022	ProForce Law Enforcement	\$4,102.16
317682	08/17/2022	Quadient Leasing USA, Inc.	\$183.71
317683	08/17/2022	Quality Pumping	\$419.01

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317684	08/17/2022	Saguaro Diving & Sports Inc.	\$5,338.86
317685	08/17/2022	Sanders Family Transport	\$1,275.00
317686	08/17/2022	Sheppard, Marian, E	\$7,491.00
317687	08/17/2022	Swank Movie Licensing USA	\$1,600.00
317688	08/17/2022	Tonto Rim Search & Rescue Squad Inc.	\$156.43
317689	08/17/2022	Victor, Arlene	\$20.00
317690	08/24/2022	Arizona Public Service	\$5,281.67
317691	08/24/2022	Arizona Supreme Court	\$469.15
317692	08/24/2022	Arizona Supreme Court	\$200.00
317693	08/24/2022	Arizona Supreme Court	\$100.00
317694	08/24/2022	Arizona Water Company	\$66.45
317695	08/24/2022	AT&T	\$11.46
317696	08/24/2022	Banner Payson Medical Center	\$75.00
317697	08/24/2022	Bose Public Affairs Group LLC	\$7,000.00
317698	08/24/2022	C&M Communications LLC	\$403.99
317699	08/24/2022	Cadue, Angela	\$48.29
317700	08/24/2022	Carlson, Christina	\$368.07
317701	08/24/2022	CDW Government	\$112,246.40
317702	08/24/2022	CenturyLink	\$1,323.57
317703	08/24/2022	CenturyLink Business Services	\$16,199.18
317704	08/24/2022	Channell, Regina	\$240.00
317705	08/24/2022	County Supervisors Association of Arizona	\$460.00
317706	08/24/2022	Dixon Rock & Materials LLC	\$8,220.00
317707	08/24/2022	Economy Inn	\$400.00
317708	08/24/2022	Family Transitions	\$1,550.00
317709	08/24/2022	FedEx	\$40.46
317710	08/24/2022	Globe Marketplace LP	\$2,952.40
317711	08/24/2022	Green Valley Water	\$362.73
317712	08/24/2022	Haverland, Mike , Lance	\$105.00
317713	08/24/2022	Huddleston, James, E	\$140.00
317714	08/24/2022	International Institute of Municipal Clerks	\$330.00
317715	08/24/2022	JaLin Enterprises Inc.	\$890.40
317716	08/24/2022	King, Joanie , S	\$373.36
317717	08/24/2022	Konica Minolta Business Solutions U.S.A. Inc.	\$1,400.36

Payment Register

From Payment Date: 8/1/2022 - To Payment Date: 8/31/2022

317718	08/24/2022	Language Connection	\$370.00
317719	08/24/2022	Lantz, Mariah	\$145.06
317720	08/24/2022	Larkin, Paul, R	\$135.28
317721	08/24/2022	MCI Communication Services, Inc.	\$38.08
317722	08/24/2022	Messinger Payson Funeral Home	\$2,691.85
317723	08/24/2022	Northstar Transport LLC	\$1,700.00
317724	08/24/2022	ODP Business Solutions, LLC	\$170.26
317725	08/24/2022	OffenderWatch	\$35.00
317726	08/24/2022	Partly Cloudy LLC	\$10,000.00
317727	08/24/2022	Postnet	\$19.71
317728	08/24/2022	Quality Pumping	\$186.32
317729	08/24/2022	R&M Repeater	\$214.57
317730	08/24/2022	R&S Northeast LLC	\$94.30
317731	08/24/2022	Ripple , Denice	\$725.40
317732	08/24/2022	RUTLEDGE, ADRIEAN	\$23.68
317733	08/24/2022	Sanofi Pasteur Inc.	\$7,132.08
317734	08/24/2022	SATATHITE, KENNETH	\$130.00
317735	08/24/2022	Segletes, Regina	\$182.75
317736	08/24/2022	Senergy Petroleum	\$27,228.26
317737	08/24/2022	Southwest Gas	\$29.38
317738	08/24/2022	Southwest Gas	\$168.90
317739	08/24/2022	Sparklight	\$355.87
317740	08/24/2022	SPOK, Inc.	\$15.85
317741	08/24/2022	Stanley Convergent Security Solutions	\$1,509.00
317742	08/24/2022	State of Arizona	\$9.60
317743	08/24/2022	State of Arizona	\$10.00
317744	08/24/2022	State of Arizona	\$10.00
317745	08/24/2022	TDS Telecom	\$209.88
317746	08/24/2022	TDS Telecom	\$424.62
317747	08/24/2022	Tonto Basin Chamber of Commerce	\$25.00
317748	08/24/2022	Trimble, Kalen	\$72.09
317749	08/24/2022	UniFirst Corporation	\$425.16
317750	08/24/2022	US Imaging Inc.	\$225.64
317751	08/24/2022	VERIZON WIRELESS	\$25,878.41

Payment Register

From Payment Date: 8/1/2022 - To Payment Date: 8/31/2022

317752	08/24/2022	Waters Sparkletts of Payson, LLC	\$44.00
317753	08/24/2022	Western Technologies Inc.	\$3,900.00
317754	08/24/2022	JP MORGAN CHASE DOR	\$26.51
317755	08/24/2022	JP MORGAN CHASE FICA EE	\$66.92
317756	08/24/2022	JP MORGAN CHASE FICA ER	\$66.92
317757	08/24/2022	JP MORGAN CHASE MEDICARE EE	\$15.65
317758	08/24/2022	JP MORGAN CHASE MEDICARE ER	\$15.65
317759	08/24/2022	IVY FUNDS	\$567.50
317760	08/24/2022	IVY FUNDS	\$567.50
317761	08/24/2022	IVY FUNDS	\$537.50
317762	08/25/2022	A Foreign Language Service	\$170.00
317763	08/25/2022	Alliant Arizona Propane, LLC	\$233.60
317764	08/25/2022	Askew, Yvonne	\$120.00
317765	08/25/2022	C&M Communications LLC	\$117.29
317766	08/25/2022	Carrizo Apache Assembly of God	\$150.00
317767	08/25/2022	CenturyLink	\$105.54
317768	08/25/2022	Christopher Creek Community Bible Fellowship	\$150.00
317769	08/25/2022	East Verde Baptist Church	\$150.00
317770	08/25/2022	Expedition Church	\$150.00
317771	08/25/2022	FIRST BAPTIST CHURCH OF PINE	\$150.00
317772	08/25/2022	Gale	\$325.46
317773	08/25/2022	Gila House Inc	\$47,000.00
317774	08/25/2022	HonorHealth	\$1,520.00
317775	08/25/2022	ICS Jail Supplies Inc	\$26,800.00
317776	08/25/2022	JW Fansler Resources LLC	\$770.00
317777	08/25/2022	Konica Minolta Business Solutions U.S.A. Inc.	\$1,690.55
317778	08/25/2022	Maxim Staffing Solutions	\$5,400.00
317779	08/25/2022	Morse, Suzanne, L	\$100.00
317780	08/25/2022	Mount Cross Lutheran Church	\$175.00
317781	08/25/2022	Payson First Church of the Nazarene	\$150.00
317782	08/25/2022	Ricoh USA, Inc.	\$107.05
317783	08/25/2022	Rim View Community Church	\$150.00
317784	08/25/2022	Rohtert, Jannette, C	\$571.43
317785	08/25/2022	Roosevelt Baptist Church	\$150.00

Payment Register

From Payment Date: 8/1/2022 - To Payment Date: 8/31/2022

317786	08/25/2022	Scott, John	\$73.28
317787	08/25/2022	Security Transport Services, Inc.	\$1,186.51
317788	08/25/2022	Skaggs Public Safety Uniforms & Equipment	\$5,124.51
317789	08/25/2022	Sparkletts Water	\$921.00
317790	08/25/2022	Tonto Basin Chamber of Commerce	\$100.00
317791	08/25/2022	UniFirst Corporation	\$238.91
317792	08/25/2022	VERIZON WIRELESS	\$1,656.17
317793	08/25/2022	Waters Sparkletts of Payson, LLC	\$15.00
317794	08/25/2022	Wisdom, Edward, E	\$245.60
317795	08/26/2022	Arizona Public Service	\$49,560.22
317796	08/26/2022	Brunson, Jeremy, L	\$150.00
317797	08/26/2022	Channell, Regina	\$720.00
317798	08/26/2022	Gila County Community College	\$250,000.00
317799	08/26/2022	Healthcare Medical Waste Services, Inc.	\$162.63
317800	08/26/2022	JE Fuller/Hydrology & Geomorphology, Inc	\$72,438.84
317801	08/26/2022	JONES, LINDA , K	\$294.56
317802	08/26/2022	Kimley-Horn & Associates, Inc.	\$4,250.03
317803	08/26/2022	Konica Minolta Business Solutions U.S.A. Inc.	\$1,008.73
317804	08/26/2022	LEGAL AND LIABILITY RISK MANAGEMENT INSTITUTE	\$350.00
317805	08/26/2022	MTE Communications	\$315.64
317806	08/26/2022	Nader, Emily	\$532.44
317807	08/29/2022	Allegiance Builders LLC	\$11,041.00
317808	08/29/2022	Arizona Elite Commercial	\$2,762.19
317809	08/29/2022	Arizona Water Company	\$274.46
317810	08/29/2022	Barry A. Standifird P.C.	\$9,000.00
317811	08/29/2022	C&M Communications LLC	\$3,128.17
317812	08/29/2022	CenturyLink	\$1,176.90
317813	08/29/2022	CenturyLink Business Services	\$2,249.72
317814	08/29/2022	Diversified Flooring Services - Phoenix, LLC	\$13,393.61
317815	08/29/2022	Haverland, Mike , Lance	\$105.00
317816	08/29/2022	HOV Services Inc.	\$1,266.00
317817	08/29/2022	JE Fuller/Hydrology & Geomorphology, Inc	\$3,235.25
317818	08/29/2022	Konica Minolta Business Solutions U.S.A. Inc.	\$1,792.94
317819	08/29/2022	Multitech	\$90.00

Payment Register

From Payment Date: 8/1/2022 - To Payment Date: 8/31/2022

317820	08/29/2022	ODP Business Solutions, LLC	\$71.07
317821	08/29/2022	Oil Price Information Service, LLC	\$553.90
317822	08/29/2022	Payson Senior Center Inc	\$3,044.72
317823	08/29/2022	PITNEY BOWES INC	\$37.81
317824	08/29/2022	Pleasant Valley Community Medical Center	\$300.00
317825	08/29/2022	Ripple , Denice	\$785.40
317826	08/29/2022	Senenergy Petroleum	\$24,760.59
317827	08/29/2022	Sparkletts Water	\$70.00
317828	08/29/2022	Sparklight	\$233.43
317829	08/29/2022	State of Arizona	\$225.84
317830	08/29/2022	TBS Waste LLC	\$126.50
317831	08/29/2022	Thyssenkrupp Elevator Corporation	\$786.86
317832	08/29/2022	UniFirst Corporation	\$67.48
317833	08/29/2022	Voakes, Donald, R	\$333.33
317834	08/30/2022	Arizona Water Company	\$1,657.75
317835	08/30/2022	AT&T	\$33.64
317836	08/30/2022	Belling, Madeline, M	\$790.00
317837	08/30/2022	Fox Law Group PC	\$1,200.00
317838	08/30/2022	Globe-Miami Elks #489	\$150.00
317839	08/30/2022	Messinger Payson Funeral Home	\$1,290.34
317840	08/30/2022	Pima County Government	\$20.00
317841	08/30/2022	Porter, Peggy	\$145.00
317842	08/30/2022	Sanofi Pasteur Inc.	\$8,544.30
317843	08/30/2022	Southwest Gas	\$1,840.18
317844	08/30/2022	Sparkletts Water	\$63.00
317845	08/30/2022	State of Arizona	\$27,798.00
317846	08/30/2022	Stephen R. Jones Attorney at Law, PLLC	\$3,857.30
317847	08/30/2022	T-Mobile USA Inc.	\$66.06
317848	08/30/2022	THE OWENS LAW FIRM PLC	\$3,600.00
317849	08/31/2022	Reardon, Jordan	\$65.00
Type Check Totals:			<hr/> \$5,931,165.86

Payment Register

From Payment Date: 8/1/2022 - To Payment Date: 8/31/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount
JP Morgan AP - JP Morgan Accounts Payable							
<u>Check</u>							
317207	08/04/2022	Voided	Ach Direct Deposit	08/04/2022	Accounts Payable	JP MORGAN CHASE ACH DEPOSIT	\$727,808.78
317306	08/05/2022	Voided/Reissued	Wrong Address	08/09/2022	Accounts Payable	GIVLER-MITCHELL, ROSEANNE, A	\$105.00
317360	08/05/2022	Voided	Wrong Amount	08/30/2022	Accounts Payable	Porter, Peggy	\$250.00
317439	08/09/2022	Voided	Other Void	08/09/2022	Accounts Payable	Givler-Mitchell, Rosanne, A	\$105.00
317626	08/17/2022	Voided	Ach Direct Deposit	08/17/2022	Accounts Payable	JP MORGAN CHASE ACH DEPOSIT	\$743,219.32
Type Check Totals:					5 Transactions		\$1,471,488.10
JP Morgan AP - JP Morgan Accounts Payable Totals							

ARF-7569

Consent Agenda Item 4. I.

Regular BOS Meeting

Meeting Date: 09/20/2022

Reporting Period: Report for County Manager approved Contracts Under \$50,000 for the month of August

Submitted For: Mary Springer, Finance Director

Submitted By: Stacey Espinoza, Administrative Assistant

Information

Subject

Report for County Manager approved contracts under \$50,000 for the month of August 2022

Suggested Motion

Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the month of August 2022.

Attachments

County Manager Under \$50K for August

Support and Maintenance Agreement 44604CONSVR with HOV Services

Contract Agreement GSA GS-07F-025DA with Garrett Electronics

Professional Services Agreement 080718-1 with North Country Healthcare

Service Agreement No. 070622 with Sparky & Sons Electric

Site Lease Agreement No. 062718 with R&M Repeater LLC

Site Lease Agreement No. 052219 with R&M Repeater LLC

Service Agreement No. 030422-1 with C&M Communications, LLC

Contract Agreement NCPA No. 02-127 with Comfort Systems USA, Inc.

Professional Service Agreement No. 080322 with Rikki Bench, RDH

Service Agreement No. 060122-1 with Cutting Edge Supply

Professional Service Agreement No. 081522 with Conditioned Response Training, LLC

Contracts Under \$50,000 Signed by
the County Manager for the month of
August 2022

Vendor	Contract Number	Amount	Contract Term	Summary	Contract Options	Contract Cumulative
HOV Services	Support and Maintenance Agreement 44604CONSVR	\$ 1,370.00	7/19/2022 - 7/18/2023	Support and maintenance agreement for the Minolta RP605Z, Minolta RFC11 Roll Film Carrier, and Minolta FCS Fiche Carrier, a microfilm reader for the Recorder's Office	Renewal	\$ 1,370.00
Garrett Electronics	GSA Contract GS-07F-025DA	\$ 8,644.00	8/8/2022 - 10/31/2022	Purchase of 2 new walk-through metal detectors for the Payson Courthouse and a replacement of the wal-through metal detector at the Globe Courthouse. Funded through Court Security Grant to upgrade security measures at Gila County Courthouses. Quote also includes assembly, set up and training. All documents executed by the State of Arizona on Contract No, GS-07F-025DA apply to this procurement between Gila County and Garrett Electronics	New, no renewals	\$ 8,644.00
North Country Healthcare, Inc.	Amendment No. 4 to Professional Services Contract No. 080718-1	\$ 4,000.00	7/1/2022 - 6/30/2023	Amendment No. 4 will allow the contract term to be extended from July 1, 2022 to June 30, 2023. Contractor will provide HIV Care and Services for the Payson area	Contract allows original term beginning 7/1/2022 through 6/30/2023 with five additional one year renewal periods	Original Contract - \$4,000.00; Amendment No. 1 - \$4,000.00; Amendment No. 2 - \$4,000.00; Amendment No. 3 - \$4,000.00; Amendment No. 4 - \$4,000.00
Sparky & Sons Electric	Service Agreement No. 070622	\$ 6,400.00	8/8/2022 - 12/31/2022	Must have electrical to install internet connection set a 200-amp backboard with a receptable underneath and take a pipe to a 'J' box on top of the water tank. Supply and lay conduit in owner supplied ditch. Owner willll cover and complete groundwork	New, no renewals	\$ 6,400.00
R&M Repeaters, LLC	Amendment No. 4 to Lease Agreement 062718	\$ 3,376.00	7/1/2022 - 6/30/2023	Amendment No. 4 will serve to extend the contract from July 1, 2022 to June 30, 2023 the renewal includes an annual 4% increase agreed upon in the original contract. Diamond Point is high point in the area for communication towers. R&M has a tower we can rent for our communications for radios and flood control transmissions. Our radio transmitting equipment is on this property and is partially managed by C&M Communications	Contract allows original term beginning 7/1/2022 through 6/30/2023 with four additional one year renewal periods	Original Contract - \$2,485.40; Amendment No. 1 - \$2,794.00; Amendment No. 2 - \$2,905.76; Amendment No. 3 - \$3,021.99; Amendment No. 4 - \$3,376.00
R&M Repeaters, LLC	Amendment No. 3 to Lease Agreement 052219	\$ 3,675.00	7/1/2022 - 6/30/2023	Amendment No. 3 will serve to extend the contract from July 1, 2022 to June 30, 2023, the renewal includes an annual 4% increase agreed upon in the original contract. Diamond Point is high point in the area for communication towers. R&M has a tower we cana rent for our communications for radios and flood control transmissions. Our 800 mhz radio transmitting equipment is on this property and is partially managed by C&M Repeaters	Contract allows original term beginning 7/1/2022 through 6/30/2023 with four additional one year renewal periods	Original Contract - \$2,606.40; Amendment No. 1 - \$2,710.66; Amendment No. 2 - \$2,819.09; Amendment No. 3 - \$3,675.00
C&M Communications, LLC	Amendment No. 1 to Service Agreement No. 030422-1	\$ 20,000.00	3/15/2022 - 10/31/2022	Amendment No. 1 will serve to increase the dollar amount of the contract for the contract term March 15, 2022 to October 31, 2022, due to new installations of radios and the cost of call out work needed. 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		Original Contract - \$10,000.00; Amendment No. 1 will increase amount of \$10,000.00 to new amount of \$20,000.00
Comfort Systems USA, Inc	Contract Agreement NCPA No. 02-127	\$ 12,288.00	8/18/2022 - 10/31/2022	Gila County wishes to utilize Comfort Systems USA, Inc. for HVAC Units. All documents executed by the National Cooperative Purchasing Alliance on Contract No. 02-127, apply to this procurement between Gila County and Comfort Systems USA, Inc	New, no renewals	\$ 12,288.00
Rikki Bench, RDH	Professional Service Agreement No. 080322	\$ 17,100.00	8/18/2022 - 8/17/2023	Contractor will provide basic oral health screenings on school aged children in Gila County through the Dental Seal and Program and other grant funded programs	New, no renewals	\$60.00 per hour not to exceed \$17,100.00
Cutting Edge Supply	Service Agreement No. 060122-1	\$ 6,000.00	6/1/2022 - 9/30/2022	Lineer replacement for T-004	New, no renewals	\$ 6,000.00
Conditioned Response Training, LLC	Professional Service Agreement No. 081522	\$ 19,000.00	9/1/2022 - 8/31/2023	Conditioned Response Training will conduct a block of trainings to include DT Instructor, Classification, Report Writing, Inmate Discipline and Grievances, as well as a Supervisor School	New, no renewals	\$ 19,000.00

Support and Maintenance Agreement

8/02/2022

Page 1

Customer: Gila County Recorder

Installation Location

GILA COUNTY
GILA COUNTY RECORDER
1400 E. ASH STREET
GLOBE, AZ 85501

Description

Agreement #: 44604CONSVR
Type: Premium Hardware
Amount: \$1,370.00
Effective: 7/19/2022 through 7/18/2023
Payment Terms: Annual

SADIE JO BINGHAM 928 402 8740

Amount shown does not include applicable taxes
See attached Terms and Conditions on page 2

Covered Components

Description

Tag #

Serial #

Minolta RP605Z
MINOLTA RFC11 ROLL FILM CARRIER
MINOLTA FC5 FICHE CARRIER

3586-18040

369227
2197
615617

Covered Services

Notes or Considerations

On-Site Support/Labor
Parts
Remote/On-Line Support
Phone Support

Unlimited Service Calls Allowed
Includes 1 Scheduled Preventive Maintenance Call(s)

Service Location: 18040

Customer Code: CUS01168

Your Purchase Order Number:

P.O. Date:

Signature:

Date:

Printed Name: James Menlove,

Title:

County Manager

Please sign, date and return a copy of this Support and Maintenance Agreement Renewal along with your Purchase Order to the address or fax number below. You will then be invoiced for the amount shown plus any applicable taxes.

By signing this Support and Maintenance Agreement or use of the services described above Customer agrees to the Terms and Conditions listed on page 2 attached hereto.

RETURN TO

HOV Services - Service Administration
9659 N. Sam Houston Parkway East, Suite 150, Box # 170
Humble, TX 77396
Fax: 713-957-4858

Signature

Authorized HOV Services Representative

Date

07/19/2022

CONTRACT AGREEMENT

Contract Name: Walk-Through Metal Detectors

Contract No.: GSA Contract GS-07F-025DA

Statement of Purpose and Need (3-5 Sentences) Gila County wishes to utilize Garrett Electronics for the purchase and installation of walk-through metal detectors. All Documents executed by the State of Arizona on Contract No. GS-07F-025DA, apply to this procurement between Gila County and Garrett Electronics.

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 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.

IMMIGRATION LAW COMPLIANCE WARRANTY: 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.

Cancellation for Conflict of Interest. This Agreement is subject to cancellation for conflict of interest as provided in A.R.S. § 38-511, which is hereby fully incorporated herein by this reference as if the same as if fully set forth in this contract.

CERTIFICATION OF NO FORCED LABOR: The Company does not currently, and agrees for the duration of this Agreement that the Company will not use:

1. The forced labor of Ethnic Uyghurs in the People's Republic of China;
2. Any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China; and,
3. Any contractors, subcontracts, or suppliers that use the forced labor or any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China.

The Company further agrees that if the Company becomes aware, during the term of the Agreement, that the Company is not in compliance with this Certification, the Company shall notify the County within 5 business days after becoming aware of the non-compliance. If the Company does not remedy the non-compliance within 180-days after sending notice of non-compliance, this Agreement shall automatically terminate.

Contract End Date: 10-31-22

Renewal Option: ☐ Yes
☒ No

Maximum Dollar Limit: \$8,644.00

Contract Information

Firm Name: Garrett Electronics Contact Person: Andrew Barnhart

Address: 1881 W State Street Phone No: 972-494-6151 ext 771

City: Garland State: TX 75042 Fax: _____ Email: Andrew.barnhart@garrett.com


Special Notes:

Gila County is part of the General Services Administration Cooperative – GSA, for cooperative purchasing. By using the GSA contract with Garrett Electronics, it will save the county in both time and money for a rate that has already been established in the GSA bidding process.

Authorization to use a Cooperative Purchasing Agreement with the General Services Administration Cooperative, Contract

No. GS-07F-025DA, for Metal Detectors - approved this 8 day of August, 2022.

GILA COUNTY MANAGER


James Menlove

PROFESSIONAL SERVICES AGREEMENT 080718-1

HIV Care and Services

THIS AGREEMENT, made and entered into this 15th day of August, 2018, by and between Gila County, a political subdivision of the State of Arizona, hereinafter designated the **County**, and **North Country Healthcare**, of the Town of Flagstaff, County of Coconino, State of Arizona, 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. ADHS13-040496*.

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 mental health care. 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.

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. Consider potential reactions with HIV medications when prescribing additional drugs and help evaluate and monitor medication adherence.
4. 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

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 - 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 VI – 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 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 VII – 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. The approved subcontracts shall forward copies of such to the County and shall retain originals on file.

ARTICLE VIII – LEGAL ARIZONA WORKERS ACT COMPLIANCE: 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 employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Subcontractor shall further ensure that each subcontractor who performs any work for subcontractor 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 subcontractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of 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 subcontractor to penalties up to and including suspension or termination of this Contract.

Subcontractor 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."

ARTICLE IX – 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 X – 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 XI – TERM: The term of the contract shall commence on July 1, 2018 and continue in full force and effect up through and including June 30, 2019, 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 (5) additional one (1) year periods. In the event the County exercises such a right, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period.


ARTICLE XII – PAYMENT: Subcontractor shall be paid pursuant to Article II of this agreement, but in no event shall payment exceed \$4,000.00 for the contract term without prior written approval from the County.

Gila County employs a "Net 15" payment term for professional services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the subcontractor. Purchase orders sent to the subcontractor reflect these terms and conditions and they apply to all invoices received by the County.

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

IN WITNESS WHEREOF, two (2) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY MANAGER


James Menlove

SUBCONTRACTOR


North Country Healthcare


Print Name



AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT NO. 080718-1

The following amendments are hereby incorporated into the contract documents for the below stated project:

**PROFESSIONAL SERVICES CONTRACT 080718-1
HIV CARE AND SERVICES**

NORTH COUNTRY HEALTHCARE, INC.

Effective August 15, 2018, Gila County and North Country Healthcare, Inc. entered into a contract whereby North Country Healthcare, Inc. agreed to provide HIV Care and Services for Gila County Division of Health and Emergency Services.

Professional Services Contract No. 080718-1 will expire on August 14, 2019. Per page 4, Article XI-Term, of the contract, Gila County may agree to renew the contract for as many as five additional one-year periods.

Amendment No. 1 to Service Agreement No. 080718-1, will allow for Gila County to exercise the option to renew the term of the Agreement for a one-year term, from August 15, 2019 to August 14, 2020, for a contract amount not to exceed Four Thousand dollars and 00/100's (\$4,000.00) without prior written approval from the County.

Contractor will continue to bill for services pursuant to Article XII – Payment, of the original contract, but in no event shall charges for the August 15, 2019 to August 14, 2020 extension exceed \$4,000.00 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 August 15, 2019 to August 2020 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 14th day of August, 2019.

GILA COUNTY:


James Menlove, County Manager

Date:

8-14-19

NORTH COUNTRY HEALTHCARE, INC.



Signature

Anne Newland, MD

Print Name



AMENDMENT NO. 2 TO PROFESSIONAL SERVICES CONTRACT NO. 080718-1

The following amendments are hereby incorporated into the contract documents for the below stated project:

**PROFESSIONAL SERVICES CONTRACT 080718-1
HIV CARE AND SERVICES**

NORTH COUNTRY HEALTHCARE, INC.

Effective August 15, 2018, Gila County and North Country Healthcare, Inc. entered into a contract whereby North Country Healthcare, Inc. agreed to provide HIV Care and Services for Gila County Division of Health and Emergency Services.

Amendment No. 1 to Service Agreement No. 080718-1, was executed on August 14, 2019 to allow for Gila County to exercise the option to renew the term of the Agreement for a one-year term, from August 15, 2019 to August 14, 2020, for a contract amount not to exceed Four Thousand dollars and 00/100's (\$4,000.00) without prior written approval from the County.

Professional Services Contract No. 080718-1 will expire on August 14, 2020. Per page 4, Article XI-Term, of the contract, Gila County may agree to renew the contract for as many as five additional one one-year periods.

Amendment No. 2 to Service Agreement No. 080718-1, will allow for Gila County to exercise the option to renew the term of the Agreement for a one-year term, from July 01, 2020 to June 30, 2021, for a contract amount not to exceed Four Thousand dollars and 00/100's (\$4,000.00) without prior written approval from the County.

Contractor will continue to bill for services pursuant to Article XII – Payment, of the original contract, but in no event shall charges for the July 01, 2020 to June 30, 2021 extension exceed \$4,000.00 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 July 01, 2020 to June 30, 2021 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 21st day of JULY, 2020.

GILA COUNTY:


James Menlove, County Manager

Date:

7-21-2020

NORTH COUNTRY HEALTHCARE, INC.


Signature

GREGORY KUZMA
Print Name



AMENDMENT NO. 3 TO PROFESSIONAL SERVICES CONTRACT NO. 080718-1

The following amendments are hereby incorporated into the contract documents for the below stated project:

**PROFESSIONAL SERVICES CONTRACT 080718-1
HIV CARE AND SERVICES**

NORTH COUNTRY HEALTHCARE, INC.

Effective August 15, 2018, Gila County and North Country Healthcare, Inc. entered into a contract whereby North Country Healthcare, Inc. agreed to provide HIV Care and Services for Gila County Division of Health and Emergency Services.

Amendment No. 1 to Service Agreement No. 080718-1, was executed on August 14, 2019 to allow for Gila County to exercise the option to renew the term of the Agreement for a one-year term, from August 15, 2019 to August 14, 2020.

Amendment No. 2 to Service Agreement No. 080718-1, was executed on July 21, 2020 to allow for Gila County to exercise the option to renew the term of the Agreement for a one-year term, from July 01, 2020 to June 30, 2021.

Professional Services Contract No. 080718-1 will expire on August 14, 2021. Per page 4, Article XI-Term, of the contract, Gila County may agree to renew the contract for as many as five additional one one-year periods.

Amendment No. 3 to Service Agreement No. 080718-1, will allow for Gila County to exercise the option to renew the term of the Agreement for a one-year term, from July 01, 2021 to June 30, 2022, for a contract amount not to exceed Four Thousand dollars and 00/100's (\$4,000.00) without prior written approval from the County.

Contractor will continue to bill for services pursuant to Article XII – Payment, of the original contract, but in no event shall charges for the July 01, 2020 to June 30, 2021 extension exceed \$4,000.00 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 July 01, 2020 to June 30, 2021 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 7th day of July, 2021.

GILA COUNTY:

Jacquie Sanders
FOR: James Menlove, County Manager

NORTH COUNTRY HEALTHCARE, INC.

Anne Newland
Signature

Date: 7-7-2021

Anne Newland, CEO
Print Name



AMENDMENT NO. 4 TO PROFESSIONAL SERVICES CONTRACT NO. 080718-1

The following amendments are hereby incorporated into the contract documents for the below stated project:

PROFESSIONAL SERVICES CONTRACT 080718-1 HIV CARE AND SERVICES

NORTH COUNTRY HEALTHCARE, INC.

Effective August 15, 2018, Gila County and North Country Healthcare, Inc. entered into a contract whereby North Country Healthcare, Inc. agreed to provide HIV Care and Services for Gila County Division of Health and Emergency Services.

Amendment No. 1 to Service Agreement No. 080718-1, was executed on August 14, 2019 to allow for Gila County to exercise the option to renew the term of the Agreement for a one-year term, from August 15, 2019 to August 14, 2020.

Amendment No. 2 to Service Agreement No. 080718-1, was executed on July 21, 2020 to allow for Gila County to exercise the option to renew the term of the Agreement for a one-year term, from July 01, 2020 to June 30, 2021.

Amendment No. 3 to Service Agreement No. 080718-1, was executed on July 6, 2022 to allow for Gila County to exercise the option to renew the term of the Agreement for a one-year term, from July 01, 2021 to June 30, 2022, for a contract amount not to exceed Four Thousand dollars and 00/100's (\$4,000.00) without prior written approval from the County.

Professional Services Contract No. 080718-1 will expire on August 14, 2022. Per page 4, Article XI-Term, of the contract, Gila County may agree to renew the contract for as many as five additional one one-year periods.

Amendment No. 4 to Service Agreement No. 080718-1, will allow for Gila County to exercise the option to renew the term of the Agreement for a one-year term, from July 01, 2022 to June 30, 2023, for a contract amount not to exceed Four Thousand dollars and 00/100's (\$4,000.00) without prior written approval from the County.

Additionally, Amendment No. 4 to Service Agreement No. 080718-1 will add the clause **Certification of No Forced Labor per Attachment A**.

Contractor will continue to bill for services pursuant to Article XII – Payment, of the original contract, but in no event shall charges for the July 01, 2022 to June 30, 2023 extension exceed \$4,000.00 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 July 01, 2020 to June 30, 2021 term of the contract.

AMENDMENT NO. 4 TO PROFESSIONAL SERVICES CONTRACT NO. 080718-1

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 8th day of August, 2022.

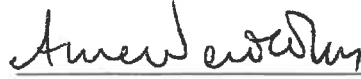
GILA COUNTY:



James Menlove, County Manager

Date: 8-8-2022

NORTH COUNTRY HEALTHCARE, INC.



Signature

Anne Newland, MD, MPH
Print Name Chief Executive Officer

SERVICE AGREEMENT NO. 070622
BUCKHEAD MESA LANDFILL ELECTRICAL PROJECT

RECYCLING & LANDFILL DIVISION

THIS AGREEMENT, made and entered into this 8th day of August, 2022, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Sparky & Sons Electric, of the Town of Payson, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and 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 **Recycling & Landfill Division** 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 070622** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 070622** 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 070622**, 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. 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 – Certification of No Forced Labor:

The Company does not currently, and agrees for the duration of this Agreement that the Company will not use:

1. The forced labor of Ethnic Uyghurs in the People's Republic of China;
2. Any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China; and,
3. Any contractors, subcontracts, or suppliers that use the forced labor or any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China.

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 through December 31, 2022.

ARTICLE 16 – PAYMENT/BILLING: Contractor shall be paid an amount not to exceed \$6,400.00 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. 070622 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY


James Menlove, County Manager

Date: 8-8-2022

SPARKY & SONS ELECTRIC


Signature

Jedd Ambrosini
Print Name

SITE LEASE AGREEMENT NO. 062718
DIAMOND POINT MOUNTAIN EQUIPMENT SPACE

This Lease Agreement ("Agreement") is entered into on the 13th day of July, 2018, between R&M Repeater LLC, hereinafter known as Lessor; and the Gila County Public Works Division, hereinafter known as Lessee.

WHEREAS: Lessee wishes to install and operate certain RF transmitting equipment, described in detail in "Exhibit A" attached hereto and made a permanent part hereof, in the premises owned by Lessor; and Lessor covenants that it has legal right to enter into this agreement, and also certifies that said premises is approved by Federal and or State Law for such use. Lessee certifies that it holds valid FCC Licenses for its transmitters, authorizing it to operate from Lessor premises and will operate its stations in accordance with Federal and State Laws.

LOCATION: Lessor premises under this agreement: Diamond Pt. Mtn N34-17-23, W111-11-26, County of Gila, State of Arizona, Township 11 North, Range 11 East, G&S RBM

THEREFORE: The above-named parties hereby agree to the following:

1. **ACCESS:** Lessee personnel shall have access to Lessor's premises 24hrs a day 365 day a year for the express purpose of; inspection or maintenance of Lessee's equipment. Lessor shall supply Lessee with necessary combinations for locks to any road gates or key lock boxes. Lessee understands that Lessor is not responsible for any road maintenance, and subsequently does not guarantee road conditions. Lessee acknowledges that use of the road is at Lessee's own risk. Lessor shall supply and install a lock box to house a single security key for premise's access by Lessee personnel. Lessee shall not at any time or under any circumstance, give any information, including combinations, keys, codes or anything else that would allow access to Lessor premises to any party that is not a subcontractor for, representative of, or not working under direct supervision of Lessee. Lessor premises is fully alarmed and may have video and audio surveillance operational, Lessee agrees to comply with any and all posted signage located at Lessor's premises.
2. **INSTALLATION AND MAINTENANCE OF EQUIPMENT:** All Lessee and Lessor equipment contained on or within Lessor premises shall be installed and maintained on behalf of Lessee by C&M Communications Payson AZ, which currently is both a Lessor and Lessee authorized vendor. After initial installation if Lessee equipment has a failure that requires immediate attention, and C&M Communications does not have a representative readily available, within a nominal 2 hour response time, Lessee has the right to hire a third party contractor of its choice to restore Lessee's service as quickly as possible. A direct representative of Lessee shall control site ingress and egress and remain present with any third-party contractor for the duration that contractor needs to be in Lessor's premises. Prior to installation Lessee must provide Lessor with copies of its FCC Licenses for such equipment, also to be attached hereto in Exhibit A. Location and manner in which installation is accomplished must be approved by Lessor, and will also be documented in Exhibit A of this Agreement. Lessor shall have a representative present at the time of initial installation of Lessee equipment, at Lessor's expense. After initial installation has been completed Lessee may not

make any additional changes to placement of equipment or antenna locations, install or remove any equipment, other than temporarily for servicing, without obtaining prior approval from Lessor. Lessee must notify Lessor in writing detailing any desired changes, and prior to any permanent removal of any Lessee equipment or antennas. Also see (TERMINATION/VACATING OF PREMISES).

3. **ELECTRICITY:** Unless otherwise stated in "Exhibit A" of this agreement, Lessor shall furnish commercially supplied 110v electrical power and outlet for operation of Lessee's equipment, propane powered backup generated power will be available to Lessee's equipment for a fee of INCLUDED per month, in addition to rent, and shown by separate line item on monthly invoice. Lessor has installed power line surge protection on the main electrical input to the premises however Lessor does not certify that this protection equipment will function adequately under all unforeseen circumstances, and will not be liable for any damage done by power or lightning surges to Lessee equipment.
4. **INTERFERENCE:** Lessor certifies that existing equipment currently installed in premises is operating without any undesirable interference; and is not creating any harmful interference to any other users or facilities at this site. Lessee certifies that its equipment shall not cause any degradation to any users currently operating in the premises or to any other facilities co-located at this site. Lessee agrees to equip all transmitters with ferrite isolators; bandpass cavities, and use only hard shielded cable for all output transmission lines and jumpers. Any Ethernet controlled equipment permanently installed shall be interconnected only by using fully shielded wiring and grounded type metal connectors. Lessee also certifies that if any interference should occur after installation of Lessee equipment; to any user located either in the same premises or at a co-located facility, that Lessee shall expediently (within 24hrs of notification) correct the interference problem or shut down its equipment until it can correct the problem. Lessee shall work directly with the company or agency complaining of the interference, and keep Lessor informed as to the progress and ultimate solution to the problem. Lessor certifies that any future installations done at Lessor premises, either by Lessor or by any other party in the premises, shall not cause Lessee any harmful interference, and if any such interference occurs will be remedied by Lessor within 24hrs of notification from Lessee.
5. **TERM:** The initial term of this lease shall be for a period of three year(s) commencing on July 01, 2018. After the initial term, Lessee shall have the option of extending this Lease for two (2) additional renewal terms of one (1) year each. Any renewal shall be made as an addendum in writing, attached hereto and made a part hereof, signed by both parties in this agreement not less than sixty (60) days prior to the end of the then current term. The maximum term of this Lease, if Lessee exercises both renewal options, is five (5) years, terminating on June 30, 2023. If Lessee wishes to continue occupation in Lessor's premises beyond the conclusion of its second renewal option, Lessee shall have the right to either request extending this lease for future terms, or negotiate a new lease with Lessor. Lessee may cancel this agreement, with or without cause, by sending notice to Lessor via certified mail or courier not more than 30 days prior to the end of a then current lease term. Lessor may cancel this agreement, with or without cause, by sending notice to Lessee via certified mail or courier within 90 days prior to the end of a then current lease term.
6. **RENT:** Lessor shall bill Lessee, in advance on approximately the first day of each month \$190.00 for transmitter located in premises, and one antenna mounted either on the tower or building.

Rent is due Lessor upon receipt of bill by Lessee, and will be considered current by Lessor if received prior to the next billing issuance. At each annual anniversary the rent shall automatically increase by four (4) percent. If Lessee fails to pay its rent within 45 days of billing and has not made arrangements with Lessor to expeditiously correct the default, Lessor reserves the right to disconnect Lessee equipment (at Lessee expense) from AC power source and restrict Lessee access to premises until the default is corrected. If Lessor disconnects Lessee equipment due to Lessee default under this agreement, Lessee hereby agrees to hold Lessor completely, fully, and totally harmless from any and all unforeseen impacts that may arise from Lessor's action.

7. **TAXES:** Lessee shall be responsible for paying only appropriate rental use taxes for its use of the premises. Lessor shall show by separate line item on each monthly bill the tax levied against the Lessee. Lessor shall be responsible for any other property or use taxes levied on the premises. Lessor is responsible for collecting these taxes, and forwarding them to the proper Government agency.
8. **UNITED STATES FOREST SERVICE (USFS):** The premise's in this agreement is located on USFS land. Lessor certifies that it currently holds a 20-year special use permit issued by the USFS, that is valid until midnight September 16, 2016. Lessor fully intends to renew the existing permit, or if necessary secure a new special use permit with the USFS prior to expiration of its currently valid permit. This permit allows the Lessor only the right to rent space in its premises to the Lessee, no external additions or modifications to the premises are allowed to be done by the Lessee directly. If a modification to the premises is needed by the Lessee; the Lessee must submit its request to the Lessor in writing; along with documentation drawings showing the modification to the premises, and a detailed environmental impact study of the proposed modification. Lessor shall forward the request to the USFS for approval, and if granted by the USFS, Lessor's permit amendment. Lessor shall bill Lessee annually for Lessee portion (if any) of the special use permit fee, along with a copy of the USFS bill showing documentation for such fee. Lessee agrees to pay its portion promptly to Lessor, upon receipt of such bill. Lessor agrees to keep all payments to the USFS current and in good standing. If at any time the USFS decides to discontinue or revoke Lessor's special use permit for this site, then both parties agree that this Agreement is immediately terminated with each party holding the other harmless as to future rent due to Lessor, or any space due to Lessee.
9. **FCC REGULATIONS:** Both Lessor and Lessee acknowledge that use of radio frequency spectrum is governed by the Federal Communications Commission (FCC). If at any time during this Agreement either FCC Rules are changed affecting Lessee's legal operation of its transmitter(s), or Lessee's FCC Authorization is officially terminated, this agreement shall then have dissolved; with each party relieved of its obligations hereunder.
10. **HAZARDOUS MATERIALS:** Lessor covenants that the premises are free of any environmentally hazardous materials, with the exception of necessary motor oils, coolants, batteries, and fuels for the legal operation of a standby power plant. Lessee agrees not to transport, store, use, or dispose of any form of hazardous material in or around Lessor premises.

11. **INSURANCE:** During the term(s) of this Lease, Lessee agrees to carry at its own expense, a general liability policy having a minimum limit of \$2,000,000. This policy must insure all personnel or subcontractors working for Lessee, against any damages done through negligence by Lessee personnel or subcontractors to Lessor's premises; and must name Lessor as a certificate holder of such policy, a copy of which is attached hereto in Exhibit A. If Lessee is a "self insured" entity, documentation proving such financial responsibility shall be submitted to Lessor from Lessee's risk management department.
12. **HOLD HARMLESS:** Lessor shall hold Lessee harmless from any damages, expenses, costs, liabilities or suits that may arise due to Lessor's negligence in the operation or management of the premises. Lessee shall hold Lessor harmless from any damages, expenses, costs, liabilities or suits that may arise due to Lessee's negligence in the use of Lessor's premises.
13. **SUBLET:** Lessee is not allowed to sublet or lease any part of its assigned space to any other party under any conditions or circumstances.
14. **SITE MAINTENANCE:** Lessor shall be responsible for all repairs to the premises (except any repair's required due to Lessee's negligence) including the building; tower; antenna mounts; standby generator, air conditioning and landscaping.
15. **DEFAULT:** This agreement may be terminated by either party if the other party has been in default of one or more covenants contained herein for a period of 45 days or longer and has not made a good faith effort to correct the default.
16. **TERMINATION/VACATING OF PREMISES:** At the conclusion of this lease, or default of this agreement, Lessee shall remove its RF equipment and antennas, listed in Exhibit A attached hereto and made a part hereof, and return the premises to the Lessor in as good a condition as when received, excepting ordinary wear and tear. Lessor shall have a representative present during the removal process. Any RF transmission lines, RF connectors, mounting fixtures on the building or tower, Air conditioning or generator modifications or upgrades, additional building space, grounding or lightning suppression apparatus that was added by the Lessee during the term of this lease shall remain for Lessor's use, and become the property of Lessor. Any modifications or upgrades done by Lessee during the term(s) of this Agreement shall be documented in detail, along with any concessions made to Lessee by Lessor for Lessor's ongoing benefit of such modifications or upgrades, attached hereto labeled as Amendment(s); and made a permanent part hereof.
17. **ASSIGNMENT:** Lessee may not assign, or otherwise transfer all or any part of its interest in this Agreement without the prior written consent of the Lessor; provided however, that Lessee may assign or otherwise transfer such interest without the prior written consent to its parent company, subsidiary, or affiliate of it. Lessor may assign or otherwise transfer this Agreement, upon written notice to Lessee, subject to the assignee or transferee assuming all of Lessor's obligations contained in this Agreement.
18. **LEASE MODIFICATIONS:** This lease contains the entire agreements between the parties; any modifications must be made as Amendments by instrument in writing attached hereto and made a permanent part hereof.

19. **LEGAL:** This lease is made in the State of Arizona County of Gila and is governed by the Laws of the State of Arizona. Parties hereby agree that any proceeding's arising from default of this lease, shall be heard in a court in the State of Arizona, County of Gila.
20. **NOTICES/COPIES:** Any notice or demand, from either party in this agreement, must be sent via certified mail to the address of the other party as designated in this agreement. Either party may from time to time designate any other address for this purpose by notice to the other party sent via certified mail. Each party in this Agreement shall receive one (1) copy of this Agreement for their records.
21. **RIGHTS:** In any case where the approval or consent of one of the parties hereto is required, requested or otherwise to be given under this Agreement to the other party within this Agreement, such approval or consent shall not be unreasonably delayed or withheld.
22. **PRE-LEASE ACKNOWLEDGMENT:** Lessee acknowledges that prior to entering into this Agreement, authorized personnel of Lessee met with Lessor at the premises, for the purpose of determining suitability of the premises itself, and if the geographic location of the premises would suit Lessee's desired use. Lessor allowed supervised access to the premises for Lessee personnel to make physical measurements, drawings, discuss possible antenna mounting areas, power and air conditioning requirements, and to perform any RF testing desired by Lessee. Lessor provided this access to Lessee with no cost to Lessee, and under no obligation from Lessee. Lessee also certifies that it has performed due diligence in regard to any Federal, State, or Local permits, and as to anything else that may be required for Lessee legal occupation in and use of Lessor premises; and acknowledges that any failure on its part to perform such due diligence, prior to entering into this Agreement, in no way relieves Lessee of its obligations under this Agreement.
23. **NOTICES AND CONTACT LIST:** All notices, communications, and reports under this Agreement shall be provided to the following:
- | | |
|---|-------------------------------------|
| <u>R&M Repeater, LLC</u> | <u>Gila County Flood Management</u> |
| Christopher F. Salgot- Managing Partner | Darde deRoulhac |
| P.O. Box 1130 | 714 S. Beeline Hwy |
| Payson, AZ 85547-1130 | Payson, AZ 85541 |
24. **CANCELLATION:** This agreement is subject to cancellation pursuant to A.R.S. §38-511.

IN WITNESS WHEREOF, The parties have executed and bound this agreement on the 13th day of July, 2018.

LESSEE:

GILA COUNTY

LESSOR:

R&M REPEATER, LLC



James Menlove, County Manager



Christopher F. Salgot



AMENDMENT NO. 1 to LEASE AGREEMENT 062718

The following amendments are hereby incorporated into the agreement for the below project

**SITE LEASE AGREEMENT
DIAMOND POINT MOUNTAIN EQUIPMENT SPACE**

Effective July 13, 2018, Gila County and R&M Repeaters LLC entered into a Lease Agreement whereby Gila County is leasing the Diamond Point Mountain Site, Payson, AZ, for repeater radio equipment space.

Lease Agreement 062718 expires on June 30, 2019. Per Item #5-Term, upon agreement of both parties, the lease may be extended for four (4) additional one (1) year terms.

Amendment No. 1 to Lease Agreement No. 062718 will exercise the option to renew the term of Lease Agreement No. 062718 for an additional one (1) year term, from July 1, 2019 to June 30, 2020. Total annual compensation shall not exceed Two Thousand Seven Hundred Ninety-Four dollars and 00/100's (\$2,794.00).

All other terms, conditions and provisions of the original Lease Agreement shall remain the same and apply during the July 1, 2019 to June 30, 2020 renewal period.

IN WITNESS WHEREOF, two (2) identical copies of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 5th day of August, 2019.

GILA COUNTY


James Menlove, County Manager

R&M REPEATER LLC.


Signature

Print Name Christopher F. Sabot



AMENDMENT NO. 2 to LEASE AGREEMENT 062718

The following amendments are hereby incorporated into the agreement for the below project

**SITE LEASE AGREEMENT
DIAMOND POINT MOUNTAIN EQUIPMENT SPACE**

Effective July 13, 2018, Gila County and R&M Repeaters LLC entered into a Lease Agreement whereby Gila County is leasing the Diamond Point Mountain Site, Payson, AZ, for repeater radio equipment space.

Amendment No. 1 to Lease Agreement No. 062718 was executed on August 5, 2019 to allow the option to renew the term of **Lease Agreement No. 062718** for an additional one (1) year term, from July 1, 2019 to June 30, 2020. Total annual compensation shall not exceed Two Thousand Seven Hundred Ninety-Four dollars and 00/100's (\$2,794.00).

Lease Agreement 062718 expires on June 30, 2020. Per Item #5-Term, upon agreement of both parties, the lease may be extended for four (4) additional one (1) year terms.

Amendment No. 2 to Lease Agreement No. 062718 will exercise the option to renew the term of **Lease Agreement No. 062718** for an additional one (1) year term, from July 1, 2020 to June 30, 2021. Total annual compensation shall not exceed Two Thousand Nine Hundred Five dollars and 76/100's (\$2,905.76).

All other terms, conditions and provisions of the original Lease Agreement shall remain the same and apply during the July 1, 2020 to June 30, 2021 renewal period.

IN WITNESS WHEREOF, two (2) identical copies of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 20th day of July, 2020.

GILA COUNTY

James Menlove, County Manager

R&M REPEATER LLC.

Signature

Date

7.20.2020

Print Name

Christopher F. Salsot



AMENDMENT NO. 3 to LEASE AGREEMENT 062718

*The following amendments are hereby incorporated into the agreement
for the below project*

**SITE LEASE AGREEMENT
DIAMOND POINT MOUNTAIN EQUIPMENT SPACE**

Effective July 13, 2018, Gila County and R&M Repeaters LLC entered into a Lease Agreement whereby Gila County is leasing the Diamond Point Mountain Site, Payson, AZ, for repeater radio equipment space.

Amendment No. 1 to Lease Agreement No. 062718 was executed on August 5, 2019 to allow the option to renew the term of **Lease Agreement No. 062718** for an additional one (1) year term, from July 1, 2019 to June 30, 2020. Total annual compensation shall not exceed Two Thousand Seven Hundred Ninety-Four dollars and 00/100's (\$2,794.00).

Amendment No. 2 to Lease Agreement No. 062718 was executed on July 20, 2020 to exercise the option to renew the term of **Lease Agreement No. 062718** for an additional one (1) year term, from July 1, 2020 to June 30, 2021. Total annual compensation shall not exceed Two Thousand Nine Hundred Five dollars and 76/100's (\$2,905.76).

Lease Agreement 062718 expires on June 30, 2021. Per Item #5-Term, upon agreement of both parties, the lease may be extended for four (4) additional one (1) year terms.

Amendment No. 3 to Lease Agreement No. 062718 will exercise the option to renew the term of **Lease Agreement No. 062718** for an additional one (1) year term, from July 1, 2021 to June 30, 2022. Total annual compensation shall not exceed Three Thousand Twenty-one dollars and 99/100's (\$3,021.99).

All other terms, conditions and provisions of the original Lease Agreement shall remain the same and apply during the July 1, 2020 to June 30, 2021 renewal period.

IN WITNESS WHEREOF, two (2) identical copies of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 22nd day of June, 2021.

GILA COUNTY

James Menlove for FM
James Menlove, County Manager

R&M REPEATER LLC.

Christopher F. Sabat
Signature

Date June 22, 2021

Print Name Christopher F. Sabat



AMENDMENT NO. 4 to LEASE AGREEMENT 062718

*The following amendments are hereby incorporated into the agreement
for the below project*

SITE LEASE AGREEMENT DIAMOND POINT MOUNTAIN EQUIPMENT SPACE

Effective July 13, 2018, Gila County and R&M Repeaters LLC entered into a Lease Agreement whereby Gila County is leasing the Diamond Point Mountain Site, Payson, AZ, for repeater radio equipment space.

Amendment No. 1 to Lease Agreement No. 062718 was executed on August 5, 2019 to allow the option to renew the term of **Lease Agreement No. 062718** for an additional one (1) year term, from July 1, 2019 to June 30, 2020. Total annual compensation shall not exceed Two Thousand Seven Hundred Ninety-Four dollars and 00/100's (\$2,794.00).

Amendment No. 2 to Lease Agreement No. 062718 was executed on July 20, 2020 to exercise the option to renew the term of **Lease Agreement No. 062718** for an additional one (1) year term, from July 1, 2020 to June 30, 2021. Total annual compensation shall not exceed Two Thousand Nine Hundred Five dollars and 76/100's (\$2,905.76).

Amendment No. 3 to Lease Agreement No. 062718 was executed on June 22, 2021, to exercise the option to renew the term of **Lease Agreement No. 062718** for an additional one (1) year term, from July 1, 2021, to June 30, 2022. Total annual compensation shall not exceed Three Thousand Twenty-one dollars and 99/100's (\$3,021.99).

Lease Agreement 062718 expires on June 30, 2022. Per Item #5-Term, upon agreement of both parties, the lease may be extended for four (4) additional one (1) year terms.

Amendment No. 4 to Lease Agreement No. 062718 will exercise the option to renew the term of **Lease Agreement No. 062718** for an additional one (1) year term, from July 1, 2022, to June 30, 2023. Total annual compensation shall not exceed Three Thousand Three Hundred Seventy-Six dollars and 00/100's (\$3,376.00).

Additionally, Amendment No. 4 will serve to add the clause; Certification of No Forced Labor:
The Company does not currently, and agrees for the duration of this Agreement that the Company will not use:

1. The forced labor of Ethnic Uyghurs in the People's Republic of China;
2. Any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China; and,
3. Any contractors, subcontracts, or suppliers that use the forced labor or any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China.

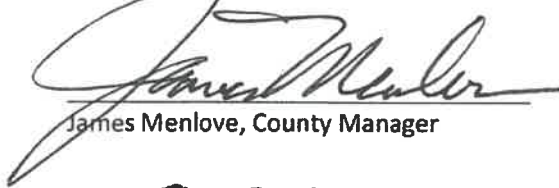
The Company further agrees that if the Company becomes aware, during the term of the Agreement, that the Company is not in compliance with this Certification, the Company shall notify the County within 5 business days after becoming aware of the non-compliance. If the Company does not remedy the non-compliance within 180-days after sending notice of non-compliance, this Agreement shall automatically terminate.

AMENDMENT NO. 4 to LEASE AGREEMENT 062718

All other terms, conditions and provisions of the original Lease Agreement shall remain the same and apply during the July 1, 2022, to June 30, 2023, renewal period.

IN WITNESS WHEREOF, two (2) identical copies of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 18th day of August, 2022.

GILA COUNTY



James Menlove, County Manager

Date 8-18-2022

R&M REPEATER LLC.



Signature

Print Name Christopher F. Salgot

**SITE LEASE AGREEMENT NO. 052219
FLOODPLAIN TOWER SPACE LEASE ON DIAMOND POINT**

This Lease Agreement ("Agreement") is entered into on the 12th day of June, 2019, between R&M Repeater LLC, hereinafter known as Lessor; and the Gila County Public Works Division, hereinafter known as Lessee.

WHEREAS: Lessee wishes to install and operate certain RF transmitting equipment, described in detail in "Exhibit A" attached hereto and made a permanent part hereof, in the premises owned by Lessor; and Lessor covenants that it has legal right to enter into this agreement, and also certifies that said premises is approved by Federal and or State Law for such use. Lessee certifies that it holds valid FCC Licenses for its transmitters, authorizing it to operate from Lessor premises and will operate its stations in accordance with Federal and State Laws.

LOCATION: Lessor premises under this agreement: Diamond Pt. Mtn N34-17-23, W111-11-26, County of Gila, State of Arizona, Township 11 North, Range 11 East, G&S RBM

THEREFORE: The above-named parties hereby agree to the following:

1. **ACCESS:** Lessee personnel shall have access to Lessor's premises 24hrs a day 365 days a year for the express purpose of; inspection or maintenance of Lessee's equipment. Lessor shall supply Lessee with necessary combinations for locks to any road gates or key lock boxes. Lessee understands that Lessor is not responsible for any road maintenance, and subsequently does not guarantee road conditions. Lessee acknowledges that use of the road is at Lessee's own risk. Lessor shall supply and install a lock box to house a single security key for premise's access by Lessee personnel. Lessee shall not at any time or under any circumstance, give any information, including combinations, keys, codes or anything else that would allow access to Lessor premises to any party that is not a subcontractor for, representative of, or not working under direct supervision of Lessee. Lessor premises is fully alarmed and may have video and audio surveillance operational, Lessee agrees to comply with any and all posted signage located at Lessor's premises.
2. **INSTALLATION AND MAINTENANCE OF EQUIPMENT:** All Lessee and Lessor equipment contained on or within Lessor premises shall be installed and maintained on behalf of Lessee by C&M Communications Payson AZ, which currently is both a Lessor and Lessee authorized vendor. After initial installation if Lessee equipment has a failure that requires immediate attention, and C&M Communications does not have a representative readily available, within a nominal 2-hour response time, Lessee has the right to hire a third-party contractor of its choice to restore Lessee's service as quickly as possible. A direct representative of Lessee shall control site ingress and egress and remain present with any third-party contractor for the duration that contractor needs to be in Lessor's premises. Prior to installation Lessee must provide Lessor with copies of its FCC Licenses for such equipment, also to be attached hereto in Exhibit A. Location and manner in which installation is accomplished must be approved by Lessor, and will also be documented in Exhibit A of this Agreement. Lessor shall have a representative present at the time of initial installation of Lessee equipment, at Lessor's expense. After initial installation has been completed Lessee may not make any additional changes to placement of equipment or antenna locations, install or remove any equipment, other than temporarily for servicing, without obtaining prior approval from Lessor. Lessee must notify Lessor in

writing detailing any desired changes, and prior to any permanent removal of any Lessee equipment or antennas. Also see (TERMINATION/VACATING OF PREMISES).

3. **ELECTRICITY:** Unless otherwise stated in "Exhibit A" of this agreement, Lessor shall furnish commercially supplied 110v electrical power and outlet for operation of Lessee's equipment, propane powered backup generated power will be available to Lessee's equipment for a fee of INCLUDED per month, in addition to rent, and shown by separate line item on monthly invoice. Lessor has installed power line surge protection on the main electrical input to the premises however Lessor does not certify that this protection equipment will function adequately under all unforeseen circumstances and will not be liable for any damage done by power or lightning surges to Lessee equipment.
4. **INTERFERENCE:** Lessor certifies that existing equipment currently installed in premises is operating without any undesirable interference; and is not creating any harmful interference to any other users or facilities at this site. Lessee certifies that its equipment shall not cause any degradation to any users currently operating in the premises or to any other facilities co-located at this site. Lessee agrees to equip all transmitters with ferrite isolators; bandpass cavities, and use only hard shielded cable for all output transmission lines and jumpers. Any Ethernet controlled equipment permanently installed shall be interconnected only by using fully shielded wiring and grounded type metal connectors. Lessee also certifies that if any interference should occur after installation of Lessee equipment; to any user located either in the same premises or at a co-located facility, that Lessee shall expediently (within 24hrs of notification) correct the interference problem or shut down its equipment until it can correct the problem. Lessee shall work directly with the company or agency complaining of the interference, and keep Lessor informed as to the progress and ultimate solution to the problem. Lessor certifies that any future installations done at Lessor premises, either by Lessor or by any other party in the premises, shall not cause Lessee any harmful interference, or if any such interference occurs will be remedied by Lessor within 24hrs of notification from Lessee.
5. **TERM:** The initial term of this lease shall be for a period of 12 months commencing on July 01, 2019. After the initial term, Lessee shall have the option of extending this Lease for three (3) additional renewal terms of one (1) year each. Any renewal shall be made as an addendum in writing, attached hereto and made a part hereof, signed by both parties in this agreement not less than sixty (60) days prior to the end of the then current term. The maximum term of this Lease, if Lessee exercises both renewal options, is three (4) years, terminating on June 30, 2023. If Lessee wishes to continue occupation in Lessor's premises beyond the conclusion of its second renewal option, Lessee shall have the right to either request extending this lease for future terms or negotiate a new lease with Lessor. Lessee may cancel this agreement, with or without cause, by sending notice to Lessor via certified mail or courier not more than 30 days prior to the end of a then current lease term. Lessor may cancel this agreement, with or without cause, by sending notice to Lessee via certified mail or courier within 90 days prior to the end of a then current lease term.
6. **RENT:** Lessor shall bill Lessee, in advance on approximately the first day of each month \$200.00 for transmitter located in premises, and one antenna mounted either on the tower or building. Rent is due Lessor upon receipt of bill by Lessee, and will be considered current by Lessor if received prior to the next billing issuance. At each annual anniversary, on July 1, the rent shall automatically increase by four (4) percent. If Lessee fails to pay its rent within 45 days of billing and has not made arrangements with Lessor to expeditiously correct the default, Lessor reserves the right to disconnect Lessee equipment (at Lessee expense) from AC power source and restrict Lessee access to premises until the default is corrected. If Lessor disconnects Lessee equipment due to Lessee default under this agreement, Lessee

hereby agrees to hold Lessor completely, fully, and totally harmless from any and all unforeseen impacts that may arise from Lessor's action.

7. **TAXES:** Lessee shall be responsible for paying only appropriate rental use taxes for its use of the premises. Lessor shall show by separate line item on each monthly bill the tax levied against the Lessee. Lessor shall be responsible for any other property or use taxes levied on the premises. Lessor is responsible for collecting these taxes, and forwarding them to the proper Government agency.
8. **UNITED STATES FOREST SERVICE (USFS):** The premise's in this agreement is located on USFS land. Lessor certifies that it currently holds a 30-year special use permit issued by the USFS, that is valid until midnight December 31, 2046. Lessor fully intends to renew the existing permit, or if necessary secure a new special use permit with the USFS prior to expiration of its currently valid permit. This permit allows the Lessor only the right to rent space in its premises to the Lessee, no external additions or modifications to the premises are allowed to be done by the Lessee directly. If a modification to the premises is needed by the Lessee; the Lessee must submit its request to the Lessor in writing; along with documentation drawings showing the modification to the premises, and a detailed environmental impact study of the proposed modification. Lessor shall forward the request to the USFS for approval, and if granted by the USFS, Lessor's permit amendment. Lessor shall bill Lessee annually for Lessee portion (if any) of the special use permit fee, along with a copy of the USFS bill showing documentation for such fee. Lessee agrees to pay its portion promptly to Lessor, upon receipt of such bill. Lessor agrees to keep all payments to the USFS current and in good standing. If at any time the USFS decides to discontinue or revoke Lessor's special use permit for this site, then both parties agree that this Agreement is immediately terminated with each party holding the other harmless as to future rent due to Lessor, or any space due to Lessee.
9. **FCC REGULATIONS:** Both Lessor and Lessee acknowledge that use of radio frequency spectrum is governed by the Federal Communications Commission (FCC). If at any time during this Agreement either FCC Rules are changed affecting Lessee's legal operation of its transmitter(s), or Lessee's FCC Authorization is officially terminated, this agreement shall then dissolved; with each party relieved of its obligations hereunder.
10. **HAZARDOUS MATERIALS:** Lessor covenants that the premises are free of any environmentally hazardous materials, with the exception of necessary motor oils, coolants, batteries, and fuels for the legal operation of a standby power plant. Lessee agrees not to transport, store, use, or dispose of any form of hazardous material in or around Lessor premises.
11. **INSURANCE:** During the term(s) of this Lease, Lessee agrees to carry at its own expense, a general liability policy having a minimum limit of \$2,000,000. This policy must insure all personnel or subcontractors working for Lessee, against any damages done through negligence by Lessee personnel or subcontractors to Lessor's premises; and must name Lessor as a certificate holder of such policy, a copy of which is attached hereto in Exhibit A. If Lessee is a "self-insured" entity, documentation proving such financial responsibility shall be submitted to Lessor from Lessee's risk management department.
12. **HOLD HARMLESS:** Lessor shall hold Lessee harmless from any damages, expenses, costs, liabilities or suits that may arise due to Lessor's negligence in the operation or management of the premises. Lessee shall hold Lessor harmless from any damages, expenses, costs, liabilities or suits that may arise due to Lessee's negligence in the use of Lessor's premises.

13. **SUBLET:** Lessee is not allowed to sublet or lease any part of its assigned space to any other party under any conditions or circumstances.
14. **SITE MAINTENANCE:** Lessor shall be responsible for all repairs to the premises (except any repair's required due to Lessee's negligence) including the building; tower; antenna mounts; standby generator, air conditioning and landscaping.
15. **DEFAULT:** This agreement may be terminated by either party if the other party has been in default of one or more covenants contained herein for a period of 45 days or longer and has not made a good faith effort to correct the default.
16. **TERMINATION/VACATING OF PREMISES:** At the conclusion of this lease, or default of this agreement, Lessee shall remove its RF equipment and antennas, listed in Exhibit A attached hereto and made a part hereof, and return the premises to the Lessor in as good a condition as when received, excepting ordinary wear and tear. Lessor shall have a representative present during the removal process. Any RF transmission lines, RF connectors, mounting fixtures on the building or tower, Air conditioning or generator modifications or upgrades, additional building space, grounding or lightning suppression apparatus that was added by the Lessee during the term of this lease shall remain for Lessor's use, and become the property of Lessor. Any modifications or upgrades done by Lessee during the term(s) of this Agreement shall be documented in detail, along with any concessions made to Lessee by Lessor for Lessor's ongoing benefit of such modifications or upgrades, attached hereto labeled as Amendment(s); and made a permanent part hereof.
17. **ASSIGNMENT:** Lessee may not assign, or otherwise transfer all or any part of its interest in this Agreement without the prior written consent of the Lessor; provided however, that Lessee may assign or otherwise transfer such interest without the prior written consent to its parent company, subsidiary, or affiliate of it. Lessor may assign or otherwise transfer this Agreement, upon written notice to Lessee, subject to the assignee or transferee assuming all of Lessor's obligations contained in this Agreement.
18. **LEASE MODIFICATIONS:** This lease contains the entire agreements between the parties; any modifications must be made as Amendments by instrument in writing attached hereto and made a permanent part hereof.
19. **LEGAL:** This lease is made in the State of Arizona County of Gila and is governed by the Laws of the State of Arizona. Parties hereby agree that any proceeding's arising from default of this lease, shall be heard in a court in the State of Arizona, County of Gila.
20. **NOTICES/COPIES:** Any notice or demand, from either party in this agreement, must be sent via certified mail to the address of the other party as designated in this agreement. Either party may from time to time designate any other address for this purpose by notice to the other party sent via certified mail. Each party in this Agreement shall receive one (1) copy of this Agreement for their records.
21. **RIGHTS:** In any case where the approval or consent of one of the parties hereto is required, requested or otherwise to be given under this Agreement to the other party within this Agreement, such approval or consent shall not be unreasonably delayed or withheld.
22. **PRE-LEASE ACKNOWLEDGMENT:** Lessee acknowledges that prior to entering into this Agreement, authorized personnel of Lessee met with Lessor at the premises, for the purpose of determining suitability of the premises itself, and if the geographic location of the premises would suit Lessee's

desired use. Lessor allowed supervised access to the premises for Lessee personnel to make physical measurements, drawings, discuss possible antenna mounting areas, power and air conditioning requirements, and to perform any RF testing desired by Lessee. Lessor provided this access to Lessee with no cost to Lessee, and under no obligation from Lessee. Lessee also certifies that it has performed due diligence in regard to any Federal, State, or Local permits, and as to anything else that may be required for Lessee legal occupation in and use of Lessor premises; and acknowledges that any failure on its part to perform such due diligence, prior to entering into this Agreement, in no way relieves Lessee of its obligations under this Agreement.

23. **NOTICES AND CONTACT LIST:** All notices, communications, and reports under this Agreement shall be provided to the following:

R&M Repeater, LLC
Christopher F. Salgot- Managing Partner
P.O. Box 1130
Payson, AZ 85547-1130

Gila County Flood Management
Darde de Roulhac
714 S. Beeline Hwy
Payson, AZ 85541

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

IN WITNESS WHEREOF, The parties have executed and bound this agreement on this 12th day of June, 2019.

LESSEE:

GILA COUNTY

James Menlove
For James Menlove, County Manager

LESSOR:

R&M REPEATER, LLC

Christopher F. Salgot
Christopher F. Salgot



AMENDMENT NO. 1 to LEASE AGREEMENT 052219

The following amendments are hereby incorporated into the agreement for the below project

**SITE LEASE AGREEMENT NO. 052219
FLOODPLAIN TOWER SPACE LEASE ON DIAMOND POINT**

Effective June 13, 2012, Gila County and R&M Repeaters LLC entered into a Lease Agreement whereby Gila County is leasing the Diamond Point Mountain Site, Payson, AZ, for repeater radio equipment space.

Lease Agreement 052219 expires on June 30, 2020. Per Item #5-Term, upon agreement of both parties, the lease may be extended for four (4) additional one (1) year terms.

Amendment No. 1 to Lease Agreement No. 052219 will exercise the option to renew the term of Lease Agreement No. 052219 for an additional one (1) year term, from July 1, 2020 to June 30, 2021. Total annual compensation shall not exceed Two Thousand Seven Hundred Ten dollars and 66/100's (\$2,710.66).

All other terms, conditions and provisions of the original Lease Agreement shall remain the same and apply during the July 1, 2020 to June 30, 2021 renewal period.

IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 20th day of July, 2020.

GILA COUNTY

James Menlove, County Manager

Date 7.20.2020

R&M REPEATERS LLC.

Signature

Print Name Christopher F. Salgot



AMENDMENT NO. 2 to LEASE AGREEMENT 052219

*The following amendments are hereby incorporated into the agreement
for the below project*

**SITE LEASE AGREEMENT NO. 052219
FLOODPLAIN TOWER SPACE LEASE ON DIAMOND POINT**

Effective June 13, 2012, Gila County and R&M Repeaters LLC entered into a Lease Agreement whereby Gila County is leasing the Diamond Point Mountain Site, Payson, AZ, for repeater radio equipment space.

Amendment No. 1 to Lease Agreement No. 052219 was executed on July 20, 2020 to exercise the option to renew the term of **Lease Agreement No. 052219** for an additional one (1) year term, from July 1, 2020 to June 30, 2021. Total annual compensation shall not exceed Two Thousand Seven Hundred Ten dollars and 66/100's (\$2,710.66).

Agreement 052219 expires on June 30, 2021. Per Item #5-Term, upon agreement of both parties, the lease may be extended for four (4) additional one (1) year terms.

Amendment No. 1 to Lease Agreement No. 052219 will exercise the option to renew the term of **Lease Agreement No. 052219** for an additional one (1) year term, from July 1, 2021 to June 30, 2022. Total annual compensation shall not exceed Two Thousand Eight Hundred Nineteen dollars and 09/100's (\$2,819.09).

All other terms, conditions and provisions of the original Lease Agreement shall remain the same and apply during the July 1, 2021 to June 30, 2022 renewal period.

IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 22nd day of June, 2021.

GILA COUNTY

James Menlove for JM
James Menlove, County Manager

Date June 22, 2021

R&M REPEATERS LLC.

Christopher F. Salsot
Signature

Print Name Christopher F. Salsot



AMENDMENT NO. 3 to LEASE AGREEMENT 052219

The following amendments are hereby incorporated into the agreement for the below project

SITE LEASE AGREEMENT NO. 052219 FLOODPLAIN TOWER SPACE LEASE ON DIAMOND POINT

Effective June 13, 2012, Gila County and R&M Repeaters LLC entered into a Lease Agreement whereby Gila County is leasing the Diamond Point Mountain Site, Payson, AZ, for repeater radio equipment space.

Amendment No. 1 to Lease Agreement No. 052219 was executed on July 20, 2020 to exercise the option to renew the term of **Lease Agreement No. 052219** for an additional one (1) year term, from July 1, 2020 to June 30, 2021. Total annual compensation shall not exceed Two Thousand Seven Hundred Ten dollars and 66/100's (\$2,710.66).

Amendment No. 2 to Lease Agreement No. 052219 was executed on June 22, 2021, to exercise the option to renew the term of **Lease Agreement No. 052219** for an additional one (1) year term, from July 1, 2021, to June 30, 2022. Total annual compensation shall not exceed Two Thousand Eight Hundred Nineteen dollars and 09/100's (\$2,819.09).

Agreement 052219 expires on June 30, 2022. Per Item #5-Term, upon agreement of both parties, the lease may be extended for four (4) additional one (1) year terms.

Amendment No. 3 to Lease Agreement No. 052219 will exercise the option to renew the term of **Lease Agreement No. 052219** for an additional one (1) year term, from July 1, 2022, to June 30, 2023. Total annual compensation shall not exceed Three Thousand Six Hundred Seventy-Five dollars and 00/100's (\$3,675.00).

Additionally, Amendment No. 3 will serve to add the clause: **Certification of No Forced Labor:** The Company does not currently, and agrees for the duration of this Agreement that the Company will not use:

1. The forced labor of Ethnic Uyghurs in the People's Republic of China;
2. Any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China; and,
3. Any contractors, subcontracts, or suppliers that use the forced labor or any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China.

The Company further agrees that if the Company becomes aware, during the term of the Agreement, that the Company is not in compliance with this Certification, the Company shall notify the County within 5 business days after becoming aware of the non-compliance. If the Company does not remedy the non-compliance within 180-days after sending notice of non-compliance, this Agreement shall automatically terminate.

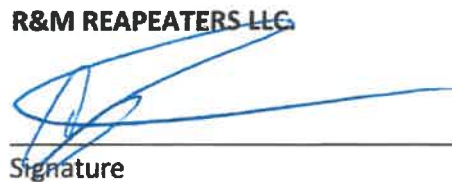
AMENDMENT NO. 3 to LEASE AGREEMENT 052219

All other terms, conditions and provisions of the original Lease Agreement shall remain the same and apply during the July 1, 2022, to June 30, 2023, renewal period.

IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 18 day of August, 2022.

GILA COUNTY

James Menlove, County Manager

R&M REPEATERS LLC

Signature

Date 8.18.2022

Print Name Christopher F. Salsot

SERVICE AGREEMENT NO. 030422-1
RADIOS AND CONSOLES IN GLOBE DISPATCH
SHERIFF'S OFFICE

THIS AGREEMENT, made and entered into this 15th 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. 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 ERVICE 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: 3.15.2020

C & M COMMUNICATIONS



Signature

Christopher F. Salgot
Print Name



AMENDMENT NO. 1 to SERVICE AGREEMENT NO. 030422-1

The following amendments are hereby incorporated into the agreement for the below project

ADJUST RADIOS AND CONSOLES IN GLOBE DISPATCH

SHERIFF'S OFFICE

Effective March 15, 2022, Gila County and C&M Communications LLC entered into a contract whereby C&M Communications LLC agreed to adjust radios and consoles in Globe Dispatch as needed.

The Sheriff's Office would like to increase the original contract amount of Ten Thousand dollars and 00/100's (\$10,000.00) by and additional Ten Thousand dollars and 00/100's (\$10,000.00) due to the installation of radios to new vehicles and the cost of call out work needed for repairs to existing radios.

Amendment No. 1 to Service Agreement No. 030422-1, to Service Agreement No. 030422-1 will serve to increase the contract amount by an additional Ten Thousand dollars and 00/100's (\$10,000.00)

Consequently, the contract is amended to increase the contract amount by \$10,000 for a new total contract amount of not to exceed Twenty Thousand dollars and 00/100's (\$20,000.00) without prior approval by the County

All other terms, conditions, and provisions of the original Contract, shall remain the same and apply during the March 15, 2022, to October 31, 2022, term

IN WITNESS WHEREOF, two (2) identical copies of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 18th day of August, 2022.

GILA COUNTY:


James Menlove, County Manager

C&M COMMUNICATIONS LLC


Signature

Date:

8.18.2022

Christopher F. Salgot
Print Name

CONTRACT AGREEMENT

Contract Name: Jail Admin HVAC Replacement

Contract No.: NCPA No. 02-127

Statement of Purpose and Need (3-5 Sentences) Gila County wishes to utilize Comfort Systems USA, Inc. for HVAC Units. All Documents executed by the National Cooperative Purchasing Alliance on Contract No. 02-127, apply to this procurement between Gila County and Comfort Systems USA, Inc.

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.

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

Certification of No Forced Labor: The Company does not currently, and agrees for the duration of this Agreement that the Company will not use:

1. The forced labor of Ethnic Uyghurs in the People's Republic of China;
2. Any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China; and,
3. Any contractors, subcontracts, or suppliers that use the forced labor or any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China.

The Company further agrees that if the Company becomes aware, during the term of the Agreement, that the Company is not in compliance with this Certification, the Company shall notify the County within 5 business days after becoming aware of the non-compliance. If the Company does not remedy the non-compliance within 180-days after sending notice of non-compliance, this Agreement shall automatically terminate.

Cancellation for Conflict of Interest. This Agreement is subject to cancellation for conflict of interest as provided in A.R.S. § 38-511, which is hereby fully incorporated herein by this reference as if the same as if fully set forth in this contract.

Contract End Date: 10-31-22

Renewal Option: ☐ Yes
☒ No

Maximum Dollar Limit: \$12,288.00

Contract Information

Firm Name: Comfort Systems USA, Inc. Contact Person: Ernie Richmond

Address: 6875 W Galveston Street Phone No: 602-350-1788

City: Chandler State: AZ 85226 Fax: _____ Email: Ernie.richmond@comfortsystemsusa.com

Special Notes:

Gila County is part of the National Cooperative Purchasing Alliance – NCPA, for cooperative purchasing. By using the NCPA contract with Comfort Systems USA, Inc., it will save the county in both time and money for a rate that has already been established in the NCPA bidding process.

Authorization to use a Cooperative Purchasing Agreement with the National Cooperative Alliance, Contract No. 02-127, for HVAC Equipment, Installation, Service, & Related Products-approved this 18 day of August 2022.

GILA COUNTY MANAGER


James Menlove

PROFESSIONAL SERVICE AGREEMENT NO. 080322
DENTAL HYGIENIST

THIS AGREEMENT, made and entered into this 18th day of August, 2022, by and between the Gila County Board of Supervisors, a political subdivision of the State of Arizona, hereinafter designated the **County**, and Rikki Bench, RDH, of the City of Perry, of the State of Utah, 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 provide Dental Services to the community.

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. Provide basic oral health screenings on school aged children in Gila County through the Dental Sealant Program.
2. Provide Fluoride Varnish and Silver Diamine Fluoride for the Dental Sealant Program.
3. Provide one on one health education and educational presentations to site staff, children, nurses, teachers, school administration, community members, or others to educate individuals on proper oral health practices and to promote the County's Oral Health Programs which will include an oral health program through Delta Dental of Arizona, that includes screenings, education, and fluoride applications to Senior citizens in the community.
4. Directs comprehensive reporting and evaluation system to meet grant requirements and track children's oral health status. Manages, maintains, and updates proprietary databases. Reports findings in OOH databases and spreadsheets.

Non-Assignment

The Contractor shall not assign any right or interest in this agreement without the Office of Health's 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 Health and shall not be entitled to any benefits provided to the Office of Health 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, Gila County shall pay to the Contractor an hourly fee of:

- Services \$60.00 per hour

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 Certification of No Forced Labor: The Company does not currently and agrees for the duration of this Agreement that the Company will not use: 1. The forced labor of Ethnic Uyghurs in the People's Republic of China; 2. Any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China; and 3. Any contractors, subcontracts, or suppliers that use the forced labor or any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China.

The Company further agrees that if the Company becomes aware, during the term of the Agreement, that the Company is not in compliance with this Certification, the Company shall notify the County within 5 business days after becoming aware of the non-compliance. If the Company does not remedy the non-compliance within 180-days after sending notice of non-compliance, this Agreement shall automatically terminate.

ARTICLE IX- 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 X – 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 XI – 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 XII – PAYMENT: Contractor shall be paid an hourly rate as stated in Article II of this agreement, but in no event, shall payment exceed \$ 17,100.00 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 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.

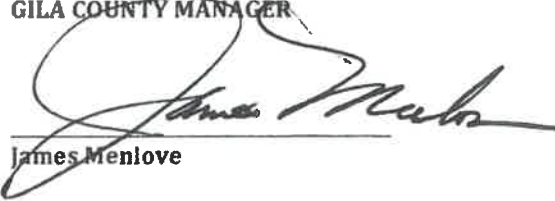
The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

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



Rikki Bench, RDH

Date:

8.18.2022



Rikki Bench, RDH

Print Name

**Gila County Health & Emergency Management
Standing Orders for Dental Hygienists**

The following standing orders outline specific authorizations in accordance with ARS 32-1289 for the treatment of conditions commonly seen by Registered Dental Hygienists (RDH) in school settings and Senior centers (active adult centers) without prior consultation with a supervising dentist.

These standing orders are based on the individual level of training and experience of the RDH. Standing orders must be authorized/updated annually.

Documentation: The RDH shall have access to the patient's medical history and parental consent forms. The RDH will accurately record all assessment, treatment and referral findings in the patient record in accordance with the Arizona School-based Sealant Program protocols and any other grant funded programs which include Delta Dental of Arizona.

Standing Orders: Rikki Bench, RDH, is authorized to perform the following procedures in a school setting according to the accepted methods of the Arizona School-based Sealant Program and other grant funded programs which include Delta Dental of Arizona.

Supervising Dentist: Please check all procedures that will apply to the RDH you will supervise.

Procedure Check all that apply

☐ Application of topical fluorides including SDF, according to the ADA and Centers for Disease Control (CDC) guidelines.

☐ Application of dental sealants according to the ADA, CDC and manufacturer guidelines.

Dental Hygienist: Please check all additional procedures that you will perform

Procedure Check all that apply

- ☒ Perform oral screenings
- ☒ Provide oral hygiene instruction and counseling
- ☒ Provide topical fluorides and SDF
- ☒ Provide dental sealants
- ☒ Provide nutrition and dietary counseling

Rikki Bench
Dental Hygienist (Please Print)

4/7/22
Date

H2448
License #

Rikki Bench
Dental Hygienist (Signature)

Tony Hashemian
Program Supervising Dentist (Please Print)

5/31/22
Date

D4790
License #

Tony Hashemian DDS

Program Supervising Dentist (Signature)

Copy received and reviewed by:



Please Complete and Forward this Document to: Arizona Department of Health Services

Scanned with CamScanner

**Preventive Dental Services for the Contracted Dental Hygienist
Standing Order – Signature Page**

This document allows a dental hygienist employed by or working under contract or as a volunteer for a public health agency or institution or a public or private school authority before an examination by a dentist may perform a screening or assessment and apply sealants and topical fluoride including SDF.

Rickie Burch, RDH 4/7/22
Name and Title Date

SERVICE AGREEMENT NO. 060122-1

LINER REPLACEMENT FOR T-004

PUBLIC WORKS

THIS AGREEMENT, made and entered into this 30th day of August, 2022, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Cutting Edge Supply of the City of Colton, State of California, 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 manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in a similar locality and to the satisfaction of the County under the direction of the **Public Works Director** 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 060122-1** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 060122-1** 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 060122-1**, 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, 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 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. As it relates to Professional Liability claims, the Contractor shall be liable for reasonable defense costs incurred by the County, but only after Contractor is found negligent or found to be at fault.

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, except after ten (10) 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. 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 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 represents 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 represents 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 represents 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 represents that such goods or services will be fit for such particular purpose. Contractor represents 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 represents 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 June 01, 2022 and remains in effect through September 30, 2022.

ARTICLE 15– PAYMENT/BILLING: Contractor shall be paid an amount not to exceed \$6,000.00 for completion of the projects as outlined in the Scope of Service.

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. 060122-1 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY


James Menlove, County Manager

CUTTING EDGE SUPPLY


Signature

Date: 8-30-2020

Ryan Oestreich
Print Name

**PROFESSIONAL SERVICE AGREEMENT NO. 081522
SHERIFF'S OFFICE**

THIS AGREEMENT, made and entered into this 30th day of August 2022, by and between the Gila County Board of Supervisors, a political subdivision of the State of Arizona, hereinafter designated the **County**, and Conditioned Response Training, LLC, of the City of Nutriso, of the 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 provide Detention Training to the Sheriff's Office.

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.

Classes to be taught

The Contractor shall:

- | | | |
|----|------------------------------|----------|
| 1. | Defensive Tactics Instructor | 16 hours |
| 2. | Supervisors Training | 24 hours |
| 3. | Classification | 16 hours |
| 4. | Report Writing | 4 hours |
| 5. | Inmate Discipline | 3 hours |
| 6. | Inmate Grievances | 3 hours |

Non-Assignment

The Contractor shall not assign any right or interest in this agreement without the Sheriff's Office prior written approval, nor shall the Contractor delegate or subcontract any duty hereunder without the County's prior written approval. Any purported assignment, delegation or subcontract without the County's prior written approval shall be void.

ARTICLE II – FEES: Refer to Attachment "A" to **Service Agreement 060122-1** 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 Professional Services Contract 081522, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

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: The Contractor shall maintain in force during the term of this agreement, at the Contractor's expense, professional liability insurance, in the amount of no less than \$1,000,000.00 per occurrence and such other insurance as the County Risk Manager may reasonably require. The Contractor 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 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 Certification of No Forced Labor: The Company does not currently and agrees for the duration of this Agreement that the Company will not use: 1. The forced labor of Ethnic Uyghurs in the People's Republic of China; 2. Any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China; and 3. Any contractors, subcontracts, or suppliers that use the forced labor or any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China.

The Company further agrees that if the Company becomes aware, during the term of the Agreement, that the Company is not in compliance with this Certification, the Company shall notify the County within 5 business days after becoming aware of the non-compliance. If the Company does not remedy the non-compliance within 180-days after sending notice of non-compliance, this Agreement shall automatically terminate.

ARTICLE IX- 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 X – 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 XI – TERM: The Contract commences on September 1, 2022 and remains in effect through August 31, 2023.

ARTICLE XII – PAYMENT: Contractor shall be paid an amount not to exceed \$19,000 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


Cheryl A. Graver
Conditioned Response Training, LLC

Date:

8.30.2022

CHERYL A. GRAVER
Print Name