

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.

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 November 15th

Regular Meeting agenda by no later than 5 p.m. on Monday, November 14th, 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, NOVEMBER 15, 2022 - 10:00 A.M.

1. **CALL TO ORDER - PLEDGE OF ALLEGIANCE - INVOCATION**
2. **PUBLIC HEARINGS:**
 - A. Information/Discussion/Action to adopt Resolution No. 22-11-01 to name South Accuracy Way in the Tonto Basin area. **(Tom Homan)**
 - B. Information/Discussion/Action to consider a liquor license application (County No. LL-22-07) submitted by Margaret Ruth Shortman for the transfer of a Series 6 Bar License at the Hideaway Bar & Grill, 1313 N. Wheatfields Road in Globe; 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. **(Motion to adjourn as the Gila County Board of Supervisors and convene as the Gila County Library District Board of Directors)**
Information/Discussion/Action to adopt Policy No. LBD-PUB-002 - *Gila County Library District Internet Acceptable Use.* **(Jacque Sanders)**
- B. Information/Discussion/Action to adopt Policy No. LBD-PUB-003 - *Gila County Library District Collection Development.* **(Jacque Sanders)**
- C. Information/Discussion/Action to approve Library Service Agreements with the San Carlos Apache Tribe for the San Carlos Public Library for the period July 1, 2022, to June 30, 2023. **(Elaine Votruba) (Motion to adjourn as the Gila County Library District Board of Directors and reconvene as the Gila County Board of Equalization.)**
- D. Information/Discussion/Action to receive and accept Board of Equalization Hearing Officer H. Charles Johnson's recommendation for Petition for Review of Notice of Change for the tax year 2023 hearings that were conducted on November 7, 2022. **(Melissa Henderson) (Adjourn as the Gila County Board of Equalization and reconvene as the Gila County Board of Supervisors.)**
- E. Information/Discussion/Action to accept an FFY 2023 grant award (Contract No. 2023-PTS-023) in the amount of \$25,000 from the Governor's Office of Highway Safety for the period of October 1, 2022, to September 30, 2023, that will be used to support Sheriff's Office personnel services (overtime) and employee-related expenses for Selective Traffic Enforcement Program speed enforcement activities. **(Sarah White)**
- F. Information/Discussion/Action to adopt revised Policy No. BOS-FIN-113 - *Procurement.* **(Mary Springer)**

- G. Information/Discussion/Action to approve Intergovernmental Agreement (Contract No. CTR060267) with the Arizona Department of Health Services in the amount of \$1,229,059 to provide COVID-19 vaccination services from July 1, 2022, to June 30, 2024. **(Josh Beck)**
- H. Information/Discussion/Action to accept the Hazardous Materials Emergency Preparedness Grant Program funding award from the Arizona Department of Environmental Quality in the amount of \$23,000 for the Federal Fiscal Year 2022-2023 with no non-federal match requirement. **(Josh Beck)**
- I. Information/Discussion/Action to approve Amendment No. 1 to Professional Services Contract No. 012021-1 with Canyon Country Design, Inc. and Amendment No. 1 to Professional Services Contract No. 012021-2 with GH2 Architects with a not to exceed amount of \$100,000 per year per contract for on-call services. **(Khristina Knox)**
- J. Information/Discussion/Action to consider the request for funding and approval of the Intergovernmental Agreement between Gila County and the Tonto Natural Resource Conservation District (NRCD) No. 10272022 whereby the County will disburse \$100,000 to the Tonto NRCD to assist in the match funds that are required to the U.S. Forest Service for the Reading the Range Program and establishing a seed harvesting and re-seeding program, which the Board has found to be for the benefit of the public. **(James Menlove)**
- K. Information/Discussion/Action to consider a sealed bid for the purchase of Assessor's tax parcel number 302-41-144 and, if accepted, authorize the Chairman's signature on the Quit Claim Deed. **(Melissa Henderson)**

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

- A. Approval of Amendment No. 1 to Arizona Department of Corrections Contract No. ADC 22-064-26 - *Inmate Work* program for accounts payable to send payments to the Safford, AZ address.
- B. Accepting the grant award from the Arizona Companion Animal Spay/Neuter Committee in the amount of \$5,000 that will be used to expand Gila County's discounted spay/neuter services for a period of one year.
- C. Approval of the appointments of Justices of the Peace Pro Tempore and Civil Traffic Hearing Officers with all terms expiring on December 31, 2023, or unless terminated earlier by order of the Presiding Judge.
- D. Approval to appoint Shelby Barrowdale to fulfill the unexpired term of office of Lisa Brazil to December 31, 2025, and appoint Janette Herrera to the term of office of Stanley Gibson to December 31, 2027, to the Board of Directors of The Industrial Development Authority of the County of Gila, Arizona effective November 15, 2022.
- E. Approval of the monthly activity reports submitted by the Human Resources Department for October 2022.
- F. Approval of finance reports/demands/transfers for the reporting period of October 1, 2022, through October 31, 2022.

- G. Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the month of October 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-7676

Public Hearing 2. A.

Regular BOS Meeting

Meeting Date: 11/15/2022

Submitted For: Tom Homan, GIS Supervisor

Submitted By: Tom Homan, GIS Supervisor

Department: Public Works

Division: Rural Addressing

Information

Request/Subject

Resolution No. 22-11-01 to name a section of road in Tonto Basin as South Accuracy Way

Background Information

Multiple recent lot splits and subsequent development in this area have created the need for property access evaluation. The property owners were unanimous in their communication to satisfy the 75% threshold requirement of Section 807.A of the Gila County Street Naming and Property Numbering Ordinance 2022-06. The property owners were sent the public notice with a dissenting response date of October 28, 2022, with no dissenting responses received.

Evaluation

Accuracy Way branches off of Burtons Lane and is on the east side of Tonto Basin. Section 13 of T6N R10E. Section 805 of the Addressing Ordinance limits similar-sounding names within the County. The name Accuracy is not used elsewhere in Gila County, so the name selection is satisfied.

The site plans, area maps, and public notices are attached.

Conclusion

Naming this road in the Tonto Basin area is supported by the Gila County Street Naming and Property Numbering Ordinance Number 2022-06.

Recommendation

The Public Works Department Director recommends that the Board of Supervisors adopts Resolution No. 22-11-01 naming a road in the Tonto Basin area as South Accuracy Way.

Suggested Motion

Information/Discussion/Action to adopt Resolution No. 22-11-01 to name South Accuracy Way in the Tonto Basin area. **(Tom Homan)**

Attachments

Resolution No. 22-11-01

Accuracy Way Petition

Public Notice

Area Map



RESOLUTION NO. 22-11-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA THE NAMING OF A NEW ROAD IN THE TONTO BASIN, ARIZONA AREA AS SOUTH ACCURACY WAY.

WHEREAS, the Gila County Board of Supervisors initially adopted the Gila County Street Naming and Property Numbering Ordinance on April 1, 1991, and last amended it on August 2, 2022; and,

WHEREAS, street names are assigned to implement the uniform assignment of property numbers and avoid duplicate names that would hinder emergency services and the safety of Gila County residents; and,

WHEREAS, Article 8, Section 805, of the Street Naming and Property Numbering Ordinance limits name duplication within the County; and,

WHEREAS, Article 8, Section 807, of the Street Naming and Property Numbering Ordinance provides guidelines for naming or renaming new or existing streets; and,

WHEREAS, the following street names and locations substantially comply with the provisions of Article 8 of the Ordinance:

SOUTH ACCURACY WAY – Section 13 T6N R10E

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

PASSED AND ADOPTED this 15th day of November 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



GILA COUNTY GIS RURAL ADDRESSING

Please Return To:

Tom Homan, Addressing Supervisor
GILA COUNTY GIS RURAL ADDRESSING
745 N Rose Mofford Way, Globe, Arizona 85501

PROCEDURE FOR NAMING AN EXISTING PUBLIC OR PRIVATE RIGHT-OF-WAY, EASEMENT OR ACCESS ROUTE

In accordance with the provisions of the Gila County Street Naming and Property Numbering Ordinance, the Board of Supervisors may name existing public and private right-of-way, and other access routes. In the naming of access routes, the Board of Supervisors will make every effort to assign those names requested by at least 75% of the residents or the residents living along said routes provided that the requested name conforms to the Article 6 and 8 of the Street Naming and Property Numbering Ordinances.

PETITION FOR THE NAMING OF A PRIVATE OR PUBLIC RIGHT-OF-WAY, EASEMENT, OR OTHER ACCESS ROUTE

WE THE UNDERSIGNED, ALL BEING PROPERTY OWNERS IN GILA COUNTY, ARIZONA, DO HEREBY PETITION THE HONORABLE BOARD OF SUPERVISORS TO NAME A PUBLIC RIGHT- OF- WAY, EASMENT, OR OTHER ACCESS ROUTE LOCATED AND DESCRIBED AS FOLLOWS:

PROPOSED ROAD NAME #1: S. Accuracy Way
PROPOSED ROAD NAME #2: _____
PROPOSED ROAD NAME #3: _____

Printed Name	Signature	Mailing Address, Phone # and APN (Parcel #)	Email
Samuel Christenson	[Redacted]	9 W EMERALD WAY	[Redacted]
Montey Shannon	[Redacted]	909 W. Granada Way	[Redacted]
Mark Taylor	[Redacted]	22 TBAZ85553 (201-06-1457	[Redacted]
Todd [Redacted]	[Redacted]	Po Box 961 Tonto Basin 85553	[Redacted]
Bruce Bogart	[Redacted]	Po Box 1044 Tonto Basin AZ 85553	[Redacted]
Michael M. Golightly	[Redacted]	3900 E. Huntington Dr 3900 E. Huntington	[Redacted]

PUBLIC NOTICE

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

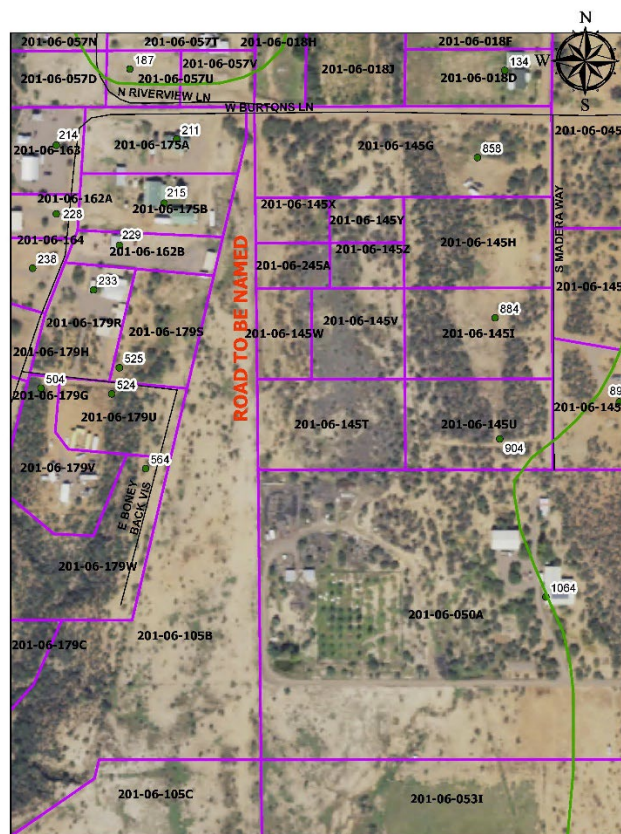
Record of Survey 5390 created the initial access easement for several new parcels. Discussions with the property owners have resulted in the selection of the road name of **S Accuracy Way**.

To file an objection to the proposed names, residents must file an alternative petition in writing to the Rural Addressing Department by Friday, October 28, 2022 at 5:00pm, per Gila County Street Naming Ordinance No. 2022-06. Petitions can be obtained through the Rural Addressing Department upon request or via the Gila County web site.

The public hearing to name the road is scheduled for Tuesday, November 15, 2022 at 10:00 a.m., or thereafter, located at the Gila County Courthouse, 1400 East Ash Street, Globe, AZ.

Inquiries and objections may be directed to:

Tom Homan, GIS/Addressing Supervisor
745 N Rose Mofford Way
Globe, AZ 85501
(928) 402-8597



Proposed Road Name Highlighted



Location Map
South Accuracy Way



ARF-7634

Public Hearing 2. B.

Regular BOS Meeting

Meeting Date: 11/15/2022

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-22-07) - Margaret Ruth Shortman - Hideaway Bar & Grill LLC

Background Information

Margaret Ruth Shortman submitted an application to the Arizona Department of Liquor Licenses and Control (DLLC) for the transfer of a Series 6 Bar License at the Hideaway Bar & Grill located at 1313 N. Wheatfields Road in Globe. There is an existing liquor license at the location but Ms. Shortman is an interim permit to operate.

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 October 13, 2022, and removed on November 4, 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-22-07) submitted by Margaret Ruth Shortman for the transfer of a Series 6 Bar License at the Hideaway Bar & Grill, 1313 N. Wheatfields Road in Globe; and issue a recommendation to the Arizona Department of Liquor Licenses and Control whether the license should be granted. **(Melissa Henderson)**

Attachments

The Hideaway Bar & Grill- Application

The Hideaway Bar & Grill- Affidavit of Posting

The Hideaway Bar & Grill- H&E Response

The Hideaway bar & Grill- Treasurer Response

The Hideaway Bar & Grill- Comm Dev Response

Received 10/10/22
LL-22-07

State of Arizona
Department of Liquor Licenses and Control

Created 10/04/2022 @ 01:12:47 PM

Local Governing Body Report

LICENSE

Number: 06040004 Type: 006 BAR
Name: HIDEAWAY BAR & GRILL LLC
State: Pending
Issue Date: Expiration Date: 06/30/2023
Original Issue Date: 08/02/1982
Location: 1313 N WHEATFIELDS ROAD
GLOBE, AZ 85501
USA
Mailing Address: 1275 N WHEATFIELDS ROAD
GLOBE, AZ 85501
USA
Phone: (928)425-6666
Alt. Phone: (360)915-2808
Email: MSHORTMAN64@GMAIL.COM

Currently, this license has pending applications.

AGENT

Name: MARGARET RUTH SHORTMAN
Gender: Female
Correspondence Address: 1275 N WHEATFIELDS ROAD
GLOBE, AZ 85501
USA
Phone: (360)915-2808
Alt. Phone:
Email: MSHORTMAN64@GMAIL.COM

OWNER

Name: HIDEAWAY BAR & GRILL LLC
Contact Name: MARGARET RUTH SHORTMAN
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: 23395103 State of Incorporation: AZ
Incorporation Date: 07/07/2022
Correspondence Address: 1275 N WHEATFIELDS ROAD
GLOBE, AZ 85501
USA
Phone: (360)915-2808
Alt. Phone:
Email: MSHORTMAN64@GMAIL.COM

Officers / Stockholders

Name:
ROGER LEROY SHORTMAN
MARGARET RUTH SHORTMAN

Title:
MEMBER
MEMBER

% Interest:
50.00
50.00

HIDEAWAY BAR & GRILL LLC - MEMBER

Name: MARGARET RUTH SHORTMAN
Gender: Female
Correspondence Address: 1275 N WHEATFIELDS ROAD
GLOBE, AZ 85501
USA
Phone: (360)915-2808
Alt. Phone:
Email: MSHORTMAN64@GMAIL.COM

HIDEAWAY BAR & GRILL LLC - MEMBER

Name: ROGER LEROY SHORTMAN
Gender: Male
Correspondence Address: 1275 N WHEATFIELDS ROAD
GLOBE, AZ 85501
USA
Phone: (360)915-2807
Alt. Phone:
Email: MSHORTMAN64@GMAIL.COM

APPLICATION INFORMATION

Application Number: 212144
Application Type: Owner Transfer
Created Date: 10/03/2022

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?
Yes
If Yes, what City, Town or Tribal Reservation is this Business located in?
GILA COUNTY
- 8) Did the Premises phone number change?
No
- 10) Provide name, address, and distance of nearest school. (If less than one (1) mile note footage)
GLOBE HIGH SCHOOL 437 HIGH STREET GLOBE, AZ 85501 9.9 MILES
- 11) Are you one of the following? Please indicate below.
Property Tenant
Sub-tenant
Property Owner
Property Purchaser
Property Management Company
PROPERTY PURCHASER
- 12) Is there a penalty if lease is not fulfilled?
No
- 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.
PATIO CONTIGUOUS
- 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)
\$70,000

IP

State of Arizona
Department of Liquor Licenses and Control

Created 10/04/2022 @ 01:13:08 PM

Local Governing Body Report

LICENSE

Number: INP040020379 Type: INP INTERIM PERMIT
Name: HIDEAWAY BAR & GRILL LLC
State: Active
Issue Date: 10/04/2022 Expiration Date: 01/17/2023
Original Issue Date: 10/04/2022
Location: 1313 N WHEATFIELDS ROAD
GLOBE, AZ 85501
USA
Mailing Address: 1275 N WHEATFIELDS ROAD
GLOBE, AZ 85501
USA
Phone: (928)425-6666
Alt. Phone: (360)915-2808
Email: MSHORTMAN64@GMAIL.COM

AGENT

Name: MARGARET RUTH SHORTMAN
Gender: Female
Correspondence Address: 1275 N WHEATFIELDS ROAD
GLOBE, AZ 85501
USA
Phone: (360)915-2808
Alt. Phone:
Email: MSHORTMAN64@GMAIL.COM

OWNER

Name: HIDEAWAY BAR & GRILL LLC
Contact Name: MARGARET RUTH SHORTMAN
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: 23395103 State of Incorporation: AZ
Incorporation Date: 07/07/2022
Correspondence Address: 1275 N WHEATFIELDS ROAD
GLOBE, AZ 85501
USA
Phone: (360)915-2808
Alt. Phone:
Email: MSHORTMAN64@GMAIL.COM

Officers / Stockholders

Name:
ROGER LEROY SHORTMAN
MARGARET RUTH SHORTMAN

Title:
MEMBER
MEMBER

% Interest:
50.00
50.00

HIDEAWAY BAR & GRILL LLC - MEMBER

Name: MARGARET RUTH SHORTMAN
Gender: Female
Correspondence Address: 1275 N WHEATFIELDS ROAD
GLOBE, AZ 85501
USA
Phone: (360)915-2808
Alt. Phone:
Email: MSHORTMAN64@GMAIL.COM

HIDEAWAY BAR & GRILL LLC - MEMBER

Name: ROGER LEROY SHORTMAN
Gender: Male
Correspondence Address: 1275 N WHEATFIELDS ROAD
GLOBE, AZ 85501
USA
Phone: (360)915-2807
Alt. Phone:
Email: MSHORTMAN64@GMAIL.COM

APPLICATION INFORMATION

Application Number: 212147
Application Type: New Application
Created Date: 10/03/2022

QUESTIONS & ANSWERS

INP Interim Permit

- 1) Enter License Number currently at location
06040004
- 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
A Document of type INTERIM NOTARY PAGE is required.

Fence

Fence

Patio

Entrance
to
Patio -
Door entrance to
Fence

Shower room

cooler

(Alcohol)

Counter

sink

sink

Bar

(Alcohol)

coolers

2 refrigerators

counter

microwave sinks

counter

Kitchen

deep fryer
grill

enchil

Liquor
Storage
+ Office

Restaurant
Seating

2000 sq. ft

entrance

men
room

women's
room

Storage

20 OCT 3 1974 DEC 10 54



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: 10-13-22

Date of Posting Removal: 11-04-2022

Applicant's Name: Shortman Margaret Ruth
Last First Middle

Business Address: 1313 N. Wheatfields Road Globe 85501
Street City Zip

License #: 212144

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

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

[Signature] Chief Deputy 11/02/2022
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: October 10, 2022

TO: Josh Beck
Health and Emergency Management Division Director

FROM: Melissa Henderson, Chief Deputy Clerk of the Board

SUBJECT: Liquor License Application for The Hideaway Bar & Grill; Series #6

A public hearing will be held by the Board of Supervisors on November 15, 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 Sam Trimble, Deputy Clerk, by *no later* than November 7, 2022.

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

Hideaway Bar and Grill has completed all necessary requirements of Health and Emergency Management. Their new permits to operate have been issued. There are no pending issues or concerns.

Signed: _____



INTEROFFICE MEMORANDUM

DATE: October 10, 2022

TO: Monica Wohlforth, Treasurer

FROM: Melissa Henderson, Chief Deputy Clerk of the Board

SUBJECT: Liquor License Application for The Hideaway Bar & Grill; Series #6

A public hearing will be held by the Board of Supervisors on November 15, 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 Sam Trimble, Deputy Clerk, by *no later* than November 7, 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.

Taxes are current.

Signed: Monica Wohlforth, Treasurer 10/14/22



INTEROFFICE MEMORANDUM

DATE: October 10, 2022

TO: Randy Pluimer, Department Director
Community Development Division

FROM: Melissa Henderson, Chief Deputy Clerk of the Board

SUBJECT: Liquor License Application for The Hideaway Bar & Grill; Series #6

A public hearing will be held by the Board of Supervisors on November 15, 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 Sam Trimble, Deputy Clerk, by no later than November 7, 2022.

Indicate whether the applicant has any pending issues with regard to your department, such as building permits, Building Code clearance requirements, etc. NOT AT THE TIME OF INSPECTION

Signed: _____

ARF-7656

Regular Agenda Item 3. A.

Regular BOS Meeting

Meeting Date: 11/15/2022

Submitted For: Jacque Sanders, Deputy County Manager/Librarian

Submitted By: Jacque Sanders, Deputy County Manager/Librarian

Department: Deputy County Mgr/Library District

Information

Request/Subject

Adoption of Policy No. LBD-PUB-002 - *Gila County Library District Internet Acceptable Use.*

Background Information

LBD-PUB-002 - *Gila County Library District Internet Acceptable Use* revises the Acceptable Use Policy for the Internet that was adopted by the Board on November 2, 1999. To be eligible for the federal E-Rate program, Libraries and Schools are required to have an Internet Acceptable Use Policy that addresses, among other things, filtering capabilities to comply with the Children's Internet Protection Act (CIPA). This revision updates the statutory references and adds harassment to the list of prohibited activities.

This Policy including the Conditions of Use was presented for discussion and review at the November 1, 2022, meeting.

Evaluation

The purpose of LBD-PUB-002 - *Gila County Library District Internet Acceptable Use Policy* is to set forth the conditions of use and responsibilities for public access to the Library's computers and Internet services and to outline the consequences for inappropriate or illegal use of the Library computers and Internet networks. This policy speaks to the public's use and will apply to all public libraries in Gila County that connect to the Internet that is provided by the Gila County Library District. LBD-001 was adopted on April 2, 2019, and covers staff and volunteer usage of computer resources.

Conclusion

It is necessary to update and revise the Internet Acceptable Use Policy to remain in compliance with the Children's Internet Protection Act (CIPA) and updates the applicable statutory references.

Recommendation

Library Staff recommends the adoption of Policy No. LBD-PUB-002 - *Gila County Library District Internet Acceptable Use*.

Suggested Motion

(Motion to adjourn as the Gila County Board of Supervisors and convene as the Gila County Library District Board of Directors)
Information/Discussion/Action to adopt Policy No. LBD-PUB-002 - *Gila County Library District Internet Acceptable Use*. **(Jacque Sanders)**

Attachments

LBD-PUB-002-Gila County Library Dist Internet Acceptable Use
Policy Final

1999 Acceptable Use Policy

Gila County Library District INTERNET ACCEPTABLE USE POLICY	Policy Number: LBD-PUB-002	Page
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I. PURPOSE:

To set forth the conditions of use and responsibilities for public access to the Library's computers and Internet services. To outline the consequences for inappropriate or illegal use of the Library computers and Internet networks.

II. POLICY:

The Gila County Library District (GCLD) provides public computer and wireless Internet access in keeping with its role as a source of information, intellectual development and enrichment for the communities we serve. The computers are provided to library customers as an important service. GCLD does not guarantee that any computer system or software will function flawlessly.

This policy applies to the public's use of electronic resources, including all public access computers as well as personal devices that connect to Library Internet. This policy applies to all public libraries within Gila County that receive Internet access provided by GCLD. An Affiliate Library Board of Directors may adopt their own Acceptable Use Policy for Internet that they provide as a supplement to GCLD Internet.

All individuals who wish to use the Internet at the Library must agree to the Conditions of Use prior to making use of the computers. This Policy and the Conditions of Use will be displayed at all libraries and available on the GCLD website

SIGNATURE:

CHAIRMAN, BOARD OF DIRECTORS

DATE

Gila County Library District INTERNET ACCEPTABLE USE POLICY	Policy Number: LBD-PUB-002	Page
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CONDITIONS OF USE

Computer and Internet users (Customers) are required to exercise responsible, ethical behavior when using the Technology. Customer use of GCLD computers is limited to the existing equipment and software and configuration of the same. Customers may not, under any circumstance, delete any existing software programs or alter the physical configuration of hardware. Customers may not unplug cables and plug in personal hardware to the GCLD network.

Access to the Internet is provided as an integral part of the GCLD services. Customers are expected to use the Internet in a manner that respects and gives consideration to other library customers.

Each customer must carefully consider what information he or she chooses to enter, write, or send on library computers or via the Library Wi-Fi network. Viruses and malicious code can be transferred via the Internet, despite virus protection and other security software. No encryption software is installed on GCLD computers.

Any Internet site or service that requires the user to provide personal information may not be safe. A customer who chooses to enter personal information does so at his or her own risk and assumes all responsibility for any consequences.

A. THE FOLLOWING ACTIVITIES ARE PROHIBITED:

Except as expressly provided otherwise in this Policy, the following personal uses of the Technology are absolutely prohibited:

- The Internet computer equipment and software must be used as installed. You may not add, delete, or change anything on library computers.
- You may not use the Internet for activity that violates Arizona law by:

--Engaging in activities that are harmful to minors as defined in A.R.S. §13-3501, 3506, and §3506-01.

--Publicly displaying explicit sexual materials (A.R.S. §13-3507).

--Committing telecommunications fraud (A.R.S. §13-3707).

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- The use of computers and devices in ways that are disruptive, or anything construed as harassment or cyberbullying.
- You may not use the Internet for activity prohibited by federal law. Some material on the Internet may be protected by federal copyright laws (see generally Title 17, United States Code A). Unauthorized reproduction or distribution of copyrighted materials is illegal, except as permitted by the principles of “fair use”. Generally, fair use of copyright materials is limited to copies made for personal use, private study, scholarship, or research. If the use of copyrighted materials does not fall within fair use, permission is required from the copyright holder to use the protected material.
- It is illegal to use this equipment to harm other users or computer systems including, but not limited to hacking into any system, introducing any virus, worm, spyware, or other harmful program or code.
- Engaging in any activities intended to aid in identity or credit card theft or fraud.

B. INTERNET FILTERING

Despite the unregulated nature of the Internet, Gila County Library District acknowledges the need for children to have an age-appropriate Internet experience. As called for by A.R.S. Title 34, Chapter 5, filtering software is intended to provide an option for parents and children when searching the World Wide Web. Filters limit materials accessed by the user, although they do not guarantee that objectionable material will not be seen. As with other library materials, restriction of a child’s access to the Internet is the responsibility of the parent or legal guardian. It is recommended that parents supervise their child’s Internet sessions.

In order to meet the requirements of A.R.S. §34-501, A.R.S. §34-502, and the Children’s Internet Protection Act (CIPA) (Public Law 106-554, December 21, 2000), Gila County Library District uses commercially produced Internet filtering software on our computers and wireless network to filter visual depictions that are obscene (as defined in Section 9101 of Title 20, U.S. Code), visual depictions that are child pornography (as defined in Section 2256 of Title 18, U.S. Code), and material that is harmful to minors (as defined in CIPA, A.R.S. §34-501, and A.R.S. §34-502). Adults aged 18 or older may request staff to disable the Internet filter to allow access to blocked websites on any adult public access computer. All library policies and guidelines remain in effect. **Internet workstations in children’s areas may not have filters disabled.**

C. VIOLATIONS OF COMPUTER AND INTERNET USE

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Customers whose behavior is inappropriate for a public library will be asked to modify their behavior. If they fail to do so, they will be asked to leave the library premises. Consistent with this policy, library customers who violate any of the Internet Use Guidelines may have their library use privileges suspended and be asked to leave the library. Individuals who are found to have repeatedly violated any of the Internet Use Guidelines may have their library privileges terminated.

- The police will be contacted if a staff member reasonably suspects that behavior which constitutes criminal offense has been committed on library premises.

D. THINGS TO KNOW ABOUT THE INTERNET

- No one controls its contents. Anyone can write anything they like, so you may find information that is offensive to you.
- Since people can write whatever they like, information may be outdated, incomplete or just plain wrong. Question what you find. If the information is important to you, verify it with another source. A librarian can assist you with this.
- Any information that you enter into the Internet can be read by other people. Think before you write. Entering credit card numbers, personal information, addresses, social security numbers etc. may not be safe.
- The library uses a virus-checker on the computer workstations. However, if you bring in a personal storage device, it may not be completely protected from getting a computer virus. An infected storage device, inserted into any computer, could cause damage to that computer.
- Gila County Library District is not responsible for information found on the Internet or what you do with it. The library is not responsible for loss of privacy, damages or loss of information caused by use of Internet services.

GILA COUNTY LIBRARY DISTRICT ACCEPTABLE USE POLICY FOR ELECTRONIC SERVICES

INTRODUCTION:

The Gila County Library District offers access to a variety of electronic resources that bring a wealth of information to our customers. These resources include free access to the Internet, which is a huge collection of large and small connected computer networks around the world. The Gila County Library District is not and does not intend to be a full-service Internet provider for the general public. Services that may not be available to the public include newsgroups, chat, telnet and personal e-mail accounts. Customers and staff who use the library's Internet connection are subject to the following policies and procedures.

INTERNET ACCESS:

All patrons and the public will be required to sign the Gila County Library District Computer Acceptable Use Policy Agreement prior to using the library district's computers. The Internet computers that are available for the public's use SHALL NOT be used by unaccompanied children age 18 and under. Children may accompany adults that have signed an Acceptable Use Policy Agreement. The GCLD recognizes the need for children to have an age-appropriate Internet experience. As is the case with access to other materials in the library's collection, any restriction on a minor's access to or use of, external networks shall be the responsibility of the minor's parent or legal guardian. As called for by ARS Title 34, Chapter 5, the GCLD restricts minors from gaining access to material that is harmful to minors. The Gila County Library District Computer Acceptable Use Policy Agreement contains a partial listing of Filtered Search Engines and Child Friendly Sites.

THE FOLLOWING ACTIVITIES ARE PROHIBITED:

- The Internet computer and equipment and software must be used as installed. You may not add, delete or change anything on library computers.
- You may not use the Internet for activity that violates Arizona law by:
 - Engaging in activities that are harmful to minors as defined in ARS 13-3501, 3506, and 3508.
 - Publicly displaying explicit sexual materials (ARS 13-3507).
 - Committing telecommunications fraud (ARS 13-3707).
- You may not use the Internet for activity prohibited by federal law. Some material in the Internet may be protected by federal copyright laws (see generally Title 17, United States Code). Unauthorized reproduction or distribution of copyrighted materials is illegal, except as permitted by the principals of "fair use." Generally, fair use of copyrighted materials is limited to copies made for personal use, private study,

scholarship, or research. Violation of copyright laws can result in severe civil and criminal penalties. Users of the Gila County Library District computer terminals are solely responsible for use of materials that may constitute copyright infringement.

VIOLATION OF INTERNET USE GUIDELINES:

Customers whose behavior is inappropriate for a public library will be asked to modify their behavior. If they fail to do so, they will be asked to leave the library premises. Consistent with this policy, library customers who violate any of the Internet Use Guidelines may have their library use privileges suspended and be asked to leave the library. Individuals who are found to have repeatedly violated any of the Internet Use Guidelines may have their library privileges terminated. The police will be contacted if a staff member reasonably suspects that behavior which constitutes a criminal offense has been committed on library premises.

THINGS TO KNOW ABOUT THE INTERNET:

- No one controls its contents. Anyone can write anything they like, so you may find information that is offensive to you.
- Since people can write whatever they like, information may be outdated, incomplete or just plain wrong. Question what you find. If the information is important to you, verify it with another source. A librarian can assist you with this.
- Any information that you enter into the Internet can be read by other people. Think before you write. Entering credit card numbers, personal information, addresses, social security numbers etc. may not be safe.
- The library uses software to scan for viruses on the computer workstations. However, if you bring in a personal disk it may not be completely protected from getting a virus. An infected disk, inserted into any computer, could cause damage to that computer.
- The Gila County Library District does not provide e-mail accounts for the public and does not support access to newsgroups, Internet relay chat, or games.
- The Gila County Library District is not responsible for information found on the Internet or what you do with it.

ACKNOWLEDGMENTS:

Gila County Library District gratefully acknowledges those public libraries from which it received advice and assistance in developing this policy, and from which it adapted some of the language used in it. Thanks to Arizona Department of Library, Archives, and Public Records, Tucson-Pima Public Library, Glendale Public Library and Parker Public Library.

Adopted 11-2-1999

ARF-7657

Regular Agenda Item 3. B.

Regular BOS Meeting

Meeting Date: 11/15/2022

Submitted For: Jacque Sanders, Deputy County Manager/Librarian

Submitted By: Jacque Sanders, Deputy County Manager/Librarian

Department: Deputy County Mgr/Library District

Information

Request/Subject

Adoption of Policy No. LBD-PUB-003 - *Gila County Library District Collection Development.*

Background Information

Originally the Library District was an administrative office and only provided a limited Large Print collection on a rotating basis to supplement the Affiliate Library collections. In recent years, the Library District has expanded the county collection to include digital materials (e-books and e-audio), e-resources and databases, and children's books. In addition, for the past three years, Gila County Library District (GCLD) has been operating the Hayden Public Library on an interim basis as a branch of the GCLD. Because of these changes, it is time for the GCLD to adopt a Collection Development Policy.

Evaluation

The purpose of LBD-PUB-002 - *Gila County Library District Collection Development* policy is to guide staff and inform the public of the principles upon which collection development management decisions are based, to set forth the standards and requirements for the selection of library materials, and to establish a collection of works that meet the cultural, informational, educational and recreational needs of the residents of Gila County. The policy covers audiences, criteria for selection, collection maintenance, responsibility, cooperative relationships, parental responsibilities, recommendations, reconsideration, gifts, and donations. This policy applies to the Gila County Library District and its collections both physical and digital and any libraries under the management of GCLD.

Affiliate libraries may choose to adopt and utilize this policy.

Conclusion

It is necessary for the Gila County Library District to have a complete Collection Development Policy since the Library District now has Collections that need managed.

Recommendation

Library staff recommends the adoption of Policy No. LBD-PUB-003 - *Gila County Library District Collection Development*.

Suggested Motion

Information/Discussion/Action to adopt Policy No. LBD-PUB-003 - *Gila County Library District Collection Development*. **(Jacque Sanders)**

Attachments

LBD-PUB-003 Gila County Library Dist Collection Development Policy Final

Gila County Library District COLLECTION DEVELOPMENT POLICY	Policy Number: LBD-PUB-003	Page
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I. PURPOSE:

To guide staff and inform the public of the principles upon which collection development management decisions are based; to set forth the standards and requirements for the selection of library materials; and, to establish a collection of works that meet the cultural, informational, educational, and recreational needs of the residents of Gila County in a manner which supports the Gila County Library District's mission and vision.

II. SCOPE:

This policy applies to the Gila County Library District (GCLD), its collections both physical and digital, and any libraries under the management of the GCLD. This policy applies to materials purchased, licensed to, or otherwise acquired by the library; it does not apply to Internet content or free materials, such as community newspapers.

Affiliate Libraries of the GCLD may choose to adopt and utilize this policy by the action of their Library District Board of Directors.

III. POLICY:

The collection is the foundation upon which the Gila County Library District (GCLD) builds its services. GCLD strives to develop a diverse, strong, and balanced collection that serves the needs of our growing population. The collection will include materials that provide varying levels of entertainment; education; differing social and religious customs, cultures, and languages; a choice of format; different viewpoints; and subject matter for many levels of comprehension. The content of Internet websites and free materials, such as community newspapers, are not part of the GCLD collection.

A. AUDIENCE/COMMUNITY

The GCLD serves a diverse and dynamic population. Gila County's population is composed of every age group and multiple socio-economic and cultural/ethnic demographics. GCLD is committed to supporting the reading, recreational, listening, and viewing options for the entire community.

B. CRITERIA FOR SELECTION

Several factors are taken into consideration before an item is selected for the GCLD collection. Selection of a work does not constitute the endorsement or advocacy of the work's contents or the moral, religious, or political beliefs expressed therein by GCLD, its officers, staff, agents, or boards. Selected materials are not marked or identified to show approval or disapproval of the contents. To increase the depth of the collection, GCLD acquires licensed software and databases for use by customers. Materials in all

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formats will be evaluated and selected in accordance with professional standards and criteria including but not limited to literary merit, current and anticipated needs of the community, cost and funding, quality of production, representation of diverse points of view, and timeliness of the information.

C. COLLECTION MAINTENANCE

The systematic removal of materials is critical for the maintenance of the GCLD collection. The removal process ensures that the collection continues to meet the diverse and changing needs of the community. Items may be transferred or withdrawn from the collection for the following reasons:

- Poor physical condition
- Obsolete information
- Insufficient public use
- Number of copies exceeds demand
- Availability of similar or more recently published materials in the subject area
- Prohibitive cost of maintaining the material

D. RESPONSIBILITY FOR COLLECTIONS

Decisions on selection, withdrawal, and collection maintenance will be made by authorized library staff. The Library Director retains the ultimate responsibility and authority for the GCLD collections.

E. COOPERATIVE RELATIONSHIPS

GCLD maintains cooperative relations with several other libraries as well as the Arizona State Library, Archives and Public Records Agency. As part of these agreement items owned by other agencies may appear in our catalog, though they are not part of GCLD's collection. GCLD participates in the interlibrary loan network to enable customers to borrow print materials that are not a part of GCLD's collection.

F. PARENTAL RESPONSIBILITIES

GCLD respects the rights and responsibilities of parents or guardians in determining and monitoring the use of library resources by children under the age of 18. While available to provide guidance on selections, library staff members are not responsible for monitoring a child's use of and selection from library collections.

G. RECOMMENDATIONS

Community input is an important part of the collection development process. GCLD accepts suggestions and comments regarding materials that may further meet the needs of the community. Budgetary constraints may limit the number of requested items acquired. Selection decisions are made by Library Director in accordance with the standards set forth in the policy.

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H. RECONSIDERATION

The library recognizes that customers have a right to free speech and a right to receive information. In accordance with the American Library Association's Library Bill of Rights (Appendix A), the library endeavors to make available a broad range of information and ideas.

The customer may examine the many points of view provided in the Library's collections and draw his/her own conclusions about the materials. It is the individual's responsibility to reject, either for himself/herself or for his/her children, any materials that the customer finds unsuitable. Library staff is available to provide assistance and access to resources to help the customer choose appropriate materials.

As set forth in this policy, materials are placed into the GCLD collections based on their merit and relevance to a balanced collection. The selection of materials for adults and young adults is not influenced by the possibility that children may have access to the materials. GCLD will not withdraw materials solely because of objection to content.

Customers concerned about specific items included in the Library's collections may discuss concerns with Library staff. Concerns may also be present to the Library Director by completing a reconsideration form available at any affiliate/branch library. The concerns will be addressed in a timely manner according to established administrative procedures.

I. GIFTS AND DONATIONS

The library accepts gifts that meet collection development criteria. All items donated become the property of GCLD/affiliates/branches. The library has the sole discretion to determine whether a donated item will be included in the collection, forwarded to a private, non-profit local Library Friends group, or disposed of in another manner. For tax-deductible donations, customers may elect to donate materials directly to a Friends group of any Gila County affiliate/branch.

SIGNATURE:

CHAIRMAN, BOARD OF DIRECTORS

DATE

Gila County Library District COLLECTION DEVELOPMENT POLICY	Policy Number: LBD-PUB-003	Page
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APPENDIX A

Library Bill of Rights

The American Library Association affirms that all libraries are forums for information and ideas, and that the following basic policies should guide their services.

I. Books and other library resources should be provided for the interest, information, and enlightenment of all people of the community the library serves. Materials should not be excluded because of the origin, background, or views of those contributing to their creation.

II. Libraries should provide materials and information presenting all points of view on current and historical issues. Materials should not be proscribed or removed because of partisan or doctrinal disapproval.

III. Libraries should challenge censorship in the fulfillment of their responsibility to provide information and enlightenment.

IV. Libraries should cooperate with all persons and groups concerned with resisting abridgment of free expression and free access to ideas.

V. A person's right to use a library should not be denied or abridged because of origin, age, background, or views.

VI. Libraries which make exhibit spaces and meeting rooms available to the public they serve should make such facilities available on an equitable basis, regardless of the beliefs or affiliations of individuals or groups requesting their use.

VII. All people, regardless of origin, age, background, or views, possess a right to privacy and confidentiality in their library use. Libraries should advocate for, educate about, and protect people's privacy, safeguarding all library use data, including personally identifiable information.

Adopted June 19, 1939, by the ALA Council; amended October 14, 1944; June 18, 1948; February 2, 1961; June 27, 1967; January 23, 1980; January 29, 2019. Inclusion of "age" reaffirmed January 23, 1996.

A history of the Library Bill of Rights is found in the latest edition of the [Intellectual Freedom Manual](#).

ARF-7683

Regular Agenda Item 3. C.

Regular BOS Meeting

Meeting Date: 11/15/2022

Submitted For: Jacque Sanders, Deputy County Manager/Librarian

Submitted By: Elaine Votruba, Public Services Librarian

Department: Deputy County Mgr/Library District

Division: Library District

Fiscal Year: 2022-2023 Budgeted?: Yes

Contract Dates July 1, 2022 to June Grant?: No

Begin & End: 30, 2023

Matching No Fund?: Renewal

Requirement?:

Information

Request/Subject

Approval of the Library Service Agreements for the San Carlos Public Library for FY 22/23.

Background Information

The Gila County Library District contracts annually with the affiliate public libraries to cooperate in the provision of library services to the citizens of the District. These Library Service Agreements serve as contracts for facilitating funding and resource sharing.

On July 19, 2022, the Board of Supervisors approved Library Service Agreements for Globe Public Library, Payson Public Library, Tonto Basin Public Library, and Young Public Library for the period July 1, 2022, to June 30, 2023. On September 6, 2022, the Board of Supervisors approved the Library Service Agreements for the Isabelle Hunt Memorial Library (Pine) and the Mimi Memorial Public Library for the same period of July 1, 2022, to June 30, 2023. The Library Service Agreement for the San Carlos Library was delayed and is being presented to the Board for approval at this time.

Evaluation

Library funding is based on the aggregate percentages of the four library service measures, from the baseline FY 12, along with a base amount for each of the community libraries. This year's funding total is as follows:

San Carlos Public Library - \$37,500.

The Library District will distribute these amounts in two installments -- the first installment for this year will be following the approval of this item and the second in May 2023.

Conclusion

Approval of the FY 22/23 Library Service Agreements with the San Carlos Apache Tribe will facilitate funding and resource sharing with the affiliate libraries of the Gila County Library District. The San Carlos Public Library is an affiliate library.

Recommendation

The Gila County District Librarian recommends approval of the FY23 Library Service Agreements between the Gila County Library District and the San Carlos Apache Tribe for the San Carlos Public Library.

Suggested Motion

Information/Discussion/Action to approve Library Service Agreements with the San Carlos Apache Tribe for the San Carlos Public Library for the period July 1, 2022, to June 30, 2023. **(Elaine Votruba) (Motion to adjourn as the Gila County Library District Board of Directors and reconvene as the Gila County Board of Equalization.)**

Attachments

San Carlos LSA

**GILA COUNTY LIBRARY DISTRICT
LIBRARY SERVICE AGREEMENT
JULY 1, 2022 TO JUNE 30, 2023**

This Agreement (this "Agreement") is entered into by and between the GILA COUNTY LIBRARY DISTRICT, hereinafter referred to as the "District," and the SAN CARLOS APACHE TRIBE, hereinafter referred to as the "Tribe" and shall be for a period commencing July 1, 2022 to June 30, 2023. (The District and the Tribe shall be collectively referred to hereafter as "the Parties" and individually as a "Party").

RECITALS

WHEREAS, the San Carlos Apache Tribe is a federally recognized tribe organized Pursuant to the Indian Reorganization Act of June 18, 1934 (48 Stat. 984), as amended by the Act of June 15, 1935 (49 Stat. 378);

WHEREAS, the Gila County Board of Supervisors has established a County Library District, pursuant to A.R.S. 11-901 et seq. and 48-3901 et seq.; and

WHEREAS, the District and the Tribe recognize the need to cooperate in the provision of library services to the citizens of the District; and

WHEREAS, the Tribe operates and maintains a library and it is the desire of the Tribe to continue as a participating member of the District; and

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

1. Purpose

All citizens of the District shall have full use of the library facilities and services.

2. Term

This Agreement shall have a term of one (1) year commencing on July 1, 2022 and ending June 30, 2023.

3. Tribe Responsibilities:

A. The Tribe shall use the District funds to ensure the payments of salaries, routine maintenance and upkeep and other necessary expenses of the San

Carlos Public Library, pursuant to ARS 48 - 3901 et seq. Funds will not be used for capital improvement projects or major building repairs without prior approval from the Board of Directors of the Gila County Library District. The Tribe shall submit the annual FY23 Library budget to the District at the time of submission of this agreement. A monthly reporting of revenue and expenses will be required starting with the FY23 cycle and due by the 15th of the following month. The Library will provide a year-to-date expenditure report to the District prior to the second payment by the District to the Tribe. An annual written accounting shall be made to the District describing the manner and use of funds are required by the District within the first quarter of the following fiscal year.

- B. The Tribe shall annually submit to the Arizona State Library the Arizona Public Library Statistical Report as required by the State Library.
- C. The Tribe shall support resource sharing among libraries by participating in intra-library and inter-library loan services as a borrower and lender of library materials.
- D. The Tribe shall require that the library maintain a minimum of 24 public service hours each week. These hours may be inclusive of official holidays observed by Gila County.
- E. The Tribe shall notify the District of library closures outside the normal routine schedule within 24 hours prior to the closure, the exception is any emergency situation.
- F. The Tribe shall comply with any reasonable conditions or restrictions which the District or another participating library imposes with respect to loans of books, materials, or equipment to the station library. The Tribe agrees to reimburse any other participating library for any losses and/or damage to books, materials, or equipment belonging to another participating library or the District, which occur while these items are in the possession and control of the Tribe.
- G. The Tribe agrees the library staff will comply with the policies and shared processes and procedures of the District.
- H. The Tribe's decision to participate in a countywide online system is evidenced by the authorized signature(s) on this Agreement. The Tribe gives the District permission to make all decisions relate to E-Rate on the Tribe's behalf. The Tribe agrees to utilize the online system for: cataloging, circulation, online shared public access catalog, long-term loan of supplementary Library District materials, if applicable, and other online functions as may be implemented.
- I. The Tribe shall ensure that the Library Manager (Librarian) and staff understand and are proficient in all functions of the online system that they are responsible for by providing reasonable time for staff to attend training

on the online system at the District's recommendation. Training will be overseen by, and coordinated through the District.

- J. Library staff will be familiar with and follow the America Library Association (ALA) Library Bill of Rights.
- K. Tribe shall require library staff to attend and participate in the majority of countywide librarian's meetings each year.

4. District Responsibilities:

- A. To provide a countywide online system subject to conditions specified in this Agreement. Operation of the countywide online system is a Library District function subject to oversight by the Board of Directors of the Library District, who will make final decisions regarding this system.
- B. Operate the online system continuously; notifying the participating library in advance of any scheduled shutdowns, should any be necessary for maintenance and backup routines,
- C. Provide internet access (connectivity) and E-Rate decisions for both library staff and public computers.
- D. Coordination of countywide library development that will include continuing education opportunities for staff and volunteers, offer regular orientation training on the online system for all new staff at the affiliate libraries, as well as coordinate and oversee special update training for veteran staff, professional assistance and consultation services.
- E. Provide all IT network support and services for Local Area Network (LAN) and Wide Area Network (WAN).

5. Compensation:

The Tribe and the District acknowledge that the services performed have a value to the District and the Tribe. In consideration of that value, the District agrees to match the Tribe local funds for library services, up to the total amount of **\$37,500.00** for fiscal year 2023 to be distributed in two installments, in November 2022 and May 2023.

GENERAL TERMS

- 1. Workers' Compensation:** Each Party will comply with the notice requirements of A.R.S. § 23-1022(E). In addition, A.R.S. § 23-1022 (D) shall apply in all respects and the primary employer of an employee working or providing services under this Agreement shall maintain workers' compensation insurance coverage for such employee.

2. **Mutual Indemnification:** To the fullest extent permitted by law, each Party (as “**Indemnitor**”) agrees to indemnify, defend and hold harmless the other Party, its officers, officials, agents, employees, or volunteers from and against any and all claims, losses, liability, costs or expenses, including reasonable attorney’s fees, (“**Claims**”) arising out of actions taken in performance of this Agreement to the extent that such Claims are caused by the acts, omissions, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.
3. **Termination:** Either Party may, at any time and without cause, cancel this Agreement by providing 30 days written notice to the other Party.
4. **Disposition of Property on Termination:** The Parties do not expect that there shall be any property owned by the Parties that will be comingled that will need to be disposed of after termination of the Agreement. However, pursuant to A.R.S. § 11-952(B)(4) upon termination of this Agreement, equipment furnished or purchased by the District shall be retained by the District and equipment furnished or purchased by the Tribe shall be retained by the Tribe.
5. **Cancellation for Conflict of Interest:** This Agreement is subject to cancellation for conflict of interest as provided in A.R.S. § 38-511, which is hereby fully incorporated herein by this reference as if the same is fully set forth in this Agreement.
6. **Compliance with Laws:** The Parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. Any changes in the governing, rules and regulations during the term of this Agreement shall apply but do not require an amendment.
7. **Entire Agreement:** This document constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and all prior or contemporaneous agreement and understandings, oral or written, are hereby superseded and merged herein. This Agreement may be modified, amended, altered or extended only by a written amendment signed by both Parties.
8. **Non-Appropriation:** Notwithstanding any other provision in this Agreement to the contrary, and in accordance with A.R.S. § 35-154, this Agreement may be terminated if, for any reason, the District or the Tribe does not appropriate sufficient monies for the purpose of maintaining this Agreement. In the event of such termination, the Parties will have no further obligations under this Agreement other than for payment for services rendered or goods provided prior to termination.
9. **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 this Agreement, subcontractors shall

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

10. Arbitration. To the extent required by A.R.S. §§ 12-133 and 12-1518(B), the Parties agree to resolve any dispute arising out of this Agreement by arbitration. To the extent permitted by law, each Party agrees to bear its own costs of arbitration fee.

11. Governing Law and Jurisdiction. This Agreement shall in all respects be governed by the laws of the State of Arizona without reference to its principles of conflicts of laws. If any applicable arbitration fails, the Parties agree that all disputes and litigation regarding this Agreement and matters connected with its performance shall be subject to the exclusive jurisdiction of the courts of the State of Arizona or of the Federal courts sitting therein. Notwithstanding the foregoing, nothing in this Agreement shall be construed as a waiver of sovereign immunity by the San Carlos Apache Tribe, its consent to be sued, or its consent to the jurisdiction of any federal or state court.

12. Finances and Budgetary Matters: Pursuant to A.R.S. § 11-952(B)(3), the establishment and maintenance of a budget for this Agreement, and the financing for it, shall be approved annually by the District and the Tribe through its respective board or council; financing may include commitment of general funds, grant funds, or other available financing.

13. Notices and Contact List

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

San Carlos Public Library
Attn: Emma Victor, Librarian
PO Box 545
San Carlos, AZ 85550

Gila County Library District
Attn: Jacque Sanders
1400 E. Ash Street
Globe, Arizona 85501

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives.

SAN CARLOS APACHE TRIBE


Terry Rambler
Chairman

GILA COUNTY LIBRARY DISTRICT

Chairman, Board of Directors

ATTEST:


Tribal Council Secretary

ATTEST:

Clerk of the Board

9/28/22
Date

Date

Pursuant to A.R.S. 11-952(D) the foregoing agreement has been reviewed by the undersigned attorney for the San Carlos Apache Tribe who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of the State to the San Carlos Apache Tribe.



Attorney for San Carlos Apache Tribe

Pursuant to A.R.S. 11-952(D) the foregoing agreement has been reviewed by the undersigned attorney for the Gila County Library District, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of the State to Gila County.

County Attorney

ARF-7693

Regular Agenda Item 3. D.

Regular BOS Meeting

Meeting Date: 11/15/2022

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

Receive and Accept Board of Equalization Hearing Officer H. Charles Johnson's recommendations regarding Petition for Notice of Change Appeal Hearings for Tax Year 2023.

Background Information

The Arizona Revised Statutes (A.R.S.) require that each year the Assessor issue Notice of Change cards to property owners that have made improvements to their property in any way since the last time the Assessor issued Notice of Value cards. Property owners who disagree with the Assessor's valuation of their property can follow a process outlined in the A.R.S. to appeal the Assessor's valuation. The process starts with appealing directly to the Assessor. After meeting with the Assessor, if the property owner is still not satisfied, the property owner can appeal to the Board of Equalization.

The Board of Supervisors appointed a hearing officer to conduct the hearings and make recommendations to the Board of Equalization. All petitions that meet the A.R.S. requirements are scheduled for hearings. Hearings can be conducted in person or "on the record" if the property owner cannot be present. If the property owner cannot be present, the Hearing Officer considers the written information submitted by the property owner and written information submitted by the Assessor's staff.

Prior to the start of the hearing, the property owner and Assessor's staff are sworn in by the Chief Deputy Clerk of the Board. The Hearing Officer announces the parcel number for each hearing and explains the hearing process to the property owner. By Arizona law, the property owner has the burden of proof. The Hearing Officer takes testimony from the property owner first. The Hearing Officer may ask clarification questions and the Assessor's staff is able to ask questions of the property owner. The Assessor's staff presents testimony and evidence second. This

information is provided in a written form explaining the Assessor's position on the property's valuation. A copy of this information is given to the property owner and the Hearing Officer at the hearing. The Hearing Officer may ask clarification questions and the property owner is given an opportunity to ask questions or rebut evidence from the Assessor's staff.

The A.R.S. allows the Assessor or property owners who are dissatisfied with the valuation or classification of the property as fixed by the County Board to appeal directly to the Tax Court.

Evaluation

This year the Clerk of the Board received 2 Petitions for Review of Notice of Change to set for hearings. Those petitions included appeals for 2 parcels.

Petitions Appealed to the BOE Level:	2
Parcels Appealed to the BOE Level:	2
Parcels with No Change in Value:	1
Parcels with Decrease:	1

Conclusion

The Board of Supervisors acting as the Board of Equalization needs to vote to accept the Hearing Officer's recommendations for valuation review for the tax year 2023 for hearings that were conducted on November 7, 2022.

The County Board of Equalization is required to decide all Petitions for Review of Notice of Change by November 23rd of each year.

Per the contractual agreement between Mr. Johnson and the Board, the Board's review of the Hearing Officer's decision is limited. The County receives the decision of the Hearing Officer and shall uphold the decision of the Hearing Officer unless there is substantiated evidence presented to the Board of Equalization that the procedures for the hearing were not followed, state law was violated or there is no evidence from the record to substantiate the Hearing Officer's decision.

Recommendation

The Board of Equalization is requested to receive and accept the BOE Hearing Officer's recommendation for Petition for Review of Notice of Change for Tax Year 2023 hearings conducted on November 7, 2022, per the attached spreadsheet.

Suggested Motion

Information/Discussion/Action to receive and accept Board of Equalization Hearing Officer H. Charles Johnson's recommendation for Petition for Review of Notice of Change for the tax year 2023 hearings that were conducted on November 7, 2022. **(Melissa Henderson) (Adjourn as the Gila County Board of Equalization and reconvene as the Gila County Board of Supervisors.)**

Attachments

BOE Notice of Change HO Recommendations

November 7, 2022 BOARD OF EQUALIZATION HEARINGS
Review of Property Notice of Change for Tax Year 2023
Hearing Officer H. Charles Johnson's Recommendations

<i>Petitioner</i>	<i>Parcel No.</i>	<i>Hearing Officer Decision</i>	<i>Full Cash Value</i>	<i>Limited Property Value</i>	<i>Class</i>	<i>Ratio</i>
Watson, Al & Joan	302-23-106A	1	\$856,393	\$670,898	4.1	10%
Seitz, Jeffrey	301-55-020	3	\$151,851	\$112,355	03.1	10%

Decisions:

- 1) **No Change**
- 2) **Upheld Assessor's Revised Opinion of Value**
- 3) **Decrease**

ARF-7685

Regular Agenda Item 3. E.

Regular BOS Meeting

Meeting Date: 11/15/2022

Submitted For: Adam Shepherd, Sheriff

Submitted By: Sarah White, Chief Administrative Officer

Department: Sheriff's Office

Fiscal Year: FY2023

Budgeted?: Yes

Contract Dates October 1, 2022

Grant?: Yes

Begin & End: through September 30,
2023

Matching No

Fund?: New

Requirement?:

Information

Request/Subject

Accept grant award in the amount of \$25,000 from the Governor's Office of Highway Safety FFY (federal fiscal year) 2023 STEP (Selective Traffic Enforcement Program) Contract No. 2023-PTS-023 to support Sheriff's Office speed enforcement activities.

Background Information

On March 4, 2022, the Gila County Sheriff's Office electronically submitted the FFY 2023 Governor's Office of Highway Safety (GOHS) Speed Enforcement Overtime Grant Application. On April 5, 2022, the Gila County Board of Supervisors authorized the Sheriff's Office's electronic submission of the grant application to GOHS in the amount of \$30,209. Of that amount, \$24,775 is personnel, and \$5,434 is ERE (employee-related expenses) to enhance speed enforcement throughout Gila County.

Evaluation

The Gila County Sheriff's Office was awarded FFY 2023 GOHS Contract No. 2023-PTS-023 in the amount of \$25,000 of which \$20,504 is for overtime salary and \$4,496 is for ERE to enhance speed enforcement throughout Gila County for the period beginning October 1, 2022, through September 30, 2023.

Conclusion

The Gila County Sheriff's Office has been awarded a grant from the GOHS in the amount of \$25,000 that will be used for overtime and ERE, and the Board of Supervisors needs to accept the grant.

Recommendation

Gila County Sheriff J. Adam Shepherd recommends that the Board of Supervisors accept the GOHS FFY 2023 STEP Enforcement Overtime Contract No. 2023-PTS-023 in the amount of \$25,000 for overtime and ERE of which said funds must be spent by September 30, 2023.

Suggested Motion

Information/Discussion/Action to accept an FFY 2023 grant award (Contract No. 2023-PTS-023) in the amount of \$25,000 from the Governor's Office of Highway Safety for the period of October 1, 2022, to September 30, 2023, that will be used to support Sheriff's Office personnel services (overtime) and employee-related expenses for Selective Traffic Enforcement Program speed enforcement activities. **(Sarah White)**

Attachments

Award Letter

Contract No. 2023-PTS-023



DOUGLAS A. DUCEY
GOVERNOR

ALBERTO GUTIER
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

August 1, 2022

Sheriff J. Adam Shepherd
Gila County Sheriff's Office
108 W. Main Street
Payson, AZ 85541

REVISED

Re: **FFY 2023 GOHS Grant Application**

Contract No.:	Contract Description:	Award Amount:
2023-PTS-023	STEP Enforcement Overtime	\$ 25,000.00
Denied	STEP - Unmarked Vehicles Grant	

Dear Sheriff Shepherd:

The Governor's Office of Highway Safety (GOHS) has completed the review of the proposals submitted for funding for Federal Fiscal Year (FFY) 2023 commencing on October 1, 2022. All of the proposals were carefully considered by an evaluation team at GOHS that reviewed agency performance, program priority area, problem identification, supporting fiscal/data documentation, consistency of reporting, and available funding levels.

As a result of this evaluation process, we are able to include your agency's submitted proposal(s) listed above in **Arizona's FFY 2023 Highway Safety Plan**. However, please be aware that your agency's awarded highway safety project(s) may not have been funded at the amount requested and may be subject to change. Equipment requests placed "ON HOLD" are under further review and may not be funded due to funding constraints, as we strive to make the best use of federal taxpayers' dollars.

All FFY 2023 grants will begin on October 1, 2022. If approval from a Town/City Council or Board of Supervisors is required, your agency should begin the process of scheduling the grant award for approval.

The assigned GOHS project coordinator will be contacting you regarding your project(s) and your agency should have the contract(s) soon. During the interim, do not make any public announcement concerning the grant and do not incur any costs or proceed with any portion of the project until GOHS has written a contract with your agency and it has been signed and executed by both parties.

We appreciate the time and effort put forth by your agency in submitting its proposal(s). Should any questions and/or concerns arise, please feel free to contact your grant project coordinator at 602-255-3216.

Sincerely,

Alberto Gutier
Director, Governor's Office of Highway Safety

**GOVERNOR'S OFFICE OF
HIGHWAY SAFETY**

STATE OF ARIZONA

HIGHWAY SAFETY CONTRACT

This page, the Project Director's Manual and attached hereto and incorporated herein by reference, constitute the entire Contract between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

FAIN: 69A37523300004020AZ0		Assistance Listings: 20.600
1. APPLICANT AGENCY Gila County Sheriff's Office	GOHS CONTRACT NUMBER: 2023-PTS-023	
ADDRESS 1425 South Street, Globe, AZ 85501	PROGRAM AREA: 402-PTS	
2. GOVERNMENTAL UNIT Gila County	AGENCY CONTACT: Matthew Binney	
ADDRESS 1400 E. Ash Street, Globe, AZ 85501	3. PROJECT TITLE: STEP Enforcement	
4. GUIDELINES: 402-Police Traffic Services (PTS)		
5. BRIEFLY STATE PURPOSE OF PROJECT: Federal 402 funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance STEP Enforcement throughout Gila County.		
6. BUDGET COST CATEGORY	Project Period FFY 2023	
I. Personnel Services	\$20,504.00	
II. Employee Related Expenses (21.93%)	\$4,496.00	
III. Professional and Outside Services	\$0.00	
IV. Travel In-State	\$0.00	
V. Travel Out-of-State	\$0.00	
VI. Materials and Supplies	\$0.00	
VII. Capital Outlay	\$0.00	
TOTAL ESTIMATED COSTS	\$25,000.00	
PROJECT PERIOD	FROM: Effective Date (Date of GOHS Director Signature)	TO: 09-30-2023
CURRENT GRANT PERIOD	FROM: 10-01-2022	TO: 09-30-2023
TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$25,000.00		
A political subdivision or State agency that is mandated to provide a certified resolution or ordinance authorizing entry into this Contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded Contract.		

PROBLEM IDENTIFICATION AND RESOLUTION:
Agency Background:

Number of sworn officers: 44

Total Population in your city/town or county: 53,300

Total Road Mileage: Highway: 172 Local: 593 Total: 765

	2020	2019	2018
Total Crashes	814	992	943
Total Injury Crashes	307	298	274
Total Fatal Crashes	21	17	22
Total Impaired-related Crashes	77	46	45
Total Impaired-related Serious Injuries	87	33	24
Total Impaired-related Fatalities	1	2	1
Total Speed-related Crashes	62	48	38
Total Speed-related Serious Injuries	22	21	13
Total Speed-related Fatalities	2	1	3

The data above represents: County ☒ City/Town ☐

Agency Problem/Attempts to Solve Problem:

GCSO experiences limited overtime funding due to budget constraints and a low tax base. The sparse population has a small tax base therefore limiting resources. GCSO has a large area to patrol with 765 miles of county maintained paved and unpaved roads, highways, state routes as well as multiple forest service roads. In 2021 Gila County Sheriff's Office fleet vehicles drove 689,146 miles. The terrain is comprised of both high deserts, remote and rugged mountain landscape. Gila County also has three tribal reservations, the San Carlos Apache, Tonto Apache, and White Mountain Apache tribes. These reservations encompass approximately 37% of the land mass. With the use of GOHS funded radars and overtime, GCSO was able to increase the number of civil speed citations up until the Covid-19 pandemic hit. The awarding of grant monies from GOHS for overtime for FFY23 would allow GCSO to enhance and further their effort to make the streets and communities as safe as possible. Overtime funds will be used for speed deployments of one officer during high traffic weekdays, weekends, Holiday details and in identified areas of concern and will allow GCSO to make additional speed citations, increase traffic stops, and checks for speeding drivers.

Agency Funding:

Federal 402 funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance STEP Enforcement throughout Gila County.

How Agency Will Solve Problem with Funding:

GCSO would like to reduce the number of traffic collision injuries and fatalities by increasing enforcement of speed violations by removing speeding drivers from the road before they endanger themselves and the community. Due to budget constraints and a low tax base Patrol overtime funding is limited. The awarding of overtime grant monies from GOHS has allowed GCSO to enhance and further their effort to make the streets and communities as safe as possible. GCSO is requesting similar funding for FFY23 to continue this effort.

PROJECT MEASURES:**Agency Goals:**

To decrease the number of speeding-related crashes 50% from 70 during calendar year 2021 to 35 by December 31, 2023.

To decrease fatalities in speeding-related crashes 50% from 34 in calendar year 2021 to 12 by December 31, 2023.

To decrease serious injuries in speeding-related crashes 50% from 2 in calendar year 2021 to 1 by December 31, 2023.

Contract Objectives:

To increase the number of speeding and aggressive driving citations 100% from 122 during Calendar Year 2021 to 244 during FFY 2023.

Conduct targeted speed enforcement efforts a minimum of 1 times per month during FFY 2023.

Additional Contract Objectives:

1. Use speed reminder signs and a display trailer (if available) throughout Gila County to collect speeding data.
2. Use GCSO Posse members in patrol cars to remind the public that enforcement is present and to increase the actual and perceived risk of detection among the driving public.

GOALS/OBJECTIVES:

Federal 402 funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance STEP Enforcement throughout Gila County.

Expenditures of funding pertaining to the PTS/Selective Traffic Enforcement Program including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the PTS/Selective Traffic Enforcement Program goals provided by the Arizona Governor's Office of Highway Safety. The PTS/Selective Traffic Enforcement Program goal is to reduce the incidences of traffic fatalities and injuries resulting from speeding, aggressive driving, red light running, and other forms of risky driving behavior through enforcement, education, and public awareness throughout the State of Arizona.

MEDIA RELEASE:

To prepare complete press release information for media (television, radio, print, and on-line) during each campaign period including a main press release, schedule of events, departmental plans, and relevant data. The material will emphasize the campaign's purpose, aggressive enforcement, and the high cost of Speeding in terms of money, criminal, and human consequences.

The Gila County Sheriff's Office will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Gila County Sheriff's Office to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00 a.m. the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports, and/or Report of Costs Incurred (RCIs) timely and correctly may delay reimbursement for expenditures to your Agency.

METHOD OF PROCEDURE:

The Gila County Sheriff's Office will make expenditures, as follows, to meet the outlined Program Goals/Objectives:

Personnel Services - To support Overtime for STEP/Speed Enforcement Activities

Employee Related Expenses - To support Employee Related Expenses for Agency Overtime

PRESS RELEASE:

Agencies are **required** to develop and distribute a press release announcing this grant award **upon receipt** of the executed Contract. A copy of this press release shall be sent to the GOHS Director for approval prior to

being sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

BAC TESTING AND REPORTING REQUIREMENTS:

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

Each law enforcement agency that receives an enforcement-related grant is required to ensure that accurate data on all drivers involved is reported. Failure to comply may result in withholding funds and cancellation of the enforcement contract until this requirement is met.

PURSUIT POLICY:

All law enforcement agencies receiving Federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

METHOD OF PROCUREMENT:

The application of 2 CFR Part 200 "Procurement Standards" requires that:

Grantees and sub-grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided the procurement procedures conform to applicable Federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State procurement process.

A clear audit trail must be established to determine costs charged against this Contract. Substantiation of costs shall, where possible, be made utilizing the Gila County Sheriff's Office documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Agency shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open State contract award. Documents submitted to substantiate purchases using an open State contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure the objectives have been met.

Quarterly Report

The purpose of the Quarterly Report is to provide information on contracted grant activities conducted at the conclusion of each active quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles,

and mandatory statistical data provided in this report are analyzed by the assigned Project Coordinator. It is critical the report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
 - **All Quarterly Reports and RCIs shall include the signature of the Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
1st Quarterly Report and RCI (October 1 to December 31, 2022)	January 30, 2023
2nd Quarterly Report and RCI (January 1 to March 31, 2023)	April 20, 2023
3rd Quarterly Report and RCI (April 1 to June 30, 2023)	July 20, 2023
4th Quarterly Report and RCI (July 1 to September 30, 2023)	October 15, 2023
Final Statement of Accomplishments	October 15, 2023

The Quarterly Report **shall be completed on the form available on-line and can be submitted by email** to the Governor's Office of Highway Safety.

NOTE: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM, IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th)**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of Federal funds or termination of the Contract.

PROFESSIONAL AND TECHNICAL PERSONNEL:

J. Adam Shepherd, Sheriff, Gila County Sheriff's Office, shall serve as Project Director.

Matthew Binney, Undersheriff, Gila County Sheriff's Office, shall serve as Project Administrator.

Beverly Roush, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Agency shall submit a Report of Costs Incurred (RCI), with supporting documentation attached, to the Governor's Office of Highway Safety on a quarterly basis, for each active quarter, in conjunction with the required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

Accepted supporting documentation to submit with a Report of Cost Incurred (RCI) includes, but is not limited to; scanned copies of timesheets, payroll records, paid invoices/purchase orders, and other account records.

RCIs shall be typed and submitted with appropriate supporting documentation to the Governor's Office of Highway Safety. **Electronically submitted RCIs will be accepted.** Final RCIs must be submitted fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). **Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.**

PROJECT MONITORING:

Highway safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures, and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents an opportunity to develop partnerships, share information, and provide assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings
- On-Site/In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount:	Type of Monitoring:
Under \$100,000	Desk Review/Phone Conference
\$100,000 and over	May have an In-House GOHS Review
\$300,000+	May have an On-Site/In-House Review
Capital Outlay Greater than \$100,000 (combined)	May have an On-Site/In-House Review
Desk Review and Phone Conference	Internal review of all written documentation related to contractual project including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring

	the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.

On-site/In-house monitoring for grantees of designated projects with large Capital Outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Contracted projects displaying any problems may need on-site monitoring more than once during the fiscal year.

On-site/In-house monitoring includes a review and discussion of all issues related to ensure the effective administration of the contracted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the contract specifications, timely submission of complete and correct reports, including required documentation
- Quarterly Reports
- Status of expenditures related to the outlined budget
- Accounting records and RCI's
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated Agency will ensure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined contractual agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the Agency's respective Federal file. Findings will be discussed with the designated contract representative (Project Administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance may be placed on a performance plan as outlined by the GOHS Director. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The project period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on September 30th of that or subsequent year as indicated on the Highway Safety Contract.

DURATION:

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the Contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Agency will submit notification on the Agency's letterhead and hand deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of sixty days (60) prior to the end of the project period.

The Agency shall address all requests to modify the Contract to the Director of the Governor's Office of Highway Safety on Agency's official letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the Contract. Any unexpended funds remaining at the termination of the Contract shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$20,504.00
II.	Employee Related Expenses (ERE) (21.93%)	\$4,496.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS		*\$25,000.00

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Gila County Sheriff's Office shall absorb any and all expenditures in excess of \$25,000.00.

QUARTERLY ENFORCEMENT REPORT CHART
(Submitted to GOHS)

Reporting Period

DESCRIPTION	CONTRACT ACTIVITY	AGENCY ACTIVITY
Total Contacts (Traffic Stops)		
Total Sober Designated Drivers Contacted		
Total Know Your Limit Contacts		
DRE Evaluations Conducted		
TOTAL DUI ARRESTS		
Total DUI Aggravated		
Total DUI Misdemeanor		
Total DUI Extreme (.15 or Above)		
Under 21 DUI Citations		
Average BAC		
Distracted Driving Citations		
Total DUI Drug Arrests		
30-Day Vehicle Impounds		
Seat Belt Citations		
Child Restraint Citations		
Criminal Speed Citations		
Reckless Driving Citations		
Civil Speed Citations		
Other Citations		
Other Arrests		
Participating Officer/Deputies (Cumulative)		

CERTIFICATIONS AND AGREEMENTS

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

- A. AGENCY's Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under Section XX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.
- D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.
- E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY's regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Contract is not assignable nor may any portion of the work to be performed be subcontracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.

B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. Uniform Administrative Requirements

(2 CFR Part 1201): Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards:

The application of 2 CFR Part 200 "Procurement Standards" Requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.

XI. Non-Discrimination

During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- D. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Application of Hatch Act

The AGENCY will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XIV. Minority Business Enterprises (MBE) Policy and Obligation

- A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Contract.
- B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Contract where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Contract will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Contract. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Contract be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Contract will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or project that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Contract once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both parties acknowledge 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. Both parties warrant that they have registered with and participate with E-Verify. If either party later determines that the other non-compliant party has not complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination.

XX. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.

- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

All parties are hereby put on notice that this Contract is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter or the Contract.

The cancellation shall be effective when written notice from the Governor or Chief Executive Officer or governing body of the political subdivision is received by all other parties to the Contract unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

Acceptance of Condition

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject to the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Contract. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Contract are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Contract.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under contract with other Federal fund sources which duplicate or overlap any work contemplated or described in this Contract. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Contract will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Contract. If such audit has not been performed, please advise when it is being scheduled.

Buy America Act

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five (25) percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

Prohibition on Using Grant Funds to Check for Helmet Usage

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Certification Regarding Debarment and Suspension

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in

- addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
- D. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- G. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

- A. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principal:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 2. 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 of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 4. 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.
- B. Where the prospective primary tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4,

debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions Website (<https://www.sam.gov>).
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

REIMBURSEMENT INSTRUCTIONS**1. Agency Official preparing the Report of Costs Incurred:**Name: Sarah WhiteTitle: Chief Administrative OfficerTelephone Number: 928-425-8572 Fax Number: 928-425-5674E-mail Address: sawhite@gilacountyaz.gov**2. Agency's Fiscal Contact:**Name: Sarah WhiteTitle: Chief Administrative OfficerTelephone Number: 928-425-8572 Fax Number: 928-425-5674E-mail Address: sawhite@gilacountyaz.govFederal Identification Number: 86-6000444**3. REIMBURSEMENT INFORMATION:**

Warrant/Check to be made payable to:

Gila County Sheriff's Office

Warrant/Check to be mailed to:

Gila County Sheriff's Office
(Agency)P.O. Box 311
(Address)Globe, AZ 85502
(City, State, Zip Code)**4. Unique Entity Identifier:**074462102
(Unique Entity Identifier #)1400 W. Ash Street, Globe, AZ 85501
(Registered Address & Zip Code)

Restriction on State Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Certification for Contracts, Grant, Loans, and Cooperative Agreements (Federal Lobbying)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Project Director:

J. Adam Shepherd, Sheriff
Gila County Sheriff's Office

Date

Telephone

***Signature of Authorized Official of
Governmental Unit:***

Woody Cline Chairman Board of
Supervisors, Gila County

Date

Telephone

AUTHORITY & FUNDS

1. This Project is authorized by 23 U.S.C. §402 and regulations promulgated there under, more particularly Volume 102, and if State funds are involved, this project is authorized by ARS §28-602.

The funds authorized for this Project have been appropriated and budgeted by the U.S. Department of Transportation. The expenses are reimbursable under Arizona's Highway Safety Plan Program Area 402-PTS, as approved for by the National Highway Traffic Safety Administration.

- | | | | | |
|----|----|--------------------------------------|----|--------------------|
| 2. | A. | EFFECTIVE DATE: | B. | FEDERAL FUNDS: |
| | | <u>Authorization to Proceed Date</u> | | <u>\$25,000.00</u> |
3. **AGREEMENT AND AUTHORIZATION TO PROCEED**
 by State Official responsible to Governor for the
 administration of the State Highway Safety Agency

Alberto Gutier, Director
Governor's Office of Highway Safety
Governor's Highway Safety Representative

Approval Date

ARF-7623

Regular Agenda Item 3. F.

Regular BOS Meeting

Meeting Date: 11/15/2022

Submitted For: Mary Springer, Finance Director

Submitted By: Mary Springer, Finance Director

Department: Finance

Information

Request/Subject

Adopt Revised Policy No. BOS-FIN-113 - *Procurement*.

Background Information

Policy No. BOS-FIN-113 - *Procurement* was last revised on April 20, 2021. The newest revisions include local preference changes for contract awards when vendors submit identical pricing for requests for bids. Additionally, the revised policy clarifies the process when using cooperative contracts, and corrects typographical errors. The revised policy was reviewed at the Board of Supervisors' work session on October 25, 2022.

Evaluation

The Board of Supervisors provided direction to the Finance Department to make the proposed changes to the Procurement Policy.

Conclusion

Revisions to the policy are required to improve and clarify the policy properly.

Recommendation

Staff recommends the adoption of a revised policy.

Suggested Motion

Information/Discussion/Action to adopt revised Policy No. BOS-FIN-113 - *Procurement*. **(Mary Springer)**

Attachments

BOS-FIN-113 Procurement Policy Revised

Gila County Policy - Finance Procurement	Policy Number: BOS-FIN-113	Page 1 of 36
	Replaces: Adopted: 11-20-2018 Revised: 5/7/2019, 6/25/2019, 11/15/2022	

1. LEGAL AUTHORITY

The Gila County Board of Supervisors (the "Board") in accordance with A.R.S. §11-254.01 adopts this Procurement Policy (the "Procurement Policy") in compliance with the uniform accounting system prescribed by the auditor general under A.R.S § 41-1279.21.

2. PURPOSE

- A. This Procurement Policy provides for a uniform system of control to enhance accountability and transparency and increase public confidence in Gila County (the "County") procurement. The Procurement Policy identifies procedures for the acquisition of supplies and services, including construction, research and development, architect-engineer and commercial items. This Procurement Policy applies to expenditure of public funds irrespective of funding source, including state and federal assistance monies. The County shall comply with terms and conditions of any grant, gift, bequest, cooperative agreement, or federal or state guideline. In those cases where this Procurement Policy does not address a procurement situation, the Arizona State Procurement Code found in Title 41, Chapter 23 of the Arizona Revised Statutes will be followed.
- B. This is a general guide to the supplier selection techniques and level of competition required for procurement by the County in compliance with the Arizona Revised Statutes and are generally based upon the dollar value (threshold) of the estimated or projected dollar amount of the entire procurement.
- C.

Type	Dollar Amount	Supplier Selection Method
Under Existing Vendor Contract	Any Amount	No competition required. May request level of effort costs from several contracted vendors and accept the lowest estimate.
Small Dollar Procurement	\$0.01 to <\$5,000	Use adequate and reasonable competition. May use County credit card as payment method.
Informal Solicitations	\$5,000 to <\$100,000	A minimum of three documented written quotes required. May use County credit card as payment method.
Formal Solicitations	More than \$100,000	Formal Bid Process

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3. SUPPLEMENTARY GENERAL PRINCIPLES OF LAW APPLICABLE

- A. Unless expressly provided otherwise by a particular provision of this Procurement Policy, the principles of law and equity, including the Uniform Commercial Code as adopted by the State of Arizona, the common law of contracts as applied in the state of Arizona and law relative to agency, fraud, misrepresentation, duress, coercion and mistake or other applicable laws supplement the provisions of this Procurement Policy.

4. REQUIREMENT OF GOOD FAITH

- A. This Procurement Policy and the Uniform Commercial Code adopted by the State of Arizona requires all parties involved in the negotiation, performance, or administration of County contracts to act with utmost good faith.

5. PROCUREMENT ETHICS

- A. It is the policy of the County to promote the County's reputation for courtesy, fairness, impartiality, integrity, service economy, and government by law. The responsibility for implementing this Procurement Policy rests with each individual who participates in the procurement process, including the using department, suppliers, and procurement staff.

1. Employee Ethics

- a. No County employee, having official responsibility for a procurement transaction, shall represent the County in that transaction when the employee is contemporaneously employed by a bidder, offeror or contractor involved in the procurement transaction.
- b. The employee, or any member of the employee's immediate family holds a position with a bidder, offeror or contractor such as an officer, director, trustee or partner, has a personal and substantial participation in the transaction, or owns or controls more than five (5%) of the firm.
- c. The employee, or any member of the employee's immediate family has a pecuniary interest arising from the transaction.
- d. The employee or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment with a bidder, offeror or contractor.

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- e. No employee having official responsibility for a procurement transaction shall solicit, demand, accept, or agree to accept any payment, loan, subscription, advance deposit of money, services, entertainment, gift or anything of more than a nominal value from any bidder, offeror, contractor or subcontractor.

2. Vendor Ethics

- a. No bidder, offeror, contractor or subcontractor shall confer upon any public employee having official responsibility for a procurement transaction any payment, loan, subscription, advance deposit of money, services or anything of more than nominal value, present or promised.
- b. No bidder, offeror, contractor or subcontractor shall give, demand or receive from any supplier, subcontractor, or competitor any bribe, kickback, or anything of value in return for participation in a procurement transaction or agreeing not to compete in a transaction.
- c. Reporting of Anticompetitive Practices. If for any reason collusion or other anticompetitive practices are suspected among any bidders or offerors, a notice of the relevant facts shall be transmitted to the Procurement Officer and the County Attorney. This section does not require a law enforcement agency to investigate such practices to convey such notice to the Procurement Officer.

6. CONFIDENTIAL INFORMATION

A. Confidential information shall be designated as follows:

1. If a person or legal entity (the "Disclosing Party") asserts that a bid, proposal, offer, specification, or protest contains trade secret or other proprietary information (the "Confidential Information") should be held in confidence by the County, the Disclosing Party shall include a statement with the submission supporting the assertion and advising the Procurement Officer or his/her designee of this fact. In addition, the Disclosing Party shall clearly mark any Confidential Information disclosed as "Confidential" wherever it appears. In no event shall contract terms and conditions, pricing, and information generally available to the public be considered Confidential Information.
2. The Confidential Information identified by the Disclosing Party as Confidential may not be disclosed until the Procurement Officer or designee makes a written determination.

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3. The Procurement Officer or designee shall review the statement and the Confidential Information and determine in writing whether the Confidential Information shall be retained by the County and treated as Confidential Information or returned to the Disclosing Party. In making the determination, the Procurement Officer or designee may consult with the County Attorney. In either case, the Procurement Officer or designee shall inform the Disclosing Party in writing of such determination. Determinations are retained by the Procurement Group.
4. If the Confidential Information is retained by the County, the County shall use reasonable efforts to maintain the secrecy of the Confidential Information and disclose such Confidential Information only to County employees with a need to know for the purposes of evaluating the bid, proposal, offer, specification or protest of the Disclosing Party.
5. At the conclusion of the process (bid, protest or otherwise) for which the Confidential Information was disclosed the Confidential Information shall be returned to Disclosing Party or destroyed at the discretion of the Procurement Officer or designee.

7. AUTHORITY OF THE FINANCE DIRECTOR

- A. The Finance Director shall serve as the Procurement Officer for the County and shall be responsible for the following:
 1. The purchase, renting, leasing or otherwise acquiring of all materials, services and construction, including all functions that pertain to the obtaining of any material, service or construction, including description of requirements, selection and solicitation of sources, preparation and award of contract, and all phases of contract administration.
 2. Establishment of policies and procedures for the management of all inventories of materials.
 3. The sale, trade, or disposal of surplus materials belonging to the County in compliance with A.R.S. §11-251(9).
 4. Establish and maintain programs for the inspection, testing and acceptance of materials, services and construction.

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5. Supervise the County Procurement Group (the "Procurement Group") consisting of employees within the County that generally performs the following functions:
 - a. Research and request bid proposals and maintain vendor relationships to facilitate the preparation of all contractual agreements on behalf of the County;
 - b. Work with and supports all elected offices and departments within the County;
 - c. Operate as the point through which all County contracts will be processed to ensure proper administrative review prior to being submitted to the Procurement Officer, County Attorney's Office, County Manager or Board for approval.
 - d. Maintenance of a central file for all County contracts under an indexing system that will provide positive identification of all documents and facilitate document retrieval.
6. Delegate procurement authority to designees within the Procurement Group or other County governmental departments as may be required at the discretion of the Procurement Officer, provided that the delegation or any modification of authority shall be in writing and shall specify:
 - a. The scope and type of authority delegated or modified;
 - b. Any limits or restrictions on the exercise of the delegated authority; and
 - c. The duration of the delegation.

8. SOURCE SELECTION & CONTRACT FORMATION

- A. In accordance with A.R.S. § 41-2535 paragraphs A through D, except as otherwise provided hereafter in paragraph C. (Sole Source Procurement); paragraph D. (Emergency Procurements); paragraph E. (Other Non-Procurement Contracts); and paragraph F. (Professional Services), all purchases of supplies, materials, equipment and contractual services, except professional services, made by the County having an estimated cost of more than One Hundred thousand (\$100,000) dollars per transaction shall be based on sealed, competitive bids.

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B. Competitive Sealed Bidding or Competitive Sealed Proposals

1. Invitation for Bids or Proposals. An Invitation for Bids shall be issued and shall include specifications, any applicable evaluation criteria, and all contractual terms and conditions specifically applicable to the procurement. Standard contractual terms and conditions may be included within the solicitation document or incorporated by reference.
2. Public Notice. Adequate public notice of the Invitation for Bids shall be given not less than twenty-one (21) days prior to the date set forth therein for the opening of bids. A shorter time may be deemed necessary for a procurement as determined in writing by the Procurement Group. The public notice shall state the place, date, and time of bid opening. Notice of the Invitation for Bids shall be posted on the County website, and a copy of the invitation for bids shall be available for public inspection.
3. Late Bids. A bid is late if it is received at the location designated in the Invitation for Bids after the time and date set for bid opening. The Procurement Group shall designate the governing clock. A late bid shall be rejected. A late bid shall not be opened except for, if necessary, identification purposes. Such bids shall be returned to the bidder. Bidders submitting bids that are rejected as late shall be so notified.
4. Bid Opening. Bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the Invitation for Bids. The amount of each bid and such other relevant information as the Procurement Officer deems appropriate, together with the name of each bidder, shall be recorded. In the event no attendees are present for bid opening, the sealed bids shall be opened by the Procurement Group and a "bid" or "no bid" may be recorded on the tabulation sheet. The bid may then be given to the appropriate person for recording. The attendance sheets shall indicate that there were no attendees present. Bids shall not be open for public inspection until after a contract is awarded. After contract award, the bids shall be available for public inspection, except to the extent that the withholding of information is permitted or required by law.
5. Bid Acceptance and Bid Evaluation. Bids shall be unconditionally accepted without alteration or correction, except as authorized in this Procurement Policy. Bids shall be evaluated based on the requirements set forth in the Invitations for Bids, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery and suitability for a particular purpose. The Invitation for Bids shall set forth the evaluation

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criteria to be used. No criteria may be used in bid evaluation that is not set forth in the Invitation for Bids.

6. Discussion with Offerors. Discussions may be conducted with responsible offerors.
7. Negotiations with Responsible Offerors and Revisions to Proposals. Negotiations may be conducted with responsible offerors. Offerors shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing offerors.
 - a. Concurrent Negotiations. Negotiations may be conducted concurrently with responsible offerors for the purpose of determining source selection and/or contract award.
8. Exclusive Negotiations. Exclusive negotiations may be conducted with the responsible offeror whose proposal is determined in the selection process to be most advantageous to the County. Exclusive negotiations may be conducted subsequent to concurrent negotiations or may be conducted without requiring previous concurrent negotiations. Exclusive negotiations shall not constitute a contract award, nor shall it confer any property rights to the successful offeror. If exclusive negotiations are conducted and an agreement is not reached, the County may enter exclusive negotiations with the next highest ranked offeror without the need to repeat the formal solicitation process.
9. Evaluation of Proposals
 - a. Selection Committee. The Procurement Officer or designee shall appoint a selection committee to evaluate the proposals and make a recommendation based on the criteria set forth in the request for proposals. No other factors or criteria may be used in the evaluation.
10. Correction or Withdrawal of Bids; Cancellation of Awards. Correction or withdrawal of inadvertently erroneous bids before or after bid opening, or cancellation of awards or contracts based on such bid mistakes, may be permitted where appropriate. Mistakes discovered before bid opening may be modified or withdrawn by written notice received in the Procurement Group prior to the time set for bid opening. After bid opening, corrections in bids shall be permitted only to the extent that the bidder can show by clear and convincing evidence that a mistake of a nonjudgmental character

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was made, the nature of the mistake, and the bid price actually intended. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interests of the County or fair competition shall be permitted. In lieu of bid correction, a low bidder alleging a material mistake of fact may be permitted to withdraw its bid if:

- a. The mistake is clearly evident on the face of the bid document, but the intended correct bid is not similarly evident; or
- b. The bidder submits evidence that clearly and convincingly demonstrates that a mistake was made. All decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, shall be supported by a written determination made by the Procurement Officer.

11. Contract Awards

- a. Contract awards shall be made by the County Manager or designee for those contracts under \$50,000.00, or if above \$50,000.00 by the Board, to the responsible offeror whose proposal is determined in writing to be the most advantageous to the County taking into consideration price and the other evaluation criteria set forth in the request for proposals.
- b. The contract file shall contain the basis on which the award is made.
- c. Contracts that are awarded with Federal grant funding shall require a search for debarment prior to contract award. The search shall be conducted on the System for Award Management, <https://sam.gov/content/exclusions>.
- d. General. The contract shall be awarded by appropriate notice to the lowest responsible and responsive bidder whose bid conforms in all material respects to the requirements and criteria set forth in the Invitation for Bids.
- e. Contract Award Based on Best Value. The contract may be awarded on best value analysis provided that the criteria for analysis were included in the Invitation for Bids. The contract shall be awarded by appropriate written notice to the response bidder determined to be the best value to the County and whose bid conforms in all material

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respects to requirements and criteria set forth in the Invitation for Bids.

- f. Exceeding Available Funds. In the event the low responsive and responsible bid for a construction project exceeds available funds and such bid does not exceed such funds by more than five (5%) percent, the Procurement Officer or designee is authorized, when time or economic considerations preclude re-solicitation of work of a reduced scope, to negotiate an adjustment of the bid price with the low responsive and responsible bidder, in order to bring the bid within the amount of available funds.
 - g. Public Record. After the County approves a contract execution, the bids shall be available for public inspection.
 - h. Low Tie Bids. If there are two or more low responsive bids from responsible bidders that are identical in price and that meet all of the requirements and criteria set forth in the Invitation for Bids, preference may be given to the bidder who's business resides in Gila County, if no local bidders submitted bids, then award may be made by random selection in a manner prescribed by the Procurement Officer.
 - i. Each month a report will be compiled by the Finance Department for contracts signed by the County Manager under \$50,000.00 and presented to the Board on the consent agenda in the following month regularly scheduled Board meeting.
- C. Sole Source Procurement. A contract may be awarded without competition when the Procurement Officer determines in writing, after conducting a good faith review of available sources, that there is only one source for the required material, service or construction item. The requesting department shall provide written evidence to support a sole source determination. The Procurement Officer may require that negotiations are conducted as to price, delivery and terms. The Procurement Officer may require the submission of cost or pricing data in connection with an award under this section. Sole source procurement shall be avoided, except when no reasonable alternative sources exist, or time is of the essence.
- D. Emergency Procurements. The Procurement Officer may make or authorize others to make emergency procurements of materials, services or construction items when there exists a threat to public health, welfare, property or safety or if a situation exists which makes compliance contrary to the public interest; provided that such emergency procurements shall be made with such competition as is

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practicable under the circumstances. An emergency procurement shall be limited to those materials, services or construction necessary to satisfy the emergency need. A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file.

- E. Other Non-Procurement Contracts. The County may enter into other types of contractual arrangements which do not involve the acquisition of materials, services, equipment or construction. The County Manager or designee may approve these contracts if they do not obligate the County for more than two (2) years or involve expenditures to the other party of more than \$50,000.00. Examples of contractual arrangements include but are not limited to:
1. Acquisition and leasing of interests in real property
 2. Subordination agreements
 3. Lien Releases
 4. Franchises
 5. Licenses
 6. Software license agreements
 7. Use permits
 8. Revenue agreements
 9. Excise tax certification
- F. Professional Services. Professional services are those services rendered by a person/firm engaging in a recognized discipline that necessarily requires advanced training and specialized knowledge to perform. Such services typically result from the predominant use in intellectual skills rather than physical skills. Professional services for the purposes of this Procurement Policy include but are not limited to:
1. Attorneys
 2. Contractual services used by counties when issuing bonds, including consultants, underwriters, and bond servicing companies
 3. Architects
 4. Court reporters
 5. Physicians, nurse practitioners, physical therapists
 6. Mental health therapists and psychiatrists
 7. Engineers

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8. Land surveyors
9. Geologists
10. Hydrologists
11. Real estate appraisers
12. Financial advising services
13. Auditors, except for the State Auditor General

As authorized by A.R.S. § 41-2581, the contract for professional services may be awarded without competitive bids pursuant to the following policies:

- a. The Procurement Officer shall encourage persons or firms engaged in the lawful practice of the professional services listed above desiring to provide the services to the County submit annually a statement of qualifications and experience on a prescribed form which shall include, but not be limited to the following information:
 - Technical education and training;
 - General or special experience, certifications, licenses, and memberships in professional associations, societies, or boards; and;
 - Any other relevant information requested by the purchasing agency.
- b. Persons or firms who have submitted statement of qualifications may submit additional information or change information that was previously submitted at any time.
- c. A County department requiring professional services will prepare a scope of work and purchase requisition and forward it to the Procurement Officer for processing. Based on the scope of work and the professional services required, the Procurement Officer shall provide a notice of the need for such professional services to persons or firms who have submitted statement of qualifications for those professional services. The Procurement Officer or designee of such officer may conduct discussions with any offerors who submit a proposal to provide the professional services to determine the offeror's qualifications for further consideration. Discussions shall not disclose any information derived from proposals submitted by other

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offerors.

- d. The contract award shall be made to the offeror determined in writing by the Procurement Officer to be best qualified based on the evaluation factors set forth in the request for qualifications and after a written determination that the compensation is fair and reasonable. Selection may be made pursuant to the provisions of this section without requiring pricing proposals, but if price is included in proposals submitted, no contract may be awarded solely on the basis of price.

G. Cancellation of Solicitations

1. Cancellation of Solicitation. An invitation for bids, a request for proposals, a request for qualifications or other solicitation may be cancelled, or any or all bids, proposals or statement of qualifications may be rejected in whole or in part as may be specified in the solicitation, when it is in the best interests of the County. Each solicitation issued by the County shall state that the solicitation may be cancelled and that any bid, proposal or statement of qualification may be rejected in whole or in part when in the best interests of the County.
2. Prior to Opening
 - a. As used in this Section, "opening" means the date and time set for opening of bids, receipt of statements of qualifications or receipt of proposals in competitive sealed proposals.
 - b. Prior to opening, a solicitation may be cancelled in whole or in part when the Procurement Group determines in writing that such action is in the County's best interest for reasons including but not limited to:
 - 1) The County no longer requires the materials, services, or construction;
 - 2) The County no longer can reasonably expect to fund the procurement; or
 - 3) Proposed amendments to the solicitation would be of such magnitude that a new solicitation is desirable.

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- c. When a solicitation is cancelled prior to opening, notice of cancellation shall be sent to all persons solicited.
- d. The notice of cancellation shall:
 - 1) Identify the solicitation;
 - 2) Briefly explain the reason for cancellation; and
 - 3) Where appropriate, explain that an opportunity will be given to compete on any re-solicitation or any future procurements of similar materials, services or construction.

3. After Opening

- a. After opening but prior to award, all bids, proposals or requests for qualifications may be rejected in whole or in part when the Procurement Officer or designee determines in writing that such action is in the County's best interest for reasons including but not limited to:
 - 1) The materials, services, or construction being procured are no longer required;
 - 2) Ambiguous or otherwise inadequate specifications or scopes of work were part of the solicitation;
 - 3) The solicitation did not provide for consideration of all factors of significance to the County;
 - 4) Prices exceed available funds and it would not be appropriate to adjust quantities to come within available funds;
 - 5) All otherwise acceptable bids, statements of qualifications or proposals received are at clearly unreasonable prices; or
- i. There is reason to believe that the bids, statements of qualifications or proposals may not have been independently arrived at in open competition, may have been collusive, or may have been submitted in bad faith. A notice of rejection shall be sent to all persons that submitted bids, statements of qualifications or proposals.

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- ii. If all bids, proposals, or request for qualifications are rejected, all bids, proposals or statements received shall remain, to the extent possible, confidential.
- 4. Documentation. The reasons for cancellation or rejection shall be made a part of the procurement file and shall be available for public inspection.

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H. Rejection of Individual Bids, Proposals or Statements of Qualifications

1. A bid or proposal may be rejected if:
 - a. The bidder is determined to be non-responsive;
 - b. The bid is nonresponsive;
 - c. The proposed price, unless prohibited, is unreasonable; or
 - d. It is otherwise not advantageous to the County.
2. Reasons for rejection shall be provided to the unsuccessful bidders or offerors.

I. Responsibility of Bidders and Offerors

1. Factors to be considered in determining if a prospective bidder or offeror is responsible include:
 - a. The proposed bidder or offeror 's financial, physical, personnel or other resources, including subcontracts;
 - b. The proposed bidder or offeror's record of performance and integrity;
 - c. Whether the proposed bidder or offeror is qualified legally to contract with the County; and
 - d. Whether the proposed bidder or offeror supplied all necessary information concerning its responsibility;
 - e. Whether the proposed bidder or offeror is currently on a debarment list.
2. The Procurement Officer or designee may establish specific responsibility criteria for a particular procurement. Any specific responsibility criteria shall be set forth in the solicitation.
3. Determination of Non-responsibility. If a bidder or offeror who otherwise would have been awarded a contract is found non-responsive, a written finding of non-responsibility, setting forth the basis of the finding, shall be prepared by the Procurement Officer. The unreasonable failure of a bidder or offeror to promptly supply information in connection with an inquiry with respect to responsibility may be grounds for a finding of non-responsibility

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with respect to such bidder or offeror. The final determination shall be made part of the contract file and be made a public record.

J. Bid and Contract Security, Material or Service Contracts

1. The Procurement Officer or designee may require the submission of security to guarantee faithful bid and contract performance. In determining the amount and type of security required for each contract, the Procurement Officer or designee shall consider the nature of the performance and the need for future protection to the County. The requirement for security must be included in the invitation for bids or request for proposals. Failure to submit security in the amount and type of security required may result in the rejection of the bid, statement of qualifications or proposal.

K. Contract Term

1. Subject to the following guidelines, unless otherwise provided by law, a contract for materials or services may be entered into for any period of time deemed to be in the best interest of the County, if the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and monies are available for the first fiscal period at the time of contracting. Payment and performance obligations for succeeding fiscal periods are subject to the availability and appropriation of monies.
 - a. Contracts for materials and services shall have a specific term (date of commencement and expiration date).
 - b. A contract that does not exceed one (1) year may be approved by the County Manager or designee, if it is also for a contract amount less than \$50,000.
 - c. A contract that exceeds one (1) year in duration shall be approved by the Board and should not obligate the County for more than four (4) years.
 - d. Contracts between the County and a state or federal agency using a contract form that was developed by that agency and that the agency uses in its ordinary course of business may be for longer than four (4) years and will not require separate Board approval.

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- e. With Board approval, other contracts may exceed four (4) years. Examples of such contracts include real-property lease agreements, rights-of-way agreements for utility companies, and contracts that allow the County to use limited financial resources in the most effective and efficient manner. Contracts may have a provision that allows for renewal if the County has the option not to renew.
 2. Prior to use of a multi-term contract, it shall be determined that:
 - a. Estimated requirements cover the period of the contract and are reasonably firm and continuing;
 - b. The contract will serve the best interests of the County by encouraging effective competition or otherwise promoting economies in County procurement.
 3. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract may be cancelled by the County and the contractor may be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.
- L. Right to Inspect. The County may, at reasonable times, inspect the part of the plant or place of business of a contractor, consultant or any subcontractor or sub-consultant that is related to the performance of any contract awarded or to be awarded by the County.
- M. Right to Audit Records
 1. The County may, at reasonable times and places, audit the books and records of any person who submits cost or pricing data to the extent that the books and records relate to the awarded contract. Any person who receives a contract, change order or contract modification for which cost or pricing data is required shall maintain the books and records that relate to the cost or pricing data for three years from the date of final payment under the contract, unless a shorter period is otherwise authorized in writing by the Procurement Officer.
 2. The County is entitled to audit the books and records of a contractor, consultant or any subcontractor or sub-consultant under any contract or subcontract to the extent that the books and records relate to the

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performance of the contract or subcontract. The books and records shall be maintained by the contractor for a period of five (5) years from the date of final payment under the prime contractor or consultant, and by the subcontractor or sub-consultant for a period of five (5) years from the date of final payment under the subcontract, unless a shorter period is otherwise authorized in writing by the Procurement Officer.

N. Prospective Vendors Lists

1. The Procurement Group shall maintain a prospective vendors list. Inclusion of the name of a person shall not indicate whether the person is responsible concerning a particular procurement or otherwise capable of successfully performing a County contract.
2. Persons desiring to be included on the prospective vendors list may notify the Procurement Group or may register with the Procurement Group in-person. The Procurement Group may remove a person from the prospective vendors list if it is determined that inclusion is not advantageous to the County.
3. It shall be the vendor's sole responsibility to ensure that vendor registration information is current and active.

O. Contract Form and Execution. All contracts and amendments, regardless of value shall be approved by the appropriate authority in the County prior to authorization to proceed. All contracts entered into under this Procurement Policy shall be executed in the name of the County by the County Manager or designee for contracts under \$50,000.00 or if above \$50,000.00 by the Board. The County Manager or designee may execute an amendment to any contract initially approved by the Board as long as the amendment does not alter the scope of the contract or the monetary commitment of the original Board award.

1. **Grant Contracts.** Grant Contracts due to the various complexities and time requirements, often necessitate immediate approval to take advantage of available funds. Based on the requirements/restrictions imposed by the grantor it may not always possible to follow the approved Procurement Policy. As such, grant contracts may be expedited by requesting that, with the approval of the Procurement Officer and County Manager, the Chairman of the Board of Supervisors execute the contract to be subsequently ratified by the Board, regardless of value. Grant applications submitted and approved by the County Manager which automatically become contracts must be submitted to the Board of Supervisors for ratification.

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- P. Assignment of Rights and Duties - The rights and duties of a County contract are not transferable or otherwise assignable without the written consent of the Procurement Officer.

9. SPECIFICATIONS

A. Maximum Practicable Competition

1. All specifications shall seek to promote overall economy for the purposes intended and encourage competition in satisfying the County's needs and shall not be unduly restrictive.
 - a. To the extent practicable and unless otherwise permitted by this Procurement Policy, all specifications shall describe the County's requirements in a manner that does not unnecessarily exclude a material, service or construction item.
 - b. Proprietary specifications shall not be used unless the Procurement Officer determines in writing that such specifications are required by demonstrable technological justification and that it is not practicable or advantageous to use a less restrictive specification. Past success in the material's performance, traditional purchasing practices or inconvenience of drawing specifications do not justify the use of proprietary specifications.
2. When practicable, the County shall use accepted commercial specifications and shall procure standard commercial materials.
3. Brand Name
 - a. A brand name or equal specification may be used when the Procurement staff determines that use of brand name or equal specifications is advantageous to the County.
 - b. A brand name specification may be prepared and utilized only if the Procurement staff makes a written determination that only the identified brand name item will satisfy the County's needs.

10. PROCUREMENT OF CONSTRUCTION

- A. All contracts entered into under this section shall be executed in the name of the County by the County Manager for contracts under \$50,000.00 or if above

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\$50,000.00 by the Board in accordance with the requirements of A.R.S. §Title 34 and this Procurement Policy.

- B. Procurement of Construction. Contracts for construction shall be solicited through a competitive sealed bid process for the procurement of Construction Services, Small Purchases, Sole Source Procurement, Emergency Procurements and Special Procurements in accordance with the requirements of A.R.S. §Title 34 and this Procurement Policy.
- C. Procurement of Professional Design Services. Contracts for professional design services with an estimated contract amount not to exceed (\$250,000) shall be solicited through a request for qualifications Small Purchases, Sole Source Procurement, Emergency Procurements, Special Procurements, and Direct Selection of Pre-Qualified Technical Registrants
- D. Procurement of Construction Services. Contracts for construction services shall be solicited through a build, design- build, and construction-manager-at-risk or job-order-contracting selection process utilizing a request for qualifications Small Purchases, Sole Source Procurement, Emergency Procurement and Special Procurements process.
- E. Construction by County Employees. A building, structure, addition or alteration of a public facility may be constructed by the County internal labor force if the cost does not exceed the amount established and adjusted each year in accordance with A.R.S. §34-201 Section 4 Paragraph C(2).
- F. Direct Selection of Pre-Qualified Technical Registrants
 - 1. If the procurement is by direct selection, a written determination by the County Engineer citing the basis of award and for the selection of the particular technical registrant shall be included in the contract file. The best interests of the County shall be considered in each instance.
 - 2. The Procurement Group shall maintain a list of technical registrants who are properly licensed with the State of Arizona Board of Technical Registration, that have expressed an interest in performing work for the County and have provided evidence of their professional qualifications for such work. The list may be categorized to reflect the person or firm's primary field of expertise. Persons or firms desiring to be included on the pre-qualified list may notify the Procurement Group or may register with the Procurement Group in-person.

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3. The Procurement Officer will notify each person or firm listed on the register annually of their status. An invitation published in the local publication inviting the updating of their professional qualifications.
 4. Firms who have failed to provide satisfactory evidence of qualifications or have performed unsatisfactorily during the past twelve (12) months may be removed from the pre-qualified vendor list.
- F. Non-substantial Failure to Comply. The Procurement Officer may determine that noncompliance with any provision of this section is non-substantial and may allow for correction or may waive minor informalities or irregularities.

11. CONTRACT CLAUSES

- A. Contract Clauses. All County contracts for supplies, services and construction shall include provisions necessary to define the responsibilities and rights of the parties to the contract. The Procurement Group, after consultation with the County Attorney, may issue clauses appropriate for material, service or construction contracts, addressing among others the following subjects:
1. The unilateral right of the County to order in-writing changes in the work within the scope of the contract;
 2. The unilateral right of the County to order in writing temporary stopping of the work or delaying performance that does not alter the scope of the contract;
 3. Variations occurring between estimated quantities of work in contract and actual quantities;
 4. Defective pricing;
 5. Liquidated damages;
 6. Specified excuses for delay or nonperformance;
 7. Termination of the contract for default;
 8. Termination of the contract in whole or in part for the convenience of the County;
 9. Suspension of work on a construction project ordered by the County;

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10. Site conditions differing from those indicated in the contract, or ordinarily encountered, except that a differing site conditions clause need not be included in a contract;
11. When the contract is negotiated;
12. When the contractor provides the site or design; or
13. When the parties have otherwise agreed with respect to the risk of differing site conditions.

B. Price Adjustments.

Adjustments in price resulting from the use of contract clauses shall be computed in one or more of the following ways:

1. The agreement on a fixed price adjustment before commencement of the pertinent performance or as soon as practicable;
2. The modification to the unit prices specified in the contract;
3. The costs attributable to the events or situations under the clauses;
4. In other manner as the contracting parties may mutually agree;
5. In the absence of agreement by the parties, by a unilateral determination by the County of the costs attributable to the events or situations under such clauses with adjustment of profit or fee as computed by the County.

12. COST PRINCIPLES

The Procurement Officer or designee may establish cost principles that will be used to determine the allowable incurred costs for the purpose of reimbursing costs pursuant to written contract provisions that provide for the reimbursement of costs.

A. Price Adjusting

1. A contractor may be required to submit cost or pricing data if any adjustment in contract price is requested to the provisions.
2. Written adjustment of pricing may contain any of the following:

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- a. The contract price is based on adequate price competition.
- b. The contract price is based on established catalogue prices or market prices.
- c. Contract prices are set by law or regulation.

13. LEGAL AND CONTRACTUAL REMEDIES

- A. Right to Protest Solicitations and Contract Awards. Any actual or prospective bidder, respondent, offeror or contractor who is aggrieved in connection with the solicitation or award of a contract may file a protest with the Procurement Officer and appeal the protest decision of the Procurement Officer to the County Manager.
- B. Resolution of Protests. The Procurement Officer shall have authority to resolve protests.
- C. Appeals from the decisions of the Procurement Officer may be made to the County Manager.
- D. Filing of a Protest
 - 1. Content of Protest: The protest shall be in writing and shall include the following information:
 - a. The name, address and telephone number of the protestant;
 - b. The signature of the protestant or its representative;
 - c. Identification of the solicitation or contract number;
 - d. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
 - e. The form of relief requested.
- E. Time for Filing Protests
 - 1. Protests Concerning Improprieties in a Solicitation.

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- a. Protests based upon alleged improprieties in a solicitation that are apparent before the solicitation due date shall be filed not less than five (5) working days before the solicitation due date.
2. Protests shall be filed within ten (10) days after issuance of notification of award or issuance of notice of intent to award.
3. The Procurement Officer, without waiving the County's right to dismiss the protest for lack of timeliness, may consider any protest that is not filed timely.
4. The Procurement Officer shall give notice of the protest to the successful contractor if award has been made or, if no award has been made, to all interested parties. Interested parties have the right to intervene.
5. Stay of Procurements during the Protest. In the event of a timely protest, the County may proceed further with the solicitation or with the award of the contract unless the Procurement Officer makes a written determination that there is a reasonable probability that the protest will be sustained or that the stay of procurement is not contrary to the substantial interests of the County.
6. Confidential Information
 - a. Material submitted by a protestant shall not be withheld from any interested party except to the extent that the withholding of information is permitted or required by law.
 - b. If the protestant believes that the protest contains Confidential Information, the provisions of Section 6 shall apply.
7. Decision by the Procurement Officer
 - a. The Procurement Officer shall issue a written decision within fourteen (14) days after a protest has been filed. The decision shall contain an explanation of the basis of the decision. The time for the Procurement Officer's response may be extended for good cause up to thirty (30) calendar days. The Procurement Officer shall notify the protestant in writing that the time for the issuance of a decision has been extended, and the date by which a decision will be issued.
 - b. The Procurement Officer shall furnish a copy of the decision to the protestant, by certified mail, return receipt requested, or by any other

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method including facsimile or electronically, that provides evidence of receipt.

- c. If the Procurement Officer fails to issue a decision within the time limits, the protestant may proceed as if the Procurement Officer had issued an adverse decision.

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8. Protest Remedies

- a. If the Procurement Officer sustains the protest in whole or part and determines that a solicitation, evaluation process, proposed contract award or contract award does not comply with this Procurement Policy, the Procurement Officer shall implement an appropriate remedy.
- b. In determining an appropriate remedy, the Procurement Officer shall consider all the circumstances surrounding the procurement or proposed procurement including, but not limited to, the seriousness of the procurement deficiency, the degree of prejudice to other interested parties or to the integrity of the procurement system, the good faith of the parties, the extent of performance, costs to the County, the urgency of the procurement and the impact of the relief on the using agency's mission.
- c. An appropriate remedy may include one or more of the following:
 - 1) Decline to exercise an option to renew under the contract;
 - 2) Reject all bids, responses or proposals;
 - 3) Terminate the contract;
 - 4) Reissue the solicitation;
 - 5) Issue a new solicitation;
 - 6) Award a contract consistent with the procurement code; or
 - 7) Such other relief as is determined necessary to ensure compliance with this Procurement Policy.

9. Appeals to the County Manager

- a. An appeal from a decision entered or deemed to be entered by the Procurement Officer shall be filed with the County Manager within seven (7) days from the date the decision is issued. The appellant shall also file a copy of the appeal with the Procurement Officer.

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- b. Content of Appeal. The appeal shall contain:
 - 1) Content of the protest;
 - 2) A copy of the decision of the Procurement Officer; and
 - 3) The precise factual or legal error in the decision of the Procurement Officer from which an appeal is taken.
- 10. Notice of Appeal
 - a. The Procurement Director shall give notice of the appeal to the successful contractor if award has been made or, if no award has been made, to interested parties. Such interested parties shall have the right to request copies of the appeal and to intervene in the proceedings.
 - b. The Procurement Officer shall, upon request, furnish copies of the appeal to those interested parties.
- 11. Stay of Procurement during Appeal. If an appeal is filed during the procurement and before an award of a contract and the procurement or award of the contract was stayed by the Procurement Officer, the filing of an appeal shall automatically continue the stay unless the Procurement Officer makes a written determination that the procurement or award of the contract without delay is necessary to protect substantial interests of the County.
- 12. Procurement Officer Report. The Procurement Officer shall file a report on the appeal with the County Manager within seven (7) days from the date the appeal is filed. At the same time, the Procurement Officer shall furnish a copy of the report to the appellant by certified mail, return receipt requested, and to any interested parties. The report shall contain copies of:
 - a. The appeal;
 - b. Any other documents that are relevant to the protest; and
 - c. A statement by the Procurement Officer setting forth findings, actions, recommendations and any additional evidence or information necessary to determine the validity of the appeal.

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13. Comments on Report

- a. The appellant shall file comments on the Procurement Officer's report with the County Manager within seven (7) days after receipt of the report. Copies of the comments shall be provided by the appellant to the Procurement Director and all other interested parties. The comments must contain a statement or confirmation as to the appellant's requested form of relief.

14. County Manager's Decision on Appeal

- a. After review of the Procurement Officer's report and the appellant's comments, the County Manager shall make a decision on the appeal and notify the appellant in writing of such decision within seven (7) days after the decision. The decision of the County Manager shall provide an explanation of the decision and a response to appellant's requested form of relief. The decision of the County Manager shall be final.

15. Filing of Contract Claims and Controversies

- a. Content of Claim: The claim shall be in writing and shall include the following information:
 - 1) The name, address and telephone number of the claimant;
 - 2) The signature of the claimant or its representative;
 - 3) Identification of the solicitation or contract number;
 - 4) A detailed statement of the legal and factual grounds of the claim including copies of relevant documents; and
 - 5) The form of relief requested.

16. Resolution of Contract Claims and Controversies. The Procurement Officer or designee administering a contract in consultation with the County Manager and County Attorney shall have the authority to settle and resolve any contract claims and controversies. If a contract claim or controversy cannot be resolved by mutual agreement of the parties, the County or the contractor may pursue any legal remedy set forth in the contract or authorized by law.

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14. DEBARMENT

- A. Authority to Debar or Suspend. The Procurement Officer in consultation with the County Manager and County Attorney shall have the authority to debar or suspend a person from participating in County procurements.
- B. Initiation of Debarment. Upon receipt of information concerning a possible cause for debarment the Procurement Officer may investigate the possible cause and make a determination. If after investigation, the Procurement Officer has a reasonable basis to believe that a cause for debarment exists, the Procurement Officer may debar a person in accordance with this Procurement Policy.
- C. Debarment or suspension causes shall be limited to:
 1. Conviction of any person or any affiliate of any person for commission of a criminal offense arising out of obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract.
 2. Conviction of any person or any affiliate of any person under any statute of the federal government, this state or any other state for embezzlement, theft, fraudulent schemes and artifices, fraudulent schemes and practices, bid rigging, perjury, forgery, bribery, falsification or destruction of records, or receiving stolen property; or any other offense indicating a lack of business integrity or business honesty that currently seriously and directly affects responsibility as a County contractor and which conviction arises out of or obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract.
 3. Conviction or civil judgment finding a violation by any person or affiliate of any person under state or federal antitrust statutes arising out of the response to a solicitation.
 4. Violations of contract provisions within three (3) years of current debarment action, as set forth below, of a character that is reasonably deemed to be so serious as to justify debarment action:
 - a. Abandonment of a contract without good cause;
 - b. Knowingly fails without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or

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- c. Failure to perform or unsatisfactory performance in accordance with the terms of one or more contracts, except that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for debarment.
 - d. Additionally, any other cause that the Procurement Officer reasonably determines to be so serious and compelling as to affect responsibility as a County contractor, including suspension or debarment of such person or any affiliate of such person by another governmental entity for any cause listed in this section.
- D. Matters Not Proper for Debarment or Suspension - any conviction or judgment dated more than three (3) years prior to the notice of suspension or notice of debarment shall not be a basis for any debarment or suspension of a person or an affiliate of a person.
- E. Period of Debarment
 - 1. The period of time for a debarment shall not exceed three (3) years from the date of the debarment determination.
 - 2. If debarment is based solely upon debarment by another governmental agency, the period of debarment may run concurrently with the period established by that other debarring agency.
- F. Notice. The Procurement Officer shall notify the person in writing within seven (7) days by certified mail, return receipt requested, of the debarment action. The person may submit a request in writing to the Procurement Officer for reconsideration of the debarment action hearing within fourteen (14) days of issuance of the debarment action.
- G. Notice to Affiliates
 - 1. If the Procurement Officer proposes to debar an affiliate, the affiliate shall have a right to provide the Procurement Officer with mitigating circumstances.
 - 2. The affiliate shall advise the Procurement Officer in writing within thirty (30) days of receipt of the notice of a hearing of its intention to appear. Failure to provide written notice of appearance within the thirty (30) day period shall be a waiver of the right to appear in the hearing.

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H. Imputed Knowledge

1. Improper conduct by a person may be imputed to an affiliate for purposes of debarment where the impropriety occurred in connection with the affiliate's duties for or on behalf of, or with the knowledge or approval of, the contractor.
2. The improper conduct of a person or its affiliate having a contract with a contractor may be imputed to the contractor for purposes of debarment where the impropriety occurred in connection with the person's duties for or on behalf of, or with the knowledge, or approval of the contractor.

I. Reinstatement

1. The Procurement Officer may at any time after a final decision on debarment reinstate a debarred person or rescind the debarment upon a determination that the cause upon which the debarment is based no longer exists.
2. Any debarred person may request reinstatement by submitting a petition to the County Manager supported by documentary evidence showing that the cause for debarment no longer exists or has been substantially mitigated.
3. The decision on reinstatement shall be in writing and specify the factors on which it is based.

J. Limited Participation. The Procurement Officer may allow a debarred person to participate in County contracts on a limited basis during the debarment period upon a written determination that participation is advantageous to the County. The determination shall specify the factors on which it is based and define the extent of the limits imposed.

K. Suspension. The Procurement Officer may suspend a person from receiving any award in order to protect the County's interests.

L. Period and Scope of Suspension. The period of suspension shall not be more than sixty (60) days unless the Procurement Officer is informed of compelling reasons to extend the period of suspension.

M. Suspension Notice

1. The Procurement Officer shall notify the person suspended by certified mail, return receipt requested.

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2. The notice of suspension shall state:
 - a. The basis for suspension;
 - b. The period, including dates, of the suspension; and
 - c. That bids or proposals shall not be solicited or accepted from the person and, if received, will not be considered.

N. Master List for Suspension and Debarment.

1. The Procurement Officer or designee shall maintain a Master List of debarments and suspensions.
2. The Master List shall show at a minimum the following information:
 - a. The names and vendor number of those persons whom the County has debarred or suspended.
 - b. The basis of authority for the action.
 - c. The period of debarment or suspension, including the expiration date.
 - d. The name of the debarring or suspending agency, if the County's debarment or suspension is based on debarment or suspension by another governmental agency.
3. The Master List shall include a separate section listing persons voluntarily excluded from participation in County contracts.

O. Judicial Review of Protests, Claims or Controversies, Debarments or Suspensions. Any final decision of the Procurement Officer of a protest, claim or controversy, debarment or suspension under this Procurement Policy is subject to judicial review by any party to the proceeding. Exhaustion of the procedures set forth in this Procurement Policy shall be a condition precedent to seeking judicial review and the complaint seeking review shall be filed within thirty (30) days of the final decision. by the Board

P. Exclusive Remedy. With exception to a law to the contrary, this Procurement Policy shall provide the exclusive procedure for asserting a claim or cause of action

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against the County arising in relation to any procurement conducted under this Procurement Policy.

15. COOPERATIVE PROCUREMENT

- A. The Procurement Officer shall have the authority to participate in, sponsor, conduct or administer a cooperative purchasing agreement for the procurement of any materials, services, or construction with one or more eligible procurement units in accordance with an agreement entered into between the participants when it is in the best interest of the County.

1. Cooperative Purchasing Authorized.

- a. The County may participate in, sponsor, conduct or administer a cooperative purchasing agreement for the procurement of any materials, services, or construction with one or more eligible procurement units in accordance with an agreement entered into between the participants. Parties under a cooperative purchasing agreement may:
 1. Sponsor, conduct or administer a cooperative agreement for the procurement or disposal of any materials, services, or construction.
 2. Cooperatively use materials or services.
 3. Commonly use or share warehousing facilities, capital equipment and other facilities.
 4. Provide personnel, except that the requesting eligible procurement unit may pay the public procurement unit providing the personnel the direct and indirect cost of providing the personnel, in accordance with the agreement.
 5. Upon request, make available to other public procurement units informational, technical or other services that may assist in improving the efficiency or economy of procurement. The public procurement unit furnishing the informational or technical services has the right to request

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reimbursement for the reasonable and necessary costs of providing such services.

2. General Services Administration (GSA) Purchasing Authorized.

- a. The Procurement Officer may authorize purchases under the GSA contracts which specifically allow cooperative purchases by other governmental agencies if it is in the County's best interest to do so.

16. PROCUREMENT OF CAPITAL ASSETS

- A. The Counties may record capital assets on the capital assets list as items are received or at fiscal year-end. A separate acquisitions list should be maintained during the year to help support the reconciliation of the previous year's capital assets list to the current year's capital assets list and the reconciliation of capital assets acquisitions to total capital expenditures. Counties may receive federal, state or local grants, contracts or other programs to acquire capital assets. Title to such assets may transfer to the county under the terms of the program agreement. The assets should be capitalized and reported in the county's financial statements until the agreement requires their return. Counties should dispose of assets under such programs in accordance with program requirements.
- B. Disposal of capital assets requires the using department to complete a County Property Disposition Request Form, so the asset can be removed from the capital asset list and properly accounted for in the County's financial statements. The Finance Department will determine the appropriate disposal method and any monetary value received from the disposal of capital assets will be returned to the appropriate fund.

17. DISPOSAL OF CAPITAL ASSETS.

Counties may record capital assets on the capital assets list as items are received or at fiscal year-end. A separate acquisitions list should be maintained during the year to help support the reconciliation of the previous year's capital assets list to the current year's capital assets list and the reconciliation of capital assets acquisitions to total capital expenditures. Counties may receive federal, state or local grants, contracts or other programs to acquire capital assets. Title to such assets may transfer to the county under the terms of the program agreement. The assets should be capitalized and reported in the county's financial statements until the agreement requires their return. Counties should dispose of assets under such programs in accordance with program requirements.

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SIGNATURE:

CHAIRMAN, BOARD OF SUPERVISORS

DATE

ARF-7654

Regular Agenda Item 3. G.

Regular BOS Meeting

Meeting Date: 11/15/2022

Submitted For: Staci Hatfield, Public Health Clinical Operations Manager

Submitted By: Paula Horn, Deputy Director of Health

Department: Health & Emergency Management Division: Health Services

Fiscal Year: 2022-2024 Budgeted?: Yes

Contract Dates 7/1/2022 - 6/30/2024 Grant?: Yes

Begin & End:

Matching No Fund?: Replacement

Requirement?:

Information

Request/Subject

Approval of Intergovernmental Agreement (Contract No. CTR060267) with the Arizona Department of Health Services (ADHS). This is a replacement for contract No. ADHS18-177678 to continue to provide COVID-19 vaccination services to Gila County residents.

Background Information

Intergovernmental Agreement (Contract No. CTR060267) replaces contract No. (ADHS18-177678). This IGA with the Arizona Department of Health Services (ADHS) is to provide COVID-19 vaccination services from July 1, 2022, to June 30, 2024, in the amount of \$1,229,059. The original contract had non-COVID immunizations and COVID vaccination services all included in contract No. ADHS18-177678. This contract will terminate three years earlier than the non-COVID immunization contract.

Evaluation

Approval of Intergovernmental Agreement (Contract No. CTR060267) will allow the Gila County Health Department to continue to provide COVID-19 vaccination services to Gila County residents.

Conclusion

The approval of Intergovernmental Agreement (Contract No. CTR060267) will allow the Gila County Health Department to continue to provide immunization services to Gila County residents.

Recommendation

The Health and Emergency Management Department Director recommends that the Board of Supervisors approves Intergovernmental Agreement (Contract No. CTR060267) in the amount of \$1,229,059 to allow the Gila County Health Department to continue to provide COVID-19 vaccination services from July 1, 2022, to June 30, 2024.

Suggested Motion

Information/Discussion/Action to approve Intergovernmental Agreement (Contract No. CTR060267) with the Arizona Department of Health Services in the amount of \$1,229,059 to provide COVID-19 vaccination services from July 1, 2022, to June 30, 2024. **(Josh Beck)**

Attachments

IGA CTR060267



INTERGOVERNMENTAL AGREEMENT (IGA)

Contract No. CTR060267

ARIZONA DEPARTMENT OF HEALTH SERVICES

150 North 18th Avenue, Suite 530
Phoenix, Arizona 85007

Procurement Officer
Nicole Marquez

Project Title: COVID-19 Vaccination Services

Begin Date: July 1, 2022

Geographic Service Area: Gila County

Termination Date: June 30, 2024

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

<input checked="checked" type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

Counties: A.R.S. §§ 11-201, 11-951, 11-952 and 36-182.

Indian Tribes: A.R.S. §§ 11-951, 11-952 and the rules and sovereign authority of the contracting Indian Nation.

School Districts: A.R.S. §§ 11-951, 11-952, and 15-342.

City of Phoenix: Chapter II, §§ 1 & 2, Charter, City of Phoenix.

City of Tempe: Chapter 1, Article 1, §§ 1.01 & 1.03, Charter, City of Tempe.

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

<p>Arizona Transaction (Sales) Privilege:</p> <hr/> <p>Federal Employer Identification No.:</p> <hr/> <p>Tax License No.:</p> <hr/> <p>Contractor Name: Gila County Health Department Address: 1400 E. Ash St. Globe, AZ 85501</p>	<p>FOR CLARIFICATION, CONTACT:</p> <p>Name: <u>Debbie Blevins</u></p> <p>Phone: <u>(928) 402-4333</u></p> <p>FAX No: <u>(928) 425-8817</u></p> <p>E-mail: <u>dblevins@gilacountyaz.gov</u></p>
<p>CONTRACTOR SIGNATURE: The Contractor agrees to perform all the services set forth in the Agreement and Work Statement.</p> <hr/> <p>Signature of Person Authorized to Sign _____ Date _____</p> <p>Woody Cline, Chairman, Board of Supervisors</p> <hr/> <p>Print Name and Title _____</p>	<p>This Contract shall henceforth be referred to as Contract</p> <p>No. <u>CTR060267</u> The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this Contract until Contractor receives a fully executed copy of the Contract.</p> <p>State of Arizona</p> <p>Signed this _____ day of _____, 202__</p> <hr/> <p>Procurement Officer</p>
<p>CONTRACTOR ATTORNEY SIGNATURE: Pursuant to A.R.S. § 11-952, the undersigned Contractor's Attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona.</p> <hr/> <p>Signature of Person Authorized to Sign _____ Date _____</p> <p>Gila Count Attorney's Office</p> <hr/> <p>Print Name and Title _____</p>	<p>Contract, No. CTR060267, is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those parties to the Agreement represented by the Attorney General.</p> <p>The Attorney General, BY:</p> <hr/> <p>Signature _____ Date _____</p> <p>Assistant Attorney General:</p>

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1. Definition of Terms. As used in this Contract, the terms listed below are defined as follows:

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

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2. Contract Type.

This Contract shall be:

☒ Cost Reimbursement

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 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

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change the amount and type of funding to accommodate new circumstances in the next budget term. Any increase or decrease in funding at the time of the new budget term shall coincide with a change in the Scope of Work or change in cost of services as approved by the Arizona Department of Health Services.

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

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

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

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23-214, Subsection A.

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

5. **Costs and Payments**

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

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from its obligation to remit taxes.

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

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

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

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

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

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

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

5.6.4. Cancel the Contract.

6. Contract Changes

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

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

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

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

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materials shall remain with the Contractor regardless of receipt.

7.2. Mutual Indemnification. Each party (as "indemnitor") agrees to indemnify, defend and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims, which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.

7.3. Force Majeure.

7.3.1. *Liability and Definition*. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; acts of terrorism; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-interventions not caused by or resulting from the act or failure to act of the parties; failures or refusals to act by government authority not caused by or resulting from the act or failure to act of the parties; and other similar occurrences beyond the control of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence.

7.3.2. *Exclusions*. Force Majeure shall not include the following occurrences:

7.3.2.1. Late delivery of Materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

7.3.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

7.3.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

7.3.3. *Notice*. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day of the commencement thereof, and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

7.3.4. *Default*. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that, such delay or failure is caused by force majeure.

7.4. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor for or toward the fulfillment of this Contract.

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.

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8.2. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor agrees that, for one year after acceptance by the State of the Materials, they shall be:

8.2.1. Of a quality to pass without objection in the Contract description;

8.2.2. Fit for the intended purposes for which the Materials are used;

8.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

8.2.4. Adequately contained, packaged and marked as the Contract may require; and

8.2.5. Conform to the written promises or affirmations of fact made by the Contractor.

8.3. Inspection/Testing. Subparagraphs 8.1 through 8.2 of this paragraph are not affected by inspection or testing of or payment for the Materials by the State.

8.4. Compliance With Applicable Laws. The Materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

8.5. Survival of Rights and Obligations After Contract Expiration and Termination.

8.5.1. *Contractor's Representations*. All representations and warranties made by the Contractor under this Contract in paragraphs 7 and 8 shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12.510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.

8.5.2. *Purchase Orders and Change Orders*. Unless otherwise directed in writing by the Procurement Officer, the Contractor shall fully perform and shall be obligated to comply with all Purchase Orders and Change Orders received by the Contractor prior to the expiration or termination hereof, including, without limitation, all Purchase Orders and Change Orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

9. State's Contractual Remedies

9.1. Right to Assurance. If the State, in good faith, has reason to believe that the Contractor does not intend to, or is unable to, perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract.

9.2. Stop Work Order.

9.2.1. *Terms*. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for a period up to ninety (90) Days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to 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

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shall be amended in writing accordingly.

- 9.3. Non-exclusive Remedies. The rights and remedies of ADHS under this Contract are not exclusive, and ADHS is entitled to all rights and remedies available to it, including those under the Arizona Uniform Commercial Code and Arizona common law.
- 9.4. Right of Offset. The State shall be entitled to offset against any sums due the Contractor in any Contract with the State or damages assessed by the State because of the Contractor's non-conforming performance or failure to perform this Contract. The right to offset may include, but is not limited to, a deduction from an unpaid balance and a collection against the bid and/or performance bonds. Any offset taken for damages assessed by the State shall represent a fair and reasonable amount for the actual damages and shall not be a penalty for non-performance.

10. Contract Termination

- 10.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is, or becomes at any time while the Contract or an extension of the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation, unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.
- 10.2. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement, securing the Contract or an Amendment to the Contract, or receiving favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.
- 10.3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor or its subcontractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.
- 10.4. Termination Without Cause.
- 10.4.1. Both the State and the Contractor may terminate this Contract at any time with thirty (30) days' notice in writing specifying the termination date. Such notices shall be given by personal delivery or by certified mail, return receipt requested.
- 10.4.2. If the Contractor terminates this Contract, any monies prepaid by the State, for which no service or benefit was received by the State, shall be refunded to the State within five (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,

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the Contractor shall deliver to the ADHS all deliverables completed. ADHS may require Contractor to negotiate the terms of any remaining deliverables still due.

- 10.5. Mutual Termination. This Contract may be terminated by mutual written agreement of the parties specifying the termination date and the terms for disposition of property and, as necessary, submission of required deliverables and payment therein.
- 10.6. Termination for Default. The State reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any material obligation, term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. In the event the ADHS terminates the Contract in whole or in part as provided in this paragraph, the ADHS may procure, upon such terms and in such manner as deemed appropriate, Services or Materials, similar to those terminated, and Contractor shall be liable to the ADHS for any excess costs incurred by the ADHS in obtaining such similar Services or Materials.
- 10.7. Continuation of Performance Through Termination. Upon receipt of the notice of termination and until the effective date of the notice of termination, the Contractor shall perform work consistent with the requirements of the Contract and, if applicable, in accordance with a written transition plan approved by the ADHS. If the Contract is terminated in part, the Contractor shall continue to perform the Contract to the extent not terminated. After receiving the notice of termination, the Contractor shall immediately notify all subcontractors, in writing, to stop work on the effective date of termination, and on the effective date of termination, the Contractor and subcontractors shall stop all work.
- 10.8. Disposition of Property. Upon termination of this Contract, all property of the State, as defined herein, shall be delivered to the ADHS upon demand.

11. Arbitration

Pursuant to A.R.S. § 12-1518, disputes under this Agreement shall be resolved through the use of arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12 -1518, except as may be required by other applicable statutes (Title 41).

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.

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15. Administrative Changes

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

16. Survival of Terms After Termination or Cancellation of Contract

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

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

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

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

18. Comments Welcome

The ADHS Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: ADHS Procurement Administrator, Arizona Department of Health Services, 150 North 18th Avenue, Suite 530, Phoenix, Arizona 85007.

19. Unique Entity Identifier (UEI) Requirement

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 sub-recipient under an award or sub-award to a non-Federal entity) may receive a sub-award from ADHS unless the entity provides its Unique Entity Identifier Number to ADHS. The number can be created in SAM.gov. If already registered the UEI has been assigned and can be viewed in SAM.gov .

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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.fsrc.gov/>

If applicable, the subrecipient or sub-awardee is required to abide by the Federal Funding Accountability and Transparency Act (FFATA or Transparency Act – P.L. 109-282, as amended by section 6202(a) of P.L. 110-252), found at <https://www.fsrc.gov/>. The associated Grant Reporting Certification Form and completion instructions will be sent to the subrecipient from ADHS Program(s) responsible for the specific contract. The subrecipient or sub-awardee must return the completed form to ADHS Program(s) by the 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. 2 CFR §200.216 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

21.1. Recipients and sub-recipients are prohibited from obligating or expanding loan or grant funds to:

21.1.1. Procure or obtain;

21.1.2. Extend or renew a contract to procure or obtain; or

21.1.3. Enter in a contract (or extend or renew a contract) to procure or obtain equipment, services, or system that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

21.1.3.1. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

21.1.3.2. Telecommunications or video surveillance services provided by such entities or using such equipment.

21.1.3.3. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

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.

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Additional Terms and Conditions for Title 2, Subtitle A, Chapter II, Part 200, Subpart C: §200.201 USE OF GRANT AGREEMENTS (INCLUDING FIXED AMOUNT AWARDS), COOPERATIVE AGREEMENTS AND CONTRACT

- 24. CIVIL RIGHTS ASSURANCE STATEMENT.** The Contractor and Subcontractors are subject to Title VI of the Civil Rights Act of 1964, Section 504 of Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Title IX of the Education Amendment of 1972, and offers all persons the opportunity to participate in programs or activities regardless of race, color, national origin, age, sex, or disability. Further, it is agreed that no individual will be turned away from or otherwise denied access to or benefit from any program or activity that is directly associated with a program of the RECIPIENT on the basis of race, color, national origin, age, sex (in educational activities) or disability.
- 25. AMERICANS WITH DISABILITIES ACT OF 1990.**
- 25.1 The Contractor shall comply with the Americans With Disabilities Act of 1990 (Public Law 101-336) and the Arizona Disability Act of 1992 (A.R.S § 41-1492 et. seq.), which prohibits discrimination of the basis of physical or mental disabilities in delivering contract services or in the employment, or advancement in employment of qualified individuals.
- 25.2 Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contracting the Contract Manager for the solicitation. Request should be made as early as possible to allow time to arrange the accommodation.
- 26. FEDERAL FUNDING.** Funding for these services is contingent upon the availability of federal government funding. No commitment of any kind is made by the State concerning this Grant unless there are monies provided by a federal grant. The Grantee should take this fact into consideration.
- 26.1 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 \$250 or greater.
- 26.2 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 year. Grantee agrees that funds will not be used for the construction of new facilities.
- 26.3 Grantee agrees to follow equipment disposition policies as determined by the Federal Awarding Agency at Award Completion or as depicted in the State of Arizona Accounting Manual. Grantee also agrees to follow the directives in ADHS Property and Procedure Policy FIN 111.
- 26.4 Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed. These records must: Be supported by a system of internal control which provides reasonable assurance that the charges are accurate, allowable, and properly allocated; Be incorporated into the official records of the non-Federal entity; Reasonably reflect the total activity for which the employee is compensated by the non-Federal entity, not exceeding 100% of compensated activities (for IHE, this per the IHE's definition of IBS); Encompass both federally assisted and all other activities compensated by the non-Federal entity on an integrated basis, but may include the use of subsidiary records as defined in the non-Federal entity's written policy; Comply with the established accounting policies and practices of the non-Federal entity (See paragraph above for treatment of incidental work for IHEs.; and Support the distribution of the employee's salary or wages among specific activities or cost objectives if the employee works on more than one Federal award; a Federal award and non-Federal award; an indirect cost activity and a direct cost activity; two or more indirect activities which are allocated using different allocation bases; or an unallowable activity and a direct or indirect cost activity. Budget estimates (i.e., estimates determined before the services are performed) alone do not qualify as support for charges to Federal awards, but may be used for interim accounting purposes only.

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- 26.5 Grantee understands that financial reports are required as an accounting of expenditures for either reimbursement or ADHS-approved advance payments.
- 26.6 The final request for reimbursement of grant funds must be received by the ADHS no later than sixty (60) days after the last day of the award period.
- 26.7 All goods and services must be received or have reasonable expectations thereof and placed in service by Grantee by the expiration of this award.
- 26.8 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 unless funding guidelines permit funds to be used at a future date.
- 26.9 Grantee agrees to remit all unexpended grant funds to the ADHS within thirty (30) days of written request from the ADHS.
- 26.10 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 State of Arizona Accounting Manual (SAAM) located at the following website. <https://gao.az.gov/publications/saam> Interest earned in excess of allowable limits must be remitted to the ADHS within thirty (30) days after receipt of a written request from the ADHS.
- 26.11 Grantee agrees not to use grant funds for food and/or beverage unless explicitly approved in writing by the ADHS.
- 26.12 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 ADHS.
- 26.13 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.
- 26.14 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 ADHS. 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.
- 26.15 Grantee will comply with the audit requirements of OMB Office of Management and Budget's (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards and provide the ADHS with the Single Audit Report and any findings within ninety (90) days of receipt of such finding(s). If the report contains no findings, the Grantee must provide notification that the audit was completed. All completed Single Audits should be uploaded in the format specified to the Federal Audit Clearinghouse no later than nine months after the entities fiscal year-end at the attached **Link:** <https://harvester.census.gov/facweb/default.aspx/>
- 26.16 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.
- 26.17 Grantee agrees not to do business with any individual, agency, company or corporation listed in the Excluded Parties Listing Service.

Link: System for Award Management <https://www.sam.gov/portal/public/SAM/>

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- 26.18 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 UEI profile and active registration with the System for Award Management (SAM) database.
- 26.19 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.
- 26.20 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.
- 26.21 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.

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT SCOPE OF SERVICES
CTR060267	

1. Background

The Arizona Immunization Program Office (AIPO) has Agreements with County Health Departments (Contractor) since 1993 to provide immunization -related services. The Scope of Services reflects activities necessary to reach the national immunization goals and objectives outlines by the Center for Disease Control and Prevention (CDC) and the U.S. Department of Health and Human Services (US HHS) Health People [website](#). All objectives and related activities identified in this Scope of Services include the Contractor, as well as all public health entities involved with immunizations within the Contractor's jurisdiction.

2. Objective

- 2.1 Enhance program stewardship and accountability for all publicly-purchased vaccine in support of the Vaccines for Children Program (VFC) and the Vaccines for Adults Program (VFA);
- 2.2 Provide vaccines to children and adults in accordance with recommendations of the CDC Advisory Committee on Immunization Practices (ACIP) <https://www.cdc.gov/vaccines/acip/index.html>;
- 2.3 Assess and improve immunization coverage levels for children and adults;
- 2.4 Assure access to vaccines for eligible populations in Arizona; and
- 2.5 Prevent and control Vaccine-Preventable Diseases (VPD).

3. Scope of Service

The services shall be provided throughout the Contractor's jurisdiction. The Tasks described herein are provided to outline the services required and shall not be considered to be either comprehensive or restrictive to innovation or creativity on the part of the Contractor in the preparation of the work plan. The tasks, activities, and deliverables shall be performed according to the state fiscal funding year of July – June.

4. Tasks

The Contractor shall provide:

- 4.1 Activity One (1) – VPD Outbreak and Pandemic Preparedness
 - 4.1.1 The Contractor shall assist in VPD outbreaks and pandemic responses in coordination with equivalent county public health preparedness programs and other relevant partners. Immunization staff will contribute, when asked, to the development or revision of county public health preparedness program response plans. Preparedness activities may include mass vaccination exercises, identification of priority groups and hard-to-reach populations for immunization, and identification of critical infrastructure personnel,
 - 4.1.2 Provide supplemental Adult Flu activities as define by the County Health Department (CHD) and approved by the AIPO, to increase the flu vaccination rates for adults, especially high-risk adults, within the county. These efforts are intended to help keep hospitalization rates for flu down during the COVID-19 pandemic,
 - 4.1.3 Improve vaccine cold storage capacity to include purchases of storage units (refrigerator, freezer [NOT ultra-cold freeze]), generators, and portable refrigeration units. These efforts are intended to help keep vaccines viable during the COVID-19 pandemic,
 - 4.1.4 Increase capacity for data entry and reminder recall activities, to include but not limited to additional staffing, or purchases of hardware and software equipment to accomplish this task. These efforts are intended to help track immunization data during the COVID-19 pandemic,

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- 4.1.5 Enhance COVID-19 vaccination capability (or capacity). Funds can be utilized for staffing, materials/supplies, equipment, and travel related to efforts to successfully vaccinate adults and children within the community,
- 4.1.6 Enhance COVID-19 vaccination capability (or capacity) and throughput. The COVID-19 Vaccination Supplemental Funding (SUP Funds) can be utilized for, but is not limited to the following: staffing, materials/supplies, equipment, and travel related to efforts to successfully vaccinate adults within the community, and
- 4.1.7 To improve vaccine equity within local health departments serving racial and ethnic communities at increased risk of COVID-19 will implement their plans (previously provided to AIPO), to collaborate with other (non-immunization focused) programs within the local health departments or local government that have established community engagement programs, initiatives, or reach into those communities. Additionally, local health departments will hire a Vaccine Equity Coordinator who will coordinate efforts within the county. The COVID-19 Vaccination Equity Funding (EQUITY Funds) can also be utilized for but not limited to: staffing, materials/supplies, travel and general operating costs (capital outlay not allowed with this funding).

5. Requirements

The activities in this Agreement shall be performed by the Contractor, or its partners, for the purpose of increasing immunization coverage levels of children zero through eighteen (0-18) years of age and adults nineteen (19) years of age and older in both the public and private sectors of health care. Funds shall be used for immunization-related services and activities and in accordance with any federal and state regulations.

6. Deliverables and Delivery Schedule

The Contractor shall:

- 6.1 Complete and submit, within thirty (30) days (but no later than forty-five (45) days) of the end of each quarter, a quarterly Contractor's Expenditure Report (CER), with supporting expense documentation, listing all immunization activities and reports for which reimbursement is due (refer to Exhibit One (1), Scheduled Reports Delivery). The Contractor is expected to use the funds received from the CER for immunization-related services and activities and in accordance with federal and state regulations.

7. Notices, Correspondence, and Reports

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

Contract Management Specialist
Immunization Program Office
Arizona Department of Health Services
150 N. 18th Avenue, Suite 530
Phoenix, AZ 85007
Phone: (602) 364-3626
Fax: (602) 364-3285

David Reyman
Contract Management Specialist
David.reyman@azdhs.gov

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

Gila County Division of Health & Emergency Services
Attn: Debbie Blevins
1400 East Ash
Globe, AZ 85501
Phone: (928) 402-8767
Fax: (928) 425-0794
Email: dblevins@gilacountyaz.gov

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Activity	Frequency	Unit Rate	Unit of Measure	Total
Total Personnel/ERE; Salary/Fringe – May claim only salary and fringe benefits for immunization program staff/other staff who work to meet contract requirements	Yearly	N/A	Total	UP TO \$1,229,059.00
Supplemental flu vaccination activities (SAIF Funds)	As needed by June 30, 2024	N/A	Total	Not to exceed allocation= \$77,500.00 (minus any payout from previous contract)
Improve vaccine cold storage capacity; increase capacity for data entry and reminder recall activities (IDEAS Funds)	As needed by June 30, 2024	N/A	Total	Not to exceed allocation= \$125,000.00 (minus any payout from previous contract)
Enhance COVID-19 activities and throughput (SUP Funds)	As needed by June 30, 2024	N/A	Total	Not to exceed allocation= \$300,762.00 (minus any payout from previous contract)
COVID-19 Vaccination Equity Funding (Equity Funds)	As needed by June 30, 2024	N/A	Total	Not to exceed allocation= \$725,797.00 (minus any payout from previous Agreement)

*Prices may be reviewed and adjusted annually over the term of the Agreement

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Scheduled Reports Delivery

Reports	Due Date (based on State Fiscal Year Funding of July – June)
CERs to include pertinent documentation, such as receipts, invoices, payroll expense reports, time sheets	1 st Quarter – October 30 th (No later than Nov. 15) 2 nd Quarter – January 30 th (No later than Feb. 15) 3 rd Quarter – April 30 th (No later than May 15) 4 th Quarter – July 30 th (No later than Aug. 15)

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT EXHIBIT Two (2)
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SAIF Funds

Exhibit - 2 CFR 200.332

§ 200.332

Requirements for pass-through entities.

All pass-through entities must:

(a) Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward.

**Prime Awardee:
DUNS #**

**Arizona Department of Health Services
QMWUG1AMYF65**

Federal Award Identification (Grant Number):

6 NH23IP922599-02-01

Subrecipient name (which must match the name associated with its unique entity identifier):

Gila County

Subrecipient's unique entity identifier (DUNS #):

C8EKKJK67XB1

Federal Award Identification Number (FAIN, sometimes it's the same as the Grant Number):

NH23IP922599

Federal Award Date (see the definition of Federal award date in § 200.1 of this part) of award to the recipient by the Federal agency;

06/04/2020

Subaward Period of Performance Start and End Date;

07/01/2019 - 06/30/2024

Subaward Budget Period Start and End Date:

07/01/2020 - 06/30/2021

Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient (this is normally the contract amount):

\$77,500.00

Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation (how much is available for contracts):

\$4,718,951.00

Total Amount of the Federal Award committed to the subrecipient by the pass-through entity

\$10,903,078.00

Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)

CDC-RFA-IP19-1901 Immunization and Vaccines for Children

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT EXHIBIT Two (2)
CTR060267	

Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity

Centers for Disease Control and Prevention

Assistance Listings number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement:

93.268 - Immunization Cooperative Agreements

Identification of whether the award is R&D

N/A

Indirect cost rate for the Federal award (including if the de minimis rate is charged) per § 200.414

10%

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CTR060267	

IDEAS Funds

Exhibit - 2 CFR 200.332

§ 200.332

Requirements for pass-through entities.

All pass-through entities must:

(a) Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward.

Prime Awardee:

Arizona Department of Health Services

DUNS

QMWUG1AMYF65

Federal Award Identification (Grant Number):

6 NH23IP922599-02-01

Subrecipient name (which must match the name associated with its unique entity identifier):

Gila County

Subrecipient's unique entity identifier (DUNS #):

C8EKKJK67XB1

Federal Award Identification Number (FAIN, sometimes it's the same as the Grant Number):

NH23IP922599

Federal Award Date (see the definition of Federal award date in § 200.1 of this part) of award to the recipient by the Federal agency;

09/23/2020

Subaward Period of Performance Start and End Date;

07/01/2019 - 06/30/2024

Subaward Budget Period Start and End Date:

07/01/2020 - 06/30/2021

Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient (this is normally the contract amount):

\$125,000.00

Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation (how much is available for contracts):

\$8,992,059.00

Total Amount of the Federal Award committed to the subrecipient by the pass-through entity

\$12,181,923.00

Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)

CDC-RFA-IP19-1901 Immunization and Vaccines for Children

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT EXHIBIT THREE (3)
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Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity

Centers for Disease Control and Prevention

Assistance Listings number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement:

93.268 - Immunization Cooperative Agreements

Identification of whether the award is R&D

Indirect cost rate for the Federal award (including if the de minimis rate is charged) per § 200.414

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT EXHIBIT FOUR (4)
CTR060267	

SUP Funds

Exhibit - 2 CFR 200.332

§ 200.332

Requirements for pass-through entities.

All pass-through entities must:

(a) Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward.

Prime Awardee:

Arizona Department of Health Services

DUNS #

QMWUG1AMZF65

Federal Award Identification (Grant Number):

6 NH23IP922599-02-03

Subrecipient name (which must match the name associated with its unique entity identifier):

Gila County

Subrecipient's unique entity identifier (DUNS #):

C8EKKJK67XB1

Federal Award Identification Number (FAIN, sometimes it's the same as the Grant Number):

NH23IP922599

Federal Award Date (see the definition of Federal award date in § 200.1 of this part) of award to the recipient by the Federal agency;

01/15/2021

Subaward Period of Performance Start and End Date;

07/01/2019 - 06/30/2024

Subaward Budget Period Start and End Date:

07/01/2020 - 06/30/2024

Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient (this is normally the contract amount):

\$300,762.00

Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation (how much is available for contracts):

\$11,298,059.00

Total Amount of the Federal Award committed to the subrecipient by the pass-through entity

\$81,315,802.00

Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)

CDC-RFA-IP19-1901 Immunization and Vaccines for Children

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT EXHIBIT FOUR (4)
CTR060267	

Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity

Centers for Disease Control and Prevention

Assistance Listings number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement:

93.268 - Immunization Cooperative Agreements

Identification of whether the award is R&D

N/A

Indirect cost rate for the Federal award (including if the de minimis rate is charged) per § 200.414

10%

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT EXHIBIT FIVE (5)
CTR060267	

EQUITY Funds

Exhibit - 2 CFR 200.332

§ 200.332

Requirements for pass-through entities.

All pass-through entities must:

(a) Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the time of the subaward and if any of these data elements change, include the changes in subsequent When some of this information is not available, the pass-through entity must provide the best information the Federal award and subaward.

Prime Awardee:

DUNS

Arizona Department of Health Services

QMWUG1AMYP65

Federal Award Identification (Grant Number):

6 NH23IP922599-02-04

Subrecipient name (which must match the name associated with its unique entity identifier):

Gila County

Subrecipient's unique entity identifier (DUNS #):

C8EKKJK67XB1

Federal Award Identification Number (FAIN, sometimes it's the same as the Grant Number):

NH23IP922599

Federal Award Date (see the definition of Federal award date in § 200.1 of this part) of award to the recipient by the Federal agency:

03/31/2021

Subaward Period of Performance Start and End Date:

07/01/2019 - 06/30/2024

Subaward Budget Period Start and End Date:

07/01/2020 - 06/30/2021

Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient (this is normally the contract amount):

\$725,797.00

Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation (how much is available for contracts):

\$11,298,059.00

Total Amount of the Federal Award committed to the subrecipient by the pass-through entity:

\$147,085,219.00

Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA):

CDC-RFA-IP19-1901 Immunization and Vaccines for Children

Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity:

Centers for Disease Control and Prevention

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT EXHIBIT FIVE (5)
CTR060267	

Assistance Listings number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement:

93.268 Immunization Cooperative Agreements

N/A

Identification of whether the award is R&D:

10%

Indirect cost rate for the Federal award (including the de minimis rate is charged) per § 200.414:

ARF-7660**Regular Agenda Item 3. H.****Regular BOS Meeting**

Meeting Date: 11/15/2022

Submitted For: Josh Beck, Director

Submitted By: Josh Beck, Director

Department: Health & Emergency Management

Division: Emergency Management

Fiscal Year: FFY 2022-2023

Budgeted?: No

Contract Dates 10/1/2022 to 9/30/2023

Grant?: Yes

Begin & End:

Matching No

Fund?: Renewal

Requirement?:

Information

Request/Subject

Acceptance of the 2022 Hazardous Materials Emergency Preparedness (HMEP) Grant Award.

Background Information

On March 9, 2022, the Arizona Department of Environmental Quality (ADEQ) issued a letter requesting applications for the Hazardous Materials Emergency Preparedness (HMEP) grant for the upcoming Federal Fiscal Year (2022-2023) from the Gila County Local Emergency Planning Committee (LEPC). The HMEP funds can be used by LEPC's for Commodity Flow Studies, Table-Top Exercises, Purchase of Training Props, Development of Emergency Response Plans, Backfill/Overtime/Stipends for volunteer firefighters, (Hazardous Waste) HAZMAT Conference Attendance, and Hazardous Waste Operations and Emergency Response (HAZWOPER) Training. Gila County Local Emergency Preparedness Committee submitted a request to obtain \$46,000 of HMEP grant funding and was awarded \$23,000.

Evaluation

This funding will allow Gila County to continue to train and prepare local responders for quality HAZMAT response.

Conclusion

Acceptance of the 2022 HMEP grant funding award from the ADEQ in the amount of \$23,000 with no non-federal match requirement will allow Gila County Emergency Management to train, develop, and implement a local response team for immediate HAZMAT response. Funds will also be used to provide backfill for personnel to complete coursework. Gila County LEPC will be

working on a 3-year plan to train, develop, and implement items necessary to begin an ongoing basic training routine for trained response staff. Additionally, Gila County will continue to host an annual LEPC conference/workshop, and tabletop/functional exercise, where the emergency response plan review will take place.

The attached October 20, 2022, letter from ADEQ is the County's contract with ADEQ. The Board of Supervisors is requested to accept a grant award of \$23,000 from ADEQ for our LEPC committee.

Recommendation

It is the recommendation of the Health and Emergency Management Department Director that the Board of Supervisors accepts the 2022 HMEP grant funding award from ADEQ in the amount of \$23,000 with no non-federal match requirement for the Gila County Local Emergency Planning Committee. This funding will be used to train, develop, and implement items necessary to begin an ongoing basic training routine for the local HAZMAT response. Additionally, Gila County will continue to host an annual LEPC conference/workshop, and tabletop/functional exercise, where the emergency response plan review will take place.

Suggested Motion

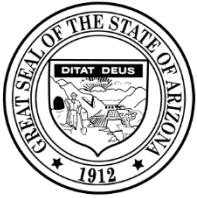
Information/Discussion/Action to accept the Hazardous Materials Emergency Preparedness Grant Program funding award from the Arizona Department of Environmental Quality in the amount of \$23,000 for the Federal Fiscal Year 2022-2023 with no non-federal match requirement. **(Josh Beck)**

Attachments

HMEP Award Letter

Grant Request

List of Activities



Douglas A. Ducey
Governor

ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY



Misael Cabrera
Director

October 20, 2022

Carl Melford, Emergency Management Coordinator
Gila County Emergency Management
5515 South Apache Ave., Suite 400
Globe, AZ 85501
Email: cmelford@gilacountyaz.gov

Re: Hazardous Materials Preparedness Grant Program (HMEP) Award
Grant#693JK2240018HMEP FY 2023-FY2025

Dear Mr. Melford,

Thank you for participating in the Hazardous Materials Preparedness Grant Program (HMEP). We are happy to announce your grant award for Federal Fiscal Year 2022-2023 of the HMEP. Although the HMEP grant is on a 3-year grant cycle, ADEQ intends to disperse funds on an annual basis.

This letter is to notify **the amount awarded to your agency for FFY 2022-2023 is \$23,000.00.**

The project narrative submitted and approved by the Pipeline and Hazardous Materials Safety Administration (PHMSA) is attached.

This award supports your agency's request for grant funds for FFY 2022-2023. **The grant performance period begins October 1, 2022 and ends September 30, 2023.** This award meets all of your requests. This award serves to enhance hazardous materials for training within your agency. LEPC compliance will be reviewed during the performance period for future HMEP eligibility.

Important Compliance Notes:

1. This award is for reimbursement of approved funding requests. If your request differs or your needs change during the grant performance period, please notify us as soon as possible at azserc@azdeq.gov. A request will be submitted to PHMSA for approval. Your agency should continue to work on a composite list of needs and potential work projects and keep open communication with Michele Martinez. We cannot approve any requests that have not had prior approval from PHMSA.
2. Please submit your reimbursement request(s) to us at azserc@azdeq.gov. Request(s) must include a) ADEQ HMEP reimbursement form; b) narrative of the training or planning

Main Office

1110 W. Washington Street • Phoenix, AZ 85007
(602) 771-2300

Southern Regional Office

400 W. Congress Street • Suite 433 • Tucson, AZ 85701
(520) 628-6733

www.azdeq.gov
printed on recycled paper

exercise; c) copies of invoices/receipts and; d) the name of the organization who is requesting reimbursement.

3. Reminder that any unexpended funds will be returned to ADEQ for distribution as deemed appropriate and as approved by PHMSA. Please work with us should you anticipate that you will not be able to utilize the funds during the grant performance period.

Congratulations and we are excited to work with your agency.

Sincerely,

A handwritten signature in cursive script that reads "Laura L. Malone".

Laura L. Malone
Division Director
Waste Programs Division

Attachments: Project Narrative FFY 2022-2023

HMEP GRANT AWARD - YEAR 1 (693JK2240018HMEP) PROJECT NARRATIVE

Project Name	Awarded Amount	Performance Period
HAZMAT Training (Local Response Team)	\$12,800 – 5 participants	10/1/2022 to 9/30/2023
LEPC Conference/Exercise/Annual Plan Review	\$10,200 – 100 participants	10/1/2022 to 9/30/2023
Total Award	\$23,000	

- 1) Gila County LEPC will be working on a 3-year plan to train, develop, and implement a local response team for immediate HAZMAT response. Funds will also be used to provide backfill for personnel to complete coursework. Gila County LEPC will be working on a 3-year plan to train, develop, and implement items necessary to begin an ongoing basic training routine for trained response staff.
- 2) Gila County will continue to host an annual LEPC conference/workshop, tabletop/functional exercise, where the emergency response plan review will take place. There will be several guest speakers with recent crisis response. The conference/workshop is open to our partners and neighboring counties.

	County Name: Gila Contact Name: Josh Beck Phone: 928-200-4406 E-Mail: jbeck@gilacountyaz.gov						Grant Start Grant End HMEP agreement #:		10/1/22 9/30/25 693JK322NF0011			
Project Narrative Submission for HMEP Grant Funding FY2022-2024												
Gila County Office of Emergency Management 5515 South Apache Ave. Suite 400 Chino, AZ 85501												
Year	Begin Date	Project Name	Narrative: Please describe in full detail the activity description.	How does this further your organization's Mission?	Estimated Start date	Estimated End Date	Requested amount	Number of expected participants	Is this for Planning?	Planning Type	Is this for Training?	What is the training type?
Year 1 FY 2022-2023	10/1/22	HAZMAT Training (Local Response Team)	Gila County LEPC will be working on a 3 year plan to train, develop, and implement a local response team for immediate HAZMAT response. Funds will be to provide backfill and overtime for Fire and LE staff to complete coursework.	Based on the quantity of HAZMAT chemicals addressed in the recently completed commodity flow studies and the documented increase in incidents over the last few years, this funding will improve local trained response time, especially in northern Gila County, where an ADEQ team from the valley may have as much as a 2 hour response time. A local trained team will improve HAZMAT outcomes, especially in underserved and remote areas.	10/1/22	9/30/23	\$16,000	5				
	10/1/22	HAZMAT Training PROPS, Equipment, PPE supplies	Gila County LEPC will be working on a 3 year plan to train, develop, and implement a local response team for immediate HAZMAT response. Funds will be to provide items necessary to begin an ongoing basic training routine for trained response staff.	Annual conference is our foundation for partnership engagement, response plan review and update, exercise collaboration, AAR development, and networking.	10/1/22	9/30/23	\$15,000	15				
	10/1/22	LEPC Conference/Exercise/Annual Plan Review	Gila County will continue to host an annual LEPC conference, tabletop/functional exercise, Response Plan review, guest speakers with recent crisis response, and open to our partners and neighbor counties.		10/1/22	9/30/23	\$15,000	50				
				Total Year One			\$46,000.00					
Year 2 FY 2023-2024	10/1/23	HAZMAT Training (Local Response Team)	Gila County LEPC will be working on a 3 year plan to train, develop, and implement a local response team for immediate HAZMAT response. Funds will be to provide backfill and overtime for Fire and LE staff to complete coursework.	Based on the quantity of HAZMAT chemicals addressed in the recently completed commodity flow studies and the documented increase in incidents over the last few years, this funding will improve local trained response time, especially in northern Gila County, where an ADEQ team from the valley may have as much as a 2 hour response time. A local trained team will improve HAZMAT outcomes, especially in underserved and remote areas.	10/1/23	9/30/24	\$12,800	5				
	10/1/23	HAZMAT Training PROPS, Equipment, PPE supplies	Gila County LEPC will be working on a 3 year plan to train, develop, and implement a local response team for immediate HAZMAT response. Funds will be to provide items necessary to begin an ongoing basic training routine for trained response staff.	Annual conference is our foundation for partnership engagement, response plan review and update, exercise collaboration, AAR development, and networking.	10/1/23	9/30/24	\$5,000	15				
	10/1/23	LEPC Conference/Exercise/Annual Plan Review	Gila County will continue to host an annual LEPC conference, tabletop/functional exercise, Response Plan review, guest speakers with recent crisis response, and open to our partners and neighbor counties.		10/1/23	9/30/24	\$15,000	60				
				Total Year Two			\$ 32,800.00					
Year 3 FY 2024-2025	10/1/24	HAZMAT Training (Local Response Team)	Gila County LEPC will be working on a 3 year plan to train, develop, and implement a local response team for immediate HAZMAT response. Funds will be to provide backfill and overtime for Fire and LE staff to complete coursework.	Based on the quantity of HAZMAT chemicals addressed in the recently completed commodity flow studies and the documented increase in incidents over the last few years, this funding will improve local trained response time, especially in northern Gila County, where an ADEQ team from the valley may have as much as a 2 hour response time. A local trained team will improve HAZMAT outcomes, especially in underserved and remote areas.	10/1/24	9/30/25	\$12,800	5				
	10/1/24	HAZMAT Training PROPS, Equipment, PPE supplies	Gila County LEPC will be working on a 3 year plan to train, develop, and implement a local response team for immediate HAZMAT response. Funds will be to provide items necessary to begin an ongoing basic training routine for trained response staff.	Annual conference is our foundation for partnership engagement, response plan review and update, exercise collaboration, AAR development, and networking.	10/1/24	9/30/25	\$5,000	15				
	10/1/24	LEPC Conference/Exercise/Annual Plan Review	Gila County will continue to host an annual LEPC conference, tabletop/functional exercise, Response Plan review, guest speakers with recent crisis response, and open to our partners and neighbor counties.		10/1/24	9/30/25	\$15,000	60				
				Total Year Three			\$32,800.00					
Balance			Total									
							Grand totals FY 2022-2024	111,600.00				
Signed and submitted by: _____ Date: 3/24/2022												
Title: Joshua Beck, Deputy Director Public Health and Emergency Management												

HMEP GRANT COMMON ACTIVITIES

Eligible activities include (but are not limited to):

- **Commodity Flow Studies (what HAZMAT is flowing through your community?)**
- **HAZMAT Training (awareness, technician, operations, specialist)**
- **Table-Top Exercises**
- **Purchase of Training Props**
- **Development of Emergency Response Plans**
- **Backfill/Overtime/Stipends for volunteer firefighters**
- **HAZMAT Conference Attendance**
- **Hazardous Waste Operations and Emergency Response (HAZWOPER) Training**

ARF-7675

Regular Agenda Item 3. I.

Regular BOS Meeting

Meeting Date: 11/15/2022

Submitted For: Khristina Knox, Administrative Assistant

Submitted By: Betty Hurst, Contracts Administrator

Department: Facilities Management

Fiscal Year: 2023

Budgeted?: Yes

Contract Dates 05-04-22 to 05-03-23

Grant?: No

Begin & End:

Matching No

Fund?: Renewal

Requirement?:

Information

Request/Subject

Amendment No. 1 to Professional Services Contract 012021-1 with Canyon Country Design, Inc. and Amendment No. 1 to Professional Services Contract No. 012021-2 with GH2 Architects for *On-Call Design*.

Background Information

On May 4, 2021, the Board of Supervisors awarded two contracts; Contract No. 012021-1 with Canyon Country Design, Inc. and Contract No. 012021-2 with GH2 Architects to provide On-Call Design Services for the period beginning May 4, 2021, to May 3, 2022. The original contracts were executed for a not to exceed without-written authorization amount of \$100,000.

Gila County has had several design projects for building remodels and construction in the past several years. To ensure that small remodel projects remain on schedule; staff would prefer to engage at least two firms for these remodel projects. The total design cost of each contract will be no more than \$100,000 per project.

Having two companies on call, scheduling time constraints will be the only other consideration. By renewing these contracts; it is anticipated that projects will stay on schedule. *The following information which has been copied from May 4, 2021, staff report is to fully explain this item in its entirety.*

Gila County has had several design projects for building remodels and

construction in the past several years. In order to ensure that small remodel projects remain on schedule, staff would prefer to engage at least two firms for these remodel projects. The total design costs will be no more than \$100,000 per project. Out of five firms that answered Request for Qualifications No. 012021, 2 companies were chosen. Per A.R.S. § 41-2581, the Procurement Department was asked to help negotiate each company's hourly costs for professional services. With the two companies on call, scheduling time constraints will be the only other consideration. By entering into a contract with each of these companies, it is anticipated that projects will stay on schedule.

Evaluation

Amendment No. 1 to Professional Services Contract No. 012021-1 with Canyon Country Design, Inc. and Amendment No. 1 to Professional Services Contract No. 012021-2 with GH2 Architects extends the term of the contracts for an additional one-year term from May 4, 2022, to May 3, 2023.

Each contract amount shall not exceed \$100,000 per year. Staff does not anticipate that either company will reach that threshold with the current list of planned projects.

Conclusion

Facilities Management wishes to execute Amendment No. 1 to Professional Services Contract No. 012021-1 with Canyon Country Design, Inc. and Amendment No. 1 to Professional Services Contract No. 012021-2 with GH2 Architects.

Having more than one on-call design/architectural company on a contract will enable staff to have professional concepts and drawings readily available for remodeling or construction. This should speed up the process for future remodeling and/or building projects. The companies were chosen and the contracts that the staff is seeking to amend/renew are Canyon Country Design, Inc., and GH2 Architects.

Each contract would have a “not to exceed” contract amount of \$100,000 per year. Each contract is for a period of 1 year and may be renewed for four additional one-year periods at the discretion of the Board.

Recommendation

Facilities Management staff recommends approving Amendment No. 1 to Professional Services Contract No. 012021-1 with Canyon Country Design, Inc. and Amendment No. 1 to Professional Services Contract No. 012021-2 with GH2 Architects to extend the term of the contract for an additional year, from May 4, 2022, to May 3, 2023.

Suggested Motion

Information/Discussion/Action to approve Amendment No. 1 to Professional Services Contract No. 012021-1 with Canyon Country Design, Inc. and Amendment No. 1 to Professional Services Contract No. 012021-2 with GH2 Architects with a not to exceed amount of \$100,000 per year per contract for on-call services. **(Khristina Knox)**

Attachments

Amendment No. 1 to Professional Services Contract No. 012021-1

Amendment No. 1 to Professional Services Contract No. 012021-2

Professional Services Contract No. 012021-1 001

Professional Services Contract No. 012021-2



AMENDMENT NO. 1 to Professional Services Contract No. 012021-1

The following amendments are hereby incorporated into the agreement for the below project

ON-CALL DESIGN AND ARCHITECTURAL SERVICES

FACILITIES MANAGEMENT

Effective May 4, 2021, Gila County and Canyon Country Design, Inc. entered into a contract whereby Canyon Country Design, Inc. agreed to provide On-Call Design and Architectural Services.

Professional Services Contract No. 012021-1 will expire on May 3, 2022. **Per Article 15-Term**, Gila County shall have the option, to renew the contract for four additional one-year periods.

Amendment No. 1 to Professional Services Contract No. 012021-1, will allow for Gila County to exercise the option to renew the term of the Contract for one additional one-year term, from May 4, 2022, to May 3, 2023, for a contract amount of not to exceed One Hundred Thousand dollars and 00/100's (\$100,000.00) without prior written approval from the County.

Further, Amendment No. 1 will serve to add the language: **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.

All other terms, conditions and provisions of the original Contract, shall remain the same and apply during the May 4, 2022, to May 3, 2023, renewal period.

AMENDMENT NO. 1 to Professional Services Contract No. 012021-1

IN WITNESS WHEREOF, three (3) 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 the date and year first above written.

GILA COUNTY BOARD OF SUPERVISORS

CANYON COUNTRY DESIGN, INC.

Woody Cline Chairman, Board of Supervisors

Authorized Signature


Print Name
CAROLYN J. PAGE

ATTEST

James Menlove, Clerk of the Board

APPROVED AS TO FORM

The Gila County Attorney's Office



AMENDMENT NO. 1 to Professional Services Contract No. 012021-2

The following amendments are hereby incorporated into the agreement for the below project

ON-CALL DESIGN AND ARCHITECTURAL SERVICES

FACILITIES MANAGEMENT

Effective May 4, 2021, Gila County and GH2 Architects entered into a contract whereby GH2 Architects agreed to provide On-Call Design and Architectural Services.

Professional Services Contract No. 012021-2 will expire on May 3, 2022. **Per Article 15-Term**, Gila County shall have the option, to renew the contract for four additional one-year periods.

Amendment No. 1 to Professional Services Contract No. 012021-2, will allow for Gila County to exercise the option to renew the term of the Contract for one additional one-year term, from May 4, 2022, to May 3, 2023, for a contract amount of not to exceed One Hundred Thousand dollars and 00/100's (\$100,000.00) without prior written approval from the County.

Further, Amendment No. 1 will serve to add the language: **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.

All other terms, conditions, and provisions of the original Contract, shall remain the same and apply during the May 4, 2022, to May 3, 2023, renewal period.


AMENDMENT NO. 1 to Professional Services Contract No. 012021-2

IN WITNESS WHEREOF, three (3) 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 the date and year first above written.

GILA COUNTY BOARD OF SUPERVISORS

GH2 ARCHITECTS

Woody Cline Chairman, Board of Supervisors



Authorized Signature



Print Name

ATTEST

James Menlove, Clerk of the Board

APPROVED AS TO FORM

The Gila County Attorney's Office

PROFESSIONAL SERVICES CONTRACT NO. 012021-1
ON-CALL DESIGN AND ARCHITECTURAL SERVICES

FACILITIES MANAGEMENT

THIS AGREEMENT, made and entered into this 4th day of May, 2021, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Canyon Country Design, Inc., of the Town of Young, State of Arizona, hereinafter designated the Consultant.

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

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

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

Scope of Work: Refer to attached Attachment "A" to **Professional Services Contract 012021-1** by mention made a binding part of this agreement as set forth herein.

Consultant Fee's: Refer to Attachment "A" to **Professional Services Contract 012021-1** 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 012021-1**, 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 Consultant shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the Services rendered under this contract and accepted material received by the County before the effective date of termination.

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

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

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

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 Consultant from liabilities that might arise out of the performance of the work under this contract by the Consultant, his agents, representatives, employees or subConsultants and Consultant is free to purchase additional insurance as may be determined necessary.

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

- The Consultant works from his or her home and has no one going to his or her home on County business.
- The Consultant sets his or her own schedule.
- The Consultant uses his or her own tools and controls her own work products.
- The size of a single project does not exceed \$1,000,000 with an annual aggregate amount not to exceed \$2,000,000.

Should a project exceed \$1,000,000, all insurance requirements prevail.

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

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

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

- ~~General Aggregate~~ ~~\$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 Consultant".~~

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 Consultant, including automobiles owned, leased, hired or borrowed by the Consultant".~~

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, Consultant warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

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

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

- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Consultant from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Consultant shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

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

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

ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Consultant hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Consultant's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Consultant shall further ensure that each subConsultant who performs any work for Consultant under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Consultant and any subConsultant in order to verify such party's compliance with the State and Federal Immigration Laws.

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

Consultant shall advise each subConsultant of County's rights, and the subConsultant's obligations, under this Article by including a provision in each subcontract substantially in the following form: "SubConsultant hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to SubConsultant's employees, and with the requirements of A.R.S. § 23-214 (A). SubConsultant further agrees that County may inspect the SubConsultant's books and records to insure that SubConsultant is in compliance with these requirements.

Any breach of this paragraph by SubConsultant will be deemed to be a material breach of this contract subjecting SubConsultant to penalties up to and including suspension or termination of this contract."

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

ARTICLE 6 – ISRAEL BOYCOTT CERTIFICATION: Consultant hereby certifies that it is not currently engaged in and will not, for the duration of this agreement, engage in a boycott of Israel as required by A.R.S. § 35-393.01. Violation of this certification by Consultant may result in action by County up to and including termination of this agreement.

ARTICLE 7 – WARRANTY: Consultant expressly warrants that all goods or Services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Consultant warrants that all such goods or Services will conform to any statements made on the containers or labels or advertisements for such goods, or Services, and that any goods will be adequately contained, packaged, marked and labeled. Consultant warrants that all goods or Services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or Services of that kind are normally used. If Consultant knows or has reason to know the particular purpose for which County intends to use the goods or Services, Consultant warrants that such goods or Services will be fit for such particular purpose. Consultant warrants that goods or Services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or Services furnished hereunder shall not affect the Consultant's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Consultant's warranty shall run to County, its successors, and assigns. Consultant agrees to replace or correct, at Consultant's sole cost and expense, defects of any goods or Services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

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

ARTICLE 8 – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Consultant shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Consultant. The Consultant shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 9 – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for Services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 10 – RELATIONSHIP OF THE PARTIES: Consultant is an independent Consultant of the County. Consultant represents that he has or will secure, at his own expense, all personnel required in performing the Services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such Services. Consultant warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subConsultants will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Consultant that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the Services called for herein. Neither Consultant nor any employee of the Consultant shall be deemed an officer, employee, or agent of the County.

ARTICLE 11 – NON-APPROPRIATIONS CLAUSE: Consultant acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Consultant of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Consultant for the same supplies or Services covered under this Addendum.

ARTICLE 12 – ENTIRE CONTRACT CLAUSE: The Consultant and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 13 – NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Consultant of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 14 – GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 15– TERM: The term of the contract shall commence upon award and shall remain in effect for a period of twelve (12) months unless terminated, canceled or extended as otherwise provided herein. The Consultant agrees that Gila County shall have the right, at its sole option, to renew the contract for three (3) additional one (1) year periods. In the event the County exercises such a right, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period.

ARTICLE 16 – PAYMENT/BILLING: Consultant shall be paid an amount not to exceed \$100,000.00 for completion of the projects as outlined in the Scope of Services.

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

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

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

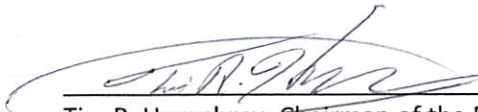
Gila County employs a "Net 15" payment term for Services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Consultant. Purchase orders sent to the Consultant reflect these terms and conditions.

GILA COUNTY PROFESSIONAL SERVICES CONTRACT NO. 012021-1

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

IN WITNESS WHEREOF, Professional Services Contract No. 012021-1 has been duly executed by the parties hereinabove named, on the date and year first above written.

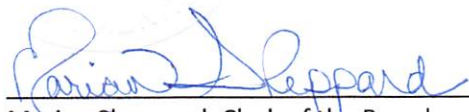
APPROVED:



Tim R. Humphrey, Chairman of the Board



Canyon Country Design



Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:



The Gila County Attorney's Office

4/7/2021

GILA COUNTY FINANCE DEPARTMENT
ATTN: BETTY HURST
GUERRERO COMPLEX
1400 EAST ASH STREET
GLOBE, ARIZONA

CONSULTANT / ARCHITECTURAL SERVICES: FEE SCHEDULE

ON CALL CONSULTANT / ARCHITECTURAL SERVICES, AS REQUESTED OR REQUIRED:

- MEASURE EXISTING STRUCTURES: INTERIOR AND EXTERIOR, AND CREATE AS-BUILT FLOOR PLAN DRAWINGS FOR BASE PLAN AS REQUIRED.
- FEASIBILITY STUDIES: REVIEW AND DISCUSSION WITH OWNERS REGARDING POSSIBLE OPTIONS FOR REMODELING, BASED ON INFORMATION COLLECTED AND IDENTIFIED ON THE AS-BUILT FLOOR PLANS AND MEETINGS WITH USER GROUPS.
- SCHEMATIC DESIGN
- DESIGN DEVELOPMENT
- CONSTRUCTION DRAWINGS
- MEETINGS WITH OWNER, DEPARTMENTS, ELECTED OFFICIALS, ETC. AS REQUIRED OR REQUESTED BY GILA COUNTY.
- OTHER ARCHITECTRAL SERVICES, CONSULTANTS, AS REQUESTED, TO BE BILLED AS ADDITIONAL SERVICES UPON APPROVAL OF SUCH FEES.

CONSULTATION FEE FOR SERVICES:

\$90/HR

REIMBURSABLES:

MILAGE (AT STANDARD STATE RATE)
PER DIEM, AS REQUIRED
PRINTING / PLOTTING


CARYN PAIGE, R.A.

THANK YOU FOR YOUR BUSINESS!

4/7/2021

GILA COUNTY FINANCE DEPARTMENT
ATTN: BETTY HURST
GUERRERO COMPLEX
1400 EAST ASH STREET
GLOBE, ARIZONA

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- SCHEMATIC DESIGN
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- OTHER ARCHITECTRAL SERVICES, CONSULTANTS, AS REQUESTED, TO BE BILLED AS ADDITIONAL SERVICES UPON APPROVAL OF SUCH FEES.

CONSULTATION FEE FOR SERVICES:

\$90/HR

REIMBURSABLES:

MILAGE (AT STANDARD STATE RATE)
PER DIEM, AS REQUIRED
PRINTING / PLOTTING


CARYN PAIGE, R.A.

THANK YOU FOR YOUR BUSINESS!

PROFESSIONAL SERVICES CONTRACT NO. 012021-2
ON-CALL DESIGN AND ARCHITECTURAL SERVICES

FACILITIES MANAGEMENT

THIS AGREEMENT, made and entered into this 4th day of May, 2021, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and GH2, of Mesa, in the State of Arizona, hereinafter designated the Consultant.

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

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

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

Scope of Work: Refer to attached Attachment "A" to **Professional Services Contract 012021-2** by mention made a binding part of this agreement as set forth herein.

Consultant Fee's: Refer to Attachment "A" to **Professional Services Contract 012021-2** 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 012021-2**, 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 Consultant shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the Services rendered under this contract and accepted material received by the County before the effective date of termination.

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

This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Consultant to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree.

It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Consultant from and against any and all claims. It is agreed that Consultant will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Consultant agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Consultant for the County.

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

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

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

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

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

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

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

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

- General Aggregate \$1,000,000

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

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

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

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

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

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

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

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

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

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

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

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

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- 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.

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

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

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

ARTICLE 6 – ISRAEL BOYCOTT CERTIFICATION: Consultant hereby certifies that it is not currently engaged in and will not, for the duration of this agreement, engage in a boycott of Israel as required by A.R.S. § 35-393.01. Violation of this certification by Consultant may result in action by County up to and including termination of this agreement.

ARTICLE 7 – WARRANTY: Consultant expressly warrants that all goods or Services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Consultant warrants that all such goods or Services will conform to any statements made on the containers or labels or advertisements for such goods, or Services, and that any goods will be adequately contained, packaged, marked and labeled. Consultant warrants that all goods or Services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or Services of that kind are normally used.

If Consultant knows or has reason to know the particular purpose for which County intends to use the goods or Services, Consultant warrants that such goods or Services will be fit for such particular purpose. Consultant warrants that goods or Services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or Services furnished hereunder shall not affect the Consultant's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Consultant's warranty shall run to County, its successors, and assigns. Consultant agrees to replace or correct, at Consultant's sole cost and expense, defects of any goods or Services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

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

ARTICLE 8 – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Consultant shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Consultant. The Consultant shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 9 – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for Services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 10 – RELATIONSHIP OF THE PARTIES: Consultant is an independent Consultant of the County. Consultant represents that he has or will secure, at his own expense, all personnel required in performing the Services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such Services. Consultant warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any sub-consultants will likewise obtain Worker's Compensation Insurance for of their employees working on this contract.

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

ARTICLE 11 – NON-APPROPRIATIONS CLAUSE: Consultant acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Consultant of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Consultant for the same supplies or Services covered under this Addendum.

ARTICLE 12 – ENTIRE CONTRACT CLAUSE: The Consultant and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 13 – NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Consultant of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 14 – GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona.

The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

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

ARTICLE 16 – PAYMENT/BILLING: Consultant shall be paid an amount not to exceed \$100,000.00 for completion of the projects as outlined in the Scope of Services.

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

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

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

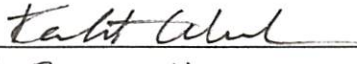
Gila County employs a "Net 15" payment term for Services meaning the payment will be issued fifteen (15) days from the date the County approves the invoice from the Consultant. Purchase orders sent to the Consultant reflect these terms and conditions.

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

PROFESSIONAL SERVICES CONTRACT NO. 012021-2

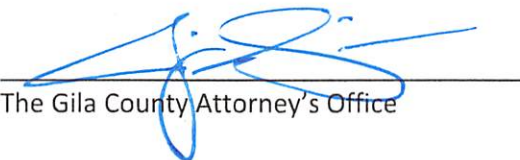
IN WITNESS WHEREOF, Professional Services Contract No. 012021-2 has been duly executed by the parties hereinabove named, on the date and year first above written.


Tim R. Humphrey, Chairman of the Board


GH2 ROBERT WADSACK
ASSOCIATE PRINCIPAL


Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:


The Gila County Attorney's Office

**STANDARD HOURLY RATES: 1/1/2021**

Principal	\$ 250.00
Specialty Practice Leader	\$ 230.00
Associate Principal	\$ 202.00
Sr. Project Manager / Sr. Architect	\$ 194.00
Principal Expert Witness / Litigation Assistance	\$ 300.00
Sr. Architect Expert Witness / Litigation Assistance	\$ 275.00
Project Manager	\$ 168.00
Architect III	\$ 175.00
Architect II	\$ 162.00
Architect I	\$ 141.00
Intern Architect III	\$ 132.00
Intern Architect II	\$ 124.00
Intern Architect I	\$ 116.00
Landscape Architect III	\$ 162.00
Landscape Architect II	\$ 152.00
Landscape Architect I	\$ 132.00
Landscape Designer III	\$ 129.00
Landscape Designer II	\$ 122.00
Landscape Designer I	\$ 115.00
Interior Designer III	\$ 162.00
Interior Designer II	\$ 152.00
Interior Designer I	\$ 132.00
Interior Design Intern III	\$ 129.00
Interior Design Intern II	\$ 122.00
Interior Design Intern I	\$ 115.00
Construction Administration Specialist	\$ 151.00
Construction Cost Specialist	\$ 132.00
Draftsman III	\$ 132.00
Draftsman II	\$ 124.00
Draftsman I	\$ 116.00
Administrative	\$ 94.00
Clerical	\$ 79.00

ARF-7669

Regular Agenda Item 3. J.

Regular BOS Meeting

Meeting Date: 11/15/2022

Submitted For: James Menlove, County Manager/County Clerk of the Board

Submitted By: Cathy Melvin, Executive Assistant

Department: Board of Supervisors-District 3

Fiscal Year: 2022 Budgeted?: No

Contract Dates July 2022 to July 2023 Grant?: No

Begin & End:

Matching No Fund?: New

Requirement?:

Information

Request/Subject

Consideration of the Tonto Natural Resource District's (NRCD) request for funding to cover their match requirement for them to obtain a Forest Service Grant and approval of an Intergovernmental Agreement between Gila County and Tonto Natural Resource Conservation District No. 10272022.

Background Information

Across the United States, nearly 3,000 Conservation Districts, almost one in every county, work directly with landowners to conserve and promote healthy soils, water, forests, and wildlife. The Tonto Natural Resource Conservation District (Tonto NRCD) is part of this broad network.

The Tonto NRCD is requesting funding in the amount of \$100,000 to support and provide the match dollars (required for the Forest Service Grant) for the Reading the Range Program, to establish a seed harvesting and re-seeding program, and to support weed management and mapping.

Evaluation

The Tonto NRCD's mission statement is: "To provide and promote leadership in the use and conservation of natural resources through stewardship and education programs."

The Tonto NRCD is committed to ongoing education and leadership in conservation programs including stream bank stabilization, range

improvement, watershed management, noxious weed control, forest health, the Northern Gila County Clean Water Program, and drought relief administration. With the addition of seed harvesting and re-seeding the Tonto NRCD can work in the areas of Gila County that were devastated by fire to provide soil stabilization, and watershed protection and help bring back the beauty of the land.

Conclusion

The Tonto NRCD is an important tool for the County's conservation concerns. The Reading the Range program has proven its value with the data collected and shared with range staff and ranchers. The addition of the proposed new programs will enhance those efforts and will help to create better watershed conditions and create more diversity of vegetation.

Recommendation

Staff recommends that the Board of Supervisors consider the Tonto NRCD's request for funding and approve the Intergovernmental Agreement between Gila County and the Tonto Natural Resource Conservation District No. 10272022.

Suggested Motion

Information/Discussion/Action to consider the request for funding and approval of the Intergovernmental Agreement between Gila County and the Tonto Natural Resource Conservation District (NRCD) No. 10272022 whereby the County will disburse \$100,000 to the Tonto NRCD to assist in the match funds that are required to the U.S. Forest Service for the Reading the Range Program and establishing a seed harvesting and re-seeding program, which the Board has found to be for the benefit of the public. **(James Menlove)**

Attachments

Tonto NRCD 2022 IGA

Tonto NRCD Letter of Request

Tonto NRCD 2022 Presentation

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
GILA COUNTY
AND
TONTONATURAL RESOURCE CONSERVATION DISTRICT
No. 10272022**

This Agreement is made and entered into effective this _____ day of November 2022, by and between Gila County, hereinafter referred to as "County" and the Tonto Natural Resource Conservation District, hereinafter referred to as "Tonto NRCD".

RECITALS

WHEREAS, the Gila County Board of Supervisors desires to provide funding to the Tonto NRCD in order to further the economic development potentials of Gila County, by providing funds to assist in the continuance of the University of Arizona Cooperative Extension "Reading the Range" monitoring program and to establish a seed harvesting and a re-seeding program; and

WHEREAS, Tonto NRCD has requested funding to aid in the continuance of the University of Arizona Cooperative Extension "Reading the Range" monitoring program and to establish a seed harvesting and a re-seeding program, which both programs are and will be operated and maintained within the boundaries of the County; and

WHEREAS, the Tonto NRCD is a Natural resource Conservation District, formed pursuant to A.R.S. §37-1031 et. seq. with powers outlined in A.R.S. §37-1054; and

WHEREAS, the Tonto NRCD will continue to accept contributions and use or expend them in carrying on its operations to continue to provide the University of Arizona Cooperative Extension "Reading the Range" monitoring program for the residents of Gila County. And in addition, the Tonto NRCD will establish seed harvesting and re-seeding programs and to support weed management and mapping; and,

WHEREAS, the County has determined that the purpose of this funding request is for the benefit of the public, in compliance with A.R.S. § 11-254.

SCOPE

It is the intent of the County pursuant to A.R.S. §11-254 to provide a \$100,000 contribution to the Tonto NRCD, to further the economic development of the County and for the public

Since its foundation in 2000, The Reading the Range program has offered range monitoring workshops by the University of Arizona. Through the Reading the Range program, ranchers in the Gila County area have increased the number of perennial grasses by five times. The goal is to identify any resource concerns that may exist and take steps to achieve a solution to the concerns. The "Reading the Range" program teaches how to increase ground cover, create better watershed conditions and create more diversity of vegetation. With the addition of the seed harvesting and re-seeding the Tonto NRCD can work in the areas that were devastated by fire to provide soil stabilization and watershed protection.

CATHY MELVIN



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

1. The Gila County Board of Supervisors will contribute \$100,000 in the form of an Economic Development Grant, to the Tonto NRCD for the continuance of the University of Arizona Cooperative Extension "Reading the Range" monitoring program and to establish a seed harvesting and re-seeding program, which the Board has determines to be for the benefit of the public. The contribution will be in effect from December 1, 2022 to December 31, 2023.

2. Notices

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

Tonto NRCD
Attn: Sammi Jenkins
P.O. Box 3073
Payson, AZ 85547-3073

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

3. After completion of the above-mentioned projects, Tonto NRCD must provide a comprehensive report to the County, including a financial reconciliation of all uses of funds.

GENERAL TERMS

1. Indemnification: Tonto NRCD shall indemnify, defend, save and hold harmless the County 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 Tonto NRCD 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 Tonto NRCD or 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 Tonto NRCD from and against any and all claims. It is agreed that Tonto NRCD 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 Tonto NRCD agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by Tonto NRCD or any of its owners, officers, directors, agents, employees or subcontractors.
2. Termination: Prior to the distribution of the funds described herein from the County to Tonto NRCD, either party may rescind this agreement by providing written notice to the

CATHY MELVIN

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- other party. The parties do not expect that there shall be any property owned by the parties that will be co-mingled that will need to be disposed of after termination of the agreement.
3. Cancellation: This Agreement may be canceled pursuant to the provisions of A.R.S. §38-511. The parties hereby acknowledge notice of A.R.S. §38-511 which provides for cancellation of contracts for violation of the conflict of interest statute.
 4. Compliance with all laws: The parties shall comply with all applicable laws, rules, regulations, standards, and executive orders, whether federal, state or local. Any changes in the governing laws, rules and regulations during the term of this agreement shall apply but do not require an amendment.
 5. Entire Agreement: This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Agreement may be modified, amended, altered or extended only by a written amendment signed by the parties.
 6. Non-Appropriation: Notwithstanding any other provision in this Agreement, this Agreement may be terminated if, for any reason, the County or the Tonto NRCD does not appropriate sufficient monies for the purpose of maintaining this Agreement.
 7. 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 this 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 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.
 8. As required by A.R.S. §23-214(B), before receiving the economic development incentive, Tonto NRCD shall provide proof to the County that it is registered with and is participating in the E-Verify program.
 9. Finances and Budgetary Matters: Pursuant to A.R. S. §11-952(B)(3), the establishment and maintenance of a budget for the Intergovernmental Agreement, and the financing for it, shall be approved annually by the County and Tonto NRCD through their respective boards; financing may include commitment of general funds, grant funds, or other available financing.
 10. Waiver of Conflict: The parties to this Agreement are aware that the Gila County Attorney represents, has represented, or pursuant to statutory duty may represent more than one party to this Agreement in various matters which may include the drafting or review of this

Agreement. By signing this Agreement, each party specifically acknowledges that (1) the Gila County Attorney has, by this paragraph, informed each party that the Gila County Attorney believes that he or she will be able to provide competent and diligent representation to each party to this Agreement represented by the Gila County Attorney and the representation of each party is not prohibited by law and does not involve the assertion of a claim by one party against another party to this Agreement, (2) the party is aware of a potential conflict of interest, and (3) the party specifically waives any such claim based on the Gila County Attorney's representation of other parties to this Agreement.

11. **Workers Compensation Coverage:** The parties agree that pursuant to A.R.S. § 23-1022(D) employees of each party who work under the jurisdiction or control of or within the jurisdictional boundaries of the other party pursuant to this intergovernmental agreement are deemed to be employees of both parties for the purposes of A.R.S. § 23-1022. The primary employer of each employee performing services under this intergovernmental agreement shall be solely liable for the payment of worker's compensation benefits. Further, pursuant to A.R.S. § 23-1022 (E), each party agrees to post a notice pursuant to the provisions of § 23-906, in substantially the following form: "All employees are hereby further notified that they may be required to work under the jurisdiction or control of or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of workers' compensation."

12. **Exchange of Property:** This Agreement does not involve the exchange of property.

IN WITNESS THEREOF, the parties to this agreement have caused their names to be affixed hereto by their proper offices on the date indicated above.

GILA COUNTY BOARD OF SUPERVISORS

**TONTO NATURAL RESOURCE
CONSERVATION DISTRICT**

Chairman Board of Supervisors


Francis Cline, Jr.
Supervisor Vice Chair

ATTEST

JAMES MENLOVE, CLERK OF THE BOARD

APPROVED AS TO FORM

Gila County Attorney's Office

CATHY MELVIN

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Tonto Natural Resource Conservation District

*"To provide and promote leadership in the use and conservation of natural resources
through stewardship and education programs."*

PO Box 3073
Payson, Arizona 85547-3073
Phone: (928) 978-4112

Woody Cline ~ Supervisor Chair
Francis Cline Jr ~ Supervisor Vice Chair
Lori Brown ~ Supervisor Treasurer
Sammi Jenkins ~ Supervisor
Cassie Waggoner ~ Supervisor
Carol Quigley ~ District Clerk
Susan Bolt ~ Admin

November 2, 2022

Gila County Board of Supervisors
c/o Cathy Melvin, Gila County BOD Admin.
1400 East Ash Street, Gila County Courthouse
Globe, AZ 85501

Dear Supervisors,

Thank you for the opportunity to make a presentation to the Gila County Board of Supervisors requesting \$100,000 to conduct various projects including the Reading the Range program.

Sincerely,

Sammi Jenkins
Tonto NRCD Supervisor

SJ/sb



TONTO NATURAL RESOURCE CONSERVATION DISTRICT

CONSERVING
2,280,808 ACRES OF
ARIZONA

What is a Natural Resource Conservation District_____ (NRCD)?

On April 27, 1935 Congress passed Public Law 74-46, and established the Soil Conservation Service (SCS) as a permanent agency in the USDA in response to the devastation of the “dust bowl” of the 1930’s. In 1994, the name was changed to the Natural Resources Conservation Service to better reflect the broadened scope of the agency’s concerns.



- In 1941, the Arizona Legislature took the Federal Government’s Standard Soil Conservation District Law and established Arizona’s Conservation Districts.

In the beginning, there were only four districts, today there are 42 dedicated districts across the state.

The districts were given a broad authority to work on all types of natural resource conservation practices across all land ownership or land-use types.



- Primary Road
- Arizona Boundary
- Conservation District Boundaries

NATURAL RESOURCE CONSERVATION DISTRICT (NRCD)BOARD MAKE-UP



- Each district is run by a board of locally elected/appointed farmers, ranchers, and other land managers called “**Supervisors.**” Supervisors work with stakeholders and district “**Cooperators**” to identify resource conservation needs, set priorities, and help implement conservation practices at the local level. *Supervisors are unpaid and work thousands of hours each year to help local agricultural producers and other land stewards implement conservation work.*
- **Cooperators** are local producers and other land managers who reside in a District. Districts Boards join forces with Cooperators to leverage available resources by collaborating with over 20 federal, state, and tribal agencies and other stakeholders who have authority, funding or expertise in the management of land, water, air, wildlife, and other natural resources.



NRCD SUPPORT NETWORK

NRCD'S are supported by:

- The **USDA's Natural Resource Conservation Service** (NRCS) a program that provides support in the form of technical assistance, funding and other resources to farmers, ranchers, and forest managers throughout the US. Funding assistance in the form of grants and discretionary conservation program is available through Department of Interior and EPA.
- The NRCD's are essential partners of the **Arizona State Land Department** (ASLD), helping to steer federal, state, and non-profit grant funding to conservation projects on State Land, keeping the land productive for grazing and agriculture. Additionally we provide technical assistance to ASLD staff, assisting in land management planning, initiating educational outreach and consulting on a wide variety of natural resource management issues. Natural Resource Conservation Districts (NRCDs) serve a critical role on all land within the State of Arizona. They are the experts on conservation needs and practices in their regions and many operate education centers as we do (TNRCD Education Center), which serve our respective communities.



TONTO NRCD MISSION STATEMENT

- *“To provide and promote leadership in the use and conservation of natural resources through stewardship and education programs.”*

TONTO NRCD COMMITMENTS

Streambank stabilization, range improvement, watershed management, ***noxious weed identification and control***, forest health, the Northern Gila County Clean Water Program and drought relief administration , the ***Reading the Range*** program, and the ***TNRCD Education Center***.

Reading the Range program has provided dynamic scientific data on ways to improve grazing by increasing ground cover, creating more optimal watershed conditions, creating more diversity of vegetation, as well as managing fuel loads .



READING THE RANGE + RE-SEEDING PROJECT

- 90% of all grazing allotments participate in the program and there are 479 monitoring locations across the forest . By the end of the 2022 monitoring season, all allotments will have long term monitoring areas.



- Reseeding efforts near El Capitan, with seed balls made at Ag Daze by county wide 4th & 5th graders: produced a 60% germination rate, higher than anticipated.



EDUCATION & WORKING THE LAND

The Tonto NRCD Education Center, among many other activities, provides integral county wide grade school education, to deliver “Ag in the Classroom” lessons annually in cooperation with Arizona Farm Bureau .



PROPOSED NEW PROJECTS

The Tonto NRCD is committed to providing ongoing education and leadership in conservation programs.

We are developing two new initiatives: seed harvesting and re-seeding. Our primary focus -the areas of Gila County that were devastated by fire. Our goals are to provide soil stabilization, watershed protection and help bring back the beauty and productivity of the land with native, locally grown seed.



IN CONCLUSION

- The Tonto NRCD is an important tool for the county's dynamic conservation concerns. It is important to appreciate that Districts are the only organization – local, state, or federal – with such a broad authority to work on all types of natural resource conservation practices across all land ownership or land-use types. Because all other government agencies are restricted to specific resources like water or wildlife, or land ownership types like privately owned land or land owned by government agencies.



ARF-7684

Regular Agenda Item 3. K.

Regular BOS Meeting

Meeting Date: 11/15/2022

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

Sealed bid for the purchase of Assessor's parcel number 302-41-144.

Background Information

The subject property is a small dirt road leading to Parcel No. 302-41-142C, which is owned by Scott D. Keeney at 1406 N. Boeing Circle, Payson. This road will allow ingress or egress to Mr. Keeney parcel and is a requirement from the Town of Payson for the building permits for the property. The total lien amount on this parcel is \$694.70.

On November 21, 2014, the Gila County Treasurer deeded parcel number 302-41-144 to the State of Arizona c/o Board of Supervisors because the previous owner did not pay taxes on the subject property for 7 consecutive years. This parcel did not sell at the Board of Supervisors' August 4, 2015, annual auction.

Mr. Keeney recently met with the Chief Deputy Clerk of the Board and he explained that he must purchase the subject property from the State of Arizona c/o the Board of Supervisors so that he can build his home due to a requirement placed on him by the Town of Payson. The Chief Deputy Clerk of the Board contacted the Town of Payson and they were not interested in purchasing the road for the town and so it was determined that the best course for Mr. Keeney was for him to purchase it himself so that he may continue with the construction of his home.

Evaluation

On October 24, 2022, Mr. Keeney submitted a sealed bid to the Chief Deputy Clerk of the Board for the Board of Supervisors to consider selling parcel number 302-41-144 for less than the lien amount. Mr. Keeney owns property that adjoins the subject property.

Gila County Resolution No. 15-05-05 states, "*WHEREAS, the Board of*

Supervisors may waive the requirement to sell the property for no less than the total lien amount if a condition warrants selling a parcel at a lesser price."

Mr. Keeney would like the Board to consider their bid to purchase the property they previously purchased.

Conclusion

It would be advantageous for the Board of Supervisors to consider a bid that is less than the lien amount; whereby, if this property is sold, it will go back on the County's tax rolls.

Recommendation

It is recommended that the Board of Supervisors consider the bid for the purchase of the subject property.

Suggested Motion

Information/Discussion/Action to consider a sealed bid for the purchase of Assessor's tax parcel number 302-41-144 and, if accepted, authorize the Chairman's signature on the Quit Claim Deed. **(Melissa Henderson)**

Attachments

302-41-144 Information

302-41-144 Maps

WHEN RECORDED RETURN TO:
GILA COUNTY TREAS.



TREASURER'S DEED
A.R.S. 42-18267



KNOW ALL MEN BY THESE PRESENTS;

WHEREAS, on the **9 th / 16 th** day of **April, 2014** notice according to law was published in the **ARIZONA SILVER BELT**, a newspaper of general circulation in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the grantee named herein, and that unless the tax lien is redeemed before the **28 th** day of **July, 2014**, a Treasurer's Deed will issue to the said grantee, and

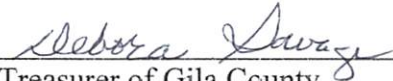
WHEREAS, said property tax lien not having been redeemed from such sale, I therefore, pursuant to said notice and in conformity with law have conveyed, and do hereby foreclose the right to redeem and convey, unto said **STATE OF ARIZONA**, the following described premises situated in the County of Gila, State of Arizona, to-wit:

PARCEL NUMBER : **302 41 144**

ACCOUNT NUMBER: **R022005**

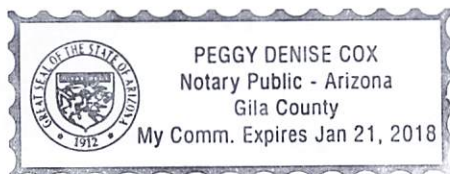
DESCRIBED AS : **The East 15 ft of Lot 45, Payson Woodlands, according to Map #108 records of Gila County, Arizona**

IN WITNESS WHEREOF, I, **Debora Savage**, Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this **21 st** day of **November, 2014**.


Treasurer of Gila County

STATE OF ARIZONA
COUNTY OF GILA

This instrument was acknowledged before me this **21 st** day of **November, 2014** by **Debora Savage** as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that she executed the same for the purpose and consideration therein expressed.




Notary Public

My Commission Expires:

1-21-2018

Gila County Property Report

Thursday, December 18, 2014

Account #: R000024343

Parcel #: 302-41-144

Appraisal Year : 2014

Acct Type : Vacant

Tax District : 1053

Map #: 41

Parcel Size : 0.03 acres

Owner Name and Address :

HOCK EDWARD
706 W SUMMIT STREET
PAYSON AZ 85541

Property Location :

No #
312A E AIRLINE BLVD
PAYSON AZ 85541-0000
MH Space

Business/Complex :**Property Sales History**

Sale Date	Doc Date	Book	Page	Type	Amount	Grantor	Grantee
11/21/2014	11/21/2014	-	-	TRD	\$0.00	HOCK EDWARD	STATE OF ARIZONA

Legal Description :

PAYSON WOODLANDS LOT 45 E 15' 117/1

Building Count :

No Records Returned

Valuation:

Value Method:	Market	Full Cash Value (FCV):	\$500.00	Use Code:	0011
		Limited Value (LPV):	\$500.00	Property Use:	0011-VL-RES-URBAN SUBDIVIDED
Assessment Ratio:	16.00 %	Assessed FCV:	\$80.00		
		Assessed LPV:	\$80.00		

Disclaimer:

The Assessor's Office has compiled information on this website that it uses to identify, classify, and value real and personal property. This website is not updated in 'real time.' The Assessor does not guarantee that any information provided on this website is accurate, complete, or current. The information provided on this site is not equivalent of a title report or a real estate survey. Users should independently research, investigate, and verify all information before relying on it or in the preparation of legal documents. Please contact (928) 402-8714 if you believe any information is incomplete, out of date, or incorrect so that the appropriate correction can be addressed. Please note that a statutory process is available to correct errors pursuant to Arizona Revised Statutes 42-16254

ADVERTISE FOR TWO CONSECUTIVE WEEKS
A.R.S. 42-18265

TREASURER'S OFFICE

Gila County, Arizona

April 4, 2014

Notice is hereby given that **STATE OF ARIZONA**
has applied for a Treasurer's Deed to the following described real
property owned by:

Hock Edward

and situated in Gila County, Arizona:

PARCEL # 302 41 144 ACCOUNT # R022005

**Legal Description: The East 15 ft of Lot 45, Payson Woodlands,
according to Map #108 records of Gila County, Arizona**

which on **17 th day of February, 2011** was sold to **STATE OF
ARIZONA**

for taxes, interest and penalties and charges amounting to

\$ 644.70

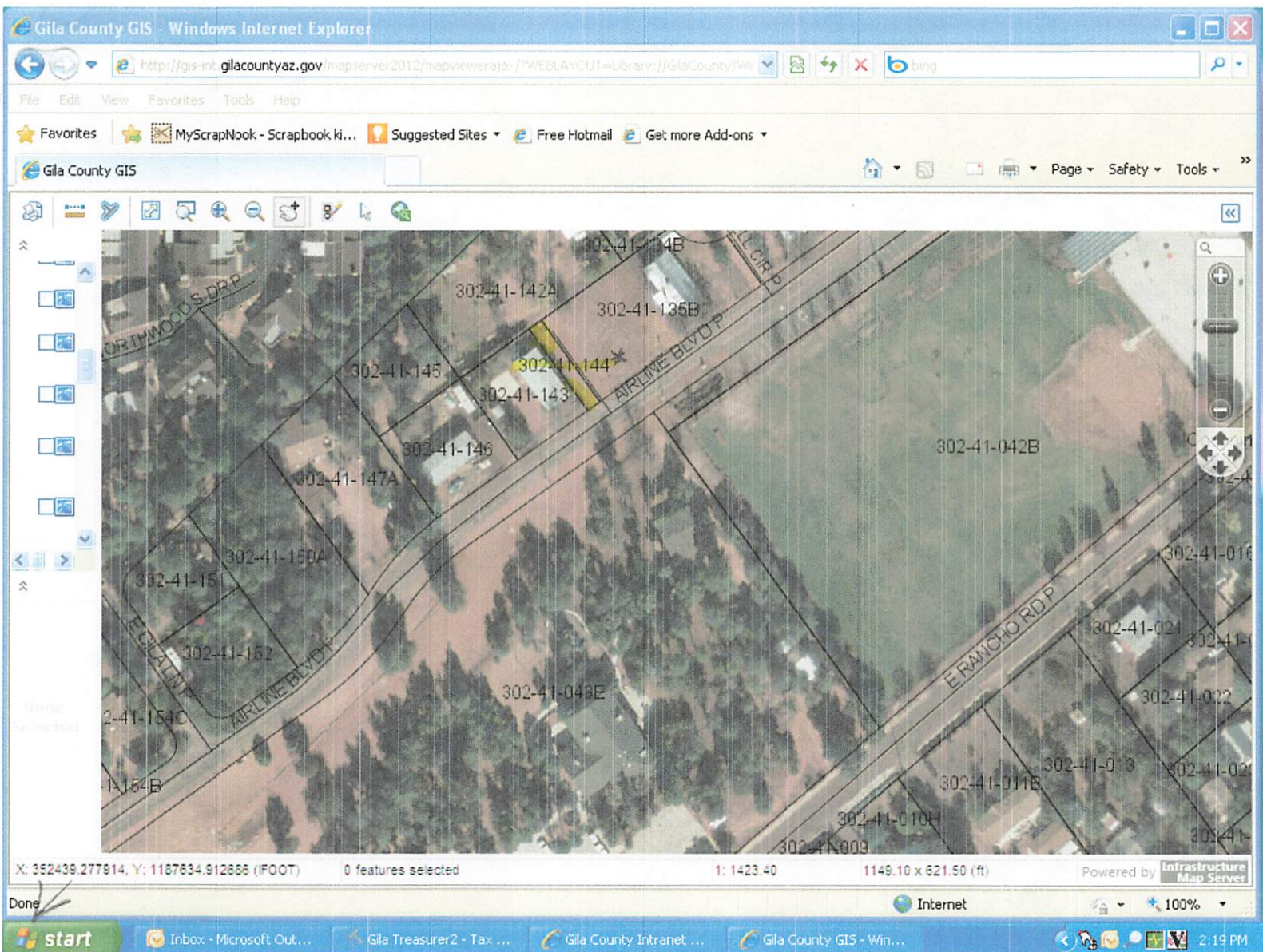
as represented in Tax Sale Certificate No. **09-032603**

If redemption according to law be not made before the **28 th day of
July, 2014** .

I will convey said premises unless the property is redeemed before the
stated date a treasurer's deed will be executed and delivered to the
county board of supervisors acting on behalf of this state.

\$ 644.70
50.00
\$ 694.70

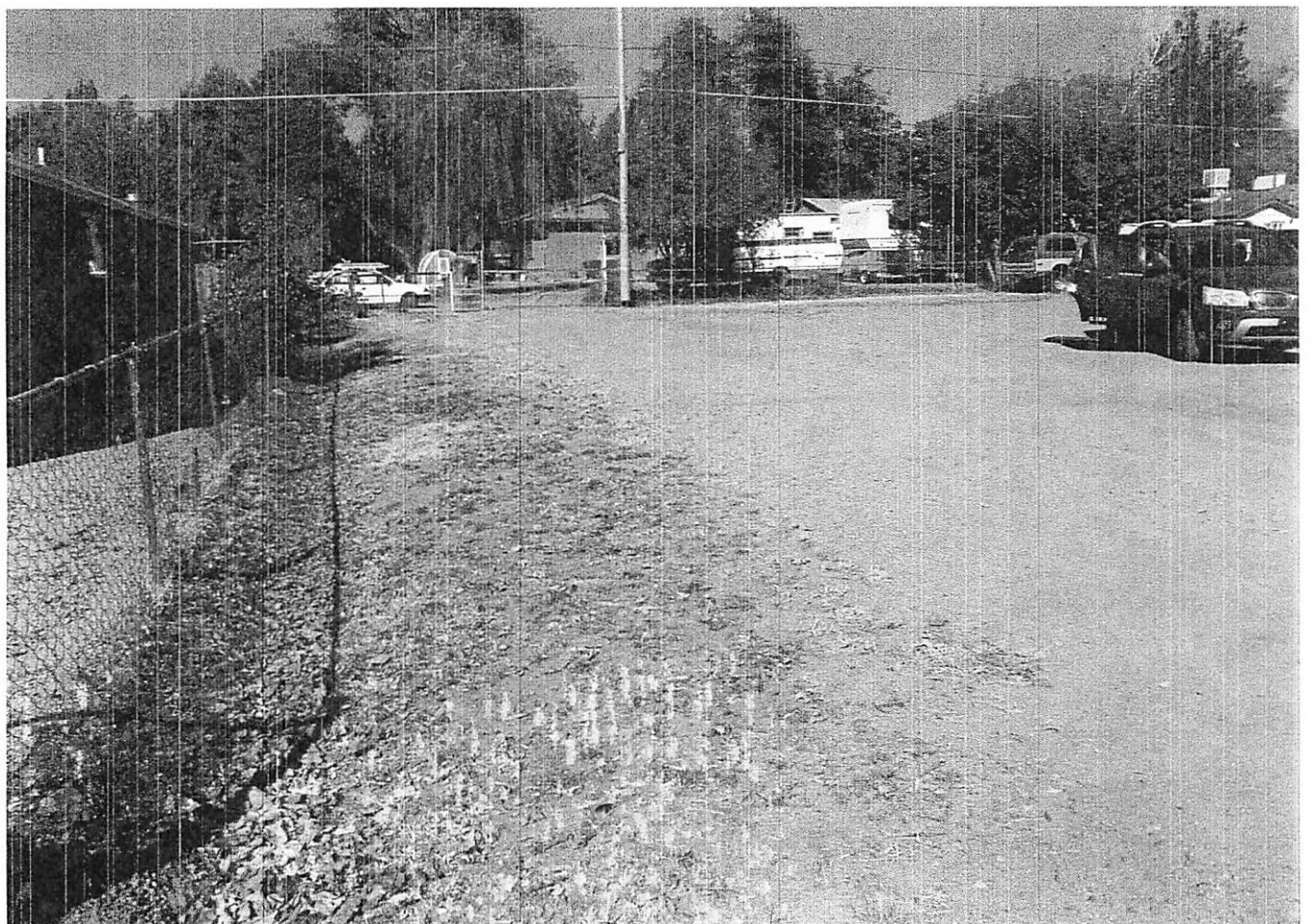
Debora Savage
Treasurer of Gila County, Arizona



SR87
Turnabout
Right on
Airline Blvd Dr

302-41-142A
Sampson, Ronald

This 302-41-144 is
Used as a drive
for 142A



Gila County Parcels



11/3/2022, 8:39:00 AM

Image

- Red: Band_1
- Green: Band_2
- Blue: Band_3

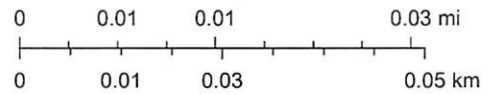
Parcels View

- County Boundary
- City Limits

Gila County Roads

- US Highway
- Arizona Highway
- Other Road

1:1,128



AZGEO, Esri Community Maps Contributors, Coconino County, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA, Sources: Esri, Airbus DS, USGS,

Gila County Assessor Online Maps

ARF-7674

Consent Agenda Item 4. A.

Regular BOS Meeting

Meeting Date: 11/15/2022

Submitted For: Steve Sanders, Director

Submitted By: Betty Hurst, Contracts Administrator

Department: Public Works

Fiscal Year: 2023

Budgeted?: Yes

Contract Dates 04-23-22 to 04-22-27 Grant?: No

Begin & End:

Matching No

Fund?: Renewal

Requirement?:

Information

Request/Subject

Approval of Amendment No. 1 to the Arizona Department of Correction (ADOC) Contract No. 22-064-26 - *Inmate Work*

Background Information

On February 8, 2022, the Board of Supervisors approved the Arizona Department of Corrections Inmate Work Contract (ADC 22-064-26 for Gila County.

Gila County has utilized the ADOC Inmate Work program since 2002 and the contract is ending in April 2027. The Public Works Departments use the inmates for various jobs such as clearing weeds, picking up trash, moving offices, and sometimes small maintenance projects, all with trained supervision. Facilities & Animal Control uses the inmates for various clean-up activities. This labor force saves taxpayers a lot of money for jobs that are difficult to fill. Gila County must also train inmates to use handheld equipment safely and purchase safety equipment for them to use. Since many of the same inmates are chosen for the same types of work, we keep the equipment for them to use again. We buy them gloves, hearing and eye protection, boot protectors, vests, and hard hats.

Evaluation

This particular Amendment doesn't have anything to do with the operations of the contract, only the billing. The billing was coming from the Florence unit but was changed to the Safford unit. In order to pay to the correct billing address, an amendment has to be signed by our Board of Supervisors to change the billing address.

Conclusion

The average expense per year for Gila County is expected to be less than \$20,000 for all of the combined County Departments.

Recommendation

The Public Works Department Director recommends that the Board approve Amendment No. 1 to the Arizona Department of Correction Contract No. 22-064-26 to route the warrant payments to the new Safford address.

Suggested Motion

Approval of Amendment No. 1 to Arizona Department of Corrections Contract No. ADC 22-064-26 - *Inmate Work* program for accounts payable to send payments to the Safford, AZ address.

Attachments

22-064-26 IWC Contract Amend. 1

Executed Inmate Contract



Contract Amendment

State of Arizona
Department of Corrections,
Rehabilitation, and Reentry
701 East Jefferson Street
Phoenix, AZ 85034

Inmate Work Contract No.: 22-064-26

ADCRR Tracking No.: 22-064-26

Contract Title: Road, Building, Automotive Maintenance, and Construction Projects

Contract Amendment No.: 1

Date: October 21, 2022

Contract Officer: Nora Valenzuela

Gila County Board of Supervisors
1400 E. Ash Street
Globe, AZ 85501
Attn: Tim R. Humphrey, Chairman
Via email: thumphrey@gilacountyaz.gov

This Contract is amended as follows:

Due to the closure of Arizona State Prison Complex-Florence, this contract is amended to change all references:

FROM: ASPC-Florence/Globe

TO: ASPC-Safford/Globe

Amend Section 1.16.1.1:

FROM: Arizona State Prison Complex – Florence
Attention: Business Manager
P.O. Box 629
Florence, Arizona 85132

TO: Arizona State Prison Complex – Safford
Attention: Inmate Trust Accounts
896 S. Cook Road
Safford, Arizona 85546

Amend Section 1.17:

FROM: Arizona State Prison Complex – Florence
Attention: Business Manager
P.O. Box 629
Florence, Arizona 85132

TO: Arizona State Prison Complex – Safford
Attention: Inmate Trust Accounts
896 S. Cook Road
Safford, Arizona 85546

ALL OTHER REQUIREMENTS, SPECIFICATIONS, TERMS AND CONDITIONS REMAIN UNCHANGED

ACKNOWLEDGEMENT AND AUTHORIZATION

This Contract Amendment is not binding against the State of Arizona unless signed by an authorized representative of the Contractor and then accepted in writing by an authorized representative of the State.

CONTRACTOR HEREBY ACKNOWLEDGES
RECEIPT, AGREES AND UNDERSTANDS THE
ABOVE AMENDMENT

THE ABOVE REFERENCED CONTRACT AMENDMENT IS
HEREBY EXECUTED THIS DATE BY THE STATE

Signature of Authorized Representative

Signature of Authorized Representative

Denel M. Pickering

Typed or Printed Name

Typed or Printed Name

Title:

Title: Chief Procurement Officer

Date:

Date:



DOUGLAS A. DUCEY
GOVERNOR

Arizona Department of Corrections Rehabilitation & Reentry

1601 WEST JEFFERSON
PHOENIX, ARIZONA 85007
(602) 542-5497
www.azcorrections.gov



DAVID SHINN
DIRECTOR

February 22, 2022

Gila County Board of Supervisors
1400 E. Ash Street
Globe, Arizona 85501
Attn: Tim R. Humphrey, Chairman of the Board of Supervisors

Re: Inmate Work Contract No. 22-064-26 Road, building, automotive maintenance, & construction projects - ASPC-Florence/Globe Unit

Dear Mr. Humphrey:

Enclosed as requested, we are returning a signed fully executed Inmate Work Contract with the County Seal, between the Arizona Department of Corrections, Rehabilitation & Reentry and the Gila County Board of Supervisors.

If you have any questions or concerns, please feel free to contact Nora Valenzuela, Procurement Specialist responsible for this contract at (602) 364-3779 or myself, at (602) 542-1172.

Sincerely,

Lori Noyes
Procurement Manager
Arizona Department of Corrections, Rehabilitation & Reentry

LN/nv

Enclosure

cc: ADCRR Tracking No. 22-064-26
Jamie Ramsey, Business Administrator, ASPC-Florence/Globe Unit

SCOPE OF SERVICES**ADCRR Contract No. 22-064-26**

STATE OF ARIZONA
DEPARTMENT OF CORRECTIONS, REHABILITATION & REENTRY
1645 West Jefferson Street, Mail Code 55302
Phoenix, Arizona 85007-3002

INMATE WORK CONTRACT

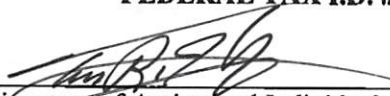
This Contract is entered into between **Gila County Board of Supervisors**, hereinafter referred to as the **Contractor**, and the **Arizona Department of Corrections, Rehabilitation & Reentry** for and on behalf of its **Arizona State Prison Complex – Florence/Globe Unit**, hereinafter known as the **Department or ADCRR**.

This document, including the Scope of Services, Special Terms and Conditions, Standard Work Provisions, any addendums, attachments or modifications, shall constitute the entire Contract between the parties and supersedes all other understandings, oral or written.

IN WITNESS WHEREOF, the parties hereto agree to carry out the terms of this Contract.

GILA COUNTY BOARD OF SUPERVISORS
FEDERAL TAX I.D. # 86-6000444

ARIZONA DEPARTMENT OF CORRECTIONS,
REHABILITATION & REENTRY


Signature of Authorized Individual2/8/22
Date
Signature of Authorized Individual2/10/22
Date

Tim R. Humphrey
Typed Name

Denel M. Pickering
Typed Name

Chairman of the Board of Supervisors
Typed Title

Chief Procurement Officer, Procurement Services
Typed Title

1400 E. Ash Street
Globe, AZ 85501
Address

1645 West Jefferson Street, Mail Code 328
Phoenix, Arizona 85007-3002
Address

Additional Signatures as Applicable

Signature of Authorized Individual

Date

Signature of Authorized Individual

Date

Typed Name

Typed Name

Typed Title

Typed Title

Prepared by: Nora Valenzuela, Procurement Specialist
Updated: 11.03.21

WITNESSETH

WHEREAS, the Department is duly authorized by A.R.S. § 41-1604, et seq.; § 31-252 and § 31-254, to execute and administer contracts and;

WHEREAS, the Contractor is authorized by A.R.S. § 11-201 to enter into agreements for services, and;

WHEREAS, the Department desires to implement the requirement that each able-bodied inmate under commitment to the Department shall engage in work activity during such term of imprisonment, and;

WHEREAS, the Director of the Department has the authority to maintain and administer facilities and programs as may be required for the custody, control and rehabilitation of all inmates committed to the Department, and;

WHEREAS, the Director of the Department may authorize inmate work crews to perform acceptable tasks in any part of the State, and;

WHEREAS, the Contractor has a need for a labor force to support its Public Works, Facilities Management, Automotive Shop and Roads Department for road and building normal maintenance, construction projects, and automotive maintenance, and;

WHEREAS, the Department is able to supply an inmate labor pool to support this work program for its Arizona State Prison Complex – Florence/Globe, as identified herein.

NOW, THEREFORE, the Department and the Contractor do hereby agree as follows:

1 THE CONTRACTOR AGREES:

- 1.1 To provide the tools, equipment, and supplies necessary to properly and safely perform assigned work, including, but not limited to, drinking water, sanitary facilities, and any special clothing items appropriate to the work performed, such as facial coverings, safety glasses, gloves, goggles, hats, protective outerwear or footwear, etc. Any personal protective equipment (PPE) shall be provided by Contractor at the beginning of each shift and prior to each use shall be inspected by a supervisor for completeness and functionality.
- 1.2 To appoint a work crew leader who may provide both technical and job supervision as necessary. Appointed supervisors shall abide by and put into operational practice the Standard Work Provision for Inmate Work Programs included as Attachment #1 of this contract.
 - 1.2.1 Technical supervision means the Contractor shall provide staff who know the types of work tasks to be accomplished and correct way to complete each task. Technical supervisors teach assigned inmates how to complete their job assignments, and ensure the proper deployment and use of any job-related PPE.
 - 1.2.2 Job supervision means that Contractor personnel shall remain with assigned inmates for the length of the work day to ensure inmates are supervised and accounted for, and report results to the Department liaison. If an inmate fails to remain at the work site, if an inmate becomes ill at the work site and needs to be returned to the prison and if an inmate poses security concerns, the liaison shall be contacted immediately.
- 1.3 To obtain the Department's written approval for the Contractor's technical supervisor prior to initiation of this contract.

- 1.3.1 Subsequent to Contract initiation, should the Contractor's technical supervisor(s) change, the Contractor shall notify the Department at least two (2) workdays prior to the impending change to permit completion of the Department's approval process.
- 1.3.2 If prior notice is not possible, the Department may withhold the inmate work crew from further service until the necessary approval process is completed for the new supervisor.
- 1.4 To provide, if applicable, pesticide protection and Hazardous Material Training (HAZMAT) for inmates prior to initiating the work activities described in this Contract.
 - 1.4.1 The Contractor shall comply with the Site Safety and Health Plan included as Attachment #2 of this contract.
 - 1.4.2 Inmates shall not be allowed to be present while hazardous materials, inclusive of pesticides, are being used or applied. Pursuant to the Arizona Office of Pest Management, no inmate shall be allowed to handle or to apply pesticides. However, all hazardous materials (inclusive of pesticides), if stored and/or used on this site, and while ADCRR staff and/or inmates are present, require they be trained to recognize such hazardous materials and relative adverse medical signs and symptoms associated with the chemical, in accordance with the federal chemical "Right-to-Know Act" (SARA Title III).
- 1.5 To provide a working environment which meets the requirements of the Occupational Safety and Health Act (OSHA), Safety and Health Standards for General and or Construction Industry, 29 CFR Part 1910 and 1926, as adopted by the State of Arizona.
- 1.6 To provide emergency first aid for minor injuries or to contact the nearest medical provider to assist if more extensive first aid services are needed.
- 1.7 The Contractor shall follow all Department Orders (DO's), and Director's Instructions (DI's), i.e. drug-free workplace, grooming code, etc. The policies, procedures, DO's, and DI's are available on the following web site www.corrections.az.gov.
- 1.8 To designate a staff member who shall serve as liaison between the Contractor and the Department. The Contractor shall ensure that the Department is given the name and phone number/extension of the contact person.
- 1.9 To notify the Department twenty-four (24) hours prior to necessity should workload require inmates to stay beyond their normal work hours. Said notice shall be provided by contacting the Department's institution contact person.
- 1.10 To assign work hours, work location(s), and job assignments subject to the concurrence of the Department. Work sites shall be confined to locations which are within the Contractor's authority to manage, maintain and finance.
- 1.11 To allocate sufficient time from job responsibilities to allow Contractor's staff assigned to this work program to attend mandatory training given by the Department prior to initiating the work activities described in this Contract. Subsequent to Contract execution, replacement staff assigned to this program must receive Department training prior to assuming work responsibilities.
- 1.12 To maintain the work site in the manner/condition in which it was approved by the Department as complying with the requirements imposed by the custody level of assigned inmates and assigned work responsibilities. If, during the term of this Contract, security/safety concerns become evident, or the Contractor wishes to change or alter the work site(s), the following procedures shall be

followed:

- 1.12.1 Security/safety concerns shall be rectified immediately by the Contractor in accordance with direction received from the Department.
- 1.12.2 The Contractor shall provide written notice to the Department if changes or alterations are planned for the work site(s) prior to any changes or alteration being accomplished.
- 1.12.3 Representatives from the Department and the Contractor shall conduct an inspection of the work site(s). If the proposed change or alteration shall negatively impact the security and/or safety of assigned inmate workers, corrective action shall be determined by the Department.
- 1.12.4 If in the opinion of the Department, said security/safety concern(s) poses an immediate threat to the inmate workers, the Department may withhold further assignments of the inmate work crew until the concern is rectified.
- 1.13 To pay for inmate labor at the rate of fifty cents (50¢) per hour, to include approved extra hours, if applicable as authorized by the Department.
- 1.14 If applicable; to pay for Correctional Officer (CO) supervision of inmate work crews under this Contract, including overtime approved by Contractor, if applicable, and all employee related expenses. Should additional crews be needed, Contractor will hire additional staff to supervise inmate work crews. The Contractor in agreement with the Department must authorize the expense of additional Departmental staff before the expense is incurred.
- 1.15 If applicable; in addition to payment for inmate labor and CO overtime, the Contractor shall pay the Department for transportation costs at the State prevailing rate per mile, as determined by the Arizona Department of Administration, General Accounting Office, for distance traveled by each Department transportation vehicle to and from the work site(s). Such payment shall be rendered by separate check or warrant at the same time and place as payment for inmate wages.
- 1.16 To comply with the following procedures in recording inmate work hours and rendering all payments due under this Contract:
 - 1.16.1 The bi-weekly **Inmate Payroll Summary** and the corresponding **Daily Time Sheet(s)**, shall be completed by Contractor and include the appropriate signature(s) of the inmate(s), and Contractor's inmate work crew Supervisor as provided for in Attachments #4, and #5.
 - 1.16.1.1 The original Attachments #4 and #5 shall be sent to the address below within three (3) work days following the end of the Contractor's scheduled pay period.
- 1.17 Payments as invoiced shall be paid within thirty (30) calendar days of the invoice date. The check or warrant shall be made payable to Arizona State Prison Complex – Florence and sent to the following address (electronic payment may be made if mutually agreed):

Arizona State Prison Complex – Florence
Attention: Business Manager
P.O. Box 629
Florence, Arizona 85132

On rare occasions, for technical reasons, the Inmate Payroll Summary may not be of biweekly duration. When these occur, the inmate pay period will be adjusted accordingly.

SCOPE OF SERVICES**ADCRR Contract No. 22-064-26**

Arizona State Prison Complex – Florence
Attention: Business Manager
P.O. Box 629
Florence, Arizona 85132

- 1.18 To maintain records and other evidence sufficient to reflect properly all payments related to this work program. Such records shall be made available for inspection and audit upon request by the Department.
- 1.19 Prior to pursuing any press or publicity regarding these services, the contractor shall work with ADC'S Communications Department. ADC retains final approval rights concerning any such efforts.
- 1.20 That inmates assigned to this work program shall not drive any licensed, over-the road vehicle as part of their job responsibilities. However, assigned inmates may be permitted to operate the Contractor's off-road mobile equipment, in accordance with the following guidelines.
 - 1.20.1 The Contractor shall provide written notice to the Department advising of the need to have inmates operate mobile equipment. The notice shall describe the type(s) of off-road mobile equipment to be operated in accordance with Attachment #3.
 - 1.20.2 No inmate shall operate any mobile equipment until the Contractor receives written authorization from the Department in accordance with Attachment #3.
 - 1.20.3 If the Contractor receives written authorization from the Department, the Contractor shall document training provided to inmates specific to each type of off-road mobile equipment to be operated.
 - 1.20.4 Acquire and maintain applicable insurance in compliance with State requirements.
 - 1.20.5 Designated off-road mobile equipment may be:
 - 1.20.5.1 Riding lawnmowers and golf carts or similar type equipment.

2 THE DEPARTMENT AGREES:

- 2.1 To provide a mutually agreed number of inmates, subject to availability of said work force, to support the Contractor, inmate's scope of work will support the Public Works, Facilities Management, Automotive Shop and Roads Department for road and building normal maintenance, construction projects, and automotive maintenance.
- 2.2 Inmates classified as sexual predators/offenders shall not be utilized for this public works Contract.
- 2.3 That work assignments shall be performed at the Contractor's business location(s) as shown on Attachment No. 6.
- 2.4 To provide transportation of inmate workers to and from selected work site(s) in Department owned vehicles. Inmate workers shall not be transported in privately owned vehicles at any time.
- 2.5 To provide sack lunches for inmates and furnish all clothing, except special protective clothing or footwear.

- 2.6 To provide security supervision of inmate workers in accordance with Department written instructions.
- 2.7 When mutually agreed to by the Department and the Contractor: to provide a Correctional Officer (CO) who shall remain on site to provide security supervision of the inmate workers each workday. The assigned CO shall follow Department notification procedures if:
 - 2.7.1 An inmate fails to remain at the work site.
 - 2.7.2 An inmate has an accident or becomes seriously ill at the work site.
- 2.8 To remove and replace as soon as possible any inmate who does not perform to the satisfaction of the Contractor.
- 2.9 To approve/disapprove the Contractor's technical supervisor(s) assigned to this work program in accordance with Department written instructions.
- 2.10 To present training to Contractor's staff who will be involved in supervising or interacting with inmate workers. This training shall be given prior to initiating the work activities described in this Contract. Subsequent to Contract execution, replacement staff assigned to this work program must receive Department training prior to assuming work responsibilities.
- 2.11 To keep the Contractor fully informed of Department written instructions and activities that have bearing upon the Contractor fulfilling assigned obligations under this Contract.
- 2.12 To designate an institutional contact person who shall function as a liaison between the Institution, Department and the Contractor in developing and coordinating work schedules, assignments, hours and transportation. The Department shall ensure the Contractor is given the name and telephone number/extension of the contact person.
- 2.13 To ensure that any inmate(s) who drives the Contractor's off-road mobile equipment as an assigned work duty is in compliance with Department written instructions governing the use of inmate drivers.
- 2.14 That prior to the initiation of this work program, the proposed work site shall be inspected relative to security and safety concerns to ensure the work environment satisfies all requirements imposed by custody level of assigned inmate workers and assigned work responsibilities. If, during the term of this Contract, security or safety concerns should become evident, or the Contractor wishes to change or alter the work site, the procedure described in Section 1.12 of this Contract shall be followed.
- 2.15 To invoice the Contractor for payments due no later than the fifth (5th) business day of each month. Invoices shall identify the following:
 - 2.15.1 Inmate name and ADCRR number
 - 2.15.2 Hours worked
 - 2.15.3 Rate of pay
 - 2.15.4 Mileage (if applicable)
 - 2.15.5 Vehicle repair expense (if applicable)
 - 2.15.6 Total amount invoiced
- 2.16 Invoices for CO supervision shall identify at a minimum the following:
 - 2.16.1 CO name(s)

SCOPE OF SERVICES

ADCRR Contract No. 22-064-26

- 2.16.2 CO hours worked including overtime hours, if applicable
- 2.16.3 Rate of pay
- 2.16.4 Total amount invoiced

- 2.17 That invoices shall be sent to the Contractor at the following address:

Gila County Board of Supervisors
Accounts Payable
1400 East Ash
Globe, AZ 85501

3 SPECIAL TERMS AND CONDITIONS

- 3.1 Term of Contract This Contract is expected to commence with the expiration of the current Contract, in effect through April 23, 2022 and shall continue for a period of five (5) years thereafter, unless terminated, canceled or extended as otherwise provided herein.
- 3.2 This Contract may be extended by written mutual agreement for up to an additional five (5) year period.
- 3.3 This Contract may be terminated, without cause, by either party by provision of prior written notice to the other. Such Notice of Termination shall be effective thirty (30) calendar days after mailing by certified mail, return receipt requested, to the other party.
- 3.4 Circumstances may arise during the term of this Contract which may prohibit the assignment of inmates for work assignments. Such circumstances could include acts of nature, institution riots, lockdowns, inmate work strikes, etc. The following guidelines shall govern, if such circumstances should occur:
- 3.4.1 The Department shall provide verbal notice within 24 hours to the Contractor if circumstances will impact work activities.
- 3.4.2 The Contractor shall not hold the Department liable for failure to perform, or in default of Contract terms due to circumstances described above.
- 3.5 Inmates working under this Contract are not employees of the Contractor and any compensation is provided solely pursuant to A.R.S. § 31-254.
- 3.6 Non-Availability of Funds In accordance with A.R.S. § 35-154, every payment obligation of either party under this Contract is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by either party at the end of the period for which funds are available. No liability shall accrue to either party in the event this provision is exercised, and either party shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
- 3.7 Cancellation for Conflict of Interest In accordance with A.R.S. § 38-511, either party, may within three years after execution cancel the Contract, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the either party, at any time while the Contract is in effect, becomes an employee or agent or any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the matter of the Contract.
- 3.8 The Department reserves the right to terminate the contract for default in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits. The Department shall provide written notice of the termination and the reasons for it to the Contractor.
- 3.9 Changes to the Contract shall be handled by formal amendment through Procurement Services.
- 3.10 Arbitration In accordance with A.R.S. § 12-1518, the parties agree to resolve all disputes arising out of or relating to this Contract through arbitration, after exhausting applicable administrative review except as may be required by other applicable statutes.

- 3.10.1 Records which relate to disputes, litigations or the settlement of claims arising out of the performance of this Contract, or to cost and expenses of this Contract as to which exception has been taken by either party, or their designees, shall be retained by the parties until such appeals, litigations, claims or exceptions have been finally resolved.
- 3.11 Applicable Law In accordance with A.R.S. § 41-2501, et seq. and AAC R2-7-101, et seq. Contract shall be governed and interpreted by the laws of the State of Arizona and the Arizona Procurement Code.
- 3.12 Non-Discrimination In accordance with A.R.S. § 41-1461, Contractor shall provide equal employment opportunities for all persons, regardless of race, color, creed, religion, sex, age, national origin, disability or political affiliation. Contractor shall comply with the Americans with Disabilities Act.
- 3.13 Each party to this contract shall be responsible for any and all costs, including but not limited to, attorney fees, court costs and other litigation expenses incurred as a result of the errors and omissions of its officers, employees, agents, or assigns arising out of the performance of this contract.
- 3.14 Audit of Records In accordance with A.R.S. § 35-214, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Contract for a period of five years after completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce the original of any or all such records.
- 3.15 Notices. Any and all notices, requests or demands given or made upon the parties hereto, pursuant to or in connection with this Contract, unless otherwise noted, shall be delivered in person or sent by United States Mail, postage prepaid, to the parties at their respective addresses as shown on the signature page of this document.
- 3.16 Third Party Antitrust Violations The Contractor assigns to the State any claims for charges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the Contractor.
- 3.17 Notice Warning Any person who takes into or out of or attempts to take into or out of correctional facility or the grounds belonging to or adjacent to a correctional facility, any item not specifically authorized by the correctional facility, shall be prosecuted under the provisions of the Arizona Revised Statutes. All persons, including employee and visitors, entering upon these confines are subject to routine searches of their persons, vehicles, property of packages.

Definition: A.R.S. § 13-2501:
 A.R.S. § 13-2505:
 ADC Department Order 708

3.18 Unlawful Sexual Conduct

- 3.18.1 A person commits unlawful sexual conduct by intentionally or knowingly engaging in any act of a sexual nature with an offender who is in the custody of the State Department of Corrections, Rehabilitation and Reentry (ADCRR), the Department of Juvenile Corrections, a private prison facility or a city or county jail or with an offender who is under the supervision of either Department or a city or county. For the purposes of this subsection, "person" means a person who:

SPECIAL TERMS AND CONDITIONS

ADCRR Contract No. 22-064-26

- Is employed by ADCRR or the Department of Juvenile Corrections.
- Is employed by a private prison facility or a city or county jail.
- Contracts to provide services with ADCRR, the Department of Juvenile Corrections, a private prison facility or a city or county jail.
- Is an official visitor, volunteer or agency representative of ADCRR, the Department of Juvenile Corrections, a private prison facility or a city or county jail.

3.18.2 This section does not apply to a person who is employed by ADCRR, a private prison facility or a city or county jail or who contracts to provide services with ADCRR, a private prison facility or a city or county jail or an offender who is on release status if the person was lawfully married to the prisoner or offender on release status before the prisoner or offender was sentenced to ADCRR or was incarcerated in a city or county jail.

3.18.3 Unlawful sexual conduct with an offender who is under fifteen years of age is a class 2 felony. Unlawful sexual conduct with an offender who is between fifteen and seventeen years of age is a class 3 felony. All other unlawful sexual conduct is a class 5 felony.

3.18.4 Unlawful sexual conduct; correctional facilities; classification; Definition
A.R.S. § 13-1419.

3.19 Federal Prison Rape Elimination Act 2003. The Contractor shall comply with the Federal Prison Rape Elimination Act of 2003. Reference 28 C.F.R., Part § 115.

3.20 Contraband means any dangerous drug, narcotic drug, intoxicating liquor of any kind, deadly weapon, dangerous instrument, explosive or any other article whose use of or possession would endanger the safety, security or preservation of order in a correctional facility or any person therein. (Any other article includes any substance which could cause abnormal behavior, i.e. marijuana, nonprescription medications, etc.

Promoting prison contraband A.R.S. § 13-2505:

A person, not otherwise authorized by law, commits promoting prison contraband:

- By knowingly taking contraband into a correctional facility or the grounds of such a facility; or
- By knowingly conveying contraband to any persons confined in a correctional facility; or
- By knowingly making, obtaining, or possessing contraband while being confined in a correctional facility.

Promoting Prison Contraband is a Class 5 felony.

Authority A.R.S. § 13-2501
 A.R.S. § 13-2505
 ADC Department Order 708

3.21 Offshore Performance of Work Prohibited. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or overhead services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all

tiers.

- 3.22 Electronic and Information Technology. Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this Contract shall comply with A.R.S. § 41-2531 and A.R.S. § 41-2532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.
- 3.23 E-Verify Requirement. 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 AAC Section A.R.S. § 23-214, Subsection A.
- 3.24 Indemnification: 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. The State of Arizona, Department of Corrections is self-insured per A.R.S. 41-621.

**STANDARD WORK PROVISION
INMATE WORK PROGRAMS**

**Attachment #1
ADCRR Contract No. 22-064-26**

INMATE WORK PROGRAM UTILIZING CONTRACTOR SUPERVISION

- A. No inmate shall be placed in a supervisory capacity over any other inmate.
- B. Department authorities shall be notified of unsatisfactory work or malingering of inmates and, if requested, the Contractor shall furnish a written account of such unsatisfactory performance.
- C. The Department shall receive immediate notification of an inmate's failure to remain at work in accordance with assigned job duties.
- D. The Department shall receive immediate notification of the discovery or suspicion of any intoxicant or unprescribed drug in the possession of any inmate worker.
- E. In the event of accident or serious illness while on the job, the Contractor may administer first aid as necessary and shall notify Department authorities without delay. If necessary, in the interest of life or limb, the inmate may be transported to the nearest hospital. Inmate workers shall not be transported in privately owned vehicles at any time.
- F. The Contractor shall provide training and special protective clothing if work environment necessitates use of specific safety precautions or if inmates must work with, near, or around hazardous materials, e.g., asbestos, explosives, radioactive substances. Provision of training shall be documented in writing for each inmate participant. Special protective clothing may include, but shall not be limited to, shoes, safety glasses, gloves, goggles, protective outerwear, hats, etc.
- G. The Contractor shall provide instruction to all inmate workers regarding necessary safety precautions at the job site. If inmate workers are required to operate special equipment as part of their job duties, appropriate training specific to its use shall be provided and documented.
- H. Contractor's supervisors shall have knowledge and training related to the particular work tasks described in the Contract to ensure that qualified technical supervision and assistance shall be provided to inmate workers as applicable to job requirements.
- I. All equipment, machinery and tools needed to accomplish designated work assignments shall be maintained in good repair and working condition by the Contractor.
- J. The Contractor shall comply with the required standards of the Occupational Safety and Health Act (OSHA) during the term of this Contract relative to safety of the work environment and equipment used by assigned inmate workers.
- K. The confidentiality of information regarding any inmate worker acquired in the course of service pursuant to this Contract shall be maintained in accordance with A.R.S. § 31-221, and no information shall be released without prior written authorization from a representative of the Department.
- L. The Contractor's personnel shall be instructed that it is unlawful for anyone to give, take or in any manner barter with inmates, i.e., the supplying of any goods, including food and soft drinks or monies, constitutes a felony for which they can be prosecuted. Inmates are not permitted to work where there are alcoholic beverages or illegal drugs.
- M. The Contractor's personnel shall not handle any mail, notes, packages, or verbal messages for assigned inmates. No inmate shall be permitted to make or receive telephone calls unless the call is made to or received from the prison facility in which the inmate is incarcerated.

**STANDARD WORK PROVISION
INMATE WORK PROGRAMS**

**Attachment #1
ADCRR Contract No. 22-064-26**

- N. An authorized representative of the Department shall be permitted to visit or telephone assigned inmates at the prescribed place of work, or to otherwise communicate with the Contractor to discuss each inmate's work performance, work attendance and general behavior.
- O. **The visiting of an inmate by any unauthorized person shall not be permitted.** If any person is found visiting with an inmate, his or her name and description shall be given to Department authorities. If it is not possible or feasible to obtain names, other identification such as automobile make, description and license number shall be obtained when possible.
- P. Any allegations of non-compliance with Department written instructions, or other Contractor misconduct, shall be subject to investigation by the Department.

**STANDARD WORK PROVISION
SITE SAFETY AND
HEALTH PLAN**

**Attachment #2
ADCRR Contract No. 22-064-26**

Developed by: State of Arizona, Department of Administration
Risk Management Section

Provided by: Fire and Life Safety Administrator
Facilities Management Division

1 PROGRAM OBJECTIVES

- 1.1 This Safety and Loss Prevention Program is established to exercise all available means of eliminating or controlling hazards and risks associated with renovation and construction projects.
 - 1.1.1 Minimize Personal injuries;
 - 1.1.2 Maximize Property Conservations;
 - 1.1.3 Achieve Greater Efficiency; and
 - 1.1.4 Reduce Direct and Indirect Costs
- 1.2 The effectiveness of Safety and Loss Prevention Program will depend on the active participation and full cooperation of all involved with the project to include management, supervisors, inmates, and employees, and their efforts in carrying out the following basic responsibilities.
 - 1.2.1 Plan all work to minimize personal injury, property damage and loss of productive time.
 - 1.2.2 Properly select inmates/employees based upon their skill level for the necessary job tasks.
 - 1.2.3 Provide for the protection of adjacent property and safety of the public.
 - 1.2.4 Coordinate activities with others at the work location.
 - 1.2.5 Establish and conduct an educational program to stimulate and maintain interest and participation of all inmates and employees through:
 - 1.2.5.1 Safety Meetings;
 - 1.2.5.2 Prompt investigation of all accidents and serious potential incidents to determine cause or causes and take necessary corrective action to eliminate a recurrence of a loss or incident;
 - 1.2.5.3 Use of proper work methods, personal protective equipment, and mechanical guards;
 - 1.2.5.4 Employee/inmate safety instructions to all assigned work; and
 - 1.2.5.5 Safety training programs.

2 RESPONSIBILITIES

- 2.1 It is the purpose of the program to organize and direct activities, which will:
 - 2.1.1 Avoid injuries.
 - 2.1.2 Reduce construction interruption due to an accident.
 - 2.1.3 Assure a safe and healthy place to work.
- 2.2 The Project Manager is required to establish and administer a site-specific safety program and will:

**STANDARD WORK PROVISION
SITE SAFETY AND
HEALTH PLAN**

**Attachment #2
ADCRR Contract No. 22-064-26**

- 2.2.1 Make periodic loss prevention surveys.
- 2.2.2 Submit written recommendations.
- 2.2.3 Periodically attend safety meetings.
- 2.2.4 Assure safety orientation meetings for employees/inmates are conducted and documented.
- 2.2.5 Provide warning signs, safety literature, reporting forms, and other educational and training materials as deemed appropriate.
- 2.2.6 Maintain a written comprehensive Safety and Loss Prevention manual.
- 2.2.7 Give due consideration to all safety factors during pre-planning.
- 2.2.8 Employ only those individuals physically and mentally capable of performing in a safe manner.
- 2.2.9 Comply with the Occupational Safety and Health Act and all other applicable Federal, State and Local regulations.
- 2.2.10 Provide and enforce the use of all necessary testing equipment for employee/inmate health and safety. Provide and enforce the use of personal protective equipment and use only where Engineering controls are not feasible.
- 2.2.11 Provide properly guarded and maintained tools, machinery and equipment.
- 2.2.12 Maintain necessary accident records and promptly file the reports required by the State or Federal authorities and the insurer.
- 2.2.13 Promptly investigate any incident that causes injury or damage to property.
- 2.2.14 Plan and schedule work operations so as to control personal injury and property damage hazards.
- 2.2.15 Maintain good housekeeping conditions and fire protection equipment.
- 2.2.16 Maintain an effective equipment inspection and maintenance program.
- 2.2.17 Provide proper and specific work task training for employees/inmates regarding the hazards of their jobs and how to work safely.
- 2.2.18 Correct unsafe work habits of employees/inmates as soon as they are observed.
- 2.2.19 Eliminate unsafe conditions under their control and promptly report those they cannot eliminate to the proper authority.
- 2.2.20 Conduct weekly toolbox meetings with all employees/inmates and maintain written records of these meetings. The written record shall include the date, topic discussed, comments, and attendees.

**STANDARD WORK PROVISION
SITE SAFETY AND
HEALTH PLAN**

**Attachment #2
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- 2.2.21 Ensure each employee/inmate understands that violations of the project safety program will not be tolerated and that proper disciplinary action will be administered, including removal from the Project for violation of safety policy.

3 GENERAL SAFETY REQUIREMENTS

3.1 Laws and Regulations:

- 3.1.1 Responsible project management representatives shall comply with and enforce all local, state and federal laws, rules, statutes and regulations of governing or regulatory bodies within the geographical scope of its operations. They will also cooperate with all regulatory agencies regarding job site safety and health, and allow full access to the project for visitation.

3.2 Audit Procedures:

- 3.2.1 All documentation regarding safety training, hazard communication, electrical safety programs, equipment safety programs, equipment inspection and maintenance records, and fire protection inspection shall be kept on the job site.

3.3 Drug and Alcohol Policy:

- 3.3.1 The possession or use of any non-prescribed drug or any alcohol beverage on the job site is strictly prohibited.

4 SPECIFIC REQUIREMENTS

4.1 Emergency Procedures Guideline:

- 4.1.1 The Project Manager will set up emergency procedures for the following categories:

- 4.1.1.1 Fire
- 4.1.1.2 Injuries
- 4.1.1.3 Injury to the general public
- 4.1.1.4 Property damage, particularly to utilities; i.e., gas, water, sewage, electrical, telephone, or pedestrian and vehicle routes.
- 4.1.1.5 Public demonstrations
- 4.1.1.6 Bomb threats
- 4.1.1.7 Other exposures at the construction site

- 4.1.2 In order that necessary emergency services are supplied promptly, the Project Manager shall:

- 4.1.2.1 Post in a conspicuous place, a list of emergency phone numbers, along with the type of information to be transmitted for each emergency situation.
- 4.1.2.2 Delegate responsibility for making emergency calls.

- 4.1.3 It is the responsibility of the Project Manager to ensure immediate (5 min or less) reliable emergency medical response is available or to provide full time dedicated, trained emergency medical staff and facilities to be available to all employees/inmates If employees/inmates are working with materials that could adversely affect their respiration, or are subject to electrical shock that could cause loss of the breathing function, and medical response is longer than 3 to 4

**STANDARD WORK PROVISION
SITE SAFETY AND
HEALTH PLAN**

**Attachment #2
ADCRR Contract No. 22-064-26**

minutes, the Project Manager must adhere to the OSHA rules and regulations, 29 CFR 1926.50, regarding medical response for a construction site.

- 4.1.4 The Project Manager's emergency procedures should be reviewed regularly and, where necessary, adjusted to provide maximum effectiveness.

4.2 Protection of the Public:

- 4.2.1 The Project Manager shall take all necessary precautions to prevent injury to the public or damage to property of others. The term "public" shall include all persons not engaged in the project or others working under his/her direction. Precautions to be taken shall include, but not limited to, the following:

4.2.1.1 Work shall not be performed in any area occupied by the public unless specified permitted by the contract or in writing by the Project Manager.

4.2.1.2 When it is necessary to maintain public use of work areas involving sidewalks, entrances to buildings, lobbies, corridors, aisles, stairways and vehicular roadways, the Project Manager shall protect the public with appropriate guardrails, barricades, temporary partition shields, and adequate visibility. Such protection shall guard against harmful radioactive rays or particles, flying materials, falling or moving materials and equipment, hot or poisonous materials, explosives and explosive atmospheres, flammable or toxic liquids and gasses, open flames, energized circuits or other harmful exposures.

4.2.1.3 Sidewalks, entrances to buildings, lobbies, corridors, aisles, doors or exits shall be kept clear of obstructions to permit safe ingress and egress of the public at all times.

4.2.1.4 Appropriate warnings, signs, and instructional safety signs shall be conspicuously posted where necessary. In addition, a signal shall control the movement of motorized equipment in areas where the public might be endangered.

4.2.1.5 Sidewalk sheds, canopies, catch platforms and appropriate fences shall be provided when it is necessary to maintain public pedestrian traffic adjacent to the erection, demolition or structural, alteration of outside walls on any structure. The protection required shall be in accordance with the laws and regulations of the regulatory bodies.

4.2.1.6 A temporary fence shall be provided around the perimeter of above ground operations adjacent to public areas except where a sidewalk shed or fence is, if provided by the contract or as required by Subparagraph 5 above. Perimeter fences shall be at least six feet high and/or in compliance with the laws and regulations of the regulatory bodies involved.

4.2.1.7 Guardrails shall be provided on both sides of vehicular and pedestrian bridges, ramps, runways and platforms. Pedestrian walkways elevated above adjoining surfaces, or walkways within six feet of the top of excavated slopes or vertical banks shall be protected with guardrails, except where sidewalk sheds or fences are provided as required by Subparagraph 5 above. Guardrails shall be made of

**STANDARD WORK PROVISION
SITE SAFETY AND
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rigid materials capable of withstanding a force of at least 200 pounds applied in any direction at any point in their structure. Their height shall be approximately 42-inches. Top rails and post may be 2-inches by 4-inches dressed wood or equal. Intermediate horizontal rails at mid-height and toe boards at platform level may be 1-inch by 6-inch wood or equal. Posts shall not be over eight feet apart.

- 4.2.1.8 Barricades meeting the requirements of the political subdivision involved shall provided where sidewalk sheds, fences or guardrails as referenced above, are not required between work areas and pedestrian walkways, roadways or occupied buildings. Barricades shall be secured against accidental displacement and shall be maintained to perform the work. During the period a barricade is removed temporarily for the purposes of work, a watchman shall be placed at all openings.
- 4.2.1.9 Temporary sidewalks shall be provided when a permanent sidewalk is obstructed by the Trade Subcontractor's or any tier operations. They shall be in accordance with the requirements of the political subdivision involved. Guardrails shall be provided on both sides of temporary sidewalks.
- 4.2.1.10 Warning signs and lights including lanterns, torches, flares and electric lights, meeting requirements of the political subdivision involved, shall be maintained from dusk to sunrise along guardrails, barricades, temporary sidewalks and at every obstruction to the public. These shall be placed at both ends of such protection or obstructions and not over 20 feet apart alongside of such protection or obstructions.

4.3 Housekeeping

4.3.1 During the course of construction/renovation, housekeeping practices will be followed to keep the work areas, passageways, and stairs in and around the buildings or other structures, free from debris of all types.

4.3.1.1 This shall include scrap lumber and form lumber with protruding nails.

4.3.1.2 Combustible scrap and debris shall be removed at regular intervals. Containers shall be provided for the collection of scrap, trash and other debris.

4.4 Personal Protective Equipment:

4.4.1 The Project Manager shall be responsible for requiring the wearing of appropriate personal protective equipment in all operation where there is an exposure to hazardous conditions or where there is an indication of the need for using such equipment to reduce the hazard to employees/inmates. Such equipment will be used where engineering out the hazard is not feasible.

4.5 Flammable and Combustible Liquids:

4.5.1 Flammable and combustible liquids shall be stored and dispensed in compliance with regulations and rules established by the governing regulatory bodies.

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SITE SAFETY AND
HEALTH PLAN**

**Attachment #2
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- 4.5.2 Any leakage or spillage of flammable or combustible liquids shall be cleaned up immediately and disposed of promptly and safely.
- 4.5.3 Transfer of flammable liquids from one container to another shall require electrically bonding the containers.
- 4.5.4 Small quantities of flammable liquids that may be used at various points on the Job Site shall be handled in approved safety cans.
- 4.5.5 No smoking, matches, or open flames will be permitted within 50 feet of the area where flammable liquids are used or transferred, unless conditions warrant greater clearance.
- 4.5.6 Fuel trucks will properly marked, contents clearly identified, posted and with proper fire protection.
- 4.5.7 Fuel tanks over 500 gallons will be diked, grounded, and protected from contact by vehicles on all sides. Proper identification of tanks and access for measurement will be maintained.
- 4.6 Tools – Hand and Power:
 - 4.6.1 All hand and power tools and equipment shall be maintained in a safe condition. The Project Manager shall be responsible for the condition of all tools or equipment used by employees/inmates.
 - 4.6.2 Power operated tools that are designed to accommodate guards shall be equipped with such guards while in use.
 - 4.6.3 Belts, gears, shafts, pulleys, sprockets, spindles, drums, flywheels, chains, or other reciprocating, rotating or moving parts of such equipment or tools shall be guarded if such parts are exposed to contact.
 - 4.6.4 Wrenches shall not be used when the jaws are sprung or worn to the point that slippage occurs.
 - 4.6.5 Impact tool such as wedges and chisels shall be kept free of mushroomed heads.
 - 4.6.6 Wooden handles of tool shall be kept free of splinters and cracks and shall be kept tight in the tool.
 - 4.6.7 All hand-held powered drills, fastener drivers, grinders with wheels greater than 2-inches in diameter, disc sanders, belt sanders, reciprocating saws, saber saws and similar operating power tools shall be equipped with a momentary contact off-on control and may have a lock-on control provided that turn off can be accomplished with a single motion of the same finger or fingers that turn it on.
 - 4.6.8 All other hand-held powered tools such as circular saws, chain saws, and percussion tools with positive accessory holding means, shall be equipped with a constant pressure switch that will shut off power when the pressure is released.
 - 4.6.9 The use of electrical cords for hoisting or lowering tools shall not be permitted.

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- 4.6.10 Pneumatic power tools shall be secured to the hose or whip by some positive means to prevent the tool from becoming accidentally disconnected. Each section of supply hose to pneumatic tool shall also be secured by some positive means to prevent accidental disconnection.
- 4.6.11 Safety clips or retainers shall be securely installed and maintained on pneumatic impact tools to prevent attachments from being accidentally expelled.
- 4.6.12 Pneumatic hoses shall not be used as a means of hoisting or lowering tools.
- 4.6.13 Only employees/inmates who have been trained in the operation of the particular tool in use shall be allowed to operate a power-actuated tool.
- 4.6.14 Power-actuated tools shall be tested each day before loading to see that safety devices are in proper working condition. The testing shall be done in accordance with the manufacturer's recommended pressure.
- 4.7 **Earth Moving Equipment:**
 - 4.7.1 Operators will receive instructions on proper mounting and dismounting of equipment.
 - 4.7.2 Operators shall wear seat belts while vehicle is in motion.
 - 4.7.3 Equipment shall be in safe operating condition and inspected daily for proper braking and hydraulic systems and tires.
 - 4.7.4 Dozer, loader, scraper, backhoe buckets, glades and pans will be grounded before the operator dismounts.
 - 4.7.5 Prior to mounting any equipment, the operator will visually inspect the area not visible from the operator's station.
 - 4.7.6 Equipment will have audible warning devices in good working order.

**STANDARD WORK PROVISION
INMATE WORK PROGRAMS**

**Attachment #3
ADCRR Contract No. 22-064-26**

**LETTER OF INSTRUCTION
REQUEST FOR AUTHORIZATION**

UTILIZING INMATE WORKERS FOR OPERATION OF OFF-ROAD MOBILE EQUIPMENT

Inmate Work Contracts between the Department and the Contractor provide authorization for assigned inmate workers to operate off-road mobile equipment under certain conditions. This Letter of Instruction provides the procedure for obtaining approval to utilize inmate workers on Contractor's off-road mobile equipment.

- 1 The Contractor shall provide written notice advising of the need to utilize inmate workers to operate specific off-road mobile equipment. The request shall include the following information:
 - 1.1 A complete list describing the type(s) of off-road mobile equipment to be operated;
 - 1.2 Identification of specific training inmates will receive for each type of off-road mobile equipment; and
 - 1.3 A list of inmates, to include the inmate's Department identification number, for whom approval is being requested. The list shall reflect the type(s) of mobile equipment to be operated, specific to each inmate worker.
- 2 The Department shall acknowledge the Contractor's request and, after coordinating with institution officials, notify the Contractor in writing of those inmates approved to be trained to operate off-road mobile equipment. The Contractor shall not proceed with training until written notice of authorization is received from the Department.
- 3 Once approval to proceed with training is received, the Contractor shall provide safety and operational training to approved inmates for each type of specified off-road mobile equipment. The manufacturer's supplied training materials and/or materials developed in accordance with Occupational Safety and Health Act (OSHA) guidelines, for each specific type of mobile equipment, should meet the training requirements for each inmate operator. Copies of training materials shall be provided to the Department for record keeping purposes.
- 4 Once training is complete, the Contractor shall furnish documentary evidence of satisfactory completion of training for each inmate. The documentation shall include the inmate's certification by signature that he/she understands the operation and safety issues of each type of mobile equipment he/she has been trained to operate.
- 5 Following review of training documents provided by the Contractor, and/or designee, the Department shall furnish the Contractor with notification of approval for individual inmates. Contractor shall maintain records of training and authorization for all inmate workers as long as they are engaged in this inmate work program.
- 6 The Contractor shall acquire and maintain applicable insurance in compliance with State requirements.

**CONTRACTOR
INMATE WORK PROGRAMS**

**Attachment #4
ADCRR Contract No. 22-064-26**

ARIZONA STATE PRISON COMPLEX – FLORENCE / GLOBE

Page ____ of ____

DAILY TIME SHEET

DATE: _____

GILA COUNTY BOARD OF SUPERVISORS

/LOCATION: _____

Inmate Name & ADCRR #	Time Arrived	Time Departed	Total Hours	Lunch Break/ Other Adjustments	Adjusted Total Hours	Signature

APPROVAL SIGNATURES:

Gila County Board of Supervisors

Date

Correctional Officer

Date

Electronic facsimile of this form is permitted.

Copy to Institution Providing Labor
Arizona State Prison Complex – Florence /
Globe
Attention: Business Manager
P.O. Box 629
Florence, Arizona 85132

**CONTRACTOR
INMATE WORK PROGRAMS**

**Attachment #5
ADCRR Contract No. 22-064-26**

**ARIZONA STATE PRISON COMPLEX – FLORENCE / GLOBE
INMATE PAYROLL SUMMARY**

Page ____ of ____

PAY PERIOD: ____ / ____ / ____ TO ____ / ____ / ____

GILA COUNTY BOARD OF SUPERVISORS
/LOCATION: _____

ADCRR #	Name	Hourly Wage Rate	Regular Hours Worked	Overtime Hours Worked	Total Hours Worked	Total Wages	Remarks

Completed By: _____
Gila County Board of Supervisors

Electronic facsimile of this form is permitted.

Copy to Institution Providing Labor
Arizona State Prison Complex – Florence /
Globe
Attention: Business Manager
P.O. Box 629
Florence, Arizona 85132

**CONTRACTOR
AUTHORIZED WORK LOCATION**

**Attachment #6
ADC Contract No. 22-064-26**

Monday through Friday (Approximate Hours) 6:00 am to 3:00 pm; OR Monday through Thursday (Approximate Hours) 7:00 am to 4:00 pm			
Work Hours	Location	Preferred Number of Inmates	Supervision
8	County buildings and roads in Globe/Miami area: Fairgrounds, Russell Gulch Landfill, Roads and Shop Bldg., 1001 W. Besich Blvd	16	Contractor

ARF-7640

Consent Agenda Item 4. B.

Regular BOS Meeting

Meeting Date: 11/15/2022

Submitted For: Josh Beck, Director

Submitted By: John Castaneda, Animal Regulations Enforcement Mgr.

Department: Health & Emergency Management Division: Health Services

Fiscal Year: 2022 Budgeted?: No

Contract Dates 12-1-2022 to 12-1-2023 Grant?: Yes

Begin & End:

Matching No Fund?: New

Requirement?:

Information

Request/Subject

Accept a grant award from the Arizona Companion Animal Spay/Neuter Committee in the amount of \$5,000 to be used for the County's low-cost spay/neuter program.

Background Information

On August 15, 2022, the Board of Supervisors authorized the submittal of a grant application in the amount of \$10,000 to the Arizona Companion Animal Spay/Neuter Committee which, if approved, will be used to continue our low-cost spay/neuter program.

On September 28th, 2022, Gila County received an award letter from the Arizona Companion Animal Spay/Neuter Committee stating we were awarded grant funds in the amount of \$5,000.

Evaluation

Gila County Animal Care & Control currently has a low-cost spay/neuter program and this funding will allow the County to expand the program and continue to offer discounted spay/neuter services to more residents.

Conclusion

This grant award will benefit the residents of Gila County by providing \$5,000 in funding for spaying/neutering dogs and cats. The funds must be expended by August 15, 2023.

Recommendation

The Health & Emergency Management Department Director recommends that the Board of Supervisors accepts the grant award from the Arizona Companion Animal Spay/Neuter Committee.

Suggested Motion

Accepting the grant award from the Arizona Companion Animal Spay/Neuter Committee in the amount of \$5,000 that will be used to expand Gila County's discounted spay/neuter services for a period of one year.

Attachments

Award letter

ARIZONA COMPANION ANIMAL SPAY/NEUTER
COMMITTEE PO BOX 6772
PHOENIX, AZ 85005

September 28th, 2023

Tina Cummings
Gila County Animal Care and Control
1400 E. Ash St.
Globe, AZ 85501

Dear Humane Agency:

The Arizona Companion Animal Spay/Neuter Committee has reviewed all grant applications. Sixty-Eight (68) programs will benefit from the \$409,500 disbursed for the 2022-2023 Grant Period. You have been selected to receive grant funds restricted to increasing spay and neuter efforts in your community in the amount of **\$5,000.00 for your Public Spay/Neuter program.** **These funds must be used for spay/neuter surgeries only.**

These grant funds were made available from the support and sales of the Arizona Companion Animal Spay and Neuter Pet Friendly License Plates and from voluntary contributions by Arizona residents through personal income tax returns. As such, we ask you to promote the Spay and Neuter License Plates and AZ Personal Income Tax Return Donation option through newsletters, websites, and media events. We encourage you and your staff to purchase the plates for your vehicles, too.

Grant Terms: Funds may be utilized from the date of this approval notice thru August 15, 2023

Report Due Dates: Reporting worksheet is enclosed and can be found on AZPetPlates.org. Reports may be provided by mail or email: azpetplates@gmail.com

1. INITIAL Report – The first report of grant expenditures must be postmarked or emailed no later than **May 30, 2023** or within thirty (30) days of full expenditure, whichever comes first.
2. FINAL Report – All funds must be expended by **August 15, 2023** at which time the final report is due. Please include copies of your license plate and tax return donation option promotional materials and any copies/examples of vouchers or coupons used for this program. Future grant opportunities do depend on the timeliness and thoroughness of your report. Promotional materials and examples are only required with your final report.

If you received a 2021-22 grant - your Final Report due date will remain the same – December 31, 2022.

Payment: In an effort to expedite grant payment, please complete the attached ACH form and email it back to us at azpetplates@gmail.com. Additionally, you may be required to fill out a W-9 form if you have not already done so. If the W-9 is included in this email, please complete and return it as well.

AZPETPLATES.ORG web site: The Arizona Companion Animal Spay/Neuter Committee will list your contact person's information as agreed at the time of application. If the Contact information provided on the application has changed, please contact us immediately with the new information. Your organization/agency name, website address, street address, contact person name, telephone number, and email address may also be posted on the website. Please send updates to azpetplates@gmail.com.

Congratulations on your award!

Annette Lagunas, Chairman
Arizona Companion Animal Spay/Neuter Committee

ARF-7659

Consent Agenda Item 4. C.

Regular BOS Meeting

Meeting Date: 11/15/2022

Submitted For: Jonathan Bearup, Court Administrator

Submitted By: Jonathan Bearup, Court Administrator

Department: Superior Court Division: Superior Court Administration

Information

Request/Subject

Appointment of the Justices of the Peace Pro Tempore and Civil Traffic Hearing Officers for the Globe Regional Justice Court and the Payson Regional Justice Court for 2023.

Background Information

The Presiding Judge of the Superior Court in Gila County has requested the appointments of the following individuals to serve in the capacity of Justice of the Peace Pro Tempore:

Payson Regional Justice Court - Sherwood Johnston; Tait Elkie; Sam Goodman; Dan McKeen; and Andrea Hamm.

Globe Regional Justice Court – Mary Navarro; Rebecca Baeza; Paul Larkin; Charles Adornetto; Sherwood Johnston; Javier Sobampo; David Wolak; Paul Julien; Cody Willimas; and Enrique Ochoa-Medina.

The Justices of the Peace Pro Tempore for the Payson Justice Court and the Globe Regional Justice Court will serve for twelve (12) months, from January 1, 2023, to December 31, 2023, unless terminated earlier by order of the Presiding Judge, pursuant to A.R.S. §22-121 for the purpose of enhancing the courts' ability to process cases.

The Presiding Judge is also requesting the appointment of the following individuals to serve in the capacity of Civil Traffic Hearing Officers for the Globe Regional Justice Court pursuant to A.R.S. §28-1553: Destiny Rocha; Griselda Ruiz; and Lacey Root.

The Civil Traffic Hearing Officers will serve for twelve (12) months, from January 1, 2023, to December 31, 2023, or unless terminated earlier by order of the Presiding Judge.

Evaluation

Due to exigent circumstances requiring qualified judicial officers when conflicts arise, or in the event a Justice of the Peace is absent or unavailable, pursuant to A.R.S. §22-121, the above appointments are requested for Justices of the Peace Pro Tempore for the Payson Justice Court and the Globe Regional Justice Courts. All Justices of the Peace Pro Tempore may serve from time to time as requested and subject to the availability of funds of the respective Justice Courts. All terms shall expire on December 31, 2023, unless terminated earlier by order of the Presiding Judge. Pursuant to A.R.S. §28-1553, the Presiding Judge is also requesting the appointment of Civil Traffic Hearing Officers in the Globe Regional Justice Court.

Conclusion

Presiding Judge Timothy M. Wright has requested the appointment of individuals to serve as Justices of the Peace Pro Tempore or Civil Traffic Hearing Officers to enhance the Gila County Justice Courts' ability to process cases.

Recommendation

Presiding Judge Timothy M. Wright recommends that the Gila County Board of Supervisors approves the appointments of the named individuals with all terms concluding on December 31, 2023, or unless terminated earlier by order of said Presiding Judge.

Suggested Motion

Approval of the appointments of Justices of the Peace Pro Tempore and Civil Traffic Hearing Officers with all terms expiring on December 31, 2023, or unless terminated earlier by order of the Presiding Judge.

Attachments

Memo to Board of Supervisors

Admin Order re Globe Justice Pro Tems

Admin Order re Payson Justice Pro Tems

BoS Approval



BRYAN CHAMBERS
Judge, Division I
Extension 8686

JON BEARUP
Court Administrator
Extension 8672

Superior Court of Gila County

TIMOTHY WRIGHT
Presiding Judge, Division II
Extension 8690

Gila County Courthouse
1400 East Ash
Globe, Arizona 85501
(928) 425-3231

MEMORANDUM

DATE: October 17, 2022

TO: Gila County Board of Supervisors

FROM: Timothy Wright, Presiding Judge

RE: Appointments of Justices of the Peace Pro Tempore for Gila County

The Globe Regional Justice Court has requested appointment of the following individuals as Justices of the Peace Pro Tempore for the Globe Regional Justice Court: Ms. Rebecca Baeza; Ms. Mary Navarro; Mr. Paul Larkin; Mr. Charles Adornetto; Mr. Sherwood Johnston; Mr. Javier Sobampo; Mr. David Wolak; Mr. Paul Julien; Mr. Cody Williams; and Mr. Enrique Ochoa-Medina.

Further, the Globe Regional Justice Court has requested appointment of the following individuals as Civil Traffic Hearing Officers: Ms. Griselda Ruiz; Ms. Lacey Root; and Ms. Destiny Rocha.

The Payson Justice Court has requested appointment of the following individuals as Justices of the Peace Pro Tempore for the Payson Regional Justice Court: Mr. Sherwood Johnston; Mr. Tait Elkie; Mr. Sam Goodman; Mr. Dan McKeen; and Ms. Andrea Hamm.

I am requesting your approval of these appointments pursuant to A.R.S. §22-121. *(A copy of the Administrative Order(s) is enclosed.)*

The Justice Courts of Gila County have recommended that the proposed individuals receive these appointments, which is for a period of twelve (12) months, from January 1, 2023, through December 31, 2023. Compensation for a Justice of the Peace Pro Tempore is subject to availability of funds in the respective justice court budgets. Funds are included in the current fiscal year budget.

I have enclosed a proposed form approving the appointments for the Board's review. Thank you for your consideration of this request.

SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF GILA

FILED
2022-OCT 20 AM 11:16

ANITA ESCOBEDO, CLERK

BY UB DEPUTY

IN THE MATTER OF THE)
APPOINTMENT OF JUSTICE OF)
THE PEACE JUDGES PRO)
TEMPORE AND HEARING)
OFFICERS IN THE GLOBE)
REGIONAL JUSTICE COURT.)

ADMINISTRATIVE ORDER
No. 50400AB 202200010

Because of exigent circumstances requiring qualified judicial officers when conflicts arise or Justices of the Peace are absent, and, in order to facilitate enhanced case processing,

IT IS HEREBY ORDERED, pursuant to A.R.S. §22-121, the following individuals are appointed to serve as Justices of the Peace Pro Tempore of the Globe Regional Justice Court to serve from time to time as requested and subject to the availability of funds. The term of appointment shall be for one (1) year (January 1, 2023 through December 31, 2023), unless terminated earlier by Order of the Presiding Judge:

Ms. Rebecca Baeza
Ms. Mary Navarro
Mr. Don Calendar
Mr. Charles Adornetto
Mr. Sherwood Johnston
Mr. Paul Julien
Mr. Paul Larkin
Mr. Javier Sobampo
Mr. David Wolak
Mr. Cody Williams
Mr. Enrique Ochoa-Medina

IT IS FURTHER ORDERED, pursuant to A.R.S. §28-1553, the following individuals are appointed to serve as Civil Traffic Hearing Officers of the Globe Regional Justice Court. The term of appointment shall be for one (1) year (January 1, 2023 through December 31, 2023), unless terminated earlier by Order of the Presiding Judge:

Ms. Griselda Ruiz
Ms. Lacey Root
Ms. Destiny Rocha

The Globe Regional Justice Court will distribute copies of this Order to the appointees listed.

The Globe Regional Justice Court is authorized to call upon Justice of the Peace Pro Tempores from the Payson Justice Court with the agreement of both courts.

Dated October 18 2022.



Hon. Timothy M. Wright
Presiding Judge

Original: Clerk of Superior Court

cc: Hon. Jordan Reardon
Justice of the Peace, Globe

Ms. Mary Navarro
Globe Justice Court Manager / Judge Pro Tem

Jon Bearup
Superior Court Administration

SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF GILA

FILED
2022 OCT 20 AM 11:16

ANITA ESCOBEDO, CLERK

BY MB DEPUTY

IN THE MATTER OF THE)
APPOINTMENT OF JUSTICE OF)
THE PEACE JUDGES PRO)
TEMPORE IN THE PAYSON)
JUSTICE COURT)

ADMINISTRATIVE ORDER
No. 50400AO202200011

Because of exigent circumstances requiring qualified judicial officers when conflicts arise or Justices of the Peace are absent, and, in order to facilitate enhanced case processing,


IT IS HEREBY ORDERED, pursuant to A.R.S. §22-121, the following individuals are appointed to serve as Justices of the Peace Pro Tempore of the Payson Justice Court to serve from time to time as requested and subject to the availability of funds. The term of appointment shall be for one (1) year (January 1, 2023 through December 31, 2023), unless terminated earlier by Order of the Presiding Judge:

Mr. Tait Elkie
Mr. Dan McKeen
Mr. Sherwood Johnston
Mr. Sam Goodman
Ms. Andrea Hamm

The Payson Justice Court will distribute copies of this Order to the appointees listed.

The Payson Justice Court is authorized to call upon Justice of the Peace Pro Tempores from the Globe Regional Justice Court with the agreement of both courts.

Dated October 18 2022.



Hon. Timothy M. Wright
Presiding Judge

Original: Clerk of Superior Court

cc: Hon. Donald Garvin
Justice of the Peace, Globe

Ms. Andrea Hamm
Globe Justice Court Manager

Jon Bearup
Superior Court Administration

APPROVAL OF APPOINTMENT OF
GLOBE JUSTICE OF THE PEACE JUDGES PRO TEMPORE

The Presiding Judge of the Superior Court in Gila County has requested the appointment of the following individuals as Justice of the Peace Judges Pro Tempore of the Globe Regional Justice Court in Gila County for the term of one (1) year (January 1, 2023, through December 31, 2023), unless terminated earlier by Order of the Presiding Judge, pursuant to A.R.S. §22-121 for the purpose of enhancing the court's ability to process cases:

Ms. Rebecca Baeza

Mr. Javier Sobampo

Ms. Mary Navarro

Mr. David Wolak

Mr. Charles Adornetto

Mr. Cody Williams

Mr. Sherwood Johnston

Mr. Enrique Ochoa-Medina

Mr. Paul Julien

NOW, THEREFORE, be it known that the Gila County Board of Supervisors approves such appointment.

Dated _____ 2022.

GILA COUNTY BOARD OF SUPERVISORS

By: _____
Woody Cline, Chairman

**APPROVAL OF APPOINTMENT OF GLOBE
JUSTICE OF THE PEACE CIVIL TRAFFIC HEARING OFFICERS**

The Presiding Judge of the Superior Court in Gila County has requested the appointment of the following individuals as Civil Traffic Hearing Officers of the Globe Regional Justice Court in Gila County for the term of one (1) year (January 1, 2023, through December 31, 2023), unless terminated earlier by Order of the Presiding Judge, pursuant to A.R.S. §28-1553 for the purpose of enhancing the court's ability to process cases:

Ms. Griselda Ruiz

Ms. Lacey Root

Ms. Destiny Rocha

NOW, THEREFORE, be it known that the Gila County Board of Supervisors approves such appointment.

Dated _____ 2022.

GILA COUNTY BOARD OF SUPERVISORS

By: _____
Woody Cline, Chairman

**APPROVAL OF APPOINTMENT OF
PAYSON JUSTICE OF THE PEACE JUDGES PRO TEMPORE**

The Presiding Judge of the Superior Court in Gila County has requested the appointment of the following individuals as Justice of the Peace Judges Pro Tempore of the Payson Justice Court in Gila County for the term of one (1) year (January 1, 2023, through December 31, 2023), unless terminated earlier by Order of the Presiding Judge, pursuant to A.R.S. §22-121 for the purpose of enhancing the court's ability to process cases:

Ms. Danny McKeen

Mr. Sherwood Johnston

Mr. Sam Goodman

Mr. Tait Elkie

Ms. Andrea Hamm

NOW, THEREFORE, be it known that the Gila County Board of Supervisors approves such appointment.

Dated _____ 2022.

GILA COUNTY BOARD OF SUPERVISORS

By: _____
Woody Cline, Chairman

ARF-7682

Consent Agenda Item 4. D.

Regular BOS Meeting

Meeting Date: 11/15/2022

Submitted For: Tim Humphrey, Board of Supervisors-District 2

Submitted By: Terry Links, Executive Assistant

Department: Board of Supervisors-District 2

Information

Request/Subject

Appointment to the Gila County Industrial Development Authority Board of Directors

Background Information

The Industrial Development Authority of the County of Gila, Arizona (IDA) is comprised of 9 members. Each Supervisor recommends to the Board of Supervisors the names of three members who they would like to represent their specific Supervisorial District on the IDA Board, and the Board of Supervisors then votes on the appointment(s). The terms of office for IDA members is six years.

There are two vacancies currently from Supervisorial District II, Supervisor Tim Humphrey, on the Industrial Development Authority Board of Directors that need to be addressed. The replacements of Lisa Brazil for the unexpired term of office through December 31, 2025, and of Stanley Gibson for the unexpired term of office through December 31, 2027. Supervisor Humphrey has requested that Ms. Shelby Barrowdale fulfill Ms. Brazil's term of office and Ms. Janette Herrera fulfill Mr. Gibson's term of office.

Evaluation

Notification has been provided by Supervisor Humphrey that Shelby Barrowdale has agreed to serve on this Board to fulfill the unexpired term of November 15, 2022, to December 31, 2025.

Notification has been provided by Supervisor Humphrey that Janette Herrera has agreed to serve on this Board from November 15, 2022, to December 31, 2027.

Conclusion

Supervisor Humphrey recommends the appointment of Shelby Barrowdale to the IDA Board of Directors to fulfill Lisa Brazil's unexpired term of office. Shelby Barrowdale's term will begin on the date appointed by the Board of Supervisors from November 15, 2022, to December 31, 2025.

Supervisor Humphrey recommends the appointment of Janette Herrera to the IDA Board of Directors to replace Stanley Gibson's appointment of office. Janette Herrera's term will begin on the date appointed by the Board of Supervisors from November 15, 2022, to December 31, 2027.

Recommendation

It is recommended that the Board of Supervisors appoint Shelby Barrowdale and Janette Herrera to the IDA Board of Directors.

Suggested Motion

Approval to appoint Shelby Barrowdale to fulfill the unexpired term of office of Lisa Brazil to December 31, 2025, and appoint Janette Herrera to the term of office of Stanley Gibson to December 31, 2027, to the Board of Directors of The Industrial Development Authority of the County of Gila, Arizona effective November 15, 2022.

Attachments

Proposed IDA Board

GILA COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY

(Approved by the BOS on 11/15/2022)

Name of Member & Appointment Info.¹	Appointment Designation²	Appointment Type³ & BOS Approval Date	Time Served Prior to Current Appointment	Term of Incumbent (End date must match end date of Term of Office)	Term of Office (Only change when new term cycle begins)
Tim Grier	D (Supv. Dist. 1 recommendation)	C (09/17/19)	6 years	09/17/19-12/31/24	01/01/19-12/31/24
Cliff Potts	D (Supv. Dist. 1 recommendation)	C (10/30/18)	6 years	06/07/17-12/31/22	06/07/17-12/31/22
James Feezor	D (Supv. Dist. 1 recommendation)	C (10/30/18)	3 years, 11 months	06/07/17-12/31/22	06/07/17-12/31/22
Robert Pastor	D (Supv. Dist. 2 recommendation)	C (09/17/19)	6 years	09/17/19-12/31/24	09/17/19-12/31/24
Janette Herrera	D (Supv. Dist. 2 recommendation)	A (11/15/2022)	-	11/15/2022-12/31/27	01/01/22-12/31/27
Shelby Barrowdale	D (Supv. Dist. 2 recommendation)	B (11/15/2022) (M. Lisa Brazil)		11/15/2022-12/31/25	01/01/20-12/31/25
Jill Wilson	D (Supv. Dist. 3 recommendation)	A B (12/04/18) (Trena Grantham) corrected	-	12/04/18-12/31/22	01/01/17-12/31/22
Joseph Heatherly	D (Supv. Dist. 3 recommendation)	B (06-21-22) (Bill Marshall)	-	06-21-22-12/31/25	01/01/20-12/31/25
Udon McSpadden	D (Supv. Dist. 3 recommendation)	A (07/23/19)	-	07/23/19-12/31/24	07/23/19-12/31/24

¹ Appointment Information:

- A. Date of creation: August 7, 1972
- B. Regulated by A.R.S. §35-701 through 35-761, and the IDA's Articles of Incorporation dated August 7, 1972.
- C. Governing Board members: A nine-member board that is appointed by the Board of Supervisors.
- D. Terms of Office: Members are appointed to six-year terms of office. The initial governing board was broken into 3 groups of 3 so that the terms of office would be two years apart for each group, per A.R.S. §35-705.

² Appointment Designation:

- A. Statutory District Appointment: Member must reside within the supervisorial district boundary from which he/she is appointed.
- B. Supervisory Appointment: Member unrestricted by the district.
- C. Joint Appointment: Membership is comprised of appointments from different jurisdictions. Appointments made by other entities are acknowledged by the Board of Supervisors.
- D. County at Large: Members are unrestricted by district and can be recommended by appointment by any supervisorial district or by the committee.
- E. Alternate Members: As defined by individual committee criteria.

³ Appointment Type

- A. New Appointment
- B. Existing vacancy created by (provide name)
- C. Reappointment (include number of years/months served prior to most recent appointment in right-hand column)

ARF-7554

Consent Agenda Item 4. E.

Regular BOS Meeting

Meeting Date: 11/15/2022

Reporting Period: Human Resources Department Monthly Reports for October 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 October 2022.

Suggested Motion

Approval of the monthly activity reports submitted by the Human Resources Department for October 2022.

Attachments

HR Summary Report

10/04/22 Human Resources Report

10/11/22 Human Resources Report

10/18/22 Human Resources Report

10/25/22 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	103	6	8	10	16	12	10	18	12	7	4		
NEW HIRES REGULAR STATUS	90	9	4	10	17	8	9	9	15	3	6		
NEW HIRES TEMPORARY STATUS	26	2	1	1	2	1	13	1	1	3	1		
VOLUNTEERS	2	0	0	0	0	1	0	0	0	1	0		
END OF PROBATIONARY PERIOD	64	8	13	7	3	5	3	8	1	9	7		
DEPARTMENTAL TRANSFERS	43	3	5	1	3	3	8	2	4	6	8		
OTHER ACTIONS	258	33	22	23	46	18	10	44	18	11	33		
REQUEST TO POST	67	7	5	7	7	9	7	3	6	7	9		
Total Transactions	653	68	58	59	94	57	60	85	57	47	68	0	0

HUMAN RESOURCES ACTION ITEMS
OCTOBER 4, 2022

NEW HIRES:

1. Jacob Regna – Sheriff's Office – Detention Officer – 10/10/22 – General Fund – Replacing Joseph Meza
2. Derek Bartling – Sheriff's Office – Detention Officer – 09/26/22 – General Fund – Replacing Brooke Griffin
3. Gretchen Goslin – Sheriff's Office – Detention Officer(.48) – 09/26/22 – General Fund - Rehire

TEMPORARY HIRES TO COUNTY SERVICES:

4. Madeline Belling – Finance – Temporary Worker – 09/26/22 – General Fund

DEPARTMENTAL TRANSFERS:

5. Courtney White – Sheriff's Office – From Detention Officer – To Detention Officer Sgt. – 09/26/22 – General Fund – Replacing Lowell Brown
6. Amos Smith – Sheriff's Office – From Detention Officer – To Detention Officer Sgt. – 09/26/22 – General Fund – Replacing Robert Schuler
7. Alyxx Hartmann – Sheriff's Office – From Detention Officer – To Detention Officer Sgt. – 09/26/22 – General Fund – Replacing Joseph Bramlet
8. Joshua Burch – Sheriff's Office – From Detention Officer Sgt. (Acting)- To Detention Officer Sgt. – 09/26/22 – General Fund – Replacing Jamie Cunningham
9. Cassidy Smith – Sheriff's Office – From Detention Officer Sgt. (Acting) – To Detention Officer Sgt. – 09/26/22 – General Fund – Replacing Christopher Powell
10. Joshua Beck – Health and Emergency Services – From Deputy Director Health and Emergency Services – To Director Health and Emergency Services – 09/26/22 – From Various Funds – To General Fund – Replacing Michael O'Driscoll
11. Celena Cates – From Health and Emergency Services – To Board of Supervisors – From Emergency Planner – To Management Associate – 10/10/22 – General Fund – Replacing Joshua Beck

OTHER ACTIONS:

12. Andrew Bradford – Sheriff's Office – Detention Officer – 08/15/22 – General Fund – Step increase
13. Tina Cummings – Health and Emergency Services – Animal Care Worker – 07/01/22 – From Rabies Control Fund – To General Fund – Change in fund code
14. Jeffrey Nafziger – Health and Emergency Services – Environmental Health Specialist – 07/01/22 – From Health Service Fund – To General Fund – Change in fund code
15. John Garrett – Health and Emergency Services – Environmental Engineering Manager – 07/01/22 – From Health Service Fund – To General Fund – Change in fund code
16. John Castaneda – Health and Emergency Services – Animal Regulations Enforcement Manager – 07/01/22 – From Rabies Control Fund – To General Fund – Change in fund code
17. Marcela Amaya – Health and Emergency Services – Administrative Clerk – 07/01/22 – From Health Service Fund – To General Fund – Change in fund code
18. Debra Blevins – Health and Emergency Services – Health Administrative Manager – 07/01/22 – From Health Service(.50)/ELC Plus(.50) Funds – To General(.50)ELC Plus(.50) Funds – Change in fund code
19. Joshua Beck – Health and Emergency Services – Deputy Director Health and Emergency Services – 07/01/22 – Various Funds – Change in fund code
20. Nicholas Campagna – Health and Emergency Services – Animal Control Officer – 07/01/22 – From Rabies Control Fund – To General Fund – Change in fund code

HUMAN RESOURCES ACTION ITEMS

OCTOBER 4, 2022

PAGE 2 OF 2

21. Anthony Puskaric – Health and Emergency Services – Animal Control Officer – 07/01/22 – From Rabies Control Fund – To General Fund – Change in fund code
22. Evan Schmitz – Health and Emergency Services – Environmental Health Specialist – 07/01/22 – From Health Service Fund – To General Fund – Change in fund code
23. Paula Horn – Health and Emergency Services - Deputy Director Health – 07/01/22 – From Health Service Fund – To General Fund – Change in fund code
24. Manuel Riddle – Health and Emergency Services – Animal Control Officer – 07/01/22 – From Rabies Control Fund – To General Fund – Change in fund code
25. Jonathan Sukosky – Health and Emergency Services – Animal Control Officer – 07/01/22 – From Rabies Control Fund – To General Fund – Change in fund code
26. Katrina Estrada – Health and Emergency Services – Administrative Clerk Senior – 07/01/22 – From Health Service Fund – To General Fund – Change in fund code
27. Staci Hatfield – Health and Emergency Services – Public Health Operations Clinic Manager – 07/01/22 – From Health Service Fund – To General Fund – Change in fund code
28. Simeon Rustin – Health and Emergency Services – Administrative Clerk Senior – 07/01/22 – From Health Service Fund – To General Fund – Change in fund code
29. Alexander Kendrick – Health and Emergency Services – Environmental Health Specialist – 07/01/22 – From Health Service Fund – To General Fund – Change in fund code
30. Therese Canchola – Health and Emergency Services – Accounting Analyst – 07/01/22 – Various Funds – Change in fund code
31. Sasa Kuzmanovic – Sheriff's Office – Deputy Sheriff – 09/23/22 – General Fund – Step increase
32. James Lahti – Sheriff's Office – Deputy Sheriff – 07/11/22 – General Fund – Change in overtime fund
33. Kip Vidrine II – Sheriff's Office – Deputy Sheriff – 08/01/22 – General Fund – Change in overtime fund
34. Eric Avalos – Sheriff's Office – Deputy Sheriff – 07/11/22 – General Fund – Change in overtime fund

HUMAN RESOURCES ACTION ITEMS
OCTOBER 11, 2022

DEPARTURES:

1. Jodi Rogers – Sheriff's Office – Administrative Bureau Supervisor – 10/18/22 – General Fund – DOH 04/30/18
2. Denny Ivans – Public Works – Public Works Roads Supervisor – 09/29/22 – Public Works Fund – DOH 07/05/22

NEW HIRES:

3. Delaney Ketter – Public Works – Part-Time Scalehouse Attendant – 10/10/22 – Recycling and Landfill Management Fund – Replacing Holly James

END PROBATIONARY PERIOD:

4. Scott Thomas – Probation – Juvenile Detention Officer – 10/25/22 – General Fund

DEPARTMENTAL TRANSFERS:

5. Taylor Mansoor – Probation – Deputy Probation Officer I – 10/10/22 – From General Fund – To State Aid Enhancement Fund – Replacing Marcos Diaz

OTHER ACTIONS:

6. Samuel Bruno – Public Works – Vehicle and Equipment Mechanic – 09/24/22 – Public Works Fund – Extending probationary period an additional month
7. Diana Kanon – County Attorney's Office – Deputy County Attorney Principal – 10/03/22 – From Drug Prosecution Grant Fund – To General Fund – Change in fund code
8. Hannah Lowe – Probation – AmeriCorps Volunteer – 09/12/22 – AmeriCorps Fund – Stipend correction
9. Lynn Dee Trimble – Probation – Fiscal/Grant Services Manager – 10/10/22 – Various Funds – Fund code change
10. Colleen Scott – Probation – Deputy Probation Officer II – 10/10/22 – Various Funds – Fund code change

REQUEST TO POST:

11. Sheriff's Office – Administrative Bureau Supervisor – Vacated by Jodi Rogers
12. Finance – Accounting Specialist – Vacated by Stephanie Chaidez

HUMAN RESOURCES ACTION ITEMS
OCTOBER 18, 2022

DEPARTURES:

1. Daniel Morris – Public Works – Road Maintenance and Landfill Equipment Operator – 10/12/22 – Public Works Fund – DOH 11/15/21
2. Michelle Ledbetter – Clerk of the Superior Court – Court Clerk – 10/07/22 – General Fund – DOH 12/06/21

NEW HIRES:

3. William Brittain – Facilities and Land Management – Construction Project Manager – 10/24/22 – Facilities Management Fund – Replacing Mark Warden

END PROBATIONARY PERIOD:

4. Sharon Collins – Sheriff's Office – Administrative Clerk – 07/06/22 – General Fund
5. Candice Carbajal – Sheriff's Office – Accounting Clerk Specialist – 05/24/22 – General Fund
6. Dianna Hoey – Sheriff's Office – Records Supervisor – 06/07/22 – General Fund
7. Melissa Cervantes – Facilities and Land Management – Executive Administrative Assistant – 10/25/22 – Facilities Management Fund

OTHER ACTIONS:

8. Paul Wolterbeek – Administrative Services – From Public Communications Manager – To Director Administrative Services – 10/10/22 – General Fund – Reclassification
9. Danielle Tumberlin – County Attorney's Office – From Legal Secretary Senior – To Legal Secretary Senior/Diversion Program Administrator – 10/10/22 – Reclassification
10. Kalen Trimble – From Law Library – To Superior Court Administration – From Bailiff – To Bailiff Superior Court IT Liaison – 10/10/22 – From Law Library Fund – To General Fund - Reclassification

REQUEST TO POST:

11. Finance – Director Finance – Vacated by Mary Springer
12. Public Works – Public Works Roads Supervisor – Vacated by Denny Ivans

HUMAN RESOURCES ACTION ITEMS
OCTOBER 25, 2022

NEW HIRES:

1. Clayton Huggins – Sheriff's Office – Detention Officer – 10/24/22 – General Fund – Replacing Brigham Flake

END PROBATIONARY PERIOD:

2. Ramon Hernandez – County Attorney's Office – Diversion Officer – 09/28/22 – Diversion Program CA Fund
3. David Martin – Globe Justice Court – Justice Court Clerk – 10/11/22 – General Fund

OTHER ACTIONS:

4. Hortencia Lovin – Health and Emergency Management – PT Public Health Nurse(.32) – 07/05/22 – From Health Service Fund – To General Fund – Change in fund
5. Justin Montijo – Sheriff's Office – Deputy Sheriff – 09/19/22 – General Fund – Change in overtime fund

REQUEST TO POST:

6. Library Districts – County Librarian – Vacated by Jacque Sanders
7. Facilities and Land Management – Building Maintenance Technician Senior – FY23 position
8. Administrative Services – Public Communications Specialist – FY23 position
9. Clerk of Superior Court – Court Clerk – Vacated by Michelle Ledbetter
10. Parks, Recreation and Fairgrounds – Recreation and Events Manager – FY23 position

ARF-7689

Consent Agenda Item 4. F.

Regular BOS Meeting

Meeting Date: 11/15/2022

Reporting Period: October 1, 2022 - October 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 October 1, 2022, through October 31, 2022.

Suggested Motion

Approval of finance reports/demands/transfers for the reporting period of October 1, 2022, through October 31, 2022.

Attachments

Finance Report 10-01-22 to 10-31-22

Finance Report 10-01-22 to 10-31-22 Voids

Payment Register

From Payment Date: 10/1/2022 - To Payment Date: 10/31/2022

Number	Date	Source	Payee Name	Transaction Amount	Reconciled Amount
JP Morgan AP - JP Morgan Accounts Payable					
<u>Check</u>					
318451	10/03/2022	Accounts Payable	JP MORGAN CHASE DOR	\$10.02	\$10.02
318452	10/03/2022	Accounts Payable	JP MORGAN CHASE FEDERAL TAX	\$20.39	\$20.39
318453	10/03/2022	Accounts Payable	JP MORGAN CHASE FICA EE	\$26.17	\$26.17
318454	10/03/2022	Accounts Payable	JP MORGAN CHASE FICA ER	\$26.17	\$26.17
318455	10/03/2022	Accounts Payable	JP MORGAN CHASE MEDICARE EE	\$6.12	\$6.12
318456	10/03/2022	Accounts Payable	JP MORGAN CHASE MEDICARE ER	\$6.12	\$6.12
318457	10/04/2022	Accounts Payable	A & M Graphics LLC	\$3,230.70	\$3,230.70
318458	10/04/2022	Accounts Payable	A Foreign Language Service	\$340.00	\$340.00
318459	10/04/2022	Accounts Payable	Advantage Home Performance, Inc	\$13,437.00	\$13,437.00
318460	10/04/2022	Accounts Payable	Advantage Home Performance, Inc	\$29,590.00	\$29,590.00
318461	10/04/2022	Accounts Payable	Agile Access Control, Inc.	\$53,281.97	\$53,281.97
318462	10/04/2022	Accounts Payable	Allegiance Builders LLC	\$11,041.00	\$11,041.00
318463	10/04/2022	Accounts Payable	Arizona Department of Revenue	\$2.00	\$2.00
318464	10/04/2022	Accounts Payable	Arizona Department of Revenue	\$262.79	\$262.79
318465	10/04/2022	Accounts Payable	Arizona Department of Revenue	\$87.08	\$87.08
318466	10/04/2022	Accounts Payable	Arizona State Prison Globe	\$260.00	\$260.00
318467	10/04/2022	Accounts Payable	Arizona Water Company	\$75.00	\$75.00
318468	10/04/2022	Accounts Payable	AT&T Mobility LLC	\$43.53	\$43.53
318469	10/04/2022	Accounts Payable	Atomic Pest Control LLC	\$1,200.00	\$1,200.00
318470	10/04/2022	Accounts Payable	Aztec Alarms Inc	\$72.00	\$72.00
318471	10/04/2022	Accounts Payable	Belarde, Estelle, K	\$547.31	\$547.31
318472	10/04/2022	Accounts Payable	Bench, Rikki	\$1,125.00	\$1,125.00
318473	10/04/2022	Accounts Payable	Bernays, Michael, B	\$6,000.00	\$6,000.00
318474	10/04/2022	Accounts Payable	Brunson, Jeremy, L	\$150.00	\$150.00
318475	10/04/2022	Accounts Payable	C&M Communications LLC	\$20,115.20	\$20,115.20
318476	10/04/2022	Accounts Payable	Canyon Country Design Inc	\$12,800.00	\$12,800.00
318477	10/04/2022	Accounts Payable	CDW Government	\$12,715.89	\$12,715.89
318478	10/04/2022	Accounts Payable	Center for Disease Detection	\$288.20	\$288.20
318479	10/04/2022	Accounts Payable	Center for Internet Security Inc	\$13,800.00	
318480	10/04/2022	Accounts Payable	CenturyLink	\$378.99	\$378.99

Payment Register

From Payment Date: 10/1/2022 - To Payment Date: 10/31/2022

318481	10/04/2022	Accounts Payable	CenturyLink Business Services	\$2,357.50	\$2,357.50
318482	10/04/2022	Accounts Payable	CenturyLink Business Services	\$15,608.08	\$15,608.08
318483	10/04/2022	Accounts Payable	City of Globe	\$9,616.72	\$9,616.72
318484	10/04/2022	Accounts Payable	Clark Arizona Legal Services PC	\$8,432.54	\$8,432.54
318485	10/04/2022	Accounts Payable	Cooper Lopez & Associates PLLC	\$733.75	\$733.75
318486	10/04/2022	Accounts Payable	Cordant Health Solutions	\$956.60	\$956.60
318487	10/04/2022	Accounts Payable	Coremr, LC	\$250.00	\$250.00
318488	10/04/2022	Accounts Payable	Diana G. Montgomery, PLLC	\$3,000.00	\$3,000.00
318489	10/04/2022	Accounts Payable	Emily Danies Attorney at Law, LLC	\$6,000.00	\$6,000.00
318490	10/04/2022	Accounts Payable	FX Tactical LLC	\$82.70	\$82.70
318491	10/04/2022	Accounts Payable	Geiser, PLC, Raymond	\$9,000.00	\$9,000.00
318492	10/04/2022	Accounts Payable	Gila County Government	\$320,306.75	\$320,306.75
318493	10/04/2022	Accounts Payable	Globe-Miami Regional Chamber of Commerce	\$100.00	\$100.00
318494	10/04/2022	Accounts Payable	Haverland, Mike , Lance	\$112.50	
318495	10/04/2022	Accounts Payable	HLP, Inc.	\$8.05	\$8.05
318496	10/04/2022	Accounts Payable	JC Wordsmith Translation & Interpretation Inc.	\$1,592.50	\$1,592.50
318497	10/04/2022	Accounts Payable	JCloud Law, P.C.	\$6,000.00	\$6,000.00
318498	10/04/2022	Accounts Payable	John S. Perlman	\$1,417.50	\$1,417.50
318499	10/04/2022	Accounts Payable	Jonathan L. Warshaw	\$6,000.00	\$6,000.00
318500	10/04/2022	Accounts Payable	Kachina Properties	\$900.00	\$900.00
318501	10/04/2022	Accounts Payable	Konica Minolta Business Solutions U.S.A., Inc.	\$1,111.29	\$1,111.29
318502	10/04/2022	Accounts Payable	Lafave, Ryan	\$37.00	\$37.00
318503	10/04/2022	Accounts Payable	Law Office of David W Bell LLC	\$3,000.00	\$3,000.00
318504	10/04/2022	Accounts Payable	LBiSat LLC	\$152.00	\$152.00
318505	10/04/2022	Accounts Payable	Maxim Healthcare Staffing Services, Inc.	\$3,240.00	\$3,240.00
318506	10/04/2022	Accounts Payable	Messinger Payson Funeral Home	\$716.33	\$716.33
318507	10/04/2022	Accounts Payable	Morse, Suzanne, L	\$125.00	\$125.00
318508	10/04/2022	Accounts Payable	Old Main Storage	\$435.00	\$435.00
318509	10/04/2022	Accounts Payable	PACIFIC OFFICE AUTOMATION	\$32,732.19	\$32,732.19
318510	10/04/2022	Accounts Payable	Patriot Remodel & Repair LLC	\$225.00	\$225.00
318511	10/04/2022	Accounts Payable	Payson Roundup Newspaper	\$397.57	\$397.57
318512	10/04/2022	Accounts Payable	Pima County Government	\$20.00	\$20.00
318513	10/04/2022	Accounts Payable	Pinal County	\$93,750.00	\$93,750.00
318514	10/04/2022	Accounts Payable	Pinal Mountain Apartments	\$439.00	\$439.00

Payment Register

From Payment Date: 10/1/2022 - To Payment Date: 10/31/2022

318515	10/04/2022	Accounts Payable	Pine-Strawberry Water Improvement	\$83.82	\$83.82
318516	10/04/2022	Accounts Payable	Pitney Bowes Purchase Power	\$37.81	\$37.81
318517	10/04/2022	Accounts Payable	R&M Repeater	\$1,207.67	\$1,207.67
318518	10/04/2022	Accounts Payable	R&S Northeast LLC	\$0.41	\$0.41
318519	10/04/2022	Accounts Payable	Razor Thin Media, LLC	\$2,000.00	\$2,000.00
318520	10/04/2022	Accounts Payable	Ripple , Denice	\$954.80	\$954.80
318521	10/04/2022	Accounts Payable	Rohtert, Jannette, C	\$710.00	\$710.00
318522	10/04/2022	Accounts Payable	Rutherford, Nancy, Kay	\$32.06	\$32.06
318523	10/04/2022	Accounts Payable	Rutledge , Adrien	\$27.87	\$27.87
318524	10/04/2022	Accounts Payable	Salt River Project	\$676.97	\$676.97
318525	10/04/2022	Accounts Payable	Samaritan Veterinary Center	\$2,891.00	\$2,891.00
318526	10/04/2022	Accounts Payable	Sanders Family Transport	\$425.00	\$425.00
318527	10/04/2022	Accounts Payable	Sanofi Pasteur Inc.	\$3,558.83	\$3,558.83
318528	10/04/2022	Accounts Payable	Skaggs Public Safety Uniforms &	\$2,859.00	\$2,859.00
318529	10/04/2022	Accounts Payable	Smith, Stephen, B	\$11,125.00	\$11,125.00
318530	10/04/2022	Accounts Payable	Sparklight	\$148.07	\$148.07
318531	10/04/2022	Accounts Payable	State of Arizona	\$7,855.99	\$7,855.99
318532	10/04/2022	Accounts Payable	State of Arizona	\$117,767.00	\$117,767.00
318534	10/04/2022	Accounts Payable	T-Mobile USA Inc.	\$394.29	\$394.29
318535	10/04/2022	Accounts Payable	TDS Telecom	\$424.62	\$424.62
318536	10/04/2022	Accounts Payable	The Arizona Partnership for	\$329.83	\$329.83
318537	10/04/2022	Accounts Payable	Thyssenkrupp Elevator Corporation	\$786.86	\$786.86
318538	10/04/2022	Accounts Payable	Tonto Basin Chamber of Commerce	\$25.00	
318539	10/04/2022	Accounts Payable	Town of Payson	\$1,286.65	\$1,286.65
318540	10/04/2022	Accounts Payable	Trinity Services Group, Inc.	\$3,532.50	\$3,532.50
318541	10/04/2022	Accounts Payable	Triplet Mountain Communications, Inc.	\$6,048.07	\$6,048.07
318542	10/04/2022	Accounts Payable	Vega, Lillie	\$90.39	\$90.39
318543	10/04/2022	Accounts Payable	VERIZON WIRELESS	\$1,653.61	\$1,653.61
318544	10/04/2022	Accounts Payable	Weaver, Nicole, L	\$76.01	\$76.01
318545	10/04/2022	Accounts Payable	Wowza LLC	\$122,888.88	\$122,888.88
318546	10/05/2022	Accounts Payable	Pacheco, Joseph, G	\$33.11	\$33.11
318547	10/05/2022	Accounts Payable	Williams, Stevan	\$67.20	
318548	10/05/2022	Accounts Payable	A To Z Equipment Rental & Sales	\$77,708.71	\$77,708.71
318549	10/05/2022	Accounts Payable	Arizona State Prison Globe	\$135.00	\$135.00

Payment Register

From Payment Date: 10/1/2022 - To Payment Date: 10/31/2022

318550	10/05/2022	Accounts Payable	Caterpillar Financial Services	\$89,497.64	\$89,497.64
318551	10/05/2022	Accounts Payable	CRM of America LLC	\$4,238.61	\$4,238.61
318552	10/05/2022	Accounts Payable	Dixon Rock & Materials LLC	\$6,800.00	\$6,800.00
318553	10/05/2022	Accounts Payable	DJ's Companies, Inc.	\$522.34	\$522.34
318554	10/05/2022	Accounts Payable	GreatAmerica Leasing Corporation	\$377.12	\$377.12
318555	10/05/2022	Accounts Payable	Green Valley Water	\$172.73	\$172.73
318556	10/05/2022	Accounts Payable	JaLin Enterprises Inc.	\$890.40	\$890.40
318557	10/05/2022	Accounts Payable	Language Line Services, Inc.	\$45.00	\$45.00
318558	10/05/2022	Accounts Payable	Messinger Payson Funeral Home	\$863.33	\$863.33
318559	10/05/2022	Accounts Payable	ODP Business Solutions, LLC	\$410.81	\$410.81
318560	10/05/2022	Accounts Payable	Suddenlink	\$114.45	\$114.45
318561	10/05/2022	Accounts Payable	Superstition Fire Protection	\$1,925.00	\$1,925.00
318562	10/05/2022	Accounts Payable	UniFirst Corporation	\$67.48	\$67.48
318563	10/05/2022	Accounts Payable	Waste Management of Arizona, Inc.	\$480.16	\$480.16
318564	10/05/2022	Accounts Payable	Waters Sparkletts of Payson, LLC	\$36.00	\$36.00
318565	10/05/2022	Accounts Payable	Westwood Pharmacy	\$5,833.30	\$5,833.30
318566	10/06/2022	Accounts Payable	Arizona Department of Administration	\$4,411.24	\$4,411.24
318567	10/06/2022	Accounts Payable	JP MORGAN CHASE DOR	\$86.55	\$86.55
318568	10/06/2022	Accounts Payable	JP MORGAN CHASE FEDERAL TAX	\$250.79	\$250.79
318569	10/06/2022	Accounts Payable	JP MORGAN CHASE FICA EE	\$157.96	\$157.96
318570	10/06/2022	Accounts Payable	JP MORGAN CHASE FICA ER	\$157.96	\$157.96
318571	10/06/2022	Accounts Payable	JP MORGAN CHASE MEDICARE EE	\$36.93	\$36.93
318572	10/06/2022	Accounts Payable	JP MORGAN CHASE MEDICARE ER	\$36.93	\$36.93
318573	10/06/2022	Accounts Payable	Maynard , Circe	\$55.94	\$55.94
318574	10/06/2022	Accounts Payable	Arrowhead Resellers Corp.	\$4,245.00	\$4,245.00
318575	10/06/2022	Accounts Payable	BI Inc	\$2,514.40	\$2,514.40
318576	10/06/2022	Accounts Payable	Blueline Services LLC	\$568.00	\$568.00
318577	10/06/2022	Accounts Payable	C&M Communications LLC	\$836.22	\$836.22
318578	10/06/2022	Accounts Payable	Dease, Iona	\$2,520.00	\$2,520.00
318579	10/06/2022	Accounts Payable	FedEx	\$13.60	\$13.60
318580	10/06/2022	Accounts Payable	Iron Mountain	\$480.34	\$480.34
318581	10/06/2022	Accounts Payable	Language Connection	\$760.00	\$760.00
318582	10/06/2022	Accounts Payable	Moetivations, Inc.	\$4,908.51	\$4,908.51
318583	10/06/2022	Accounts Payable	Payson Concrete & Materials, Inc.	\$201.15	\$201.15

Payment Register

From Payment Date: 10/1/2022 - To Payment Date: 10/31/2022

318584	10/06/2022	Accounts Payable	Senergy Petroleum	\$1,798.86	\$1,798.86
318585	10/06/2022	Accounts Payable	Sheppard, Marian, E	\$2,706.00	\$2,706.00
318586	10/06/2022	Accounts Payable	UniFirst Corporation	\$25.08	\$25.08
318587	10/06/2022	Accounts Payable	US POSTAL SERVICE POSTAGE BY	\$3,873.00	\$3,873.00
318588	10/06/2022	Accounts Payable	Waters Sparkletts of Payson, LLC	\$75.00	\$75.00
318589	10/06/2022	Accounts Payable	ARIZONA COUNTIES WORKERS	\$120,391.17	\$120,391.17
318590	10/07/2022	Accounts Payable	Arizona Department of Public Safety	\$67.00	
318591	10/07/2022	Accounts Payable	ATC Group Services LLC	\$54,925.93	\$54,925.93
318592	10/07/2022	Accounts Payable	Aztec Alarms Inc	\$72.00	\$72.00
318593	10/07/2022	Accounts Payable	Channell, Regina	\$300.00	\$300.00
318594	10/07/2022	Accounts Payable	Data Storage Centers, Inc.	\$391.75	\$391.75
318595	10/07/2022	Accounts Payable	Empire Southwest LLC	\$539.76	\$539.76
318596	10/07/2022	Accounts Payable	Gila Sweeping LLC	\$475.00	\$475.00
318597	10/07/2022	Accounts Payable	Green Valley Water	\$814.94	\$814.94
318598	10/07/2022	Accounts Payable	JE Fuller/Hydrology & Geomorphology,	\$19,367.15	\$19,367.15
318599	10/07/2022	Accounts Payable	Johnson Appraisal Group, PPLC	\$593.12	\$593.12
318600	10/07/2022	Accounts Payable	Language Connection	\$410.00	\$410.00
318601	10/07/2022	Accounts Payable	Pacific Office Automation	\$81.45	\$81.45
318602	10/07/2022	Accounts Payable	Rim Communications	\$1,500.91	\$1,500.91
318603	10/07/2022	Accounts Payable	Ripple , Denice	\$717.10	\$717.10
318604	10/07/2022	Accounts Payable	Senergy Petroleum	\$14,154.00	\$14,154.00
318605	10/07/2022	Accounts Payable	Shred-It	\$20.27	\$20.27
318606	10/07/2022	Accounts Payable	Thomson Reuters West	\$3,514.68	\$3,514.68
318607	10/07/2022	Accounts Payable	Town of Payson	\$25.00	\$25.00
318608	10/07/2022	Accounts Payable	UniFirst Corporation	\$156.06	\$156.06
318609	10/07/2022	Accounts Payable	Wist Office Products Company	\$66.67	\$66.67
318610	10/11/2022	Accounts Payable	Paulus, Gayle	\$105.00	\$105.00
318611	10/11/2022	Accounts Payable	Hog Creek Towing & Impound Yard, Inc	\$610.00	\$610.00
318612	10/11/2022	Accounts Payable	Advantage Home Performance, Inc	\$17,592.00	\$17,592.00
318613	10/11/2022	Accounts Payable	Aguero, Karen	\$69.87	\$69.87
318614	10/11/2022	Accounts Payable	Alexander Legal LLC	\$1,000.00	\$1,000.00
318615	10/11/2022	Accounts Payable	Arizona Counties Insurance Pool	\$48,036.41	\$48,036.41
318616	10/11/2022	Accounts Payable	Arizona State Prison Globe	\$335.00	\$335.00
318617	10/11/2022	Accounts Payable	Axon Enterprise Inc	\$13,825.58	\$13,825.58

Payment Register

From Payment Date: 10/1/2022 - To Payment Date: 10/31/2022

318618	10/11/2022	Accounts Payable	Braddock, Karrol, L	\$261.66	\$261.66
318619	10/11/2022	Accounts Payable	Carahsoft Technology Corporation	\$618.75	\$618.75
318620	10/11/2022	Accounts Payable	Carlson, Christina	\$255.56	\$255.56
318621	10/11/2022	Accounts Payable	CenturyLink	\$470.96	\$470.96
318622	10/11/2022	Accounts Payable	CenturyLink	\$615.68	\$615.68
318623	10/11/2022	Accounts Payable	Chambers, Bryan, B	\$144.20	\$144.20
318624	10/11/2022	Accounts Payable	Community Bridges, Inc.	\$6,275.00	\$6,275.00
318625	10/11/2022	Accounts Payable	County of Graham	\$54,900.00	\$54,900.00
318626	10/11/2022	Accounts Payable	Dibble	\$1,299.60	\$1,299.60
318627	10/11/2022	Accounts Payable	Dollywood Foundation	\$3,162.10	\$3,162.10
318628	10/11/2022	Accounts Payable	Francis, Brittany	\$77.43	\$77.43
318629	10/11/2022	Accounts Payable	Garrett Electronics Inc	\$7,506.88	\$7,506.88
318630	10/11/2022	Accounts Payable	Gerard , Cristie , A	\$161.09	\$161.09
318631	10/11/2022	Accounts Payable	Gregan & Associates	\$6,000.00	\$6,000.00
318632	10/11/2022	Accounts Payable	Haverland, Mike , Lance	\$105.00	\$105.00
318633	10/11/2022	Accounts Payable	HLP, Inc.	\$12.95	\$12.95
318634	10/11/2022	Accounts Payable	ICS Jail Supplies Inc	\$3,904.53	\$3,904.53
318635	10/11/2022	Accounts Payable	Iron Mountain	\$389.68	\$389.68
318636	10/11/2022	Accounts Payable	JaLin Enterprises Inc.	\$890.40	\$890.40
318637	10/11/2022	Accounts Payable	Kanon, Diana, L	\$152.64	
318638	10/11/2022	Accounts Payable	Language Line Services, Inc.	\$7.08	\$7.08
318639	10/11/2022	Accounts Payable	Law Office of Timothy V Nelson, LLC	\$6,000.00	\$6,000.00
318640	10/11/2022	Accounts Payable	Lionbridge Technologies, Inc	\$62.56	\$62.56
318641	10/11/2022	Accounts Payable	Llewellyn, Lana	\$83.66	\$83.66
318642	10/11/2022	Accounts Payable	Messinger Payson Funeral Home	\$4,026.69	\$4,026.69
318643	10/11/2022	Accounts Payable	MTE Communications	\$14.60	\$14.60
318644	10/11/2022	Accounts Payable	Nader, Emily	\$74.76	\$74.76
318645	10/11/2022	Accounts Payable	ODP Business Solutions, LLC	\$58.73	\$58.73
318646	10/11/2022	Accounts Payable	Ong, Siew, C	\$170.00	
318647	10/11/2022	Accounts Payable	Payson Magistrate Court	\$15.27	\$15.27
318648	10/11/2022	Accounts Payable	Payson Roundup Newspaper	\$616.25	\$616.25
318649	10/11/2022	Accounts Payable	Poarch, Tiffany, A	\$68.13	\$68.13
318650	10/11/2022	Accounts Payable	Policy Development Group Inc.	\$5,000.00	\$5,000.00
318651	10/11/2022	Accounts Payable	Senergy Petroleum	\$910.10	\$910.10

Payment Register

From Payment Date: 10/1/2022 - To Payment Date: 10/31/2022

318652	10/11/2022	Accounts Payable	Sims Mackin LTD	\$1,080.00	\$1,080.00
318653	10/11/2022	Accounts Payable	Sparklight	\$3,083.99	\$3,083.99
318654	10/11/2022	Accounts Payable	Spurgeon, Yolanda	\$72.10	\$72.10
318655	10/11/2022	Accounts Payable	State of Arizona	\$43.00	
318656	10/11/2022	Accounts Payable	TDS Telecom	\$47.50	\$47.50
318657	10/11/2022	Accounts Payable	The Master's Touch, LLC	\$6,474.72	\$6,474.72
318658	10/11/2022	Accounts Payable	The Susser Law Firm PLLC	\$1,000.00	\$1,000.00
318659	10/11/2022	Accounts Payable	UniFirst Corporation	\$350.77	\$350.77
318660	10/11/2022	Accounts Payable	Voakes, Donald, R	\$333.33	\$333.33
318661	10/11/2022	Accounts Payable	Waters Sparkletts of Payson, LLC	\$102.00	\$102.00
318662	10/11/2022	Accounts Payable	Wolak, David	\$364.01	\$364.01
318663	10/12/2022	Accounts Payable	Arizona Department of Revenue	\$2,263.95	\$2,263.95
318664	10/12/2022	Accounts Payable	Arizona Public Service	\$1,052.83	\$1,052.83
318665	10/12/2022	Accounts Payable	CenturyLink	\$335.02	\$335.02
318666	10/12/2022	Accounts Payable	Charm-Tex Inc.	\$3,416.40	\$3,416.40
318667	10/12/2022	Accounts Payable	FedEx	\$11.62	\$11.62
318668	10/12/2022	Accounts Payable	Gila County Government	\$408.94	\$408.94
318669	10/12/2022	Accounts Payable	GreatAmerica Leasing Corporation	\$256.88	\$256.88
318670	10/12/2022	Accounts Payable	Hernandez, Veronica	\$110.89	\$110.89
318671	10/12/2022	Accounts Payable	HonorHealth	\$700.00	\$700.00
318672	10/12/2022	Accounts Payable	Konica Minolta Business Solutions	\$975.04	\$975.04
318673	10/12/2022	Accounts Payable	McCreary Group	\$352.80	\$352.80
318674	10/12/2022	Accounts Payable	Merck Sharp & Dohme Corp.	\$3,306.79	\$3,306.79
318675	10/12/2022	Accounts Payable	Payson Justice Court	\$6.41	\$6.41
318676	10/12/2022	Accounts Payable	Payson Roundup Newspaper	\$518.52	\$518.52
318677	10/12/2022	Accounts Payable	Sanofi Pasteur Inc.	\$3,185.93	\$3,185.93
318678	10/12/2022	Accounts Payable	Senergy Petroleum	\$12,554.09	\$12,554.09
318679	10/12/2022	Accounts Payable	Shred-It	\$171.90	\$171.90
318680	10/12/2022	Accounts Payable	Skaggs Public Safety Uniforms & Equipment	\$1,287.15	\$1,287.15
318681	10/12/2022	Accounts Payable	Southwest Gas	\$29.96	\$29.96
318682	10/12/2022	Accounts Payable	UniFirst Corporation	\$262.87	\$262.87
318683	10/12/2022	Accounts Payable	Wright , Timothy	\$288.36	\$288.36
318684	10/13/2022	Accounts Payable	Fischbeck, John	\$151.40	
318686	10/14/2022	Accounts Payable	AMERICAN FAMILY LIFE ASSURANCE COMPANY	\$3,444.43	

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318687	10/14/2022	Accounts Payable	ARIZONA LOCAL GOVT EMPLOYEE	\$254,700.67	\$254,700.67
318688	10/14/2022	Accounts Payable	BENEFIT TRUST PRE TAX		
318689	10/14/2022	Accounts Payable	ARIZONA STATE RETIREMENT	\$195,308.24	\$195,308.24
318690	10/14/2022	Accounts Payable	SYSTEM		
318691	10/14/2022	Accounts Payable	AZCOPS	\$13.50	\$13.50
318692	10/14/2022	Accounts Payable	CHILD SUPPORT SERVICES	\$252.11	\$252.11
318693	10/14/2022	Accounts Payable	MONTANA		
318694	10/14/2022	Accounts Payable	COLONIAL SUPPLEMENTAL	\$4,186.17	
318695	10/14/2022	Accounts Payable	INSURANCE		
318696	10/14/2022	Accounts Payable	CORP - AOC	\$20,686.54	\$20,686.54
318697	10/14/2022	Accounts Payable	CORP - DISPATCHER	\$469.81	\$469.81
318698	10/14/2022	Accounts Payable	CORRECTIONS OFFICER	\$6,824.57	
318699	10/14/2022	Accounts Payable	RETIREMENT PLAN	\$53.22	
318700	10/14/2022	Accounts Payable	ELECTED OFFICIALS DEFINED		
318701	10/14/2022	Accounts Payable	CONTRIBUTION RETIREMENT	\$15,085.98	
318702	10/14/2022	Accounts Payable	ELECTED OFFICIALS RETIREMENT		
318703	10/14/2022	Accounts Payable	PLAN		
318704	10/14/2022	Accounts Payable	EORP LEGACY	\$14,317.10	
318705	10/14/2022	Accounts Payable	FABER AND BRAND LLC	\$65.37	\$65.37
318706	10/14/2022	Accounts Payable	FIDUCIARY TRUST COMPANY OF	\$437.50	\$437.50
318707	10/14/2022	Accounts Payable	NEW HAMPSHIRE		
318708	10/14/2022	Accounts Payable	FRATERNAL ORDER OF POLICE	\$157.44	\$157.44
318709	10/14/2022	Accounts Payable	GILSBAR FSA	\$1,708.35	\$1,708.35
318710	10/14/2022	Accounts Payable	GILSBAR HSA	\$3,287.89	\$3,287.89
318711	10/14/2022	Accounts Payable	JP MORGAN CHASE DOR	\$31,360.65	\$31,360.65
318712	10/14/2022	Accounts Payable	JP MORGAN CHASE FEDERAL TAX	\$87,895.28	\$87,895.28
318713	10/14/2022	Accounts Payable	JP MORGAN CHASE FICA EE	\$68,910.23	\$68,910.23
318714	10/14/2022	Accounts Payable	JP MORGAN CHASE FICA ER	\$68,929.37	\$68,929.37
318715	10/14/2022	Accounts Payable	JP MORGAN CHASE MEDICARE EE	\$16,267.65	\$16,267.65
318716	10/14/2022	Accounts Payable	JP MORGAN CHASE MEDICARE ER	\$16,272.13	\$16,272.13
318717	10/14/2022	Accounts Payable	METLIFE	\$400.00	\$400.00
318718	10/14/2022	Accounts Payable	MODERN WOODMEN OF AMERICA	\$7.17	
318719	10/14/2022	Accounts Payable	NATIONWIDE RETIREMENT	\$4,343.16	\$4,343.16
318720	10/14/2022	Accounts Payable	SOLUTIONS		
318721	10/14/2022	Accounts Payable	NATIONWIDE RETIREMENT	\$3,990.00	\$3,990.00
318722	10/14/2022	Accounts Payable	SOLUTIONS		
318723	10/14/2022	Accounts Payable	NATIONWIDE TRUST Co FBO NRS	\$8,437.71	
318724	10/14/2022	Accounts Payable	NORTHERN ARIZONA LAW	\$595.00	\$595.00
318725	10/14/2022	Accounts Payable	ENFORCEMENT ASSOC		
318726	10/14/2022	Accounts Payable	PUBLIC SAFETY PERSONNEL	\$17,784.92	\$17,784.92
318727	10/14/2022	Accounts Payable	RETIREMENT SYSTEM		
318728	10/14/2022	Accounts Payable	SECURITY BENEFIT GROUP	\$2,368.33	\$2,368.33
318729	10/14/2022	Accounts Payable	SUPPORT PAYMENT	\$2,357.52	\$2,357.52
318730	10/14/2022	Accounts Payable	CLEARINGHOUSE		
318731	10/14/2022	Accounts Payable	WI SCTF	\$265.97	\$265.97
318732	10/17/2022	Accounts Payable	State of Arizona	\$30.00	
318733	10/17/2022	Accounts Payable	A Foreign Language Service	\$170.00	\$170.00

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318721	10/17/2022	Accounts Payable	Arizona Local Government Employee	\$514,717.92	\$514,717.92
318722	10/17/2022	Accounts Payable	Arizona Public Service	\$503.02	\$503.02
318723	10/17/2022	Accounts Payable	Bulman Miles Funeral Services	\$2,920.00	\$2,920.00
318724	10/17/2022	Accounts Payable	CenturyLink	\$1,254.73	\$1,254.73
318725	10/17/2022	Accounts Payable	Channell, Regina	\$300.00	\$300.00
318726	10/17/2022	Accounts Payable	Cobre Valley Publishing	\$409.20	\$409.20
318727	10/17/2022	Accounts Payable	County of Yavapai	\$18,200.00	\$18,200.00
318728	10/17/2022	Accounts Payable	Dell Marketing LP	\$1,928.99	\$1,928.99
318729	10/17/2022	Accounts Payable	Dixon Rock & Materials LLC	\$6,720.00	\$6,720.00
318730	10/17/2022	Accounts Payable	Gila County Government	\$108.79	\$108.79
318731	10/17/2022	Accounts Payable	Gisela Valley Community Affairs	\$25.00	\$25.00
318732	10/17/2022	Accounts Payable	HLP, Inc.	\$8.05	\$8.05
318733	10/17/2022	Accounts Payable	Hounshell, Richard	\$150.00	\$150.00
318734	10/17/2022	Accounts Payable	Humane Society of Central Arizona	\$369.12	\$369.12
318735	10/17/2022	Accounts Payable	Keefe Group LLC	\$470.40	
318736	10/17/2022	Accounts Payable	Kenz & Leslie of Arizona, Inc.	\$335.89	\$335.89
318737	10/17/2022	Accounts Payable	Melvin, Cathy	\$501.21	\$501.21
318738	10/17/2022	Accounts Payable	Messinger Payson Funeral Home	\$894.01	\$894.01
318739	10/17/2022	Accounts Payable	O'Driscoll, Michael, J	\$449.46	\$449.46
318740	10/17/2022	Accounts Payable	ODP Business Solutions, LLC	\$14.65	\$14.65
318741	10/17/2022	Accounts Payable	Optimum (B2B Dept 1264)	\$2,580.41	\$2,580.41
318742	10/17/2022	Accounts Payable	Optimum (B2B Dept 1264)	\$146.58	\$146.58
318743	10/17/2022	Accounts Payable	Payson Concrete & Materials, Inc.	\$206.76	\$206.76
318744	10/17/2022	Accounts Payable	PEARSON, ZACKARY	\$548.77	\$548.77
318745	10/17/2022	Accounts Payable	Pinal County	\$20,473.00	
318746	10/17/2022	Accounts Payable	Rosales, Christian	\$569.12	\$569.12
318747	10/17/2022	Accounts Payable	Samaritan Veterinary Center	\$52.00	\$52.00
318748	10/17/2022	Accounts Payable	Sanders Family Transport	\$3,825.00	\$3,825.00
318749	10/17/2022	Accounts Payable	Senergy Petroleum	\$31,833.66	\$31,833.66
318750	10/17/2022	Accounts Payable	State of Arizona	\$20.00	\$20.00
318751	10/17/2022	Accounts Payable	T-Mobile USA Inc.	\$66.06	\$66.06
318752	10/17/2022	Accounts Payable	THE ARIZONA REPUBLIC	\$66.83	
318753	10/17/2022	Accounts Payable	The Master's Touch, LLC	\$308.28	\$308.28
318754	10/17/2022	Accounts Payable	The University of Arizona	\$17,500.00	\$17,500.00

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318755	10/17/2022	Accounts Payable	Tioga Solor Gila, LLC	\$4,460.93	\$4,460.93
318756	10/17/2022	Accounts Payable	Tyler Technologies, Inc.	\$908.74	\$908.74
318757	10/17/2022	Accounts Payable	Uline, Inc	\$136.32	\$136.32
318758	10/17/2022	Accounts Payable	UniFirst Corporation	\$229.01	\$229.01
318759	10/17/2022	Accounts Payable	Weagant Law Offices PLC	\$3,000.00	\$3,000.00
318760	10/17/2022	Accounts Payable	VES Professional Services LLC	\$8.00	\$8.00
318761	10/19/2022	Accounts Payable	Arizona Public Service	\$4,295.56	\$4,295.56
318762	10/19/2022	Accounts Payable	Arizona Water Company	\$207.83	\$207.83
318763	10/19/2022	Accounts Payable	Atomic Pest Control LLC	\$50.00	\$50.00
318764	10/19/2022	Accounts Payable	CBI Security Service	\$74,115.79	\$74,115.79
318765	10/19/2022	Accounts Payable	CenturyLink	\$756.61	\$756.61
318766	10/19/2022	Accounts Payable	CenturyLink Business Services	\$316.76	
318767	10/19/2022	Accounts Payable	Cobre Valley Publishing	\$40.00	\$40.00
318768	10/19/2022	Accounts Payable	Cummings, Tina	\$97.84	\$97.84
318769	10/19/2022	Accounts Payable	DJ's Companies, Inc.	\$200.00	\$200.00
318770	10/19/2022	Accounts Payable	Election Systems & Software, LLC	\$1,439.50	\$1,439.50
318771	10/19/2022	Accounts Payable	ENVY RESTORATION INC	\$7,552.93	
318772	10/19/2022	Accounts Payable	FedEx	\$33.87	\$33.87
318773	10/19/2022	Accounts Payable	Haverland, Mike , Lance	\$97.50	\$97.50
318774	10/19/2022	Accounts Payable	ICS Jail Supplies Inc	\$2,125.00	\$2,125.00
318775	10/19/2022	Accounts Payable	JaLin Enterprises Inc.	\$712.32	\$712.32
318776	10/19/2022	Accounts Payable	KMOG Radio	\$200.00	
318777	10/19/2022	Accounts Payable	Little , Dorathy, A	\$87.22	\$87.22
318778	10/19/2022	Accounts Payable	Maxim Healthcare Staffing Services, Inc.	\$3,240.00	\$3,240.00
318779	10/19/2022	Accounts Payable	MCI Communication Services, Inc.	\$37.01	\$37.01
318780	10/19/2022	Accounts Payable	Payson Roundup Newspaper	\$230.45	\$230.45
318781	10/19/2022	Accounts Payable	Ripple , Denice	\$1,419.80	\$1,419.80
318782	10/19/2022	Accounts Payable	Service Plus	\$751.84	
318783	10/19/2022	Accounts Payable	Sheppard, Marian, E	\$594.00	\$594.00
318784	10/19/2022	Accounts Payable	Skaggs Public Safety Uniforms & Equipment	\$151.60	\$151.60
318785	10/19/2022	Accounts Payable	Southwest Gas	\$51.27	\$51.27
318786	10/19/2022	Accounts Payable	Southwest Gas	\$156.85	\$156.85
318787	10/19/2022	Accounts Payable	Sparklight	\$531.88	\$531.88
318788	10/19/2022	Accounts Payable	Sparky & Sons Electric	\$5,200.00	\$5,200.00

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318789	10/19/2022	Accounts Payable	State of Arizona	\$1,910.00	
318790	10/19/2022	Accounts Payable	Switzer, Karolyn	\$105.00	\$105.00
318791	10/19/2022	Accounts Payable	TDS Telecom	\$319.83	\$319.83
318792	10/19/2022	Accounts Payable	Town of Winkelman	\$1,000.00	
318793	10/19/2022	Accounts Payable	UniFirst Corporation	\$33.74	\$33.74
318794	10/19/2022	Accounts Payable	VERIZON WIRELESS	\$23,095.63	\$23,095.63
318795	10/19/2022	Accounts Payable	Waters Sparkletts of Payson, LLC	\$7.50	\$7.50
318796	10/20/2022	Accounts Payable	Superior Environmental Solutions, Inc.	\$2,705.00	
318797	10/24/2022	Accounts Payable	Advanced Controls Corporation	\$490.00	\$490.00
318798	10/24/2022	Accounts Payable	Arizona Freelance Interpreting Services	\$450.00	\$450.00
318799	10/24/2022	Accounts Payable	Arizona State Prison Globe	\$495.00	
318800	10/24/2022	Accounts Payable	Arizona Supreme Court	\$3,740.00	\$3,740.00
318801	10/24/2022	Accounts Payable	Arizona Water Company	\$66.47	\$66.47
318802	10/24/2022	Accounts Payable	Carahsoft Technology Corporation	\$0.56	\$0.56
318803	10/24/2022	Accounts Payable	CenturyLink	\$571.54	\$571.54
318804	10/24/2022	Accounts Payable	Channell, Regina	\$300.00	\$300.00
318805	10/24/2022	Accounts Payable	Cobre Valley Regional Medical Center	\$134.00	\$134.00
318806	10/24/2022	Accounts Payable	Collins & Collins, Attorneys At Law, LLP	\$8,654.00	
318807	10/24/2022	Accounts Payable	Copper State Sanitation, Inc	\$1,160.00	\$1,160.00
318808	10/24/2022	Accounts Payable	CRM of America LLC	\$1,365.10	\$1,365.10
318809	10/24/2022	Accounts Payable	Digital Imaging Systems, LLC	\$176.86	\$176.86
318810	10/24/2022	Accounts Payable	Dooly, Larry, A	\$82.17	
318811	10/24/2022	Accounts Payable	EarthQuest Plumbing & Pumping LLC	\$4,318.56	\$4,318.56
318812	10/24/2022	Accounts Payable	Family Transitions	\$3,000.00	\$3,000.00
318813	10/24/2022	Accounts Payable	Gila County Government	\$20,000.00	\$20,000.00
318814	10/24/2022	Accounts Payable	Healthcare Medical Waste Services, Inc.	\$162.63	\$162.63
318815	10/24/2022	Accounts Payable	Jani-Serv, Inc	\$14,445.70	\$14,445.70
318816	10/24/2022	Accounts Payable	Kachina Properties	\$1,000.00	\$1,000.00
318817	10/24/2022	Accounts Payable	Messinger Payson Funeral Home	\$1,367.34	\$1,367.34
318818	10/24/2022	Accounts Payable	MinuteMan Press	\$364.55	\$364.55
318819	10/24/2022	Accounts Payable	Payson Homeless & Homeless Veterans	\$25,000.00	\$25,000.00
318820	10/24/2022	Accounts Payable	Printing By George	\$818.48	\$818.48
318821	10/24/2022	Accounts Payable	Quadient Leasing USA, Inc.	\$231.68	
318822	10/24/2022	Accounts Payable	Rutledge , Adrien	\$12.37	\$12.37

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318823	10/24/2022	Accounts Payable	Samaritan Veterinary Center	\$125.00	\$125.00
318824	10/24/2022	Accounts Payable	San Diego Police Equipment Co Inc	\$1,193.19	\$1,193.19
318825	10/24/2022	Accounts Payable	Senergy Petroleum	\$14,752.10	\$14,752.10
318826	10/24/2022	Accounts Payable	SHULTS, JASMINE	\$150.00	\$150.00
318827	10/24/2022	Accounts Payable	Sparkletts Water	\$1,112.00	\$1,112.00
318828	10/24/2022	Accounts Payable	State of Arizona	\$10,773.00	\$10,773.00
318829	10/24/2022	Accounts Payable	SWANSON SERVICES CORPORATION	\$1,999.20	
318830	10/24/2022	Accounts Payable	The Susser Law Firm PLLC	\$1,000.00	\$1,000.00
318831	10/24/2022	Accounts Payable	Town of Payson	\$7,712.00	\$7,712.00
318832	10/24/2022	Accounts Payable	UniFirst Corporation	\$180.03	\$180.03
318833	10/24/2022	Accounts Payable	Vaishville, Denise, R	\$416.75	
318834	10/26/2022	Accounts Payable	Alexander Legal LLC	\$5,754.00	\$5,754.00
318835	10/26/2022	Accounts Payable	Alliant Arizona Propane, LLC	\$303.33	\$303.33
318836	10/26/2022	Accounts Payable	Arizona Elite Commercial	\$4,949.19	\$4,949.19
318837	10/26/2022	Accounts Payable	Arizona Public Service	\$1,790.83	\$1,790.83
318838	10/26/2022	Accounts Payable	Arizona Sheriff's Association	\$2,642.00	
318839	10/26/2022	Accounts Payable	Arizona State Prison Globe	\$195.00	
318840	10/26/2022	Accounts Payable	Arizona Water Company	\$285.41	\$285.41
318841	10/26/2022	Accounts Payable	AT&T	\$11.11	
318842	10/26/2022	Accounts Payable	Atomic Pest Control LLC	\$77.00	\$77.00
318843	10/26/2022	Accounts Payable	Belling , Maryn	\$116.95	\$116.95
318844	10/26/2022	Accounts Payable	CenturyLink	\$958.30	\$958.30
318845	10/26/2022	Accounts Payable	CenturyLink Business Services	\$15,881.92	\$15,881.92
318846	10/26/2022	Accounts Payable	City of Globe	\$135.20	\$135.20
318847	10/26/2022	Accounts Payable	Dell Marketing LP	\$49,556.40	\$49,556.40
318848	10/26/2022	Accounts Payable	Dixon Rock & Materials LLC	\$6,720.00	\$6,720.00
318849	10/26/2022	Accounts Payable	Election Systems & Software, LLC	\$433.76	\$433.76
318850	10/26/2022	Accounts Payable	Engler, Donald , Bryan	\$26.23	
318851	10/26/2022	Accounts Payable	Fiesta Business Products	\$678.52	\$678.52
318852	10/26/2022	Accounts Payable	FX Tactical LLC	\$233.50	\$233.50
318853	10/26/2022	Accounts Payable	Haverland, Mike , Lance	\$97.50	\$97.50
318854	10/26/2022	Accounts Payable	JaLin Enterprises Inc.	\$890.40	\$890.40
318855	10/26/2022	Accounts Payable	Jani-Serv, Inc	\$9,504.38	\$9,504.38
318856	10/26/2022	Accounts Payable	John S. Perlman	\$1,907.50	

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318857	10/26/2022	Accounts Payable	Kimley-Horn & Associates, Inc.	\$3,500.00	\$3,500.00
318858	10/26/2022	Accounts Payable	Konica Minolta Business Solutions	\$240.29	\$240.29
318859	10/26/2022	Accounts Payable	Microage	\$4,256.20	\$4,256.20
318860	10/26/2022	Accounts Payable	MTE Communications	\$326.05	\$326.05
318861	10/26/2022	Accounts Payable	ODP Business Solutions, LLC	\$31.13	\$31.13
318862	10/26/2022	Accounts Payable	Payson Senior Center Inc	\$6,929.03	\$6,929.03
318863	10/26/2022	Accounts Payable	Pleasant Valley Community Medical	\$600.00	
318864	10/26/2022	Accounts Payable	Quality Pumping	\$233.01	\$233.01
318865	10/26/2022	Accounts Payable	Southwest Gas	\$165.72	\$165.72
318866	10/26/2022	Accounts Payable	Sparkletts Water	\$127.00	
318867	10/26/2022	Accounts Payable	SPOK, Inc.	\$16.17	\$16.17
318868	10/26/2022	Accounts Payable	SWANSON SERVICES CORPORATION	\$705.60	
318869	10/26/2022	Accounts Payable	TDS Telecom	\$424.62	\$424.62
318870	10/26/2022	Accounts Payable	Thomson Reuters West	\$231.43	
318871	10/26/2022	Accounts Payable	Tonto Basin Chamber of Commerce	\$25.00	
318872	10/26/2022	Accounts Payable	Traffic Safety, Inc.	\$38,020.68	\$38,020.68
318873	10/26/2022	Accounts Payable	UniFirst Corporation	\$219.49	\$219.49
318874	10/26/2022	Accounts Payable	Waters Sparkletts of Payson, LLC	\$81.50	
318876	10/28/2022	Accounts Payable	AMERICAN FAMILY LIFE ASSURANCE	\$3,315.69	
318877	10/28/2022	Accounts Payable	ARIZONA LOCAL GOVT EMPLOYEE	\$252,051.67	\$252,051.67
318878	10/28/2022	Accounts Payable	ARIZONA STATE RETIREMENT	\$193,566.53	\$193,566.53
318879	10/28/2022	Accounts Payable	AZCOPS	\$13.50	
318880	10/28/2022	Accounts Payable	CHILD SUPPORT SERVICES	\$252.11	\$252.11
318881	10/28/2022	Accounts Payable	COLONIAL SUPPLEMENTAL	\$4,194.19	
318882	10/28/2022	Accounts Payable	CORP - AOC	\$20,175.75	
318883	10/28/2022	Accounts Payable	CORP - DISPATCHER	\$469.81	
318884	10/28/2022	Accounts Payable	CORP Cancer Insurance Program	\$50.00	
318885	10/28/2022	Accounts Payable	CORRECTIONS OFFICER	\$7,198.98	
318886	10/28/2022	Accounts Payable	ELECTED OFFICIALS DEFINED	\$53.22	
318887	10/28/2022	Accounts Payable	ELECTED OFFICIALS RETIREMENT	\$10,749.03	
318888	10/28/2022	Accounts Payable	EMPLOYEE LEGACY	\$14,155.36	
318889	10/28/2022	Accounts Payable	FABER AND BRAND LLC	\$65.37	
318890	10/28/2022	Accounts Payable	FIDUCIARY TRUST COMPANY OF	\$437.50	
318891	10/28/2022	Accounts Payable	FRATERNAL ORDER OF POLICE	\$157.44	

Payment Register

From Payment Date: 10/1/2022 - To Payment Date: 10/31/2022

318892	10/28/2022	Accounts Payable	GILSBAR FSA	\$1,625.01	\$1,625.01
318893	10/28/2022	Accounts Payable	GILSBAR HSA	\$3,287.89	\$3,287.89
318894	10/28/2022	Accounts Payable	JP MORGAN CHASE DOR	\$31,550.58	\$31,550.58
318895	10/28/2022	Accounts Payable	JP MORGAN CHASE FEDERAL TAX	\$87,196.65	\$87,196.65
318896	10/28/2022	Accounts Payable	JP MORGAN CHASE FICA EE	\$69,058.79	\$69,058.79
318897	10/28/2022	Accounts Payable	JP MORGAN CHASE FICA ER	\$69,095.08	\$69,095.08
318898	10/28/2022	Accounts Payable	JP MORGAN CHASE MEDICARE EE	\$16,311.02	\$16,311.02
318899	10/28/2022	Accounts Payable	JP MORGAN CHASE MEDICARE ER	\$16,311.02	\$16,311.02
318900	10/28/2022	Accounts Payable	METLIFE	\$400.00	\$400.00
318901	10/28/2022	Accounts Payable	MODERN WOODMEN OF AMERICA	\$7.17	
318902	10/28/2022	Accounts Payable	NATIONWIDE RETIREMENT SOLUTIONS	\$4,343.16	
318903	10/28/2022	Accounts Payable	NATIONWIDE RETIREMENT SOLUTIONS	\$3,355.00	
318904	10/28/2022	Accounts Payable	NATIONWIDE TRUST Co FBO NRS	\$8,246.99	
318905	10/28/2022	Accounts Payable	NORTHERN ARIZONA LAW ENFORCEMENT ASSOC	\$595.00	
318906	10/28/2022	Accounts Payable	PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM	\$19,105.20	
318907	10/28/2022	Accounts Payable	SECURITY BENEFIT GROUP	\$2,368.33	
318908	10/28/2022	Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	\$2,357.52	\$2,357.52
318909	10/28/2022	Accounts Payable	WI SCTF	\$265.97	\$265.97
318910	10/28/2022	Accounts Payable	Antonio, Marcia , Lynn	\$160.00	
318911	10/28/2022	Accounts Payable	Arizona State Prison Globe	\$375.00	
318912	10/28/2022	Accounts Payable	Burnette , Vino	\$1,200.94	
318913	10/28/2022	Accounts Payable	Canchola, Therese, C	\$69.42	\$69.42
318914	10/28/2022	Accounts Payable	Castaneda, John, D	\$152.19	
318915	10/28/2022	Accounts Payable	CenturyLink	\$374.21	
318916	10/28/2022	Accounts Payable	Channell, Regina	\$300.00	\$300.00
318917	10/28/2022	Accounts Payable	City of Globe	\$2,100.00	\$2,100.00
318918	10/28/2022	Accounts Payable	Cobre Valley Publishing	\$75.25	\$75.25
318919	10/28/2022	Accounts Payable	Comfort Systems USA (Southwest) Inc	\$307.50	\$307.50
318920	10/28/2022	Accounts Payable	Debrigida Law Offices PLLC	\$9,000.00	\$9,000.00
318921	10/28/2022	Accounts Payable	Griffin, Darryl, W	\$380.95	\$380.95
318922	10/28/2022	Accounts Payable	Henderson, Melissa, F	\$146.49	\$146.49
318923	10/28/2022	Accounts Payable	Johnston, Sherwood	\$80.99	\$80.99
318924	10/28/2022	Accounts Payable	Jonathan L. Warshaw	\$129.60	
318925	10/28/2022	Accounts Payable	Law, Dallin, D	\$650.00	\$650.00

Payment Register

From Payment Date: 10/1/2022 - To Payment Date: 10/31/2022

318926	10/28/2022	Accounts Payable	ODP Business Solutions, LLC	\$654.60	\$654.60
318927	10/28/2022	Accounts Payable	OffenderWatch	\$45.00	
318928	10/28/2022	Accounts Payable	Payson Roundup Newspaper	\$518.52	
318929	10/28/2022	Accounts Payable	Pitney Bowes Global Financial Services, LLC	\$160.05	
318930	10/28/2022	Accounts Payable	Pitney Bowes Global Financial Services, LLC	\$320.10	
318931	10/28/2022	Accounts Payable	R&S Northeast LLC	\$0.20	\$0.20
318932	10/28/2022	Accounts Payable	Ripple , Denice	\$97.66	\$97.66
318933	10/28/2022	Accounts Payable	Rives, Larry, Leroy	\$941.20	\$941.20
318934	10/28/2022	Accounts Payable	Rutherford, Nancy, Kay	\$36.07	\$36.07
318935	10/28/2022	Accounts Payable	Safe Restraints, Inc.	\$2,473.12	
318936	10/28/2022	Accounts Payable	Sparkletts Water	\$56.00	
318937	10/28/2022	Accounts Payable	Sparklight	\$233.43	
318938	10/28/2022	Accounts Payable	Stanley Convergent Security Solutions	\$1,545.49	
318939	10/28/2022	Accounts Payable	Superstition Fire Protection	\$3,330.00	
318940	10/28/2022	Accounts Payable	UniFirst Corporation	\$98.13	
318941	10/28/2022	Accounts Payable	VERIZON WIRELESS	\$1,535.33	
318942	10/28/2022	Accounts Payable	Wilson Investigative Services	\$1,200.00	\$1,200.00
318943	10/28/2022	Accounts Payable	Yanez, Karen, J	\$69.42	\$69.42
318944	10/28/2022	Accounts Payable	Zions First National Bank	\$8,063.83	\$8,063.83
Type Check Totals: 491 Transactions				\$4,458,541.88	\$4,225,925.06

JP Morgan AP - JP Morgan Accounts Payable Totals

Status	Count	Transaction Amount	Reconciled Amount
Open	82	\$232,616.82	\$0.00
Reconciled	409	\$4,225,925.06	\$4,225,925.06
Stopped	0	\$0.00	\$0.00
Total	491	\$4,458,541.88	\$4,225,925.06

Status	Count	Transaction Amount	Reconciled Amount
Open	82	\$232,616.82	\$0.00
Reconciled	409	\$4,225,925.06	\$4,225,925.06
Stopped	0	\$0.00	\$0.00
Total	491	\$4,458,541.88	\$4,225,925.06

Grand Totals:

Payment Register

From Payment Date: 10/1/2022 - To Payment Date: 10/31/2022

Status	Count	Transaction Amount	Reconciled Amount
Open	82	\$232,616.82	\$0.00
Reconciled	409	\$4,225,925.06	\$4,225,925.06
Stopped	0	\$0.00	\$0.00
Total	491	\$4,458,541.88	\$4,225,925.06

Status	Count	Transaction Amount	Reconciled Amount
Open	82	\$232,616.82	\$0.00
Reconciled	409	\$4,225,925.06	\$4,225,925.06
Stopped	0	\$0.00	\$0.00
Total	491	\$4,458,541.88	\$4,225,925.06

Payment Register

From Payment Date: 10/1/2022 - To Payment Date: 10/31/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount
JP Morgan AP - JP Morgan Accounts Payable							
<u>Check</u>							
318533	10/04/2022	Voided/Reissued	Wrong Address	10/20/2022	Accounts Payable	Superior Environmental Solutions, Inc.	\$2,705.00
318685	10/13/2022	Voided	Ach Direct Deposit	10/13/2022	Accounts Payable	JP MORGAN CHASE ACH DEPOSIT	\$754,511.42
318875	10/27/2022	Voided	Ach Direct Deposit	10/27/2022	Accounts Payable	JP MORGAN CHASE ACH DEPOSIT	\$760,210.45
Type Check Totals:					3 Transactions		<u>\$1,517,426.87</u>
JP Morgan AP - JP Morgan Accounts Payable Totals							

ARF-7670

Consent Agenda Item 4. G.

Regular BOS Meeting

Meeting Date: 11/15/2022

Reporting Period: Report for County Manager Approved Contracts Under \$50,000 for the month of October

Submitted For: Mary Springer, Finance Director

Submitted By: Stacey Espinoza, Administrative Assistant

Information

Subject

Report for County Manager approved contracts under \$50,000.00 for the month of October 2022

Suggested Motion

Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the month of October 2022.

Attachments

County Manager Under \$50K for October

Contract 220105 with US Imaging

Service Agreement No. 081022 with Earthquest Plumbing, Inc.

Maintenance Services Contract 20J-POA-0129 with Pacific Office Automation

Amendment No. 2 to Contract No. 081121 with BMS CAT of Arizona, LLC

Amendment No. 1 to Contract Agreement NCPA No. 02-127 with Comfort Systems USA, Inc.

Contract Agreement CTR058876 with Kimley-Horn & Associates

Contract Agreement YH19-0001 with Mercy Care

Service Agreement No. 101222

Contracts Under \$50,000 Signed by
the County Manager for the month of
October 2022

Vendor	Contract Number	Amount	Contract Term	Summary	Contract Options	Contract Cumulative
US Imaging	Contract 220105	\$ 2,974.70	9/24/2022 - 9/1/2024	US Imaging no longer carries microfiche. Staff needs to update the contract to reflect the change to the M-Disc	New, no renewals	\$ 2,974.70
Earthquest Plumbing, Inc.	Service Agreement No. 081022	\$ 45,000.00	10/5/2022 - 10/4/2023	Contractor will provide plumbing and septic service to Southern Gila County and Community Services. County maintenance does not always have the expertise to handle plumbing repairs or emergencies	Contract allows original term beginning 10/5/2022 through 10/4/2023 with three additional one year renewal periods	\$ 45,000.00
Pacific Office Automation	Mohave 201-POA-0129	\$ 13,500.00	10/5/2022 - 9/21/2027	Department needs an industrial printer that will be able to handle the 30000 plus affidavits that are printed per election	New, no renewals	Minimim Quarterly Payment \$225.00 with a term of 60 months = \$13,500.00
BMS CAT of Arizona	Amendment No. 2 to Contract Agreement 081121	\$ 23,335.00	9/8/2021 - 12/31/2022	Amendment No. 2 will serve to extend the contract end date to December 31, 2022 due to the needed time to complete the project. The purpose of this repair project is, health and safety but not limited to, repair window, paint house, remove and replace shingle roof, remove stone chimney, replace fascia, install new wire in gable vents, install gutters, remove/replace porch, install porch light, upgrade electrical panel, repair/replace electrical outlets, repair/replace bedroom light address the lead report to a positive report	New, no renewals	Original Contract - \$23,335.00; Amendment No. 1 - \$23,335.00; Amendment No. 2 - \$23,335.00
Comfort Systems, USA, Inc.	Amendment No. 1 to Contract Agreement NCPA No. 02-127	\$ 12,288.00	8/18/2022 - 6/30/2023	Amendment No. 1 will serve to extend the term of the contract to June 30, 2023, due to the needed time to receive the units. 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. All other terms, conditions and provisions of the original contract, shall remain the same and apply during the August 18, 2022, to June 30, 2023	New, no renewals	Original Contract - \$12,288.00; Amendment No. 1 - \$12,288.00
Kimley-Horn & Associates	State Contract CTR058876	\$ 18,524.00	10/12/2022 - 6/30/2023	Services necessary to complete Section 404 Non-Notify NWP No. 14 Compliance Documentation for Walnut Springs Blvd Concrete Box Culvert	New, no renewals	\$ 18,524.00
Mercy Care	Coordination of Care Agreement YH19-0001	N/A	10/1/2022 - 9/30/2023	Agreement to establish a collaborative protocol for effective communication, coordination and continuity of care for adults and children eligilbe for services provided by the agency who are under the supervision of Gila County Probation	Contract allows original term beginning 10/1/2022 through 9/30/2023 with four additional one year renewal periods	N/A
Convenient Mobile Service, LLC	Service Agreement No. 101222	\$ 14,001.26	10/18/2022 - 1/15/2023	Area of parking lot between the Copper Building and the Dispatch building is damaged and poses a safety hazard, area needs to be repaired	New, no renewals	\$ 14,001.26

ms

EXECUTIVE SUMMARY

Contract Name: Archive Digital Images to M-Disc

Contract No.: 220105

Statement of Purpose and Need (3-5 Sentences) UA Imaging no longer carries microfiche. Staff needs to update the contract to reflect the change to the M-Disc

Contract End Date: 09-24-22 to 09-01-24

Renewal Option: ☐ Yes

☒ No

Maximum Dollar Limit: \$2,974.70

Contract Information

Firm Name: US Imaging

Contact Person: Rhonda Olson

Address: 400 S, Franklin St.

Phone No: _____

City: Saginaw

State: MI 48607

Fax: _____

Email: rolson@us-imaging.com

General Fund/Recorder/Printing and microfilming
Fund: Printing

Fund Code: 1005. 120.4270.20

Type of Funds: ☐ Restricted
☐ Grant
☐ General Fund
☐ Other

Date Sent for Legal Review: _____

Date Returned: _____

Special Notes:

Quote to

Archive Digital Images to M-DISC

Presented to

**Gila County Recorder
1400 E. Ash Street
Globe, AZ 85501**

Presented by

**US Imaging, Inc.
400 S. Franklin St.
Saginaw, MI 48607**
www.us-imaging.com

Rhonda Olson
Northern Account Manager
rolson@us-imaging.com
(989) 928-1559

August 31, 2022



August 31, 2022

Charlotte Williams
Gila County Chief Deputy Recorder
1400 East Ash Street
Globe, AZ 85501

US Imaging is pleased to submit the following quote to provide secure backup media and storage for Gila County. It has been our pleasure to be your current provider for these services for the past several years.

We appreciate the opportunity to present our services and look forward to working with you. If you have any questions, please call (989) 928-1559 or e-mail rolson@us-imaging.com

Sincerely,

A handwritten signature in black ink that reads "Rhonda Olson". The signature is written in a cursive, flowing style.

Rhonda Olson
Northern Account Manager
US Imaging, Inc.

400 S. Franklin Street, Saginaw, MI 48607
Phone: (989) 753-7933 • Fax: (800) 517-4293

IMAGE TRANSFER:

The County will FTP a directory of images to US Imaging at least once per year on their secured FTP server.

DIGITAL IMAGES BACKED UP TO 100GB M-DISC DVD's: (3/1/22 – 8/31/24)

Since magnetic hard drives have a life expectancy of only 7 years and Land Records require a permanent retention period, we offer to archive your digital images to 100GB M-DISC DVD's that store data by physically etching bits into a carbon layer. NASA and the U.S. Navy have performed accelerated age testing that estimates M-DISCs to deliver a life expectancy of 1,000 years. Our service allows you to digitize your own records with low cost digital scanners and backup the digital images to a permanent secure media.

- Digital images can become corrupt during the copy or FTP process. Corrupt files have a valid name, date, and byte size however, the image may not open and display properly during the archiving process. US Imaging utilizes a software program to open 100% of the files received to guarantee that they are not corrupt and will display properly. If corrupt images are discovered, we will request a new image from the County.
- US Imaging will review the digital images for sequential Document Number to make certain no files are missing. If missing files are discovered, we will request a new file from the County.
- US Imaging estimates that one DVD would be required for each year archived. Images will be formatted and burned to M-DISC DVD in triplicate. One DVD will be stored in our secured vault and maintain a temperature of 65 degrees or cooler with 30-40% humidity. The other two DVDs will be shipped to the County.
- M-DISC DVDs will be labeled with the Document Number and Date ranges.

In the event of questions regarding your digital images, please contact:

Lab Manager

Jody Roach

989-753-7933

jroach@us-imaging.com

Available Monday-Thursday

MSRP FEES:

All Pricing is Valid through September 1, 2024

<u>Permanent Security Backup and Storage</u>	<u>Price</u>	<u>UOM</u>
Per Image to Verify & Format for M-Disc	\$0.01	Image
100GB M-DISC DVD with Copying & Labeling	\$60.00	DVD
15" Storage Box w/ Label & Tracking (One Time Fee)	\$6.00	Box
Annual Storage Fee	\$6.00	Box

*Images will be archived annually to disc(s) and added to the off-site storage box maintained at US Imaging. If the County desires additional backup discs, they will be shipped to their office for on-site storage. Shipping will be charged at the UPS ground rate at the time of shipment.

ESTIMATED FEES:

Permanent Security Backup		TIPS			
250,000 Images	@ \$0.01	\$0.0095	Per Image to Verify & Format for M-Disc	=	\$2,375.00
3 DVDs	@ \$60.00	\$57.00	Per M-DISC DVD with Copying & Labeling (3/01/2022 - 8/31/2022)	=	\$171.00
3 DVDs	@ \$60.00	\$57.00	Per M-DISC DVD with Copying & Labeling (9/01/2022 - 8/31/2023)	=	\$171.00
3 DVDs	@ \$60.00	\$57.00	Per M-DISC DVD with Copying & Labeling (9/01/2022 - 8/31/2023)	=	\$171.00 99.6%
3 Shipments	@ \$25.00		Per Shipment to Transport M-DISC DVDs to County	=	\$75.00 \$2,963.00
Annual Storage					
1 Box	@ \$6.00	\$5.70	Per 15" Storage Box with Label & Tracking (One Time Fee)	=	\$5.70
1 Box	@ \$6.00	\$3.00	Per 15" Box, Annual Storage (9/01/2022 - 8/31/2023)	=	\$3.00 0.4%
1 Box	@ \$6.00	\$3.00	Per 15" Box, Annual Storage (9/01/2023 - 8/31/2024)	=	\$3.00 \$11.70
Total Estimated Investment				=	<u>\$2,974.70</u>

ACCEPTANCE AND AUTHORIZATION:

Invoices will be issued upon the completion of each project.

All images are the exclusive property of the County. US Imaging will not reproduce or distribute Gila County images to any other entity except Gila County.

Gila County may designate acceptance of this proposal by signature of a duly authorized officer of the Company. Total costs for initial implementation and ongoing costs have been described herein.

In exchange for products and services outlined in this proposal, Gila County agrees to pay US Imaging, Inc., the total amount due within 30 days from the date of invoice.

US Imaging also reserves the right to collect monies owed in the event of nonpayment and recover any and all legal fees in addition to the unpaid balance.

Accepted by:

James Menlove
County Manager
Gila County
1400 East Ash St.
Globe, AZ 85501

Signature: 

Date: 10.5.2022

Accepted by:

Rhonda Olson
Northern Account Manager
US Imaging, INC.
400 S. Franklin Street
Saginaw, MI 48607

Signature: 

Date: September 21, 2022

SERVICE AGREEMENT NO. 081022
ON CALL PLUMBING SOUTHERN GILA COUNTY
AND COMMUNITY SERVICES

THIS AGREEMENT, made and entered into this 5th day of October, 2022, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Earthquest Plumbing, Inc., of the City of Globe, State of Arizona, hereinafter designated the Contractor.

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

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

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

Scope of Work: Refer to attached Attachment "A" to **Service Agreement 081022** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 081022** 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 081022**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

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

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

under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree.

It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

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

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

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

1. Commercial General Liability – Occurrence Form

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

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

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

2. Worker's Compensation and Employers' Liability

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

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

3. Automobile Liability

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

Combined Single Limit (CSL)	\$1,000,000
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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 a period of one year from that date, unless terminated earlier pursuant to this contract. The County shall have the sole option to renew the contract for three (3) additional one (1) year periods.

ARTICLE 16 – PAYMENT/BILLING: Contractor shall be paid an amount not to exceed \$45,000.00 for completion of the projects as outlined in the Scope of Services.

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

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

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

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

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

IN WITNESS WHEREOF, Service Agreement No. 081022 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY


James Menlove, County Manager

Date: 10-5-2028

EARTHQUEST PLUMBING, INC.


Signature

Timothy W. Hoas
Print Name

S
O
L
D

T
O

COMPANY NAME (hereinafter referred to as "Customer")
Gila County Recorder's Office
BILLING ADDRESS
1400 East Ash Street
CITY STATE ZIP
Globe, Arizona 85501
TELEPHONE
Charlotte Williams 928-402-8734
ATTENTION

COMPANY NAME
Same
SHIPPING ADDRESS
CITY STATE ZIP
() -
TELEPHONE
KEY OPERATOR

Quantity	Make	Model	Serial Number	I.D. Number	Cost/Copy Rate	Local/Network	Start Date
1	Konica Minolta	AccurioPRESS 4065c	ACC201102096	5A33612	See Below		9/21/2022

METER COLLECTION METHOD - Pacific Office Automation will charge an additional \$5 per machine per month if automated meter collection is declined.

I decline automated meter collection and will provide meters with the following:

Phone _____ EMAIL _____ FAX _____

	Image Allowance	Billing Cycle Monthly/Qtly/ Biannual/Yearly	Base Charge	Overage Charge
B&W	30,000	Quarterly	\$225.00	0.0075
Color		Quarterly in arrears, no base		0.039

Minimum Quarterly Payment (minus applicable taxes) \$225.00 Term: 60 Months

In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of Jun 30th of the last fiscal year for which funds were appropriated. Mohave member shall notify the contractor in writing of any such non-allocation of funds at the earliest possible date.

Customer Authorization

Approved by Pacific Office Automation

James Menlove C. Menlove

Adam Pritchett RVP

Signature

Title

Signature

Title

JAMES MENLOVE

10-5-2022

Adam Pritchett

9/22/2022

Print

Date

Print

Date



AMENDMENT NO. 2 TO CONTRACT NO. 081121

The following amendments are hereby incorporated into the contract documents for the below stated service:

**CONTRACT NO. 081121
HOME HH NO. 11952**

BMS CAT OF ARIZONA LLC

Effective September 8, 2021, Gila County and Stratton Builders entered into a contract whereby Stratton Builders agreed to complete Project Home HH No. 11952.

Effective October 16, 2021, BMS CAT of Arizona LLC acquired Stratton Builders. BMS CAT of Arizona LLC will complete contract for Home HH No. 11952.

Amendment No. 1 to Contract No. 081121 was executed on April 11, 2022, to amend all references to Stratton Builders, LLC to BMS CAT of Arizona LLC; and to extend the term of the contract to June 15, 2022, due to the needed time to complete the project and transition to BMS CAT of Arizona LLC.

The contract term expired on June 15, 2022, Community Services would like to extend the term of the contract to December 31, 2022, due to the needed time to complete the project.

Amendment No. 2 to Contract No. 081121 will serve to extend the term of the contract to December 31, 2022, due to the needed time to complete the project.

Consequently, the contract is amended to extend the term of the contract from September 8, 2021, to December 31, 2022, for a total contract amount of Twenty-Three Thousand Three Hundred Thirty-Five dollars and 00/100's (\$23,335.00).

All other terms and conditions of the original agreement shall remain in full force and affect during the September 8, 2021, to December 31, 2022, term of the contract.

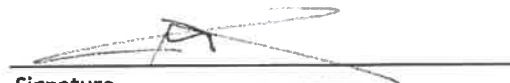
IN WITNESS WHEREOF, two (2) identical copies of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 5th day of October, 2022.

GILA COUNTY


James Menlove, County Manager

Date: 10-5-2022

BMS CAT of Arizona LLC


Signature

Max Dulzhe
Print Name



AMENDMENT NO. 1 TO CONTRACT NO. 081121

The following amendments are hereby incorporated into the contract documents for the below stated service:

CONTRACT NO. 081121

HOME HH NO. 11952

STRATTON BUILDERS, LLC (now BMS CAT of Arizona LLC)

Effective September 8, 2021, Gila County and Stratton Builders entered into a contract whereby Stratton Builders agreed to complete Project Home HH No. 11952.

Effective October 16, 2021, BMS CAT of Arizona LLC acquired Stratton Builders. BMS CAT of Arizona LLC will complete contract for Home HH No. 11952.

Amendment No. 1 to Contract No. 081121 will serve to amend all references to Stratton Builders, LLC to BMS CAT of Arizona LLC for the oil. Further, the contract term expired on October 19, 2021. Community Services would like to extend the term of the contract to June 15, 2022, due to the needed time to complete the project and transition to BMS CAT of Arizona LLC.

Consequently, the contract is amended to extend the term of the contract from September 8, 2021, to June 30, 2022, for a total contract amount of Twenty-Three Thousand Three Hundred Thirty-Five dollars and 00/100's (\$23,335.00); and amend all references to Stratton Builders, LLC to BMS CAT of Arizona LLC.

All other terms and conditions of the original agreement shall remain in full force and affect during the September 8, 2021, to June 30, 2022, term of the contract.

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 11th day of April, 2022.

GILA COUNTY

James Menlove, County Manager

Date: 4.11.2022

BMS CAT of Arizona LLC

Signature

Max Dutcher

Print Name

SERVICE AGREEMENT NO. 081221

HOME HH NO. 11970

FACILITIES MANAGEMENT

THIS AGREEMENT, made and entered into this 8th day of September, 2021, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Stratton Builders, of the City of Gilbert, State of Arizona, hereinafter designated the Contractor.

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

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

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

Scope of Work: Refer to attached Attachment "A" to **Service Agreement No. 081221** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement No. 081221** by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to **Service Agreement No. 081221**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

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

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property to the extent caused by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree.

It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

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

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

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

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

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

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

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

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

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

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

3. **Automobile Liability**

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

Combined Single Limit (CSL)	\$1,000,000
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- a. The policy shall be endorsed to include the following additional insured language:
The County of Gila shall be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 14 - TERM: The Contract commences on the date signed by the County Manager and remains in effect through October 19, 2021.

ARTICLE 15 - PAYMENT/BILLING: Contractor shall be paid an amount not to exceed \$33,015.55 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. 081221 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY


James Menlove, County Manager

Date:

9-8-2021

STRATTON BUILDERS


Signature

JARED POWELL
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

AMENDMENT NO. 1 TO CONTRACT AGREEMENT

Contract Name: Jail Admin HVAC Replacement

Contract No.: NCPA No. 02-127

Statement of Purpose and Need (3-5 Sentences) Amendment No. 1 will serve to extend the term of the contract to June 30, 2023, due to the needed time to receive the units. 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.

All other terms, conditions and provisions of the original Contract, shall remain the same and apply during the August 18, 2022, to June 30, 2023, period.

Contract End Date: 06-30-23

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 13th day of October 2022.

GILA COUNTY MANAGER


James Menlove

CONTRACT AGREEMENT FORM

Contract Name: Professional Services for Walnut Springs Project 404
Compliance Docs

Contract No.: CTR058876 On-Call
Engineering

Statement of Purpose and Need (3-5 Sentences) Gila County wishes to utilize Kimley-Horn and Associates for the Walnut Springs Project 404 Compliance Docs. All Documents executed by the State of Arizona on Contract No. CTR058876, apply to this procurement between Gila County and Kimley-Horn and Associates, 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: 06-30-23

Renewal Option: ☐ Yes
☒ No

Maximum Dollar Limit: \$18,524

Contract Information

Firm Name: Kimley-Horn and Associates, Inc. Contact Person: Ehrick Taylor
Address: 7740 N. 26th Street, Suite 300 Phone No: 602-944-5500
City: Phoenix State: AZ 85020 Fax: _____ Email: Talor.ehrick@kimley-horn.com

Special Notes:

Gila County is part of the Arizona State Purchasing Cooperative – Procure AZ, for cooperative purchasing. By using the State contract with Kimley-Horn and Associates, Inc., it will save the county in both time and money for a rate that has already been established in the State of Arizona bidding process.

Authorization to use a Cooperative Purchasing Agreement with the State of Arizona, Contract No. ADSPO, for the Walnut Springs Project 404 Compliance Docs approved

this 12 day of OCTOBER, 2022.

GILA COUNTY MANAGER


James Menlove

AGREEMENT
Between
MERCY CARE and GILA COUNTY on behalf of the PROBATION DEPARTMENT

This Agreement is entered into pursuant to section 5.4.8 of the Arizona Health Care Cost Containment System "AHCCCS" Contract YH19-0001, between **MERCY CARE** herein referred to as "Mercy Care" and **GILA COUNTY on behalf of the PROBATION DEPARTMENT** herein referenced to as "Gila County".

Mercy Care and Gila County desire to enter into an Agreement to establish a collaborative protocol for effective communication, coordination and continuity of care for adults and children eligible for services provided by Mercy Care who are under supervision of Probation.

1 **Purpose of Agreement.** The purpose of this Agreement is to establish a collaborative protocol, as described in Attachment A, for effective communication, coordination and continuity of care as outlined in AMPM Policy 1020 and 1050, for adults and children eligible for services provided by Mercy Care under supervision of Probation. This Agreement shall in no way change, modify, or amend the contract between AHCCCS and Mercy Care and does not create liability from one party to the other by a party's failure to comply with the protocol. Should any information within this Agreement conflict with any terms or conditions within the AHCCCS contract, the AHCCCS contract shall prevail.

2 **Special Terms and Conditions**

2.1 **Term of Agreement.** This Agreement shall begin when all signatures are affixed and fully executed by both parties and shall terminate a year thereafter unless otherwise terminated or amended as provided herein. By mutual written amendment executed by the parties' authorized representatives, this Agreement may be extended for supplemental periods of 12 months, up to maximum of 48 months.

2.2 **Termination.** This Agreement may be terminated by either party with prior written notice to the other party. Such Notice of Termination shall be effective thirty (30) calendar days after mailing by certified mail, return receipt requested, to the other party.

2.3 **Agreement Changes.** Any changes or amendments to this Agreement shall be effective only if made in writing and signed by both parties. All such changes or amendments shall be handled by formal amendment and approved by a Gila County authorized representative, the Gila County Procurement Department, and Mercy Care.

2.4 **Mercy Care and Gila County's Responsibility.** Mercy Care and Gila County shall cooperate hereunder in a professional manner that conforms to all local, state and federal codes, rules and within the standard of practice for the scope of each of the parties' responsibilities. Mercy Care and Gila County shall comply with all federal, state and local laws, ordinances, rules and regulations applicable to its performance under of this Agreement.

2.5 **Notices.** All notices under this Agreement given by either party to the other shall be in writing and shall be delivered in person or sent by U.S. Postal Service, postage prepaid and addressed to the following individuals:

GILA COUNTY PROBATION DEPARTMENT

Attn: Steven Lessard
Title: Chief Probation Officer
Address: 1400 E. Ash St.
City, State Zip: Globe, AZ 85501
Phone: (928)425-7971
Email: stlessard@courts.az.gov

Mercy Care

Attn: Paula Krasselt
Title: Justice Services Administrator
Address: 4500 E. Cotton Center Blvd
Phoenix, AZ 85040
Phone: (480)215-8722
Email: krasselt@mercymaricopa.org

2.6 Confidentiality of Records

2.6.1 Each party agrees that it will abide by this Agreement and Administrative Orders that permit the sharing of written, verbal and electronic information, and will comply with all applicable Administrative Orders, State and federal law, rules or regulations, as amended from time-to-time, including but not limited to Health Insurance Portability and Accountability Act (HIPAA) requirements that permit the sharing of written, verbal and electronic information (as of the effective date of those regulations), and 42 CFR Part 2 relative to alcohol and substance abuse treatment. Mercy Care shall establish and maintain procedures and controls, that are acceptable to Gila County for the purpose of assuring that no personal health information contained in its records or obtained from Probation or from others in carrying out its functions under the Agreement shall be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Agreement between Mercy Care and AHCCCS. Third Parties requesting information held by Probation should be referred to Probation. Mercy Care also agrees that any information pertaining to individual persons shall not be divulged other than to employees, officers, agents or subcontractors of Mercy Care to carry out Mercy Care performance under its AHCCCS contract, or as required by law or by Mercy Care government regulators or as needed for the performance of duties under the Agreement, unless otherwise agreed to in writing by Gila County.

2.6.2 Information pertaining to substance abuse will only be shared upon obtaining a release of information from the individual.

2.7 Assignment and Delegation

2.7.1 Neither party may assign any rights hereunder without the express, written, prior consent of both parties, which shall not be unreasonably withheld or delayed. No consent shall be required where there is an assignment of the AHCCCS contract by AHCCCS to an affiliated entity of Mercy Care.

2.8 Indemnification

2.8.1 Mercy Care and AHCCCS 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 Mercy Care and AHCCCS from and against any and all claims. It is agreed that Mercy Care and AHCCCS 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 Gila County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for Gila County.

2.9 Immigration Law Compliance Warranty

2.9.1 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.

2.10 Certification of No Forced Labor

Mercy Care does not currently, and agrees for the duration of this Agreement that the Mercy Care 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.

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

2.11 Cancellation for Conflict of Interest

- 2.11.1 This Agreement is subject to cancellation for conflict of interest as provided in A.R.S. § 38-511, which is hereby fully incorporated herein by this reference as if the same as if fully set forth in this Agreement.

2.12 Entire Agreement

- 2.12.1 This Agreement contains the entire understanding of the parties hereto. There are no representations or provisions other than those contained herein, any amendment or modification of this Agreement.

IN WITNESS WHEREOF, the parties hereto agree to the terms of this Agreement.

MERCY CARE



Signature of Authorized Representative

Name:

Title: Chief Executive Officer

Date: 1/20/22

GILA COUNTY



Signature of Authorized Representative

Name: James Menlove

Title: County Manager

Date: 10.12.2022

SERVICE AGREEMENT NO. 101222
COPPER BUILDING PARKING LOT REPAIR
FACILITIES MANAGEMENT

THIS AGREEMENT, made and entered into this 18th day of October, 2022, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Convenient Mobile Services 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 the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Facilities Management** or designee.

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

Scope of Work: Refer to attached Attachment "A" to **Service Agreement No. 101222** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement No. 101222** by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to **Service Agreement No. 101222**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

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

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

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

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

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

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

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

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

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

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

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

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

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

3. **Automobile Liability**

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

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

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

4. Professional Liability (Errors and Omissions Liability)

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 6 - WARRANTY: Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion.

All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted. In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

ARTICLE 7 – 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 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 signed by the County Manager and remains in effect through January 15, 2023.

ARTICLE 16 – PAYMENT/BILLING: Contractor shall be paid an amount not to exceed \$14,001.26 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

SERVICE AGREEMENT NO. 101222

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. 101222 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

CONVENIENT MOBILE SERVICES LLC


James Menlove, County Manager


Signature

Date: 10.18.2022

JOE Wilson
Print Name