

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 February 21st Regular Meeting agenda by no later than 5 p.m. on Monday, February 20th, by emailing to the Chief Deputy Clerk of the Board at [mhenderson@gilacountyaz.gov](mailto: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.

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## **REGULAR MEETING - TUESDAY, FEBRUARY 21, 2023 - 10:00 A.M.**

1. **CALL TO ORDER - PLEDGE OF ALLEGIANCE - INVOCATION**
2. **PRESENTATIONS:**
  - A. Recognition of Gila County employees who have been employed for 5, 10, 15, 20, 25, 30, and 40 years as of 2022. **(Erica Raymond)**
3. **PUBLIC HEARINGS:**
  - A. Information/Discussion/Action to adopt Resolution No. 23-02-01 to name two sections of road in the Tonto Basin, Arizona area as South Reloader Road and East Reloader Street. **(Tom Homan)**
4. **REGULAR AGENDA ITEMS:**

- A. Information/Discussion/Action to approve Service Agreement No. 122122 with Conference Technologies, Inc. in the amount of \$69,330.83 to upgrade the AV Systems for the main courtroom to meet the demand for public access to the courts proceedings. **(Jordan Reardon)**
- B. Information/Discussion/Action to adopt Resolution No. 23-02-03 authorizing the Gila County Community Services Department, Housing Services, to submit an application to the Arizona Department of Housing for HOME Investment Partnership Program funds and State Housing Fund (SHF) funds in the amount of \$400,000 to be utilized for housing rehabilitation for FY 2023-2025. **(Malissa Buzan)**
- C. Information/Discussion/Action to adopt Resolution No. 23-02-02 in support of a grant application in the amount of \$47,585 that is being submitted to the Pascua Yaqui Tribe by the Pine-Strawberry Fire District (PSFD); authorizing Gila County to act as the fiscal agent for the PSFD; and agreeing to accept funding from the Pascua Yaqui Tribe on behalf of the PSFD. **(Aimee Staten)**
- D. Information/Discussion/Action to authorize the advertisement of Statement of Qualifications No. 012023 - *On-Call Land Survey Services* for various projects within Gila County with a not to exceed the amount of \$100,000 per year. **(Homero Vela)**
- E. Information/Discussion/Action terminate the lease agreement between Gila County and the Pine-Strawberry Horseman's Association. **(Michael O'Driscoll)**
- F. Information/Discussion/Action to approve Economic Development Grant Agreement No. 12272022 between Gila County and Conservation Legacy in the amount of \$70,000 for one year to fund two Youth Conservation Corp Crews to be based in Payson and Globe, which the Board has determined to be for the benefit of the public. **(Woody Cline)**

- G. Information/Discussion/Action to approve Intergovernmental Agreement No. 011223 an Economic Development Grant between Gila County and the Christopher Kohls Fire Department whereby the County will disburse \$10,000 for the establishment of a well and that the Board has determined to be for the benefit of the public. **(Woody Cline)**
- H. Information/Discussion/Action to authorize and direct the Gila County Attorney to sign and submit the required participation forms so that Gila County may participate in the new opioid litigation settlements with Teva, Allergen, CVS, Walgreens, and Walmart. **(Jefferson Dalton)**
- 5. **CONSENT AGENDA ACTION ITEMS: (Any matter on the Consent Agenda will be removed from the Consent Agenda and discussed and voted upon as a regular agenda item upon the request of any member of the Board of Supervisors.)**
  - A. Approval to appoint the following Republican Party Precinct Committeemen in Gila County: John Daniel Alexander - Globe #6 Precinct; and Judy Darlene Alexander - Globe #6 Precinct.
  - B. Approval of Amendment No. 2 to an Intergovernmental Agreement (Contract No. IGA2021-037) with the Arizona Department of Health Services to revise Amendment No.1 price sheet from October 21, 2021, date to February 1, 2021. The contract will continue until February 28, 2023.
  - C. Approval of the Board of Supervisors' October 25, 2022, November 1, 2022, November 15, 2022, November 18, 2022, and November 29, 2022, Meeting Minutes.

- D. Approval of the monthly activity reports submitted by the Human Resources Department for January 2023.
  - E. Approval of finance reports/demands/transfers for the reporting period of January 1, 2023, through January 31, 2023.
  - F. Acknowledgment of the report for the County Manager approved contracts under \$50,000 for the month of January.
6. **CALL TO THE PUBLIC:** A call to the public is held for public benefit to allow individuals to address the Board of Supervisors on any issue within the jurisdiction of the Board of Supervisors. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute § 38-431.01(H), at the conclusion of an open call to the public, individual members of the Board of Supervisors may respond to criticism made by those who have addressed the Board, may ask staff to review a matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.
7. At any time during this meeting pursuant to A.R.S. § 38-431.02(K), members of the Board of Supervisors and the County Manager may present a brief summary of current events. No action may be taken on the information presented.
8. **EXECUTIVE SESSION ITEMS:**
- A. Information/Discussion/Action to vote to go into executive session pursuant to A.R.S. § 38-431.03(A)(3) for discussions and consultation for legal advice regarding recent developments and the potential legal options for the County and authorize its attorney(s) to proceed as discussed in executive session. **(Jessica Scibelli)**



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-7815**

**Presentation 2. A.**

**Regular BOS Meeting**

Meeting Date: 02/21/2023

Submitted For: Erica Raymond, Human Resources Assistant Sr.

Submitted By: Erica Raymond, Human Resources Assistant Sr.

Department: Human Resources

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Information

Request/Subject

2022 Gila County Employee Service Awards Presentation.

Background Information

N/A

Evaluation

N/A

Conclusion

N/A

Recommendation

N/A

Suggested Motion

Recognition of Gila County employees who have been employed for 5, 10, 15, 20, 25, 30, and 40 years as of 2022. **(Erica Raymond)**

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Attachments

2022 County Service Awards

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5 years		10 years		20 years	
Archibald, Nicole	Health	Anthony, Angela T	Community Services	Cox, Peggy D	Public Works
Archuleta, Debra L	Sheriff	Cates, Celena	Board of Supervisors	Daly, Michelle F	Sheriff
Beck, Joshua	Health	Enfield-Goss, Ashlie	Sheriff	Dodd, Virgilio	Sheriff
Bobier, Elsa R	Community Services	Jones, Stewart W	Public Works	Garrett, John C	Health
Boode, Denise E	County Attorney	Luhm, David W	Computer Services	Hamm, Andrea	Payson Justice Court
Burch, Joshua S	Sheriff	Shaw, Stephen J	County Attorney	Holmes, Johnny	Sheriff
Caldera, Amanda J	County Attorney	Tapia-Blair, Debra J	County Attorney	Newman, William	Sheriff
Cartier, Kathleen	Probation	Valenzuela, Gabriel	Sheriff	Price, Misty	County Attorney
Cline, Woody	Board of Supervisors	Weaver, Nicole L	Finance	Short, Laura J	Public Fiduciary
Conway, Keith M	Sheriff			Sluyter, Cheryl L	Board of Supervisors
Conway, Taylor R	Probation				
Crick, Chrystelle D	Public Fiduciary	15 years		25 years	
Fisher-Smith, Cindy	School Superintendent	Aguirre, Debra L	Assessor	Canez, Esther E	Clerk of Superior Court
Fulton, Raymond G	Sheriff	Benedetto, Malinda	Health	Coons, Shannon	Public Works
Gates, April L	Sheriff	Boyer, Shannon S	Public Works	Sheppard, Marian	Board of Supervisors
Grinder, Justin SR	Public Works	Campbell, Robert II	Sheriff		
Hext, Christina T	Assessor	Dalton, Jefferson R	County Attorney	30 years	
Highstreet II, Mark	Sheriff	Havey, Matthew T	Sheriff	Chambers, Bryan	Superior Court
Hooke, Angel M	Probation	Kimes, Jennifer A	Clerk of Superior Court		
Humphrey, Timothy	Board of Supervisors	Mariscal, Eric A	Elections	40 years	
Husk, Richard V	Human Resources	Martinez, Sylvia A	Finance	Licano, Belinda	Sheriff
Johnson, Patricia V	Health	Puskaric, Anthony	Health		
Kanon, Diana L	County Attorney	Raymond, Erica R	Human Resources		
Keefe, Robert F	Probation	Warden, Amber T	Finance		
Knox, Khristina K	Facilities				
Kridler, Nancy J	Payson Justice Court				
Links, Terrel S	Board of Supervisors				
Lott, Ariel	Juvenile Detention				
McClelland, Justin	Facilities				
Mellema, Lienneke	Sheriff				
Melvin, Cathy R	Board of Supervisors				
Mounce, Tammie	Admin Services				
Noblia, George T	Facilities				
Pearson, Buffie M	Sheriff				
Romiti, Chris	Facilities				
Sanders, William T	Facilities				
Scales, Gabriel A	Computer Services				
Scott, Colleen L	Probation				
Simmons, Nancy H	Board of Supervisors				
Smith, Phillip A	Sheriff				
Stacey, Teri	Assessor				
Stevenson, Kevin W	Public Works				
Vega, Lillie K	Community Services				



## 2022 Gila County Service Awards

**ARF-7830**

**Public Hearing 3. A.**

**Regular BOS Meeting**

Meeting Date: 02/21/2023

Submitted For: Tom Homan, GIS Supervisor

Submitted By: Tom Homan, GIS Supervisor

Department: Public Works

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Information

Request/Subject

Adopt Resolution No. 23-02-01 to name two sections of road in Tonto Basin as South Reloader Road & East Reloader Street.

Background Information

Multiple recent lot splits via Record of Survey 5428 and 5575 along with subsequent development in this area have created the need for property access evaluation. The property owners were mixed responses in their communication so do not satisfy the 75% threshold requirement of Section 807.A of the Gila County Street Naming and Property Numbering Ordinance 2022-06 thus Addressing selected the most prevalent street name to move forward. The property owners were sent the public notice with a dissenting response date of February 3, 2023, with no dissensions received.

Evaluation

Reloader Road branches off of Greenback Valley Road and is on the East side of Tonto Basin. Section 12 of T6N R10E.

Reloader Street forms a tee with the south end of Reloader Road and is also in the same section.

Section 805 of the Addressing Ordinance limits similar-sounding names within the County. The name Reloader 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 these roads in the Tonto Basin area is supported by the Gila County Street Naming and Property Numbering Ordinance No. 2022-06.

### Recommendation

The Public Works Department Director recommends that the Board of Supervisors adopt Resolution No. 23-02-01 naming two roads in the Tonto Basin area as South Reloader Road and East Reloader Street.

### Suggested Motion

Information/Discussion/Action to adopt Resolution No. 23-02-01 to name two sections of road in the Tonto Basin, Arizona area as South Reloader Road and East Reloader Street. **(Tom Homan)**

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### Attachments

Resolution No. 23-02-01

Naming Petitions Redacted

Public Notice

Area Map

Area Map 2

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**RESOLUTION NO. 23-02-01**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA THE NAMING OF NEW ROADS IN THE TONTO BASIN, ARIZONA AREA AS SOUTH RELOADER ROAD AND EAST RELOADER STREET.**

**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 RELOADER ROAD – Section 12 T6N R10E  
EAST RELOADER STREET – Section 12 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 21<sup>st</sup> day of February 2023, 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



Received 10-25-22

## 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: Go Away RdRoad off  
GreenbackPROPOSED ROAD NAME #2: Reloader wayRoad in front of  
Slots

PROPOSED ROAD NAME #3: \_\_\_\_\_

Printed Name	Signature	Mailing Address, Phone # and APN (Parcel #)	Email
Kathleen Langdon	[Redacted]	1941 W 10 <sup>th</sup> Ave 201-06-055V [Redacted] -4480	hirk [Redacted].com





# 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: GO AWAY LANE (NORTH + SOUTH RD)

PROPOSED ROAD NAME #2: RELOADER LANE (EAST + WEST RD)

PROPOSED ROAD NAME #3: \_\_\_\_\_

Printed Name

Signature

Mailing Address, Phone # and APN (Parcel #)

Email

BRAD + JACKIE McHANEY

[Redacted Signature]

4046 S. TATUM LN. GLOBE AZ 85297

PARCEL 201-DB-055R

ladodger@

.com





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, EASEMENT, OR OTHER ACCESS ROUTE LOCATED AND DESCRIBED AS FOLLOWS:

PROPOSED ROAD NAME #1: Pickering Street  
PROPOSED ROAD NAME #2: Emma  
PROPOSED ROAD NAME #3: Picture Perfect

Printed Name	Signature	Mailing Address, Phone # and APN (Parcel #)	Email
Bon Pickering	[Redacted]	2892 N Oakmont Dr Flagstaff AZ 86004 parcel # 201-06-0550	ra [Redacted] .com
Lynette Barnhart	[Redacted]	2892 N Oakmont Dr Flagstaff AZ 86004 Parcel # 201-06-0550	fla [Redacted] .com

# PUBLIC NOTICE

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

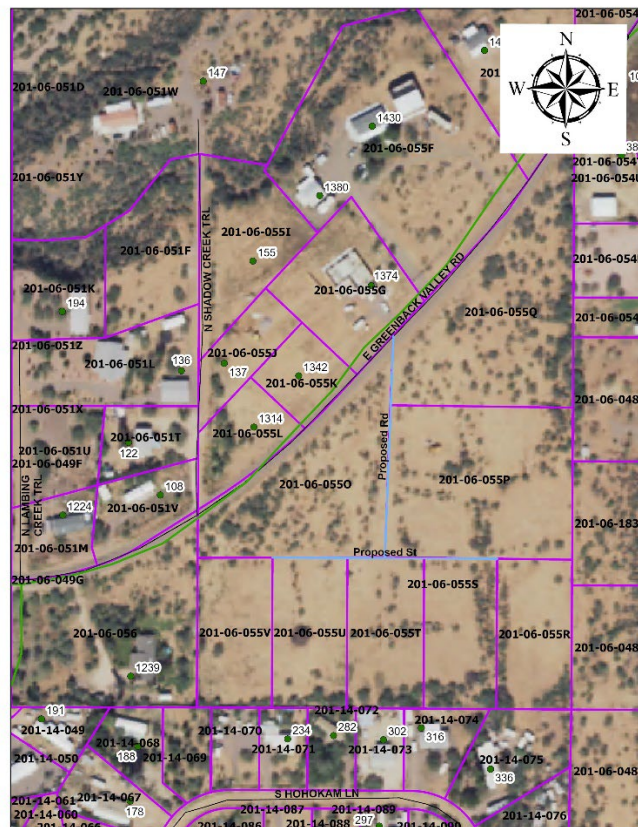
Record of Survey 5428 and Record of Survey 5575 created the initial access easement for several new parcels. Discussions with the property owners have resulted in the selection of the road name of two streets S Reloader Rd and E Reloader St.

To file an objection to the proposed names, residents must file an alternative petition in writing to the Rural Addressing Department by Friday, February 3, 2023, at 5:00pm, per Gila County Street Naming Ordinance No. 2202-06. Petitions can be obtained through the Rural Addressing Department upon request or via the Gila County web site.

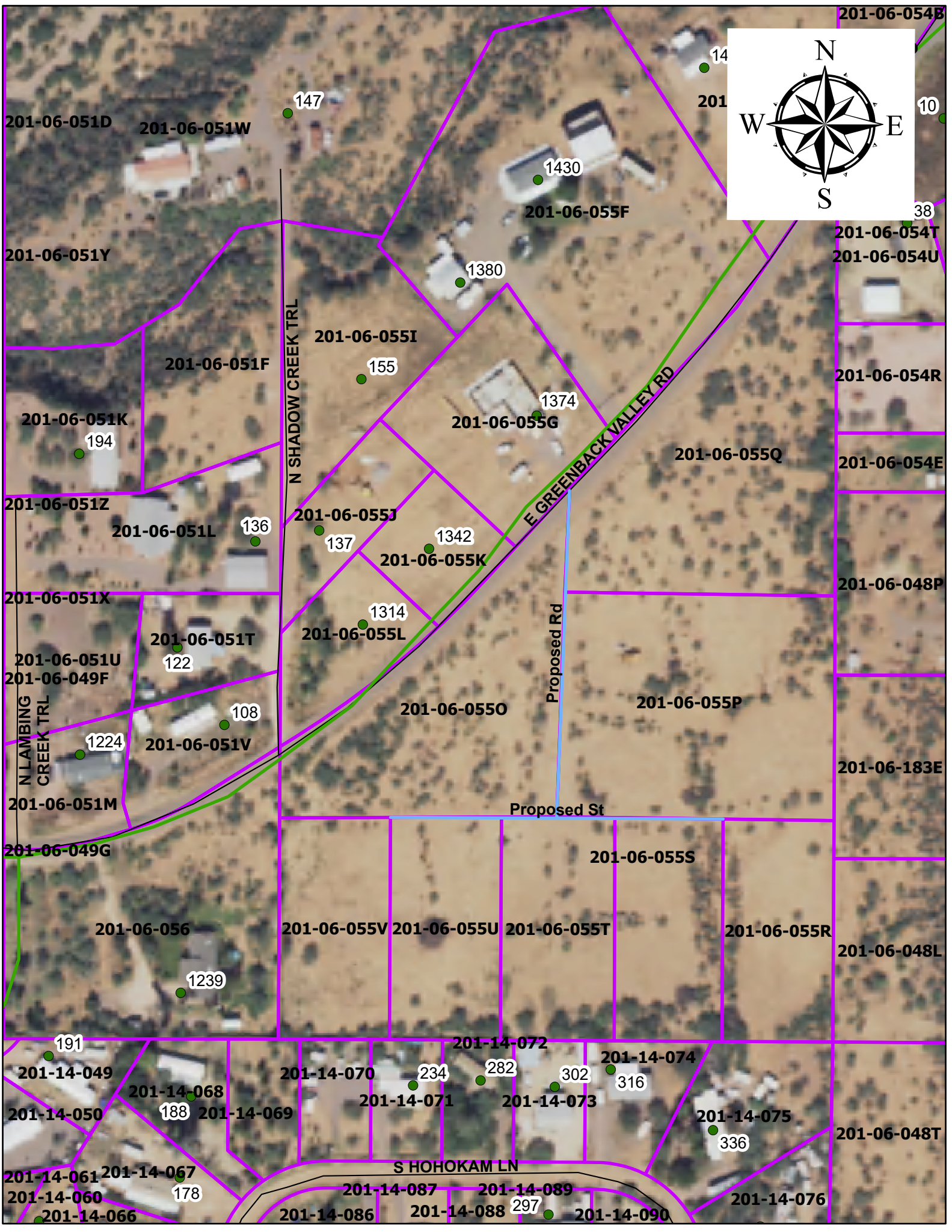
The public hearing to name the road is scheduled for Tuesday, February 21, 2023, at 10:00 a.m., or thereafter, located at the Gila County Courthouse, 1400 East Ash Street, Globe, AZ.

Inquiries and objections may be directed to:

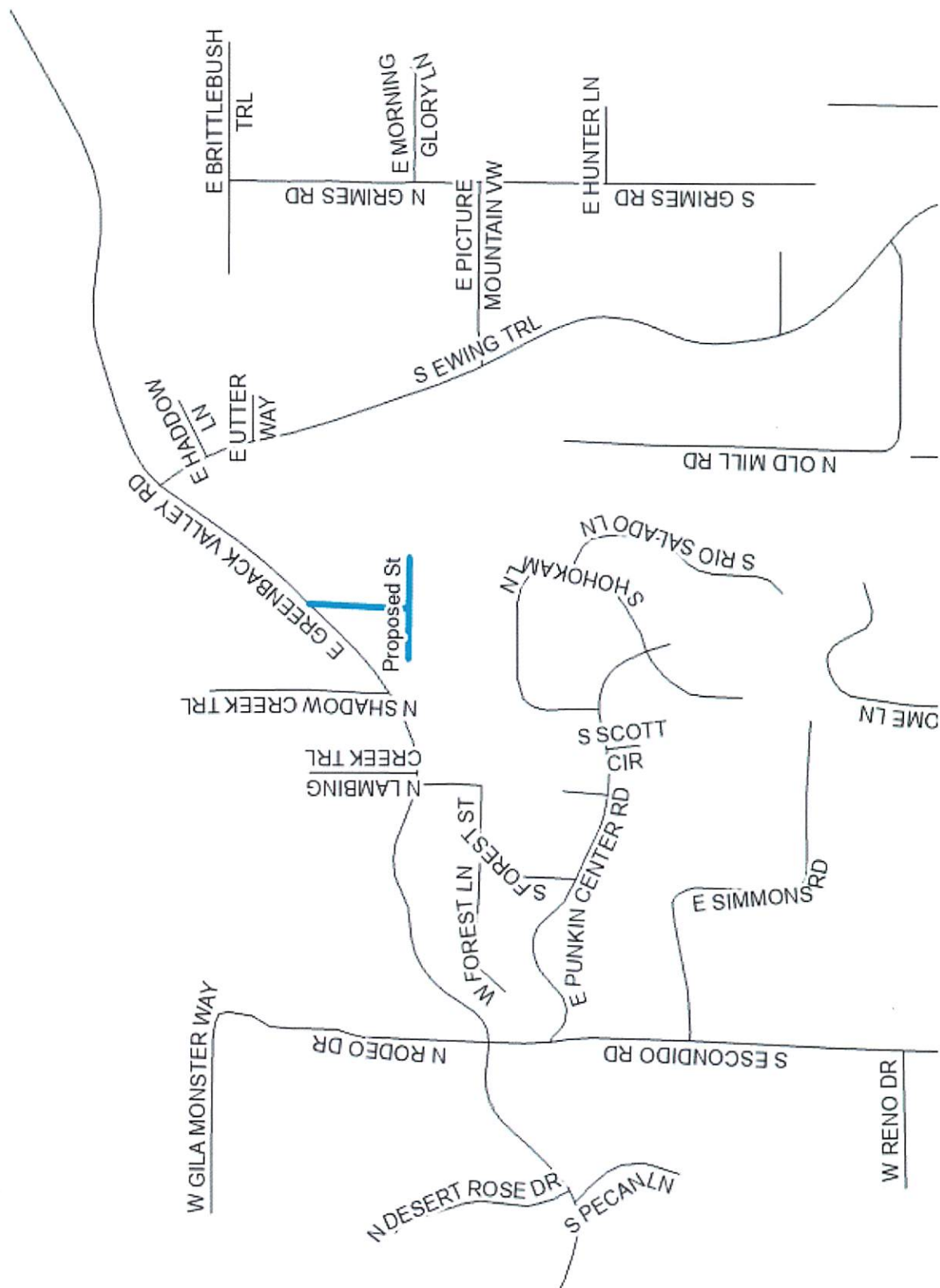
Tom Homan, GIS/Addressing Supervisor  
745 N Rose Mofford Way  
Globe, AZ 85501  
(928) 402-8597



\*Proposed Road Name Highlighted







**ARF-7813**

**Regular Agenda Item 4. A.**

**Regular BOS Meeting**

Meeting Date: 02/21/2023

Submitted For: Mary Navarro, Justice Court Operations Mgr.

Submitted By: Betty Hurst, Contracts Administrator

Department: Justice Court-Globe Regional

Fiscal Year: 2023

Budgeted?: Yes

Contract Dates 06-30-23

Grant?: No

Begin & End:

Matching No

Fund?: Renewal

Requirement?:

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Information

Request/Subject

Approval of Service Agreement No. 122122 - Globe Regional Court  
Hearing Room AV Upgrade-Live Streaming Upgrade

Background Information

The Justice Court will have the ability to conduct hearings/trials through ZOOM and have the ability to live stream for the public to view the proceedings without having to appear. This would apply to Civil Division only at this time. Digital Evidence R-18-008 Local court implementation of remote court proceedings will need to account for both public access to court proceedings and how to address limitations on access to certain types of court proceedings. Arizona Supreme Court Administrative Orders Authorizing Limitation of Court Operations During a Public Health Emergency have addressed public access to remote court proceedings, providing that "when court proceedings are not held in-person or the public is limited from attending in-person proceedings, the presiding superior court judge shall provide public access by video or audio to civil criminal court proceedings typically open to the public to maximize the public's ability to observe court proceedings to the extent logistically possible. The presiding superior court judge or single judge of a limited jurisdiction court should make video or audio proceedings, excluding small claims cases, available to the public to the greatest extent possible" A.O. 2021-87 A02021-142 and (Administrative Order No. 2016-129), the Administrative Office of the Courts (AOC) is implementing a statewide web-based digital evidence portal (Portal). Due to the increase in digital evidence, the need to be able to store, retrieve, and display this digital

evidence in the future, and the large number of courts conducting virtual hearings, a digital evidence portal is not only an innovation but is now a critically important tool for courts.

### Evaluation

The administrative orders mentioned above will promote access to the courts proceedings.

### Conclusion

The Globe Regional Justice Court would like to contract with Conference Technologies, Inc. to upgrade the AV Systems for the main courtroom to meet the demand for public access to the courts proceedings.

### Recommendation

The Globe Regional Justice Court recommends that the Board of Supervisors approve Service Agreement No. 122122 with Conference Technologies, Inc. in the amount of \$69,330.83 to upgrade the AV Systems for the main courtroom to meet the demand of public access to the courts proceedings.

### Suggested Motion

Information/Discussion/Action to approve Service Agreement No. 122122 with Conference Technologies, Inc. in the amount of \$69,330.83 to upgrade the AV Systems for the main courtroom to meet the demand for public access to the courts proceedings. **(Jordan Reardon)**

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### Attachments

Service Agreement No. 122122

Attachment A

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**SERVICE AGREEMENT NO. 122122**

**GLOBE REGIONAL JUSTICE COURT HEARING ROOM AV UPGRADE-LIVE STREAMING UPGRADE**

**GLOBE REGIONAL JUSTICE COURT**

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Conference Technologies, Inc., 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 **Globe Regional Justice Court Department** or designee.

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

Scope of Work: Refer to attached Attachment "A" to **Service Agreement 122122** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 122122** 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 122122**, 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

The policy shall be endorsed to include the following additional insured language:

**The County of Gila shall be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".**

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

Each Claim \$1,000,000

Annual Aggregate \$2,000,000

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

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

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

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

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

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

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

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to [bhurst@gilacountyaz.gov](mailto:bhurst@gilacountyaz.gov).

The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

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

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

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

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

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

**ARTICLE 6 - WARRANTY:** Contractor expressly warrants that all goods or Services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or Services will conform to any statements made on the containers or labels or advertisements for such goods, or Services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or Services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or Services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or Services, Contractor warrants that such goods or Services will be fit for such particular purpose. Contractor warrants that goods or Services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or Services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or Services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

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

**ARTICLE 7 - 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 January 1, 2023 and remains in effect through June 30, 2023.

**ARTICLE 16 – PAYMENT/BILLING:** Contractor shall be paid an amount not to exceed \$69,330.83 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.

**SERVICE AGREEMENT NO. 122122**

**IN WITNESS WHEREOF**, Service Agreement No. 122122 has been duly executed by the parties hereinabove named, on the date and year first above written.

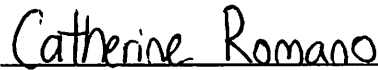
**GILA COUNTY BOARD OF SUPERVISORS:**

\_\_\_\_\_  
**Woody Cline, Chairman, Board of Supervisors**

**CONTRACTOR:**

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

**ATTEST:**

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

\_\_\_\_\_  
**James Menlove, Clerk of the Board of Supervisors**

**APPROVED AS TO FORM:**

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



# PROPOSAL

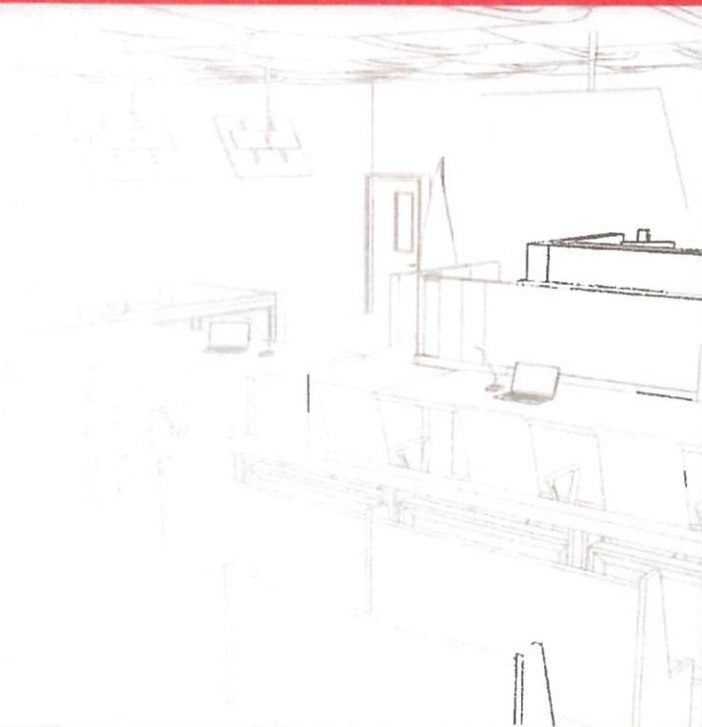
## Globe Regional Justice **Courtroom** AV Upgrade Presented by: JCG Technologies

### DATE

Friday, 10 June 2022

### PREPARED BY

Catherine Romano  
Design Consultant



# Scope of Work

**Proposal Number:** J22170086

**Proposal Date:** 6/10/2022

**Prepared for:** Globe Regional Justice Court

**Attn:** Mary Navarro

**Phone:** (928) 402-8539

**Email:** mnavarro@courts.az.gov

**Prepared by:** Catherine Romano

**Phone:** 480-360-6674

**Email:** Catherine.Romano@cti.com

**Bill to:** Globe Regional Justice Court  
1400 E Ash Street  
Globe, AZ 85501

**Ship to:** Globe Regional Justice Court  
1400 E Ash Street  
Globe, AZ 85501

Conference Technologies to provide an upgrade to the AV in the main courtroom.

## Display System

- (2) 75" displays will be installed to display the evidence & content for the members of the court
- (1) 24" display will be mounted at an angle for the judge to view evidence on the screen



## Video System

- (2) PTZ cameras will be installed to capture the judge/clerk and prosecution/defense for livestreaming/Zoom and recording.
  - (1) document camera will be installed to allow evidence to be displayed and has the capabilities to record audio and video.
- Video from the main courtroom will overflow into the waiting room for the public to view the court proceedings.





### **Audio System**

(2) 18" wireless gooseneck microphones will be installed for the prosecution and defense

(2) 15" wired microphones will be installed for the judge and clerk

A DSP will be installed to replace the existing DSP. The new DSP will allow the phone line to be removed and go through the DSP system

(6) in-ceiling speakers will be installed for audio coverage in the main courtroom

(10) will be installed in the waiting room to allow the public to hear the court proceedings

The solution will be configured to output the appropriate audio/video feed to the PC for recording with your Liberty Court Recorder (4 channels).



### **Control System**

A 10" desktop touch user interface will provide complete control for all the AV devices. This interface will provide camera set up and switch, all audio controls and routing of video to the display in the room and the waiting room and Zoom meeting controls. The option to cut video and audio to the waiting room will be available.



All rack equipment will be installed in the new equipment rack.

**The audio/video solution proposed will support the JCG SuiteOne live-streaming solution.**

# Your Investment

Below is the cost of this solution based on the outlined scope of work. If you have questions about the complete solution, please let us know how we can help align this investment with additional needs or changes in scope.

## Proposal Summary

Description	Price
Equipment	\$35,044.42
Implementation Services	\$26,853.34
Subtotal	\$61,897.76
Tax	\$2,405.61
Grand Total	\$64,303.37

## Recommended

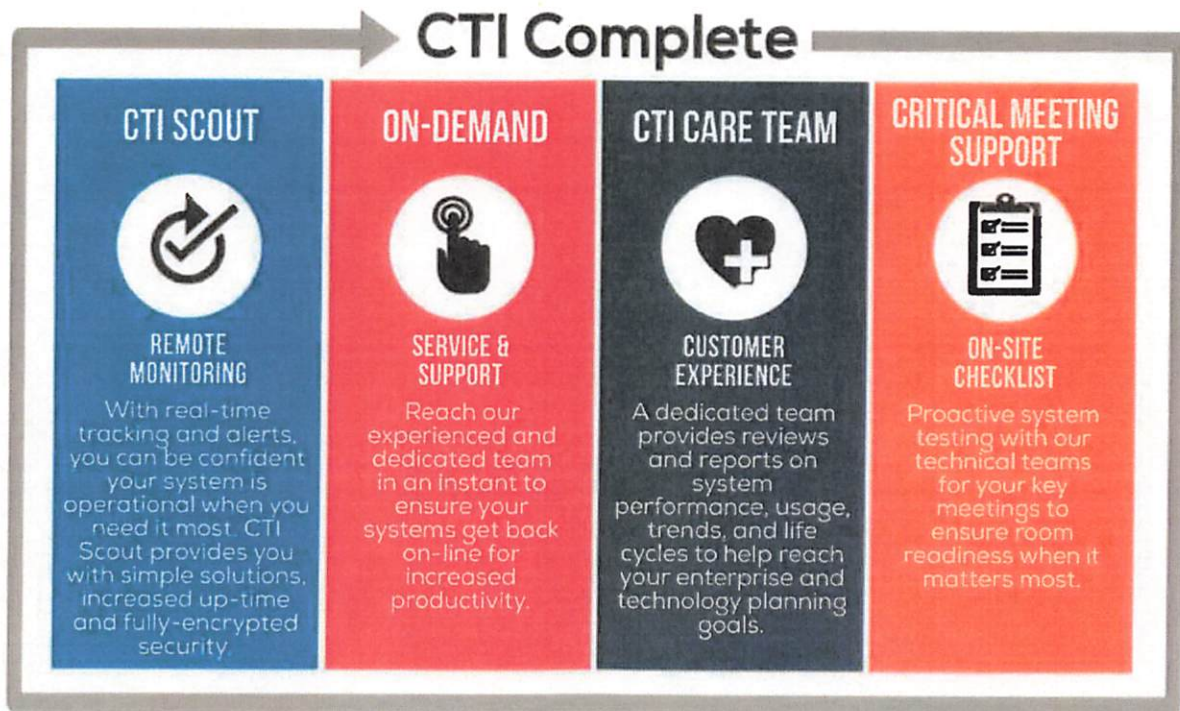
Description	Price
2 Additional Years CTI Complete Service Agreement	\$5,027.46
4 Additional Years CTI Complete Service Agreement	\$10,054.93

## Down Payment Requirements

Terms are 60/30/10 with approved credit. For orders that exceed ten thousand dollars; 60% to initiate order, 40% NET 30, or progress billing based on purchase agreement at time of order. Payments made by credit card are subject to a 3.0% fee.

# Why Us?

Our CTI Complete service is there for you 24/7 through our dedicated CTI Care customer experience team. Through on-site technical service, recommended programming upgrades, and quarterly reliability checks, your system is covered for the unexpected, as well as planned maintenance. Your teams will be trained to operate equipment with confidence. When critical meetings arise, we help ensure system performance with proactive system testing and an on-site checklist, so your systems will be ready when it matters most. Our managed services staff does more than diagnose and repair failures, they help plan for system life cycles.



# Bill of Materials

## Courtroom Upgrade

Manufacturer	P/N	Description	Qty	Unit Price	Ext. Price
<b>Display Systems Equipment: \$5,140.70</b>					
Samsung	QB75B	75"	2	\$2,100.00	\$4,200.00
CHIEF	FHB5147	HARDWARE KIT	2	\$11.75	\$23.50
Limbo	SL102-100	LIMBO LOW PROFILE MONITOR STAND	1	\$97.50	\$97.50
CHIEF	LTM1U	Micro-Adjust Tilt Wall Mount Large	2	\$273.60	\$547.20
Samsung	F24T450FZN	24" LED Monitor	1	\$272.50	\$272.50
<b>Video Systems Equipment: \$15,765.95</b>					
QSC	NC-12x80	12x Optical Zoom 80° Horizontal Field of View, PTZ Network Camera, PoE, with HDMI and SDI output. Includes PTZ-WMB1 wall mount bracket	2	\$3,368.75	\$6,737.50
Epson	V12H758020	DC-21 Document Camera	1	\$630.00	\$630.00
AVPro Edge	AC-MXNET-1G-D	Decoder; HDMI, USB, IR, RS232, Fiber & RJ45	6	\$617.37	\$3,704.22
AVPro Edge	AC-MXNET-SW24	24-Port RJ45 switch (1G) w/ Intelligent AV Processing, 8 PoE ports	1	\$2,198.63	\$2,198.63
AVPro Edge	AC-MXNET-1G-E	Encoder; HDMI, HDMI Loop, USB, IR, RS232, Fiber & RJ45	4	\$617.37	\$2,469.48
Kramer	CA-UAM/UAF-15	USB 2.0 A(M) TO A(F) ACTIVE EXTENSION CABLE-15ft	1	\$26.12	\$26.12
<b>Audio Systems Equipment: \$10,589.18</b>					
QSC	I/O USB Bridge	Q-SYS PoE bridging endpoint for AV-to-USB Bridging. Delivers driverless USB 2.0 connection. Includes dual LAN connections.	1	\$1,562.50	\$1,562.50
QSC	CORE NANO	Network Core, 64x64 network I/O channels with 8x8 Software-based Dante license included, USB AV bridging, dual LAN ports, VoIP telephony, 8 AEC	1	\$1,562.50	\$1,562.50



		processors, Half-size 1RU.			
Shure	ULXD8=G50	Wireless gooseneck microphone base for ULXD and QLXD. Includes AA Alkaline Batteries	2	\$483.75	\$967.50
QSC	SLQSE-8N-P	Q-SYS Core 8 Flex, Core Nano, NV-32-H (Core Capable). Scripting Engine Software License, Perpetual.	1	\$168.13	\$168.13
Shure	MX418D/C	Cardioid-18" Desktop Gooseneck Condenser Microphone, Attached 10A' XLR Cable, Logic Functions, Programmable Switch and LED Indicator, Attached Desktop Base	2	\$298.75	\$597.50
Shure	QLXD4=G50	Half-Rack, Single Channel Receiver	2	\$680.00	\$1,360.00
Shure	UA221	Passive Antenna Splitter/Combiner Kit. Includes Two Splitter/Combiners, Four Coaxial Cables, and Attaching Hardware	1	\$156.25	\$156.25
Atlas	IED1544AIO-D	4 x 4 Analog/Dante I/O Module	2	\$602.52	\$1,205.04
Atlas	PA40G	Single Channel, 40-Watt Power Amplifier with Global Power Supply	1	\$209.55	\$209.55
Atlas	PA1001G	Single Channel, 100-Watt Pole Mount Amplifier	1	\$366.17	\$366.17
Atlas	PA702-RMK	Rack Mount Kit for Half Rack Width Amplifiers in Full Width Racks	2	\$25.07	\$50.14
Atlas	FAP63T-W	6.5" Coaxial In-Ceiling Speaker with 32-Watt 70V/100V Transformer, Ported Enclosure, and Safety First Mounting System	16	\$111.65	\$1,786.40
Shure	MX415/C	15" Shock-Mounted Gooseneck, Cardioid, includes surface mount Preamplifier	2	\$298.75	\$597.50
<b>Control Systems Equipment: \$2,643.75</b>					
QSC	TSC-101-G3	Q-SYS 10.1A" PoE Touch Screen Controller for In-Wall Mounting. Color - Black only	1	\$2,312.50	\$2,312.50
QSC	TSC-710t-G3	Table top mounting accessory for TSC-70-G3 and TSC-101-G3.	1	\$331.25	\$331.25

Rack Accessories and Furniture: \$904.84					
Atlas	RX21-25SFD	25 inch Deep, 21RU Mobile Equipment Rack Includes: Casters, Side Handles, and Solid Doors	1	\$724.51	\$724.51
Atlas	AP-S15A	15A Power Conditioner and Distribution Unit with IEC Power Cord	1	\$111.50	\$111.50
Atlas	RR21	Extra Rack Rails for 200, 500, & RX Series - 21 RU	1	\$68.83	\$68.83

# Next Steps

1. Upon Notice to Proceed, Conference Technologies, Inc. will begin executing the project plan with an internal handoff of the project to our operations team.
2. If you have questions about the process as we move forward, please contact me at Catherine.Romano@cti.com or 480-360-6674.
3. You will be contacted by a Conference Technologies, Inc. Project Manager to schedule a project kickoff meeting to review the project scope and schedule.

## Total

J22170086 - \$64,303.37



Customer Signature

Jordan Reardon

Printed Name

Justice of the Peace

Title

7/5/22

Date

CTI Signature

Printed Name

Title

Date



## Windows Printer Test Page

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You have correctly installed your Microsoft enhanced Point and Print driver on printserver.

### PRINTER PROPERTIES

Submitted Time: 9:56:41 AM  
Date: 11/30/2022  
User Name: GILACOUNTY\portega  
Computer Name: 573BKQ3-FUDG  
Printer Name: \\printserver\KM004352-FICUGP  
Printer Model: Microsoft enhanced Point and Print driver  
Color Support: Yes  
Port Name(s): 172.16.12.68  
Data Format: RAW  
Printer Share Name: KM004352-FICUGP  
Printer Location: Common Hallway  
Print Processor: winprint  
Comment: BizHub c658  
Separator Page  
Location:  
OS Environment: Windows x64

### PRINT DRIVER PROPERTIES

Driver Name: Microsoft enhanced Point and Print driver  
Driver Type: Type 4 - User Mode  
Driver Version: 10.0.22000.1042

### ADDITIONAL PRINT DRIVER FILES

C:\WINDOWS\System32\DriverStore\FileRepository\prnms004.inf\_amd64\_5f40862c844ecc71\Amd64\unisharev4-manifest.ini  
C:\WINDOWS\System32\DriverStore\FileRepository\prnms004.inf\_amd64\_5f40862c844ecc71\Amd64\unisharev4-pipelineconfig.xml  
C:\WINDOWS\System32\DriverStore\FileRepository\ntprint.inf\_amd64\_d4c4ac12d9566de1\Amd64\unires.dll  
C:\WINDOWS\System32\DriverStore\FileRepository\ntprint.inf\_amd64\_d4c4ac12d9566de1\Amd64\stdnames.gpd



**ARF-7845**

**Regular Agenda Item 4. B.**

**Regular BOS Meeting**

Meeting Date: 02/21/2023

Submitted For: Malissa Buzan, Director

Submitted By: Lisa Wilckens, Fiscal Services Manager

Department: Community Services      Division: Administration

Fiscal Year: 2023-2025      Budgeted?: No

Contract Dates 2023-2025      Grant?: Yes

Begin & End:

Matching No      Fund?: New

Requirement?:

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Information

Request/Subject

Adopt Resolution No. 23-02-03 authorizing the submission of an Application for the Fiscal Year 2023-2025 HOME Investment Partnership Program Funds and State Housing Fund (SHF) Funds.

Background Information

The Arizona Department of Housing (ADOH) administers HOME Investment Partnership Program funding and SHF Funds for programs through units of local government and non-profit agencies that provide housing rehabilitation to certain property types owned and occupied as the primary residence of low-income homeowners.

Evaluation

The Gila County Community Services Department, Housing Services, currently maintains a waiting list for income-eligible housing rehabilitation applicants. If a contract is awarded and funding is received, it will be utilized to rehabilitate approximately 6 units that have been identified and qualified for Owner-Occupied Housing Rehabilitation (OOHR). It is expected that the units would have structural issues such as roof repair, plumbing or electrical repair, or structural modification to meet current codes.

Conclusion

If approval is granted and funding awarded, the Housing Services Program will be able to provide services in the form of single-family homeowner rehabilitation to six eligible citizens residing in Gila County who are currently on the waiting list and qualified as housing rehabilitation applicants. Resolution No. 23-02-03 authorizes the submission of an application for the fiscal year 2023-2025 HOME Investment Partnership.

#### Recommendation

The Community Services Department Director recommends that the Board of Supervisors approve this request to apply for HOME Investment Partnership Program Funds and SHF to provide Owner Occupied Housing rehabilitation (OOHR).

#### Suggested Motion

Information/Discussion/Action to adopt Resolution No. 23-02-03 authorizing the Gila County Community Services Department, Housing Services, to submit an application to the Arizona Department of Housing for HOME Investment Partnership Program funds and State Housing Fund (SHF) funds in the amount of \$400,000 to be utilized for housing rehabilitation for FY 2023-2025. **(Malissa Buzan)**

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#### Attachments

Application for Fy2023-2025 Home Investment Partnership Program Funds

Resolution No. 23-02-03

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## 2. GENERAL APPLICANT AND PROJECT/PROGRAM INFORMATION

### 2.1. Applicant Information

**Applicant** Gila County Community Services

**Contact Name** Malissa Buzan

**Contact Title** Community Services Director

**Mailing Address** 5515 S. Apache Ave. Suite 200 Globe Az. 85501-4430

**Street Address** \_\_\_\_\_  
(if different from mailing)

**City/State/Zip** Globe AZ 85501-4430

**Telephone** ( 928 ) 425-7631 **Facsimile** ( 928 ) 425-9468

**E-mail Address** [mbuzan@gilacountyaz.gov](mailto:mbuzan@gilacountyaz.gov)

#### Legal Status of Applicant:

- ☐ State-Certified CHDO
- ☐ \* Non-Profit (non-CHDO)
- ☒ Local Government
- ☐ Tribal government
- ☐ Council of Government
- ☐ Public Housing Authority
- ☐ State Agency

#### \* Private development agencies

- ☐ General Partnership
- ☐ Limited Partnership
- ☐ Limited Liability Company
- ☐ Corporation
- ☐ Individual

Federal Tax ID # 86-60000444

DUNS # 2407139

Unique Entity Identity (UEI) # C8EKKJK67XB1  
(from [www.sam.gov](http://www.sam.gov) )

**\* Required materials: Attach articles of incorporation, by-laws, partnership agreement or other relevant entity organizational information and Certification of Good Standing from the Arizona Corporation Commission. Non-profits must also submit a copy of a recent IRS non-profit designation letter in Tab A.**

**An Applicant must be an existing legal entity authorized to conduct business in Arizona. Prior to making application, both governmental and non-profit applicants must adopt a resolution of their governing board authorizing the submission of an application and acceptance of the entity's Owner-Occupied Housing Rehabilitation Guidelines.**

**2.2. Location of Project**Program Service Area Gila County (except tribal land)State and Federal Legislative Congressional Districts: *Complete district number and name of Representative*Federal: Congressional Rep Eli Crane District # 2State: Senator T.J. Shope District # 16,7  
Representative David Cook**2.3. Amount of State Housing Funds Requested**

Use of Funds	Grant/Loan
Owner-Occupied Housing Rehabilitation (project specific funding)	\$ 400,000.00
General Administrative Funds (up to an additional 10% of line 1 above)	\$ 40,000.00

**2.4. Type(s) of Property**Check **all** that apply:

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Single family detached        | <input type="checkbox"/> Condominium Units    |
| <input type="checkbox"/> Single family attached, incl. Townhouses | <input type="checkbox"/> Manufactured Housing |

**2.5. Relocation Information**

Yes	No	Maybe
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Will this Program involve temporary relocation of homeowners?

*If yes or maybe , costs must be reflected in the Program Budget at 3.2.*

**2.2. Location of Project**Program Service Area Gila County (except tribal land)State and Federal Legislative Congressional Districts: *Complete district number and name of Representative*Federal: Congressional Rep Eli Crane District # 2State: Senator T.J. Shope District # 16,7  
Representative David Cook**2.3. Amount of State Housing Funds Requested**

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General Administrative Funds (up to an additional 10% of line 1 above)	\$ 40,000.00

**2.4. Type(s) of Property**Check **all** that apply:

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Single family detached        | <input type="checkbox"/> Condominium Units    |
| <input type="checkbox"/> Single family attached, incl. Townhouses | <input type="checkbox"/> Manufactured Housing |

**2.5. Relocation Information**

Yes	No	Maybe
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Will this Program involve temporary relocation of homeowners?

*If yes or maybe , costs must be reflected in the Program Budget at 3.2.*

## 2.6. Proposed Beneficiaries

NOTE: Application for funding for OOH program must serve a minimum of 3 households.

✓ Competitive Scoring: Very-low income targeting

Targeted Populations by Income Level	Total Number of State Assisted Units	% of Units in Program
Households at or below 30% of AMI		%
Households at or below 50% of AMI		%
Households at or below 80% of AMI		%
Total Number of Units in Program		100 %

## 2.7. Priority Population Set-Asides

Complete only if the Program will specifically set-aside units for a priority population. Set-asides will be enforced through contract provisions. For a definition of qualifying populations, see description of priority populations under *Definitions*, in the *SHF Program Summary and Application Guide*.

✓ Competitive Scoring: Priority Population targeting

Priority Population	Number of SHF Assisted Units	% of Units
Elderly (62 years of age and older)		25 %
Physically disabled persons ( <i>design elements must be accommodating</i> )		25 %
Persons with HIV/AIDS		%
Families with children		25 %
Individuals or families with extremely low income (at or below 30%AMI)		25 %
UNITS NOT SET-ASIDE FOR PRIORITY POPULATIONS		%
Total Number of SHF Assisted Units in Program		100 %

## 2.8. Manufactured Housing Set Aside

Complete only if the Program will specifically set aside funding to address owner occupied Manufactured Housing units. Set-asides will be enforced through contract provisions.

Manufactured Housing	Number of SHF Assisted Units	% of Units
Number of Assisted Households residing in Manufactured Housing		%
Units that are NOT Manufactured Housing		%
Total Number of SHF Assisted Units in Program		100 %



## 2.9 Type of Assistance to Households

Program design includes (Check all that apply. This should be reflected in your HRGs.)

- ☒ **Deferred Payment (forgiveable) loans**      ☐ **Non interest bearing loans**  
☐ **Interest Bearing Loans**      ☐ **Due on Sale, Transfer or Non-Owner Occupancy**

## 2.10. Recapture Period

If the program will include recapture provisions, please indicate required terms, including recapture period (i.e., repayable if property sold within five (5) years of investment, or due on sale etc.).

under \$15,000.00 recapture period is five years; 15001 through \$39,999 recapture period is 10 years; and \$40,000.00 and above recapture period is 15 years.

## 2.11. Amount of Funds Invested Per Unit

**Maximum** amount of **total** subsidy funding (State funds and any other public funding available; see Section 4.9 of the SHF Program Summary and Application Guide; you can go lower but NOT higher) to be invested in any one (1) unit: \$ 90,000.00

**Maximum** amount of **State Housing Funds** to be invested in any one (1) unit: \$ 75,000.00

## 2.12. Method to Determine "After Rehab Value"

Describe how the after rehabilitation value of assisted units will be determined and documented to ensure that units do not exceed maximum property values (95% of the Median Purchase Price Limits for Single Family units as determined and published by HUD). **NOTE:** Valuation must follow one (1) of the three (3) methods outlined in the SHF Program Summary and Application Guide at Section 4.8.

Through researching Real Estate websites and tax assessments, we evaluate three(3) comparable homes in the same neighborhood as the selected unit. This allows us to make sure the rehabilitation property remains within appropriate homeownership values.

## 2.13. Form of Ownership to be Assisted

Refer to Section 4.4 of the SHF Program Summary and Application Guide. Please indicate which forms of Ownership will

We will assist households holding a fee simple or 99 year leasehold on their property. We will obtain a simple title report for each household assisted with HOME and/or State Housing Fund dollars.

## 2.14. Property Standards

- ☒ Properties will meet the state's rehabilitation standards, International Energy Conservation Code or better, Appliances as applicable must be Energy Star rated, ADOH Weatherization Standards and all applicable local codes, ordinances, and zoning ordinances at the time of project completion.
- ☐ In the absence of a local code for new construction or rehabilitation, properties will meet the International Building Code.

**2.15. Wait List**

Number of households on wait list 175 Average length of wait for assistance (months) 48 months  
 Date waiting list commenced 06/22/05

*Provide a spreadsheet of income qualified households who have applied to receive assistance and the household demographics including but not limited to: name, address, household size, race, ethnicity, income, % AMI, date of income qualification, household type etc., with the Market Demand analysis at TAB E of this application.*

**2.16. Program Team**

Complete for each project or program team member. Identify the name of the responsible party, the years of experience that they have in this role and the date hired by the applicant. Provide support documentation (i.e. fully executed contractual agreements, personnel action forms) at TAB H. Team members identified after the application are subject to review.

Function	Name of Responsible Party	Years of Experience in Position	Hire Date	Responsible Party's Experience with Housing Rehabilitation Programs (narrative)
Project Manager	Malissa Buzan	29	11/07/93	29 years in Housing Rehab programs
Program Coordinator	Estelle Belarde	20	09/22/03	20 years in rehab and WAP
Rehab Specialist	Estelle Belarde	20	09/22/03	same
Loan Servicing Specialists	Lillie Vega	6	04/19/18	has six years experience in housing
Fiscal Manager	Lisa Wilckens	7	03/26/17	19 years in government fiscal, five in grants
Application Intake	Lillie Vega	6	04/19/18	six years experience in housing
Homeownership Counseling	Lillie Vega	6	04/19/18	six years experience in housing
BPI Energy Auditor				
Consultants				
Other				
Other				

## 2.17. Program Timeline

Applicants must provide a schedule for the Program that lists expected completion dates ("Contract Date") for the major program activities. Units can be shown as a group or listed individually in the Program Schedule (i.e. "Unit 1 – 3" or "Unit 1", "Unit 2", etc.). If the applicant receives an award, this program schedule will translate to the Schedule of Completion- Attachment B to the Funding Agreement.

Major Program Activities	Contract Date (expected completion)	Complete Yes/No	Modification Date
	<i>Include additional copy of this chart if more room needed</i>		
<b>Execute Contract</b>	07/01/23		
Unit # <u>1&amp;2</u> Project Scope Out to Bid	09/01/23		
Unit # _____ ERR Appendix A & Initial Project Set-up to ADOH	10/01/23		
Unit # _____ Contractor Selection	10/30/23		
Unit # _____ Rehab Construction	11/01/23		
Unit # _____ Final Inspection	12/31/23		
Unit # _____ Rehab Loan Closing	01/30/24		
Unit # _____ Individual Project Close-out	02/15/24		
Unit # <u>3&amp;4</u> Project Scope Out to Bid	02/28/24		
Unit # _____ ERR Appendix A & Initial Project Set-up to ADOH	04/01/24		
Unit # _____ Contractor Selection	05/01/24		
Unit # _____ Rehab Construction	07/01/24		
Unit # _____ Final Inspection	12/30/23		
Unit # _____ Rehab Loan Closing	01/30/23		
Unit # _____ Individual Project Close-out	02/15/23		
Unit # <u>5&amp;6</u> Project Scope Out to Bid	02/29/23		
Unit # _____ ERR Appendix A & Initial Project Set-up to ADOH	03/30/23		
Unit # _____ Contractor Selection			
Unit # _____ Rehab Construction			
Unit # _____ Final Inspection			
Unit # _____ Rehab Loan Closing			
Unit # _____ Individual Project Close-out			
<b>Contract Close-out</b>	07/30/25		

### 3. BUDGET STATEMENTS

#### 3.1. Program Budget Sources

Full disclosure of *all financing sources available* is required. *Letters of Commitment must be attached at Tab I.* If after submittal of the application *additional* financing sources are obtained, these sources must be immediately reported to ADOH. Additionally, ADOH may require a final uses and sources review if all sources are not firm at the time of application.

<b>Column A</b>	Identify <b>all</b> sources of program funding.
<b>Column B</b>	Include here only funding sources that are <b>firmly committed</b> at the time of application submittal.
<b>Column C</b>	Include here only funding sources that are <b>tentative (including funding requested in this application)</b> at the time of application submittal.
<b>Column D</b>	Indicate whether this commitment is a <i>grant</i> <b>or</b> a <i>loan</i> that must be repaid. All commitment letters included at <i>Tab I</i> should clearly state the <i>terms of repayment</i> of any loans.
<b>Column E</b>	Include date(s) other tentative funding sources were applied for.
<b>Column F</b>	Include the date(s) of expected award notification for other tentative funding sources.

Program Fundings					
A	B	C	D	E	F
Source	Funds Committed	Tentative	Grant or Loan	Date Applied	Date of Notification
State Housing Funds (Do NOT include general administrative funding)		\$ 400,000.00			
1. Arizona Public Service	\$ 90,000.00	\$	Grant		02/23/23
2. WildFire	\$ 100,000.00	\$	grant		07/01/22
3. Pinal-Gila	\$ 20,000.00	\$	grant		07/01/22
4.	\$	\$			
<b>Total Amount of funding</b> (Total of columns B and C)		\$ 610,000.00			

#### 4. STATE HOUSING FUND APPLICANT AFFIDAVIT, RELEASE AND CERTIFICATION FORM

The undersigned Applicant hereby applies to the Arizona Department of Housing, its successors and assigns (the "Department"), for a commitment of State Housing Funds. The undersigned is responsible for ensuring that the program will assist only qualified low income housing as described in the application, and will satisfy all applicable State and Federal requirements in the rehabilitation or construction to receive a commitment of State Housing Funds. The Applicant represents and certifies that the application has not requested more State Housing Funds than is necessary to provide the assistance described in this application. In planning this project or program, the Applicant certifies that it has provided for and will continue to encourage the participation of citizens, particularly persons of low income who are residents of areas in which the State Housing Funds are proposed to be used.

The Applicant understands that the Department will determine the eligibility of the project or program based, at least in part, on the information in and submitted with the application by the Applicant and the readiness of the program to proceed, as presented in the application. The Applicant is responsible for the accuracy of all information submitted. Misrepresentations, mistakes or omissions may be the basis for the cancellation of an award.

The Applicant understands and agrees that should the Department commit more funds than the State of Arizona is entitled to award in any given fiscal year (whether State or Federal), and funding is not available as awarded, the Department shall be held harmless by the Applicant, the Applicant's investors and anyone else relying upon the commitment.

The Applicant acknowledges and agrees that it will at all times cooperate with regard to request(s) for submission of additional requests for information from the Department as necessary.

The Applicant acknowledges and agrees to fully comply and cooperate with all monitoring activity of the Department after the date of commitment. The Applicant will give the State, the U.S. Department of Housing and Urban Development, and any State authorized representative access to and the right to examine all records, books, papers, or documents related to the application and any resulting funding awards.

By executing this authorization and release, the Applicant does hereby authorize the Arizona Department of Housing, its successors and assigns, to obtain and furnish and release, to all proper institutions and/or agencies, full and complete records, reports and/or information pertaining to the Applicant and its application under the State Housing Fund program.

The Applicant certifies that there was no participation in any aspect or manner of the due diligence, compilation, preparation, or submission process relating to this Application, or the project that is the subject of this Application, by any person(s) or entity(ies) in violation of applicable State of Arizona (such as those found at A.R.S. §§ 38-501 - 38-511) or federal (such as those found at 24 CFR 92.365 relating to the administration of HOME funds or 24 CFR 570.611 relating to the administration of CDBG funds) conflict of interest laws. Should ADOH determine that such a conflict exists; the Application will be discontinued from consideration of the award at issue. Further, violations of any other applicable state or federal law will similarly result in disqualification of the Application from consideration of said award.

The Applicant agrees that the Arizona Department of Housing, its successors and assigns, its agents, employees, attorneys, contractors and representatives will at all times be indemnified and held harmless against all losses, costs, damages, expenses and liabilities of whatsoever nature or kind (including, but not confined to, attorneys' fees, litigation and court costs, amounts paid in settlement, and amounts paid to discharge judgments, and any loss from such judgments or assessments) directly or indirectly resulting from, arising out of, or related to acceptance, consideration and approval or disapproval of the Applicant's application for funding.



The Applicant hereby represents and certifies under penalty of A.R.S. 13-2311 and 39-161 that the information set forth herein, and all material submitted by the Applicant to the Department, are to the best of the Applicant's knowledge, true and complete and accurately describe the proposed project. The undersigned is duly authorized to execute this instrument on behalf of the Applicant and possesses the legal authority to apply for an allocation of State Housing Funds and to execute the proposed program.

Further, the Applicant represents that its governing body has duly adopted or passed an official act of resolution, motion or similar action authorizing the filing of the application, including all understandings and assurances required, and directing and authorizing the applicant's chief executive officer and/or other designated official representative to act in connection with the application and to provide such additional information as may be required.

The Applicant understands that all representations made herein, and all documentation submitted, is subject to verification by the Department, and that any misrepresentations or inaccuracies, whether intentional or not, may subject the project to a loss of competitive scoring points or to disqualification. For the purposes of verification, the Applicant and Developer hereby authorize the Department to request information on entities and individuals closely related to this transaction from any lender, investor, or other institution or entity named in this application. Such information includes but is not limited to audits, financial statements, credit history, copies of income tax returns, and other information deemed necessary by the Department.

The Applicant has caused this document to be duly executed in its name as of this----- day of \_\_\_\_\_ ' 20 \_\_\_\_\_

**Applicant Name:** \_\_\_\_\_

**By:** \_\_\_\_\_  
*(Signed by the same person who signed the Resolution)*





**RESOLUTION NO. 23-02-03**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR FISCAL YEAR (FY) 2023/2024 HOME INVESTMENT PARTNERSHIP PROGRAM AND STATE HOUSING FUND (SHF) FUNDS; CERTIFYING THAT SAID APPLICATION MEETS THE COMMUNITY'S PREVIOUSLY IDENTIFIED HOUSING AND COMMUNITY DEVELOPMENT NEEDS AND THE REQUIREMENTS OF THE CDBG PROGRAM; AND AUTHORIZING ALL ACTIONS NECESSARY TO IMPLEMENT AND COMPLETE THE ACTIVITIES OUTLINED IN THE APPLICATION.**

**WHEREAS** the Gila County Board of Supervisors is desirous of undertaking affordable housing development activities; and

**WHEREAS** the State of Arizona is administering the HOME Investment Partnership Program and SHF; and

**WHEREAS** the HOME Investment Partnership Program and the SHF require that the HOME Investment Partnership Program and the SHF must benefit low-income households; and

**WHEREAS** the activities outlined within this application address the community's low-income population housing needs: and

**WHEREAS** a recipient of HOME Investment Partnership Program and SHF funds is required to comply with the program guidelines, and state and federal statutes and regulations.

**NOW, THEREFORE, BE IT RESOLVED** that the Gila County Board of Supervisors authorizes an application to be made to the State of Arizona, Department of Housing for FY 2023/2024 HOME Investment Partnership Program funds and SHF funds; authorizes its chairman to sign the application and contract or grant document for receipt and use of these funds; and authorizes its Chairman to take all actions necessary to implement and complete the activities submitted in said application;

After recording return  
To Melissa Henderson BOS

**BE IT FURTHER RESOLVED** that the Gila County Board of Supervisors will comply with all HOME Investment Partnership Program and SHF guidelines; state and federal statutes and regulations applicable to the HOME Investment Partnership Program and the SHF; and the certifications contained in the application.

**PASSED AND ADOPTED** this 21<sup>st</sup> day of February 2023, at Globe, Gila County, Arizona

**GILA COUNTY BOARD OF SUPERVISORS**

---

Woody Cline, Chairman

Attest:

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James Menlove, Clerk of the Board

Approved as to form:

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The Gila County Attorney's Office

**ARF-7834**

**Regular Agenda Item 4. C.**

**Regular BOS Meeting**

Meeting Date: 02/21/2023

Submitted For: Aimee Staten, Grant Administrator

Submitted By: Aimee Staten, Grant Administrator

Department: Finance

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Information

Request/Subject

Adopt Resolution No. 23-02-02 in support of a gaming grant application submitted by Pine-Strawberry Fire District to the Pascua Yaqui Tribe.

Background Information

The passage of Proposition 202 by the voters of Arizona in November 2002 set the stage for new gaming compacts between the State and the respective tribes. An important provision of Proposition 202 was the sharing of gaming revenues with the State. A portion of the revenue to be shared can be retained by a tribe and distributed itself. Specifically, Proposition 202 states: *"The Tribe shall make twelve percent (12%) of its total annual contribution under Section 12(B) in either or both of the following forms: Distributions to cities, towns, or counties for government services that benefit the general public, including public safety, mitigation of the impacts of gaming, or promotion of commerce and economic development. Deposits to the Commerce and Economic Development Commission Local Communities Fund established by A.R.S. Section 41-1505.12."* The Pascua Yaqui Tribe has opted for option one (above) and therefore distributes these "12 percent" funds directly to cities, towns, or counties through our State Shared Revenue Grants Program. Since the law requires that all funds be distributed to cities, towns, and counties, the other potential grantees are required to cooperate with either a city, town, or county entity to receive any grant funding and act as a pass-through for the other agencies. This process is used throughout Arizona with Tribal Governments that choose to directly distribute a portion of their gaming funds. Cities, towns, and counties are asked to provide resolutions accepting these grants and acting as pass-through agencies for non-municipal entities that are successful grant recipients. The Pine-Strawberry Fire District has applied to the Pascua Yaqui Tribe for \$47,585 to assist in replacing a command staff vehicle. According to the grant application, a resolution from a county or

municipality is required stating proof of support and sponsorship and that the county or municipality will act as a pass-through agency for the grant funds.

### Evaluation

If grant funds are awarded, Pine-Strawberry Fire District will purchase a new command staff vehicle to replace one that is past its replacement date.

### Conclusion

The Pine-Strawberry Fire District has a critical need to replace its command vehicle to ensure that the Fire Chief or designated incident commander can get to and from emergency scenes reliably and safely. This vehicle will also be used in the response to large wildfire incidents statewide. The command vehicle will also be utilized while assisting Pine-Strawberry Fire District's mutual aid partners such as Payson Fire Department, Hellsgate Fire District, Christopher-Kohls Fire District, Department of Public Safety, Gila County Sheriff's Department, and the United States Forest Service.

### Recommendation

Staff recommends that the Board of Supervisors adopt Resolution No. 23-02-02.

### Suggested Motion

Information/Discussion/Action to adopt Resolution No. 23-02-02 in support of a grant application in the amount of \$47,585 that is being submitted to the Pascua Yaqui Tribe by the Pine-Strawberry Fire District (PSFD); authorizing Gila County to act as the fiscal agent for the PSFD; and agreeing to accept funding from the Pascua Yaqui Tribe on behalf of the PSFD. **(Aimee Staten)**

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### Attachments

Resolution No. 23-02-02

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**RESOLUTION NO. 23-02-02**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA IN SUPPORT OF A GRANT APPLICATION BEING SUBMITTED TO THE PASCUA YAQUI TRIBE FOR THE PINE-STRAWBERRY FIRE DISTRICT AND AUTHORIZING GILA COUNTY TO ACT AS THE FISCAL AGENT AND ACCEPT FUNDING ON BEHALF OF PINE-STRAWBERRY FIRE DISTRICT.**

**WHEREAS**, the Pine-Strawberry Fire District is a special taxing district formed in 1969 in Gila County; and,

**WHEREAS**, the Pine-Strawberry Fire District submitted an application for a grant from the Pascua Yaqui Tribe in the amount of \$47,585; and,

**WHEREAS**, the Pine-Strawberry Fire District is in need of this supplemental funding to purchase a command vehicle that is past its replacement date; and,

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

**NOW, THEREFORE, BE IT RESOLVED**, that the Gila County Board of Supervisors supports and sponsors the grant application and award for Pine-Strawberry Fire District per the gaming grants requirements of the Pascua Yaqui Tribe and further will act as the fiscal agent and accept funding on behalf of the Pine-Strawberry Fire District.

**PASSED AND ADOPTED** this 21<sup>st</sup> day of February 2023, at Globe, Gila County, Arizona.

**GILA COUNTY BOARD OF SUPERVISORS**

\_\_\_\_\_  
Woody Cline, Chairman

Attest:

\_\_\_\_\_  
James Menlove, Clerk of the Board

Approved as to form:

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

**ARF-7831**

**Regular Agenda Item 4. D.**

**Regular BOS Meeting**

Meeting Date: 02/21/2023

Submitted For: Homero Vela, Director

Submitted By: Betty Hurst, Contracts Administrator

Department: Public Works

Fiscal Year: 2023-2024

Budgeted?: Yes

Contract Dates 02-07-2023 to

Grant?: Yes

Begin & End: 02-06-2024

Matching No

Fund?: Replacement

Requirement?:

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Information

Request/Subject

Authorize the advertise for Statement of Qualifications No. 012023 -  
*On-Call Land Survey Services.*

Background Information

Gila County has a Survey Division within the Public Works Department that is used for transportation purposes. However, other County Departments need surveys for miscellaneous projects sometimes. The Public Works Survey Division can't always accommodate in a timely manner due to the workload.

Evaluation

Gila County is seeking an On-Call qualified, Arizona-licensed survey company that provides survey data, legal descriptions, and boundary surveys for various projects.

Conclusion

Gila County would prefer to choose a company with an RFQ approach rather than through State or Cooperative contracts to allow local and small businesses to participate.

Recommendation



Gila County Staff recommends that the Board of Supervisors allow for the advertisement of SOQ No. 012023 - *On-Call Land Survey Services* with a not to exceed the amount of \$100,000 per year.

Suggested Motion

Information/Discussion/Action to authorize the advertisement of Statement of Qualifications No. 012023 - *On-Call Land Survey Services* for various projects within Gila County with a not to exceed the amount of \$100,000 per year. **(Homero Vela)**

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Attachments

Request to Advertise

SOQ 012023 On-Call Survey Services

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## EXHIBIT "H"

**GILA COUNTY DEPARTMENTAL REQUEST TO ADVERTISE FOR BIDS**

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

<p style="text-align: center;"><b>IS THIS A REQUEST FOR</b> <i>Check one</i></p> <p>Bids _____ Proposals _____</p> <p>Qualifications <u>  X  </u></p>	<p style="text-align: center;"><b>REQUEST NUMBER</b></p> <p style="text-align: center;"><u>  012023  </u></p> <p style="text-align: center;"><i>(For Procurement Use Only)</i></p>																														
<p><b>I. DESCRIPTION:</b> <i>List item(s) to be purchased, purpose, specific summary, estimated cost and funding source.</i></p>																															
<p>FUNDING _____ PROJECTS: <u>  various  </u></p> <p>Fund <u>  various  </u> Dept No. _____ Program _____ Location _____ Account _____</p> <p><u>  Estimated Cost: \$100,000 per year  </u></p>																															
<p><b>INTENT: On-Call Surveying for all Departments in Gila County to use during the year. Possible 3 year extensions.</b></p>																															
<div style="background-color: yellow; width: 100px; height: 40px; float: left; margin-right: 10px;"></div> <p>Signed: _____ Date <u>  2/6/2023  </u></p> <p style="text-align: center;"><i>Elected Official or Department Head</i></p>																															
<p><b>II. DEPARTMENTAL INFORMATION ONLY:</b> <i>Action Dates</i></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;">DATE</td> <td style="width: 40%;">Department Receipt</td> <td style="width: 20%;"><u>  2/6/2023  </u></td> <td style="width: 10%;">Placed on Agenda</td> <td style="width: 20%;"><u>  2/6/2023  </u></td> </tr> <tr> <td></td> <td>Presented to Board</td> <td><u>  2/21/2023  </u></td> <td>Approved to Call</td> <td><u>                    </u></td> </tr> <tr> <td></td> <td>Delivered to Paper</td> <td><u>                    </u></td> <td>Paper Name</td> <td><u>  Payson Roundup  </u></td> </tr> <tr> <td></td> <td>Advertised From</td> <td><u>  2/28/2023  </u></td> <td>To</td> <td><u>  3/7/2023  </u></td> </tr> <tr> <td></td> <td>Closing Date</td> <td><u>  3/16/2023  </u></td> <td>Bid Award Date</td> <td><u>  4/4/2023  </u></td> </tr> <tr> <td></td> <td>Awarded To</td> <td><u>                    </u></td> <td>Pre-Bid Meeting Date</td> <td><u>                    </u></td> </tr> </table>		DATE	Department Receipt	<u>  2/6/2023  </u>	Placed on Agenda	<u>  2/6/2023  </u>		Presented to Board	<u>  2/21/2023  </u>	Approved to Call	<u>                    </u>		Delivered to Paper	<u>                    </u>	Paper Name	<u>  Payson Roundup  </u>		Advertised From	<u>  2/28/2023  </u>	To	<u>  3/7/2023  </u>		Closing Date	<u>  3/16/2023  </u>	Bid Award Date	<u>  4/4/2023  </u>		Awarded To	<u>                    </u>	Pre-Bid Meeting Date	<u>                    </u>
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<p><b>III. OTHER APPROVAL:</b> <i>Only as necessary</i></p> <p>Department Name: _____</p> <p style="text-align: center;">Department Head Signature _____ Date _____</p> <p>Department Name: _____</p> <p style="text-align: center;">Department Head Signature _____ Date _____</p>																															
<p><b>IV. APPROVED</b></p> <p>Finance Director Signature _____ Date _____</p>																															

**STATEMENT OF QUALIFICATIONS NO. 012023**

**On-Call Land Survey Services**

**GLOBE, ARIZONA**



**BOARD OF SUPERVISORS**

**Woody Cline, Chairman**

**Steve Christensen, Vice Chairman**

**Tim Humphrey, Member**

**County Manager**

**James Menlove**



**GILA COUNTY**  
**NOTICE OF REQUEST FOR SEALED QUALIFICATIONS NO. 012023**  
**ON-CALL DESIGN/ARCHITECTURAL SERVICES**

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**Notice is hereby given that Gila County is requesting** Statement of Qualifications from qualified Small Business firms or individuals for On-Call Land Survey Services.

**SUBMITTAL DUE DATE:** 3:00 PM, MST, Thursday March 16, 2023

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

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

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

All proposals shall be made on the Request for Sealed Proposals forms included in this RFQ No. 012023 package and shall include all applicable taxes.

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

Any questions regarding this Request for Proposals shall be submitted in writing and directed to: Betty Hurst, Contracts Administrator, at [bhurst@gilacountyaz.gov](mailto:bhurst@gilacountyaz.gov), 928-402-4355.

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

Dates advertised in the Payson Roundup: **February 28, 2023 and March 7, 2023**

Signed: \_\_\_\_\_  
**Chairman of the Board of Supervisors**

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

Signed: \_\_\_\_\_  
**The Gila County Attorney's Office**

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

**PROFESSIONAL SERVICES CONTRACT NO. 012023**

**On-Call Land Surveyor Services**

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, **2023**, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and \_\_\_\_\_, of the City of \_\_\_\_\_, 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 agreements herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

**ARTICLE 1 – SCOPE OF SERVICES:** This Contract can be utilized by any Gila County Department. The Department will be responsible to check with the Finance Department on dollar amounts spent during the contract before proceeding with their own request for services. Each Department will create their own scope of work and present it to the Consultant for a quote based on prices for services accepted in this contract. If the contract is renewed each year for 3 subsequent years, Departments must take into consideration any unfinished work under this contract. Gila County may request the following:

- Boundary Surveying
- Topographic Surveying
- Construction Staking
- Grade Checking
- Right of Way Staking
- GIS Surveying
- Writing Legal Descriptions
- AutoCAD Drafting
- Ground Control for Aerial Mapping

The on-call list will be in effect for one (1) year, with an option of renewal for three (3) additional one year periods, if determined to be in the County's best interest.

Gila County intends to select firms for services without obligation and can call upon the firms at any time during the term of the agreement. There is no guarantee of a number of projects, minimum contracting amount, either annually or over the entire term of agreement. The total of the projects will not exceed \$100,000 per year, as circumstances warrant or may be in the best interest of Gila County.

The firm will have a registrant in charge of land surveying whose license is current and in good standing with the Arizona State Board of Technical Registration. Additionally, the firm registration card will be current and on file with AZSBTR.

Scoring for this SOQ will entail the following:

40 Points	Survey Staff Qualifications
25 Points	Management Philosophy, Process, QA/QC
25 Points	Local Project Experience
10 Points	Overall Quality of Proposal

In a Separate Sealed Envelope, please state the hourly fees. This will not be opened until after scoring and interviews.

**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 "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 Consultant or any of its owners, officers, directors, agents, employees or Subcontractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law, Employee Liability Claim(s), 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 Subcontractor 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 Subcontractor.

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 Subcontractor and Consultant is free to purchase additional insurance as may be determined necessary.

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. **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”.**

3. **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 Procurement Department, 1400 E. Ash St., Globe, AZ, 85501** or email to [bhurst@gilacountyaz.gov](mailto:bhurst@gilacountyaz.gov). The County project/contract number and project description shall be noted on the certificate of insurance.

The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTOR:** Consultants' certificate(s) shall include all Subcontractor as additional insured's under its policies **or** Consultant shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for Subcontractor 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 – 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 Subcontractor in performance of the Agreement, Subcontractor shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and Subcontractor 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 Subcontractor 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 Subcontractor engaged in performance of this Agreement to ensure that the other party and its Subcontractor 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:** 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 7 – 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 8 – CANCELLATION:** This contract is subject to the cancellation for conflict of interest of provisions of **A.R.S. §38-511**.

**Further**, the Contractor must certify there is no officer or employee of Gila County who has, or whose relative has, a substantial interest in any Contract award subsequent to this Response.

The Contractor must furnish names of any and all public officers or employees of Gila County who have, or whose relative has, a substantial interest in any Contract award subsequent to this Response are identified by name as part of the submittal.

The Contractor must certify that their firm is not currently debarred, suspended, or proposed for debarment by any federal or state entity. The Contractor agrees to notify the County of any change in this status, should one occur, until such time as an award has been made under this procurement action.

**ARTICLE 9 – 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 Subcontractor 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 10– 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 11 – 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 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 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 13 – GOVERNING LAW:** Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

**ARTICLE 14 – TERM:** The Contract commences on the date it is signed by the Board of Supervisors and remains in effect for a period of one year from that date, unless terminated earlier pursuant to this contract. The County shall have the sole option to renew the contract for three (3) additional one (1) year periods.

**ARTICLE 15 – PAYMENT/BILLING:** Consultant shall be paid an amount not to exceed \$100,000.00 for completion of the projects as outlined in the Scope of Services in one contract year. This amount contains a 15% owner contingency fee that must be pre-approved prior to paying.

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

Costs for all projects must be under the total Not to Exceed dollar amount in the Contract for one year. 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.

### **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, subcontractors, 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 five (5) business days after becoming aware of the non-compliance. If the Company does not remedy the non-compliance within 180-days after sending notice of non-compliance, this Agreement shall automatically terminate.

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

\_\_\_\_\_  
**Signature of Authorized Representative**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Title**

**ISRAEL BOYCOTT CERTIFICATION:**

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

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

\_\_\_\_\_  
**Signature of Authorized Representative**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Title**



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or Local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. IN addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

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Typed Name and Title of Authorized Representative

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Signature of Authorized Representative



I am unable to certify the above statements. My explanation is attached.

## Response Certification

\_\_\_\_\_  
(DATE)

The undersigned certifies that to the best of his or her knowledge: (check one)

☐ There is no officer or employee of Gila County who has, or whose relative has, a substantial interest in any Contract award subsequent to this Response.

☐ The names of any and all public officers or employees of Gila County who have, or whose relative has, a substantial interest in any Contract award subsequent to this Response are identified by name as part of the submittal.

The undersigned further certifies that their firm (check one) ☐ **IS** or ☐ **IS NOT** currently debarred, suspended, or proposed for debarment by any federal or state entity. The undersigned agrees to notify the County of any change in this status, shall one occur, until such time as an award has been made under this procurement action.

In compliance with Statement of Qualifications No. Space Needs Assessment and Conceptual Plan Engineering Analysis, and after carefully reviewing all the terms and conditions imposed therein, the undersigned agrees to furnish such services in accordance with the specifications/scope of work according to the Proposal submitted or as mutually agreed upon by subsequent negotiation.

\_\_\_\_\_  
Signature of Principal

\_\_\_\_\_  
Print

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Phone Number

**IN WITNESS WHEREOF**, three (3) identical counterparts of this contract, each of which shall include original signatures, and for all purposes shall be deemed an original thereof, have been duly executed by

the parties hereinabove named, on this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**GILA COUNTY BOARD OF SUPERVISORS:**

**CONSULTANT:**

\_\_\_\_\_  
**Chairman, Board of Supervisors**

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

**ATTEST:**

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

\_\_\_\_\_  
**James Menlove, Clerk of the Board of Supervisors**

**APPROVED AS TO FORM:**

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

**Regular BOS Meeting**

Meeting Date: 02/21/2023

Submitted For: Michael O'Driscoll, Assistant County Manager

Submitted By: Michael O'Driscoll, Assistant County Manager

Department: Assistant County Manager

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Information

Request/Subject

Termination of the lease agreement between the Pine-Strawberry Horseman's Association and Gila County.

Background Information

On May 24, 2005, the Gila County Board of Supervisors entered into a lease agreement with the Pine-Strawberry Horseman's Association that allowed them to use a portion of the property owned by Gila County which is used for Public Works activities. That piece of property owned by Gila County is known as the Pine-Strawberry Yard. On this property is a horse arena and the original lease specified that the Pine-Strawberry Horseman's Association must maintain the horse arena and use the arena for horse shows and livestock events and keep the property clean, neat, and sanitary. In addition, the lease called for making the property available to other not-for-profit organizations and families to use.

At this time, the Pine-Strawberry Horseman's Association has notified Gila County that they would like to officially terminate the lease.

Evaluation

The Pine-Strawberry Horseman's Association has the right to cancel the lease and has notified Gila County they would like to do so.

Conclusion

The Pine-Strawberry Horseman's Association has officially notified Gila County that they would like to terminate the lease agreement and the Gila County Board of Supervisors should consider that request.

Recommendation

The Assistant County Manager recommends that the Gila County Board of Supervisors terminate the lease agreement between Gila County and the Pine-Strawberry Horseman's Association.

Suggested Motion

Information/Discussion/Action terminate the lease agreement between Gila County and the Pine-Strawberry Horseman's Association. **(Michael O'Driscoll)**

---

Attachments

Horseman's Association Lease 2005

Horseman's Association Cancellation Notice

ARS 38-511

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## F7'1e

then have  
Assoc.  
sign  
a place  
on  
5/24  
agenda  
Thanks  
Marion

LegalReview

**Detailed Summary** (To be provided in lieu of back-up material or when back-up material does not sufficiently explain purpose of proposal and/or request):

Approved	Disapproved	Deleted	Continued to:
----------	-------------	---------	---------------

- ✓ 1) Seal
- ✓ 2) Copy 1) File 2) Tommie
- ✓ 3) Send 1 copy to Tommie
- ✓ 4) Record original Agreement
- ✓ 5) File 1) Mary Ellen Randall Arena 2) P-S Horsemen's Assor w/ATTACH



Gila County, \*AZ  
Linda\*Haught Ortega, Recorder  
06/13/2005  
11:21AM  
Doc Code: L

GILA CO BOS

Doc Id: 2005-010251  
Receipt n: 34561  
Rec Fee: 0.00

When recorded deliver to:

**Marian Sheppard, Chief Deputy Clerk  
Gila County Board of Supervisors**

| |||||  
Gila County, AZ L

**2005-010251**

Page: 1 of 7  
06/13/2005 11:21A  
0.00



## CAPTION HEADING:

**Lease Use Agreement  
Between Gila County and Pine-Strawberry Horseman's Association  
5/24/05**

**DO NOT REMOVE**

This is part of the official document

I [REDACTED]  
Gila Co1.1n,\_A\_! \_\_\_\_\_ - \_ -

## **LEASE USE AGREEMENT**

GILA COUNTY, through the GILA COUNTY BOARD OF SUPERVISORS, hereinafter referred to as the "LESSOR," hereby leases property to the PINE-STRAWBERRY HORSEMAN'S ASSOCIATION, an Arizona Non-Profit Corporation, hereinafter referred to as the "LESSEE." As used herein, the term Lessee shall also include all of Lessee's employees, agents, assigns or successors or anyone claiming under them or acting on their behalf.

Lessor, for and in consideration of the covenants and agreements of Lessee contained herein does hereby lease to Lessee and the Lessee leases from the Lessor the following described property: the portion of the Pine County Yard described in the map attached hereto and incorporated herein as Addendum A.

### **ARTICLE ONE**

1. (a) **Term of Lease.** The term of this lease shall be for a period of five (5) years, beginning on the 24th day of March, 2005 and ending on the 23rd day of May, 2010, unless sooner terminated as hereinafter provided.

(b) **Extension of Lease.** This lease may be extended for a similar period at similar terms should all terms and conditions be faithfully met.

(c) **Cancellation of Lease.** This lease agreement is subject to the cancellation provisions of A.R.S. §38-511.

### **ARTICLE TWO**

2. **RENT:**

||||| |||||  
G\_!!\_ County, AZ L

This Lease is made for and in consideration of Lessee's maintenance of a permanent horse arena and for the further agreement that the said arena shall be used for horse shows and livestock events and such other uses as may be approved by the GILA COUNTY BOARD OF SUPERVISORS with thirty (30) day notification to the Lessor of said event.

### **ARTICLE THREE**

#### **3. AS FURTHER CONSIDERATION OF THIS LEASE, THE LESSEE AGREES AND BINDS ITSELF:**

- a. To indemnify and save harmless Lessor and its agents, employees, officers and directors from and at Lessee's expense, defend Lessor and its agents, employees, officers and directors against all liability, obligations, losses, damages, penalties, claims, actions, costs of whatsoever kind or nature which in any way relate to or arise out of this agreement.
- b. To maintain the property in good condition suitable for horse and livestock events; to make at its own expense all repairs of any kind, whether ordinary or extraordinary; it being understood, however, that any structural alterations shall be subject to approval of the Lessor.
- c. To maintain liability insurance and property insurance in a minimum of two million dollars (\$2,000,000.00) for liability insurance and two million dollars (\$2,000,000.00) for property insurance, with GILA COUNTY as an additional insured on such policies. Lessee shall deliver to Lessor a certificate evidencing such insurance before the lease term commences.
- d. To minimize dust emission at all times during an event by constantly dampening those areas of the leased premises that emit dust.
- e. To cause the Lessee's operations to be operated by competent persons only. Lessee will use the site only for its permitted purposes and will not install upon, operate upon, use, maintain the site improperly, carelessly or in

**f.** To obtain at its expense all registration, permits, licenses required for the operation of the permitted uses and to pay and discharge all other operating expenses.

**h.** To make the site available for 4-H meetings and for use by 4-H members without charge.

i. To make the site available for horse related use to others at the following rates: children 16 and under \$5.00 per year; individuals 17 and up \$15.00 per year; and families \$20.00 per year.

**j.** To make the site available for use by other non-profit organizations for uses not inconsistent with maintaining the site as a horse arena sufficient for horse and livestock events without cost provided such non-profit organizations maintain liability coverage for the property which is the same as the liability coverage Lessee is required to maintain in this agreement.

**4. USE OF PREMISES:**

The premises herein leased shall be used exclusively for the legitimate organizational purposes of the Lessee and the Lessee is obligated to not use the same for any purpose that is unlawful or tends to injure or depreciate the property. Lessee's

Lessor or its agent shall not be liable for any damage to the property of Lessee or of others entrusted to the Lessee, nor for the loss of or damage to any property of Lessee by theft or otherwise. Lessor or its agent shall not be liable for any injury or damage to persons or property resulting from any cause of whatsoever.

**ARTICLE SIX**

**6. SURRENDER OF PREMISES:**

At the expiration of this Lease, or its renewal, or its termination for other causes, Lessee is obligated to immediately surrender possession of the leased premises. Should Lessee fail to surrender possession and should this matter proceed to Court, the parties agree that the prevailing party shall be paid all attorneys' fees and costs incurred in bringing the action. Should Lessor allow or permit Lessee to remain in the leased premises after the expiration of this Lease, this shall not be construed as a renewal of the Lease term, but the Lessee shall be liable for the reasonable rental value of the property for the period beyond which they remain.

**ARTICLE SEVEN**

**7. MISCELLANEOUS:**

All notices required to be given under the terms of this Lease shall be in writing and by certified mail, addressed to Lessee at the leased premises or to the Lessor at the address appearing in this Lease and such mailing shall constitute full proof of and compliance with the requirement of notice.

In the event any covenant, condition, or provision contained herein is held to be invalid by any Court of competent jurisdiction, the invalidity of any such covenant, condition, or provision shall in no way affect any other covenant, condition or provision contained herein.





Gila County, AZ

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**ARTICLE EIGHT****8. SIGNATURES**

**IN WITNESS WHEREOF**, Gila County, through the GILA COUNTY BOARD  
OF SUPERVISORS and the PINE-STRAWBERRY HORSEMAN'S ASSOCIATION  
hereby execute this agreement dated this 24th day of May, y\_\_\_\_\_ 2005.

BOARD OF SUPERVISORS

  
José M. Sanchez, Chairman

LES EE

  
Lynn Gardner, President  
Pine-Strawberry Horseman's  
Association

APPROVED AS TO FORM

  
Daisy Flores, County Attorney

ATTEST

  
Steve Besich, Clerk of the Board

January 17, 2023

Maryn Belling

Gila County Finance Director

1400 W. Ash St

Globe, Arizona 85501

RE: Pine County Yard Property Lease

This letter is to notify you of our wish to cancel the existing lease with Gila County for the Horsemen's Association Arena.

A handwritten signature in black ink that reads "Laura Miranda". The script is cursive and fluid.

Laura Miranda, President

Pine Strawberry Horsemen's Association

P.O. Box 1151

Pine, Az 85544

### 38-511. Cancellation of political subdivision and state contracts; definition

- A. The state, its political subdivisions or any department or agency of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time while the contract or any extension of the contract is in effect, an employee or agent 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 of the contract.
- B. Leases of state trust land for terms longer than ten years cancelled under this section shall respect those rights given to mortgagees of the lessee by section 37-289 and other lawful provisions of the lease.
- C. The cancellation under this section by the state or its political subdivisions shall be effective when written notice from the governor or the 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.
- D. The cancellation under this section by any department or agency of the state or its political subdivisions shall be effective when written notice from such party is received by all other parties to the contract unless the notice specifies a later time.
- E. In addition to the right to cancel a contract as provided in subsection A of this section, the state, its political subdivisions or any department or agency of either may recoup any fee or commission paid or due to 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 from any other party to the contract arising as the result of the contract.
- F. Notice of this section shall be included in every contract to which the state, its political subdivisions, or any of the departments or agencies of either is a party.
- G. For purposes of this section, "political subdivisions" do not include entities formed or operating under title 48, chapter 11, 12, 13, 17, 18, 19 or 22.

**ARF-7788**

**Regular Agenda Item 4. F.**

**Regular BOS Meeting**

Meeting Date: 02/21/2023

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

Submitted By: Cathy Melvin, Executive Assistant

Department: Board of Supervisors-District 3

Fiscal Year: 2022

Budgeted?: Yes

Contract Dates 6/1/23 to 11/1/24

Grant?: No

Begin & End:

Matching No

Fund?: Renewal

Requirement?:

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Information

Request/Subject

Approval of Economic Development Grant Agreement No. 12272022 between Gila County and the Conservation Legacy to provide the recruitment, supervision, and training of two Youth Conservation Corps (YCC) crews and crew leaders.

Background Information

In 2021, District 3 Supervisor Woody Cline and staff collaborated with the Tonto National Forest (TNF) administrative staff and the Conservation Legacy to establish two YCC crews. Even after extensive recruiting efforts and outreach the Conservation Legacy, TNF staff, and Gila County were unable to recruit the crew members. The funds (\$70,000) were approved by the Board of Supervisors and the County partnered with Conservation Legacy to assist in establishing the crews; however, those funds were not spent. The TNF and Conservation Legacy has agreed to provide the recruiting and outreach activities to establish two YCC crews, one crew will be based in the Payson area and another crew will be based in Globe to cover both Globe and Tonto Basin.

Evaluation

The agreement includes the amount of funding (\$70,000) that will be required for the project and the scope of work that will be provided for training the YCC crews. The funding will be provided by Gila County which will cover the costs for 4 leaders/mentors, 12 crew members, supplies, and vehicle rental. The Conservation Legacy will provide opportunities for as well as manage conservation projects within the

County and provide young adults and/or veterans with structured, safe, and challenging work and educational opportunities through employment projects that promote personal growth, the development of life skills, and an ethic of natural resource stewardship within the County. The Conservation Legacy agrees that the entire grant will be utilized for conservation projects solely within Gila County.

### Conclusion

The YCC crews will benefit the youth and/or veterans that are employed by developing skills and providing them with a positive work experience and exposing them to the numerous career opportunities available with the United States Forest Service.

### Recommendation

Staff recommends the approval of Agreement No. 12272022 between Gila County and Conservation Legacy.

### Suggested Motion

Information/Discussion/Action to approve Economic Development Grant Agreement No. 12272022 between Gila County and Conservation Legacy in the amount of \$70,000 for one year to fund two Youth Conservation Corp Crews to be based in Payson and Globe, which the Board has determined to be for the benefit of the public. **(Woody Cline)**

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### Attachments

Conservation Legacy Agreement

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**AGREEMENT NO. 12272022**  
**BETWEEN**  
**GILA COUNTY**  
**AND**  
**CONSERVATION LEGACY**

This Agreement (the "Agreement") is made and entered into effective this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between Gila County, AZ (the "County") and the Conservation Legacy (the "Organization"). (Gila County and the Organization shall be collectively referred to hereafter as "the Parties" and individually as a "Party").

**RECITALS**

**WHEREAS**, the Gila County Board of Supervisors (the "Board") desires to provide funding to the Conservation Legacy pursuant to A.R.S. 11-254 for the purpose of economic development activity which the Board has determined that the funding is for the benefit of the public; and,

**WHEREAS**, the Board has determined that the funding request is for the benefit of the public in compliance with A.R.S. § 11-254, as supported by the data in the report set forth in Exhibit A attached hereto and incorporated herein by this reference; and,

**WHEREAS**, the Organization is a tax exempt 501 (c) (3) nonprofit organization that enjoys and maintains federal tax-exempt status; and,

**WHEREAS**, the Organization is operated and maintained within the boundaries of the County; and,

**WHEREAS**, the Organization has requested funding to complete conservation projects, provide young adults and/or veterans with structured, safe and challenging work and educational opportunities through employment projects that promote personal growth, the development of life skills, and an ethic of natural resource stewardship within the County; and

**WHEREAS**, the Board has found and determined that the funding is for the benefit of the public and will assist in the creation or retention of jobs or will otherwise improve or enhance the economic welfare of the inhabitants of the County.

**WHEREAS**, the Organization will promote Gila County as a partner through their website and recruiting activities.

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



## **AGREEMENTS**

**1. Economic Development Grant:** Subject to the terms and conditions of this Agreement, the County will provide the sum of \$70,000 in the form of an Economic Development Grant (the “Grant”) to the Organization.

**2. Consideration:** In exchange for the Grant, the Organization will provide opportunities for and manage conservation projects within the County and provide young adults and/or veterans with structured, safe and challenging work and educational opportunities through employment projects that promote personal growth, the development of life skills, and an ethic of natural resource stewardship within the County. The Organization will also promote Gila County as a partner through their website and recruiting activities. The Organization agrees that the entire Grant will be utilized for conservation projects solely within the County.

**3. Term:** This Agreement shall be effective as of the date provided above and shall have a term of one (1) year or until such time not to exceed (18) month as the Organization provides the County with documentation that the Grant has fully utilized as provided above.

**4. Indemnification:** The Organization shall indemnify, defend, save and hold harmless the County and its officers, officials, agents, and employees (hereinafter referred to as “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 the Organization or any of its, officers, directors, agents, employees. This indemnity includes any claim or amount arising out of or recovered under the Workers’ Compensation Law or arising out of the failure of such the Organization to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the Parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the Organization from and against any and all Claims. It is agreed that the Organization will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the Grant of this Agreement, the Organization agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by this Agreement.

**5. Termination:** Either Party may, at any time and without cause, cancel this Agreement by providing 30 days written notice to the other Party.

**6. Cancellation for Conflict of Interest:** This Agreement may be canceled by either Party for conflict of interest pursuant to the provisions of A.R.S. §38-511, which is hereby fully incorporated herein by this reference as if the same is fully set forth in this Agreement.

**7. Compliance with Laws:** The Parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. Any changes in the governing laws, rules and regulations during the term of this Agreement shall apply but do not require an amendment.

**8. Immigration Law Compliance Warranty:** As required by A.R.S. § 41-4401, the Organization hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). The Organization further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the e-verify program. If the Organization uses any subcontractors in performance of this Agreement, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the e-verify program. A breach of this warranty shall be deemed a material breach of this Agreement subject to penalties up to and including termination of this Agreement. The County retains the legal right to inspect the papers of the Organization and its subcontractors engaged in performance of this Agreement to ensure that the Organization and its subcontractors are complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the Parties may modify this paragraph consistent with state law.

**9. Non-Appropriation:** Notwithstanding any other provision in this Agreement, this Agreement may be terminated if, for any reason, the County does not appropriate enough monies for the purpose of funding this Agreement.

**10. Governing Law:** This Agreement shall in all respects be governed by the laws of the State of Arizona without reference to its principles of conflicts of laws.

**11. Dispute Resolution.** The parties shall first attempt to settle any dispute, controversy or claim arising out of or in connection with this Agreement by arbitration in Gila County, Arizona, pursuant to the Commercial Arbitration rules then in effect and authored by the American Arbitration Association, or as otherwise agreed by the Parties. The disclosure rules of the Arizona Rules of Civil Procedure shall apply. If the Parties are unable to reach a resolution, then the terms provided hereafter shall apply.

**12. Jurisdiction.** If any applicable arbitration fails, the Parties agree that all disputes and litigation regarding this Agreement and matters connected with its performance shall be subject to the exclusive jurisdiction of the courts of the State of Arizona or of the Federal courts sitting therein

**13. Entire Agreement:** This Agreement constitutes the entire Agreement between the Parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Agreement may be modified, amended, altered or extended only by a written amendment signed by the Parties.

**15. 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."

**16. 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.

**12. Audit of Non-Profit Corporations Receiving County Monies:** This Agreement is subject to the A.R.S. §11-624. Each nonprofit corporation receiving less than fifty thousand dollars in county assistance in any fiscal year shall comply with contract requirements concerning financial and compliance audits contained in contract agreements governing such programs.

**12. Entire Agreement:** This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Agreement may be modified, amended, altered or extended only by a written amendment signed by the Parties.

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

**GILA COUNTY**

**CONSERVATION LEGACY**

\_\_\_\_\_  
Woody Cline, Chairman  
Gila County Board of Supervisors

\_\_\_\_\_  
Lee Gault, Director

Date\_\_\_\_\_

Date\_\_\_\_\_

**ATTEST**

\_\_\_\_\_  
James Menlove, Clerk  
Gila County Board of Supervisors

**APPROVED AS TO FORM**

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

**ARF-7806**

**Regular Agenda Item 4. G.**

**Regular BOS Meeting**

Meeting Date: 02/21/2023

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

Submitted By: Cathy Melvin, Executive Assistant

Department: Board of Supervisors-District 3

Fiscal Year: 2022 Budgeted?: No

Contract Dates 2/7/23 to 2/8/24 Grant?: No

Begin & End:

Matching No Fund?: New

Requirement?:

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Information

Request/Subject

Approval of Intergovernmental Agreement No. 011223 between Gila County and the Christopher Kohls Fire Department (CKFD). The CKFD has submitted a request for an Economic Development Grant to assist the CKFD with drilling a well.

Background Information

Each year funds are budgeted to support economic development activities. In October 2022 it was brought to the attention of Supervisor Cline and Supervisor Christensen, at a community meeting, that the Christopher Kohls Fire Department did not have a well or restrooms available at the fire department which affects the firefighter's daily work and the community members during community events at the fire station. Subsequently, the CKFD applied for an Economic Development Grant to support establishing a well at the fire department. Under A.R.S. §11-254, contributions may be made to any governmental agency or to a non-profit corporation that enjoys and maintains federal tax-exempt status as long as all monies are utilized for the purpose determined to be public by the Board. The CKFD will provide direct benefit to the County by acknowledging the contribution to the public.

Evaluation

Funds are available. After reviewing the CKFD 's request, an Intergovernmental Agreement was developed in the amount of \$10,000, and asking the necessary questions, the Board shall determine if the request is for the benefit of the public. The Board may approve the IGA and determine it to be for the benefit of the public.

### Conclusion

Funds are available and after evaluation, the Board may approve IGA No. 011223 Economic Development Grant that the Board has determined to be for the benefit of the public by entering into an IGA with the CKFD.

### Recommendation

After evaluation, the Board may approve the Intergovernmental Agreement No. 011223 Economic Development Grant that the Board has determined to be for the benefit of the public by entering into an IGA with the CKFD.

### Suggested Motion

Information/Discussion/Action to approve Intergovernmental Agreement No. 011223 an Economic Development Grant between Gila County and the Christopher Kohls Fire Department whereby the County will disburse \$10,000 for the establishment of a well and that the Board has determined to be for the benefit of the public. **(Woody Cline)**

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### Attachments

CKFD IGA

CKFD Request

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**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
GILA COUNTY  
AND  
CHRISTOPHER KOHLS FIRE DISTRICT  
No. 011223**

This Agreement is made and entered into effective this \_\_\_\_\_ day of February 2023, by and between Gila County, hereinafter referred to as "County" and the Christopher Kohls Fire District, hereinafter referred to as "the Fire District".

**RECITALS**

**WHEREAS**, the Gila County Board of Supervisors desires to provide funding to the Fire District in order to further the economic development potentials of Gila County, by providing funds to assist in developing a water well for the Fire District; and

**WHEREAS**, the Fire District has requested funding to assist in developing a water well at the Christopher Kohls Fire Station. The Fire District is operated and maintained within the boundaries of Gila County; and

**WHEREAS**, the Fire District, formed pursuant to A.R.S. §48-202 et. seq. with powers outlined in A.R.S. §48-805; 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 \$10,000 contribution to the Fire District to further the economic development of the County and for the public

**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 \$10,000 in the form of an Economic Development Grant, to the Fire District for the establishment of a water well. The contribution will be in effect from February 7, 2023, 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:

Christopher Kohl's Fire District  
Robert J. Lockhart, Chief CKFD  
930 E. Christopher Creek Loop  
Payson, AZ 85541

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



3. After completion of the above-mentioned project, the Fire District must provide a comprehensive report to the County, including a financial reconciliation of all uses of funds, to demonstrate that the economic development grant has been used to support the above-stated-purpose. If documentation is not provided to the County or if the documentation does not demonstrate that all funds were used to support the above-stated-purpose, the County will not accept future Economic Development Grant applications from the Christopher Kohls Fire District and will be entitled to reimbursement for any funds not expended on the approved above-stated-purpose. Any unused portion of the grant shall be returned to the County.

Documentation shall be sent to:

Gila County Finance, 1400 E Ash Street, Globe, Arizona 85501 (Reference the Agreement number on your documentation).

#### **GENERAL TERMS**

1. **Indemnification:** The Fire District 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 the Fire District, either party may rescind this Agreement by providing written notice to the 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

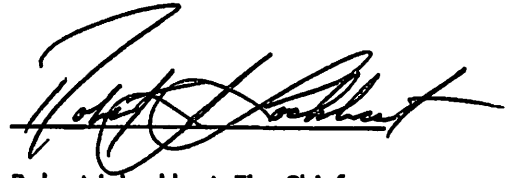
potential conflict of interest, and (3) the party specifically waives any such claim based on the Gila County Attorney's representation of other parties to this Agreement.

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."

**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**

\_\_\_\_\_  
Woody Cline  
Chairman of the Board



Robert J. Lockhart, Fire Chief  
Christopher Kohl's Fire District

**ATTEST**

\_\_\_\_\_  
JAMES MENLOVE, CLERK OF THE BOARD

**APPROVED AS TO FORM**

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

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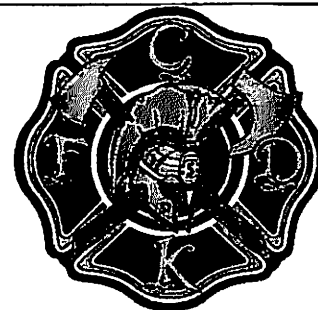
# Christopher Kohl's Fire District

930 E. Christopher Creek Loop Payson, AZ 85541

Phone # (928) 478-4011 Fax # (928) 478-4453

EIN # 86-0650867

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Gila County Board of Supervisors

November 14, 2022

ATTN: Woody Cline

Vice Chairman District 3 Supervisor

I would like to thank you and Supervisor Steve Christensen for meeting with members of the Christopher Kohl's Fire Department and the Ponderosa Home Owners Association at our Station # 53. At this meeting you were enlightened that at this fire house we do not have a well, a restroom, or a septic system. This negatively affects the firefighters daily and our residents at community events. As you witnessed there is complete community support for improving these three situations. The community and the Fire District are however both unable to finance these three projects. In addition in past years, due to these deficiencies, we were unable to house out of state wildland firefighters forcing them to leave the district and relocate miles away every night. Station # 53 is our furthest eastern station just over 5 miles from Route 260 down a long stretch of dirt road.

I have attached three bids to improve this Fire Station. The first bid is from Aero Drilling for the well. The second is from AZ Wastewater for the septic system. The third and final bid is from Casa Verde Custom Homes for the bathroom addition.

Aero Drilling and Pumps	\$10,540.72
AZ Wastewater	\$32,000.00
Casa Verde Custom Homes	\$47,183.29
Total	\$89,724.01

We would greatly appreciate any consideration the Board of Supervisors might expend in assisting us to alleviate this community problem.

Respectively,

*Robert J Lockhart*

Robert J Lockhart

Fire Chief Christopher Kohl's Fire District

AERO DRILLING & PUMPS, INC.

P.O. BOX 149  
RAYSON LA 70554  
(225) 774-2075

## Estimate

DATE ESTIMATE NO.

11/9/2022 92

NAME IN ADDRESS

CHANDLER PARK LOCAL FIRE DISTRICT

CITY AND STATE

LIC#

075067

ITEM	DESCRIPTION	QTY	RATE	TOTAL
WD	Well Drilling	200	12.00	2,400.00
WC	REAM BORE FOR TOP CASING	20	8.00	160.00
WDSG06	Steel Casing 6"	21	34.00	714.00
WDPWA	PVC Casing 4-1/2"	200	6.88	1,376.00
WDGT	Grout Seal	20	6.00	120.00
WLNCH	FILED FEES, STATE & COUNTY	1	295.00	295.00
10GS10412	Goulds 10GS10 1HP 230V sub pump	1	1,388.00	1,388.00
GALV-10	1" Galv. Pipe	180	6.88	1,300.32
ESP-104	10-4 Sub Pump Wire	190	2.56	486.40
PTLESS-10	1" Ptlless Adpt & Cap	1	320.00	320.00
V250	HYDRO-PRO PRESSURE TANK 83.5 GAL	1	1,306.00	1,306.00
MAN-10	Control Manifold 1"	1	225.00	225.00
LAB-1	Labor	6	75.00	450.00

Thank you!

Total

\$10,510.72

**ARF-7833**

**Regular Agenda Item 4. H.**

**Regular BOS Meeting**

Meeting Date: 02/21/2023

Submitted For: Jefferson Dalton, Deputy County Attorney, Civil Bureau Chief

Submitted By: Jefferson Dalton, Deputy County Attorney, Civil Bureau Chief

Department: County Attorney

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Information

Request/Subject

Authorize and direct the Gila County Attorney to sign and submit the required participation forms so that Gila County may participate in new opioid litigation settlements against two pharmaceutical manufacturers and three pharmacies.

Background Information

Gila County is already participating in opioid-litigation settlement agreements with three opioid distributors: McKesson, AmerisourceBergen, and Cardinal, and also with opioid manufacturer Johnson & Johnson. These settlements are governed by a binding distribution agreement regarding how the settlement funds must be distributed in Arizona, i.e. *One Arizona Distribution of Opioid Agreement Funds Agreement*.

There is now an opportunity for Gila County to participate in additional opioid-litigation settlement agreements.

The State of Arizona has elected to participate in new opioid-litigation settlements with two pharmaceutical manufacturers: Teva and Allergen; and three pharmacies: CVS, Walgreens, and Walmart.

Gila County may also participate in each of these settlements. Gila County must "opt-in" to participate. To do so the required documentation must be submitted; the deadline is April 18, 2023.

The nationwide settlements total over \$20 billion. Of this amount, approximately \$17 billion will be used by participating states and subdivisions to remediate and abate the impacts of the opioid crisis.

Each settlement proposal has two steps. First, each eligible state decides

whether to participate in each settlement (the State of Arizona has elected to participate in settlement agreements with Teva, Allergan, CVS, Walgreens, and Walmart). Second, eligible subdivisions within each state decide whether to participate in each settlement. The more subdivisions that participate, the more funds flow to Arizona and its subdivisions. Any subdivision that does not participate cannot directly share in any of the settlement funds.

Gila County may participate in the settlements even though it has not filed a lawsuit against Teva, Allergan, CVS, Walgreens, or Walmart.

In order to participate, Gila County must sign and return the required participation form for each settlement by the deadline, of April 18, 2023.

### Evaluation

Participating in these new settlement agreements against these new opioid defendants is an opportunity for Gila County to obtain more opioid litigation settlement funds to be used to remediate and abate the impacts of the opioid crisis in Gila County.

### Conclusion

The Gila County Attorney believes the Gila County Board of Supervisors would be well advised to authorize the Gila County Attorney to sign and submit the required participation forms so that Gila County may participate in these new opioid-litigation settlements against Teva, Allergan, CVS, Walgreens, and Walmart.

### Recommendation

The Gila County Attorney recommends that the Gila County Board of Supervisors authorized the Gila County Attorney to sign and submit the required participation forms so that Gila County may participate in new opioid litigation settlements with Teva, Allergan, CVS, Walgreens, and Walmart.

### Suggested Motion

Information/Discussion/Action to authorize and direct the Gila County Attorney to sign and submit the required participation forms so that Gila County may participate in the new opioid litigation settlements with Teva, Allergan, CVS, Walgreens, and Walmart. **(Jefferson Dalton)**

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### Attachments

*No file(s) attached.*





**ARF-7826**

**Consent Agenda Item 5. A.**

**Regular BOS Meeting**

Meeting Date: 02/21/2023

Submitted For: Eric Mariscal, Director

Submitted By: Erin Miller, Elections Assistant

Department: Elections

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Information

Request/Subject

Appointment of Republican Party Precinct Committeemen in Gila County.

Background Information

Arizona Revised Statute §16-821 (B) states, *"The board of supervisors upon the recommendation of the county chairman, or the recommendation of a committee designated in the bylaws of the county committee for that purpose, shall determine when a vacancy exists in the office of precinct committeeman. If a vacancy exists, the vacancy shall be filled by the board of supervisors from a list of names submitted by the county chairman of the appropriate political party. Only a precinct committeeman elected at the primary election prior to the date of a state or county committee organizing meeting shall be permitted to vote at such meeting. The criteria used to establish when a vacancy exists in the office of precinct committeeman shall be as established in section 38-291."*

Evaluation

There are vacancies for the office of Republican Party Precinct Committeemen in the following precincts: Globe #6. Gary Morris, Gila County Republican Committee Chairman, has submitted the following individuals to fill those vacancies: John Daniel Alexander and Judy Darlene Alexander. Per state statute, the Board of Supervisors has the authority to make this appointment. Upon review of the precinct committeemen allotment table, it has been determined that vacancies exist for the Republican Party.

Conclusion

The Board of Supervisors needs to consider the names presented by Gary Morris, Gila County Republican Committee Chairman, to fill Republican Party Precinct Committeemen vacancies for the following precincts: Globe #6.

### Recommendation

The Elections Department Director recommends that the Board of Supervisors approve the requested appointments as presented.

### Suggested Motion

Approval to appoint the following Republican Party Precinct Committeemen in Gila County: John Daniel Alexander - Globe #6 Precinct; and Judy Darlene Alexander - Globe #6 Precinct.

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### Attachments

Gila County Republican Party Appointments  
ARS 16-821

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(Local Lev)

Broddy Beauchamp  
Next Tuesday

## GILA COUNTY REPUBLICAN COMMITTEE

### PRECINCT COMMITTEEMAN APPOINTMENT

It is requested that the Gila County Board of Supervisors appoint:

John Daniel Alexander (Name on Voter Registration) a duly qualified  
Republican elector residing at

1430 S. Blue Ridge Dr Globe Arizona 85501  
Address City State Zip

928-701-1659  
Home Phone Work Phone Cell Phone

John.dan4750@gmail.com  
Email (Required) Fax

As a Republican Precinct Committeeman in Gila County for the

PRECINCT of Globe 6 CODE NUMBER 120-C

to fill a vacancy in the same Precinct because:

☒ Legal vacancy has not been filled.

☐ Resignation/Replacement/Death of

RESPECTFULLY SUBMITTED

Gila County Chairman

[Signature] 14 Jan 2023  
Date Submitted

### Acceptance of Appointment

I agree to serve as a Precinct Committeeman. I will support the goals of the Arizona Republican Party and the Gila County Republican Committee, and help promote the Republican message in Arizona and Gila County.

The generally accepted duties of a Precinct Committeeman shall include:

1. Active participation in the Gila County Republican Party. A Precinct Committeeman should regularly attend Party Precinct Committeeman meetings as well as other Republican meetings and events and become actively involved in the affairs of the Party.
2. Support for nominees of the Republican Party. (Campaigning for a nominee of an opposition party constitutes failure to fulfill this duty.)
3. Active assistance to the Republican Party in obtaining Republican registered voters.
4. Active assistance to Republican voters on Election Day.
5. Financial assistance or time commitment to fund-raising activities of the Republican Party.

Signed: John D. Alexander Date: 01-12-2023

Voter Identification Number: 25136611

# GILA COUNTY REPUBLICAN COMMITTEE

## PRECINCT COMMITTEEMAN APPOINTMENT

It is requested that the Gila County Board of Supervisors appoint:

Judy Darlene Alexander (Name on Voter Registration) a duly qualified  
Republican elector residing at

1430 S. Blue Ridge Dr. Globe, AZ 85501  
Address City State Zip

0 0 928-701-2195  
Home Phone Work Phone Cell Phone

julinda4750@gmail.com  
Email (Required) Fax

As a Republican Precinct Committeeman in Gila County for the

PRECINCT of Globe # 6 CODE NUMBER 120.C

to fill a vacancy in the same Precinct because:

☒ Legal vacancy has not been filled.

☐ Resignation/Replacement/Death of

RESPECTFULLY SUBMITTED

Gila County Chairman

Date Submitted

14 Jan 2023

### Acceptance of Appointment

I agree to serve as a Precinct Committeeman. I will support the goals of the Arizona Republican Party and the Gila County Republican Committee, and help promote the Republican message in Arizona and Gila County.

The generally accepted duties of a Precinct Committeeman shall include:

1. Active participation in the Gila County Republican Party. A Precinct Committeeman should regularly attend Party Precinct Committeeman meetings as well as other Republican meetings and events and become actively involved in the affairs of the Party.
2. Support for nominees of the Republican Party. (Campaigning for a nominee of an opposition party constitutes failure to fulfill this duty.)
3. Active assistance to the Republican Party in obtaining Republican registered voters.
4. Active assistance to Republican voters on Election Day.
5. Financial assistance or time commitment to fund-raising activities of the Republican Party.

Signed: Judy D. Alexander Date: 01-13-2023

Voter Identification Number: 25165909

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16-821. County committee; vacancy in office of precinct committeeman

A. At the primary election the members of a political party entitled to representation pursuant to section 16-804 residing in each precinct shall choose one of their number as a county precinct committeeman, and the members shall choose one additional precinct committeeman for each one hundred twenty-five voters or major fraction thereof registered in the party in the precinct as reported pursuant to section 16-168, subsection G on January 2 of the year in which the general election is held. The whole number of precinct committeemen of a political party shall constitute the county committee of the party.

B. The board of supervisors upon the recommendation of the county chairman, or the recommendation of a committee designated in the bylaws of the county committee for that purpose, shall determine when a vacancy exists in the office of precinct committeeman. If a vacancy exists, the vacancy shall be filled by the board of supervisors from a list of names submitted by the county chairman of the appropriate political party. Only a precinct committeeman elected at the primary election prior to the date of a state or county committee organizing meeting shall be permitted to vote at such meeting. The criteria used to establish when a vacancy exists in the office of precinct committeeman shall be as established in section 38-291.



**ARF-7818**

**Consent Agenda Item 5. B.**

**Regular BOS Meeting**

Meeting Date: 02/21/2023

Submitted For: Stella Gore, PHEP Manager

Submitted By: Paula Horn, Deputy Director of Health

Department: Health & Emergency Management

Fiscal Year: 2021 - 2022 Budgeted?: Yes

Contract Dates 7/1/2020 through Grant?: Yes

Begin & End: 2/28/2023

Matching No Fund?: Renewal

Requirement?:

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Information

Request/Subject

Amendment No. 2 to an Intergovernmental Agreement (Contract No. IGA2021-037) with the Arizona Department of Health Services to change the effective date from October 21, 2021, to February 1, 2021.

Background Information

The project aims for Gila County Public Health is to utilize Expanded Laboratory Capacity (ELC) funding resources to complement, not duplicate, existing COVID-19 funding provided to our jurisdiction. Gila County will leverage and build upon the existing public health infrastructure that emphasizes the coordination and critical integration of disease investigation, epidemiology, contact tracing, and health information systems in order to maximize the public health impact of available resources. The primary goals will be to create a fully implemented, scalable, and sustainable, comprehensive disease investigation, detection, surveillance, and rapid response section to our Health Emergency Operations Center (HEOC). Our underlying objectives will be to use the funding for expanded testing, contact tracing, and increase community prevention.

Gila County will support the necessary expenses to implement and oversee expanded testing capacity for COVID-19/SARSCoV-2, including the ability to process, manage, analyze, use and report the increased data produced; increase the availability and access to free and low-cost testing for all residents; and establish a robust SARS-CoV-2 testing program that ensures adequate testing is made available according to CDC priorities,



including but not limited to: diagnostic tests, tests for contact tracing, and surveillance of asymptomatic persons to determine community spread. The County will establish effective and competent contact tracing and disease surveillance programs that match current Personal Health Information (PHI), Centers for Disease Control and Prevention (CDC), and NACCHO best practices for ten (10) to fifty (50) cases per day through setup, follow-up, and testing. Additionally, the Health Department will support community-based COVID-19 related prevention efforts through; education messages that will include information about symptoms, testing blitz locations, local hotline information, COVID support resources, and other COVID FAQs, and targeted prevention efforts in high-risk industries, collaborate with local businesses to provide educational materials and train-the-trainer opportunities to disseminate information regarding COVID-19 prevention and response.

Original Intergovernmental Agreement (Contract No. IGA2021-037) was approved by the Gila County Board of Supervisors on September 15, 2020.

On September 7, 2021, the Gila County Board of Supervisors approved the revised Amendment #1. The Price Sheet had been revised and replaced by the Price Sheet of the revised Amendment No. 1 as Amendment No. 1 and Amendment No. 2 were never executed. Funds had been moved between categories. The total contracted amount has increased by (\$1).

On April 5, 2022, the Gila County Board of Supervisors approved Amendment No. 3 to an Intergovernmental Agreement (Contract No. IGA2021-037) with the Arizona Department of Health Services to extend the agreement end date to February 28, 2023. The contract number is revised from IGA2021-037 and replaced with CTR059133 due to the contracts being placed back into the Arizona Procurement Portal.

Amendment No.2 Changes the price sheet date to reflect the changes needed in the line items for contract No. IGA2021-037 with Arizona Department of Health Services.

### Evaluation

Gila County currently has one full-time Communicable Disease Specialist (CDS) specifically trained for and funded with CDC public health emergency preparedness dollars. The CDC COVID-19 funding has afforded an increase to three (3) CDS positions, and three (3) contact tracers. Additionally, Gila County has been able to re-purpose program staff from the following grants: CDC Rx prevention, tobacco-free environments, maternal and child health, and emergency management, as

well as multiple general funded positions in order to provide all of our clinical services, disease investigations and surveillance, communications and information sharing, incident command, logistics, and supply chain, and public health education. Due to funding issues we have still been unable to fund multiple critical positions and have pressed our staff to the point of exertion while ignoring many of the other essential public health services to our Gila County communities. Contract No. IGA2021-037 will allow Gila County to continue to provide comprehensive disease investigations, contact tracing, data collection and sharing, mass vaccinations, and public health education now extended through February 2023.

### Conclusion

Approval of Amendment No. 2 to change the effective date of the price sheet from October 21, 2021, to February 1, 2021. This will allow Gila County Health Department to bill the line items needed during COVID-19.

### Recommendation

The Health and Emergency Management Department Director recommends that the Board of Supervisors approve Amendment No. 2 to an Intergovernmental Agreement (Contract No. IGA2021-037) with the Arizona Department of Health Services to revise Amendment No. 1 price sheet from October 21, 2021, to February 1, 2021, that the contract will continue until February 28, 2023.

### Suggested Motion

Approval of Amendment No. 2 to an Intergovernmental Agreement (Contract No. IGA2021-037) with the Arizona Department of Health Services to revise Amendment No.1 price sheet from October 21, 2021, date to February 1, 2021. The contract will continue until February 28, 2023.

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### Attachments

Amendment No. 2

Amendment No.3


Executed Revised Amendment 1

Contract No. IGA2021-037


Application Narrative

Budget Narrative

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	<b>INTERGOVERNMENTAL AGREEMENT (IGA)</b>  <b>Amendment</b> Exhibit 1		<b>ARIZONA DEPARTMENT OF HEALTH SERVICES</b> 150 18 <sup>th</sup> Ave Suite 530 Phoenix, Arizona 85007
	Contract No.: <b>IGA2021-037</b>	IGA Amendment No: <b>2</b>	Procurement Officer <b>Christine Ruth</b>

<b>COVID-19 Community Testing Project</b>	
Effective February 1, 2021, it is mutually agreed that the Intergovernmental Agreement referenced is amended as follows:	
<b>1. Pursuant to Terms and Conditions, Provision Six (6) Contract Changes, Section 6.1 Amendments, Purchase Orders and Change Orders, the following change is made under this Amendment Two (2):</b>	
1.1 The Price Sheet revised and approved in Amendment One (1) is hereby dated to be effective as of February 1, 2021 and not the date of execution of Amendment One (1), which was October 21, 2021.	
<b>(CONTINUED ON NEXT PAGE)</b>	
<b>All other provisions of this agreement remain unchanged.</b>	
Contractor Name: <b>GILA COUNTY HEALTH SERVICES</b>	Authorized Signature  _____ Woody Cline
Address: <b>5515 SOUTH APACHE AVENUE, SUITE 100</b>	Print Name  _____
<b>GLOBE</b> <b>ARIZONA</b> <b>85501</b> City                                      State                                      Zip	Chairman, Board of Supervisors  _____ Title
Pursuant to A.R.S. § 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona	This Intergovernmental Agreement Amendment shall be effective the date indicated. The Public Agency is hereby cautioned not to commence any billable work or provide any material, service or construction under this IGA until the IGA has been executed by an authorized ADHS signatory.  State of Arizona
Signature _____ Date _____	Signed this _____ day of _____ 2021.
Gila County Attorney Print Name _____	Procurement Officer _____
Contract No.: <b>IGA2021-037</b> , which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.	
Signature _____ Date _____	
Assistant Attorney General Print Name _____	
_____	

	<b>INTERGOVERNMENTAL AGREEMENT (IGA)</b>  <b>Amendment</b> Exhibit 1		<b>ARIZONA DEPARTMENT OF HEALTH SERVICES</b> 150 18 <sup>th</sup> Ave Suite 530 Phoenix, Arizona 85007
	Contract No.: <b>IGA2021-037</b>	IGA Amendment No: <b>2</b>	Procurement Officer <b>Christine Ruth</b>

**REVISED PRICE SHEET**

<b>Cost-Reimbursement Price Sheet FY21</b>	
<b>ACCOUNT CLASSIFICATION</b>	<b>LINE ITEM TOTALS</b>
PERSONNEL EXPENSES	\$497,404.00
EMPLOYEE RELATED EXPENSES	\$198,960.00
SUPPLIES	\$80,472.00
PROFESSIONAL AND OUTSIDE SERVICES	\$723,000.00
OTHER: rent & utilities for an office in Payson for COVID Testing and staff	\$35,200.00
INDIRECT	\$69,636.00
<b>TOTAL \$1,604,672.00</b>	
<i>The Contractor is authorized to transfer up to a maximum of ten percent (10%) of the total budget amount between line items.</i>  <i>Transfers <u>exceeding</u> ten percent (10%) <u>or to a non-funded line item</u> shall require an amendment.</i>	

	<b>INTERGOVERNMENTAL AGREEMENT (IGA)</b>  <b>Amendment</b> Exhibit 1		<b>ARIZONA DEPARTMENT OF HEALTH SERVICES</b> 150 18 <sup>th</sup> Ave Suite 530 Phoenix, Arizona 85007
	Contract No.: <b>IGA2021-037</b>	IGA Amendment No: <b>2</b>	Procurement Officer <b>Christine Ruth</b>

Recipient's name: Arizona Department of Health Services

Recipient's unique entity identifier: 804745420

Federal Award Identification Number (FAIN): NU50CK00051

Federal award date: May 18, 2020

Period of Performance start and end date: May 18, 2020 – November 30, 2022

Total amount of the Federal award: \$150,148,030

Federal award project description: 2019 Epidemiology and Laboratory Capacity, COVID-19 Paycheck Protection Program and Health Care Enhancement Act Response Activities

Name of the Federal awarding agency and contact information of the awarding official: Centers for Disease Control and Prevention

Catalog of Federal Domestic Assistance (CFDA) number: CFDA 93.323



# INTERGOVERNMENTAL AGREEMENT (IGA)

## Amendment

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

Contract No.: **IGA2021-037**

IGA Amendment No.: **3**

**Procurement Officer**  
**Karla Varela**

### COVID-19 Community Testing Project

1. Effective upon signature by all parties and pursuant to the Terms and Conditions, Provision Six (6), Contract Changes, Section 6.1, Amendments, Purchases Orders and Change Orders, it is mutually agreed that the Intergovernmental Agreement referenced is amended as follows under this Amendment Three (3):

1.1 The Agreement end date is extended to February 28, 2023; and

1.2 The Contract number is revised from IGA2021-037 and replaced with CTR059133 due to the Contracts being placed back into the Arizona Procurement Portal.

**All other provisions of this agreement remain unchanged.**

#### GILA COUNTY HEALTH SERVICES

Contractor Name:

**5515 South Apache Avenue, Suite 100**

Address:

**GLOBE**

**AZ**

**85501**

City

State

Zip

  
County Authorized Signature

Tim R. Humphrey

Print Name

Chairman, Gila County Board of Supervisors

Title and Date

**4/5/22**

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

  
Signature

Date

**4/5/22**

The Gila County Attorney's Office

Print Name

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

State of Arizona

Signed this **10TH** day of **MAY** 2022.

  
Procurement Officer

Contract No.: **IGA2021-037**, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

  
Signature

Date

**5/3/22**

**Aubrey Jay Carveran**  
Print Name

Assistant Attorney General



# INTERGOVERNMENTAL AGREEMENT (IGA)

Contract No. IGA2021-037

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

Project Title: COVID-19 Community Testing Project

Begin Date: July 1, 2020

Geographic Service Area: Gila County

Termination Date: February 28, 2022

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:

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

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.

Arizona	Transaction	(Sales)	Privilege:
Federal	Employer	Identification	No.:
Tax	License		No.:

Contractor Name: Gila County Health Services  
Address: 5515 South Apache Avenue, Suite 100, Globe, Arizona 85501

## FOR CLARIFICATION, CONTACT:

Name: Michael O'Driscoll, Director

Phone: (928) 402-8767

Cell: (928) 425-0794

E-mail: [modriscoll@gilacountyaz.gov](mailto:modriscoll@gilacountyaz.gov)

## CONTRACTOR SIGNATURE:

The Contractor agrees to perform all the services set forth in the Agreement and Work Statement.

Signature of Person Authorized to Sign \_\_\_\_\_ Date 9/15/2020

**Woody Cline** Chairman, Board of Supervisors

Print Name and Title

This Contract shall henceforth be referred to as Contract

No. IGA2021-037 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.

State of Arizona

Signed this 22<sup>nd</sup> day of October, 2020

*Christine Ruth*

Procurement Officer

## 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.

Signature of Person Authorized to Sign \_\_\_\_\_ Date 9/15/2020

The Gila County Attorney's Office

Print Name and Title

Attorney General Contract, No. P0012018000053, which 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.

The Attorney General, BY:

Signature

Date

Assistant Attorney General:

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT
IGA2021-037	TERMS AND CONDITIONS

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

- 1.1 "Attachment" means any document attached to the Contract and incorporated into the Contract.
- 1.2 "ADHS" means Arizona Department of Health Services.
- 1.3 "Budget Term" means the period of time for which the contract budget has been created and during which funds should be expended.
- 1.4 "Change Order" means a written order that is signed by a Procurement Officer and that directs the Contractor to make changes authorized by the Uniform Terms and Conditions of the Contract.
- 1.5 "Contract" means the combination of the Uniform and Special Terms and Conditions, the Specifications and Statement or Scope of Work, Attachments, Referenced Documents, any Contract Amendments and any terms applied by law.
- 1.6 "Contract Amendment" means a written document signed by the Procurement Officer and the Contractor that is issued for the purpose of making changes in the Contract.
- 1.7 "Contractor" means any person who has a Contract with the Arizona Department of Health Services.
- 1.8 "Cost Reimbursement" means a contract under which a contractor is reimbursed for costs, which are reasonable, allowable and allocable in accordance with the contract terms and approved by ADHS.
- 1.9 "Days" means calendar days unless otherwise specified.
- 1.10 "Emerging Issues" means a potential new threat, or problem to a local health system that can impact local resources, the environment, or populations.
- 1.11 "Evidence-Based Strategies" are strategies that explicitly link public health or clinical practice recommendation to scientific evidence of the effectiveness and/or other characteristics of such practices. (Reference: Community Guide: <http://www.thecommunityguide.org/>) Evidence based public health practice is the careful, intentional and sensible use of current best scientific evidence in making decisions about the choice and application of public health interventions. (Reference: Community Commons <http://www.communitycommons.org/>)
- 1.12 "Fixed Price" establishes a set price per unit of service. The set price shall be based on costs, which are reasonable, allowable and allocable.
- 1.13 "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 1.14 "HPHC IGA" means Healthy People Healthy Communities Intergovernmental Agreement. This IGA was developed to facilitate collaboration, coordination, and communication between the Contractors/Local Health Departments and ADHS to improve the health and well-being of Arizona residents.
- 1.15 "Materials" unless otherwise stated herein, means all property, including but not limited to equipment, supplies, printing, insurance and leases of property.
- 1.16 "May" means the Contractor is encouraged to utilize recommended policy in order to fulfill the intent of the contract.
- 1.17 "Must" means a mandatory Program policy considered essential to the provision of high-quality services. A Contractor who does not follow a required Program policy will be cited for this failure.
- 1.18 "Procurement Officer" means the person duly authorized by the State to enter into, administer Contracts, and



CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
IGA2021-037	

make written determinations with respect to the Contract.

- 1.19 "Program Manager" means the ADHS employee who is responsible for the implementation and oversight of the specific programs within the HPHC IGA. The Program Manager coordinates activities among Contractors and among ADHS staff, receives and reconciles invoices, handles budget issues, and provides technical support. The Program Manager is responsible for negotiating contracts, requesting contract amendments to be processed by the Procurement Office, conducting site visits, and monitoring Contractor compliance with the provisions of the contract.
- 1.20 "Purchase Order" means a written document that is signed by a Procurement Officer, that requests a vendor to deliver described goods or services at a specific price and that, on delivery and acceptance of the goods or services by ADHS, becomes an obligation of the State.
- 1.21 "Scope of Work" means the area in an agreement where the work to be performed is described. The SOW should contain any milestones, reports, deliverables, and end products that are expected to be provided by the performing party/Contractor.
- 1.22 "Services" means the furnishing of labor, time or effort by a Contractor or Subcontractor.
- 1.23 "Site Visit" means any visit to the Contractor's or Sub-contractor's business location by ADHS HPHC IGA Program staff or a designee, once per year.
- 1.24 "Subcontract" means any contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of this Contract.
- 1.25 "State" means the State of Arizona, or ADHS. For purposes of this Contract, the term "State" shall not include the Contractor.

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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.

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- 4.3. New Budget Term. If a budget term has been completed in a multi-term Contract, the parties may agree to change the amount and type of funding to accommodate new circumstances in the next budget term. Any increase or decrease in funding at the time of the new budget term shall coincide with a change in the Scope of Work or change in cost of services as approved by the Arizona Department of Health Services.
- 4.4. Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 4.5. Records and Audit. Under A.R.S. § 35-214 and A.R.S. § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State and where applicable the Federal Government at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 4.6. Financial Management. For all contracts, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for the ADHS funded programs shall be used by the Contractor in the management of Contract funds and by the State when performing a Contract audit. Funds collected by the Contractor in the form of fees, donations and/or charges for the delivery of these Contract services shall be accounted for in a separate fund.
- 4.6.1. Federal Funding. Contractors receiving federal funds under this Contract shall comply with the certified finance and compliance audit provision of the Office of Management and Budget (OMB) Circular A-133, if applicable. The federal financial assistance information shall be stated in a Change Order or Purchase Order.
- 4.6.2. State Funding. Contractors receiving state funds under this Contract shall comply with the certified compliance provisions of A.R.S. § 35-181.03.
- 4.7. Inspection and Testing. The Contractor agrees to permit access, at reasonable times, to its facilities.
- 4.8. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the signature page by the Contractor, unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to an ADHS Procurement Officer, unless otherwise stated in the Contract. An authorized ADHS Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice, and an amendment to the Contract shall not be necessary.
- 4.9. Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of an ADHS Procurement Officer.
- 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

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Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.

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

## 5. Costs and Payments

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

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responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.

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

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

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

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

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

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

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

5.6.4. Cancel the Contract.

## 6. Contract Changes

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

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

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

## 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

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Order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

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

7.3. Force Majeure.

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

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

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

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

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

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

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

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

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

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the Materials are not free of liens, Contractor shall pay to remove the lien and any associated damages or replace the Materials with Materials free of liens.

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

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

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

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

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

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

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

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

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

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

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

## 9. State's Contractual Remedies

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

- 9.2. Stop Work Order.

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



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

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

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

## 10. Contract Termination

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

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

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

10.4. Termination Without Cause.

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

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

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

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service or item cost by the number of unpaid service units or items. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by GAAP up to the date of termination. Upon such termination, the Contractor shall deliver to the ADHS all deliverables completed. ADHS may require Contractor to negotiate the terms of any remaining deliverables still due.

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

## **11. Arbitration**

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

## **12. Communication**

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

## **13. Client Grievances**

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

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**14. Sovereign Immunity**

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

**15. Administrative Changes**

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

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

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

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

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

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

**18. Comments Welcome**

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

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

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

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
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non-Federal entity) may receive a subaward from ADHS unless the entity provides its Data Universal Numbering System (DUNS) Number to ADHS.

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

If applicable, the Contractor/Grantee shall submit to ADHS via email the Grant Reporting Certification Form. This form and the instructions can be downloaded from the ADHS Procurement website at <http://www.azdhs.gov/operations/financial-services/procurement/index.php#ffata> and must be returned to the ADHS by the 15<sup>th</sup> of the month following that in which the award was received. The form shall be completed electronically, and submitted using the steps outlined in the Grant Reporting Certification Form Instructions to the following email address: [ADHS\\_Grant@azdhs.gov](mailto:ADHS_Grant@azdhs.gov). All required fields must be filled including Top Employee Compensation, if applicable. Completing the Grant Reporting Certification Form is required for compliance with the Office of Management and Budget (OMB), found at <http://www.whitehouse.gov/omb/open>. Failure to timely submit the Grant Reporting Certification Form could result in the loss of funds. This requirement applies to all subcontractors/sub-awardees utilized by the Contractor/Grantee for amounts exceeding \$30,000.00 during the term of the Award.

**21. Contracting; Procurement; Investment; Prohibitions**

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

**22. Technology Replacement**

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

**23. Authorization for Provision of Services**

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

<b>CONTRACT NUMBER</b>	<b>INTERGOVERNMENTAL AGREEMENT SCOPE OF WORK</b>
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## 1. Background

- 1.1 In order to illustrate the gulf between the Country's costly health care and its underfunded public health system we only need to look at a person who wakes up after triple bypass surgery at a typical Arizona hospital. They typically thank their doctors for the lifesaving miracles they performed, and sometimes even make donations to the institution in gratitude. "Nobody wakes up in the morning and says, 'I'm so glad I don't have smallpox.' Or, 'Thank goodness my water is potable,'. That in a nutshell is the conundrum facing Gila County Public Health as it tackles the COVID-19 crisis. The largely preventive mission, aimed at protecting the entire community, has been consistently overlooked in a country that puts a premium, and spends more money per capita than any other, on treating individual sick people. The victories are too often taken for granted. And these days, as the ongoing vaccine, and now facemask debates demonstrate, even science is increasingly challenged.
- 1.2 Gila County currently has one full time Communicable Disease Specialist (CDS) specifically trained for, and funded with, CDC public health emergency preparedness dollars. The CDC COVID-19 funding has afforded an increase to three (3) CDS positions, and three (3) contact tracers. Additionally, Gila County has been able to repurpose program staff from the following grants: CDC Rx prevention, tobacco-free environments, maternal and child health, and emergency management, as well as multiple general funded positions in order to provide all of our clinical services, disease investigations and surveillance, communications and information sharing, incident command, logistics and supply chain, and public health education. Due to funding issues we have still been unable to fund multiple critical positions, and have pressed our staff to the point of exertion while ignoring many of the other essential public health services to our Gila County communities.
- 1.3 In early 2020, when National Association of County and City Health Officials (NACCHO) first examined all U.S. counties to determine the counties that would be at the highest risk of COVID-19 hospitalizations, ICU visits, and deaths, Gila County ranked second in risk only to Mohave County. This was not a surprise as the primary risk factors for COVID-19 complications include old age, ethnicity, diabetes, obesity, kidney disease, COPD, immunocompromised, and heart conditions such as coronary artery disease and cardiomyopathies. These same risk factors are evaluated each year by the Robert Wood Johnson Foundation and form the basis for the County Health Rankings that in 2020 ranked Gila County 13th in the state in health outcomes with; the second highest percent older than sixty-five (65) (28.8%), three (3) times the state average percent American Indian (17.8%), well above the state average in adult smoking (18%) and adult obesity (31%), and nearly twice the state average in premature death, drug overdose death, and children and adults in poverty. Additionally, as COVID-19 positive cases continue to increase in Gila County our community faces the second highest ratio of primary care physicians to citizens (2,140:1).
- 1.4 Lastly, further evidence according to the Arizona Department of Health Services (ADHS) indicate the Gila County high-risk characteristics affecting the population signify Gila County residents are at the highest risk of contracting COVID-19 in Arizona. These characteristics include: poor health, adult smoking, adult obesity, and physical inactivity to name a few.

## 2. Purpose

- 2.1 The project aim for Gila County Public Health is to utilize ELC funding resources to complement, not duplicate, existing COVID-19 funding provided to our jurisdiction. Gila County will leverage, and build upon, the existing public health infrastructure that emphasizes the coordination and critical integration of disease investigation, epidemiology, contact tracing, and health information systems in order to maximize the public health impact of available resources. The primary goals will be to create a fully implemented, scalable, and sustainable, comprehensive disease investigation, detection, surveillance, and rapid response section to our Health Emergency Operations Center (HEOC). Our underlying objectives will be to use the funding to:
  - 2.1.1. Expanded testing;
  - 2.2.2 Contact tracing; and

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### 2.2.3 Community prevention.

## 3. Tasks

The County shall:

- 3.1 Support the necessary expenses to implement and oversee expanded testing capacity for COVID-19/SARS-CoV-2, including the ability to process, manage, analyze, use, and report the increased data produced and
  - a. Increase the availability and access to free and low-cost testing for all residents;
- 3.2 Establish a robust SARS-CoV-2 testing program that ensures adequate testing is made available according to CDC priorities, including but not limited to
  - 3.2.1 Diagnostic tests,
  - 3.2.2 Tests for contact tracing, and
  - 3.2.3 Surveillance of asymptomatic persons to determine community spread;
- 3.3 Establish effective and competent contact tracing and disease surveillance programs that match current Personal Health Information (PHI), Centers for Disease Control and Prevention (CDC), and NACCHO best practices for ten (10) to fifty (50) cases per day through setup, follow-up and testing;
- 3.2 Support community-based COVID-19 related prevention efforts through
  - 3.2.1 Education messages will include information in about symptoms, testing blitz locations, local hotline information, COVID support resources and other COVID FAQ's, and
  - 3.2.2 Targeted prevention efforts in high risk industries, collaborate with local businesses to provide educational materials and train-the-trainer opportunities to disseminate information regarding COVID-19 prevention and response.

## 4. Approvals:

- 4.1 Capital Equipment (Single item purchase of \$5,000 or more) purchased for the program: A written request shall be submitted to ADHS for review and approval prior to any purchase on a case-by-case basis. The written request shall include details of how the proposed purchase supports current approved scope of work;
- 4.2 All marketing materials (the use of ADHS logo, brochures, posters, public service announcements, paid media, videos, etc.) which have been developed, written, published, or recorded by the County and paid for with funds from this award must be first approved by ADHS prior to the dissemination of such materials or airing or use of such announcements;
- 4.3 The quarterly Contractor's Expenditure Report (CER/Invoice) and any supporting documentation, when submitted, shall be approved by ADHS prior to payment; and
- 4.4 Quarterly progress report of all project activities and final summary report of project and milestones achieved through project efforts.

## 5. Requirements

- 5.1 The County shall notify ADHS of any funding being redirected from the budget to other areas of the project or for uses for prior approval, including any changes of the Scope of Work of the submitted project.

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<b>IGA2021-037</b>	<b>SCOPE OF WORK</b>

## 6. Deliverables and Delivery Schedule

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

- 6.1 Contractor Expenditure Report (CER) to ADHS within fifteen (15) days after the end of the preceding quarter, for example April 15<sup>th</sup>, July 15<sup>th</sup>, October 15<sup>th</sup> and January 15<sup>th</sup> of the following year;
- 6.2 Provide a weekly report with the number of testing events conducted, number of cases investigated by disposition (completed, lost to follow up, refused, returned) and number of educational sessions/community outreach conducted;
- 6.3 Report COVID-19 testing, case investigation, and contact tracing data in ADHS-approved state investigation data management system;
- 6.4 Send daily emails to [contacttracing@azdhs.gov](mailto:contacttracing@azdhs.gov) with a basic summary total of the number of contact tracing interviews completed and any identified needs from ADHS, if indicated.

## 7. Notices, Correspondence, and Reports

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

Arizona Department of Health Services  
Bureau of Epidemiology & Disease Control  
Chief  
150 18<sup>th</sup> Avenue North  
Phoenix, AZ 85007  
Email: [Eugene.Livar@azdhs.gov](mailto:Eugene.Livar@azdhs.gov)  
Telephone: (602) 364-3846

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

Gila County Health Services  
5515 South Apache Avenue, Suite 100  
MAILING: 1400 East Ash  
Globe, Arizona 85501  
Attention: Michael O'Driscoll, Director  
Telephone: (928) 402-8767  
Email: [modriscoll@gilacountyaz.gov](mailto:modriscoll@gilacountyaz.gov)

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT PRICE SHEET
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Cost-Reimbursement Price Sheet FY21	
ACCOUNT CLASSIFICATION	LINE ITEM TOTALS
PERSONNEL EXPENSES	\$501,085.00
EMPLOYEE RELATED EXPENSES	\$200,434.00
SUPPLIES	\$625,000.00
PROFESSIONAL AND OUTSIDE SERVICES	\$208,000.00
INDIRECT	\$70,152.00
<b>TOTAL \$1,604,671.00</b>	
<p><i>The Contractor is authorized to transfer up to a maximum of ten percent (10%) of the total budget amount between line items.</i></p> <p><i>Transfers <u>exceeding</u> ten percent (10%) <u>or to a non-funded line item</u> shall require an amendment.</i></p>	



## Boycott of Israel Disclosure

Please note that if any of the following apply to this Solicitation, Contract, or Contractor, then the Offeror shall select the "Exempt Solicitation, Contract, or Contractor" option below:

- The Solicitation or Contract has an estimated value of less than \$100,000;
- Contractor is a sole proprietorship;
- Contractor has fewer than ten (10) employees; OR
- Contractor is a non-profit organization.

Pursuant to A.R.S. §35-393.01, public entities are prohibited from entering into contracts "unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of goods or services from Israel."

**Under A.R.S. §35-393:**

1. "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:
  - (a) Based in part on the fact that the entity does business in Israel or in territories controlled by Israel.
  - (b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.
2. "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate, that engages in for-profit activity and that has ten or more full-time employees.
5. "Public entity" means this State, a political subdivision of this State or an agency, board, commission or department of this State or a political subdivision of this State.

The certification below does not include boycotts prohibited by 50 United States Code Section 4842 or a regulation issued pursuant to that section. See A.R.S. §35-393.03.

**In compliance with A.R.S. §§35-393 et seq., all offerors must select one of the following:**

- ☐ The Company submitting this Offer does not participate in, and agrees not to participate in during the term of the contract, a boycott of Israel in accordance with A.R.S. §§35-393 et seq. I understand that my entire response will become public record in accordance with A.A.C. R2-7-C317.
- ☐ The Company submitting this Offer does participate in a boycott of Israel as described in A.R.S. §§35-393 et seq.
- ☐ Exempt Solicitation, Contract, or Contractor.

**Indicate which of the following statements applies to this Contract:**

- ☐ Solicitation or Contract has an estimated value of less than \$100,000;
- ☐ Contractor is a sole proprietorship;

**IGA2021-037**

**INTERGOVERNMENTAL AGREEMENT (IGA)  
ATTACHMENT A  
Boycott of Israel**

- ☐ Contractor has fewer than ten (10) employees; and/or
- ☐ Contractor is a non-profit organization.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature of Person Authorized to Sign

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Title



# INTERGOVERNMENTAL AGREEMENT (IGA)

Contract No. IGA2021-037

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

Project Title: COVID-19 Community Testing Project

Begin Date: July 1, 2020

Geographic Service Area: Gila County

Termination Date: February 28, 2022

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:

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

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.

<table border="1"><thead><tr><th>Arizona</th><th>Transaction</th><th>(Sales)</th><th>Privilege:</th></tr></thead><tbody><tr><td>Federal</td><td>Employer</td><td>Identification</td><td>No.:</td></tr><tr><td>Tax</td><td>License</td><td></td><td>No.:</td></tr><tr><td colspan="4">Contractor Name: Gila County Health Services Address: 5515 South Apache Avenue, Suite 100, Globe, Arizona 85501</td></tr></tbody></table>	Arizona	Transaction	(Sales)	Privilege:	Federal	Employer	Identification	No.:	Tax	License		No.:	Contractor Name: Gila County Health Services Address: 5515 South Apache Avenue, Suite 100, Globe, Arizona 85501				<p><b>FOR CLARIFICATION, CONTACT:</b></p> <p>Name: <u>Michael O'Driscoll, Director</u></p> <p>Phone <u>(928) 402-8767</u></p> <p>Cell: <u>(928) 425-0794</u></p> <p>E-mail: <u><a href="mailto:modriscoll@gilacountyaz.gov">modriscoll@gilacountyaz.gov</a></u></p>
Arizona	Transaction	(Sales)	Privilege:														
Federal	Employer	Identification	No.:														
Tax	License		No.:														
Contractor Name: Gila County Health Services Address: 5515 South Apache Avenue, Suite 100, Globe, Arizona 85501																	
<p><b>CONTRACTOR SIGNATURE:</b> 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>Tim Humphrey Chairman, Board of Supervisors</p> <hr/> <p>Print Name and Title _____</p>	<p><b>This Contract shall henceforth be referred to as Contract</b></p> <p>No. <u>IGA2021-037</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><b>State of Arizona</b></p> <p>Signed this _____ day of _____, 2020</p> <hr/> <p><b>Procurement Officer</b></p>																
<p><b>CONTRACTOR ATTORNEY SIGNATURE:</b> 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>The Gila County Attorney's Office</p> <hr/> <p>Print Name and Title _____</p>	<p><b>Attorney General Contract, No. P0012018000053</b>, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those parties to the Agreement represented by the Attorney General.</p> <p><b>The Attorney General, BY:</b></p> <hr/> <table border="1"><thead><tr><th>Signature</th><th>Date</th></tr></thead><tbody><tr><td>Assistant Attorney General:</td><td></td></tr></tbody></table>	Signature	Date	Assistant Attorney General:													
Signature	Date																
Assistant Attorney General:																	

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT
IGA2021-037	TERMS AND CONDITIONS

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

- 1.1 "Attachment" means any document attached to the Contract and incorporated into the Contract.
- 1.2 "ADHS" means Arizona Department of Health Services.
- 1.3 "Budget Term" means the period of time for which the contract budget has been created and during which funds should be expended.
- 1.4 "Change Order" means a written order that is signed by a Procurement Officer and that directs the Contractor to make changes authorized by the Uniform Terms and Conditions of the Contract.
- 1.5 "Contract" means the combination of the Uniform and Special Terms and Conditions, the Specifications and Statement or Scope of Work, Attachments, Referenced Documents, any Contract Amendments and any terms applied by law.
- 1.6 "Contract Amendment" means a written document signed by the Procurement Officer and the Contractor that is issued for the purpose of making changes in the Contract.
- 1.7 "Contractor" means any person who has a Contract with the Arizona Department of Health Services.
- 1.8 "Cost Reimbursement" means a contract under which a contractor is reimbursed for costs, which are reasonable, allowable and allocable in accordance with the contract terms and approved by ADHS.
- 1.9 "Days" means calendar days unless otherwise specified.
- 1.10 "Emerging Issues" means a potential new threat, or problem to a local health system that can impact local resources, the environment, or populations.
- 1.11 "Evidence-Based Strategies" are strategies that explicitly link public health or clinical practice recommendation to scientific evidence of the effectiveness and/or other characteristics of such practices. (Reference: Community Guide: <http://www.thecommunityguide.org/>) Evidence based public health practice is the careful, intentional and sensible use of current best scientific evidence in making decisions about the choice and application of public health interventions. (Reference: Community Commons <http://www.communitycommons.org/>)
- 1.12 "Fixed Price" establishes a set price per unit of service. The set price shall be based on costs, which are reasonable, allowable and allocable.
- 1.13 "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 1.14 "HPHC IGA" means Healthy People Healthy Communities Intergovernmental Agreement. This IGA was developed to facilitate collaboration, coordination, and communication between the Contractors/Local Health Departments and ADHS to improve the health and well-being of Arizona residents.
- 1.15 "Materials" unless otherwise stated herein, means all property, including but not limited to equipment, supplies, printing, insurance and leases of property.
- 1.16 "May" means the Contractor is encouraged to utilize recommended policy in order to fulfill the intent of the contract.
- 1.17 "Must" means a mandatory Program policy considered essential to the provision of high-quality services. A Contractor who does not follow a required Program policy will be cited for this failure.
- 1.18 "Procurement Officer" means the person duly authorized by the State to enter into, administer Contracts, and

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make written determinations with respect to the Contract.

- 1.19 "Program Manager" means the ADHS employee who is responsible for the implementation and oversight of the specific programs within the HPHC IGA. The Program Manager coordinates activities among Contractors and among ADHS staff, receives and reconciles invoices, handles budget issues, and provides technical support. The Program Manager is responsible for negotiating contracts, requesting contract amendments to be processed by the Procurement Office, conducting site visits, and monitoring Contractor compliance with the provisions of the contract.
- 1.20 "Purchase Order" means a written document that is signed by a Procurement Officer, that requests a vendor to deliver described goods or services at a specific price and that, on delivery and acceptance of the goods or services by ADHS, becomes an obligation of the State.
- 1.21 "Scope of Work" means the area in an agreement where the work to be performed is described. The SOW should contain any milestones, reports, deliverables, and end products that are expected to be provided by the performing party/Contractor.
- 1.22 "Services" means the furnishing of labor, time or effort by a Contractor or Subcontractor.
- 1.23 "Site Visit" means any visit to the Contractor's or Sub-contractor's business location by ADHS HPHC IGA Program staff or a designee, once per year.
- 1.24 "Subcontract" means any contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of this Contract.
- 1.25 "State" means the State of Arizona, or ADHS. For purposes of this Contract, the term "State" shall not include the Contractor.

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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.

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- 4.3. New Budget Term. If a budget term has been completed in a multi-term Contract, the parties may agree to change the amount and type of funding to accommodate new circumstances in the next budget term. Any increase or decrease in funding at the time of the new budget term shall coincide with a change in the Scope of Work or change in cost of services as approved by the Arizona Department of Health Services.
- 4.4. Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 4.5. Records and Audit. Under A.R.S. § 35-214 and A.R.S. § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other records (“records”) relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State and where applicable the Federal Government at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 4.6. Financial Management. For all contracts, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for the ADHS funded programs shall be used by the Contractor in the management of Contract funds and by the State when performing a Contract audit. Funds collected by the Contractor in the form of fees, donations and/or charges for the delivery of these Contract services shall be accounted for in a separate fund.
- 4.6.1. Federal Funding. Contractors receiving federal funds under this Contract shall comply with the certified finance and compliance audit provision of the Office of Management and Budget (OMB) Circular A-133, if applicable. The federal financial assistance information shall be stated in a Change Order or Purchase Order.
- 4.6.2. State Funding. Contractors receiving state funds under this Contract shall comply with the certified compliance provisions of A.R.S. § 35-181.03.
- 4.7. Inspection and Testing. The Contractor agrees to permit access, at reasonable times, to its facilities.
- 4.8. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the signature page by the Contractor, unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to an ADHS Procurement Officer, unless otherwise stated in the Contract. An authorized ADHS Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice, and an amendment to the Contract shall not be necessary.
- 4.9. Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of an ADHS Procurement Officer.
- 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



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Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.

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

## 5. Costs and Payments

- 5.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate Contractor's Expenditure Report for payment from the State within thirty (30) days, as provided in the Accounting and Auditing Procedures Manual for the ADHS.

### 5.2. Recoupment of Contract Payments.

- 5.2.1. *Unearned Advanced Funds*. Any unearned State funds that have been advanced to the Contractor and remain in its possession at the end of each budget term, or at the time of termination of the Contract, shall be refunded to the ADHS within forty-five (45) days of the end of a budget term or of the time of termination.

- 5.2.2. *Contracted Services*. In a fixed price contract, if the number of services provided is less than the number of services for which the Contractor received compensation, funds to be returned to the ADHS shall be determined by the Contract price. Where the price is determined by cost per unit of service or material, the funds to be returned shall be determined by multiplying the unit of service cost by the number of services the Contractor did not provide during the Contract term. Where the price for a deliverable is fixed, but the deliverable has not been completed, the Contractor shall be paid a pro rata portion of the completed deliverable. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by Generally Accepted Accounting Procedures up to the date of contract termination.

- 5.2.3. *Refunds*. Within forty-five (45) days after the end of each budget term or of the time of termination of the Contract, the Contractor shall refund the greater of: i) the amount refundable in accordance with paragraph 4.2.1, Unearned Advanced Funds; or ii) the amount refundable in accordance with paragraph 5.2.2, Contracted Services.

- 5.2.4. *Unacceptable Expenditures*. The Contractor agrees to reimburse the ADHS for all Contract funds expended, which are determined by the ADHS not to have been disbursed by the Contractor in accordance with the terms of this Contract. The Contractor shall reimburse ADHS within 45 days of the determination of unacceptability.

- 5.3. Unit Costs/Rates or Fees. Unit costs/rates or fees shall be based on costs, which are determined by ADHS to be reasonable, allowable and allocable as outlined in the Accounting and Auditing Procedures Manual for the ADHS.

### 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

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responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.

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

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

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

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

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

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

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

5.6.4. Cancel the Contract.

## **6. Contract Changes**

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

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

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

## **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

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Order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

7.2. Mutual Indemnification. Each party (as "indemnitor") agrees to indemnify, defend and hold harmless the other party (as "indemnatee") 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 indemnatee, 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

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the Materials are not free of liens, Contractor shall pay to remove the lien and any associated damages or replace the Materials with Materials free of liens.

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

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

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

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

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

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

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

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

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

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

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

## 9. State's Contractual Remedies

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

- 9.2. Stop Work Order.

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

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

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

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

## 10. Contract Termination

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

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

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

10.4. *Termination Without Cause.*

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

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

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

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service or item cost by the number of unpaid service units or items. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by GAAP up to the date of termination. Upon such termination, the Contractor shall deliver to the ADHS all deliverables completed. ADHS may require Contractor to negotiate the terms of any remaining deliverables still due.

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

## **11. Arbitration**

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

## **12. Communication**

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

## **13. Client Grievances**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If applicable, the Contractor/Grantee shall submit to ADHS via email the Grant Reporting Certification Form. This form and the instructions can be downloaded from the ADHS Procurement website at <http://www.azdhs.gov/operations/financial-services/procurement/index.php#ffata> and must be returned to the ADHS by the 15<sup>th</sup> of the month following that in which the award was received. The form shall be completed electronically, and submitted using the steps outlined in the Grant Reporting Certification Form Instructions to the following email address: [ADHS\\_Grant@azdhs.gov](mailto:ADHS_Grant@azdhs.gov). All required fields must be filled including Top Employee Compensation, if applicable. Completing the Grant Reporting Certification Form is required for compliance with the Office of Management and Budget (OMB), found at <http://www.whitehouse.gov/omb/open>. Failure to timely submit the Grant Reporting Certification Form could result in the loss of funds. This requirement applies to all subcontractors/sub-awardees utilized by the Contractor/Grantee for amounts exceeding \$30,000.00 during the term of the Award.

**21. Contracting; Procurement; Investment; Prohibitions**

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

**22. Technology Replacement**

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

**23. Authorization for Provision of Services**

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



CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT SCOPE OF WORK
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## 1. Background

- 1.1 In order to illustrate the gulf between the Country's costly health care and its underfunded public health system we only need to look at a person who wakes up after triple bypass surgery at a typical Arizona hospital. They typically thank their doctors for the lifesaving miracles they performed, and sometimes even make donations to the institution in gratitude. "Nobody wakes up in the morning and says, 'I'm so glad I don't have smallpox.' Or, 'Thank goodness my water is potable,'. That in a nutshell is the conundrum facing Gila County Public Health as it tackles the COVID-19 crisis. The largely preventive mission, aimed at protecting the entire community, has been consistently overlooked in a country that puts a premium, and spends more money per capita than any other, on treating individual sick people. The victories are too often taken for granted. And these days, as the ongoing vaccine, and now facemask debates demonstrate, even science is increasingly challenged.
- 1.2 Gila County currently has one full time Communicable Disease Specialist (CDS) specifically trained for, and funded with, CDC public health emergency preparedness dollars. The CDC COVID-19 funding has afforded an increase to three (3) CDS positions, and three (3) contact tracers. Additionally, Gila County has been able to repurpose program staff from the following grants: CDC Rx prevention, tobacco-free environments, maternal and child health, and emergency management, as well as multiple general funded positions in order to provide all of our clinical services, disease investigations and surveillance, communications and information sharing, incident command, logistics and supply chain, and public health education. Due to funding issues we have still been unable to fund multiple critical positions, and have pressed our staff to the point of exertion while ignoring many of the other essential public health services to our Gila County communities.
- 1.3 In early 2020, when National Association of County and City Health Officials (NACCHO) first examined all U.S. counties to determine the counties that would be at the highest risk of COVID-19 hospitalizations, ICU visits, and deaths, Gila County ranked second in risk only to Mohave County. This was not a surprise as the primary risk factors for COVID-19 complications include old age, ethnicity, diabetes, obesity, kidney disease, COPD, immunocompromised, and heart conditions such as coronary artery disease and cardiomyopathies. These same risk factors are evaluated each year by the Robert Wood Johnson Foundation and form the basis for the County Health Rankings that in 2020 ranked Gila Count 13th in the state in health outcomes with; the second highest percent older than sixty-five (65) (28.8%), three (3) times the state average percent American Indian (17.8%), well above the state average in adult smoking (18%) and adult obesity (31%), and nearly twice the state average in premature death, drug overdose death, and children and adults in poverty. Additionally, as COVID-19 positive cases continue to increase in Gila County our community faces the second highest ratio of primary care physicians to citizens (2,140:1).
- 1.4 Lastly, further evidence according to the Arizona Department of Health Services (ADHS) indicate the Gila County high-risk characteristics affecting the population signify Gila County residents are at the highest risk of contracting COVID-19 in Arizona. These characteristics include: poor health, adult smoking, adult obesity, and physical inactivity to name a few.

## 2. Purpose

- 2.1 The project aim for Gila County Public Health is to utilize ELC funding resources to complement, not duplicate, existing COVID-19 funding provided to our jurisdiction. Gila County will leverage, and build upon, the existing public health infrastructure that emphasizes the coordination and critical integration of disease investigation, epidemiology, contact tracing, and health information systems in order to maximize the public health impact of available resources. The primary goals will be to create a fully implemented, scalable, and sustainable, comprehensive disease investigation, detection, surveillance, and rapid response section to our Health Emergency Operations Center (HEOC). Our underlying objectives will be to use the funding to:
  - 2.1.1. Expanded testing;
  - 2.2.2 Contact tracing; and

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2.2.3 Community prevention.

### **3. Tasks**

The County shall:

- 3.1 Support the necessary expenses to implement and oversee expanded testing capacity for COVID-19/SARS-CoV-2, including the ability to process, manage, analyze, use, and report the increased data produced and
  - a. Increase the availability and access to free and low-cost testing for all residents;
- 3.2 Establish a robust SARS-CoV-2 testing program that ensures adequate testing is made available according to CDC priorities, including but not limited to
  - 3.2.1 Diagnostic tests,
  - 3.2.2 Tests for contact tracing, and
  - 3.2.3 Surveillance of asymptomatic persons to determine community spread;
- 3.3 Establish effective and competent contact tracing and disease surveillance programs that match current Personal Health Information (PHI), Centers for Disease Control and Prevention (CDC), and NACCHO best practices for ten (10) to fifty (50) cases per day through setup, follow-up and testing;
- 3.2 Support community-based COVID-19 related prevention efforts through
  - 3.2.1 Education messages will include information in about symptoms, testing blitz locations, local hotline information, COVID support resources and other COVID FAQ's, and
  - 3.2.2 Targeted prevention efforts in high risk industries, collaborate with local businesses to provide educational materials and train-the-trainer opportunities to disseminate information regarding COVID-19 prevention and response.

### **4. Approvals:**

- 4.1 Capital Equipment (Single item purchase of \$5,000 or more) purchased for the program: A written request shall be submitted to ADHS for review and approval prior to any purchase on a case-by-case basis. The written request shall include details of how the proposed purchase supports current approved scope of work;
- 4.2 All marketing materials (the use of ADHS logo, brochures, posters, public service announcements, paid media, videos, etc.) which have been developed, written, published, or recorded by the County and paid for with funds from this award must be first approved by ADHS prior to the dissemination of such materials or airing or use of such announcements;
- 4.3 The quarterly Contractor's Expenditure Report (CER/Invoice) and any supporting documentation, when submitted, shall be approved by ADHS prior to payment; and
- 4.4 Quarterly progress report of all project activities and final summary report of project and milestones achieved through project efforts.

### **5. Requirements**

- 5.1 The County shall notify ADHS of any funding being redirected from the budget to other areas of the project or for uses for prior approval, including any changes of the Scope of Work of the submitted project.

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## 6. Deliverables and Delivery Schedule

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

- 6.1 Contractor Expenditure Report (CER) to ADHS within fifteen (15) days after the end of the preceding quarter, for example April 15<sup>th</sup>, July 15<sup>th</sup>, October 15<sup>th</sup> and January 15<sup>th</sup> of the following year;
- 6.2 Provide a weekly report with the number of testing events conducted, number of cases investigated by disposition (completed, lost to follow up, refused, returned) and number of educational sessions/community outreach conducted;
- 6.3 Report COVID-19 testing, case investigation, and contact tracing data in ADHS-approved state investigation data management system;
- 6.4 Send daily emails to [contacttracing@azdhs.gov](mailto:contacttracing@azdhs.gov) with a basic summary total of the number of contact tracing interviews completed and any identified needs from ADHS, if indicated.

## 7. Notices, Correspondence, and Reports

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

Arizona Department of Health Services  
Bureau of Epidemiology & Disease Control  
Chief  
150 18<sup>th</sup> Avenue North  
Phoenix, AZ 85007  
Email: Eugene.Livar@azdhs.gov  
Telephone: (602) 364-3846

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

Gila County Health Services  
5515 South Apache Avenue, Suite 100  
MAILING: 1400 East Ash  
Globe, Arizona 85501  
Attention: Michael O'Driscoll, Director  
Telephone: (928) 402-8767  
Email: [modriscoll@gilacountyaz.gov](mailto:modriscoll@gilacountyaz.gov)

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT PRICE SHEET
IGA2021-037	

Cost-Reimbursement Price Sheet FY21	
ACCOUNT CLASSIFICATION	LINE ITEM TOTALS
PERSONNEL EXPENSES	\$501,085.00
EMPLOYEE RELATED EXPENSES	\$200,434.00
SUPPLIES	\$625,000.00
PROFESSIONAL AND OUTSIDE SERVICES	\$208,000.00
INDIRECT	\$70,152.00
<b>TOTAL \$1,604,671.00</b>	
<p><i>The Contractor is authorized to transfer up to a maximum of ten percent (10%) of the total budget amount between line items.</i></p> <p><i>Transfers <u>exceeding ten percent (10%)</u> <u>or to a non-funded line item</u> shall require an amendment.</i></p>	

## Boycott of Israel Disclosure

Please note that if any of the following apply to this Solicitation, Contract, or Contractor, then the Offeror shall select the "Exempt Solicitation, Contract, or Contractor" option below:

- The Solicitation or Contract has an estimated value of less than \$100,000;
- Contractor is a sole proprietorship;
- Contractor has fewer than ten (10) employees; OR
- Contractor is a non-profit organization.

Pursuant to A.R.S. §35-393.01, public entities are prohibited from entering into contracts "unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of goods or services from Israel."

**Under A.R.S. §35-393:**

1. "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:
  - (a) Based in part on the fact that the entity does business in Israel or in territories controlled by Israel.
  - (b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.
2. "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate, that engages in for-profit activity and that has ten or more full-time employees.
5. "Public entity" means this State, a political subdivision of this State or an agency, board, commission or department of this State or a political subdivision of this State.

The certification below does not include boycotts prohibited by 50 United States Code Section 4842 or a regulation issued pursuant to that section. See A.R.S. §35-393.03.

**In compliance with A.R.S. §§35-393 et seq., all offerors must select one of the following:**

- ☐ The Company submitting this Offer does not participate in, and agrees not to participate in during the term of the contract, a boycott of Israel in accordance with A.R.S. §§35-393 et seq. I understand that my entire response will become public record in accordance with A.A.C. R2-7-C317.
- ☐ The Company submitting this Offer does participate in a boycott of Israel as described in A.R.S. §§35-393 et seq.
- ☐ Exempt Solicitation, Contract, or Contractor.

**Indicate which of the following statements applies to this Contract:**

- ☐ Solicitation or Contract has an estimated value of less than \$100,000;
- ☐ Contractor is a sole proprietorship;

<b>IGA2021-037</b>	<b>INTERGOVERNMENTAL AGREEMENT (IGA)</b> <b>ATTACHMENT A</b> <b>Boycott of Israel</b>
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- ☐ Contractor has fewer than ten (10) employees; and/or
- ☐ Contractor is a non-profit organization.

_____ Company Name		
_____ Address		
_____ City	_____ State	_____ Zip

_____ Signature of Person Authorized to Sign
_____ Printed Name
_____ Title



# INTERGOVERNMENTAL AGREEMENT (IGA)

Contract No. IGA2021-037

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

Project Title: COVID-19 Community Testing Project

Begin Date: July 1, 2020

Geographic Service Area: Gila County

Termination Date: February 28, 2022

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:

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

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.

<table border="1"><thead><tr><th>Arizona</th><th>Transaction</th><th>(Sales)</th><th>Privilege:</th></tr></thead><tbody><tr><td>Federal</td><td>Employer</td><td>Identification</td><td>No.:</td></tr><tr><td>Tax</td><td>License</td><td></td><td>No.:</td></tr><tr><td colspan="4">Contractor Name: Gila County Health Services Address: 5515 South Apache Avenue, Suite 100, Globe, Arizona 85501</td></tr></tbody></table>	Arizona	Transaction	(Sales)	Privilege:	Federal	Employer	Identification	No.:	Tax	License		No.:	Contractor Name: Gila County Health Services Address: 5515 South Apache Avenue, Suite 100, Globe, Arizona 85501				<p><b>FOR CLARIFICATION, CONTACT:</b></p> <p>Name: <u>Michael O'Driscoll, Director</u></p> <p>Phone <u>(928) 402-8767</u></p> <p>Cell: <u>(928) 425-0794</u></p> <p>E-mail: <u><a href="mailto:modriscoll@gilacountyaz.gov">modriscoll@gilacountyaz.gov</a></u></p>
Arizona	Transaction	(Sales)	Privilege:														
Federal	Employer	Identification	No.:														
Tax	License		No.:														
Contractor Name: Gila County Health Services Address: 5515 South Apache Avenue, Suite 100, Globe, Arizona 85501																	
<p><b>CONTRACTOR SIGNATURE:</b> 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>Tim Humphrey Chairman, Board of Supervisors</p> <hr/> <p>Print Name and Title _____</p>	<p><b>This Contract shall henceforth be referred to as Contract</b></p> <p>No. <u>IGA2021-037</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><b>State of Arizona</b></p> <p>Signed this _____ day of _____, 2020</p> <hr/> <p><b>Procurement Officer</b></p>																
<p><b>CONTRACTOR ATTORNEY SIGNATURE:</b> 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>The Gila County Attorney's Office</p> <hr/> <p>Print Name and Title _____</p>	<p><b>Attorney General Contract, No. P0012018000053</b>, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those parties to the Agreement represented by the Attorney General.</p> <p><b>The Attorney General, BY:</b></p> <hr/> <table border="1"><thead><tr><th>Signature</th><th>Date</th></tr></thead><tbody><tr><td>Assistant Attorney General:</td><td></td></tr></tbody></table>	Signature	Date	Assistant Attorney General:													
Signature	Date																
Assistant Attorney General:																	

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT
IGA2021-037	TERMS AND CONDITIONS

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

- 1.1 "Attachment" means any document attached to the Contract and incorporated into the Contract.
- 1.2 "ADHS" means Arizona Department of Health Services.
- 1.3 "Budget Term" means the period of time for which the contract budget has been created and during which funds should be expended.
- 1.4 "Change Order" means a written order that is signed by a Procurement Officer and that directs the Contractor to make changes authorized by the Uniform Terms and Conditions of the Contract.
- 1.5 "Contract" means the combination of the Uniform and Special Terms and Conditions, the Specifications and Statement or Scope of Work, Attachments, Referenced Documents, any Contract Amendments and any terms applied by law.
- 1.6 "Contract Amendment" means a written document signed by the Procurement Officer and the Contractor that is issued for the purpose of making changes in the Contract.
- 1.7 "Contractor" means any person who has a Contract with the Arizona Department of Health Services.
- 1.8 "Cost Reimbursement" means a contract under which a contractor is reimbursed for costs, which are reasonable, allowable and allocable in accordance with the contract terms and approved by ADHS.
- 1.9 "Days" means calendar days unless otherwise specified.
- 1.10 "Emerging Issues" means a potential new threat, or problem to a local health system that can impact local resources, the environment, or populations.
- 1.11 "Evidence-Based Strategies" are strategies that explicitly link public health or clinical practice recommendation to scientific evidence of the effectiveness and/or other characteristics of such practices. (Reference: Community Guide: <http://www.thecommunityguide.org/>) Evidence based public health practice is the careful, intentional and sensible use of current best scientific evidence in making decisions about the choice and application of public health interventions. (Reference: Community Commons <http://www.communitycommons.org/>)
- 1.12 "Fixed Price" establishes a set price per unit of service. The set price shall be based on costs, which are reasonable, allowable and allocable.
- 1.13 "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 1.14 "HPHC IGA" means Healthy People Healthy Communities Intergovernmental Agreement. This IGA was developed to facilitate collaboration, coordination, and communication between the Contractors/Local Health Departments and ADHS to improve the health and well-being of Arizona residents.
- 1.15 "Materials" unless otherwise stated herein, means all property, including but not limited to equipment, supplies, printing, insurance and leases of property.
- 1.16 "May" means the Contractor is encouraged to utilize recommended policy in order to fulfill the intent of the contract.
- 1.17 "Must" means a mandatory Program policy considered essential to the provision of high-quality services. A Contractor who does not follow a required Program policy will be cited for this failure.
- 1.18 "Procurement Officer" means the person duly authorized by the State to enter into, administer Contracts, and



CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
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make written determinations with respect to the Contract.

- 1.19 "Program Manager" means the ADHS employee who is responsible for the implementation and oversight of the specific programs within the HPHC IGA. The Program Manager coordinates activities among Contractors and among ADHS staff, receives and reconciles invoices, handles budget issues, and provides technical support. The Program Manager is responsible for negotiating contracts, requesting contract amendments to be processed by the Procurement Office, conducting site visits, and monitoring Contractor compliance with the provisions of the contract.
- 1.20 "Purchase Order" means a written document that is signed by a Procurement Officer, that requests a vendor to deliver described goods or services at a specific price and that, on delivery and acceptance of the goods or services by ADHS, becomes an obligation of the State.
- 1.21 "Scope of Work" means the area in an agreement where the work to be performed is described. The SOW should contain any milestones, reports, deliverables, and end products that are expected to be provided by the performing party/Contractor.
- 1.22 "Services" means the furnishing of labor, time or effort by a Contractor or Subcontractor.
- 1.23 "Site Visit" means any visit to the Contractor's or Sub-contractor's business location by ADHS HPHC IGA Program staff or a designee, once per year.
- 1.24 "Subcontract" means any contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of this Contract.
- 1.25 "State" means the State of Arizona, or ADHS. For purposes of this Contract, the term "State" shall not include the Contractor.

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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.

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- 4.3. New Budget Term. If a budget term has been completed in a multi-term Contract, the parties may agree to change the amount and type of funding to accommodate new circumstances in the next budget term. Any increase or decrease in funding at the time of the new budget term shall coincide with a change in the Scope of Work or change in cost of services as approved by the Arizona Department of Health Services.
- 4.4. Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 4.5. Records and Audit. Under A.R.S. § 35-214 and A.R.S. § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State and where applicable the Federal Government at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 4.6. Financial Management. For all contracts, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for the ADHS funded programs shall be used by the Contractor in the management of Contract funds and by the State when performing a Contract audit. Funds collected by the Contractor in the form of fees, donations and/or charges for the delivery of these Contract services shall be accounted for in a separate fund.
- 4.6.1. Federal Funding. Contractors receiving federal funds under this Contract shall comply with the certified finance and compliance audit provision of the Office of Management and Budget (OMB) Circular A-133, if applicable. The federal financial assistance information shall be stated in a Change Order or Purchase Order.
- 4.6.2. State Funding. Contractors receiving state funds under this Contract shall comply with the certified compliance provisions of A.R.S. § 35-181.03.
- 4.7. Inspection and Testing. The Contractor agrees to permit access, at reasonable times, to its facilities.
- 4.8. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the signature page by the Contractor, unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to an ADHS Procurement Officer, unless otherwise stated in the Contract. An authorized ADHS Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice, and an amendment to the Contract shall not be necessary.
- 4.9. Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of an ADHS Procurement Officer.
- 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

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Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.

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

## 5. Costs and Payments

- 5.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate Contractor's Expenditure Report for payment from the State within thirty (30) days, as provided in the Accounting and Auditing Procedures Manual for the ADHS.

### 5.2. Recoupment of Contract Payments.

- 5.2.1. *Unearned Advanced Funds*. Any unearned State funds that have been advanced to the Contractor and remain in its possession at the end of each budget term, or at the time of termination of the Contract, shall be refunded to the ADHS within forty-five (45) days of the end of a budget term or of the time of termination.

- 5.2.2. *Contracted Services*. In a fixed price contract, if the number of services provided is less than the number of services for which the Contractor received compensation, funds to be returned to the ADHS shall be determined by the Contract price. Where the price is determined by cost per unit of service or material, the funds to be returned shall be determined by multiplying the unit of service cost by the number of services the Contractor did not provide during the Contract term. Where the price for a deliverable is fixed, but the deliverable has not been completed, the Contractor shall be paid a pro rata portion of the completed deliverable. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by Generally Accepted Accounting Procedures up to the date of contract termination.

- 5.2.3. *Refunds*. Within forty-five (45) days after the end of each budget term or of the time of termination of the Contract, the Contractor shall refund the greater of: i) the amount refundable in accordance with paragraph 4.2.1, Unearned Advanced Funds; or ii) the amount refundable in accordance with paragraph 5.2.2, Contracted Services.

- 5.2.4. *Unacceptable Expenditures*. The Contractor agrees to reimburse the ADHS for all Contract funds expended, which are determined by the ADHS not to have been disbursed by the Contractor in accordance with the terms of this Contract. The Contractor shall reimburse ADHS within 45 days of the determination of unacceptability.

- 5.3. Unit Costs/Rates or Fees. Unit costs/rates or fees shall be based on costs, which are determined by ADHS to be reasonable, allowable and allocable as outlined in the Accounting and Auditing Procedures Manual for the ADHS.

### 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

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responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.

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

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

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

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

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

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

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

5.6.4. Cancel the Contract.

## **6. Contract Changes**

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

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

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

## **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

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Order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

7.2. Mutual Indemnification. Each party (as "indemnitor") agrees to indemnify, defend and hold harmless the other party (as "indemnatee") 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 indemnatee, 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

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the Materials are not free of liens, Contractor shall pay to remove the lien and any associated damages or replace the Materials with Materials free of liens.

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

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

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

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

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

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

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

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

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

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

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

## 9. State's Contractual Remedies

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

- 9.2. Stop Work Order.

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



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

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

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

## 10. Contract Termination

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

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

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

10.4. *Termination Without Cause.*

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

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

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

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service or item cost by the number of unpaid service units or items. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by GAAP up to the date of termination. Upon such termination, the Contractor shall deliver to the ADHS all deliverables completed. ADHS may require Contractor to negotiate the terms of any remaining deliverables still due.

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

## **11. Arbitration**

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

## **12. Communication**

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

## **13. Client Grievances**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If applicable, the Contractor/Grantee shall submit to ADHS via email the Grant Reporting Certification Form. This form and the instructions can be downloaded from the ADHS Procurement website at <http://www.azdhs.gov/operations/financial-services/procurement/index.php#ffata> and must be returned to the ADHS by the 15<sup>th</sup> of the month following that in which the award was received. The form shall be completed electronically, and submitted using the steps outlined in the Grant Reporting Certification Form Instructions to the following email address: [ADHS\\_Grant@azdhs.gov](mailto:ADHS_Grant@azdhs.gov). All required fields must be filled including Top Employee Compensation, if applicable. Completing the Grant Reporting Certification Form is required for compliance with the Office of Management and Budget (OMB), found at <http://www.whitehouse.gov/omb/open>. Failure to timely submit the Grant Reporting Certification Form could result in the loss of funds. This requirement applies to all subcontractors/sub-awardees utilized by the Contractor/Grantee for amounts exceeding \$30,000.00 during the term of the Award.

**21. Contracting; Procurement; Investment; Prohibitions**

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

**22. Technology Replacement**

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

**23. Authorization for Provision of Services**

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

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## 1. Background

- 1.1 In order to illustrate the gulf between the Country's costly health care and its underfunded public health system we only need to look at a person who wakes up after triple bypass surgery at a typical Arizona hospital. They typically thank their doctors for the lifesaving miracles they performed, and sometimes even make donations to the institution in gratitude. "Nobody wakes up in the morning and says, 'I'm so glad I don't have smallpox.' Or, 'Thank goodness my water is potable,'. That in a nutshell is the conundrum facing Gila County Public Health as it tackles the COVID-19 crisis. The largely preventive mission, aimed at protecting the entire community, has been consistently overlooked in a country that puts a premium, and spends more money per capita than any other, on treating individual sick people. The victories are too often taken for granted. And these days, as the ongoing vaccine, and now facemask debates demonstrate, even science is increasingly challenged.
- 1.2 Gila County currently has one full time Communicable Disease Specialist (CDS) specifically trained for, and funded with, CDC public health emergency preparedness dollars. The CDC COVID-19 funding has afforded an increase to three (3) CDS positions, and three (3) contact tracers. Additionally, Gila County has been able to repurpose program staff from the following grants: CDC Rx prevention, tobacco-free environments, maternal and child health, and emergency management, as well as multiple general funded positions in order to provide all of our clinical services, disease investigations and surveillance, communications and information sharing, incident command, logistics and supply chain, and public health education. Due to funding issues we have still been unable to fund multiple critical positions, and have pressed our staff to the point of exertion while ignoring many of the other essential public health services to our Gila County communities.
- 1.3 In early 2020, when National Association of County and City Health Officials (NACCHO) first examined all U.S. counties to determine the counties that would be at the highest risk of COVID-19 hospitalizations, ICU visits, and deaths, Gila County ranked second in risk only to Mohave County. This was not a surprise as the primary risk factors for COVID-19 complications include old age, ethnicity, diabetes, obesity, kidney disease, COPD, immunocompromised, and heart conditions such as coronary artery disease and cardiomyopathies. These same risk factors are evaluated each year by the Robert Wood Johnson Foundation and form the basis for the County Health Rankings that in 2020 ranked Gila Count 13th in the state in health outcomes with; the second highest percent older than sixty-five (65) (28.8%), three (3) times the state average percent American Indian (17.8%), well above the state average in adult smoking (18%) and adult obesity (31%), and nearly twice the state average in premature death, drug overdose death, and children and adults in poverty. Additionally, as COVID-19 positive cases continue to increase in Gila County our community faces the second highest ratio of primary care physicians to citizens (2,140:1).
- 1.4 Lastly, further evidence according to the Arizona Department of Health Services (ADHS) indicate the Gila County high-risk characteristics affecting the population signify Gila County residents are at the highest risk of contracting COVID-19 in Arizona. These characteristics include: poor health, adult smoking, adult obesity, and physical inactivity to name a few.

## 2. Purpose

- 2.1 The project aim for Gila County Public Health is to utilize ELC funding resources to complement, not duplicate, existing COVID-19 funding provided to our jurisdiction. Gila County will leverage, and build upon, the existing public health infrastructure that emphasizes the coordination and critical integration of disease investigation, epidemiology, contact tracing, and health information systems in order to maximize the public health impact of available resources. The primary goals will be to create a fully implemented, scalable, and sustainable, comprehensive disease investigation, detection, surveillance, and rapid response section to our Health Emergency Operations Center (HEOC). Our underlying objectives will be to use the funding to:
  - 2.1.1. Expanded testing;
  - 2.2.2 Contact tracing; and

<b>CONTRACT NUMBER</b>	<b>INTERGOVERNMENTAL AGREEMENT SCOPE OF WORK</b>
<b>IGA2021-037</b>	

2.2.3 Community prevention.

### **3. Tasks**

The County shall:

- 3.1 Support the necessary expenses to implement and oversee expanded testing capacity for COVID-19/SARS-CoV-2, including the ability to process, manage, analyze, use, and report the increased data produced and
  - a. Increase the availability and access to free and low-cost testing for all residents;
- 3.2 Establish a robust SARS-CoV-2 testing program that ensures adequate testing is made available according to CDC priorities, including but not limited to
  - 3.2.1 Diagnostic tests,
  - 3.2.2 Tests for contact tracing, and
  - 3.2.3 Surveillance of asymptomatic persons to determine community spread;
- 3.3 Establish effective and competent contact tracing and disease surveillance programs that match current Personal Health Information (PHI), Centers for Disease Control and Prevention (CDC), and NACCHO best practices for ten (10) to fifty (50) cases per day through setup, follow-up and testing;
- 3.2 Support community-based COVID-19 related prevention efforts through
  - 3.2.1 Education messages will include information in about symptoms, testing blitz locations, local hotline information, COVID support resources and other COVID FAQ's, and
  - 3.2.2 Targeted prevention efforts in high risk industries, collaborate with local businesses to provide educational materials and train-the-trainer opportunities to disseminate information regarding COVID-19 prevention and response.

### **4. Approvals:**

- 4.1 Capital Equipment (Single item purchase of \$5,000 or more) purchased for the program: A written request shall be submitted to ADHS for review and approval prior to any purchase on a case-by-case basis. The written request shall include details of how the proposed purchase supports current approved scope of work;
- 4.2 All marketing materials (the use of ADHS logo, brochures, posters, public service announcements, paid media, videos, etc.) which have been developed, written, published, or recorded by the County and paid for with funds from this award must be first approved by ADHS prior to the dissemination of such materials or airing or use of such announcements;
- 4.3 The quarterly Contractor's Expenditure Report (CER/Invoice) and any supporting documentation, when submitted, shall be approved by ADHS prior to payment; and
- 4.4 Quarterly progress report of all project activities and final summary report of project and milestones achieved through project efforts.

### **5. Requirements**

- 5.1 The County shall notify ADHS of any funding being redirected from the budget to other areas of the project or for uses for prior approval, including any changes of the Scope of Work of the submitted project.

<b>CONTRACT NUMBER</b>	<b>INTERGOVERNMENTAL AGREEMENT SCOPE OF WORK</b>
<b>IGA2021-037</b>	

## 6. Deliverables and Delivery Schedule

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

- 6.1 Contractor Expenditure Report (CER) to ADHS within fifteen (15) days after the end of the preceding quarter, for example April 15<sup>th</sup>, July 15<sup>th</sup>, October 15<sup>th</sup> and January 15<sup>th</sup> of the following year;
- 6.2 Provide a weekly report with the number of testing events conducted, number of cases investigated by disposition (completed, lost to follow up, refused, returned) and number of educational sessions/community outreach conducted;
- 6.3 Report COVID-19 testing, case investigation, and contact tracing data in ADHS-approved state investigation data management system;
- 6.4 Send daily emails to [contacttracing@azdhs.gov](mailto:contacttracing@azdhs.gov) with a basic summary total of the number of contact tracing interviews completed and any identified needs from ADHS, if indicated.

## 7. Notices, Correspondence, and Reports

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

Arizona Department of Health Services  
Bureau of Epidemiology & Disease Control  
Chief  
150 18<sup>th</sup> Avenue North  
Phoenix, AZ 85007  
Email: Eugene.Livar@azdhs.gov  
Telephone: (602) 364-3846

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

Gila County Health Services  
5515 South Apache Avenue, Suite 100  
MAILING: 1400 East Ash  
Globe, Arizona 85501  
Attention: Michael O'Driscoll, Director  
Telephone: (928) 402-8767  
Email: [modriscoll@gilacountyaz.gov](mailto:modriscoll@gilacountyaz.gov)

<b>CONTRACT NUMBER</b>	<b>INTERGOVERNMENTAL AGREEMENT PRICE SHEET</b>
<b>IGA2021-037</b>	

<b>Cost-Reimbursement Price Sheet FY21</b>	
<b>ACCOUNT CLASSIFICATION</b>	<b>LINE ITEM TOTALS</b>
PERSONNEL EXPENSES	\$501,085.00
EMPLOYEE RELATED EXPENSES	\$200,434.00
SUPPLIES	\$625,000.00
PROFESSIONAL AND OUTSIDE SERVICES	\$208,000.00
INDIRECT	\$70,152.00
<b>TOTAL \$1,604,671.00</b>	
<p><i>The Contractor is authorized to transfer up to a maximum of ten percent (10%) of the total budget amount between line items.</i></p> <p><i>Transfers <u>exceeding ten percent (10%)</u> <u>or to a non-funded line item</u> shall require an amendment.</i></p>	



## Boycott of Israel Disclosure

Please note that if any of the following apply to this Solicitation, Contract, or Contractor, then the Offeror shall select the "Exempt Solicitation, Contract, or Contractor" option below:

- The Solicitation or Contract has an estimated value of less than \$100,000;
- Contractor is a sole proprietorship;
- Contractor has fewer than ten (10) employees; OR
- Contractor is a non-profit organization.

Pursuant to A.R.S. §35-393.01, public entities are prohibited from entering into contracts "unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of goods or services from Israel."

**Under A.R.S. §35-393:**

1. "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:
  - (a) Based in part on the fact that the entity does business in Israel or in territories controlled by Israel.
  - (b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.
2. "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate, that engages in for-profit activity and that has ten or more full-time employees.
5. "Public entity" means this State, a political subdivision of this State or an agency, board, commission or department of this State or a political subdivision of this State.

The certification below does not include boycotts prohibited by 50 United States Code Section 4842 or a regulation issued pursuant to that section. See A.R.S. §35-393.03.

**In compliance with A.R.S. §§35-393 *et seq.*, all offerors must select one of the following:**

- ☐ The Company submitting this Offer does not participate in, and agrees not to participate in during the term of the contract, a boycott of Israel in accordance with A.R.S. §§35-393 *et seq.* I understand that my entire response will become public record in accordance with A.A.C. R2-7-C317.
- ☐ The Company submitting this Offer does participate in a boycott of Israel as described in A.R.S. §§35-393 *et seq.*
- ☐ Exempt Solicitation, Contract, or Contractor.

**Indicate which of the following statements applies to this Contract:**

- ☐ Solicitation or Contract has an estimated value of less than \$100,000;
- ☐ Contractor is a sole proprietorship;

<b>IGA2021-037</b>	<b>INTERGOVERNMENTAL AGREEMENT (IGA)</b> <b>ATTACHMENT A</b> <b>Boycott of Israel</b>
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- ☐ Contractor has fewer than ten (10) employees; and/or
- ☐ Contractor is a non-profit organization.

_____ Company Name		
_____ Address		
_____ City	_____ State	_____ Zip

_____ Signature of Person Authorized to Sign
_____ Printed Name
_____ Title

**ELC COVID-19 Prejects**  
**July 1, 2020 to February 28, 2022**  
**AZ Detailed Line Item Budget and Justification**  
**CDC RFA: N/A    CFDA Number: NA/A**

Category	Subtotal	Proposed budget
A. Salaries and Wages		\$501,085
B. Fringe Benefits		\$200,434
C. Travel		\$0
In-State	\$0	
D. Equipment		\$0
E. Supplies		\$625,000
F. Contractual Costs		\$660,000
6200 - Professional & Outside Services	\$660,000	
6800 - Assistance to Others	\$0	
G. Construction		\$0
H. Other		\$0
Additional Project Costs	\$0	
<b>I. Total Direct Costs</b>		<b>\$1,986,519</b>
<b>J. Indirect Costs</b>		<b>\$70,152</b>
<b>K. Total Amount Requested</b>		<b>\$2,056,671</b>

**ELC COVID-19 Projects**  
**July 1, 2020 to February 28, 2022**  
**AZ Detailed Line Item Budget and Justification**  
**CDC RFA: N/A CFDA Number: NA/A**

<b>A. Salaries and Wages</b>	<b>Total: \$501,085</b>
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Position Title and Name	Annual Salary	FTE	Number of Months	Amount of Request
Health Director	\$105,381.00	50.00%	18	\$79,036
Deputy Health Director	\$79,913.00	50.00%	18	\$59,935
Health Administration Manager	\$47,980.00	50.00%	18	\$35,985
Administrative Clerk Senior	\$27,184.00	100.00%	18	\$40,776
Public Health Nurse	\$64,301.00	100.00%	18	\$96,452
Public Health Nurse	\$56,666.00	100.00%	18	\$84,999
Communicable Disease Specialist	\$33,876.00	100.00%	18	\$50,814
Communicable Disease Specialist	\$35,392.00	100.00%	18	\$53,088
		0.00%		\$0
		0.00%		\$0
		0.00%		\$0
		0.00%		\$0
<b>Total FTE/Salaries</b>		<b>6.50 FTE</b>		<b>\$501,085</b>

**Justification of Positions:**

Health Director

Job description: Serves as the full time PIO for the COVID-19 response. Additionally, this position evaluates the community's health needs and directs the County's public health functions accordingly. The role involves decision making regarding policies and laws, strategic goals, and collaborations with other agencies. Responsibilities include

Request: \$79,036

Deputy Health Director

Job description: Serves as the Operation Section Chief for COVID-19 response. Additionally, this position provides assistance with planning and managing the operations, activities and staff of the Health and Emergency Services Division. The position is responsible for hiring, supervising and training staff. The Deputy Director serves in the

Request: \$59,935

Health Administration Manager

**ELC COVID-19 Projects**  
**July 1, 2020 to February 28, 2022**  
**AZ Detailed Line Item Budget and Justification**  
**CDC RFA: N/A    CFDA Number: NA/A**

Job description: This position is tracking COVID-19 expenditures for the Public Health Department, and the Countywide expenses as well as managing the call center staff and all fiscal accounting for COVID-19 funding allocations and reporting. <b>The purpose of this position is to supervise all administrative and accounting division staff</b>	Request:	\$35,985
<u><b>Administrative Clerk Senior</b></u>		
Job description: <b>Serves as the full time primary call center administrator. Additionally, The purpose of this position is to act as a liaison between the citizens of Gila County and the wide array of programs and services available and to ensure that all customer needs, questions, and complaints are addressed in a timely manner. This position provides customer</b>	Request:	\$40,776
<u><b>Public Health Nurse</b></u>		
Job description: Serves as a communicable disease specialist, assists clinics with blitz testing, testing supplies, Remdesivir inventory and control, vaccination preparedness and POD planning. Additionally, The purpose of this position is to address prevention, assessment, risk reduction and health status improvement with members of the	Request:	\$96,452
<u><b>Public Health Nurse</b></u>		
Job description: Serves as a communicable disease specialist, assists clinics with blitz testing, testing supplies, Remdesivir inventory and control, vaccination preparedness and POD planning. Additionally, The purpose of this position is to address prevention, assessment, risk reduction and health status improvement with members of the	Request:	\$84,999
<u><b>Communicable Disease Specialist</b></u>		
Job description: <b>The purpose of this position is to assist with infectious disease epidemiologic activities of the Health Department by managing the surveillance programs, including routine reportable disease surveillance and response, healthcare provider outreach; assist nursing staff in outbreak investigations, data, management and health communication,</b>	Request:	\$50,814
<u><b>Communicable Disease Specialist</b></u>		
Job description: <b>The purpose of this position is to assist with infectious disease epidemiologic activities of the Health Department by managing the surveillance programs, including routine reportable disease surveillance and response, healthcare provider outreach; assist nursing staff in outbreak investigations, data, management and health communication,</b>	Request:	\$53,088
<u><b>0</b></u>		

**ELC COVID-19 Prejects**  
**July 1, 2020 to February 28, 2022**  
**AZ Detailed Line Item Budget and Justification**  
**CDC RFA: N/A    CFDA Number: NA/A**

Job description: [insert text here]oo		
	Request:	\$0
<u>0</u>		
Job description: [insert text here]		
	Request:	\$0
<u>0</u>		
Job description: [insert text here]		
	Request:	\$0
<u>0</u>		
Job description: [insert text here]		
	Request:	\$0

**ELC COVID-19 Projects**  
**July 1, 2020 to February 28, 2022**  
**AZ Detailed Line Item Budget and Justification**  
**CDC RFA: N/A    CFDA Number: NA/A**

<b>B. Fringe Benefits</b>	<b>Total:    \$200,434</b>
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<b>40.00%</b>	of Total Salaries. Does not include contracted staff.			
Position Title and Name	Requested Salary		Fringe Rate	Request
Health Director	\$79,036		40.00%	\$31,614
Deputy Health Director	\$59,935		40.00%	\$23,974
Health Administration Manager	\$35,985		40.00%	\$14,394
Administrative Clerk Senior	\$40,776		40.00%	\$16,310
Public Health Nurse	\$96,452		40.00%	\$38,581
Public Health Nurse	\$84,999		40.00%	\$34,000
Communicable Disease Specialist	\$50,814		40.00%	\$20,326
Communicable Disease Specialist	\$53,088		40.00%	\$21,235
0	\$0		40.00%	\$0
0	\$0		40.00%	\$0
0	\$0		40.00%	\$0
0	\$0		40.00%	\$0
<b>Total:</b>				<b>\$200,434</b>

**ELC COVID-19 Projects**  
**July 1, 2020 to February 28, 2022**  
**AZ Detailed Line Item Budget and Justification**  
**CDC RFA: N/A CFDA Number: NA/A**

<b>C. Travel</b>	<b>Total:</b>	<b>\$0</b>
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In-State Travel					
<b>Trip Name</b> 3 people (Position 1, Position 2, Position 3)		Days:	1	Trips:	1
		Nights:	1		
	Rate		Unit		Request
Mileage Reimbursement	\$ 0.445	x	0		\$0
Meal Reimbursement	\$ -	x	0		\$0
Lodging	\$ -	x	0		\$0
<b>Total:</b>					<b>\$0</b>
<b>Justification:</b> [insert text here]					
<b>Trip Name</b> 3 people (Position 1, Position 2, Position 3)		Days:	1	Trips:	1
		Nights:	1		
	Rate		Unit		Request
Mileage Reimbursement	\$ 0.445	x	0		\$0
Meal Reimbursement	\$ -	x	0		\$0
Lodging	\$ -	x	0		\$0
<b>Total:</b>					<b>\$0</b>
<b>Justification:</b> [insert text here]					
<b>Trip Name</b> 3 people (Position 1, Position 2, Position 3)		Days:	1	Trips:	1
		Nights:	1		



**ELC COVID-19 Projects**  
**July 1, 2020 to February 28, 2022**  
**AZ Detailed Line Item Budget and Justification**  
**CDC RFA: N/A CFDA Number: NA/A**

	Rate		Unit		Request
Mileage Reimbursement	\$ 0.445	x		0	\$0
Meal Reimbursement	\$ -	x		0	\$0
Lodging	\$ -	x		0	\$0
<b>Total:</b>					<b>\$0</b>
<b>Justification:</b> [insert text here]					
<b>Trip Name</b> 3 people (Position 1, Position 2, Position 3)		Days: 1 Nights: 1		Trips: 1	
	Rate		Unit		Request
Mileage Reimbursement	\$ 0.445	x		0	\$0
Meal Reimbursement	\$ -	x		0	\$0
Lodging	\$ -	x		0	\$0
<b>Total:</b>					<b>\$0</b>
<b>Justification:</b> [insert text here]					
<b>Trip Name</b> 3 people (Position 1, Position 2, Position 3)		Days: 1 Nights: 1		Trips: 1	
	Rate		Unit		Request
Mileage Reimbursement	\$ 0.445	x		0	\$0
Meal Reimbursement	\$ -	x		0	\$0
Lodging	\$ -	x		0	\$0
<b>Total:</b>					<b>\$0</b>
<b>Justification:</b>					

**ELC COVID-19 Projects**  
**July 1, 2020 to February 28, 2022**  
**AZ Detailed Line Item Budget and Justification**  
**CDC RFA: N/A CFDA Number: NA/A**

[insert text here]					
Trip Name 3 people (Position 1, Position 2, Position 3)		Days: 1 Nights: 1		Trips: 1	
	Rate		Unit		Request
Mileage Reimbursement	\$ 0.445	x	0		\$0
Meal Reimbursement	\$ -	x	0		\$0
Lodging	\$ -	x	0		\$0
<b>Total:</b>					<b>\$0</b>
<b>Justification:</b> <div style="color: red;">[insert text here]</div>					
Trip Name 3 people (Position 1, Position 2, Position 3)		Days: 1 Nights: 1		Trips: 1	
	Rate		Unit		Request
Mileage Reimbursement	\$ 0.445	x	0		\$0
Meal Reimbursement	\$ -	x	0		\$0
Lodging	\$ -	x	0		\$0
<b>Total:</b>					<b>\$0</b>
<b>Justification:</b> <div style="color: red;">[insert text here]</div>					
Trip Name		Days: 1		Trips: 1	

**ELC COVID-19 Projects**  
**July 1, 2020 to February 28, 2022**  
**AZ Detailed Line Item Budget and Justification**  
**CDC RFA: N/A CFDA Number: NA/A**

3 people (Position 1, Position 2, Position 3)		Nights: 1			
	Rate		Unit		Request
Mileage Reimbursement	\$ 0.445	x	0		\$0
Meal Reimbursement	\$ -	x	0		\$0
Lodging	\$ -	x	0		\$0
<b>Total:</b>					<b>\$0</b>
<b>Justification:</b> <div style="color: red; border: 1px solid black; height: 100px; width: 100%;"></div>					
Trip Name 3 people (Position 1, Position 2, Position 3)		Days: 1 Nights: 1		Trips: 1	
	Rate		Unit		Request
Mileage Reimbursement	\$ 0.445	x	0		\$0
Meal Reimbursement	\$ -	x	0		\$0
Lodging	\$ -	x	0		\$0
<b>Total:</b>					<b>\$0</b>
<b>Justification:</b> <div style="color: red; border: 1px solid black; height: 100px; width: 100%;"></div>					
Trip Name 3 people (Position 1, Position 2, Position 3)		Days: 1 Nights: 1		Trips: 1	
	Rate		Unit		Request
Mileage Reimbursement	\$ 0.445	x	0		\$0
Meal Reimbursement	\$ -	x	0		\$0
Lodging	\$ -	x	0		\$0
<b>Total:</b>					<b>\$0</b>

**ELC COVID-19 Projects**  
**July 1, 2020 to February 28, 2022**  
**AZ Detailed Line Item Budget and Justification**  
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<b>Justification:</b> [insert text here]					
Trip Name 3 people (Position 1, Position 2, Position 3)		Days: 1 Nights: 1		Trips: 1	
	Rate		Unit		Request
Mileage Reimbursement	\$ 0.445	x	0		\$0
Meal Reimbursement	\$ -	x	0		\$0
Lodging	\$ -	x	0		\$0
<b>Total:</b>					<b>\$0</b>
<b>Justification:</b> [insert text here]					
Trip Name 3 people (Position 1, Position 2, Position 3)		Days: 1 Nights: 1		Trips: 1	
	Rate		Unit		Request
Mileage Reimbursement	\$ 0.445	x	0		\$0
Meal Reimbursement	\$ -	x	0		\$0
Lodging	\$ -	x	0		\$0
<b>Total:</b>					<b>\$0</b>
<b>Justification:</b> [insert text here]					

**ELC COVID-19 Projects**  
**July 1, 2020 to February 28, 2022**  
**AZ Detailed Line Item Budget and Justification**  
**CDC RFA: N/A    CFDA Number: NA/A**

In-State Total:	\$0
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<b>D. Equipment</b>	<b>Total:</b>	<b>\$0</b>
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Detailed Line Item Budget and Justification

**ELC COVID-19 Prejects**  
**July 1, 2020 to February 28, 2022**  
**AZ Detailed Line Item Budget and Justification**  
**CDC RFA: N/A    CFDA Number: NA/A**

<b>E. Supplies</b>	<b>Total: \$625,000</b>
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Item Requested	Unit Cost		Quantity (ea.)		Request
	\$ -	x	0		\$0
Pixel by LabCorp (At-Home Kit)	\$ 125.00	x	5000		\$625,000
	\$ -	x	0		\$0
	\$ -	x	0		\$0
	\$ -	x	0		\$0
	\$ -	x	0		\$0
	\$ -	x	0		\$0
	\$ -	x	0		\$0
	\$ -	x	0		\$0
	\$ -	x	0		\$0
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	\$ -	x	0		\$0
	\$ -	x	0		\$0
	\$ -	x	0		\$0
	\$ -	x	0		\$0
	\$ -	x	0		\$0
<b>Total:</b>					<b>\$625,000</b>
<b>Justification of Supplies:</b>					

**ELC COVID-19 Projects**  
**July 1, 2020 to February 28, 2022**  
**AZ Detailed Line Item Budget and Justification**  
**CDC RFA: N/A    CFDA Number: NA/A**

[insert text here]



**ELC COVID-19 Projects**  
**July 1, 2020 to February 28, 2022**  
**AZ Detailed Line Item Budget and Justification**  
**CDC RFA: N/A    CFDA Number: NA/A**

<b>F. Contractual Costs</b>	<b>Total:    \$660,000</b>
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<b>Consultant (P&amp;O) Costs</b>	
<i>(6200 line expenses; ex. Kelly Scientific Contractors)</i>	
<b>Command Solutions 4</b>	\$660,000
<b>Organizational Affiliation:</b> NA	
7000 N Cotton Lane #533, Waddell, AZ, 85355	
<b>Nature of Services to be Rendered:</b> Critical Incent Command positions for HEOC, Disease Investigations, and	
<b>Relevance of Service to the Project:</b> Gila County capacity to staff key positions is not possible during the hiring	
<b>No. Days of Consultation:</b> Planning is for 18 months, August 2020 - February 2022, or based on needs moving	
<b>Expected Rate of Compensation:</b> HEOC Incident Commander \$10k month 18 months, Logisitics Section Chief	
<b>Method of Accountability:</b> Monthly Program Goals and Objectives Reports and Account/Responsibility Review	
<b>(Name)</b>	\$0
<b>Organizational Affiliation:</b> [insert text here]	
<b>(Address Line 1)</b>	
<b>Nature of Services to be Rendered:</b> [insert text here]	
<b>Relevance of Service to the Project:</b> [insert text here]	
<b>No. Days of Consultation:</b> [insert text here]	
<b>Expected Rate of Compensation:</b> [insert text here]	
<b>Method of Accountability:</b> [insert text here]	
<b>(Name)</b>	\$0
<b>Organizational Affiliation:</b> [insert text here]	
<b>(Address Line 1)</b>	
<b>Nature of Services to be Rendered:</b> [insert text here]	
<b>Relevance of Service to the Project:</b> [insert text here]	
<b>No. Days of Consultation:</b> [insert text here]	
<b>Expected Rate of Compensation:</b> [insert text here]	
<b>Method of Accountability:</b> [insert text here]	
<b>(Name)</b>	\$0

**ELC COVID-19 Projects**  
**July 1, 2020 to February 28, 2022**  
**AZ Detailed Line Item Budget and Justification**  
**CDC RFA: N/A    CFDA Number: NA/A**

<p><b>Organizational Affiliation:</b> [insert text here] (Address Line 1) <b>Nature of Services to be Rendered:</b> [insert text here] <b>Relevance of Service to the Project:</b> [insert text here] <b>No. Days of Consultation:</b> [insert text here] <b>Expected Rate of Compensation:</b> [insert text here] <b>Method of Accountability:</b> [insert text here]</p>	<p>\$0</p>
<p><b>(Name)</b> <b>Organizational Affiliation:</b> [insert text here] (Address Line 1) <b>Nature of Services to be Rendered:</b> [insert text here] <b>Relevance of Service to the Project:</b> [insert text here] <b>No. Days of Consultation:</b> [insert text here] <b>Expected Rate of Compensation:</b> [insert text here] <b>Method of Accountability:</b> [insert text here]</p>	<p>\$0</p>
<p><b>(Name)</b> <b>Organizational Affiliation:</b> [insert text here] (Address Line 1) <b>Nature of Services to be Rendered:</b> [insert text here] <b>Relevance of Service to the Project:</b> [insert text here] <b>No. Days of Consultation:</b> [insert text here] <b>Expected Rate of Compensation:</b> [insert text here] <b>Method of Accountability:</b> [insert text here]</p>	<p>\$0</p>
<p><b>(Name)</b> <b>Organizational Affiliation:</b> [insert text here] (Address Line 1) <b>Nature of Services to be Rendered:</b> [insert text here] <b>Relevance of Service to the Project:</b> [insert text here] <b>No. Days of Consultation:</b> [insert text here]</p>	<p>\$0</p>

**ELC COVID-19 Projects**  
**July 1, 2020 to February 28, 2022**  
**AZ Detailed Line Item Budget and Justification**  
**CDC RFA: N/A    CFDA Number: NA/A**

<b>Expected Rate of Compensation:</b> [insert text here] <b>Method of Accountability:</b> [insert text here]	
<b>(Name)</b> <b>Organizational Affiliation:</b> [insert text here] (Address Line 1) <b>Nature of Services to be Rendered:</b> [insert text here] <b>Relevance of Service to the Project:</b> [insert text here] <b>No. Days of Consultation:</b> [insert text here] <b>Expected Rate of Compensation:</b> [insert text here] <b>Method of Accountability:</b> [insert text here]	\$0
<b>Consultant (Professional &amp; Outside Services) Total:      \$660,000</b>	

<b>Contractual (Assistance to Others)</b>	
<i>(6800 line expenses)</i>	
<b>Name</b> Address Line 1 <b>Method of Selection:</b> [insert text here] <b>Period of Performance:</b> [insert text here] <b>Scope of Work:</b> [insert text here] <b>Method of Accountability:</b> [insert text here] <b>Itemized Budget:</b> [insert text here]	\$0
<b>Name</b> Address Line 1 <b>Method of Selection:</b> [insert text here] <b>Period of Performance:</b> [insert text here] <b>Scope of Work:</b> [insert text here] <b>Method of Accountability:</b> [insert text here] <b>Itemized Budget:</b> [insert text here]	\$0

**ELC COVID-19 Projects**  
**July 1, 2020 to February 28, 2022**  
**AZ Detailed Line Item Budget and Justification**  
**CDC RFA: N/A    CFDA Number: NA/A**

<b>Name</b>	\$0
Address Line 1	
Method of Selection: [insert text here]	
Period of Performance: [insert text here]	
Scope of Work: [insert text here]	
Method of Accountability: [insert text here]	
Itemized Budget: [insert text here]	
<b>Name</b>	\$0
Address Line 1	
Method of Selection: [insert text here]	
Period of Performance: [insert text here]	
Scope of Work: [insert text here]	
Method of Accountability: [insert text here]	
Itemized Budget: [insert text here]	
<b>Name</b>	\$0
Address Line 1	
Method of Selection: [insert text here]	
Period of Performance: [insert text here]	
Scope of Work: [insert text here]	
Method of Accountability: [insert text here]	
Itemized Budget: [insert text here]	
<b>Name</b>	\$0
Address Line 1	
Method of Selection: [insert text here]	
Period of Performance: [insert text here]	
Scope of Work: [insert text here]	
Method of Accountability: [insert text here]	
Itemized Budget: [insert text here]	
<b>Name</b>	\$0

**ELC COVID-19 Projects**  
**July 1, 2020 to February 28, 2022**  
**AZ Detailed Line Item Budget and Justification**  
**CDC RFA: N/A    CFDA Number: NA/A**

<b>Address Line 1</b> <b>Method of Selection:</b> [insert text here] <b>Period of Performance:</b> [insert text here] <b>Scope of Work:</b> [insert text here] <b>Method of Accountability:</b> [insert text here] <b>Itemized Budget:</b> [insert text here]	<b>\$0</b>
<b>Name</b>	<b>\$0</b>
<b>Address Line 1</b> <b>Method of Selection:</b> [insert text here] <b>Period of Performance:</b> [insert text here] <b>Scope of Work:</b> [insert text here] <b>Method of Accountability:</b> [insert text here] <b>Itemized Budget:</b> [insert text here]	<b>\$0</b>
<b>Name</b>	<b>\$0</b>
<b>Address Line 1</b> <b>Method of Selection:</b> [insert text here] <b>Period of Performance:</b> [insert text here] <b>Scope of Work:</b> [insert text here] <b>Method of Accountability:</b> [insert text here] <b>Itemized Budget:</b> [insert text here]	<b>\$0</b>
<b>Name</b>	<b>\$0</b>
<b>Address Line 1</b> <b>Method of Selection:</b> [insert text here] <b>Period of Performance:</b> [insert text here] <b>Scope of Work:</b> [insert text here] <b>Method of Accountability:</b> [insert text here] <b>Itemized Budget:</b> [insert text here]	<b>\$0</b>
<b>Name</b>	<b>\$0</b>
<b>Address Line 1</b>	<b>\$0</b>

**ELC COVID-19 Projects**  
**July 1, 2020 to February 28, 2022**  
**AZ Detailed Line Item Budget and Justification**  
**CDC RFA: N/A    CFDA Number: NA/A**

<b>Method of Selection:</b> [insert text here]	
<b>Period of Performance:</b> [insert text here]	
<b>Scope of Work:</b> [insert text here]	
<b>Method of Accountability:</b> [insert text here]	
<b>Itemized Budget:</b> [insert text here]	
<b>Name</b>	\$0
Address Line 1	
<b>Method of Selection:</b> [insert text here]	
<b>Period of Performance:</b> [insert text here]	
<b>Scope of Work:</b> [insert text here]	
<b>Method of Accountability:</b> [insert text here]	
<b>Itemized Budget:</b> [insert text here]	
<b>Name</b>	\$0
Address Line 1	
<b>Method of Selection:</b> [insert text here]	
<b>Period of Performance:</b> [insert text here]	
<b>Scope of Work:</b> [insert text here]	
<b>Method of Accountability:</b> [insert text here]	
<b>Itemized Budget:</b> [insert text here]	
<b>Name</b>	\$0
Address Line 1	
<b>Method of Selection:</b> [insert text here]	
<b>Period of Performance:</b> [insert text here]	
<b>Scope of Work:</b> [insert text here]	
<b>Method of Accountability:</b> [insert text here]	
<b>Itemized Budget:</b> [insert text here]	
<b>Name</b>	\$0
Address Line 1	
<b>Method of Selection:</b> [insert text here]	

**ELC COVID-19 Projects**  
**July 1, 2020 to February 28, 2022**  
**AZ Detailed Line Item Budget and Justification**  
**CDC RFA: N/A    CFDA Number: NA/A**

<b>Period of Performance:</b> [insert text here] <b>Scope of Work:</b> [insert text here] <b>Method of Accountability:</b> [insert text here] <b>Itemized Budget:</b> [insert text here]	
<b>Name</b> Address Line 1 <b>Method of Selection:</b> [insert text here] <b>Period of Performance:</b> [insert text here] <b>Scope of Work:</b> [insert text here] <b>Method of Accountability:</b> [insert text here] <b>Itemized Budget:</b> [insert text here]	\$0
<b>Name</b> Address Line 1 <b>Method of Selection:</b> [insert text here] <b>Period of Performance:</b> [insert text here] <b>Scope of Work:</b> [insert text here] <b>Method of Accountability:</b> [insert text here] <b>Itemized Budget:</b> [insert text here]	\$0
<b>Name</b> Address Line 1 <b>Method of Selection:</b> [insert text here] <b>Period of Performance:</b> [insert text here] <b>Scope of Work:</b> [insert text here] <b>Method of Accountability:</b> [insert text here] <b>Itemized Budget:</b> [insert text here]	\$0
<b>Contractual (Assistance to Others) Total:</b>	
<b>\$0</b>	

**ELC COVID-19 Projects**  
**July 1, 2020 to February 28, 2022**  
**AZ Detailed Line Item Budget and Justification**  
**CDC RFA: N/A    CFDA Number: NA/A**

<b>G. Construction</b>	<b>Total:</b>	<b>\$0</b>
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<b>H. Other</b>	<b>Total:</b>	<b>\$0</b>
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Detailed Line Item Budget and Justification

**ELC COVID-19 Projects**  
**July 1, 2020 to February 28, 2022**  
**AZ Detailed Line Item Budget and Justification**  
**CDC RFA: N/A    CFDA Number: NA/A**

<b>I. Total Direct Costs</b>	<b>\$1,986,519</b>
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<b>J. Indirect Rate and Costs</b>	<b>\$70,152</b>
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<b>10.00%</b>	of Salaries and Fringe Benefits.	<b>Total Request:</b>	<b>\$70,152</b>
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<b>K. Total Amount Requested</b>	<b>\$2,056,671</b>
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**ARF-7839**

**Consent Agenda Item 5. C.**

**Regular BOS Meeting**

**Meeting Date:** 02/21/2023

**Reporting Period:** October 25, 2022, November 1, 2022, November 15, 2022, November 18, 2022, and November 29, 2022, Meeting Minutes

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

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

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**Information**

**Subject**

Board of Supervisors' October 25, 2022, November 1, 2022, November 15, 2022, November 18, 2022, and November 29, 2022, Meeting Minutes.

**Suggested Motion**

Approval of the Board of Supervisors' October 25, 2022, November 1, 2022, November 15, 2022, November 18, 2022, and November 29, 2022, Meeting Minutes.

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**Attachments**

[10-25-22 Meeting Minutes](#)

[11-01-22 Meeting Minutes](#)

[11-15-22 Meeting Minutes](#)

[11-18-22 Meeting Minutes](#)

[11-29-22 Meeting Minutes](#)

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

Date: October 25, 2022

**WOODY CLINE**

Chairman

**JAMES MENLOVE**

Clerk of the Board

**STEVE CHRISTENSEN**

Vice-Chairman

By: Samantha Trimble

**TIM R. HUMPHREY**

Member

Gila County Courthouse  
Globe, Arizona

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

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

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

Chairman Cline called the Work Session to order at 10:00 a.m. this date in the Board of Supervisors' hearing room. Carl Melford led the Pledge of Allegiance.

**Item 2 – REGULAR AGENDA ITEMS:**

**A. Information/Discussion to review the draft Ordinance No. 2022-08 - *Emergency Management Program.***

Carl Melford, Health and Emergency Management Department Manager presented the following information, which is contained in the staff report for this item. *In 2012, the Board of Supervisors approved (Gila County Resolution No. 05-09-12); the National Incident Management System (NIMS) as the practice model for the accomplishment of the significant responsibilities associated with prevention, preparedness, response, recovery, and mitigation of all major and hazards situations.*

*Gila County is authorized by Arizona Revised Statutes (A.R.S.) § 26-301 through § 26-319 to provide for emergency management within the jurisdiction of Gila County; to establish an emergency management agency within its jurisdiction; hereinafter referred to as Gila County Emergency Management; to appoint a director who shall be responsible for the organization, administration, and operation of the division.*

*The Emergency Management Ordinance No. 2022-08 will provide for the following:*

- 1. Emergency Declarations and Powers of Authority*
- 2. Emergency Management; Powers and Duties*
- 3. Comprehensive Emergency Management and Response Plans*
- 4. Emergency Operations Center*
- 5. Volunteer Organizations*

Mr. Melford explained that ARS 26 requires counties to provide emergency management services to their citizens. But Gila County has never had a document that established what emergency management is in Gila County and what services it would provide. The Emergency Management Ordinance would outline what it is, what it does, and the roles and responsibilities of the program within the county. The intent is to prepare the County for an emergency, to mitigate, respond, and then recover from the emergency. The program puts Emergency Management at the forefront of response, recovery, and mitigation of any emergency situation and will task and outline the plans that the Emergency Department is required to maintain. Also outlining the declaration process for the Powers of Authority. It lists the Chairman as 1<sup>st</sup>, County Manager as 2<sup>nd</sup>, the Sheriff as 3<sup>rd</sup>, and the Emergency Management Director as 4<sup>th</sup>. It does outline how the Emergency Management Department will draw from other departments in the case of an emergency, such as the Health Department, Public Works, and the Sheriff's Office, etc. All procedures listed in the Emergency Management Program are compliant with the previously mentioned ARS 26 as well as the National Incident Management System (NIMS).

Josh Beck, Health and Emergency Management Department Director, stated that a few months prior, the Emergency Operation Plan was presented to the Board and that the program is broken into 14 essential functions – it takes someone to oversee each of the functions to bring them together during an emergency to make everything come together into a working and functional order. Mr. Melford added that in the past, all the evacuations had been ordered by the Sheriff's Office, and this will outline the County's ability and authority to issue an evacuation notice in a timely manner. Also, in Arizona, evacuations during emergencies are not mandatory, and a person does have the right to waive an evacuation, so this does give the County some room to work within the program and ordinance. Supervisor Humphrey asked if having this Ordinance and a set of plans help the Health and Emergency Management Department reach for grants, to which Mr. Beck replied in the affirmative. Vice-Chairman Christensen added that he was surprised there is not an ordinance in place already. Chairman Cline requested that when an evacuation notice or emergency is happening that the County continues to coordinate with all the required local agencies. Mr. Melford responded to Chairman Cline by stating,

*“that’s why I have focused on stepping up without overstepping,”* and added the importance of agency coordination and cooperation being a top priority. James Menlove, County Manager and Clerk of the Board asked Mr. Melford if the Board of Supervisors was the only entity allowed to declare an emergency in Gila County, to which he replied that it is currently the Chairperson of the Board of Supervisors. Chairman Cline asked Mr. Menlove if that should be the Board of Supervisors as a whole, to which he replied that the Chairperson would call for the meeting, but the decision and responsibility to declare an official emergency lies with the Board of Supervisors. Jessica Scibelli, Senior Civil Deputy County Attorney, provided the following comments *“the Board would enact the Ordinance to allow the Chairman to declare the state of emergency.” “It is questionable whether we can delegate it to staff, we might want to have it be the Board of Supervisors, and if the Board as a whole is unavailable, then it should go on to the Chairman rather than the staff.”* Mr. Melford stated that the actual declaration of a state of emergency from the Board would not change how the Health and Emergency Management Department would respond. The declaration can be ratified at a later date and is not time-sensitive. With no further comments, the Board thanked Mr. Melford and Mr. Beck for their presentation.

**B. Information/Discussion on Wildlife Feeding Education and/or Ordinance options for Gila County.**

Mr. Beck stated that back in August of 2022, during a Call to the Public session, he received comments from multiple members of the public who reside in the Pine and Strawberry area about how wildlife is becoming an issue in the area. Mr. Beck provided a PowerPoint presentation for this item and a copy of the presentation is attached to this agenda item in the Board of Supervisors’ AgendaQuick™ electronic agenda system. He discussed with Gila County Animal Care and Control Department as well as Arizona Game and Fish Department to gather as much information as possible and every scenario regarding feeding wildlife.

Mr. Beck first gave historical information about feeding wildlife that there is a statewide restriction that was introduced in 2006 restricting the feeding of wildlife in areas with a population greater than 280,000, under A.R.S. §13-2927. Noting that Gila County will likely never reach that population, therefore, a wildlife feeding Ordinance is the best possible route to stop the situation. In 2001, the Board of Supervisors approved Ordinance No. 01-1, which restricts the feeding and attracting of Bears in unincorporated areas of Gila County, and the new Ordinance is very similar to that. Mr. Beck further states that the County is in the same position that it was in 2001, with the number of wildlife interactions continuing to rise, and provides a bar graph that clearly shows the incline of interactions in Gila County from 2015 to 2021.

J.C. Castaneda, Animal Care and Control Manager presented seven incidents where a member of the public was injured by wildlife. They are as follows:

2017- Payson Javelina Bite (resident was hand feeding javelina, and the animal bit her, she required a trip to the hospital)

2018- Payson Elk Attack (resident went to let an elk calf out of her yard, then the mother cow trampled her, and she required medical treatment for multiple days)

2020- Pine Elk Attack (resident was feeding a local elk named Lucy, and when she tried to back away from the elk, she fell and was stomped and required medical treatment for lacerations to her head)

2021- Pine Elk Attack (resident was hand-feeding carrots to an elk off of her porch, she bent down to pick up carrots she had dropped, and the elk trampled her, and this required medical treatment)

2022- Rumsey Park Attack (a bull elk attacked a mother and her children at Rumsey Park in Payson)

2022- Pine Elk Attack (a 9-year-old child was outside near her garage when she encountered a small calf elk. The mother cow elk saw this interaction and stomped the child resulting in multiple injuries as well as a stay in the hospital)

2022- Pine Elk Attack (a couple was out walking their dog, when a cow elk approached and started attacking their dog, which resulted in them being injured by the elk while trying to rescue their dog, they both required medical treatment as well as a hospital stay)

Mr. Beck added that the problem is that *“Persistent feeding and watering of wildlife is habituating these wild animals into our communities, where they are losing their natural fear of humans. This is leading to more wildlife/human conflicts in our rural communities within Gila County. To compound matters, this habituated wildlife is raising their offspring within these areas, and their young are not only being taught the same things but also never leaving the area and continuing the cycle. The increased number of elk and deer within our communities also increases the chances of more significant predatory wildlife interactions, especially during fawning and calving season. It also increases the chance of aggressive behavior during mating season. He showed various pictures of people feeding wildlife within Gila County.”*

Mr. Beck states that the Arizona Game and Fish Department are also seeing a trend in animals who are tagged staying in the local areas because they are being fed and watered by residents who don't realize that the Arizona Game

and Fish Department has water and food sources available for these animals in their natural routes. He presented the following solution options:

1. *Increased Education Continue to get the word out: social media posts, additional print articles, door-to-door flyers, or mailers. Host additional town halls, to work with VRBOs, and classes for school-age children.*
2. *Enact a county ordinance that restricts feeding and watering wildlife within Gila County. This ordinance would exclude feeding tree squirrels and birds as long as certain precautions were made to keep the feed out of reach of other wildlife. Gila County currently has an ordinance that restricts feeding or attracting bears for public safety. This new ordinance would replace the current one to include all wildlife.*

Jarrold McFarland, Arizona Game and Fish Department Warden, added that they support this Ordinance and that it would be better to address this issue now rather than later when there is a death or grievous injury caused by the wildlife. Supervisor Humphrey noted that “we have turned elk into a dangerous animal, and it is not typical of them.” Vice-Chairman Christensen stated that it is astonishing to see the chart and the numbers rising. Chairman Cline provided that he agrees with putting an Ordinance in place before anyone is hurt, the elk are nice to look at, but they can be deadly. Mr. Menlove asked for clarification on how the state ordinance compares to the proposed County Ordinance, to which Mr. Beck replied that they are very similar and that they would work together. With no further comments, the Board members thanked Mr. Beck for his presentation.

### **C. Information/Discussion regarding revised Policy No. BOS-FIN-113 - Procurement.**

Mary Springer, Finance Department Director, stated that this policy revision is due to an instance in which two vendors submitted a tied bid, where the Finance Department had not had a set process to determine who would be awarded the contract. At that time, Mr. Menlove had asked for the Procurement Policy to be looked at to potentially add a local contractor preference to the policy. Ms. Springer added that state statute allows the Board of Supervisors to have a preference for local contractors in the event of a tied bid. Therefore, the new policy reflects changes to the tie-breaking criteria, which allows for local contractors to be given preference. Adding language to the policy as a whole and correcting some minor typographical errors. Ms. Springer then read the policy revision verbatim as follows:

Policy Number: BOS-FIN-113 - Procurement

*Section 11- 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.*

Ms. Springer added that upon review of the policy, it was noticed that the Cooperative Purchasing section reflected a paragraph that does not coincide with how Cooperative Purchasing works, so the paragraph was removed to provide clarification for that specific section. Mr. Menlove added that the Board does not have to award to the lowest bidder, but they can, in fact, award to the lowest, most responsive bidder. With no questions to follow, the Board members thanked Ms. Springer for her presentation.

**D. Information/Discussion to obtain guidance from the Board of Supervisors' and County Management on the preferred way to proceed on the Campaign Creek Buyout Project.**

Steve Sanders, Public Works Department Director, provided the following information, which is contained in the staff report:

*In June of this year, the BOS approved a Hazard Mitigation Grant Program (HMGP) application to the Federal Emergency Management Agency (FEMA) for the buyout of property along Campaign Creek in Roosevelt, AZ.*

*The total project cost used in the application was \$2,080,865 with a federal match of 75% and a local match of 25%.*

*The State of Arizona placed \$3,000,000 in the Arizona Department of Forestry and Fire Management Budget to be used for the flooding issues along Campaign Creek as a result of wildfires in the area.*

*This money can be used for the buyout, to pay the County's local match of the HMGP grant if successful, or for a number of other flood protection measures. These funds do not require a cost share. Funds must be utilized prior to June 30, 2025.*

Darde De Roullhac, Chief Engineer of Flood Control, states that the grant has been submitted twice, and there have been meetings with state agencies regarding the ability of the Public Works Department being able to apply for different grants for the *Campaign Creek Buyout Project*.

Aimee Staten, Gila County Grant Administrator, added that she has spoken with Lucrecia Vargas, Arizona State Hazard Mitigation Officer, and stated that Gila County is not alone in this, many others are waiting for an answer on whether they will receive the grant funds and most of the applicants have dropped out of the grant process and are looking at other options. Ms. Vargas

was not able to provide Ms. Staten with a definitive time frame as to when the decision for funding will be made and added that it would potentially be in the Spring of 2023.

Supervisor Humphrey stated that the County has until the year 2025 to spend the three million in funding, therefore waiting on an answer about the buyout grant does not seem like an issue, as that will offer more funding, and then the three million can be used for other more permanent flood mitigation on Campaign Creek. Vice-Chairman Christensen asked if the buyout grant would have a match, to which Ms. Staten replied in the affirmative that the match is \$510,000. Vice-Chairman Christensen agreed that waiting until the spring would be beneficial. Chairman Cline asked if the County has bought homes along Campaign Creek in the past, to which Mr. Sanders replied in the affirmative, and there were homes bought in 2010 through a grant program. Chairman Cline asked if there were properties on the creek that have an imminent threat of flooding or are they all in the same general area and at risk of equal flooding, and Mr. Sanders replied that there are three homes on the south side of the creek that get flooded more than the others and they take on damage every time there is a flooding event. Chairman Cline asked Jessica Scibelli, Senior Civil Deputy County Attorney, if the County had any obligation to buy the properties, to which she replied no, the County has no legal obligation to buy them, and added that there would be no liability for not buying these properties because there is no duty to do so. Ms. Staten added that splitting up the purchases of the group of homes that is in the grant based on the cost analysis could potentially affect the grant and the County's eligibility for that funding.

With no questions to follow, the Board members thanked Mr. Sanders and the staff for the presentation.

**Item 3 – CALL TO THE PUBLIC: Call to the Public is held for public benefit to allow individuals to address the Board of Supervisors on any issue within the jurisdiction of the Board of Supervisors. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), at the conclusion of an open call to the public, individual members of the Board of Supervisors may respond to criticism made by those who have addressed the Board, may ask staff to review a matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.**

There were not any comments from the public.

**Item 4 – At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the County Manager**

**may present a brief summary of current events. No action may be taken on the information presented.**

Each Supervisor provided a summary of current events.

There being no further business to come before the Board of Supervisors, Chairman Cline adjourned the meeting at 11:50 a.m.

APPROVED:

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Woody Cline, Chairman

ATTEST:

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James Menlove, Clerk of the Board

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

Date: November 1, 2022

**WOODY CLINE**

Chairman

**JAMES MENLOVE**

Clerk of the Board

**STEVE CHRISTENSEN**

Vice-Chairman

By: Samantha Trimble

**TIM R. HUMPHREY**

Member

Gila County Courthouse  
Globe, Arizona

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

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

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

Chairman Cline called the Regular Meeting to order at 10:00 a.m. this date in the Board of Supervisors' hearing room. The Color Guard presented the flags and led the Pledge of Allegiance in honor of the upcoming Veterans Day and in support of item 3L Operation Green Light and Pastor Billy Spaulding from the Mountain Bible Church in Payson delivered the invocation. The Color Guard moved the flags back into position behind the Board members and the Board and staff thanked them and Pastor Spaulding for attending today's meeting. James Menlove, County Manager and Clerk of the Board, introduced Marylou Natividad as the new indigent attorney to oversee the representation of these services. She will oversee approximately 20-25 lawyers that manage roughly 500 cases. The Board members welcomed Ms. Natividad to the County, and she said a few words.

**Item 2 – PRESENTATIONS:**

**A. Public recognition of four employees through the County's Spotlight on Employees Program, as follows: Reyes Barajas, Joseph Gonzales, Danny Quezada, and Brian Rogers.**

Erica Raymond, Human Resources Assistant Senior, read aloud a letter written by Joseph Dickison, Facilities and Land Management Department Director, nominating Facilities Department employees recognizing their dedication and

hard work to contribute to the success of the Gila County Fair as follows: Mr. Reyes Barajas – 8 ½ yrs., Mr. Joseph Gonzales – 2 yrs., Mr. Danny Quezada – 1 yr., and Mr. Brian Rogers – 9 yrs. Each Board member congratulated the Spotlight recipients and thanked them. Mr. Menlove also thanked Ms. Springer for her efforts.

**B. Presentation of September 30, 2022, Gila County financial data as it compares to the fiscal year 2023 Gila County Budget and fiscal years 2022, 2021, and 2020 year-to-date performance.**

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

***Monthly Review Process***

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

***Ongoing Communication***

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

**1<sup>st</sup> Quarter Fiscal Year 2023 Summary**

***General Fund Revenue:***

*At the end of September 2022, Gila County's General Fund Revenues were at 10% of the annual budget compared to a 3-month target of 25%. In total, Fiscal Year 2023 year-to-date revenues are \$902,778.32 more than the same time in 2022 and is on par for where we were in 2021. This is attributable to the timing of property tax receipts in the Fiscal Year 2022.*

***General Fund Expenditure:***

*General Fund Expenditures including Encumbrances at 9/30/2021 are 21% of the budget compared to a 25% YTD target and \$1,311,782.23 higher than*

9/30/2021. This is attributable to the timing of the 7<sup>th</sup> payroll of the year falling on 9/30/2022.

*Gila County general fund departments continue to align with the Gila County Strategic Plan priorities including Responsible Resource Management, Robust Communication, and Safety.*

The Board members thanked Ms. Belling for the presentation of the information.

### **Item 3 - REGULAR AGENDA ITEMS:**

Upon motion by Vice-Chairman Christensen, seconded by Supervisor Humphrey, the Board unanimously voted to adjourn as the Gila County Board of Supervisors and convene as the Gila County Library District Board of Directors to address agenda item 3A.

**A. (Motion to adjourn as the Gila County Board of Supervisors and convene as the Gila County Library District Board of Directors)  
Information/ Discussion and review of Draft Policy No. LBD-PUB-002 - Gila County Library District Internet Acceptable Use and Draft Policy No. LBD-PUB-003 - Gila County Library District Collection Development.  
(Motion to adjourn as the Gila County Library District Board of Directors and reconvene as the Gila County Board of Supervisors.)**

Jacque Sanders, Deputy County Manager/District Librarian, presented the following information which is contained in the staff report for this item.

*Policy No. LBD-PUB-002 - Internet Acceptable Use revises the Acceptable Use Policy for the Internet that was adopted by the Board on November 2, 1999. Libraries and Schools are required to have an Internet Acceptable Use Policy that addresses filtering capabilities to comply with the Children's Internet Protection Act (CIPA) which is required for entities to receive federal E-Rate funds.*

*Policy No. LBD-PUB-003 - Collection Development has not been previously adopted for the Library District. In past years, the Library District 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.*

Ms. Sanders explained that the two policies have been developed to address much-needed updates for the Gila County Library District. LBD-PUB-002 was

last brought before the Board of Supervisors on November 2, 1999, when it was required by the Libraries and Schools to have an Internet Acceptable Use Policy that addressed filtering capabilities to comply with the Children's Internet Protection Act (CIPA) that is required for entities to receive federal E-Rate funding. Ms. Sanders further explained that policy LBD-PUB-003 Collection Development was generated to guide staff and inform the public of the principles upon which collection development management decisions are based and set forth the standards and requirements for the selection of materials and establish a collection of works that meets the cultural, informational, educational, and recreational needs of the residents in a manner that supports the Library District mission and vision. Ms. Sanders further stated that 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 update the applicable statutory references. It is also necessary for the Gila County Library District to have a complete Collection Development Policy since the Library District now has Collections that need to be managed.

The Board members thanked Ms. Sanders for her presentation, with no questions to follow.

Upon motion by Supervisor Humphrey, seconded by Vice-Chairman Christensen, the Board unanimously voted to adjourn as the Gila County Library Board of Directors and convene as the Gila County Board of Supervisors.

**B. Information/Discussion/Action to approve an Intergovernmental Agreement No. 070722 between Gila County and the Tonto Apache Tribe for dispatch services in the amount of \$107,686 for a period of November 1, 2022, through October 31, 2024, with the option to renew for 3 additional one-year terms.**

Sarah White, Sheriff's Office Chief Administrative Officer, explained that this Intergovernmental Agreement is to provide dispatch services in a manner consistent with services being provided to the Gila County Sheriff's Deputies. The Gila County Sheriff's Office will supply twenty-four hours per day, seven days a week dispatching, telephone answering, 911 dispatch services, and paging services through its two-way radio communication dispatch center and log all communication from the Tonto Apache Tribal Police. The Gila County Sheriff's Office will provide dispatch services which include law enforcement information from NCIC/ACJIS in conformance with their guidelines and provide law enforcement information for the enforcement of the Tribe's civil and criminal law and ordinance code. Gila County Sheriff's Office agrees to receive and record the Tribe's warrant information and keep the records. The Tribe agrees to use its best efforts to keep warrant information current, provide all contact information required for dispatching, telephone answering, and paging, and maintain current MSAG/911 addresses. Ms. White stated that this will be

at a cost of \$107,686 for the performance period of November 1, 2022, through October 31, 2024, which comes out to be \$53,843 per year and \$4,486.92 per month, Ms. White went on to explain that this agreement has the option for three additional one-year term renewals and it was further explained that the money received from this agreement will be used to give dispatchers a stipend for the extra duties it creates.

Upon motion by Vice-Chairman Christensen, seconded by Supervisor Humphrey, the Board unanimously approved Intergovernmental Agreement No. 070722 with the Tonto Apache Tribe for dispatch services in the amount of \$107,686 as presented.

**C. Information/Discussion/Action to approve the use of Arizona State Procurement Office Contract No. CTR059323 with San Tan Ford Partners LLC to purchase One (1) New 2023 Ford F-550 Super Duty XL 4x4 Chassis Cab With 11' Steel Crane Body as outlined in the specifications in the amount of \$171,807.86.**

David LaForge, Vehicle & Equipment Maintenance Supervisor, requested that this item be tabled due to a price increase that was not budgeted for.

Upon motion by Supervisor Humphrey, seconded by Vice-Chairman Christensen, the Board unanimously moved to table this item to a future agenda.

**D. Information/Discussion/Action to approve the use of State of Arizona Procurement Office Contract No. CTR059323 with San Tan Ford Partners LLC for the purchase of One (1) New 2023 Ford F-550 Super Duty XL 4x4 Chassis Cab with Dump Bed, Salt Dogg spreader, and Snowplow as outlined in the specification in the amount of \$121,497.60.**

Mr. LaForge explained that this item was authorized to advertise for bids in October of 2022, but none were received. Therefore, he is requesting to use the State of Arizona Procurement Office Contract No. CTR059323 to purchase the new vehicle, as there is no time to go back out for bids due to the ordering window. Mr. LaForge further explained that this new truck would be replacing a 29-year-old dump truck, which is limited in its capabilities and is not easy to use in subdivisions where most of the work is performed. The new Truck would be multipurpose and can be used year-round. Vice-Chairman Christensen asked questions about the new truck, and how it would benefit the County versus using an older truck that the County already owns. Mr. LaForge responded that the multiuse of the new truck would provide more services to the County, as the old truck is only used when it snows.

Upon motion by Vice-Chairman Christensen, seconded by Supervisor Humphrey, the Board unanimously approved the use of Arizona State



Procurement Office Contract No. CTR059323 with San Tan Ford Partners LLC for the amount of \$121,497.60 as outlined in the specifications.

**E. Information/Discussion/Action to approve the use of State of Arizona Procurement Office Contract No. CTR059323 with San Tan Ford Partners LLC for the purchase of Two (2) New 2023 Ford F-250 Super Duty XL 4x4 as outlined in the specifications in the amount of \$135,781.26.**

Mr. LaForge stated that this item was tabled back in October of 2022 due to some description inaccuracies, which have been fixed, and is requesting to use the State Procurement Office Contract No. CTR059323 to purchase two new trucks, to be used at the Russell Gulch Landfill. The first truck is a regular F-250 with no upfitting and will be used by the administration staff, and the second truck is an F-250 that is fitted with a snowplow, transfer tank, and toolbox combo, and will be used at the Buck Head Mesa Landfill. Chairman Cline asked Mr. LaForge to explain why the administration staff would need a new truck that is a three-quarter ton. Mr. LaForge explained that the landfill manager tows equipment back and forth as needed, and the vehicle being replaced is 28 years old and run down.

Supervisor Humphrey moved to approve the use of Arizona State Procurement Office Contract No. CTR059323 with San Tan Ford Partners LLC in the amount of \$135,781.26 as outlined in the specifications, which was seconded by Vice-Chairman Christensen. The motion passed with a 2 to 1 vote. Chairman Cline voted against the motion.

**F. Information/Discussion/Action to ratify the order for Courtesy Automotive using State Contract No. CTR059315 in the amount of \$76,814.69 for the purchase of One (1) New 2023 Chevrolet Tahoe 4x4 4 Door Commercial SSV with installed equipment as outlined in the solicitation.**

Mr. LaForge explained that this item was authorized to go out for bid on this vehicle in early January 2022, due to a short ordering window and no availability, the decision was made by staff to order this vehicle using the Arizona State Procurement Office Contract No. CTR059315 before coming before the Board due to the short order time to purchase the vehicle. Mr. LaForge explained that this is a K-9 vehicle that will be used by detention. Mr. Menlove asked for clarification that the funds used to purchase this vehicle are solely from jail services to which Mr. LaForge confirmed that is how the vehicle was ordered.

Upon motion by Vice-Chairman Christensen, seconded by Supervisor Humphrey, the Board unanimously moved to ratify the order for Courtesy Automotive using State Contract No. CTR059315 in the amount of \$76,814.69 as outlined in the solicitation.

**G. Information/Discussion/Action to ratify the order for Courtesy Automotive using State Contract No. CTR059315 in the amount of \$203,444.07 for the purchase of Three (3) New 2023 Chevrolet Tahoe 4x4 4 Door Commercial SSV's with installed equipment as outlined in the original solicitation.**

Mr. LaForge explained as with the previous item, the decision was made by staff to order these vehicles using the Arizona State Procurement Office Contract No. CTR059315 before coming to the Board due to the short order time to purchase the vehicles. Mr. LaForge stated that these vehicles will be used as K-9 patrol vehicles, and the patrol vehicles that are currently in use have high mileage and high hour usage as they must remain idling while on duty to keep the K-9 safe. Vice-Chairman Christensen recommended to Mr. LaForge that the County should put meters on the new vehicles to track the hours of use. Mr. LaForge stated that the newer vehicles would come equipped with a meter system. Mr. Menlove gave clarification that the patrol vehicles being fitted for duty account for the high cost, and they are purchased with general funds and have been budgeted for.

Upon motion by Supervisor Humphrey, seconded by Vice-Chairman Christensen, the Board unanimously moved to ratify the order for Courtesy Automotive using State Contract No. CTR059315 in the amount of \$203,444.07 as outlined in the solicitation.

**H. Information/Discussion/Action to approve the advertisement of Invitation for Bid No. 101122 - *Russell Gulch Landfill Stage 3A Expansion.***

Steve Sanders, Public Works Department Director, explained that Russell Gulch landfill is running out of space and will reach capacity in the spring of 2023. With a set of plans ready to go for the next phase of the expansion, which will last approximately 9 years. The new expansion will be located where the current landfill office and storage sheds are, which will require that those buildings be removed. Supervisor Humphrey asked Mr. Sanders what will be done with those metal buildings. Mr. Sanders gave clarification that when they go out for bid, the removal of those buildings will be in the bid package. Vice-Chairman Christensen asked what cost he anticipates this expansion to be, to which Mr. Sanders replied, "around five million plus." Chairman Cline inquired as to some other options for the metal buildings. Mr. Menlove assured Chairman Cline that they would investigate all options for the disposal of the metal buildings.

Upon motion by Vice-Chairman Christensen, seconded by Supervisor Humphrey, the Board unanimously approved the advertisement of Invitation for Bid No. 101122.

**I. Information/Discussion/Action to approve a contract with Kimley-Horn in the amount of \$70,500 to conduct the environmental due diligence as required by the Arizona State Land Department on the two parcels of land located adjacent to the Gila County Fairgrounds.**

Mary Springer, Finance Department Director, explained that the County has expressed an interest in the purchase of 2 parcels of 120 acres, and 160 acres directly west of the fairgrounds. Ms. Springer advised the Board members that environmental due diligence is required by the Arizona State Lands Department prior to purchase and must be done by a credible consultant such as Kimley-Horn, as they do have a contract with the state to conduct this study. Ms. Springer explained that the Arizona State Lands Department has accepted Kimley-Horn's proposal. Once the report is submitted to the Arizona State Lands Department, they will put the 2 parcels of land up for public bid, and if Gila County is the successful bidder the price of the study will be included in the bid, and if Gila County is not the successful bidder, then the County will be reimbursed the cost of the study by the successful bidder. Supervisor Humphrey expressed that he is thankful for this being done as it will help the County with its infrastructure regardless of the County being the successful bidder. Vice-Chairman Christensen added that the only cost to the county would be the application cost to which Ms. Springer agreed.

Upon motion by Supervisor Humphrey, seconded by Vice-Chairman Christensen, the Board unanimously approved a contract with Kimley-Horn in the amount of \$70,500 to conduct the environmental due diligence on two parcels of land located adjacent to the Gila County Fairgrounds.

**J. Information/Discussion/Action to award a Contract in response to Request for Qualifications No. 08032022 - *Gila County Fairgrounds Restroom Facility Design Build* for restroom facilities for the Gila County Fairgrounds in the amount of \$325,759 for the Gila County Fairgrounds Roping Arena Restroom Facility.**

Ms. Springer stated that this contract is in response to a Request for Qualifications for bids, of which only one bid was received from a qualified contractor. Ms. Springer advised the Board that the restroom design will be built off-site and then be transported to the Gila County Fairgrounds and affixed to its permanent location. After meetings with all the appropriate departments, they agree on their respective responsibilities for this new facility. Ms. Springer further explained that the contractor expressed that the only potential foreseen issue will be supply chain delays and barring any other issues this new restroom facility will be operational by the 2023 county fair. Supervisor Humphrey asked Ms. Springer if there would be any concern that the price will increase, and Ms. Springer replied in the affirmative that there were two requirements given by the Gila County Facilities and Community

Development Departments, not in the original contract that would potentially have to come back for Board approval. Vice-Chairman Christensen advised that this amount of money will take up about a third of what has been given to the fairgrounds for projects. Chairmen Cline asked Ms. Springer to confirm that the contract will not increase in price to which she agreed.

Upon motion by Vice-Chairman Christensen, seconded by Supervisor Humphrey, the Board unanimously awarded a contract in response to Request for Qualifications No. 08032022 – *Gila County Fairgrounds Restroom Facility Design Build*.

**K. Information/Discussion/Action to increase poll worker pay to the following minimum wage rates; 21 Inspectors at a rate of \$12.80/hour, for 20 hours, for a total of \$256 per day for each worker per election; and approximately a combined number of 100 ID clerks, Provisional Clerks, Ballot Judges, and Marshals at a rate of \$12.80/hour, for 18 hours, for a total of \$230.40 per day for each worker per election.**

Eric Mariscal, Elections Department Director, explained that the pay rate of poll workers has not changed since 2006 and that retention of poll workers has been steadily declining over the past election cycles with the Elections Department's ideal candidates being the "younger more tech-savvy generation" and they want to perform their civic duties as a poll worker, but they are unable to due to the lower rate of pay. Mr. Mariscal further explained that they have been inside the schools to try and recruit the students but were unsuccessful as the current wage is below minimum wage and election day is a very long day, and poll workers are required to work a minimum of thirteen hours for the day as Arizona State Statute requires that the polls remain open from six am to seven pm. Supervisor Humphrey thanked Mr. Mariscal for his presentation and hopes this will help his department attract more poll workers. Vice-Chairman Christensen gave comments that he appreciates Mr. Mariscal and his team and hopes this will help to attract and retain poll workers. Chairman Cline addressed Mr. Menlove and inquired if funds were available for this to which Mr. Menlove replied that this will be meeting Arizona State minimum wage requirements.

Upon motion by Supervisor Humphrey, seconded by Vice-Chairman Christensen, the Board unanimously moved to increase poll worker pay as presented.

**L. Information/Discussion/Action to adopt Resolution No. 22-11-02 designating Gila County as a County Supporting Operation Green Light.**

Woody Cline, Supervisor for District III and Chairman of the Board, presented the following information which is contained in the staff report for this item. *America's counties are home to 17.5 million veterans and are deeply invested in*

*veterans' health and well-being, often serving as a veteran's first point of contact in the community for accessing services. Counties support veterans' access to stable housing, employment and education, and critical mental health services that treat trauma and prevent suicide.*

*America's counties have a long and proud history of serving our nation's veterans, a legacy that continues to this day as we work with our federal, state, and local partners to ensure that the former service members in our communities have access to the resources they need to thrive.*

*This coming Veterans Day, the National Association of Counties (NACO) and the National Association of County Service Officers invite the nation's 3,069 counties, parishes, and boroughs to join Operation Green Light and show support for veterans by lighting our buildings green from November 7, 2022, to November 13, 2022. By shining green lights, county governments and our residents will let veterans know that they are seen, appreciated, and supported.*

Chairman Cline further stated that Operation Green Light is a nationwide operation and a way to honor veterans where a green light will be shown from November 7, 2022, through November 13, 2022, at the Tommie Cline Martin Complex in Payson, County Courthouse in Globe as well as the Pleasant Valley Veterans Retreat in Young. Chairman Cline went on to explain that Operation Green Light serves as one of the first points of contact for veterans needing services within their communities.

Upon motion by Vice-Chairman Christensen, seconded by Supervisor Humphrey, the Board unanimously adopted Resolution No. 22-11-02. **(A copy of the resolution is attached to these minutes and is permanently on file in the Board of Supervisors' Office.)**

**M. Information/Discussion/Action to approve an Intergovernmental Agreement No. 10132022 Economic Development Grant to the San Carlos Apache Tribe in the amount of \$1,000 for the San Carlos Apache Tribe Veteran's Pow Wow and that the Board has determined to be for the benefit of the public.**

Chairman Cline presented the following information which is contained in the staff report for this item. *Each year funds are budgeted to support economic development activities. The SCAT has applied to Gila County for an Economic Development Grant to support its SCAT Veterans Pow Wow event to be held on November 12th and 13th, 2022. Under A.R.S. § 11-254, contributions may be made to any governmental agency or to a non-profit corporation that enjoys and maintains federal tax-exempt status as long as all monies are utilized for the purpose determined to be public by the Board. The SCAT will provide direct benefits by advertising Gila County at the event.* Chairman Cline further

explained that this is an Economic Development Grant for the San Carlos Apache Tribes Veterans Pow Wow.

Upon motion by Supervisor Humphrey, seconded by Vice-Chairman Christensen, the Board unanimously approved Intergovernmental Agreement No. 10132022 Economic Development Grant to the San Carlos Apache Tribe in the amount of \$1,000 that the Board has determined to be for the benefit of the public.

Chairman Cline asked the Board members if there were any Consent Agenda items that needed to be moved to the regular agenda for discussion. Supervisors Christensen and Humphrey replied that there were not any items they wanted to be moved to the regular agenda.

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

**A. Approval of the Board of Supervisors' September 6, 2022, September 20, 2022, September 27, 2022, and October 4, 2022, meeting minutes.**

**B. Acknowledgment of the September 2022 monthly activity report submitted by the Clerk of the Superior Court's Office.**

**C. Acknowledgment of the September 2022 monthly activity report submitted by the Recorder's Office.**

**D. Acknowledgment of the September 2022 monthly activity report submitted by the Globe Regional Justice of the Peace's Office.**

**E. Acknowledgment of the September 2022 monthly activity report submitted by the Payson Regional Justice of the Peace's Office.**

**F. Acknowledgment of the September 2022 monthly activity report submitted by the Globe Regional Constable's Office.**

**G. Acknowledgment of the September 2022 monthly activity report submitted by the Payson Regional Constable's Office.**

Upon motion by Vice-Chairman Christensen, seconded by Supervisor Humphrey, the Board unanimously approved Consent Agenda items 4A through 4G.

**Item 5 - CALL TO THE PUBLIC: A call to the public is held for public benefit to allow individuals to address the Board of Supervisors on any**

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

There were no comments from the public.

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

The Supervisors and the County Manager provided a summary of current events.

There being no further business to come before the Board of Supervisors, Chairman Cline adjourned the meeting at 11:34 a.m.

APPROVED:

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Woody Cline, Chairman

ATTEST:

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James Menlove, Clerk of the Board

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

Date: November 15, 2022

**WOODY CLINE**

Chairman

**JAMES MENLOVE**

Clerk of the Board

**STEVE CHRISTENSEN**

Vice-Chairman

By: Melissa Henderson

**TIM R. HUMPHREY**

Member

Gila County Courthouse  
Globe, Arizona

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

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

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

Chairman Cline called the Regular Meeting to order at 10:00 a.m. this date in the Board of Supervisors' hearing room. Cheryl Sluyter led the Pledge of Allegiance and Nick Montague delivered the invocation.

**Item 2 – PUBLIC HEARINGS:**

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

Steve Sanders, Public Works Department Director, presented the following information which is contained in the staff report for this item.

*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.*

Chairman Cline opened the public hearing. There weren't any comments, so he closed the public hearing and asked for a Board motion. Upon motion by Vice-Chairman Christensen, seconded by Supervisor Humphrey, the Board



unanimously adopted Resolution No. 22-11-01. **(A copy of the resolution is attached to these minutes and is permanently on file in the Board of Supervisors' Office.)**

**B. Information/Discussion/Action to 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, Chief Deputy Clerk of the Board, reviewed the statutory process for liquor license applications. She advised that the Health and Emergency Management Department, Planning and Zoning Department, and the County Treasurer reviewed the application and don't have any concerns. She further advised that those residents living within a one-mile radius of the Hideaway Bar & Grill did not submit any objection to the application.

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

Upon motion by Supervisor Humphrey, seconded by Vice-Chairman Christensen, the Board unanimously recommended that the Arizona Department of Liquor Licenses and Control approve the application submitted by Margaret Ruth Shortman for the Hideaway Bar & Grill.

### **Item 3 – REGULAR AGENDA ITEMS:**

Upon motion by Vice-Chairman Christensen, seconded by Supervisor Humphrey, the Board unanimously voted to adjourn as the Gila County Board of Supervisors and convene as the Gila County Library District Board of Directors to address agenda items 3A through 3C.

**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, Deputy County Manager/District Librarian, presented the following information, which is contained in the staff report for this item.

*Policy No. LBD-PUB-002 - Internet Acceptable Use revises the Acceptable Use Policy for the Internet that was adopted by the Board on November 2, 1999. Libraries and Schools are required to have an Internet Acceptable Use Policy that addresses filtering capabilities to comply with the Children's Internet Protection Act (CIPA) which is required for entities to receive federal E-Rate funds.*

Ms. Sanders added that this policy was presented as an information item in a previous Board of Supervisors meeting and there have been no changes made to the policy since that presentation.

Upon motion by Supervisor Humphrey, seconded by Vice-Chairman Christensen, the Board unanimously adopted Policy No. LBD-PUB-002.

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

Ms. Sanders presented the following information, which is contained in the staff report for this item.

*Policy No. LBD-PUB-003 - Collection Development has not been previously adopted for the Library District. In past years, the Library District 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.*

Ms. Sanders added that this policy was also presented in a previous Board of Supervisors Meeting and there have been no changes made since that presentation.

Upon motion by Vice-Chairman Christensen, seconded by Supervisor Humphrey, the Board unanimously adopted Policy No. LBD-PUB-003.

**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. (Motion to adjourn as the Gila County Library District Board of Directors and reconvene as the Gila County Board of Equalization.)**

Elaine Votruba, Public Services Librarian, advised that this agreement is the last one for 2022 and presented the following information, which is contained in the staff report.

*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.*

Upon motion by Supervisor Humphrey, seconded by Vice-Chairman Christensen, the Board unanimously approved the Library Service Agreement with the San Carlos Apache Tribe for the San Carlos Public Library for the period of July 1, 2022, to June 30, 2023.

Upon motion by Vice-Chairman Christensen, seconded by Supervisor Humphrey, the Board unanimously voted to adjourn as the Gila County Library District Board of Directors and convene as the Gila County Board of Equalization to address agenda item 3D.

**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. (Adjourn as the Gila County Board of Equalization and reconvene as the Gila County Board of Supervisors.)**

Melissa Henderson, Chief Deputy Clerk of the Board, advised that the Board of Supervisors has hired H. Charles Johnson to be its Hearing Officer for all Board of Equalization (BOE) hearings. For the Petition for Review of Notice of Change for the tax year 2023 hearings that were conducted on November 7, 2022. The evaluation of the Hearing Office's recommendation was as follows:

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

Upon motion by Supervisor Humphrey, seconded by Vice-Chairman Christensen, the Board unanimously received and accepted the Board of Equalizations Hearing Officer H. Charles Johnson's recommendations for Petition for Review of Notice of Change for the tax year 2023 hearings that were conducted on November 7, 2022.

Upon motion by Vice-Chairman Christensen, seconded by Supervisor Humphrey, the Board unanimously voted to adjourn as the Gila County Board of Equalization and convene 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, Sheriff's Office Chief Administrative Officer stated that this Grant award comes from the Governor's Office of Highway Safety, annually in the amount of \$25,000 that will go towards extra speed enforcement in high-traffic areas throughout the County, as well as extra enforcement during holiday weekends. Ms. White explained that this contract would be effective from October 1, 2022, to September 30, 2023. Supervisor Humphrey asked Ms. White if this was to cover overtime for the Sheriff's Deputies who participate to which she replied in the affirmative. Chairman Cline asked for clarification that this was specifically for a speed enforcement detail, to which Ms. White replied that this, in fact, is meant for speed enforcement but if there are other violations found during the detail, the Deputy would then cite for that violation as well.

Upon motion by Supervisor Humphrey, seconded by Vice-Chairman Christensen, the Board unanimously accepted 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 20, 2023.

**F. Information/Discussion/Action to adopt revised Policy No. BOS-FIN-113 - Procurement.**

Mary Springer, Finance Department Director, provided the following information, which is contained in the staff report.

*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.*

Ms. Springer added that this policy was brought before the Board during a work session, where it was requested that local contractors get preference when going out for bid, as well as changing the language to reflect Cooperative Purchasing accurately. Vice-Chairman Christensen requested Ms. Springer to elaborate on a portion of the policy in which two local bidders produced identical bids and how the Finance Department would award a contract at that

point. Ms. Springer replied that the Finance Department would use random selection to award the contract.

Upon motion by Vice-Chairman Christensen, seconded by Supervisor Humphrey, the Board unanimously adopted Policy No. BOS-FIN-113 – *Procurement*.

**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, Health and Emergency Management Department Director, presented the following information which is contained in the staff report. *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.* Mr. Beck added that this is a renewal of the same funding that started in 2019, and that this new Intergovernmental agreement with the Arizona Department of Health Services is for COVID vaccinations and not regular vaccinations.

Upon motion by Supervisor Humphrey, seconded by Vice-Chairman Christensen, the Board unanimously approved an Intergovernmental Agreement (Contract No. CTR060267) with the Arizona Department of Health Service in the Amount of \$1,229,059 from July 1, 2022, to June 30, 2024.

**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.**

Mr. Beck stated that the Hazardous Materials Emergency Preparedness Grant Program is funding that the Gila County Health and Emergency Management Department applies for every year, and every County in Arizona is given a minimum of \$20,000 but has the option to apply for a higher amount. Mr. Beck added that in Gila County the Local Health and Emergency Management Committee uses a portion of these funds to present a conference to the local fire departments, hospitals, and mine first responders, a separate portion of the funds go towards updating Emergency Response Plans for Gila County. Finally, the funds that are left over are used to help local first responders get certified and provide education in Hazardous Materials Emergency Preparedness.

Upon motion by Vice-Chairman Christensen, seconded by Supervisor Humphrey, the Board unanimously accepted the Hazardous Materials Emergency Preparedness Grant Program funding award from the Arizona Department of Environmental Quality in the amount of \$23,000.

**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, Facilities Administrative Assistant, explained that these Professional Services Contracts went out for bid last year, where Canyon Country Design Inc. and GH2 Architects were chosen with a not to exceed the amount of \$100,000 per year per contract. Ms. Knox presented that having multiple contractors allows County staff to have readily available designs and concepts for remodeling and construction. Supervisor Humphrey asked for clarification on how the contracts work, to which Mary Springer explained the contractors are paid at an hourly rate per project. Chairman Cline asked Ms. Knox if the \$100,000 contract limit has been approached this year, to which Ms. Knox replied, "We have spent about \$20,000 on Canyon Country, but we have not used GH2 yet".

Upon motion by Supervisor Humphrey, seconded by Vice-Chairman Christensen, the Board unanimously approved Amendment No. 1 to Professional Services Contract No. 012021-1 with Canyon Country Design, Inc. and approved Amendment No. 1 to Professional Services Contract No. 012021-2 with GH2 Architects with a not to exceed the amount of \$100,000 per year per contract for on-call services.

**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, County Manager and Clerk of the Board, presented the following information, which is contained in the staff report.

*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.*

Mr. Menlove then invited Sammi Jenkins, Member, Co-operator, and Supervisor for the Tonto Natural Resource Conservation District to give information on the Reading the Range Program and the establishment of a seed harvesting and re-seeding program.

Ms. Jenkins provided a PowerPoint Presentation and copy of this slide presentation is attached to this agenda item in the Board of Supervisors' AgendaQuick™ electronic agenda system.

*Ms. Jenkins added "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."*

*"We are developing two new initiatives: seed harvesting and reseeded. 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 Ms. Jenkins stated *"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."*

Vice- Chairman Christensen asked Mr. Menlove if the County donates to the NRCD every year and what amount is the donation usually, to which Mr. Menlove replied that the County does indeed donate but the amount of the donation varies, and the amount requested is greater than any requested amount in the past but that is due to the recent fires the County has had, and this money will go to revegetate those fire burn scars areas. Vice-Chairman Christensen asked Ms. Jenkins for clarification that these funds will help the NRCD in receiving grants, to which she replied in that they would. Chairman Cline stated that he will have to recuse himself from this vote as he is the Chairman on the NRCD Board and added that great things have come out of

the seed harvesting program enough to where the Arizona Game and Fish have expressed a great interest in in the program and this opens up excellent opportunities for future collaborations with the NRCD.

*Upon motion by Vice-Chairman Christensen, seconded by Supervisor Humphrey, With Chairman Cline recusing himself from the vote, the Board unanimously approved the Intergovernmental Agreement between Gila County and the Tonto Natural Resource Conservation District (NRCD) No. 10272022 which the Board has found to be for the benefit of the public.*

**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, Chief Deputy Clerk of the Board, explained that Mr. Scott D. Keeney contacted the Clerk of the Board's Office requesting to purchase Assessor's tax parcel number 302-41-144, a road owned by the State of Arizona in c/o the Board of Supervisors as a requirement from the Town of Payson in order to obtain the building permits for his home. Ms. Henderson 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. Ms. Henderson advised that this parcel was deeded to the state in 2014 and the total lien amount is \$694.70. With the Chairman's permission, Ms. Henderson opened the sealed envelope and announced that Mr. Keeney submitted a bid in the amount of \$100.

Upon motion by Supervisor Humphrey, seconded by Vice-Chairman Christensen, the Board unanimously accepted the sealed bid from Scott D. Keeney of \$100.00 for Assessor's tax parcel number 302-41-144 and authorized the Quit Claim Deed to be completed.

Chairman Cline asked the Board members if there were any Consent Agenda items that needed to be moved to the regular agenda for discussion. Supervisors Christensen and Humphrey replied that there were not any items they wanted to be moved to the regular agenda.

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

**A. Approval of 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.**

#### **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
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

## **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

**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 Toumberlin – 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

**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

**F. Approval of finance reports/demands/transfers for the reporting period of October 1, 2022, through October 31, 2022.**

Approve demands and budget amendments for operating transfers. Warrant numbers 318451 through 318684, 318868 through 318874, and 318876 through 318944, totaling \$4,458,541.88 for the period 10-01-22 through 10-31-22.

Pursuant to A.R.S. §11-217(D), the published minutes shall include all demands and warrants approved by the Board in excess of one thousand dollars except those multiple demands and warrants from a single supplier or individual under one thousand dollars whose cumulative total exceeds one thousand dollars in a single reporting period shall also be published. **(A listing of issued warrants and voided warrants is permanently attached to these minutes.)**

**G. Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the month of October 2022.**

Upon motion by Vice-Chairman Christensen, seconded by Supervisor Humphrey, the Board unanimously approved Consent Agenda Items 4A through 4G.

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

**matter be put on a future agenda for further discussion and decision at a future date.**

There were no comments from the public.

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

The Supervisors and the County Manager provided a summary of current events.

There being no further business to come before the Board of Supervisors, Chairman Cline adjourned the meeting at 11:02 a.m.

APPROVED:

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Woody Cline, Chairman

ATTEST:

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James Menlove, Clerk of the Board

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

Date: November 18, 2022

**WOODY CLINE**

Chairman

**JAMES MENLOVE**

Clerk of the Board

**STEVE CHRISTENSEN**

Vice-Chairman

By: Melissa Henderson

**TIM R. HUMPHREY**

Member

Gila County Courthouse  
Globe, Arizona

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

STAFF PRESENT: W. James Menlove, County Manager and Clerk of the Board; Jefferson Dalton, Deputy Gila County Attorney and Civil Bureau Chief; Melissa Henderson, Chief Deputy Clerk of the Board; and Samantha Trimble, Deputy Clerk of the Board

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

Due to a scheduling conflict, Chairman Cline requested that Vice-Chairman Christensen to Chair the meeting. Chairman Christensen called the Special Meeting to order at 10:00 a.m. this date in the Board of Supervisors' hearing room. Samantha Trimble led the Pledge of Allegiance.

**Item 2 – REGULAR AGENDA ITEMS:**

**A. Information/Discussion/Action to canvass the election results contained in the Official Canvass of the General Election held on November 8, 2022, in Gila County, Arizona, and declare the Gila County results official.**

Eric Mariscal, Elections Director, proceeded to review the Canvass of Election Results booklet for the 2022 General Election. Each Supervisor was provided a hard copy of the booklet containing the election results. The booklet contained a precinct listing; voter turn-out for Gila County and other counties; total ballots summary to include a County summary of all races and a precinct detail of all races; polling place ballots to include a County summary of all races; early ballots to include a County summary of all races and a rejection summary; provisional ballots to include a County summary of all races and a rejection summary; official write-in candidates to include votes cast summary;



and an election summary for the Rim Trail Domestic Water Improvement District governing board member election. Mr. Mariscal commented that Gila County's voter turnout was the second highest in the state next to Yavapai County. In Gila County, 22,802 ballots were cast out of 33,949 registered voters, which resulted in a 67.17% voter turnout. Approximately 52.53% of the registered voters voted early and Mr. Mariscal commented that the early ballot process began sooner than in the last election. He stated that 17,872 ballots were received by mail with 37 of them being rejected which left a total of 17,835 ballots that were accepted. There were 216 provisional ballots received with 91 being rejected for a total of 125 ballots that were accepted.

Chairman Christensen asked about the use of ballot drop boxes. Mr. Mariscal replied that there was significant use of them, especially the one at the County's Tommie Cline Martin Complex. He estimated that between 1,800 to 2,000 voters used the drop boxes.

Mr. Mariscal concluded his presentation by thanking Sadie Jo Bingham, Gila County Recorder, for her and her staff's efforts and how great of a job they do. *"Sadie and her staff really kick off the show with early voting, and they do a phenomenal job"*.

James Menlove, County Manager and Clerk of the Board, expressed his appreciation for Mr. Mariscal *"Eric is very well respected throughout the state"*. Mr. Menlove explained that Mr. Mariscal is often asked to travel the state to give training and participate in various events, which is a testament to how well elections are conducted in Gila County.

Upon motion by Supervisor Humphrey, seconded by Supervisor Cline, the Board unanimously canvassed the election results contained in the Official Canvass of the General Election held on November 8, 2022, in Gila County, Arizona, and declared the results official.

**B. Information/Discussion/Action to acknowledge the letter of certification for November 8, 2022, Gila County school district elections held within Gila County as submitted by the Gila County School Superintendent.**

Nick Montague, Gila County School Superintendent Chief Deputy, presented this item. On November 16, 2022, Mr. Sandoval canvassed the results of the November 8, 2022, Gila County school district elections. In accordance with Arizona Revised Statute § 15-426, a letter of certification of the election results has been submitted to the Board of Supervisors.

Upon motion by Supervisor Humphrey, seconded by Supervisor Cline, the Board unanimously acknowledged the certification of the November 8, 2022, Gila County school district elections.

**Item 3 - CALL TO THE PUBLIC:** A call to the public is held for public benefit to allow individuals to address the Board of Supervisors on any issue within the jurisdiction of the Board of Supervisors. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), at the conclusion of an open call to the public, individual members of the Board of Supervisors may respond to criticism made by those who have addressed the Board, may ask staff to review a matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.

There were no comments from the public.

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

The Supervisors and the County Manager provided a summary of current events. There being no further business to come before the Board of Supervisors, Chairman Christensen adjourned the meeting at 10:21 a.m.

APPROVED:

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Steve Christensen, Acting Chairman

ATTEST:

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James Menlove, Clerk of the Board

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

Date: November 29, 2022

**WOODY CLINE**

Chairman

**JAMES MENLOVE**

Clerk of the Board

**STEVE CHRISTENSEN**

Vice-Chairman

By: Samantha Trimble

**TIM R. HUMPHREY**

Member

Gila County Courthouse  
Globe, Arizona

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

STAFF PRESENT: W. James Menlove, County Manager; Jefferson Dalton, Deputy Gila County Attorney and Civil Bureau Chief; Jessica Scibelli, Senior Civil Deputy County Attorney; Melissa Henderson, Chief Deputy Clerk of the Board; and Samantha Trimble, Deputy Clerk of the Board

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

Chairman Cline called the Work Session to order at 10:00 a.m. this date in the Board of Supervisors' hearing room. Samantha Trimble led the Pledge of Allegiance.

**Item 2 - REGULAR AGENDA ITEMS:**

**A. Information/Discussion for an update of Discover Gila County the County's Tourism and Marketing Initiative.**

Cameron Davis of Razor Thin Media, LLC provided a slide presentation regarding Discover Gila County. He gave clarification on how Discover Gila County is a website that is a multi-media marketing strategy that uses digital advertising, social media, online search, email, radio, and now television advertising.

Mr. Davis then went on to explain that Gila County is in the number three spot on Facebook, with 16,750 followers, and that number grows every day. Discover Gila County is the largest Instagram page in Northern Arizona, it also continues to grow daily. YouTube videos were viewed 4,200 times this year. Google search continues to be the most successful as it generated 6,300 visitors to the Discover Gila County website; this saw a 237% increase from the previous year. During the COVID-19

pandemic in 2020, most Arizona counties suffered drastically in the tourism sector; however, Gila County reported a 23% increase in hotel, motel, and tourism sectors as individuals and families visited the area to enjoy all the outdoor activities. Gila County was 1 of only 2 Arizona counties that saw an increase in tourism spending, and Gila County's increase is holding. Mr. Davis provided a graph representation over the last 4 years showing growth in the number of visitors at the Tonto Natural Bridge Park, he states that during the month of January, Discover Gila County ran Facebook ads for the park, and the park had around 7,00 visitors as a result of those ads, as they were viewed 243,00 times.

Mr. Davis explained that when shooting video ads up in the Young area they stopped at the Hitching Post, this gave the Hitching post a highlight on the Discover Gila Counties website and social media webpage, which was viewed 5,000 times. Further explaining how doing this for small businesses within the county can greatly help small businesses advertise and generate more traffic into the area.

Next, Mr. Davis talked about Discover Gila Counties' new way of television advertising, which includes running ads during the Super Bowl, Spring Training, The Phoenix Open, and HULU. Providing six 30-second videos highlighting the Tonto National Monument near Roosevelt Lake, and the Besh-Ba-Gowa Archeological Park and Museum.

Supervisor Humphrey noted that it has been amazing to see how far it has come. Vice-Chairman Christensen provided that he is very excited to see all that comes next as Mr. Davis and his team have done a wonderful job thus far, and the proof is in the numbers. Chairman Cline states that Discover Gila County is doing an awesome job. Mr. Davis states that *"We have created something great to show all that Gila County has to offer, and we are excited for what comes next."*

The Board thanked Mr. Davis for his efforts with Discover Gila County and his presentation.

**Item 5A has been moved due to the time constraints of the day. It will be heard at this time.**

**5. EXECUTIVE SESSION ITEMS: (The Board of Supervisors may vote to go into executive session on one or all of the items listed in this section. No action will be taken by the Board while in the executive session.)**

**A. Information/Discussion/Action to vote to go into executive session pursuant to A.R.S. § 38-431.03(A)(3) for discussions and consultation for legal advice regarding the potential legal options for the County and authorize its attorneys to proceed as discussed in executive session.**

Upon motion by Supervisor Christensen, seconded by Supervisor Humphrey, the Board unanimously voted to go into executive session at 10:52 to discuss item 5A.

**The Board will resume with the regular agenda item 2B at this time.**

**B. Information/Discussion/Action regarding the Roosevelt Lake Resort - Stagecoach Trail Improvement Project and recommendation from the County Attorney's Office to go into executive session pursuant to A.R.S. § 38-431.03(A)(3) for discussions and consultation for legal advice regarding the potential legal options for the County.**

Homero Vela, Consultant, presented this item and provided a slide presentation on the progress of the Roosevelt Lake Resort - Stagecoach Trail Improvement project. Stating that the Roosevelt Lake Resort area is a community made up of around 200 units and sits right along Pinto Creek. He presented the history of the project, which started in 2018 with Dibble Engineering being hired to complete a drainage study of the Roosevelt Lake Resort. The study provided alternatives that addressed the stormwater runoff, with the cost of those alternatives ranging from \$777,000 to \$1,400,000. Mr. Vela then provided that the unique design drawings called an inverted crown, which serves to channel water and mitigate flooding, has been completed, but the project was still at a standstill. Showing multiple maps that included a levy that is in place on the western edge of the community that has unfortunately created a closed basin in the area where water has no outlet, and now there is flooding in the streets all the way up to the homes even with small events. In August 2021, the County engineering team notified TDS Telecomm, Tierra Water, and Roosevelt Lake Resort LLC of utility conflicts. As of today, TDS Telecomm has completed utility relocation, but the Tierra Water utility has not, and they do not have an estimated start date. Mr. Vela states that the County has used a sizable amount of money and time for this project as it is a large improvement for this community. Due to the standstill of the project, Mr. Vela is looking for the best way forward from the Board and is requesting an executive session as some of the options may include legal matters, therefore, needing to be discussed with the County Attorney's office as well.

With no comments or questions from the Board members Chairman Cline called for a motion; upon motion by Supervisor Christensen, seconded by Supervisor Humphrey, the Board unanimously voted to go into executive session at 11:06 AM to discuss item 5B.

Upon motion by Supervisor Humphrey, seconded by Supervisor Christensen, the Board unanimously voted to direct staff and legal counsel to proceed as directed in the executive session.

**C. Information/Discussion on the current status of the One Arizona Settlement.**

After reconvening from the executive session at 12:12 PM, Chairman Cline called for a motion to table items 2C and 2D due to the time constraints of the day.

Upon motion by Supervisor Christensen, seconded by Supervisor Humphrey, the Board unanimously voted to table this item.

**D. Information/Discussion seeking guidance to best allocate the funds from the congressionally directed earmark award of \$609,000 to be used for maintaining water storage systems for wildfire protection in Gila County with the understanding that this funding comes with a 1:1 match of \$609,000 for Gila County that can be in cash, in-kind activities, or a combination of both for the period of March 2022 through September 2025. (**

Upon motion by Supervisor Humphrey, seconded by Supervisor Christensen, the Board unanimously voted to table this item.

**Item 3 – CALL TO THE PUBLIC: Call to the Public is held for public benefit to allow individuals to address the Board of Supervisors on any issue within the jurisdiction of the Board of Supervisors. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), at the conclusion of an open call to the public, individual members of the Board of Supervisors may respond to criticism made by those who have addressed the Board, may ask staff to review a matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.**

There were not any comments from the public.

**Item 4 – At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the County Manager may present a brief summary of current events. No action may be taken on the information presented.**

There were no comments from the County Manager or the Supervisors.

There being no further business to come before the Board of Supervisors, Chairman Cline adjourned the meeting at 12:14 PM.

APPROVED:

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Woody Cline, Chairman

ATTEST:

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James Menlove, Clerk of the Board

**ARF-7763**

**Consent Agenda Item 5. D.**

**Regular BOS Meeting**

**Meeting Date:** 02/21/2023

**Reporting Period:** Human Resources Department Monthly Reports for January 2023

**Submitted For:** Erica Raymond, Human Resources Assistant Sr.

**Submitted By:** Erica Raymond, Human Resources Assistant Sr.

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**Information**

**Subject**

Human Resources Department Monthly Reports for January 2023.

**Suggested Motion**

Approval of the monthly activity reports submitted by the Human Resources Department for January 2023.

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**Attachments**

HR Summary Report

01/03/23 Human Resources Report

01/10/23 Human Resources Report

01/17/23 Human Resources Report

01/24/23 Human Resources Report

01/31/23 Human Resources Report

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## Human Resources Action Items

Date \_\_\_\_\_

Feb-23

**Apr-23**

3 Jun-23

**Aug-23**

Oct-23

Dec-23

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[illegible]

**HUMAN RESOURCES ACTION ITEMS**  
**JANUARY 3, 2023**

**DEPARTURES:**

1. Teddi Lopez – Sheriff's Office – 911 Dispatcher – 01/05/23 – General Fund – DOH 09/12/22
2. Vickie Nguyen – Globe Justice Court – Justice Court Clerk – 01/06/23 – General Fund – DOH 04/25/22

**NEW HIRES:**

3. Daniel Scott – Facilities and Land Management – Building Maintenance Technician Senior – 01/17/23 – Facilities Management Fund – FY23 position

**DEPARTMENTAL TRANSFERS:**

4. Adriean Rutledge – Clerk of Superior Court – From Associate Jury Commissioner – To Court Services Business Manager – 01/16/23 – General Fund – Replacing Jennifer Kimes
5. Dante Buerano – Sheriff's Office – From Detention Officer – To Deputy Sheriff – 01/30/23 – General Fund – Replacing Dante Buerano

**OTHER ACTIONS:**

6. Jordan Reardon – Globe Justice Court – Justice of the Peace – 01/01/23 – General Fund - Increase pursuant to ARS 22-125
7. Donald Garvin – Payson Justice Court – Justice of the Peace – 01/01/23 – General Fund - Increase pursuant to ARS 22-125
8. Thor Nudson – Sheriff's Office – Deputy Sheriff Sgt. – 12/10/22 – General Fund – Step increase
9. Christine Garrett – Sheriff's Office – Deputy Sheriff Sgt. – 12/24/22 – General Fund – Step increase
10. Eric Avalos – Sheriff's Office – Deputy Sheriff – 12/18/22 – General Fund – Step increase
11. Chance Creasy – Sheriff's Office – Deputy Sheriff – 12/22/22 – General Fund – Step increase
12. Chebel Sandoval – Sheriff's Office – Deputy Sheriff – 11/11/22 – General Fund – Step increase
13. Mark Highstreet II – Sheriff's Office – Deputy Sheriff – 11/27/22 – General Fund – Step increase
14. Adam Winget – Sheriff's Office – Deputy Sheriff – 10/29/22 – General Fund – Step increase
15. Kayle Lathrop – Health and Emergency Services – Public Health Equity Prevention Manager – 01/02/23 – Various Funds – Salary correction
16. Rubin Mays – Sheriff's Office – Detention Officer – 12/14/22 – General Fund – Step increase
17. Cindy Roberts – Sheriff's Office – Detention Officer Lt. – 11/22/22 – General Fund – Step increase
18. Stephen Armstrong – Sheriff's Office – Detention Officer – 10/08/22 – General Fund – Step increase

**REQUEST TO POST:**

19. Clerk of the Superior Court – Associate Jury Commissioner – Vacated by Adriean Rutledge
20. Globe Justice Court – Justice Court Clerk – Vacated by Vickie Nguyen
21. Public Works – Accounting Specialist Senior – Vacated by Catherine Levario

**HUMAN RESOURCES ACTION ITEMS**  
**JANUARY 10, 2023**

**DEPARTURES:**

1. Vidal Rodriguez – Health and Emergency Services – Community Health Specialist – 12/29/22 – COSSAP Fund – DOH 12/19/22
2. Alex Cunningham – Facilities and Land Management – Building Maintenance Technician Senior – 01/13/23 – Facilities Management Fund – DOH 10/25/10
3. Steven Sanders – Public Works – Director Public Works – 03/03/23 – Public Works Fund – DOH 09/23/96
4. Jacob Regna – Sheriff's Office – Detention Officer – 12/29/22 – General Fund – DOH 10/10/22

**NEW HIRES:**

5. Homero Vela – From Board of Supervisors – To Public Works – From Temporary Consultant – To Director Public Works – 01/09/23 – From General Fund – To Public Works Fund – Replacing Steven Sanders
6. Edward Wisdom – Public Works – From Temporary Worker – To Public Works Supervisor – 01/03/23 – Public Works Fund – Replacing Denny Ivans
7. Cameron Choate – Public Works – Automotive Mechanic – 01/30/23 – Fleet Management Fund – Replacing Luke Delahaye
8. Richard Navarro – Health and Emergency Services – Community Health Specialist – 01/30/23 – COSSAP Fund – Replacing Vidal Rodriguez

**END PROBATIONARY PERIOD:**

9. Michael Wicks – Public Works – Vehicle and Equipment Maintenance Supervisor – 01/18/23 – Fleet Management Fund
10. P. Denise Cox – Public Works – Administrative Clerk Specialist – 01/18/23 – Fleet Management Fund
11. Kristy Ulmer – Public Works – Administrative Assistant – 01/18/23 – Public Works Fund
12. Onalysia Talamantes – County Attorney's Office – Legal Secretary – 12/06/22 – Diversion Program CA Fund

**DEPARTMENTAL TRANSFERS:**

13. Madeline Belling – From Finance – To Board of Supervisors – Temporary Worker – 12/16/22 – General Fund

**OTHER ACTIONS:**

14. Phillip Smith – Sheriff's Office – Deputy Sheriff Detective – 01/02/23 – General Fund – Step increase
15. Matthew Havey – Sheriff's Office – Deputy Sheriff Sgt. – 01/04/23 – General Fund – Step increase

**HUMAN RESOURCES ACTION ITEMS**  
**JANUARY 17, 2023**

**DEPARTURES:**

1. David Staten – Probation – Deputy Probation Officer II – 01/27/23 – State Aid Enhancement Fund – DOH 03/11/19
2. Nicholas Campagna – Health and Emergency Services – Animal Control Officer – 01/10/23 – General Fund – DOH 09/13/21
3. Ashley Lopez – Globe Justice Court – Justice Court Clerk – 01/11/23 – General Fund – DOH 03/15/21
4. Shannon Coons – Public Works – Fiscal Services Manager – 04/07/23 – Public Works Fund – DOH 07/17/97
5. Susan Stone – Community Development – Permit Technician 1 – 01/20/23 – General Fund – DOH 06/06/22

**NEW HIRES:**

6. Sonia Yanez – Health and Emergency Services – Public Health Programs Educator – 01/30/23 – Teen Pregnancy Prevention Services Fund – FY23 position
7. Ronald Zuber – Community Development – Zoning and Building Inspector – 01/30/23 – General Fund – Replacing Richard Stone
8. Keith Brown – Community Development – Zoning and Building Inspector – 01/30/23 – General Fund – Replacing Anthony Manfredi

**END PROBATIONARY PERIOD:**

9. Amie Jones – Probation – Juvenile Mental Health Therapist – 01/31/23 – JPSF Treatment(.95)/Superior Court Cost of Prosecution(.05) Funds
10. Vanessa Long – Public Works – Accountant – 02/03/23 – Public Works Fund
11. Eilidh Fischbeck – Sheriff's Office – Human Resources Liaison – 02/28/23 – General Fund

**OTHER ACTIONS:**

12. Andrea Hamm – Payson Justice Court – From Justice Court Operations Manager – To Justice Court Operations Manager/Judge Pro Tempore – 01/01/23 – General Fund – Appointed as Judge Pro Tempore
13. Taylor Wilson – Sheriff's Office – Part-Time 911 Dispatcher – 11/01/22 – General Fund – Contract with Tonto Apache Tribe pay change
14. Debra Williams – Sheriff's Office – 911 Coordinator – 11/01/22 – General Fund – Contract with Tonto Apache Tribe pay change
15. Tricia Thoms – Sheriff's Office – 911 Dispatcher – 11/01/22 – General Fund – Contract with Tonto Apache Tribe pay change
16. Jazmine Regna – Sheriff's Office – 911 Dispatcher – 11/01/22 – General Fund – Contract with Tonto Apache Tribe pay change
17. Buffie Pearson – Sheriff's Office – 911 Dispatcher – 11/01/22 – General Fund – Contract with Tonto Apache Tribe pay change
18. Haleigh Osborn – Sheriff's Office – 911 Dispatch Supervisor – 11/01/22 – General Fund – Contract with Tonto Apache Tribe pay change
19. Chassity Morgan – Sheriff's Office – 911 Dispatcher – 11/01/22 – General Fund – Contract with Tonto Apache Tribe pay change
20. Circe Maynard – Sheriff's Office – 911 Dispatcher – 11/01/22 – General Fund – Contract with Tonto Apache Tribe pay change

## **HUMAN RESOURCES ACTION ITEMS**

**JANUARY 17, 2023**

**PAGE 2 OF 2**

21. Deanna Hoffman – Sheriff's Office – 911 Dispatcher – 11/01/22 – General Fund – Contract with Tonto Apache Tribe pay change
22. Jordan Deatherage – Sheriff's Office – 911 Dispatcher – 11/01/22 – General Fund – Contract with Tonto Apache Tribe pay change
23. Amelia Baxley – Sheriff's Office – 911 Dispatch Supervisor – 11/01/22 – General Fund – Contract with Tonto Apache Tribe pay change
24. Staci Hatfield – Public Health and Emergency Services – 12/19/22 – From General Fund – To COVID-19 ELC Funding
25. Walter Wiley – Sheriff's Office – Detention Officer Sgt. – 12/06/22 – General Fund – Step increase

### **REQUEST TO POST:**

26. Health and Emergency Services – Animal Control Officer – Vacated by Nicholas Campagna
27. Public Works – Fiscal Services Manager – Vacated by Shannon Coons
28. Community Development – Permit Technician 1 – Vacated by Susan Stone

**HUMAN RESOURCES ACTION ITEMS**  
**JANUARY 24, 2023**

**NEW HIRES:**

1. Savannah Russell – Sheriff's Office – 911 Dispatcher – 02/13/23 – General Fund – Replacing Stephanie Casillas
2. Jorge Gomez – Sheriff's Office – Detention Officer – 02/13/23 – General Fund – Replacing Brittney Griego
3. Michael VanAuker – County Attorney's Office – Deputy County Attorney – 01/30/23 – General Fund – Replacing Gosia Zawislak

**END PROBATIONARY PERIOD:**

4. Vise Palmer – Treasurer's Office – Treasurer Services Specialist – 02/01/23 – General Fund
5. Timothy Branson II – Computer Services – IT Systems Administrator – 11/23/22 – General Fund
6. Zackary Pearson – Computer Services – IT Support Specialist – 12/20/22 – Library Assistance Fund
7. Kassandra Navarro – Computer Services – Help Desk Support Specialist – 01/18/23 – General Fund

**OTHER ACTIONS:**

8. Belinda Licano – Sheriff's Office – 911 Dispatcher – 11/01/22 – General Fund – Contract with Tonto Apache Tribe pay change
9. Tori Wright – Health and Emergency Services – Medical Assistant – 01/16/23 – From Immunization(.50)/Private Stock Vaccines(.50) Funds – To Immunization Fund – Fund code change
10. Hortencia Lovin – Health and Emergency Services – PT Public Health Nurse(.32) – 01/16/23 – From General Fund – To General(.85)/Immunization(.15) Funds – Fund code change
11. Jeffrey Nafziger – Health and Emergency Services – Environmental Health Specialist – 01/16/23 – From General Fund – To General(.12)/Prop 201 Smoke Free AZ Act(.88) Funds – Fund code change

**REQUEST TO POST:**

12. Health and Emergency Services – Health Program Manager – FY23 position

**HUMAN RESOURCES ACTION ITEMS**  
**JANUARY 31, 2023**

**DEPARTURES:**

1. Michael Golden – Public Works – Sign Department Supervisor – 02/28/23 – Public Works Fund – DOH 05/01/76
2. Jordan Deatherage – Sheriff's Office – 911 Dispatcher – 02/02/23 – General Fund – DOH 08/15/22
3. Teddy Cox – Sheriff's Office – Detention Officer – 01/23/23 – General Fund – DOH 08/15/22
4. Charity Dale – Sheriff's Office – Records Clerk – 02/03/23 – General Fund – DOH 01/17/19
5. Eilidh Fischbeck – Sheriff's Office – HR Liaison – 02/03/23 – General Fund – DOH 02/28/22
6. Zachary Massey – Probation – AmeriCorps Volunteer – 01/13/23 – AmeriCorps Fund – DOH 09/12/22
7. Kristin Lowe – Probation – AmeriCorps Volunteer – 01/13/23 – AmeriCorps Fund – DOH 10/25/21
8. Hannah Lowe – Probation – AmeriCorps Volunteer – 01/13/23 – AmeriCorps Fund – DOH 05/23/22
9. Crizna Zamora – Probation – Administrative Clerk Specialist – 02/01/23 – Adult Intensive Probation Supervision Fund – DOH 04/11/22

**NEW HIRES:**

10. Joseph Collins – County Attorney's Office – Deputy County Attorney Principal – 02/13/23 – General Fund – Replacing Paul Rubin
11. Frank Giberson – Public Works – Road Maintenance and Landfill Equipment Operator – 02/13/23 – Recycling and Landfill Management Fund – Replacing Vincent Montoya
12. Rick Deswood – Public Works – Road Maintenance and Landfill Equipment Operator Senior – 02/13/23 – Recycling and Landfill Management Fund – Replacing Robert Reilly

**END PROBATIONARY PERIOD:**

13. Kenneth Satathite – Public Works – Road Maintenance and Landfill Equipment Operator – 02/08/23 – Public Works Fund
14. Lisa Frazee – Clerk of Superior Court – Courtroom Clerk Technician – 01/31/23 – General Fund
15. Bryon Murray – Public Works – Vehicle and Equipment Mechanic Senior – 02/07/23 – Public Works Fund

**DEPARTMENTAL TRANSFERS:**

16. Juliane Encizo – Probation – Deputy Probation Officer – 01/30/23 – From Diversion Intake(.50)/Juvenile Intensive Probation Supervision(.50) Funds – To State Aid Enhancement Fund – Replacing David Staten

**REQUEST TO POST:**

17. Probation – Deputy Probation Officer 1 – Vacated by Taylor Mansoor
18. Sheriff's Office – Records Clerk – Vacated by Charity Dale
19. Sheriff's Office – HR Liaison – Vacated by Eilidh Fischbeck
20. Sheriff's Office – Records Supervisor – Vacated by Dianna Hoey

**ARF-7822**

**Consent Agenda Item 5. E.**

**Regular BOS Meeting**

**Meeting Date:** 02/21/2023

**Reporting Period:** January 1, 2023 - January 31, 2023

**Submitted For:** Amber Warden, Accounting Manager

**Submitted By:** Amber Warden, Accounting Manager

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**Information**

**Subject**

Finance reports/demands/transfers for the reporting period of January 1, 2023, through January 31, 2023.

**Suggested Motion**

Approval of finance reports/demands/transfers for the reporting period of January 1, 2023, through January 31, 2023.

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**Attachments**

Finance Report 01-01-23 to 01-31-23

Finance Report 01-01-23 to 01-31-23 Voids

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# Payment Register

From Payment Date: 1/1/2023 - To Payment Date: 1/31/2023

Number	Date	Source	Payee Name	Transaction Amount
JP Morgan AP - JP Morgan Accounts Payable				
<u>Check</u>				
320167	01/05/2023	Accounts Payable	Cunningham, Alex	\$150.00
320168	01/05/2023	Accounts Payable	Gila House Inc	\$278.00
320170	01/06/2023	Accounts Payable	AMERICAN FAMILY LIFE ASSURANCE	\$3,303.27
320171	01/06/2023	Accounts Payable	ARIZONA LOCAL GOVT EMPLOYEE BENEFIT TRUST PRE TAX	\$251,286.34
320172	01/06/2023	Accounts Payable	ARIZONA STATE RETIREMENT SYSTEM	\$190,950.86
320173	01/06/2023	Accounts Payable	AZCOPS	\$13.50
320174	01/06/2023	Accounts Payable	CHILD SUPPORT SERVICES	\$252.11
320175	01/06/2023	Accounts Payable	COLONIAL SUPPLEMENTAL MONTANA	\$4,095.48
320176	01/06/2023	Accounts Payable	CORP - AOC	\$19,719.91
320177	01/06/2023	Accounts Payable	CORP - DISPATCHER	\$516.79
320178	01/06/2023	Accounts Payable	CORRECTIONS OFFICER RETIREMENT PLAN	\$7,607.44
320179	01/06/2023	Accounts Payable	ELECTED OFFICIALS DEFINED CONTRIBUTION RETIREMENT PLAN	\$53.22
320180	01/06/2023	Accounts Payable	ELECTED OFFICIALS RETIREMENT PLAN	\$12,790.22
320181	01/06/2023	Accounts Payable	EORP LEGACY	\$16,561.18
320182	01/06/2023	Accounts Payable	FABER AND BRAND LLC	\$310.34
320183	01/06/2023	Accounts Payable	FIDUCIARY TRUST COMPANY OF NEW HAMPSHIRE	\$437.50
320184	01/06/2023	Accounts Payable	FRATERNAL ORDER OF POLICE	\$157.44
320185	01/06/2023	Accounts Payable	GILSBAR FSA	\$1,625.01
320186	01/06/2023	Accounts Payable	GILSBAR HSA	\$3,406.63
320187	01/06/2023	Accounts Payable	JP MORGAN CHASE DOR	\$31,192.72
320188	01/06/2023	Accounts Payable	JP MORGAN CHASE FEDERAL TAX	\$82,505.01
320189	01/06/2023	Accounts Payable	JP MORGAN CHASE FICA EE	\$68,918.04
320190	01/06/2023	Accounts Payable	JP MORGAN CHASE FICA ER	\$68,918.04
320191	01/06/2023	Accounts Payable	JP MORGAN CHASE MEDICARE EE	\$16,269.51
320192	01/06/2023	Accounts Payable	JP MORGAN CHASE MEDICARE ER	\$16,269.51
320193	01/06/2023	Accounts Payable	METLIFE	\$400.00
320194	01/06/2023	Accounts Payable	MODERN WOODMEN OF AMERICA	\$7.77
320195	01/06/2023	Accounts Payable	NATIONWIDE RETIREMENT SOLUTIONS	\$3,908.16
320196	01/06/2023	Accounts Payable	NATIONWIDE RETIREMENT SOLUTIONS	\$2,355.00
320197	01/06/2023	Accounts Payable	NATIONWIDE TRUST Co FBO NRS	\$10,483.36

# Payment Register

From Payment Date: 1/1/2023 - To Payment Date: 1/31/2023

320198	01/06/2023	Accounts Payable	NORTHERN ARIZONA LAW	\$595.00
320199	01/06/2023	Accounts Payable	ENFORCEMENT ASSOC	
320200	01/06/2023	Accounts Payable	PUBLIC SAFETY PERSONNEL	\$18,390.82
320201	01/06/2023	Accounts Payable	SECURITY BENEFIT GROUP	\$1,285.00
320202	01/06/2023	Accounts Payable	SUPPORT PAYMENT	\$2,357.52
320203	01/06/2023	Accounts Payable	CLEARINGHOUSE	
320204	01/06/2023	Accounts Payable	TRUST ACCOUNT OF JAMES R	\$220.45
320205	01/06/2023	Accounts Payable	VALUQUAN, PC	
320206	01/06/2023	Accounts Payable	WI SCTF	\$265.97
320207	01/05/2023	Accounts Payable	Alexander Legal LLC	\$3,154.00
320208	01/05/2023	Accounts Payable	Allegiance Builders LLC	\$11,041.00
320209	01/05/2023	Accounts Payable	Atomic Pest Control LLC	\$1,277.00
320210	01/05/2023	Accounts Payable	Bernays, Michael, B	\$6,000.00
320211	01/05/2023	Accounts Payable	BMS CAT of Arizona LLC	\$27,335.00
320212	01/05/2023	Accounts Payable	Bulman Miles Funeral Services	\$2,070.00
320213	01/05/2023	Accounts Payable	Canchola, Therese, C	\$92.56
320214	01/05/2023	Accounts Payable	Canyon Country Design Inc	\$29,482.50
320215	01/05/2023	Accounts Payable	Carahsoft Technology Corporation	\$10.99
320216	01/05/2023	Accounts Payable	Carolina Software Inc.	\$500.00
320217	01/05/2023	Accounts Payable	CenturyLink	\$1,387.44
320218	01/05/2023	Accounts Payable	CenturyLink	\$1,852.49
320219	01/05/2023	Accounts Payable	Chambers, Bryan, B	\$223.76
320220	01/05/2023	Accounts Payable	Channell, Regina	\$300.00
320221	01/05/2023	Accounts Payable	City of Globe	\$7,728.14
320222	01/05/2023	Accounts Payable	Cobre Valley Publishing	\$132.75
320223	01/05/2023	Accounts Payable	Coremr, LC	\$250.00
320224	01/05/2023	Accounts Payable	Data Storage Centers, Inc.	\$391.75
320225	01/05/2023	Accounts Payable	Debrigida Law Offices PLLC	\$9,000.00
320226	01/05/2023	Accounts Payable	DH Pace Company Inc.	\$5,362.60
320227	01/05/2023	Accounts Payable	Diana G. Montgomery, PLLC	\$6,400.00
320228	01/05/2023	Accounts Payable	DJ's Companies, Inc.	\$1,257.88
320229	01/05/2023	Accounts Payable	EarthQuest Plumbing & Pumping LLC	\$4,751.76
320230	01/05/2023	Accounts Payable	Emily Danies Attorney at Law, LLC	\$6,000.00
320231	01/05/2023	Accounts Payable	Gale	\$121.94
320232	01/05/2023	Accounts Payable	Geiser, PLC, Raymond	\$9,000.00
320233	01/05/2023	Accounts Payable	Gila Sweeping LLC	\$475.00
320234	01/05/2023	Accounts Payable	Gisela Valley Community Affairs	\$25.00
320235	01/05/2023	Accounts Payable	Association Inc	

# Payment Register

From Payment Date: 1/1/2023 - To Payment Date: 1/31/2023

320233	01/05/2023	Accounts Payable	Good News Group, LLC	\$1,500.00
320234	01/05/2023	Accounts Payable	JaLin Enterprises Inc.	\$1,380.12
320235	01/05/2023	Accounts Payable	Konica Minolta Business Solutions	\$943.49
320236	01/05/2023	Accounts Payable	KS StateBank	\$169.13
320237	01/05/2023	Accounts Payable	LATER GATOR INVESTMENTS LLC	\$2,990.00
320238	01/05/2023	Accounts Payable	Law, Dallin, D	\$8,040.04
320239	01/05/2023	Accounts Payable	Law Office of David W Bell LLC	\$3,000.00
320240	01/05/2023	Accounts Payable	LBiSat LLC	\$152.00
320241	01/05/2023	Accounts Payable	McCreary Group	\$211.20
320242	01/05/2023	Accounts Payable	Old Main Storage	\$435.00
320243	01/05/2023	Accounts Payable	Optimum	\$1,000.00
320244	01/05/2023	Accounts Payable	Optimum	\$124.45
320245	01/05/2023	Accounts Payable	Pacific Office Automation	\$458.24
320246	01/05/2023	Accounts Payable	R&M Repeater	\$1,430.82
320247	01/05/2023	Accounts Payable	Razor Thin Media, LLC	\$2,000.00
320248	01/05/2023	Accounts Payable	Rustin, Simeon	\$17.91
320249	01/05/2023	Accounts Payable	Rutledge , Adrien	\$18.57
320250	01/05/2023	Accounts Payable	Samaritan Veterinary Center	\$3,255.50
320251	01/05/2023	Accounts Payable	San Carlos Apache Tribe	\$150.61
320252	01/05/2023	Accounts Payable	Sanders Family Transport	\$1,700.00
320253	01/05/2023	Accounts Payable	Senenergy Petroleum	\$23,701.42
320254	01/05/2023	Accounts Payable	Smith, Stephen, B	\$1,083.80
320255	01/05/2023	Accounts Payable	Sparklight	\$148.07
320256	01/05/2023	Accounts Payable	Spire Solutions Inc	\$787.00
320257	01/05/2023	Accounts Payable	State of Arizona	\$117,767.00
320258	01/05/2023	Accounts Payable	TBS Waste LLC	\$126.50
320259	01/05/2023	Accounts Payable	The Master's Touch, LLC	\$15,855.00
320260	01/05/2023	Accounts Payable	Town of Payson	\$1,388.39
320261	01/05/2023	Accounts Payable	Triplet Mountain Communications, Inc.	\$6,048.07
320262	01/05/2023	Accounts Payable	UniFirst Corporation	\$329.97
320263	01/05/2023	Accounts Payable	Voakes, Donald, R	\$333.33
320264	01/05/2023	Accounts Payable	Waste Management of Arizona, Inc.	\$480.16
320265	01/05/2023	Accounts Payable	Waters Sparkletts of Payson, LLC	\$74.00
320266	01/06/2023	Accounts Payable	Advanced Controls Corporation	\$4,725.00

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320267	01/06/2023	Accounts Payable	Arizona Department of Administration	\$2,722.06
320268	01/06/2023	Accounts Payable	Arizona Public Service	\$37,294.01
320269	01/06/2023	Accounts Payable	Arizona State Prison Globe	\$74.50
320270	01/06/2023	Accounts Payable	AT&T Mobility LLC	\$43.53
320271	01/06/2023	Accounts Payable	C&M Communications LLC	\$836.22
320272	01/06/2023	Accounts Payable	Center for Disease Detection	\$234.00
320273	01/06/2023	Accounts Payable	Clark Arizona Legal Services PC	\$8,433.70
320274	01/06/2023	Accounts Payable	Cordant Health Solutions	\$1,161.55
320275	01/06/2023	Accounts Payable	County of Graham	\$40,350.00
320276	01/06/2023	Accounts Payable	CPR Arizona	\$520.00
320277	01/06/2023	Accounts Payable	Davies, Beth, A	\$150.00
320278	01/06/2023	Accounts Payable	Destiny Software, Inc.	\$3,800.00
320279	01/06/2023	Accounts Payable	GreatAmerica Leasing Corporation	\$200.25
320280	01/06/2023	Accounts Payable	Hatfield , Staci	\$80.25
320281	01/06/2023	Accounts Payable	Hill, Michael	\$26.33
320282	01/06/2023	Accounts Payable	Interstate Copy Shop	\$41.59
320283	01/06/2023	Accounts Payable	Iron Mountain	\$276.17
320284	01/06/2023	Accounts Payable	Jafetsdottir, Svanhildur	\$1,820.00
320285	01/06/2023	Accounts Payable	Jonathan L. Warshaw	\$6,000.00
320286	01/06/2023	Accounts Payable	Law, Dallin, D	\$1,400.00
320287	01/06/2023	Accounts Payable	Martinez, Lori	\$1,215.00
320288	01/06/2023	Accounts Payable	Matlock Gas & Equipment Company, Inc.	\$2,134.02
320289	01/06/2023	Accounts Payable	McCutcheon, Psy.D., PLLC, Jeni	\$400.00
320290	01/06/2023	Accounts Payable	Messinger Payson Funeral Home	\$2,059.17
320291	01/06/2023	Accounts Payable	ODP Business Solutions, LLC	\$114.33
320292	01/06/2023	Accounts Payable	Pima County Government	\$20.00
320293	01/06/2023	Accounts Payable	POINT EMBLEMS LLC	\$3,775.00
320294	01/06/2023	Accounts Payable	Policy Development Group Inc.	\$5,000.00
320295	01/06/2023	Accounts Payable	Ripple , Denice	\$771.90
320296	01/06/2023	Accounts Payable	Roxanna Patterson Freelance Interpreter-Translator	\$720.00
320297	01/06/2023	Accounts Payable	Scott, John	\$73.28
320298	01/06/2023	Accounts Payable	Senergy Petroleum	\$3,220.63
320300	01/06/2023	Accounts Payable	State Bar of Arizona	\$570.00
320301	01/06/2023	Accounts Payable	State Bar of Arizona	\$505.00

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320302	01/06/2023	Accounts Payable	Stephen R. Jones Attorney at Law, PLLC	\$6,400.00
320303	01/06/2023	Accounts Payable	Triplet Mountain Communications, Inc.	\$55.90
320304	01/06/2023	Accounts Payable	UniFirst Corporation	\$490.60
320305	01/06/2023	Accounts Payable	VERIZON WIRELESS	\$1,545.75
320306	01/06/2023	Accounts Payable	Wisdom, Edward, E	\$245.60
320307	01/06/2023	Accounts Payable	Wowza LLC	\$122,888.88
320308	01/09/2023	Accounts Payable	Gila County Government	\$272,315.65
320309	01/12/2023	Accounts Payable	Gooday, Rosie, A	\$155.00
320310	01/12/2023	Accounts Payable	Advanced Controls Corporation	\$490.00
320311	01/12/2023	Accounts Payable	Alliant Arizona Propane, LLC	\$1,824.30
320312	01/12/2023	Accounts Payable	Anderson, Jamilyn	\$86.96
320313	01/12/2023	Accounts Payable	Arizona Department of Environmental Quality	\$5,000.00
320314	01/12/2023	Accounts Payable	Braddock, Karrol, L	\$81.88
320315	01/12/2023	Accounts Payable	Carlson, Christina	\$85.44
320316	01/12/2023	Accounts Payable	CenturyLink	\$883.23
320317	01/12/2023	Accounts Payable	Cobre Valley Regional Medical Center	\$814.00
320318	01/12/2023	Accounts Payable	Community Bridges, Inc.	\$11,100.00
320319	01/12/2023	Accounts Payable	Dixon Rock & Materials LLC	\$6,720.00
320320	01/12/2023	Accounts Payable	Dollywood Foundation	\$2,883.50
320321	01/12/2023	Accounts Payable	Fox Law Group PC	\$1,200.00
320322	01/12/2023	Accounts Payable	Gerard , Cristie , A	\$78.32
320323	01/12/2023	Accounts Payable	Gila County Government	\$384.33
320324	01/12/2023	Accounts Payable	GreatAmerica Leasing Corporation	\$342.71
320325	01/12/2023	Accounts Payable	Griffin's Propane, Inc.	\$159.05
320326	01/12/2023	Accounts Payable	Haverland, Mike , Lance	\$97.50
320327	01/12/2023	Accounts Payable	HealthEquity, Inc	\$211.35
320328	01/12/2023	Accounts Payable	JAYICH, KEVIN	\$100.00
320329	01/12/2023	Accounts Payable	Kenz & Leslie of Arizona, Inc.	\$645.03
320330	01/12/2023	Accounts Payable	Law Office of Timothy V Nelson, LLC	\$6,000.00
320331	01/12/2023	Accounts Payable	Lionbridge Technologies, Inc	\$13.60
320332	01/12/2023	Accounts Payable	LUX, KYLE	\$100.00
320333	01/12/2023	Accounts Payable	Mountaingate Estates LLC	\$3,948.23
320334	01/12/2023	Accounts Payable	Ortiz, P.C., Anna , C.	\$35,000.00
320335	01/12/2023	Accounts Payable	Pinal County	\$93,750.00

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320336	01/12/2023	Accounts Payable	Pine-Strawberry Water Improvement	\$82.82
320337	01/12/2023	Accounts Payable	Point Emblems LLC	\$2,550.00
320338	01/12/2023	Accounts Payable	ProForce Law Enforcement	\$468.04
320339	01/12/2023	Accounts Payable	Rim Communications	\$1,500.91
320340	01/12/2023	Accounts Payable	Salt River Project	\$587.73
320341	01/12/2023	Accounts Payable	Senergy Petroleum	\$18,876.67
320342	01/12/2023	Accounts Payable	Shred-It	\$197.24
320343	01/12/2023	Accounts Payable	TDS Telecom	\$424.62
320344	01/12/2023	Accounts Payable	The Susser Law Firm PLLC	\$1,000.00
320345	01/12/2023	Accounts Payable	US POSTAL SERVICE POSTAGE BY	\$3,994.00
320346	01/12/2023	Accounts Payable	Wolak, David	\$298.15
320347	01/12/2023	Accounts Payable	ARIZONA COUNTIES WORKERS	\$107,588.20
320348	01/13/2023	Accounts Payable	A CUT ABOVE PAINTING LLC	\$19,283.74
320349	01/13/2023	Accounts Payable	Alliant Arizona Propane, LLC	\$657.47
320350	01/13/2023	Accounts Payable	Arizona Counties Insurance Pool	\$12,336.59
320351	01/13/2023	Accounts Payable	Arizona Department of Environmental	\$150.00
320352	01/13/2023	Accounts Payable	Arizona Department of Revenue	\$192.70
320353	01/13/2023	Accounts Payable	Arizona Public Service	\$502.48
320355	01/13/2023	Accounts Payable	Arrowhead Resellers Corp.	\$2,425.00
320356	01/13/2023	Accounts Payable	Atomic Pest Control LLC	\$50.00
320357	01/13/2023	Accounts Payable	BI Inc	\$249.07
320358	01/13/2023	Accounts Payable	BMS CAT of Arizona LLC	\$54,000.00
320359	01/13/2023	Accounts Payable	Carahsoft Technology Corporation	\$624.43
320360	01/13/2023	Accounts Payable	CBI Security Service	\$20,212.50
320361	01/13/2023	Accounts Payable	CenturyLink	\$1,021.01
320362	01/13/2023	Accounts Payable	CenturyLink	\$829.15
320363	01/13/2023	Accounts Payable	Channell, Regina	\$300.00
320364	01/13/2023	Accounts Payable	Cobre Valley Publishing	\$75.75
320365	01/13/2023	Accounts Payable	Collins & Collins, Attorneys At Law, LLP	\$13,354.00
320366	01/13/2023	Accounts Payable	Cordant Health Solutions	\$165.71
320367	01/13/2023	Accounts Payable	County of Yavapai	\$9,750.00
320368	01/13/2023	Accounts Payable	DELAHAYE, LUKE	\$100.00
320369	01/13/2023	Accounts Payable	Dowler, Duane	\$150.00
320370	01/13/2023	Accounts Payable	EarthQuest Plumbing & Pumping LLC	\$1,140.00

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320371	01/13/2023	Accounts Payable	Family Transitions	\$1,805.00
320372	01/13/2023	Accounts Payable	Green Valley Water	\$746.88
320373	01/13/2023	Accounts Payable	Gregan & Associates	\$6,000.00
320374	01/13/2023	Accounts Payable	HLP, Inc.	\$14.70
320375	01/13/2023	Accounts Payable	JaLin Enterprises Inc.	\$770.88
320376	01/13/2023	Accounts Payable	Kirby Psychological Services	\$400.00
320377	01/13/2023	Accounts Payable	KMOG Radio	\$2,400.00
320378	01/13/2023	Accounts Payable	Konica Minolta Business Solutions	\$405.96
320379	01/13/2023	Accounts Payable	McKesson Medical-Surgical Government	\$7.00
320380	01/13/2023	Accounts Payable	Motorola Solutions Inc	\$8,427.13
320381	01/13/2023	Accounts Payable	Optimum	\$1,624.81
320382	01/13/2023	Accounts Payable	Optimum	\$146.58
320383	01/13/2023	Accounts Payable	Patriot Remodel & Repair LLC	\$150.00
320384	01/13/2023	Accounts Payable	Payson Justice Court	\$11.05
320385	01/13/2023	Accounts Payable	Payson Magistrate Court	\$31.86
320386	01/13/2023	Accounts Payable	Payson Roundup Newspaper	\$254.85
320387	01/13/2023	Accounts Payable	Pegboard	\$274.54
320388	01/13/2023	Accounts Payable	Pinal County	\$14,227.00
320389	01/13/2023	Accounts Payable	POLK, SHALANA, ANNA MARIE	\$307.20
320390	01/13/2023	Accounts Payable	R&M Repeater	\$1,430.82
320391	01/13/2023	Accounts Payable	R&S Northeast LLC	\$500.34
320392	01/13/2023	Accounts Payable	Samaritan Veterinary Center	\$150.00
320393	01/13/2023	Accounts Payable	Spalink, Charles	\$150.00
320394	01/13/2023	Accounts Payable	Sparklight	\$3,366.26
320395	01/13/2023	Accounts Payable	Stanley Convergent Security Solutions	\$4,475.28
320396	01/13/2023	Accounts Payable	State of Arizona	\$2,125.00
320397	01/13/2023	Accounts Payable	TDS Telecom	\$164.51
320398	01/13/2023	Accounts Payable	Thermo-Fluids, Inc.	\$25.00
320399	01/13/2023	Accounts Payable	Thomson Reuters West	\$2,900.71
320400	01/13/2023	Accounts Payable	Uline, Inc	\$104.34
320401	01/13/2023	Accounts Payable	UniFirst Corporation	\$328.86
320402	01/13/2023	Accounts Payable	Waters Sparkletts of Payson, LLC	\$45.00
320403	01/13/2023	Accounts Payable	Westwood Pharmacy	\$4,729.05
320404	01/13/2023	Accounts Payable	WICKS, MICHAEL	\$100.00



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320405	01/18/2023	Accounts Payable	Arizona State Prison Globe	\$52.00
320406	01/18/2023	Accounts Payable	ATC Group Services LLC	\$6,306.25
320407	01/18/2023	Accounts Payable	BI Inc	\$56.31
320408	01/18/2023	Accounts Payable	CenturyLink	\$1,248.02
320409	01/18/2023	Accounts Payable	Channell, Regina	\$300.00
320410	01/18/2023	Accounts Payable	COURTESY FORD OF GLOBE LLC	\$70,090.90
320411	01/18/2023	Accounts Payable	Cross, James	\$97.10
320412	01/18/2023	Accounts Payable	Flake, Brigham	\$93.03
320413	01/18/2023	Accounts Payable	Haven of Globe LLC	\$40,244.20
320414	01/18/2023	Accounts Payable	Haverland, Mike , Lance	\$101.25
320415	01/18/2023	Accounts Payable	Heinfeld, Meech & Co., P.C.	\$53,456.25
320416	01/18/2023	Accounts Payable	Humphrey , Tim	\$443.22
320417	01/18/2023	Accounts Payable	JaLin Enterprises Inc.	\$963.60
320418	01/18/2023	Accounts Payable	Kesterson, Isaiah	\$400.00
320419	01/18/2023	Accounts Payable	Kimley-Horn & Associates, Inc.	\$8,750.65
320420	01/18/2023	Accounts Payable	Konica Minolta Business Solutions	\$221.94
320421	01/18/2023	Accounts Payable	Law Office of Jerry B Derose, P.C.	\$1,015.00
320422	01/18/2023	Accounts Payable	LeClair Callhan Advertising, LLC	\$850.00
320423	01/18/2023	Accounts Payable	McLarty, Robert, G	\$144.18
320424	01/18/2023	Accounts Payable	MICIOTTO, MADELINE	\$876.65
320425	01/18/2023	Accounts Payable	MOORE INSURANCE AGENCY	\$20,640.00
320426	01/18/2023	Accounts Payable	Mountain Home Interiors	\$17,462.11
320427	01/18/2023	Accounts Payable	ODP Business Solutions, LLC	\$52.08
320428	01/18/2023	Accounts Payable	Payson Roundup Newspaper	\$564.81
320429	01/18/2023	Accounts Payable	PITNEY BOWES INC	\$37.81
320430	01/18/2023	Accounts Payable	Pleasant Valley Community Council	\$200.00
320431	01/18/2023	Accounts Payable	Rutherford, Nancy, Kay	\$53.41
320432	01/18/2023	Accounts Payable	Sanders Family Transport	\$850.00
320433	01/18/2023	Accounts Payable	Senergy Petroleum	\$3,519.88
320434	01/18/2023	Accounts Payable	Service Plus	\$950.00
320435	01/18/2023	Accounts Payable	Sims Mackin LTD	\$202.50
320436	01/18/2023	Accounts Payable	Southwest Gas	\$446.23
320437	01/18/2023	Accounts Payable	Swanson Services Corporation	\$705.60
320438	01/18/2023	Accounts Payable	T-Mobile USA Inc.	\$655.17



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320439	01/18/2023	Accounts Payable	Thomson Reuters West	\$10,800.16
320440	01/18/2023	Accounts Payable	Tioga Solor Gila, LLC	\$5,778.13
320441	01/18/2023	Accounts Payable	UniFirst Corporation	\$142.62
320442	01/18/2023	Accounts Payable	Vela, Homero	\$698.54
320443	01/18/2023	Accounts Payable	VERIZON WIRELESS	\$32,193.76
320444	01/18/2023	Accounts Payable	Votruba, Elaine, M	\$398.72
320445	01/18/2023	Accounts Payable	Waters Sparkletts of Payson, LLC	\$110.50
320446	01/18/2023	Accounts Payable	Wright , Timothy	\$663.55
320448	01/20/2023	Accounts Payable	AMERICAN FAMILY LIFE ASSURANCE	\$3,303.27
320449	01/20/2023	Accounts Payable	ARIZONA LOCAL GOVT EMPLOYEE	\$250,422.43
320450	01/20/2023	Accounts Payable	ARIZONA STATE RETIREMENT	\$192,860.88
320451	01/20/2023	Accounts Payable	AZCOPS	\$13.50
320452	01/20/2023	Accounts Payable	CHILD SUPPORT SERVICES	\$252.11
320453	01/20/2023	Accounts Payable	COLONIAL SUPPLEMENTAL	\$4,095.48
320454	01/20/2023	Accounts Payable	CORP - AOC	\$19,222.96
320455	01/20/2023	Accounts Payable	CORP - DISPATCHER	\$538.18
320456	01/20/2023	Accounts Payable	CORRECTIONS OFFICER	\$7,678.10
320457	01/20/2023	Accounts Payable	ELECTED OFFICIALS DEFINED	\$54.48
320458	01/20/2023	Accounts Payable	ELECTED OFFICIALS RETIREMENT	\$12,790.22
320459	01/20/2023	Accounts Payable	EORP LEGACY	\$17,189.09
320460	01/20/2023	Accounts Payable	FABER AND BRAND LLC	\$310.34
320461	01/20/2023	Accounts Payable	FIDUCIARY TRUST COMPANY OF	\$437.50
320462	01/20/2023	Accounts Payable	FRATERNAL ORDER OF POLICE	\$157.44
320463	01/20/2023	Accounts Payable	GILSBAR FSA	\$1,591.68
320464	01/20/2023	Accounts Payable	GILSBAR HSA	\$3,406.63
320465	01/20/2023	Accounts Payable	JP MORGAN CHASE DOR	\$38,764.24
320466	01/20/2023	Accounts Payable	JP MORGAN CHASE FEDERAL TAX	\$138,521.76
320467	01/20/2023	Accounts Payable	JP MORGAN CHASE FICA EE	\$86,385.44
320468	01/20/2023	Accounts Payable	JP MORGAN CHASE FICA ER	\$86,385.44
320469	01/20/2023	Accounts Payable	JP MORGAN CHASE MEDICARE EE	\$20,371.88
320470	01/20/2023	Accounts Payable	JP MORGAN CHASE MEDICARE ER	\$20,371.88
320471	01/20/2023	Accounts Payable	METLIFE	\$400.00
320472	01/20/2023	Accounts Payable	MODERN WOODMEN OF AMERICA	\$7.77
320473	01/20/2023	Accounts Payable	NATIONWIDE RETIREMENT	\$3,908.16

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320474	01/20/2023	Accounts Payable	NATIONWIDE RETIREMENT SOLUTIONS	\$2,355.00
320475	01/20/2023	Accounts Payable	NATIONWIDE TRUST Co FBO NRS	\$10,429.77
320476	01/20/2023	Accounts Payable	NORTHERN ARIZONA LAW ENFORCEMENT ASSOC	\$595.00
320477	01/20/2023	Accounts Payable	PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM	\$17,948.40
320478	01/20/2023	Accounts Payable	SECURITY BENEFIT GROUP	\$1,285.00
320479	01/20/2023	Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	\$2,731.52
320480	01/20/2023	Accounts Payable	TRUST ACCOUNT OF JAMES R VAUGHAN, JR	\$220.45
320481	01/20/2023	Accounts Payable	WI SCTF	\$265.97
320482	01/23/2023	Accounts Payable	Advantage Home Performance, Inc	\$18,357.00
320483	01/23/2023	Accounts Payable	Arizona Freelance Interpreting Services	\$150.00
320484	01/23/2023	Accounts Payable	Arizona Public Service	\$4,326.95
320485	01/23/2023	Accounts Payable	Arizona Water Company	\$69.69
320486	01/23/2023	Accounts Payable	Arrowhead Resellers Corp.	\$242.63
320487	01/23/2023	Accounts Payable	Banner - University Medical Group	\$150.00
320488	01/23/2023	Accounts Payable	BI Inc	\$1,908.05
320489	01/23/2023	Accounts Payable	CenturyLink	\$644.37
320490	01/23/2023	Accounts Payable	Christina Apartments	\$158.00
320491	01/23/2023	Accounts Payable	City of Globe	\$2,250.00
320492	01/23/2023	Accounts Payable	Copper State Sanitation, Inc	\$1,160.00
320493	01/23/2023	Accounts Payable	Dease, Iona	\$2,160.00
320494	01/23/2023	Accounts Payable	Dixon Rock & Materials LLC	\$6,720.00
320495	01/23/2023	Accounts Payable	Economy Inn	\$600.00
320496	01/23/2023	Accounts Payable	FedEx	\$85.66
320497	01/23/2023	Accounts Payable	Gale	\$171.39
320498	01/23/2023	Accounts Payable	Griffin's Propane, Inc.	\$72.26
320499	01/23/2023	Accounts Payable	Griffin's Propane, Inc.	\$228.82
320500	01/23/2023	Accounts Payable	MCI Communication Services, Inc.	\$37.98
320501	01/23/2023	Accounts Payable	Messinger Payson Funeral Home	\$1,277.52
320502	01/23/2023	Accounts Payable	Microage	\$321.33
320503	01/23/2023	Accounts Payable	Payson Property Management LLC	\$1,500.00
320504	01/23/2023	Accounts Payable	Quadient Leasing USA, Inc.	\$342.28
320505	01/23/2023	Accounts Payable	Rives, Larry, Leroy	\$555.36
320506	01/23/2023	Accounts Payable	Senergy Petroleum	\$46,545.75
320507	01/23/2023	Accounts Payable	Sentinel Technologies, Inc.	\$6,975.00

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From Payment Date: 1/1/2023 - To Payment Date: 1/31/2023

320508	01/23/2023	Accounts Payable	Sparkletts Water	\$675.00
320509	01/23/2023	Accounts Payable	SPENCER, CHRIS	\$350.00
320510	01/23/2023	Accounts Payable	Stanley Convergent Security Solutions	\$8,338.88
320511	01/23/2023	Accounts Payable	State of Arizona	\$40.00
320512	01/23/2023	Accounts Payable	UniFirst Corporation	\$318.83
320513	01/23/2023	Accounts Payable	Waters Sparkletts of Payson, LLC	\$7.50
320514	01/23/2023	Accounts Payable	Wilson Investigative Services	\$1,640.00
320515	01/25/2023	Accounts Payable	TURNER, CAROLINE	\$2,798.16
320516	01/25/2023	Accounts Payable	Arizona Department of Economic Community	\$3,877.88
320517	01/25/2023	Accounts Payable	Arizona Elite Commercial	\$3,007.72
320519	01/25/2023	Accounts Payable	AT&T	\$45.53
320520	01/25/2023	Accounts Payable	Bryan, Michael	\$900.00
320521	01/25/2023	Accounts Payable	CenturyLink	\$400.61
320522	01/25/2023	Accounts Payable	CenturyLink Business Services	\$316.72
320523	01/25/2023	Accounts Payable	Cobre Valley Publishing	\$413.20
320524	01/25/2023	Accounts Payable	Community Alliance Consulting	\$301,216.00
320525	01/25/2023	Accounts Payable	Friends of Miami Memorial Library	\$2,250.00
320526	01/25/2023	Accounts Payable	GlaxoSmithKline LLC	\$630.27
320527	01/25/2023	Accounts Payable	Globe Marketplace LP	\$2,834.90
320528	01/25/2023	Accounts Payable	Haverland, Mike , Lance	\$82.50
320529	01/25/2023	Accounts Payable	Hernandez, Sylvia , A	\$4.48
320530	01/25/2023	Accounts Payable	Inmar Marine Group	\$26,591.90
320531	01/25/2023	Accounts Payable	Isabelle Hunt Memorial Public Library	\$2,250.00
320532	01/25/2023	Accounts Payable	JaLin Enterprises Inc.	\$770.88
320533	01/25/2023	Accounts Payable	Johnson, Patricia, V	\$76.87
320534	01/25/2023	Accounts Payable	Kesterson, Isaiah	\$200.00
320535	01/25/2023	Accounts Payable	KS StateBank	\$169.13
320536	01/25/2023	Accounts Payable	Library Friends of Payson, Inc.	\$2,250.00
320537	01/25/2023	Accounts Payable	Malwarebytes Inc.	\$2,747.50
320538	01/25/2023	Accounts Payable	ODP Business Solutions, LLC	\$222.05
320539	01/25/2023	Accounts Payable	Pacific Office Automation	\$81.45
320540	01/25/2023	Accounts Payable	Payson Roundup Newspaper	\$200.08
320541	01/25/2023	Accounts Payable	Ripple , Denice	\$146.34
320542	01/25/2023	Accounts Payable	Schaal , Karrie	\$4.75

# Payment Register

From Payment Date: 1/1/2023 - To Payment Date: 1/31/2023

320543	01/25/2023	Accounts Payable	Scott, Timothy, K	\$100.00
320544	01/25/2023	Accounts Payable	Southwest Gas	\$2,344.71
320545	01/25/2023	Accounts Payable	Sparkletts Water	\$42.00
320546	01/25/2023	Accounts Payable	Sparklight	\$530.88
320547	01/25/2023	Accounts Payable	SPOK, Inc.	\$16.22
320548	01/25/2023	Accounts Payable	TDS Telecom	\$206.46
320549	01/25/2023	Accounts Payable	TDS Telecom	\$424.62
320550	01/25/2023	Accounts Payable	The Arizona Partnership for Immunities	\$911.60
320551	01/25/2023	Accounts Payable	The University of Arizona	\$17,500.00
320552	01/25/2023	Accounts Payable	Tonto Basin Public Library	\$2,250.00
320553	01/25/2023	Accounts Payable	Trimble, LynnDee	\$4.48
320554	01/25/2023	Accounts Payable	Viking Specialty Contracting	\$1,831.40
320555	01/25/2023	Accounts Payable	Weaver, Nicole, L	\$97.88
320556	01/25/2023	Accounts Payable	Young Public Library	\$2,250.00
320557	01/27/2023	Accounts Payable	Alvarez, Alfonso	\$251.88
320558	01/27/2023	Accounts Payable	Arizona Public Service	\$978.56
320559	01/27/2023	Accounts Payable	Arizona State Prison Complex - Safford	\$49.84
320560	01/27/2023	Accounts Payable	Arizona Water Company	\$275.95
320561	01/27/2023	Accounts Payable	Banner - University Medical Group	\$1,050.00
320562	01/27/2023	Accounts Payable	Benedetto, Malinda	\$120.35
320563	01/27/2023	Accounts Payable	Cardinal Health 110, LLC	\$687.52
320564	01/27/2023	Accounts Payable	CDW Government	\$1,683.16
320565	01/27/2023	Accounts Payable	CenturyLink	\$296.35
320566	01/27/2023	Accounts Payable	Channell, Regina	\$300.00
320567	01/27/2023	Accounts Payable	Guardian RFID	\$1,836.99
320568	01/27/2023	Accounts Payable	HonorHealth	\$1,038.00
320569	01/27/2023	Accounts Payable	INTERNAL REVENUE SERVICE	\$290.61
320570	01/27/2023	Accounts Payable	JP MORGAN CHASE DOR	\$5.56
320571	01/27/2023	Accounts Payable	Kenz & Leslie of Arizona, Inc.	\$186.24
320572	01/27/2023	Accounts Payable	Kesterson, Isaiah	\$200.00
320573	01/27/2023	Accounts Payable	Kimley-Horn & Associates, Inc.	\$9,095.43
320574	01/27/2023	Accounts Payable	Konica Minolta Business Solutions USA, Inc.	\$736.19
320575	01/27/2023	Accounts Payable	Matlock Gas & Equipment Company, Inc.	\$3,268.16
320576	01/27/2023	Accounts Payable	MTE Communications	\$330.00

# Payment Register

From Payment Date: 1/1/2023 - To Payment Date: 1/31/2023

320577	01/27/2023	Accounts Payable	OffenderWatch	\$158.40
320578	01/27/2023	Accounts Payable	Payson Roundup Newspaper	\$291.02
320579	01/27/2023	Accounts Payable	Rives, Larry, Leroy	\$473.20
320580	01/27/2023	Accounts Payable	Roxanna Patterson Freelance Interpreter-	\$580.00
320581	01/27/2023	Accounts Payable	Sparkletts Water	\$195.00
320582	01/27/2023	Accounts Payable	Tonto Basin Chamber of Commerce	\$25.00
320583	01/27/2023	Accounts Payable	UniFirst Corporation	\$144.14
320584	01/27/2023	Accounts Payable	Waters Sparkletts of Payson, LLC	\$28.50
320585	01/27/2023	Accounts Payable	Western Reprographics, LLC	\$180.24
320586	01/27/2023	Accounts Payable	Johnson, Heather	\$8.00
Type Check Totals: 414 Transactions				<hr/> \$3,955,435.17
JP Morgan AP - JP Morgan Accounts Payable Totals				

# Payment Register

From Payment Date: 1/1/2023 - To Payment Date: 1/31/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount
JP Morgan AP - JP Morgan Accounts Payable							
<u>Check</u>							
320169	01/05/2023	Voided	Ach Direct Deposit	01/05/2023	Accounts Payable	JP MORGAN CHASE ACH DEPOSIT	\$770,120.75
320206	01/05/2023	Voided	Other Void	01/23/2023	Accounts Payable	Arizona State Prison Globe	\$361.06
320299	01/06/2023	Voided	Other Void	01/24/2023	Accounts Payable	Service First Realty LLC	\$1,470.00
320354	01/13/2023	Voided	Other Void	01/31/2023	Accounts Payable	Arizona State Prison Globe	\$357.94
320447	01/19/2023	Voided	Ach Direct Deposit	01/19/2023	Accounts Payable	JP MORGAN CHASE ACH DEPOSIT	\$968,456.30
320518	01/25/2023	Voided	Other Void	01/26/2023	Accounts Payable	Arizona State Prison Globe	\$289.81
Type Check Totals:					6 Transactions		<u>\$1,741,055.86</u>

**ARF-7838**

**Consent Agenda Item 5. F.**

**Regular BOS Meeting**

**Meeting Date:** 02/21/2023

**Reporting Period:** Report for County Manager Approved Contracts Under \$50,000 for the month of January

**Submitted For:** Maryn Belling, Finance Director

**Submitted By:** Stacey Espinoza, Administrative Assistant

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**Information**

**Subject**

Report for the County Manager approved contracts under \$50,000 for the month of January.

**Suggested Motion**

Acknowledgment of the report for the County Manager approved contracts under \$50,000 for the month of January.

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**Attachments**

County Manager Under 50K for January

Service Agreement No. 112822 with Easton Sales & Service

Professional Services Contract No. 011723 with Queen Creek Law Firm

Professional Services Contract No. 011923 with Copper Wren Law, PLLC.

Service Agreement No. 122022 with Conference Technologies, Inc.

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Contracts Under \$50,000 Signed by  
the County Manager for the month of  
January 2023

Vendor	Contract Number	Amount	Contract Term	Summary	Contract Options	Contract Cumulative
Eaton Sales & Service	Service Agreement No.. 112822	\$ 15,562.91	1/24/2023 - 6/30/2023	Remove and replace old fuel dispenser at the Tonto Basin yard	New, no renewals	\$ 15,562.91
Queen Creek Law Firm	Professional Services Contract No. 011723	\$ 12,000.00	1/30/2023 - 6/30/2023	Gila County is entering into contracts with Tyler Allen to provide representation for felony cases in Gila County Superior Court, as well as Guardianship/Probate cases beginning January 30, 2023 through June 30, 2023. This contract is necessitated by the County's receipt of Notice of Termination of these contracts by Joseph Collins, who has accepted employment with the Gila County Attorney's Office.	New, no renewals	\$ 12,000.00
Copper Wren Law, PLLC	Professional Services Contract No. 011923	\$ 36,600.00	1/30/2023 - 6/30/2023	Gila County is entering into contracts with Dan Benjamin to provide representation for felony cases in Gila County Superior Court, as well as Guardianship/Probate cases beginning January 30, 2023 through June 30, 2023. This contract is necessitated by the County's receipt of Notice of Termination of these contracts by Joseph Collins, who has accepted employment with the Gila County Attorney's Office.	New, no renewals	\$ 36,600.00
Conference Technologies	Service Agreement No.122022	\$ 19,868.07	1/1/2023 - 6/30/2023	Using the FTG Fund to upgrade the AV System for Justice Court Hearing room to meet the demands of public access to courts and the ability for attorney's and defendants to appear by ZOOM. This also falls inline with Administrative Order A02022-08 Presumptive Standards for Remote in-person hearings.	New, no renewals	\$ 19,868.07



**SERVICE AGREEMENT NO. 112822**  
**FUEL DISPENSER REPLACEMENT-STAR VALLEY**  
**FUEL MANAGEMENT**

**THIS AGREEMENT**, made and entered into this 24<sup>th</sup> day of January, 2023, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Eaton Sales & Service, of the City of Phoenix, 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 manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in a similar locality and to the satisfaction of the County under the direction of the **Fuel Management Director** or designee.

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

Scope of Work: Refer to attached Attachment "A" to **Service Agreement 112822** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 112822** 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 112822**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

**ARTICLE 2 - TERMINATION:** The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

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

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

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

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

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

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

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

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

- a. The policy shall be endorsed to include the following additional insured language: "The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

**2. Worker's Compensation and Employers' Liability**

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

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

3. **Automobile Liability**

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)

\$1,000,000

a. The policy shall be endorsed to include the following additional insured language:

**The County of Gila shall be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".**

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

Each Claim

\$1,000,000

Annual Aggregate

\$2,000,000

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

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

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

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, except after ten (10) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St, Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

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

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

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

All certificates required by this Contract shall be sent directly to **Gila County Procurement Department, 1400 E. Ash St., Globe, AZ, 85501** or email to [bhurst@gilacountyaz.gov](mailto:bhurst@gilacountyaz.gov). The County project/contract number and project description shall be noted on the certificate of insurance.

The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

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

**ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE:** As required by A.R.S. § 41-4401, Contractor hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Contractor further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the e-verify program. If Contractor uses any subcontractors in performance of the Agreement, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the e-verify program. A breach of this warranty shall be deemed a material breach of the Agreement subject to penalties up to and including termination of this Agreement. Contractor shall not be deemed in material breach if it and its subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the e-verify requirements contained in A.R.S. § 23-214(A). The County retains the legal right to inspect the papers of the other party and its subcontractors engaged in performance of this Agreement to ensure that the other party and its subcontractors are complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

**ARTICLE 6 - 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 7 - WARRANTY:** Contractor represents that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor represents that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor represents that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used.

If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor represents that such goods or services will be fit for such particular purpose. Contractor represents that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns.

Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

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

**ARTICLE 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 represents that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

**ARTICLE 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.

**ARTICLE 16- PAYMENT/BILLING:** Contractor shall be paid an amount not to exceed \$15,562.91 or completion of the projects as outlined in the Scope of Service.

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

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

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

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

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

**IN WITNESS WHEREOF,** Service Agreement No. 112822 has been duly executed by the parties hereinabove named, on the date and year first above written.

**GILA COUNTY**

**EATON SALES & SERVICE**

  
James Menlove, County Manager

  
Signature

Date: 1.28.2023

CHUCK BROCKMAN  
Print Name





**PROFESSIONAL SERVICES CONTRACT NO. 011723  
LEGAL SERVICES**

**I. GENERAL STATEMENT**

**THIS AGREEMENT** made and entered into this 24<sup>th</sup> day of January, 2023, by and between Gila County, hereinafter designated the **GILA COUNTY, TYLER M. ALLEN OF THE TYLER M. ALLEN OF THE QUEEN CREEK LAW FIRM** of the City of Queen Creek, County of Maricopa, State of Arizona, hereinafter called the **ATTORNEY**, for professional legal defense services from **JANUARY 30, 2023, TO JUNE 30, 2023**. The Attorney has a professional duty to the Court, to his/her clients, and to opposing counsel in providing legal services for persons found to be indigent or for whom the Court is required to provide legal counsel in Gila County.

By signing this Contract, the Attorney agrees to maintain the credentials necessary to practice law in the courts of the State of Arizona and to do so in a competent, professional, ethical manner and as an officer of the Court at all times.

The Attorney has a duty to the Court to be prepared, prompt, comply with Court rules, submit timely reports, attend meetings with the Court, accept appointments within the main category of assignment as well as those outside the main category when circumstances require, and complete cases assigned during the term of the contract.

The Attorney has a duty to his/her clients to keep them advised of the status of their cases, be available for consultation, and to diligently represent their interests.

The Attorney has a duty to opposing counsel to cooperate with scheduling and prompt disposition of the case.

The Attorney has a duty to provide case updates and statistical data to the Gila County Indigent Services Counsel.

**II. TERM OF AGREEMENT**

**A. Period Covered:** It is understood between the undersigned attorney, **TYLER M. ALLEN OF THE QUEEN CREEK LAW FIRM** and **GILA COUNTY** that the attorney will accept appointments to represent persons found to be indigent or for whom the Court is required to provide legal counsel in Gila County, from **JANUARY 30, 2023, TO JUNE 30, 2023**.

**B. Termination:** Upon thirty (30) days written notice, either party may terminate this agreement without cause. The attorney would be expected to complete any case assignments that were made prior to such termination.

In the event of formal discipline of the Attorney by the State Bar of Arizona, The Court may suspend or terminate the contract.

C. **A.R.S. §38-511:** This agreement is subject to the cancellation provisions of A.R.S. §38-511.

D. **Arizona Legal Workers Act:** Pursuant to A.R.S. § 41-4401, Provider hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to Provider's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Provider shall further ensure that each approved subcontractor who performs any work for Provider under this Agreement likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Provider and any approved subcontractor performing services under this Agreement in order to verify such party's compliance with the State and Federal Immigration Laws.

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

Provider shall advise each approved subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to ensure that Subcontractor is in compliance with these requirements.

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

### **III. COMPENSATION, COSTS, AND BILLING PROCEDURES**

- A. **Indigent Criminal Misdemeanor Defense Representation:** The Attorney agrees to provide legal services for the sum of **TWELVE THOUSAND DOLLARS (\$12,000) FOR A FIVE MONTH PERIOD** payable at the rate of **TWO THOUSAND, ONE HUNDRED AND FIFTY-FOUR DOLLARS (\$2,154) PER MONTH**, subject to the terms of this Contract and subject to acceptance of the Gila County budget by the Board of Supervisors.
- B. **Additional Compensation for Other Felony Cases:** Attorneys assigned to First- or Second-Degree Homicide Cases; Class Two or Three Felony Sexual Assault or Molestation Cases; or cases formally designated "Complex", may request additional compensation up to twelve hundred dollars (\$1200.00).

### **C. Court Payment of Costs and Expenses:**

1) **Routine / Non-routine expenses:** Routine expenses such as photocopying, postage, travel and other operating expenses are not reimbursed by the Court and are a personal expense of the attorney. The following non-routine expenses, relating to Dependency matters only, can be reimbursed by the Court: mileage for the purpose of a home visit; costs associated with personal services of process; and cost for services associated with service by publication. Non-routine cost reimbursement must be substantiated by supporting documentation.

2) **Extraordinary Costs:** The Attorney should file a motion in advance requesting approval for any extraordinary costs he/she wants paid by the County. This includes such items as transcripts (besides Grand Jury or appeal transcripts), expert witness fees, depositions, investigators, or any other extraordinary cost.

3) **Personal Expense:** Costs incurred without prior approval of the Court may be treated as a personal expense of the attorney.

4) **Costs Which Could Have Been Avoided:** Court expenses which could have been avoided had the Attorney been prepared, such as jury costs for a trial that did not go, Rule 11 evaluation costs for which the defendant did not show because of failure of the attorney to timely obtain an Order for Transport or reschedule the appointment, expedited transcripts, etc., may be charged back to the attorney as a personal cost.

### **D. Billing Procedures for Legal Services Provided for Indigents:**

1) **Submission and Payment:** The Attorney may submit a monthly invoice for each month's services.

2) **Statistical Report:** The Court requires the attorney to prepare a statistical report summarizing his/her appointments and case activity each month on a statistical recap form and backup list of cases. Invoices are to be submitted only after the previous month's statistical report has been completed. The statistical report is due by the 10<sup>th</sup> of each month for the preceding month's appointments and concluded cases. (For example, appointments and dispositions made during July would be due by August 10). The statistical report for the previous month should be submitted with the bill for the current month's services. (For example, the bill for services in August would be submitted with the statistical information for July).

## **IV. CONTRACT CATEGORY, CONFLICTS, REASSIGNMENT**

A. **Contract Category:** The Attorney will be primarily assigned **Criminal Misdemeanor Defense cases** but may be subject to appointments in other contract categories, including but not limited to Domestic Relations, Mental Health and Public Health cases, (due to problems such as conflicts or insufficient number of contract attorneys for that category or geographical area) which may be made from time to time.

**B. Reassignment of Case:** When the Attorney has been allowed to withdraw because the case is assigned to another Attorney, the withdrawn Attorney should promptly turn over his/her file to the new Attorney and notify him/her of any pending hearing dates and the status of the case. Assignment to a case that is outside the normal category covered by this contract is not sufficient grounds for reassignment.

**C. Rule 32's and Appeals:** Separate contracts exist for Rule 32's and appeals. However, circumstances may exist which would warrant a Rule 32 or appeal being assigned to a regular contract attorney and not the appellate contract attorneys, and such assignments may be made to the regular contract attorney without additional compensation.

## **V. SPECIFIC DUTIES OF COUNSEL**

### **A. Readiness and Promptness for Court:**

1) **Readiness and Promptness:** The Attorney agrees to be prepared and appear in Court promptly at or before the time set for hearings and not to rely on Court staff to notify or have to locate him/her when court is ready to proceed. The attorney agrees to discuss the case with her client before the time set for hearing, not at the time set for hearing.

2) **Law and Motion Day:** The Attorney agrees to be present for Law and Motion day and Pre-trial Conferences as scheduled. If a substitute attorney is necessary, the attorney agrees to arrange for and update the substitute on case status so the hearing can proceed rather than be continued.

3) **Delays:** In the event the attorney will be late due to unforeseen circumstances, he/she agrees to communicate the delay and an anticipated arrival time as soon as practicable.

**B. Meetings with the Court:** The Attorney agrees to attend administrative meetings with the Court when, and as, scheduled regarding the court calendar, procedures, and contract issues.

**C. Statistical Reports:** The Attorney agrees to accurately complete and submit the caseload and summary statistical information regarding the Attorney's appointments each month as required by the Court when submitting monthly bills for services rendered.

**D. Case Processing:** The Attorney acknowledges that the Arizona Supreme Court has adopted case processing time standards. The Attorney agrees to assist the Court in working on and obtaining those goals to the extent that it does not compromise the Attorney's ability to advocate.

**E. Dependency Cases:** The Attorney acknowledges that the Arizona State Legislature enacted new legislation that became effective January 01, 1999 and changed the procedure for dependency cases. The Attorney agrees to become familiar with these procedures, and accept appointments made to a dependency case when circumstances necessitate such appointments. The Attorney further agrees to abide by all applicable provisions of the Arizona Rules of Procedure for the Juvenile Court.

**F. Contact with and Representation of Client:**

1) **Office:** The Attorney agrees to maintain regular office hours and have a method for clients to contact him/her in an emergency outside of regular hours. Preferably, the office will be in the area the Attorney is serving.

2) **Communication and Representation:** The Attorney agrees to promptly return phone calls and respond to correspondence, to obtain clients' consent before requesting that hearings and appointments be rescheduled, to interview witnesses, to issue subpoenas, and in other ways deal professionally with the client and diligently represent the clients' interests.

3) **Calendar:** The Attorney agrees to calendar her cases when they are scheduled for hearing, rather than relying on court staff to advise what is scheduled for him/her each week. The Attorney agrees to be the primary source of case information for the client. (Clients calling the Court trying to ascertain case information, clients failing to appear for hearings due to lack of notice, or clients appearing for hearings that have been changed is an indication of unavailability of counsel).

4) **Completion of Case:** The Attorney agrees to continue to represent any client on cases to which he/she was appointed during the term of this contract until the case is completed or he/she is relieved of that representation by order of the Court, regardless of the termination of the contract, and without additional compensation.

**G. Attorney Files:** The Attorney should retain his/her file for no less than five (5) years after the last action taken in the case.

**VI. PLEADINGS AND CASE MANAGEMENT PROCEDURES**

**A. Motions and Orders:**

1) **Timeliness and Basis:** Motions should be filed sufficiently in advance of trials/hearings to allow for response and reply. The Attorney acknowledges the requirements of good cause, supported by specific legal and factual basis, in submitting motions to the Court.

2) **Copies:** Copies of motions should be sent to the assigned judge and the court administrator.

3) **Oral Argument:** If oral argument is requested, a form of notice wherein the court administrator may insert the date and time for oral argument to be conducted should be submitted.

4) **Telephone Conference:** Prior approval by the Court to conduct oral argument by telephone conference call should be obtained, and the requesting attorney is responsible for initiating the call to the Court at the date and time scheduled for hearing.

5) **Non-Appearance Calendar:** Motions filed without request for oral argument and which do not require an evidentiary hearing will be placed on the Court's non-appearance calendar for submission to the Court after the time for response and reply have passed.

6) **Expedited Action:** If action is sought prior to the expiration of the time for response and reply, the motion should clearly identify that fact and indicate whether the prosecutor or any co-defendant objects to the requested relief.

7) **Orders:** Orders for the Court's signature should be prepared as a separate document containing the standard case heading and should not be included as an integral part of stipulations, motions, or other pleadings.

**B. Facsimile:**

1) **Temporary Pleadings:** Facsimile documents are intended to serve as temporary pleadings only.

2) **Originals:** After faxing a document, the Attorney should submit an original document (without modification) within ten (10) days of transmission of the facsimile so that the Clerk can substitute the original for the facsimile in the Court file.

3) **Consent:** If a facsimile needs to serve as an original, the Attorney should obtain consent of the assigned judge to submit the facsimile as an original.

**C. Pre-Trial Conference:**

1) **Personal Attendance:** The Attorney and the defendant must be personally present.

2) **Discovery:** The Attorney should complete discovery by pre-trial conference so that motions to compel, motions for sanctions, etc., are unnecessary, and hearing does not need to be continued.

3) **Hearing Motions:** Simple motions that do not require evidentiary hearing can be heard at the pre-trial conference and should be filed with sufficient time for response before the pre-trial conference. Motions to suppress, voluntariness hearings, and other such matters requiring evidentiary hearings will be scheduled for a time other than the pre-trial conference.

4) **Continuances:** Continuances of the pre-trial conference are to be avoided.

**D. Special Management/Settlement Conferences:**

1) **Personal Appearance:** The Attorney and the defendant must be personally present.

2) **Request:** Any party may request a special management/settlement conference. Normally the conference will be held by a judge other than the assigned judge.

3) **Purpose:** The purpose is to help identify and resolve problems preventing the case from being completed, and may include discussion of possible plea agreements, diversion/deferral, ancillary motions such as discovery disputes and motions to continue.

4) **Assigned Judge:** Setting does not affect the assignment of trial judge, nor does it vacate any court dates set in the case. Substantive issues of law and case-dispositive hearings are to be decided by the assigned trial judge.

**E. Deadline Date for Plea Agreements:** Plea negotiations should be completed by the first pre-trial conference date. If the Court sets a plea negotiation deadline, counsel acknowledges that submission of plea agreements after that date may not be accepted by the Court.

**F. Delinquency Cases:** All contract attorneys, not just those who primarily are assigned to represent juveniles in delinquency matters, are subject to being "on call" for representing juveniles who have been detained at accelerated hearings held on weekends and holidays.

**G. Dependency Cases:** Dependency cases require that the attorney and parties personally appear at accelerated pre-hearing conferences and preliminary protective hearings. Attorney should familiarize themselves with dependency procedures that became effective on January 01, 1999.

**H. Motions to Continue:**

1) **Procedure:** Continuances should be avoided and only sought for good cause. When expedited action is requested, the Attorney should contact the defendant, any co-defendants' counsel, and prosecutor, advise them of the request, and indicate in the motion whether they object to the continuance.

2) **Order:** If there will be no objection, the Attorney should also submit an Order Continuing for the Courts' signature. The Attorney should not assume a continuance will be granted because there is no objection and is responsible for ensuring that a continuance was granted and new dates have been assigned.

3) **Sanctions:** Sanctions, including jury costs and other court costs, may be imposed for late requests for continuances, whether granted or not.

**I. Motions and Orders to Transport:**

1) **Preparation:** When a defendant is in custody in Gila County, the Attorney should prepare a motion and order to transport so the defendant can be transported to proceedings, such as Rule 11 evaluations, outside of Gila County. When a defendant is in custody outside of Gila County, the Attorney should prepare a motion and order to transport so the defendant can be transported to any pre-trial hearings, trial, or post-trial hearings before the Court in Gila County.

2) **Time:** Motions and orders to transport should be prepared sufficiently in advance to permit Court action and notice to the Sheriff's Office to accomplish timely transportation.

3) **Video-Conferencing:** The Court may utilize video-conferencing for Court hearings. The Attorney is to become familiar with policies and procedures for video-conferencing when it is used.

**J. Rule 11 Evaluations:**

1) **Defendant's Attendance:** The Attorney should make sure the defendant is aware of and appears for scheduled Rule 11 appointments or prepare a Motion to Transport and Order and make arrangements with the Sheriff's Office in sufficient time for the Sheriff to transport the defendant to the appointment.

2) **Rescheduling:** If an appointment needs to be rescheduled, the Attorney should make such arrangements with the evaluator so as to avoid a billing for a "No Show".

3) **Expense:** If the Attorney has filed a motion in advance and obtained Court approval, the Rule 11 evaluation will be an expense to the Court for the amount approved. If the defendant fails to appear for an evaluation, and the expert bills for a "No Show", such cost may be assessed to the Attorney as a personal expense.

**K. Interpreters:**

1) **Notice:** The Attorney should give the Court at least one-week advance notice when an interpreter will be necessary to ensure an interpreter can be scheduled.

2) **Permission:** The Attorney should get court permission in advance to use an interpreter at court expense for interviews, depositions, etc.

3) **Attorney Presence:** The Attorney should be present with the interpreter during interviews, depositions, and attorney-client discussions.

**IN WITNESS WHEREOF,** three (3) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

  
James Menlove, County Manager

Date: 1.24.2023

TYLER M. ALLEN OF THE QUEEN CREEK LAW FIRM

  
Signature

Tyler M. Allen  
Print Name



**PROFESSIONAL SERVICES CONTRACT NO. 011923**  
**LEGAL SERVICES**

**I. GENERAL STATEMENT**

**THIS AGREEMENT** made and entered into this 24<sup>th</sup> day of January, 2023, by and between Gila County, hereinafter designated the **GILA COUNTY, AND DAN BENJAMIN OF COPPERWREN LAW, PLLC** of the City of Mesa, County of Maricopa, State of Arizona, hereinafter called the **ATTORNEY**, for professional legal defense services from **JANUARY 30, 2023, TO JUNE 30, 2023**. The Attorney has a professional duty to the Court, to his/her clients, and to opposing counsel in providing legal services for persons found to be indigent or for whom the Court is required to provide legal counsel in Gila County.

By signing this Contract, the Attorney agrees to maintain the credentials necessary to practice law in the courts of the State of Arizona and to do so in a competent, professional, ethical manner and as an officer of the Court at all times.

The Attorney has a duty to the Court to be prepared, prompt, comply with Court rules, submit timely reports, attend meetings with the Court, accept appointments within the main category of assignment as well as those outside the main category when circumstances require, and complete cases assigned during the term of the contract.

The Attorney has a duty to his/her clients to keep them advised of the status of their cases, be available for consultation, and to diligently represent their interests.

The Attorney has a duty to opposing counsel to cooperate with scheduling and prompt disposition of the case.

The Attorney has a duty to provide case updates and statistical data to the Gila County Indigent Services Counsel.

**II. TERM OF AGREEMENT**

**A. Period Covered:** It is understood between the undersigned attorney, **DAN BENJAMIN OF COPPERWREN LAW, PLLC** and **GILA COUNTY** that the attorney will accept appointments to represent persons found to be indigent or for whom the Court is required to provide legal counsel in Gila County, from **JANUARY 30, 2023, TO JUNE 30, 2023**.

**B. Termination:** Upon thirty (30) days written notice, either party may terminate this agreement without cause. The attorney would be expected to complete any case assignments that were made prior to such termination.

In the event of formal discipline of the Attorney by the State Bar of Arizona, The Court may suspend or terminate the contract.

C. **A.R.S. §38-511:** This agreement is subject to the cancellation provisions of A.R.S. §38-511.

D. **Arizona Legal Workers Act:** Pursuant to A.R.S. § 41-4401, Provider hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to Provider's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Provider shall further ensure that each approved subcontractor who performs any work for Provider under this Agreement likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Provider and any approved subcontractor performing services under this Agreement in order to verify such party's compliance with the State and Federal Immigration Laws.

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

Provider shall advise each approved subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to ensure that Subcontractor is in compliance with these requirements.

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

### **III. COMPENSATION, COSTS, AND BILLING PROCEDURES**

A. **Indigent Criminal Felony Defense Representation:** The Attorney agrees to provide legal services for the sum of **THIRTY THOUSAND DOLLARS (\$30,000) FOR THE SIX-MONTH CONTRACT TERM** payable at the rate of **SIX THOUSAND DOLLARS (\$6,000) PER MONTH**, subject to the terms of this Contract and subject to acceptance of the Superior Court budget by the Board of Supervisors.

B. **Additional Compensation for Other Felony Case:** Attorney agrees to assume representation of cases not resolved by previous attorney for the sum of **THREE THOUSAND DOLLARS (\$3,000)**.



C. **Indigent Probate Representation:** The Attorney agrees to provide legal services for special appointments as follows: **\$400 PER APPOINTMENT AS ATTORNEY OR INVESTIGATOR IN A PROBATE (GUARDIANSHIP/CONSERVATORSHIP) CASE; \$500 PER APPOINTMENT AS ATTORNEY IN A PROBATE (GUARDIANSHIP/CONSERVATORSHIP) CASE RESULTING IN COMMITMENT OF THE WARD/CLIENT TO A LEVEL 1 FACILITY; AND \$1,000 PER APPOINTMENT AS GUARDIAN AD LITEM OR BEST INTERESTS ATTORNEY.** Total compensation for Indigent Probate Representation shall not exceed **THREE THOUSAND SIX HUNDRED DOLLARS (\$3,600.00)** for the period of the contract without advance written authorization.

C. **Court Payment of Costs and Expenses:**

1) **Routine / Non-routine expenses:** Routine expenses such as photocopying, postage, travel and other operating expenses are not reimbursed by the Court and are a personal expense of the attorney. The following non-routine expenses, relating to Dependency matters only, can be reimbursed by the Court: mileage for the purpose of a home visit; costs associated with personal services of process; and cost for services associated with service by publication. Non-routine cost reimbursement must be substantiated by supporting documentation.

2) **Extraordinary Costs:** The Attorney should file a motion **in advance** requesting approval for any extraordinary costs he/she wants paid by the County. This includes such items as transcripts (besides Grand Jury or appeal transcripts), expert witness fees, depositions, investigators, or any other extraordinary cost.

3) **Personal Expense:** Costs incurred without prior approval of the Court may be treated as a personal expense of the attorney.

4) **Costs Which Could Have Been Avoided:** Court expenses which could have been avoided had the Attorney been prepared, such as jury costs for a trial that did not go, Rule 11 evaluation costs for which the defendant did not show because of failure of the attorney to timely obtain an Order for Transport or reschedule the appointment, expedited transcripts, etc., may be charged back to the attorney as a personal cost.

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2) **Statistical Report:** The Court requires the attorney to prepare a statistical report summarizing his/her appointments and case activity each month on a statistical recap form and backup list of cases. Invoices are to be submitted only after the previous month's statistical report has been completed. The statistical report is due by the 10<sup>th</sup> of each month for the preceding month's appointments and concluded cases. (For example, appointments and dispositions made during July would be due by August 10). The statistical report for the previous month should be submitted with the bill for the current month's services. (For example, the bill for services in August would be submitted with the statistical information for July).

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A. **Contract Category:** The Attorney will be primarily assigned **Criminal Misdemeanor Defense cases** but may be subject to appointments in other contract categories, including but not limited to Domestic Relations, Mental Health and Public Health cases, (due to problems such as conflicts or insufficient number of contract attorneys for that category or geographical area) which may be made from time to time.

B. **Reassignment of Case:** When the Attorney has been allowed to withdraw because the case is assigned to another Attorney, the withdrawn Attorney should promptly turn over his/her file to the new Attorney and notify him/her of any pending hearing dates and the status of the case. Assignment to a case that is outside the normal category covered by this contract is not sufficient grounds for reassignment.

C. **Rule 32's and Appeals:** Separate contracts exist for Rule 32's and appeals. However, circumstances may exist which would warrant a Rule 32 or appeal being assigned to a regular contract attorney and not the appellate contract attorneys, and such assignments may be made to the regular contract attorney without additional compensation.

#### **V. SPECIFIC DUTIES OF COUNSEL**

##### **A. Readiness and Promptness for Court:**

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## **VI. PLEADINGS AND CASE MANAGEMENT PROCEDURES**

### **A. Motions and Orders:**

1) **Timeliness and Basis:** Motions should be filed sufficiently in advance of trials/hearings to allow for response and reply. The Attorney acknowledges the requirements of good cause, supported by specific legal and factual basis, in submitting motions to the Court.

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5) **Non-Appearance Calendar:** Motions filed without request for oral argument and which do not require an evidentiary hearing will be placed on the Court's non-appearance calendar for submission to the Court after the time for response and reply have passed.

6) **Expedited Action:** If action is sought prior to the expiration of the time for response and reply, the motion should clearly identify that fact and indicate whether the prosecutor or any co-defendant objects to the requested relief.

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1) **Temporary Pleadings:** Facsimile documents are intended to serve as temporary pleadings only.

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3) **Consent:** If a facsimile needs to serve as an original, the Attorney should obtain consent of the assigned judge to submit the facsimile as an original.

### **C. Pre-Trial Conference:**

1) **Personal Attendance:** The Attorney and the defendant must be personally present.



2) **Discovery:** The Attorney should complete discovery by pre-trial conference so that motions to compel, motions for sanctions, etc., are unnecessary, and hearing does not need to be continued.

3) **Hearing Motions:** Simple motions that do not require evidentiary hearing can be heard at the pre-trial conference and should be filed with sufficient time for response before the pre-trial conference. Motions to suppress, voluntariness hearings, and other such matters requiring evidentiary hearings will be scheduled for a time other than the pre-trial conference.

4) **Continuances:** Continuances of the pre-trial conference are to be avoided.

#### **D. Special Management/Settlement Conferences:**

1) **Personal Appearance:** The Attorney and the defendant must be personally present.

2) **Request:** Any party may request a special management/settlement conference. Normally the conference will be held by a judge other than the assigned judge.

3) **Purpose:** The purpose is to help identify and resolve problems preventing the case from being completed, and may include discussion of possible plea agreements, diversion/deferral, ancillary motions such as discovery disputes and motions to continue.

4) **Assigned Judge:** Setting does not affect the assignment of trial judge, nor does it vacate any court dates set in the case. Substantive issues of law and case-dispositive hearings are to be decided by the assigned trial judge.

**E. Deadline Date for Plea Agreements:** Plea negotiations should be completed by the first pre-trial conference date. If the Court sets a plea negotiation deadline, counsel acknowledges that submission of plea agreements after that date may not be accepted by the Court.

**F. Delinquency Cases:** All contract attorneys, not just those who primarily are assigned to represent juveniles in delinquency matters, are subject to being "on call" for representing juveniles who have been detained at accelerated hearings held on weekends and holidays.

**G. Dependency Cases:** Dependency cases require that the attorney and parties personally appear at accelerated pre-hearing conferences and preliminary protective hearings. Attorney should familiarize themselves with dependency procedures that became effective on January 01, 1999.

#### **H. Motions to Continue:**

1) **Procedure:** Continuances should be avoided and only sought for good cause. When expedited action is requested, the Attorney should contact the defendant, any co-defendants' counsel, and prosecutor, advise them of the request, and indicate in the motion whether they object to the continuance.

2) **Order:** If there will be no objection, the Attorney should also submit an Order Continuing for the Courts' signature. The Attorney should not assume a continuance will be granted because there is no objection and is responsible for ensuring that a continuance was granted and new dates have been assigned.

3) **Sanctions:** Sanctions, including jury costs and other court costs, may be imposed for late requests for continuances, whether granted or not.

#### **I. Motions and Orders to Transport:**

1) **Preparation:** When a defendant is in custody in Gila County, the Attorney should prepare a motion and order to transport so the defendant can be transported to proceedings, such as Rule 11 evaluations, outside of Gila County. When a defendant is in custody outside of Gila County, the Attorney should prepare a motion and order to transport so the defendant can be transported to any pre-trial hearings, trial, or post-trial hearings before the Court in Gila County.

2) **Time:** Motions and orders to transport should be prepared sufficiently in advance to permit Court action and notice to the Sheriff's Office to accomplish timely transportation.

3) **Video-Conferencing:** The Court may utilize video-conferencing for Court hearings. The Attorney is to become familiar with policies and procedures for video-conferencing when it is used.

#### **J. Rule 11 Evaluations:**

1) **Defendant's Attendance:** The Attorney should make sure the defendant is aware of and appears for scheduled Rule 11 appointments or prepare a Motion to Transport and Order and make arrangements with the Sheriff's Office in sufficient time for the Sheriff to transport the defendant to the appointment.

2) **Rescheduling:** If an appointment needs to be rescheduled, the Attorney should make such arrangements with the evaluator so as to avoid a billing for a "No Show".

3) **Expense:** If the Attorney has filed a motion in advance and obtained Court approval, the Rule 11 evaluation will be an expense to the Court for the amount approved. If the defendant fails to appear for an evaluation, and the expert bills for a "No Show", such cost may be assessed to the Attorney as a personal expense.

#### **K. Interpreters:**

1) **Notice:** The Attorney should give the Court at least one-week advance notice when an interpreter will be necessary to ensure an interpreter can be scheduled.

2) **Permission:** The Attorney should get court permission in advance to use an interpreter at court expense for interviews, depositions, etc.



3) **Attorney Presence:** The Attorney should be present with the interpreter during interviews, depositions, and attorney-client discussions.

**IN WITNESS WHEREOF**, three (3) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

DAN BENJAMIN OF COPPER WREN LAW, PLLC

  
James Menlove, County Manager

  
Signature

Date: 1-24-2023

Dan Benjamin  
Print Name

**SERVICE AGREEMENT NO. 122022**  
**GLOBE REGIONAL JUSTICE COURT HEARING ROOM AV UPGRADE**  
**GLOBE REGIONAL JUSTICE COURT**

**THIS AGREEMENT**, made and entered into this 31<sup>st</sup> day of January, 2022, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Conference Technologies, Inc., 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 **Globe Regional Justice Court Department** or designee.

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

Scope of Work: Refer to attached Attachment "A" to **Service Agreement 122022** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 122022** 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 122022**, 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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The policy shall be endorsed to include the following additional insured language:

**The County of Gila shall be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".**

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

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

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

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

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE 6 – WARRANTY:** Contractor expressly warrants that all goods or Services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or Services will conform to any statements made on the containers or labels or advertisements for such goods, or Services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or Services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or Services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or Services, Contractor warrants that such goods or Services will be fit for such particular purpose. Contractor warrants that goods or Services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or Services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or Services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

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

**ARTICLE 7 – 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 January 1, 2023 and remains in effect through June 30, 2023.

**ARTICLE 16 - PAYMENT/BILLING:** Contractor shall be paid an amount not to exceed \$19,868.07 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. 122022 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

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

Date:

1/31/2023

CONFERENCE TECHNOLOGIES, INC.

  
\_\_\_\_\_  
Signature

Catherine Romano  
\_\_\_\_\_  
Print Name





**ARF-7841**

**Executive Session Item 8. A.**

**Regular BOS Meeting**

Meeting Date: 02/21/2023

Submitted For: Jessica Scibelli, Deputy County Attorney

Submitted By: Jefferson Dalton, Deputy County Attorney, Civil Bureau Chief

Department: County Attorney

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Information

Request/Subject

Vote to go into Executive Session to discuss the recent developments and the present legal options regarding the Forest Service 203 Road located in the Sierra Ancha Wilderness, which was closed as a result of the Tonto National Forest Travel Management Plan.

Background Information

The Forest Service 203 Road provides the only motorized roadway access to many historic, privately-owned, occupied homesteads entering the area from Hwy 288, a few miles from the Salt River Diversion and north at Board Tree Saddle. It is also a public roadway used for motorized travel by thousands of visitors seeking to explore the Sierra Ancha Wilderness and surrounding area, such as hunters, hikers, wildland firefighters, first responders, OHV enthusiasts, livestock grazing permittees, and families who live in Young and surrounding communities.

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

In a letter dated April 10, 2016, to Senator John McCain from Neil Bosworth, Tonto National Forest Supervisor, "There are 10.5 miles of Forest Road 203 inside and 30.2 miles outside the Sierra Ancha Wilderness. If Forest Road 203 did not intersect the Sierra Ancha Wilderness, the Forest Service would designate Forest Road 203, in its entirety, as a motorized trail open to all motor vehicles."

Because the 10.5 miles in question lie within the Sierra Ancha Wilderness, the Tonto National Forest is legally required to comply with the Wilderness Act.

In the Travel Management Plan on the Tonto National Forest Draft Record of Decision, Implementation Section, page 33, dated October 2019 it states:

"Forest Service Road 203, also known as Cherry Creek Road, will be closed to all motor vehicle use until such time as this route is no longer within the designated boundary of the Sierra Ancha Wilderness. When this route is no longer within the Wilderness Area or as otherwise authorized by Congressional Action, it will be opened and designated as a full-sized motorized trail. The effects of both of these actions have been described in chapter 2 and analyzed by resource area in chapter 3 in the final environmental impact statement."

Cherry Creek Road is now closed. With recent developments, the Board of Supervisors needs to reevaluate the legal options and decide how to proceed.

#### Evaluation

The Board of Supervisors needs to be presented with the most recent information pertaining to the legal options that the County has and provide direction to its attorneys, so an executive session is appropriate.

#### Conclusion

It is appropriate that the Gila County Board of Supervisors hold an executive session under A.R.S. § 38-431.03(A)(3) to discuss the most recent information pertaining to the Forest Service Road 203 closure and the legal options for the County.

#### Recommendation

The Gila County Attorney's Office recommends that the Gila County Board of Supervisors vote to go into executive session, under A.R.S. § 38-431.03(A)(3), to discuss and consult with its attorneys regarding the legal options for the County.

#### Suggested Motion

Information/Discussion/Action to vote to go into executive session pursuant to A.R.S. § 38-431.03(A)(3) for discussions and consultation for legal advice regarding recent developments and the potential legal options for the County and authorize its attorney(s) to proceed as discussed in executive session. **(Jessica Scibelli)**

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Attachments

*No file(s) attached.*

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