

PURSUANT TO A.R.S. §38-431.01, THE GILA COUNTY BOARD OF SUPERVISORS WILL HOLD AN OPEN MEETING IN THE SUPERVISORS' AUDITORIUM, 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). **ANY MEMBER OF THE PUBLIC IS WELCOME TO ATTEND THE MEETING VIA ITV WHICH IS HELD AT 610 E. HIGHWAY 260, BOARD OF SUPERVISORS' CONFERENCE ROOM, PAYSON, ARIZONA.** THE AGENDA IS AS FOLLOWS:

REGULAR MEETING - TUESDAY, MARCH 15, 2016 - 10:00 A.M.

1. **CALL TO ORDER - PLEDGE OF ALLEGIANCE - INVOCATION**
2. **REGULAR AGENDA ITEMS:**
 - A. Information/Discussion/Action to approve the use of State of Arizona Procurement Office Contract No. ADSP013-054359 with Blackstone Security Services, Inc. whereby the contractor will provide armed security manpower for the safety of the public and employees at the Payson Courthouse in the amount of \$83,081 for the period of April 2, 2016, to April 1, 2017. **(Jeff Hessenius/Steve Sanders)** Approved
 - B. Information/Discussion/Action to authorize the advertisement of Invitation for Bid No. 021616-1 for the purchase of up to five, new full size, 4 door, 4x4, SSVs (special service vehicles) for the Gila County Sheriff's Office. **(Jeff Hessenius/Steve Sanders)** Authorized
 - C. Information/Discussion/Action to accept the Citizens' Petition to begin the process to establish Stageline Road and Singletree Lane as primitive roads. **(Steve Sanders)** Accepted

- D. Information/Discussion/Action for the public sale of a portion of W. Cocopah Lane, which is adjacent to Lot 14, Geronimo Estates Unit One, north of Payson as shown on Official Map No. 241, and to accept the bid in the amount of \$52 from Janet Mielke for that portion of W. Cocopah Lane. **(Steve Sanders)** Sold
- E. Information/Discussion/Action for the public sale of a portion of Elaine Way, which is adjacent to Lot 9, Christopher Creek Haven, Plat Five, east of Payson as shown on Official Map No. 448, and to accept the bid in the amount of \$144 from Jeffrey Yoder for that portion of Elaine Way. **(Steve Sanders)** Sold
- F. Information/Discussion/Action to approve Agreement No. 030116 between Gila County and the Gila County Cattle Growers Association; pursuant to A.R.S. §11-254.04, to find that to assist in the annual yearling auction/sale is an economic development activity because it will assist in the creation or retention of jobs or will otherwise improve or enhance the economic welfare of the inhabitants of Gila County; and, to authorize Public Works to supply requested tent, tables, chairs, and equipment with Gila County certified operators for the Gila County Cattle Growers Association's annual yearling auction/sale between April 25, 2016, through May 2, 2016. **(Steve Sanders)** Approved
- G. Information/Discussion/Action to adopt Resolution No. 16-03-01 designating Randall Place as a public roadway and accepting said road into the Gila County Maintained Roadway System. **(Steve Sanders)** Adopted

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| H. | Information/Discussion/Action to approve Gila County's response to the Survey of Counties Land Management and Conditions for submittal to the Arizona Transfer of Federally Managed Lands Committee.
(Jacque Sanders) | Approved |
| I. | Information/Discussion/Action to consider a sealed bid for the purchase of Assessor's tax parcel number 206-10-104. (Don McDaniel) | Sold |
| 3. | CONSENT AGENDA ACTION ITEMS: (Any matter on the Consent Agenda will be removed from the Consent Agenda and discussed and voted upon as a regular agenda item upon the request of any member of the Board of Supervisors.) | |
| A. | Approval of a request submitted by the University of Arizona Gila County Cooperative Extension 4-H Program and the Globe FFA Program to waive fees for the use of the Gila County Fairgrounds facilities for their 2016 activities. | Approved |
| B. | Approval of a request submitted by the Gila County Rodeo Committee to waive fees for the use of the Gila County Fairgrounds Rodeo Arena for the Copper Dust Stampede Rodeo on May 6-7, 2016, and the Exhibit Hall on April 30, 2016, for the Sponsors' Dinner. | Approved |
| C. | Approval of a request submitted by the 2016 Junior Class of Globe High School to waive fees for the use of the Gila County Fairgrounds Exhibit Hall for the School's Junior/Senior Prom to be held on April 23, | Approved |

2016.

- D. Approval of a request submitted by the Greater Approved Grace Fellowship/Classic Celebration's non-profit organization to use the Payson Courthouse Complex grounds (parking lot) for a "Memorialfest" craft show on May 28-30, 2016, and "Autumnfest" craft show on October 1-2, 2016.
- E. Approval of a Special Event Liquor License application submitted by the Lion's Club of Globe, Arizona, Inc. to serve liquor at a fund raising event on April 16, 2016. Approved
- F. Authorization of the Chairman's signature on the Quit Claim Deed for the sale of Assessor's tax parcel number 206-22-073 to Joshua Sulwer and Savannah Jewell. Authorized
- G. Authorization of the Chairman's signature on the Quit Claim Deed for the sale of Assessor's tax parcel number 304-14-004-G to Hannelore R. Inman. Authorized
- H. Approval of changes to Gila County Policy No. BOS-HRS-610 - Disciplinary Action regarding disciplinary actions in the Sheriff's Office. Approved
- I. Approval of changes to Gila County Policy No. BOS-HRS-625 - Personnel Commission regarding Adult and Juvenile Probation statutes and the Superior Court Merit Rules. Approved

- J. Approval for the Board of Supervisors to appoint, reappoint or acknowledge members of the following boards, commissions or committees: 1) **Appoint** Jonathan Barber, as a citizen and head of the merit system (Personnel Commission) for Gila County, as follows: Public Safety Personnel Retirement System Local Board for a term ending 12/31/19; Correctional Officers Retirement Plan (CORP) Local Board for Sheriff's Office (S.O.) Dispatchers for a term ending 12/31/17; and, CORP Local Board for S.O. Detention Officers and Non-Uniformed Officers for a term ending 12/31/17; 2) **Reappoint** Gary Andress as a citizen to the CORP Local Board for S.O. Dispatchers and the CORP Local Board for S.O. Detention Officers and Non-Uniformed Officers retroactive to 1/1/16 through 12/31/19; and, 3) **Acknowledge** Erich Kenney as an elected member of the CORP Local Board for S.O. Detention Officers and Non-Uniformed Officers for a term beginning 10/6/15 through 12/31/17. Approved
- K. Acknowledgment of the January 2016 monthly activity report submitted by the Clerk of the Superior Court's Office. Acknowledged
- L. Acknowledgment of the February 2016 monthly activity report submitted by the Globe Regional Justice of the Peace's Office. Acknowledged
- M. Acknowledgment of the January 2016 monthly activity report submitted by the Payson Regional Justice of the Peace's Office. Acknowledged

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| N. | Acknowledgment of the January 2016 monthly activity report submitted by the Payson Regional Constable's Office. | Acknowledged |
| O. | Acknowledgment of the February 2016 monthly activity report submitted by the Globe Regional Constable's Office. | Acknowledged |
| P. | Approval of the February 23, 2016, March 1, 2016, and March 4, 2016, Board of Supervisors' meeting minutes. | Approved |
| Q. | Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of February 15, 2015, through February 19, 2016; and, February 22, 2016, through February 26, 2016. | Acknowledged |
| 4. | <p>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.</p> | No Comments |

5. At any time during this meeting pursuant to Presented
A.R.S. §38-431.02(K), members of the Board of
Supervisors and the County Manager may
present a brief summary of current events. No
action may be taken on information presented.

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

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

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

ARF-3630

Regular Agenda Item 2. A.

Regular BOS Meeting

Meeting Date: 03/15/2016

Submitted For: Jeff Hessenius, Finance Director

Submitted By: Jeannie Sgroi, Contracts Administrator

Department: Finance

Fiscal Year: 2015-2016 and 2016-2017 Budgeted?: Yes

Contract Dates 04-02-16 to Grant?: No

Begin & End: 04-01-17

Matching No Fund?: Renewal

Requirement?:

Information

Request/Subject

Approval to use State of Arizona Contract No. ADSPO13-054359 with Blackstone Security to provide security to the Payson Courthouse.

Background Information

On March 1, 2011, Superior Court Judge Peter Cahill and County Manager Don McDaniel requested that a Courthouse Security Committee be formed in order to improve Courthouse security. The team met on several occasions to discuss the current and future state of Gila County security. The team identified and addressed important issues such as employees, vendors, issuance of badges to prospective jurors, elevators, and Courthouse doors. The completed planning of the surveillance phase, and the implementation portion of the project was handed off to the Public Works Division. The Globe Courthouse has already contracted with Blackstone Security Services, so it is deemed reasonable to keep the same security company in the Payson Courthouse.

On October 13, 2015, Gila County utilized the State contract to procure security services for the Payson Courthouse for a temporary period of six months to see if this approach would work out satisfactorily at the Payson Courthouse. The square foot constraints at the Payson Courthouse could not accommodate the X-ray or magnetometer machines, which limits the armed guards to using metal wand detectors for screening people. Additionally, the guards check purse contents and packages brought in by the public. The security services provided by Blackstone Security Services, Inc. at the Payson Courthouse has worked out well. Staff wishes to procure their services for an additional year.

Evaluation

The State of Arizona has awarded Armed/Unarmed Security Services contracts to seven contractors that successfully submitted bids in response to the State's Solicitation No. ADSP013-00003094. The State formed an Evaluation Committee to review the bidder responses and evaluate the proposals. Based on the evaluation performed by the Committee, and on information gathered by Gila County staff performing reference checks, staff has determined it would benefit the County by utilizing one of the contracts awarded by the State.

Once the security contract has been approved, all public and non-County employees will be required to enter the Courthouse through the main entrance. The goal of the County is to have two armed guards posted at the main entrance of the Payson Courthouse, from 7:30 A.M. to 5:30 P.M., Monday through Friday, excluding holidays. The annual cost to the County from Blackstone Security Services, Inc., reflects the hourly rates for which the State has contracted with Blackstone Security Services, Inc. The annual cost to the County for armed security guard service will be \$83,081. This annual cost does reflect the ten holidays the County facilities will not be open for business.

Conclusion

Gila County is satisfied with the security services that Blackstone Security Service has provided to the Payson Courthouse for the last six months. We would like to continue to use their services at the Payson Courthouse, through the State of Arizona Contract NO. ADSP013-054359, for an additional year.

Gila County is a member of ProcureAZ, the State of Arizona's procurement agency for cooperative purchasing. By using State of Arizona Contract No. ADSP013-054359 with Blackstone Security Services, Inc., it will save the County both time and money for a rate that has already been established through the State of Arizona bidding process.

Recommendation

The Finance Division Director and the Public Works Division Director recommend that the Board of Supervisors approve the use of State of Arizona Procurement Office Contract No. ADSP013-054359 with Blackstone Security Services, Inc. to provide armed security manpower for the safety of the public and employees in the Payson Courthouse.

Suggested Motion

Information/Discussion/Action to approve the use of State of Arizona Procurement Office Contract No. ADSP013-054359 with Blackstone Security Services, Inc. whereby the contractor will provide armed security manpower for the safety of the public and employees at the Payson Courthouse in the amount of \$83,081 for the period of April 2, 2016, to April 1, 2017. **(Jeff Hessenius/Steve Sanders)**

Attachments

Contract Agreement Form April 2016 to April 2017

Payson Courthouse Quote April 2016 to April 2017

Contract Agreement Form Oct. 2015 to April 2016

Payson Courthouse Quote Oct 2015 to April 2016
Contract No. ADSPO13-054359 - Blackstone Security
Amendment No. 1-ADSPO
Amendment No. 2-ADSPO

CONTRACT AGREEMENT FORM

Contract Name: Armed/Unarmed Security Services for Payson Courthouse Contract No.: ADSP013-054359

Statement of Mutual Consent and Intent

The parties, Gila County and Blackstone Security Services, Inc. agree to utilize the State of Arizona, State Procurement Office Contract No. ADSP013-054359 to procure armed security services for the Payson Courthouse, provided by Blackstone Security Services, Inc. to Gila County, for a period of one year. The current contract term between Blackstone Security Services, Inc. and the State of Arizona ends on August 15, 2016. The State has the option to renew for two more one-year periods. It is expected that the State will extend the contract term with Blackstone Security Services, Inc. so that it runs through April 01, 2017, however, should that not occur, this contract agreement will end on August 15, 2016, otherwise it will end on April 01, 2017. All documents executed by the State of Arizona on Contract No. ADSP013-054359, apply to this procurement between Gila County and Blackstone Security Services, Inc.

Per the Special Terms and Conditions of the State of Arizona Contract No. ADSP013-054359, the contract term is for a one year period, with the option to renew for four (4) one year terms. Blackstone will invoice bi-weekly, with payment terms per State Contract No. ADSP013-054359 of Net 30. The \$83,081 will provide 2 armed security guards, working Mon-Friday from 7:30 to 5:30. If additional hours are required that cause the contract amount to exceed the \$83,081.00, an amendment to this agreement will be issued to increase the amount.

Contract End Date: 04-02-16 to 04-01-17

Renewal Option: ☒ Yes
☐ No

Maximum Dollar Limit: \$83,081.00

Contract Information

Firm Name: Blackstone Security Services, Inc. Contact Person: Dan Swindall
Address: 2400 W. Dunlap Avenue, Suite 225 Phone No: 602-265-6160
City: Phoenix State: AZ Fax: _____ Email: www.blackstonesecurity.com

Special Notes:

Gila County is part of the Arizona State Purchasing Cooperative, for cooperative purchasing. By using the State of Arizona, Procurement Office contract with Blackstone Security Services, Inc., it will save the county in both time and money for a rate that already been established in the State of Arizona Procure bidding process.

Authorization to use a Cooperative Purchasing Agreement with the State of Arizona, Procurement Office, Contract No. ADSP013-054359, for Armed/Unarmed Security Services approved this _____ day of _____, 2016.

GILA COUNTY

Michael A. Pastor, Chairman of the Board

ATTEST:

Marian E. Sheppard, Clerk of the Board

APPROVED AS TO FORM:

Jefferson R. Dalton, Deputy Gila County Attorney, Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney

BLACKSTONE SECURITY SERVICES, INC.



Dan Swindall, President



AZ DPS License #1002987

Blackstone Security Services, Inc.

2400 West Dunlap Avenue, Suite 225
Phoenix, Arizona 85021

Office: (602) 265-6160 Fax:
(602) 265-6170
www.blackstonesecurity.com

"The secret to our success is in our people"

February 24, 2016

Ms. Jeannie Sgroi
Contracts Support Specialist
Gila County Finance Department
1400 East Ash Street
Globe, Arizona 85501

RE: 2016-2017 Quote for Court Security Screening Services in Payson

Dear Ms. Sgroi,

Please accept this correspondence as Blackstone Security Services quote to provide the above referenced services.

I have taken into consideration the ten (10) holidays that will not require coverage and that the hours of operation shall be 7:30 AM to 5:30 PM Monday through Friday. It is further understood that the service to be provided is Armed Security Services. I also understand that the County will be riding on the State Contract ADSPO13-054359, Security Services.

Utilizing the rate dictated by the state contract and calculating the number of man hours required from 4/2/16 through 4/1/17, Blackstone respectfully submits the below listed quote: Two hundred and fifty one working days will be \$83,081.00

Blackstone understands that the days and hours of coverage are subject to change depending on the needs of the County.

As always, should you require anything further, please feel free to contact me at your convenience.

Sincerely,

Dan Swindall
President

CONTRACT AGREEMENT FORM

Contract Name: Armed/Unarmed Security Services-Payson
Courthouse

Contract No.: ADSP013-054359

Statement of Mutual Consent and Intent

The parties, Gila County and Blackstone Security Services, Inc. agree to utilize the State of Arizona, State Procurement Office Contract No. ADSP013-054359 to procure armed security services provided by Blackstone Security Services, Inc. to Gila County, for a period of one year. All documents executed by the State of Arizona on Contract No. ADSP013-054359, apply to this procurement between Gila County and Blackstone Security Services, Inc.

At this time, the contract term is for a six month period, with the option to renew. Blackstone will invoice bi-weekly, with payment terms per State Contract No. ADSP013-054359 of Net 30. The \$39,058 will provide 2 armed security guards, working Mon-Friday from 7:30 to 5:30. If additional hours are required that cause the contract amount to exceed the \$39,058.00, an amendment to this agreement will be issued to increase the amount.

Contract End Date: 10-12-15 to 04-01-16

Renewal Option: ☒ Yes
☐ No

Maximum Dollar Limit: \$39,058.00

Contract Information

Firm Name: Blackstone Security Services, Inc.

Contact Person: Dan Swindall

Address: 2400 W. Dunlap Avenue, Suite 225

Phone No: 602-265-6160

City: Phoenix

State: AZ

Fax: _____

Email: www.blackstonesecurity.com

Special Notes:

Gila County is part of the Arizona State Purchasing Cooperative, for cooperative purchasing. By using the State of Arizona, Procurement Office contract with Blackstone Security Services, Inc., it will save the county in both time and money for a rate that already been established in the State of Arizona Procure bidding process.

Authorization to use a Cooperative Purchasing Agreement with the State of Arizona, Procurement Office, Contract No. ADSP013-054359, for Armed/Unarmed Security Services approved this 13th day of OCTOBER, 2015.

GILA COUNTY


Don E. McDaniel, County Manager



Blackstone Security Services, Inc.

2400 West Dunlap Avenue, Suite 225
Phoenix, Arizona 85021

Office: (602) 265-6160
Fax: (602) 265-6170
www.blackstonesecurity.com

"The secret to our success is in our people"

October 12, 2015

Ms. Jeannie Sgroi
Contracts Support Specialist
Gila County Finance Department
1400 East Ash Street
Globe, Arizona 85501

RE: Quote for Court Security Screening Services in Payson

Dear Ms. Sgroi ,

Please accept this correspondence as Blackstone Security Services quote to provide the above referenced services.

I have taken into consideration the seven (7) holidays that will not require coverage and that the hours of operation shall be 7:30 AM to 5:30 PM Monday through Friday. It is further understood that the service to be provided is Armed Security Services. I also understand that the County will be riding on the State Contract ADSPO13-054359, Security Services.

Utilizing the rate dictated by the state contract and calculating the number of man hours required from 10/12/15 through 4/1/16, Blackstone respectfully submits the below listed quote:

One hundred and eighteen working days will be \$39,058.00

Blackstone understands that the days and hours of coverage are subject to change depending on the needs of the County.

As always, should you require anything further, please feel free to contact me at your convenience.

Sincerely,

Dan Swindall
President



AZ DPS License #1002987

Blackstone Security Services, Inc.

2400 West Dunlap Avenue, Suite 225
Phoenix, Arizona 85021

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October 12, 2015

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RE: Quote for Court Security Screening Services in Payson

Dear Ms. Sgroi ,

Please accept this correspondence as Blackstone Security Services quote to provide the above referenced services.

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Utilizing the rate dictated by the state contract and calculating the number of man hours required from 10/12/15 through 4/1/16, Blackstone respectfully submits the below listed quote:

One hundred and eighteen working days will be \$39,058.00

Blackstone understands that the days and hours of coverage are subject to change depending on the needs of the County.

As always, should you require anything further, please feel free to contact me at your convenience.

Sincerely,

Dan Swindall
President



Revised-Offer and Acceptance

SOLICITATION NO.: ADSP013-00003094

PAGE

1

Armed / Unarmed Security Services

OFFEROR:

OF
47

State of Arizona
State Procurement Office
100 N 15th Avenue

Phoenix, Az. 85007

OFFER

TO THE STATE OF ARIZONA:

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer. Signature also certifies Small Business status.

Arizona Transaction (Sales) Privilege Tax License No.:

Federal Employer Identification No.:

75-3259965

Phone: 602-265-6160

Fax: 602-265-6170

Signature of Person Authorized to Sign Offer

Daniel L. Swindall

Printed Name

President & CEO

Title

Blackstone Security Services, Inc.

Company Name

6232 N 7th St., Suite 107

Address

Phoenix

Arizona

85014

City

State

Zip

By signature in the Offer section above, the Offeror certifies:

1. The submission of the Offer did not involve collusion or other anticompetitive practices.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 2009-9 or A.R.S. §§ 41-1461 through 1465.
3. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The Offeror certifies that the above referenced organization IS/ ☒ IS NOT a small business with less than 100 employees or has gross revenues of \$4 million or less.

ACCEPTANCE OF OFFER

The Offer is hereby accepted

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the State.

This Contract shall henceforth be referred to as Contract No.

ADSP013-054359

The effective date of the Contract is


8/15/2013

The Contractor is cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contract release document or written notice to proceed.

State of Arizona
Awarded this

12th day of August 2013

Procurement Officer

	SCOPE OF WORK		State of Arizona State Procurement Office 100 N.15th Ave., Suite 201 Phoenix, AZ 85007
	Solicitation No.: ADSP013-00003094	PAGE 4	
	Description: Armed / Unarmed Security Services	OF 47	

1. Introduction

The State intends to contract with multiple contractors to provide Armed / Unarmed Security Services throughout the State of Arizona. Successful contractors must be prepared to provide both Armed and Unarmed Security Personnel State wide according to the requirements contained in this Solicitation.

2. Background

The State intends to implement contract(s) for the purchase of Armed / Unarmed Security services State wide to replace the existing State contract EPSO70053, Unarmed / Armed Security – State wide set to expire on 8/15/2013.

3. Geographic Coverage

For the purpose of this contract, the State of Arizona has been separated into four (4) Arizona regions containing multiple counties. It is the intent of the State to award a contract(s) on a statewide basis.

Contracts may however be awarded by region if determined it is in the best interest of the State. The contractor shall provide both armed and unarmed security services; meet all requirements in accordance with Scope of Work, specifications, Terms, and Conditions for the entire term of this contract. The four (4) regions are listed below and shown in Exhibit A.

- Region 1 – Maricopa, Gila, and Pinal *
- Region 2 – Mohave, La Paz, and Yuma
- Region 3 – Yavapai, Coconino, Navajo, and Apache
- Region 4 – Greenlee, Graham, Pima, Cochise, and Santa Cruz

* If Region 1 is selected, Contractor must select at least one additional Region for coverage.

4. Scope of Services


The awarded Contractor shall be responsible for providing all labor, materials, equipment, vehicles and services required to provide armed and unarmed security services state wide or awarded geographic area in accordance with the requirements contained herein for prices set forth on the attached price sheets.

4.1 Contractor Qualifications and General Requirements

At a minimum, the contractor and assigned security personnel shall be licensed and registered with the Arizona Department of Public Safety in accordance with A.R.S. 32, Chapter 26 and all applicable Arizona Department of Public Safety rules and regulations for security guard agencies and employees.

4.2 UNARMED - Services may include but are not be limited to All UNARMED security guard personnel assigned to the State shall:

- 4.2.1 Provide armed, unarmed, vehicle patrol security, and emergency response personnel for various State agencies;
- 4.2.2 Control access through public entrance doors;
- 4.2.3 Sign in visitors and determine purpose of visit, provide directions, escort employees;
- 4.2.4 Answer alarms and emergencies;
- 4.2.5 Respond to reported suspicious situations and emergency needs;
- 4.2.6 Perform parking lot surveillance, and check that doors are locked after office hours;
- 4.2.7 Be mentally alert and void of any serious hearing impairment;
- 4.2.8 Possess good visual capacity required to perform all required security functions;


	SCOPE OF WORK		State of Arizona State Procurement Office 100 N.15th Ave., Suite 201 Phoenix, AZ 85007
	Solicitation No.: ADSP013-00003094	PAGE 5	
	Description: Armed / Unarmed Security Services	OF 47	

- 4.2.9 Be a minimum of twenty one (21) years of age;
- 4.2.10 Possess either a High School degree or GED;
- 4.2.11 Graduate of a certified security officer/guard training program per Arizona Revised Statutes Title 32, Chapter 26;
- 4.2.12 Not have any felony convictions;
- 4.2.13 Not have a military dishonorable or undesirable discharge;
- 4.2.14 Be literate in the English language (able to read, write, and speak and understand clearly);
- 4.2.15 Capable of writing reports and maintaining daily activity log;
- 4.2.16 Possess required certificates of permits;
- 4.2.17 Meets the physical demands required in frequent walking and prolonged standing and sitting;
- 4.2.18 Possess a current First Aid and CPR certification cards;
- 4.2.19 Have familiarity with the use of a defibrillator;
- 4.2.20 Consent to be fingerprinted and submit to a background check;
- 4.2.21 Consent to successfully complete additional training as required by the designated State;
- 4.2.22 Successfully passed a pre-employment FBI background check;
- 4.2.23 Have had no convictions for felonies or any crimes involving moral turpitude or illegal use or possession of a dangerous weapon;
- 4.2.24 Possess a thorough knowledge of all security rules, regulations, procedures, and laws pertaining to detaining individuals;
- 4.2.25 Successfully passed the company's drug screening program;
- 4.2.26 Have in their possession, while on duty, an identification card in compliance with the Arizona Revised Statute 32-2633;
- 4.2.27 Have and maintain a valid Arizona Driver's License;
- 4.2.28 Be in good physical condition and capable of performing all assigned duties to include, but not limited to: Standing and or walking during entire assigned shift, occasional climbing of stairs and / or ladders, occasional lifting or carrying of objects weighing up to 50 pounds, occasional running of short distance (Minimum of one mile), using when necessary, self-defense in order to protect themselves as well as the State staff from both armed and unarmed attacks;
- 4.2.29 Enforce "no smoking" regulations;
- 4.2.30 Not allow unauthorized personnel into any restricted area; and,

Additional Requirements:

- 4.3 ARMED -** All ARMED security guard personnel assigned to the State shall meet the requirements of Section 4.2 and shall:
 - 4.3.1 Be capable of providing security guard services to all regions awarded for the full term of the contract;
 - 4.3.2 Successfully complete the required firearms training per Arizona Revised Statute, A.R.S., Title 32, Chapter 26;
 - 4.3.3 Not be a prohibited possessor as defined in section A.R.S. 13-3101 or as described in Section 18 United States Code 922;
 - 4.3.4 Not have been convicted of any crime involving domestic violence as defined in Section A.R.S.13-3601;
 - 4.3.5 Not use shotguns or rifles under this contract unless specifically requested in a task order by the State;
 - 4.3.6 Carry firearms at all times while on duty; at no time is the firearm to be concealed;
 - 4.3.7 Have in possession a valid firearm permit;
 - 4.3.8 Not store weapons on any State premises unless required by the State and stated in a task order.

This is an example of the types of services provided and is not intended to limit the scope of services required. Agencies will work directly with the contractor and establish a scope of work depending on individual needs via a task order;

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4.4 Employees

- 4.4.1 The Contractor shall provide mentally alert and physically capable, adequately trained, experienced, responsible, and qualified adult personnel to perform the required contracted services in a safe, orderly, and timely manner. The State may require that the Contractor remove from the job any employees who endanger persons or property or whose continued employment under this contract is inconsistent with the interest of the State;
- 4.4.2 Employees, while on duty, shall be appropriately dressed in clothing/uniform and may be required to wear an identification-patch; and,
- 4.4.3 Only employees of the Contractor designated with an identification patch/uniform will be allowed in the work locations during working hours.

4.5 Appearance

- 4.5.1 All security guard personnel assigned to work at the State shall be neat and clean in attire and person. Security guard personnel shall be properly uniformed while on duty and shall conduct themselves in a professional manner. All security guard shall wear and display badges and other identification required by designated State and in accordance with Arizona Revised Statute 32-2635 and Department of Public Safety, R13-6-501 and 502;


4.6 Vehicle Patrol

- 4.6.1 All Contractor vehicles under the control of any security guard personnel for specific Vehicle Patrol by the State shall comply with all traffic-control laws;
- 4.6.2 A vehicle under the control of a security guard agency is not an authorized emergency vehicle. The vehicle under the control of a security guard shall not be equipped with a siren or bell unless the vehicle is an armored car equipped with a siren as a crime alarm device;
- 4.6.3 All vehicles must be in good working order and properly licensed, insured, and registered with the State; and,
- 4.6.4 Vehicle markings, emblems, and insignia's shall be in accordance with Department of Public Safety, Title 13, Article 5, R13-6-503.

4.7 General Duties/Patrol

Assigned security personnel shall conduct periodic patrols of the facility parking lots for the purposes of monitoring, detecting and reporting of all unusual occurrences. Some assignments may require vehicle patrol. While on duty, the guard, as a representative for the State of Arizona performing assignments shall:

- 4.7.1 Wear Contractor issued "standard security guard uniforms";
- 4.7.2 Have company badges prominently displayed;
- 4.7.3 Complete assigned duty circuit "random facility patrols" according to designated schedules; this includes periodic patrols of the facilities interior structure and exterior grounds or designated area by State;
- 4.7.4 Serve as an escort for the State staff when requested;
- 4.7.5 Respond to all pages and calls as soon as possible without unnecessary delay to insure the safety of all personnel;
- 4.7.6 Notify their immediate supervisor in the event of an unscheduled absence to enable alternative coverage of the duty circuit;
- 4.7.7 Perform duties in a professional manner at all times;
- 4.7.8 Be courteous and respectful to the public and the State staff at all times being firm only when necessary;
- 4.7.9 Not be required to take any form of physical and verbal abuse from the public or State staff. Will report any incidences to State authorized designee through a written account at the end of the shift;

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- 4.7.10 Report any situation not able to handle to the Supervisor. The Supervisor will remain available for support as needed;
- 4.7.11 Ensure all breaks are taken on the facility grounds. Leaving the facility will result in a request for employee to be replaced;
- 4.7.12 Carry a company issued cell phone and/or radio to ensure communication at all times while on duty;
- 4.7.13 Cover all assigned posts at all times;
- 4.7.14 Smoke only in designated authorized areas only;
- 4.7.15 Consume only Non-alcoholic beverages while at post;
- 4.7.16 Be prohibited from consuming non-alcoholic beverages when the public is in the facility;
- 4.7.17 During duty hours maintain control of premises entry/exit; unarmed walking surveillance boundaries;
- 4.7.18 Be properly trained and capable of operating and or using State Security cameras and monitoring system equipment, walkthrough metal detectors, hand held metal detectors, as well as occasionally performing package searches;
- 4.7.19 Maintain weapons lockers as per State policy; and,
- 4.7.20 Perform other general security duties in accordance with written and oral instructions issued by designated State agency.

4.8 Response Time

On-site response time by the awarded Contractor shall be within twenty-four (24) hours of notification by the using State agency. Contractor's facilities must be open for business and available to provide the services contained herein during the normal business hours of 8:00 AM till 5:00 PM Monday through Friday (excluding State holidays).


- 4.8.1 Any security guard personnel assigned to work at the State and voluntarily leave their post or are required to be removed by the State at any time during a shift; it is the Contractors responsibility to replace those personnel with qualified alternate security personnel within two (2) hours.
- 4.8.2 The Contractor will be required to remove and replace any security personnel that the State finds objectionable for any cause. The State representative or designee will report the name of the security personnel and the reason for removal to the Contractor. The Contractor shall replace the employee with a qualified alternate security by the start of the next shift. The Contractor shall supply the State with all proper license and certification for the replacement security personnel within twenty-four (24) hours.

4.9 Late for Duty

Tardiness is not allowed or excused. It is important for the Contractor to adhere to the time frames for service as set forth in this contract. Services are for the seven days of the week. Any change in schedule times will be provided to the Contractor at least twenty-four (24) hours prior to implementing a new time schedule. If the Contractor does not meet the scheduled times exactly, meaning the security guard personnel is not present for duty at the time specified, the State will file a deficiency report with the State Procurement Office.

4.10 Reporting/Record Keeping

Assigned security personnel shall be responsible for notifying all appropriate State personnel in the event of fire, fire alarm related incidents, unsafe conditions, vandalism, theft or intrusion, crimes committed and criminal activity as soon as is practical. Contractor shall submit written reports of all unusual incidents or hazardous conditions at the conclusion of each shift. Contractor shall maintain, and submit upon request, complete and chronologically accurate and legible security shift log to the State authorized designee.

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The Contractor shall maintain complete and accurate records required to substantiate services provided to the State. Such records must indicate the security personnel providing the service along with the times and dates of service. The Contractor must make these records available to the State upon request.

4.11 Billing

A two (2) hour shift minimum will be allowed and may be billed. All employees must sign in and out for each shift. Copies of all sign in and out sheets must accompany all invoices.

Example: A State agency may require Security Guard services for a 30-minute meeting. The security guard is able to bill two (2) hours in providing this coverage.

Overtime

Overtime hours invoiced will not be paid unless previously approved by a State representative authorized in writing.

4.12 Inspection of Assigned Personnel

The Contractor shall periodically, and upon request of the State, examine and review the security personnel at the assigned location to determine compliance with assigned duties. The Contractor must maintain a written record of each inspection documenting the dates, times and any comments the service provided and shall make the records available to the State upon request.

5.0 Agency Responsibilities

The State shall determine the number of security personnel and supervisors required and provide a schedule to the Contractor. All changes to the schedule must have State approval.

5.1 The hours of service will be designated by the State based upon facility requirements.

5.2 Designation of specific assignments outside the facility shall be determined by the State.

5.3 The State reserves the right to interview and approve or disapprove any of the personnel to be assigned to the contract.

5.4 The State will provide post orders that are to be followed by security personnel.

6.0 Task Order Assignments

6.1 Within the guidelines set forth in this Scope of Work, a detailed Task Order shall be developed for each Armed / Unarmed Assignment and agreed to by both parties. The Task Order shall describe additional requirements based on the State's needs and incorporated herein by reference.


State Task Orders shall define additional requirements such as:

- Additional Training Requirements (required video viewing or policy and procedures, documentation, etc.);
- Knowledge of security equipment (metal detectors, video cameras, etc.);
- Duration of assignment from start to finish.

6.2 Contractor and State shall negotiate pricing consistent with the Contractor's price sheets;

6.3 The Contractor shall complete all work in accordance with the provisions of this Scope of Work and the Task Order as negotiated for each specific Assignment;

6.4 Assigned security guard personnel shall perform other general security duties in accordance with written and oral instructions issued by the State authorized designee; and,


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6.5 Contractor shall assign all Task Order's a unique number beginning with "**6.0 – State Agency Name – unique number**" as assigned by the Contractor for reference. **Exhibit B** shows an "example only" of a task order.

7.0 Will Call/Ordering Support

The Contractor(s) shall provide and maintain applicable toll-free telephone numbers and facsimile numbers for State use. Failure to maintain this service may be cause for cancellation of the contract.

(End of Section)

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1. Definition of Terms

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

- 1.1. *"Attachment"* means any item the Solicitation requires the Offeror to submit as part of the Offer.
- 1.2. *"Contract"* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
- 1.3. *"Contract Amendment"* means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- 1.4. *"Contractor"* means any person who has a Contract with the State.
- 1.5. *"Days"* means calendar days unless otherwise specified.
- 1.6. *"Exhibit"* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- 1.7. *"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.
- 1.8. *"Materials"* means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
- 1.9. *"Procurement Officer"* means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
- 1.10. *"Services"* means the furnishing of labor, time or effort by a Contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
- 1.11. *"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 the Contract.
- 1.12. *"State"* means the State of Arizona and Department or Agency of the State that executes the Contract.
- 1.13. *"State Fiscal Year"* means the period beginning with July 1 and ending June 30.

2. Contract Interpretation

- 2.1. Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
- 2.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this

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Contract are a part of this Contract as if fully stated in it.

- 2.3. 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:

2.3.1. Special Terms and Conditions;

2.3.2. Uniform Terms and Conditions;

2.3.3. Statement or Scope of Work;

2.3.4. Specifications;

2.3.5. Attachments;

2.3.6. Exhibits;

2.3.7. Documents referenced or included in the Solicitation.

- 2.4. 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.


- 2.5. 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.

- 2.6. 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 and no other understanding either oral or in writing shall be binding.


- 2.7. 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. Contract Administration and Operation

- 3.1. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "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 at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 3.2. 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.
- 3.3. Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

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- 3.4. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.
- 3.5. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.
- 3.6. Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 3.7. Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.
- 3.8. Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by Contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.
- 3.9. 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.
- 3.10. E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.

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3.11. Scrutinized Businesses. In accordance with A.R.S. § 35-391 and A.R.S. § 35-393, Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.

3.12. Offshore Performance of Work Prohibited.

Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

4. Costs and Payments

4.1. 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 invoice for payment from the State within thirty (30) days.

4.2. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

4.3. Applicable Taxes.

4.3.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.

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


4.3.3. Tax Indemnification. 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, and 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.

4.3.4. IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

4.4. Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.

4.5. Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:

- 4.5.1. Accept a decrease in price offered by the Contractor;
- 4.5.2. Cancel the Contract; or
- 4.5.3. Cancel the contract and re-solicit the requirements.


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5. Contract Changes

- 5.1. Amendments. 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 within the scope of the Contract. 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 a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.
- 5.2. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- 5.3. Assignment 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.

6. Risk and Liability

- 6.1. Risk of Loss: The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase 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.
- 6.2. Indemnification
 - 6.2.1. Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the Contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.
 - 6.2.2. Public Agency Language Only 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."
- 6.3. Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the Contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

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6.4. Force Majeure.

6.4.1. 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; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2. Force Majeure shall not include the following occurrences:

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

6.4.2.2. 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

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

6.4.3. 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 results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4. 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.

6.5. 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, toward fulfillment of this Contract.


7. Warranties

7.1. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

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

7.2.1. Of a quality to pass without objection in the trade under the Contract description;

7.2.2. Fit for the intended purposes for which the materials are used;

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

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

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

7.3. Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

7.4. Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.

7.5. 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.

7.6. Survival of Rights and Obligations after Contract Expiration or Termination.

7.6.1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract 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.

7.6.2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.


8. State's Contractual Remedies

8.1. 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 under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

8.2. Stop Work Order.

8.2.1. 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 period(s) of days indicated by the State after the order is delivered to the Contractor. 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.

8.2.2. 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


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Contract shall be amended in writing accordingly.

- 8.3. Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.
- 8.4. Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
- 8.5. Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9. Contract Termination

- 9.1. 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.
- 9.2. 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 or securing the Contract, an amendment to the Contract, or 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.
- 9.3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor 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. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the Contractor becomes suspended or debarred, the contractor shall immediately notify the State.
- 9.4. Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

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9.5. Termination for Default.

9.5.1. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

9.5.3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

9.6. Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10. Contract Claims


10.1. All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11. Arbitration

11.1. The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

12. Comments Welcome

12.1. The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 201, Phoenix, Arizona, 85007.

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Purpose

Pursuant to provisions of the Arizona Procurement Code, ARS 41-2501 et seq., the State of Arizona, State Procurement Office intends to establish a contract for the materials or services as listed herein.


1. **DEFINITIONS** As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:
 - 1.1. "Armed Security Guard" – A security guard that will provide security to State Agencies and will carry a licensed firearm.
 - 1.2. Shall or Must – Denotes that which is a mandatory requirement. Failure to meet a mandatory requirement will result in the rejection of a bid proposal as material non-responsive.
 - 1.3. Unarmed Security Guard – A security guard that will provide security to State Agencies without carrying a licensed firearm.
2. **Eligible Agencies (Statewide)** - This contract shall be for the use of all State of Arizona departments, agencies, commissions and boards. In addition, eligible universities, political subdivisions and nonprofit educational or public health institutions may participate at their discretion. In order to participate in this contract, a university, political subdivision, or nonprofit educational or public health institution shall have entered into a Cooperative Purchasing Agreement with the Department of Administration, State Procurement Office as required by Arizona Revised Statutes § 41-2632.

3. CONTRACT ADMINISTRATION

- 3.1. **Contract Term** - The term of any resultant contract will commence on the date of award and will continue for one year unless canceled, terminated or extended as otherwise provided herein.
- 3.2. **Contract Extension** - The contract term is for a one (1) year period subject to additional successive periods of a maximum twelve months per extension with a maximum aggregate including all extensions not to exceed Four (4) years.
- 3.3. **Contract Type (Firm Fixed Price)** - The contract shall be a firm fixed price, indefinite quantity.
- 3.4. **Licenses** - Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of a business conducted by the Contractor.
- 3.5. **Administrative Fee** - Contractor shall pay an Administrative Fee to the State in the amount of one percent (1%) of the total contract sales. The Administrative Fee is calculated based on all sales transacted under the contract, minus all taxes and any returns or credits. The Administrative Fee shall not be charged directly to the customer, e.g., as a separate line item, a fee or a surcharge, but shall be included in the contract's unit prices.

The Administrative Fee shall be submitted, along with a Quarterly Usage Report documenting all contract sales, to the State Procurement Office within thirty (30) days following the end of each calendar quarter. For more information on the Quarterly Usage Report or the Administrative Fee, its calculation, submission or use, see the State Procurement Office's web site at: http://spo.az.gov/Contractor_Resources/Admin_Fee.

At its option, the State may limit the applicability of the Administrative Fee to contract sales from some customers and not to others, e.g., fee is only applicable to sales from members of the State Purchasing Cooperative and not sales to State Agencies. See the State's website (above) for more information in this regard. The State will provide thirty (30) days written notice before exercising or changing this option.

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Failure to remit Administrative fees in a timely manner or remit fees inconsistent with the contract's requirements may result in the State exercising any recourse available under the contract including a third party audit of all contract activity. Should an audit be required by the State, the Contractor shall reimburse the State for all costs associated with the audit up to \$5,000 or one (1%) percent of the contract's estimated annual value, whichever is higher.

- 3.6. Usage Report** - The Contractor shall furnish the state a usage report delineating the acquisition activity governed by the contract. The format of the report shall be approved by the state and shall disclose the quantity and the dollar value of each contract item by individual purchasing unit.

The usage reports shall be due at the end of each Quarter and are to be furnished to the contract officer of record no later than 15 days after the end of Quarter as follows:

First Quarter =	January 1 – March 31
Second Quarter =	April 1 – June 30
Third Quarter =	July 1 – September 30
Fourth Quarter =	October 1 – December 31

- 4. ESTIMATED QUANTITIES (Considerable)** - The state anticipates considerable activity resulting from contracts that will be awarded as a result of this solicitation; however, no commitment of any kind is made concerning quantities actually acquired and that fact should be taken into consideration by each potential Contractor.
- 5. NOTICE OF DEFAULT** - The State reserves the right to cancel the whole or any part of the contract due to failure of the Contractor to carry out any term, promise, or condition of the contract. The State will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as in any of the following:

The Contractor provides personnel that do not meet the requirements of the contract.

The Contractor fails to perform adequately the services required in the contract.

The Contractor attempts to impose on the State, personnel, which are of an unacceptable quality.

The Contractor fails to furnish the required product within the time stipulated in the contract.


The Contractor fails to make progress in the performance of the requirements of the contract and/or gives the State a positive indication that the Contractor will not or cannot perform to the requirements of the contract.

If the Contractor does not correct the above problem(s) within ten (10) days after receiving the notice of default, the State may cancel the contract. If the State cancels the contract pursuant to this clause, the State reserves all rights or claims to damage for breach of contract.

6. DIVERSITY

- 6.1. Americans with Disabilities Act of 1990** The Contractor shall comply with the Americans with Disabilities Act of 1990 (Public Law 101-336) and the Arizona Disability Act of 1992 (A.R.S § 41-1492 et. seq.), which prohibits discrimination of the basis of physical or mental disabilities in delivering contract services or in the employment, or advancement in employment of qualified individuals.

- 6.2.** Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contracting the Contract Manager for the solicitation. Request should be made as early as possible to allow time to arrange the accommodation.


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7. CONTRACTOR PERSONNEL -

During the course of the contract, the State reserves the right to require the Contractor to reassign or otherwise remove from the project any Contractor employees found unacceptable by the State.

The State reserves the right to approve in advance in writing, any changes to the Contractor personnel specified in the Contractor's proposal. The State will not unreasonably exercise the rights reserved under this paragraph.

- 7.1. **Key Personnel** - It is essential that the Contractor provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must assign specific individuals to the key positions. Once assigned to work under the contract, key personnel shall not be removed or replaced without the prior written approval of the issuing agency and a copy to the procurement office of record;
- 7.2. **Contractor's Other Contract Responsibilities** - Furnish all necessary labor, tools, equipment, vehicles, supplies, and traffic control services and devices as needed to effectively perform the services as specified in this contract;
- 7.3. **Contractor Selection and Assignments** - The State makes no guarantee as to the amount of work to be assigned to any Contractor and may exercise its option not to utilize the services requested herein. The State is under no financial obligation to any selected Contractor unless the State issues a Purchase Order for a specific assignment;
- 7.4. **Code of Conduct** - The Contractor shall avoid any action that might create or result in the appearance of a) inappropriate use or divulging of information gathered or discovered pursuant to the performance of its duties under the contract; b) acted on behalf of the State without appropriate authorization; c) provided favorable or unfavorable treatment to anyone; d) made a decision on behalf of the State that exceeded its authority, could result in impartiality, or have a political consequence for the State; e) misrepresent or otherwise impeded the efficiency, authority, actions, policies, or adversely affect the confidence of the public or integrity of the State; or, f) loss of impartiality when advising the State;
- 7.5. **Compliance Requirements for A.R.S. § 41-4401, Government Procurement; E-Verify Requirement.**
 The Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the e-verify program). A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the Contractor may be subject to penalties up to and including termination of the contracts. Failure to comply with a State audit process to randomly verify the employment records of Contractors and subcontractors shall be deemed a material breach of the contract and the Contractor may be subject to penalties up to and including termination of the contract. The State retains the legal right to inspect the papers of any employee who works on the contract to ensure that the Contractor or subcontractor is complying with the warranty.
- 7.6. **Removal of Contractor's Employees** - The Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work. The State may require that the Contractor remove from the job covered by this contract, employees who endanger persons or property or whose continued employment under this contract is inconsistent with the interest of the State;

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8. **CONFLICT OF INTEREST** - The Contractor covenants that no public or private interest exists and none shall be acquired directly or indirectly which would conflict in any manner with the performance of Contractor's contract;

9. **INDEPENDENT CONTRACTOR** - This contract is for the Contractor to provide work under a service agreement with the State and not as an employee or agent of the State. The Contractor is solely and exclusively responsible, legally and financially, for wages, per diem, taxes, Social Security payments, health benefits, insurance, bonds, Workmen's Compensation costs, and any other fees or expenses the contractor may be required to pay in his normal course of business.

10. **ACCURACY OF WORK** - The Contractor shall be responsible for the accuracy of the work and shall promptly make all necessary revisions or corrections resulting from errors and omissions on the part of the Contractor without additional compensation. Acceptance of the work by the State will not relieve the Contractor of the responsibility for subsequent correction of any such errors and the clarification of any ambiguities.

11. ORDERING / BILLING –

11.1. **Ordering Process** - This contract was awarded in accordance with the Arizona Procurement Code and all transactions and procedures required by the code for competitive source selection have been met. A contract release order/purchase order, initiated in accordance with the requirements contained herein, that cites the correct Arizona contract number is the only document required for the State to order and the Contractor to deliver the material and /or service;

Any attempt to represent any material and/or service not specifically awarded, as being under contract with the State of Arizona is a violation of the contract and the Arizona Procurement Code. Any such action is subject to the legal and contractual remedies available to the state inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the Contractor;

11.2. All billing notices or invoices shall be sent to the eligible using state agency whose address appears on the contract release order/purchase order as the 'bill to address' and should contain, at a minimum, the following information:

- a. Name and address of the Contractor;
- b. Both the contract number and contract release/purchase order number;
- c. The Contractors federal tax identification number;
- d. The Contractor's remittance address;
- e. A description of the goods or services provided;
- f. Quantity and delivery/service timeframe;
- g. Itemized (if applicable) and total invoice pricing.


12. TASK ORDER(S)

12.1. As stated in the Scope of Work, Section 6, the Contractor shall furnish to the State, when ordered, an agreed upon final Task Order. The Contractor shall furnish to the State services specified by the mutually agreed upon Task Order issued in accordance with the Ordering clause.

12.2. Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the task order. Task orders may be amended.

12.3. There is no limit on the number of task orders that may be issued.

13. REQUIREMENTS CONTRACT

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13.1. This is a requirements contract for the services specified and effective for the period stated. The quantities of service specified are estimates only and are not purchased by this contract.

13.2. Task performance shall be made only as authorized by task orders issued in accordance with the Ordering clause. Subject to any limitations elsewhere in this contract, the Contractor shall furnish to State services specified and called for by task orders issued in accordance with the Ordering clause.

13.3. Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the task order. Task orders may be amended.

14. PAYMENT

14.1. Hourly rates must contain all direct and indirect costs including, but not limited to overhead, wages, fee or profit, clerical support, portal to portal travel expenses. Time spent in traveling to and from the work site or employee's normal work station shall not be billed to the State.

14.2. Payments will be made for the actual hours worked and/or other costs incurred or provided for in accordance with **Attachment IV - Price Schedule**.

14.3. Overtime hours are calculated as hours worked by a single security guard for the same State in excess of forty (40) hours in a week and will be paid in accordance with **Attachment IV – Price Schedule**.

14.4. The State does not guarantee any minimum or maximum fee during the period of this contract, and the Contractor, in accepting this contract, does not anticipate any minimum or maximum fee.

14.5. The State shall pay the Contractor in full for each Task Assignment upon satisfactory completion and acceptance by the using Agency.

14.6. The Contractor shall provide back-up documentation with each invoice. The back-up documentation shall clearly indicate the hours worked, date, and employee's name, including sub-contractors. All backup documentation shall include copies of any sub-contractors or vendor invoices.

15. RATE INCREASE - The Contractor shall submit a request for a rate increase a minimum of 90 days prior to the contract renewal date. The request shall be in writing and include supportive justification for the proposed increase. The rate increase shall only be considered at time of contract extension. The State will review the request and shall determine if the increase shall be granted or if an alternate option is in the best interests of the State. The rate increase adjustment, if approved, will be effective and executed via a contract amendment.

16. INDEMNIFICATION

Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities 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



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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 State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

This indemnity shall not apply if the Contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

17. INSURANCE

Insurance Requirements:

17.1. Contractor and subcontractors shall procure and maintain, until all of their obligations, 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.

17.2. The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona 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, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

17.3. **Minimum Scope and Limits of Insurance:** Contractor shall provide coverage with limits of liability not less than those stated below.

17.3.1. Commercial General Liability – Occurrence Form

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

- General Aggregate \$5,000,000
- Products – Completed Operations Aggregate \$5,000,000
- Personal and Advertising Injury \$5,000,000
- Blanket Contractual Liability – Written and Oral \$5,000,000
- Damage to Rented Premises \$ 50,000
- Each Occurrence \$5,000,000

- a. The policy shall be **endorsed to include errors and omissions coverage.**
- b. Policy shall be endorsed to **include master key coverage.**
- c. Policy shall be endorsed to **include coverage for "care-custody-control"** of property of others.
- d. Policy shall **include coverage for the operation of mobile equipment.** (if required as part of the Scope of Services).
- e. The policy shall be endorsed to include the following additional insured language: **"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor."** Such additional insured shall be covered to the full limits of liability



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purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

- f. Policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- g. The policy shall be endorsed to cover reasonable use of force to protect persons or property.

17.3.2. Business Automobile Liability

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

- Combined Single Limit (CSL) \$1,000,000
- a. The policy shall be endorsed to include the following additional insured language: ***"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor."*** Such additional insured shall be covered 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.
- b. Policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- c. Policy shall contain a severability of interest provision.


17.3.3. Worker's Compensation and Employers' Liability

- Workers' Compensation Statutory
- Employers' Liability
- Each Accident \$ 500,000
- Disease – Each Employee \$ 500,000
- Disease – Policy Limit \$1,000,000
- a. Policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH Contractor or subcontractors exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

17.4. Additional Insurance Requirements:

The policies shall include, or be endorsed to include, the following provisions:

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

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indemnification provisions of this Contract.

17.5. Notice of Cancellation: With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the State of Arizona. Such notice shall be sent directly to **State of Arizona, State Procurement Office, 100 N. 15th Avenue, Phoenix, Arizona 85007, Attn: Procurement Officer** and shall be sent by certified mail, return receipt requested.

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

17.7. Verification of Coverage: Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract 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 **State of Arizona, State Procurement Office, 100 N. 15th Avenue, Phoenix, Arizona 85007, Attn: Procurement Officer**. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

17.8. Subcontractors: Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

17.9. Approval: Any modification or variation from the *insurance requirements* in this Contract shall be made by the contracting agency in consultation with the Department of Administration, Risk Management Division. Such action will not require a formal Contract amendment, but may be made by administrative action.

17.10. Exceptions: In the event the Contractor or sub-contractor(s) is/are a public entity, then the insurance requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the Contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

18. NON-EXCLUSIVE CONTRACT This contract has been awarded with the understanding and agreement that it is for the sole convenience of the State of Arizona. The State reserves the right to obtain like goods or services from another source when necessary. Off-contract purchase authorization(s) may be approved by either the agency (within an agencies delegated authority) or by the State Procurement Office. Approvals shall be at the exclusive discretion of the State and shall be final. Off-contract procurement shall be consistent with the Arizona Procurement Code.



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100 N.15th Ave., Suite 201
Phoenix, AZ 85007

19. FINANCIAL STABILITY - The Agency must be notified in writing of any substantial change in the Offeror's financial condition during the term of the Contract. Failure to notify the State Procurement Officer of such a substantial change in financial condition will be sufficient grounds for terminating the Contract.

20. NOTICES - All notices, requests, demands, consents, approvals, and other communications which may or are required to be served or given hereunder (for the purposes of this provisions collectively called 'Notices'), shall be in writing and shall be sent by registered or certified United States mail, return receipt requested, postage prepaid, addressed to the party or parties to receive such notice as follows:

If intended for the State, to:

Department of Administration
State Procurement Officer
Attention: Procurement Officer
100 N 15th Avenue, Suite 201
Phoenix, Arizona 85007

If intended for the Contractor, to:

The Contractor Company Name
Attention: Contractor Contact
Address:
City, State, Zip

21. ORGANIZATION-EMPLOYMENT DISCLAIMER

21.1. The contract is not intended to constitute, create, give to, or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the right and obligations of the parties shall be only those expressly set forth in the contract.

21.2. The parties agree that no persons supplied by the Contractor in the performance of Contractor's obligations under the contract are considered to be State employees, and that no right of State civil service, retirement or personnel rules accrue to such persons. The Contractor shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, worker's compensation, occupational disease compensation, unemployment compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the State harmless with respect thereto.


22. RELATIONSHIP WITH OTHERS - The Contractor shall cooperate fully with the State, the Arizona counties, municipalities and local government officials, and all such others as may be required in the performance of this Contract. This shall include attendance at meetings, discussion, and hearings, as may be required; presentation of data, as may be requested from time to time by the State to effect such cooperation; and compliance with all directives issued by the State.

23. SCRUTINIZED BUSINESS OPERATIONS

Pursuant to A.R.S. § 35-391.06 and § 35-393.06, the Contractor certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section the term "scrutinized business operations" shall have the meanings set forth in A.R.S. § 35-391 or and § 35-393, as applicable.

24. SECURITY

Contractor's current and subsequent personnel, as well as those of their duly recognized subcontractors, shall comply with all applicable statutes, administrative regulation, policies, practices and procedures

	Special Terms and Conditions		State of Arizona State Procurement Office 100 N.15th Ave., Suite 201 Phoenix, AZ 85007
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while providing supplies and/or services under the contract. Notwithstanding any additional security requirements in the Scope of Work, as deemed necessary by the State, certain personnel with access to sensitive information and/or infrastructure of the State or an Eligible Agency, shall be subject to background checks.

25. SECURITY CLEARANCE

A security clearance may be required of the Contractor and of all employees of the Contractor or subcontractor as designated by the using Agency.


26. SUBCONTRACTORS

Supplemental to the Subcontractor term in the Uniform Terms and Conditions, Contractor shall not enter into any Subcontract under this Contract, for the provision of supplies or performance of services under this Contract, without the advance written approval of the Procurement Officer. When requesting the Procurement Officer's approval, the Contractor shall list all new subcontractors, their contact information, certifications required of them, their Minority and Women Owned Enterprise status (cite any certifications use in determining such status) as well as the subcontractor's proposed responsibilities under the Contract. With the request, Contractor shall certify that all Subcontracts incorporate by reference the terms and conditions of this Contract.

27. SUSPENSION OF WORK

The State shall immediately suspend operations when work performance is observed in violation of safety rules, regulations or practices.

(End of Section)

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RESPONSE QUESTIONNAIRE

INSTRUCTIONS: Offeror(s) shall utilize Attachment I in response to the Evaluation Criteria stated in Section 6.2 of the Special Instructions to Offerors in this Request for Proposal.

- Attach as part of your ProcureAZ proposal, a singular file in Adobe Acrobat (PDF) format named **ADSP013-00003094 [Offerors Name] 'Response_Questionnaire.pdf'** that contain the responses to all of the Questionnaire items ("items") listed below. **Include the item number when responding to each item.** Mere reiterations of this solicitations tasks and subtasks are strongly discouraged as they do not provide insight into the Offeror's ability to complete the contract.
- Prepare a response to each item that demonstrates Offeror's ability to satisfy the items outlined in the Statement of Work. Responses shall be designed to convince the State that the Offeror's approach and capacity are realistic, attainable, and appropriate to the needs of this solicitation.
- When an item asks you to describe methods, policies, procedures or systems, describe the logical progression of tasks and efforts starting with the initial steps or tasks to be accomplished and continuing until all proposed tasks are fully described. Use straightforward language limited to facts, solutions to problems, and plans of proposed action. Limit the use of technical language to describing technical processes.

ITEMS: The Offeror shall provide the following information to support their firm's qualifications to perform the required work:

1. METHOD OF APPROACH:


- A. Offeror shall select the region(s) being proposed for Armed / Unarmed Services and provide a narrative of how their selected coverage will be achieved under this contract.

- ☐ Region 1 – Maricopa, Gila, and Pinal *
- ☐ Region 2 – Mohave, La Paz, and Yuma
- ☐ Region 3 – Yavapai, Coconino, Navajo, and Apache
- ☐ Region 4 – Greenlee, Graham, Pima, Cochise, and Santa Cruz

*** If Region 1 is selected, Contractor shall select at a minimum one other Region for coverage.**

- B. Offeror shall provide a written narrative explaining their processes for pre-employment background investigation / screening and any ongoing screening processes.
- C. Offeror shall provide a written narrative explaining their employee training program. Training, at a minimum, must meet the requirements in A.R.S. §32-2632.
- D. Offeror shall provide a written narrative explaining their Drug & Alcohol Policy and Testing Procedures and any on-going testing.
- E. Offeror shall provide a written narrative explaining any technology used to assist their security personnel/firms and how this would benefit the State.
- F. Offeror shall provide a written narrative explaining their processes or procedures that address each of the following service levels:

F.1. Response Times (Section 4.8 - Special Terms and Conditions);

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F.2. Will Call/Ordering Support (Section 7.0 - Scope of Work);

F.3. Processes or procedures in place for reporting and record keeping in the daily monitoring, and detecting duties to the State and from employee to supervisor. If forms are used, provide examples. (Section 4.10 - Scope of Work)

G. Offeror shall describe his or her Emergency protocol procedures.

H. Offeror shall provide any and all information that documents successful and reliable experience and past performance that relates to the Scope of Work for the last five years.

I. Offeror shall describe their company's communication plan to include employees and management.

2. CAPACITY OF OFFEROR:

A. Offeror shall provide evidence, in the form of certifications, of their firm's current status as a private security agency as licensed through the Arizona Department of Public Safety, pursuant to A.R.S. Title 32, chapter 26.

B. Offeror shall provide documentation of any and all certificates required by security personnel.

C. Offeror to outline their capacity to provide the requested services Statewide.

D. Offeror shall provide address of the Offeror's main office and any satellite offices.

E. Offeror shall provide number of current employees, average tenure, and turnover rate for the last three years,

F. Offeror to provide an organizational chart, which clearly shows the reporting and lines of authority, to include all proposed key personnel and any proposed subcontractors. The organizational chart shall also list prime point of contact between the Proposers and the State of Arizona. – **Attachment II**

G. Supplemental to the Subcontractor provision in the Uniform Instructions, Offeror shall include with their list of proposed subcontractors, their contact information, certifications required for the performance of the Contract, as well as, the Subcontractor's proposed responsibilities under the Offeror's proposal – **Attachment V**.


H. Offeror to list three (3) current contracts, including contact information, dollar amount of contract, length of contract, number and type of security personnel utilized, and any contract non-performance issues in the appropriate area of the solicitation. In-state and/or government contracts are preferred. (**Attachment III**)

3. COST:

A. Offeror shall provide armed/unarmed and vehicle patrol security services State wide in accordance with all specifications in the Scope of Work and Terms and Conditions for the entire term of this contract.


B. Offeror's shall complete Excel spreadsheet entitled "**Attachment IV – Pricing Schedule**", and provide all requested information according to the instructions. The spreadsheet is found in Attachments tab of ProcureAz under the file named "**Attachment IV – Pricing Schedule**".

C. Offeror shall propose an all-inclusive hourly rate as listed on the Pricing Schedule. Failure to propose hourly rates for each security guard specified will warrant the bid be deemed non-responsive. Separate hourly rates are specified: One for Armed Security Guards, the other for Unarmed Security Guards. **Hourly rates must contain all direct and indirect costs including, but not limited to overhead, wages, fee or profit, clerical support, portal to portal travel expenses. Time spent in traveling to and from the work site or employee's normal work station shall not be billed to the State.**

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OFFEROR'S KEY PERSONNEL ORGANIZATIONAL CHART


- A. The Offeror shall provide a contract organization chart with names, depicting management structure, supervisory and other Key Personnel to be assigned to the armed/unarmed security services for the State to encompass each proposed region(s).

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PRICING SCHEDULE.

Offeror's shall complete the spreadsheet (XLS) entitled "**Attachment IV - Pricing Schedule**", and provide all requested information according to the instructions. The spreadsheet is found in Attachments section of ProcureAZ under the file named "**Attachment IV – Pricing Schedule**". (XLS format)

ProcureAZ – Offeror shall enter a one (1) dollar in the "Unit Cost" field on the "Items" tab in ProcureAZ, as zero (0) will be considered a NO-BID by the system.

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SUBCONTRACTORS LIST

Offeror to list any subcontractors proposed during the term of this contract. Offeror's shall provide requested information as outlined in Special Instructions of Offeror's, Section 4.9. If no subcontractors are proposed enter N/A

Subcontractor	
Organization Name:	
Address:	
	Street Address
	City, State, Zip Code
Contact Information:	
	Contact Name Phone Number
	Contact Email Address
Description of Services Provided	
Certifications Required:	
Description of Services to be Provided:	



Exhibit A

Solicitation No.: ADSP013-00003094




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Description: **Armed / Unarmed Security Services**


OF
47

State of Arizona
State Procurement Office
100 N.15th Ave., Suite 201
Phoenix, AZ 85007

Armed / Unarmed Regional Counties Map Key

-  **Region 1** Includes – Maricopa, Gila, Pinal
-  **Region 2** Includes – Mohave, La Paz, Yuma
-  **Region 3** Includes – Yavapai, Coconino, Navajo, Apache
-  **Region 4** Includes – Greenlee, Graham, Pima, Cochise, Santa Cruz



	Exhibit B		State of Arizona State Procurement Office 100 N.15th Ave., Suite 201 Phoenix, AZ 85007
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TASK ORDER "EXAMPLE ONLY" PLEASE REFER TO SECTION 6 IN THE SCOPE OF WORK.

Task Order Number: 06-ADOA-01234

Start Date:

End Date:

Scope of Work: Provide Overview

A. Deliverable:

B. Deliverable:

Name

Title

Date

State Agency Name

State Agency Title

Date



Contract Amendment

Contract No.: ADSP013-054359

Amendment No.: Amendment 1

PAGE
1 OF 1

State of Arizona
State Procurement Office
100 N. 15TH Avenue, Suite 201
Phoenix, AZ 85007

CONTRACTOR:

Blackstone Security Services, Inc.
Daniel L. Swindall
2400 West Dunlap Ave
Suite 225
Phoenix, AZ 85021

Email: dan@blackstonesecurity.com

CONTACT: Dan Swindall

PHONE: (602)265-6160

EMAIL: dan@blackstonesecurity.com

STATE AGENCY:

AZ Department of Administration

State Procurement Office
100 N. 15th Avenue
Suite 201
Phoenix, AZ 85007

Email: procure@azdoa.gov

CONTACT: Cindy Tucker

PHONE: (602)364-1347

EMAIL: cindy.tucker@azdoa.gov

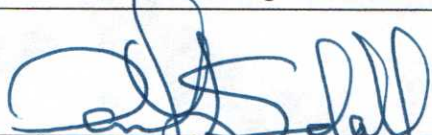
Armed/Unarmed Security Services

1. In accordance with Uniform Terms and Conditions, Paragraph 5.1, Amendments, on Page 14 of 47, the aforementioned contract is hereby amended for an additional one (1) year term as follows:
 - 1.1 The above referenced contract shall be extended from August 15, 2014 to August 14, 2015.
 - 1.2 All other terms and conditions remain the same.

This Contract Amendment is not binding against the State of Arizona unless signed by an authorized representative of the Contractor and then accepted in writing by an authorized representative of the State.

Contractor hereby acknowledges receipt and understanding of the above amendment.

The above referenced contract amendment is hereby executed this date by the State.

 JUNE 20, 2014
Signature Date

Cynthia L. Tucker JUNE 3, 2014
Signature Date

Daniel L. Swindall, President
Printed/Typed Name and Title

Cynthia L Tucker, Senior Procurement Officer
Printed/Typed Name and Title



Contract Amendment

Contract No.: ADSP013-054359

Amendment No.: 2

PAGE
1 OF 1

State of Arizona
State Procurement Office
100 N. 15TH Avenue, Suite 201
Phoenix, AZ 85007

CONTRACTOR:

BLACKSTONE SECURITY SERVICES INC
2400 West Dunlap Ave
Suite 225
Phoenix, AZ 85021

CONTACT: Daniel Swindall
PHONE: (602)265-6160
EMAIL: dan@blackstonesecurity.com

STATE AGENCY:

AZ Department of Administration
State Procurement Office
100 N. 15th Avenue, Suite 201
Phoenix, AZ 85007

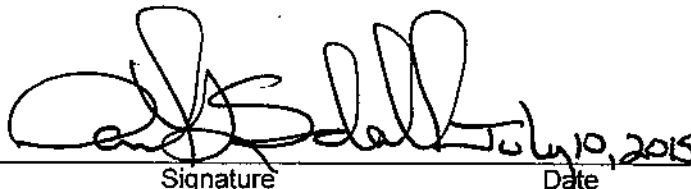
CONTACT: Cindy Tucker
PHONE: 602-364-1347
EMAIL: cindy.tucker@azdoa.gov

Armed/Unarmed Security Services

1. In accordance with Uniform Terms and Conditions, Paragraph 5.1, Amendments, on Page 14 of 47, the aforementioned contract is hereby amended as follow:
 - 1.1 The above referenced contract shall be extended from August 15, 2015 to August 14, 2016.
 - 1.2 Certificate of Insurance on file shall be in accordance with Special Terms and Conditions, Insurance Requirements, Page 13 of 31, shall be submitted for the third term of the contract through August 14, 2016.
 - 1.3 All other terms and conditions remain the same.

This Contract Amendment is not binding against the State of Arizona unless signed by an authorized representative of the Contractor and then accepted in writing by an authorized representative of the State.

Contractor hereby acknowledges receipt and understanding of the above amendment.


Signature Date

DANIEL L. SWINDALL, PRESIDENT
Printed/Typed Name and Title

The above referenced contract amendment is hereby executed this date by the State.

Cynthia L. Tucker

July 9, 2015

Signature Date

Cynthia L. Tucker
Cynthia L Tucker, Sr. Procurement Officer
Printed/Typed Name and Title

ARF-3637

Regular Agenda Item 2. B.

Regular BOS Meeting

Meeting Date: 03/15/2016

Submitted For: Jeff Hessenius, Finance Director

Submitted By: Jeannie Sgroi, Contracts Administrator

Department: Finance

Fiscal Year: 2015-2016 and 2016-2017 Budgeted?: Yes

Contract Dates 04-19-2016 to Grant?: No

Begin & End: 04-18-2017

Matching No Fund?: Renewal

Requirement?:

Information

Request/Subject

Request to Advertise Invitation for Bid No. 021616-1 - Purchase up to Five New, Full Size, 4 Door, 4x4, SSVs (Special Service Vehicle).

Background Information

The advertisement of Invitation for Bid No. 021616-1 for new SSVs would allow the County Fleet Department the ability to receive proposals from automobile suppliers and have the option to purchase up to five new units, during a one-year period, if necessary.

Evaluation

The vehicles mentioned in the Invitation for Bids may be needed in the Sheriff's Office fleet in the coming year. These vehicles would replace units with high mileage, that have become too expensive to operate or are inefficient, or vehicles that have been damaged and are no longer operable.

The request for a price quote on a vehicle does not mean the purchase of the vehicle, only the ability to purchase if the need arises.

Conclusion

The vehicles that would be purchased from this Invitation for Bids would be assigned to the Sheriff's Office.

Recommendation

The Public Works Division Director and the Finance Director recommend that the Board of Supervisors approve the advertisement of Invitation for Bids No. 021616-1 for the purchase of up to five new fleet vehicles as specified.

Suggested Motion

Information/Discussion/Action to authorize the advertisement of Invitation for Bid No. 021616-1 for the purchase of up to five, new full size, 4 door, 4x4, SSVs (special service vehicles) for the Gila County Sheriff's Office. **(Jeff Hessenius/Steve Sanders)**

Attachments

Request to Advertise

Invitation For Bid 021616-1

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

IS THIS A REQUEST FOR <i>Check one</i>		REQUEST NUMBER
Bids <u> X </u>	Proposals _____	021616-1 <i>(For Procurement Use Only)</i>
Qualifications _____		
I. DESCRIPTION: <i>List item(s) to be purchased, purpose, specific summary, estimated cost and funding source.</i>		
FUNDING	PROJECTS: <u>Up to Five (5) New, Full Size, 4 Door, 4x4, SSV's</u>	
Fund <u> 1007 </u>	Dept No. <u> 341 </u>	Program <u> 936 </u>
		Location _____ Account <u> 4500.50 </u>
Estimated Cost <u>\$165,000.00</u>		
INTENT It is the intent of this solicitation to establish a contract with a vendor to provide up to five, new, full size, 4 door, 4x4 SSV's.		
Signed: <u></u> <i>Elected Official or Department Head</i>		Date <u> 2/26/2016 </u>
II. DEPARTMENTAL INFORMATION ONLY: <i>Action Dates</i>		
DATE	Department Receipt <u> 12/16/2015 </u>	Placed on Agenda <u> 2/19/2016 </u>
	Presented to Board <u> 3/15/2016 </u>	Approved to Call <u> </u>
	Delivered to Paper <u> 3/16/2016 </u>	Paper Name <u> Arizona Silver Belt </u>
	Advertised From <u> 3/23/2016 </u>	To <u> 3/30/2016 </u>
	Closing Date <u> 4/4/2016 </u>	Bid Award Date <u> 4/19/2016 </u>
	Awarded To <u> </u>	Pre-Bid Meeting Date <u> </u>
III. OTHER APPROVAL: <i>Only as necessary</i>		
Department Name: _____		
Department Head Signature _____		Date _____
Department Name: _____		
Department Head Signature _____		Date _____
IV. APPROVED		
Finance Director Signature _____		Date _____

GILA COUNTY
NOTICE OF INVITATION FOR BID

BID NO. 021616-1

UP TO FIVE (5) NEW FULL SIZE 4 DOOR 4X4 SSV



BOARD OF SUPERVISORS
Michael A. Pastor, Chairman
Tommie C. Martin, Vice Chairman
John D. Marcanti, Member

COUNTY MANAGER
Don E. McDaniel Jr.



**GILA COUNTY
PROCUREMENT GROUP
NOTICE OF INVITATION FOR BID**

1400 E. Ash Street
Globe, Arizona
85501

**SOLICITATION NUMBER
021616-1**

BID DUE DATE: Monday, April 04, 2016

TIME: 4:00 PM

DESCRIPTION: Purchase up to Five (5) New Full Size 4 Door 4X4 SSV

**Bid Opening Location: GILA COUNTY FINANCE DEPARTMENT
ATTN: JEANNIE SGROI
GUERRERO COMPLEX
1400 EAST ASH STREET, GLOBE, ARIZONA 85501**

Bid Submittal Location: GILA COUNTY FINANCE DEPARTMENT, 1400 E. Ash St., Globe, AZ 85501

In accordance with A.R.S. §41-2533, Invitation for Bid for the materials and services specified will be received by the Gila County Procurement Group at the above specified location until the time and date cited.

Request for submittals after the specified date and time to the Procurement Group shall not be considered. To receive bid documents contact the Procurement Group at (928) 402-8612 or click on the following link to the County website . http://www.gilacountyaz.gov/government/finance/procurement/current_bids.php

Additional instructions for preparing a bid are provided on pages 4-6 of the bid documents to Offerors as contained within the solicitation.

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

Arizona Silver Belt advertisement dates: March 23, 2016 and March 30, 2016

BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION

Designated Department: Gila County Fleet Management
Type of contract: Term
Term of Contract: Twelve Months
Phone Number: (928) 200-1580

Signed: _____
Michael A. Pastor, Chairman, Board of Supervisors

Date: _____

Signed: _____
Jefferson R. Dalton, Deputy Gila County Attorney, Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney

Date: _____

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BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4X4 SSV

GENERAL SCOPE

It is the intent of this solicitation to award a contract for the purchase of up to Five (5) New Full Size 4 Door 4x4 SSV, for Gila County.

The County may choose to award this contract as a whole, or make multiple awards, depending on what is deemed to be in the County's best interest considering price, specifications, and delivery date. The request for price of an item does not guarantee a purchase but merely provides the County with the option if the need arises.

See attached: **Exhibit "C" Pages 11-12, and Pages 14-18 as specified on Price Sheet for total price being proposed.**

Vendors who agree to provide the Minimum Bid Specifications for this Invitation for Bid shall be considered for award.

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4X4 SSV

INSTRUCTIONS TO VENDORS

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

EXHIBIT "A" INSTRUCTIONS TO VENDORS

Preparation of Sealed Bid

- A. Sealed Bids will be received by the Gila County Finance Department, from vendors, to deliver the product(s), goods and services contained to establish a contract for specified locations within Gila County. The County seeks sealed bids only from qualified, experienced vendors able to provide services which are, in all respects, responsive to the specifications. All bids shall be on the forms provided in this Invitation for Bid package. It is permissible to copy these forms if required.
- B. Before submitting its bid, each vendor shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting performance of work. It shall carefully correlate its observations with requirements of the Contract and otherwise satisfy itself of the expense and difficulties attending the performance of the work. The submission of a bid will constitute a representation of compliance by the vendor. There will be no subsequent financial adjustment, other than that provided for by the Contract, for lack of such familiarization.
- C. Vendors must complete all forms provided in this Invitation for Bid package in full, original signature in ink, by the person(s) authorized to sign the Bid and to be submitted at the time of bid, and made a part of this contract. The County will use the Bid, and Qualification and Certification Form, in evaluating the capacity of vendor(s) to perform the Scope of Services as set forth in the Contract. Failure of any Vendor to complete and submit the Price Sheet and Signature and Offer Page at time and place of opening may be grounds for automatic disqualification of the vendor(s) from further consideration.
- D. The names of all persons authorized to sign the Bid must also be legibly printed below the signature. Evidence of the authority of the person signing shall be furnished.
- E. The full name of each person or company interested in the Invitation for Bids shall be listed on the Bid.
- F. No alterations in Bids, or in the printed forms therefore, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the vendor; if initialed, the County may require the vendor to identify any alteration so initialed.

Amendments

Any addendum issued as a result of any change in this Invitation for Bids must be acknowledged by all Vendors in the following manner:

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4X4 SSV

Instructions to Vendors continued...

1. Completion of the Bidder Checklist & Addenda Acknowledgment form, page 21.

Failure to indicate receipt of addenda in the above manner may result in a bid being rejected as non-responsive. If no addenda have been issued, please indicate so by writing "Not Applicable" in the space provided under #1. The Vendor Checklist & Addenda Acknowledgment form must be signed and dated.

Inquiries

Any questions related to this IFB must be directed to those whose names appear on the Notice. Questions should be submitted in writing when time permits. The Gila County Supervisors, at their sole discretion, may require all questions be submitted in writing. Any correspondence related to an Invitation for Bids should refer to the appropriate Invitation for Bids number, page, and paragraph number. However, the Vendor(s) must not place the IFB number on the outside of an envelope containing questions since such an envelope may be identified as a sealed Bid and may not be opened until after the official IFB due date and time. Questions received less than five (5) working days prior to the date for opening Bids will be answered only if time permits. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Late Bids

Any bid received later than the date and time specified on Notice for Sealed Bids shall not be considered.

Submittal Bid Format:

It is requested that One (1) Original and One (1) copy (2 TOTAL) with original signatures on both sets of the Qualification and Certification Form, Price Sheets, No Collusion Form, Legal AZ Workers Act Compliance Form, Bidders Checklist and Addenda Acknowledgment Form, and Offer Page shall be submitted on the forms and in the format specified in the Invitation for Bid. The County will not be liable for any cost incident to the preparation of Bid, materials, reproductions, presentations, copy-right infringements, etc. It is permissible to copy these forms if required. Facsimiles or mailgrams shall not be considered.

1. By signature in the offer section of the Offer and Acceptance page, Vendor certifies:
 - A. The submission of the offer did not involve collusion or other anti-competitive practices.
 - B. The Vendor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
 - C. In order to conserve resources, reduce procurement costs, improve timely acquisition and cost of supplies and to improve efficiency and economy of procurement, any political subdivision, State, County, City, Town, etc., of the State of Arizona, will be allowed by the Vendor(s) awarded the contract to provide the same services, at the same prices stated in the bid. Delivery charges may differentiate depending on geographical location.

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4X4 SSV

Instructions to Vendors continued...

2. Bids submitted early may be modified or withdrawn by notice to the party receiving bids at the place and prior to the time designated for receipts of Bids.
3. The County is not responsible for any Vendor's errors or omissions. Negligence in preparing an offer confers no right to the Vendor unless the Vendor discovers and corrects such errors prior to the Bid deadline.

All bids shall be submitted in a sealed envelope:

- **Minimum of Two (2) copies with original signatures shall be provided by the Vendor;**
- **The words "Invitation for Bid" with Title "Purchase Up to Five (5) New Full Size 4 Door 4x4 SSV", "Bid No. 021616-1", "April 04, 2016" and "4:00 PM" shall be written on the face of the envelope;**
- **The Vendor shall assume full responsibility for timely delivery at the location designated in the Notice.**

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4x4 SSV

GENERAL TERMS AND CONDITIONS

Award of Contract

1. The Gila County Board of Supervisors reserves the right to award any Bid by individual line item, by group of line items or as total, or any part thereof, whichever is deemed to be in the best interest, most advantageous of the County of Gila.
 - a. Notwithstanding any or other provisions of the Bid, the County reserves the right to:
 1. Waive any immaterial defects or informalities; or
 2. Reject any or all Bids; or portions thereof; or
 3. Reissue a Request for Bid.
2. It is the responsibility of the Gila County Board of Supervisors to let the County contracts to the lowest responsive and responsible Vendor(s). To ensure that all Vendors are experienced, reasonably equipped and adequately financed to meet their contractual obligations, a determination of responsibility shall be made by the Gila County Board of Supervisors prior to contract award.
3. Further, the County reserves the right to reject the Bid of any Vendor(s) who has previously failed to perform adequately after having once been awarded a prior Bid for furnishing and installing materials similar in nature.
4. All submitted forms provided in this Invitation for Bids will be reviewed by the Gila County Board of Supervisors.
5. Those Vendor(s) who, in the opinion of the Gila County Board of Supervisors, are best qualified and whose Bids are most advantageous to the County may be invited to appear before the Board for an oral review.
6. The apparent successful Vendor(s) shall sign and file with the County, within ten (10) days after Notice of Intent to Award, all documents necessary to successfully execute the contract.

Protests

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

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

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

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4X4 SSV

General Terms & Conditions continued...

Laws and Ordinances

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

EXHIBIT "B" CONTRACT AWARD AGREEMENT

This exhibit shall serve as the contract agreement to any Vendor, their agents, subcontractors or representatives, awarded this or any portion of this contract by the County, by submitting Bids to this or any other solicitation requiring sealed bids, does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Vendor's signature(s) appearing on page 22, Vendors Offer Page, and Exhibit "D" Vendors Qualification and Certification form page 13. This Contract shall include the Invitation for Bids No. 021616-1 and all exhibits attached to it, including but not limited to the Qualification and Certification Form, Price Sheets, No Collusion Affidavit, Legal AZ Workers Act Compliance Form, Bidders Checklist and Addenda Acknowledgment Form, and Offer Page which are all incorporated into this agreement by this reference.

Overcharges by Antitrust Violations

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

Authority to Contract

This contract shall be based upon the Invitation for Bids No. 021616-1, issued by the County, and the offer submitted by the Vendor in response to the IFB. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the IFB which is incorporated by this reference into this agreement. The county reserves the right to clarify any contractual terms with the concurrence of the Vendor; however, any substantial non-conformity in the offer, as determined by the County Attorney, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between Gila County and the Vendor relating to these requirements. The Contract shall prevail over any and all previous agreements, contracts, bids, negotiations, purchase orders, or master agreement in any form. The contract activity is issued under the authority of the Gila County Manager, after the Gila County Board of Supervisors approves the award. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of the Gila County Board of Supervisors in the form of an official contract amendment. Any attempt to alter any documents on the part of the Vendor or any agency is a violation of the County Procurement Code. Any such action is subject to the legal and contractual remedies available to the County inclusive, but not limited to, contract cancellation, suspension or debarment of the Vendor.

Contract Amendments

The contract shall be modified only by a written contract amendment signed by the Gila County Board of Supervisors and persons duly authorized to enter into contracts on behalf of the Vendor.

Contract Default

- A. The County, by written notice of default to the Vendor, may terminate the whole or any part of this contract in any one of the following circumstances:

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4X4 SSV

Exhibit "B" Contract Award Agreement continued...

1. If the Vendor fails to make delivery of the supplies or to perform the services within the times specified; or
 2. If the Vendor fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.
- B. In the event the County terminates this contract in whole or part, the County may procure supplies or services similar to those terminated, and the Vendor shall be liable to the County for any excess costs for such similar supplies or services.

Right to Assurance

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the other party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

Costs and Payments

Payments shall comply with the requirements of A.R.S. Title 35 and 41, Net 30 days. Upon receipt and acceptance of goods and services, the Vendor shall submit a complete and accurate invoice for payment.

IRS W9 Form: In order to receive payment the Vendor shall have a current IRS W9 Form on file with the County unless not required by law.

Co-op Use of Contract – Intergovernmental Purchasing

Gila County has entered into an active purchasing agreement with other political subdivisions, cities, and towns of the State of Arizona in order to conserve resources, reduce procurement costs and improve timely acquisition and cost of supplies, equipment and services. The vendor(s) to whom this contract is awarded may be requested by other parties of said interactive purchasing agreements to extend to those parties the right to purchase supplies, equipment and services provided by the vendor under this contract, pursuant to the terms and conditions stated herein. Any such usage by other entities must be in accord with the rules and regulations of the respective entity and the approval of the Vendor.

Cancellation of County Contracts

This contract is subject to the cancellation provisions of **A.R.S. §38-511**.

Termination of Contract

The County, with or without cause, may terminate this contract at any time, or by giving **thirty** (30) days written notice to you. The County at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the County shall be liable only for payment under the payment provisions of this contract for the services rendered and accepted material received by the County before the effective date of termination.

The County reserves the right to cancel the whole or any part of this contract due to failure of the Vendor(s) to carry out any term, promise, or condition of the contract. The County will issue a written ten (10) day notice of default to Vendor for acting or failing to act as in any of the following:

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4X4 SSV

Exhibit "B" Contract Award Agreement continued...

1. In the opinion of the County, the Vendor fails to perform adequately the stipulations, conditions or services and specifications required in the contract.
2. In the opinion of the County, the Vendor attempts to impose on the County material products, or workmanship, which is of unacceptable quality.
3. Vendor fails to furnish the required service or product within the time stipulated in the contract.
4. In the opinion of the County, the Vendor fails to make progress in the performance of the requirements of the contract or give the County a positive indication that Vendor will not, or cannot, perform to the requirements of the contract.

Each payment obligation of the County created hereby is conditioned upon the availability of County, State and Federal funds, which are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the County and available for the continuance of service herein contemplated, the contract period for the service may be terminated by the County at the end of the period for which funds are available. The County shall notify the Vendor at the earliest possible time which service may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

General

After receipt of all bids, each submittal shall be screened to determine if any shall be deemed non-responsive. Unsigned bids, unacknowledged Addenda, incomplete bids, non-conformance with mandatory requirements, etc., may result in the determination of non-responsive.

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4X4 SSV

MINIMUM SPECIFICATIONS

EXHIBIT “C” MINIMUM SPECIFICATIONS FOR: 021616-1

Purpose: It is the intent of Gila County to establish, by this Invitation for Bids, a contract to purchase up to Five (5) New Full Size 4 Door 4x4 SSV. This Invitation for Bid No. 021616-1 including the Qualification and Certification Form, Price Sheets, No Collusion Form, Legal AZ Workers Act Compliance Form, Checklist and Addenda Acknowledgment Form, and Offer Page constitutes the entire Bid package and by this reference is hereby incorporated into this agreement.

Note: This specification is intended to describe the type, size, and quality, which will best meet the demands of the using department. It is NOT intended to favor any one brand or make. The mention of brand names or components merely serves to specify the quality or general type required.

SECTION 1.0

General:

- 1.1 All product specifications are **minimum**. Vendor must provide product specification sheet.
- 1.2 Vendor should have adequate manufacturing or stock facilities to serve the needs of Gila County.
- 1.3 All bids must represent the entire package.
- 1.4 The parties specifically understand and agree that the quantities used for bidding purposes are estimates of County needs and in no event shall the County be obligated to purchase the exact quantities of any item set forth in the bid. The County does not guarantee any maximum or minimum amounts of purchase.

SECTION 2.0

Bid Pricing:

- 2.1 The Vendor shall submit the bid in the form of a firm unit price for the contract period. Initial contract period is twelve (12) months. Vendor shall incorporate all freight, profit, and discount into their price. The exception will be any price reduction, which will be applied to the contract immediately upon the Vendor's or Gila County's discovery of any such price reduction.
- 2.2 **The term of the contract shall commence upon award and shall remain in effect for a period of one (1) year**, unless terminated, cancelled or extended as otherwise provided herein.

SECTION 3.0

Ordering and Delivery:

- 3.1 **ORDERING:** Gila County does not warrant the order quantity of any item prior to actual need. Gila County may re-order item as it becomes necessary or based on the required needs within the County during the term of this contract.
- 3.2 **PRODUCT DELIVERY** Location: Gila County Shop, 1400 East Ash Street, Globe, AZ. The Board of Supervisors may designate other or alternate delivery sites at any time during the term of the contract. These needs may be based on, but not limited to, seasonal, emergency, historical usage data.

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4X4 SSV

Exhibit "C" Minimum Specifications continued...

- 3.3 DELIVERY TIME: Vehicles must be delivered no later than 10 weeks of receipt by Vendor of County Purchase Order. Failure to provide delivery within this time period may result in termination of this contract and award to the next lowest, responsible bidder.

- 3.4 Vendor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risks of transportation and all related charges shall be the responsibility of the Vendor. All claims for visible or concealed damage shall be filed by the Vendor. The County will assist the Vendor in arranging for inspection.

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4X4 SSV

QUALIFICATION AND CERTIFICATION FORM

EXHIBIT "D" VENDORS QUALIFICATION AND REFERENCE LIST

PURPOSE

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Vendors under consideration for final award. The information may or may not be a determining factor in award.

CONTACT NUMBER 021616-1 Purchase Up to Five (5) New Full Size 4 Door 4x4 SSV

The applicant submitting this Bid warrants the following:

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

2. Has Vendor (under its present or any previous name) ever failed to complete a contract? _____ Yes _____ No. If "Yes", give details including the date, the contracting agency, and the reason Vendor failed to perform in the narrative part of this Contract.
3. Has Vendor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? _____ Yes _____ No. If "Yes", give details, including the date, the contracting agency, the reasons for the Vendors disqualifications, and whether this disqualification remains in effect in the narrative part of this Contract.
4. Has a contracting agency ever terminated a contract with the Vendor (under your firm's present or any previous name) prior to end of contract period? _____ Yes _____ No. If "Yes", give details including the date, the contracting agency, and the reasons offer was terminated in the narrative part of this Contract.
5. Vendor must also provide at least the following information:
- a. A Cost Bid shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
 - b. Gila County reserves the right to request additional information.

Signature of Authorized Person to Sign

Printed Name

Title

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4X4 SSV

PRICE SHEET

Complete and return this form for the **total price** being proposed. Attach any pertinent cost breakdowns, subtotals of component costs, etc. to this bid pricing page.

DESCRIPTION: Purchase Up to Five (5) New Full Size 4 Door 4x4 SSV (Build Sheet Must Accompany Bid)

Vehicle Year, Make, & Model: _____

MINIMUM SPECIFICATIONS Purchase Up to five New, Full Size, 4 Door, 4x4, SSV	MEETS MINIMUM SPECIFICATIONS	
	YES	NO
Exterior: Solid White		
Interior: Light Color		
Cloth Covered Front Buckets Seats without Console		
Vinyl Covered Rear Bench Seat		
Power Features: Door Locks		
Windows		
Mirrors		
Driver Seat		
Steering		
Keyless Entry		
Cruise Control		
Tilt Steering Wheel		
AM FM Clock (CD) Radio Stereo		
6 Cylinder Gas Engine		
4 Wheel Drive 4x4		
Automatic Transmission		
Locking Differential		
Air Conditioning – in Front and Rear		
Deep Tinted Windows		
Front Tow Hooks		
Trailer Tow Package with Receiver Hitch		
Skid Plate Package		
6 Ply, All Terrain Tires (LT) with Full Size Spare Tire (if available)		
SUB – TOTAL AMOUNT	\$.
OTHER COSTS	\$.
SALES TAX	\$.
TOTAL AMOUNT OF DELIVERED VEHICLE	\$.

Delivery Location: Gila County Fleet Management, 1001 Besich Blvd., Globe, AZ.

Date of Delivery: _____

Vendor Name: _____ **Vendor Phone Number:** _____

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4X4 SSV

PRICE SHEET

Complete and return this form for the **total price** being proposed. Attach any pertinent cost breakdowns, subtotals of component costs, etc. to this bid pricing page.

DESCRIPTION: Purchase Up to Five (5) New Full Size 4 Door 4x4 SSV (Build Sheet Must Accompany Bid)

Vehicle Year, Make, & Model: _____

MINIMUM SPECIFICATIONS Purchase Up to five New, Full Size, 4 Door, 4x4, SSV	MEETS MINIMUM SPECIFICATIONS	
	YES	NO
Exterior: Solid White		
Interior: Light Color		
Cloth Covered Front Buckets Seats without Console		
Vinyl Covered Rear Bench Seat		
Power Features: Door Locks		
Windows		
Mirrors		
Driver Seat		
Steering		
Keyless Entry		
Cruise Control		
Tilt Steering Wheel		
AM FM Clock (CD) Radio Stereo		
6 Cylinder Gas Engine		
4 Wheel Drive 4x4		
Automatic Transmission		
Locking Differential		
Air Conditioning – in Front and Rear		
Deep Tinted Windows		
Front Tow Hooks		
Trailer Tow Package with Receiver Hitch		
Skid Plate Package		
6 Ply, All Terrain Tires (LT) with Full Size Spare Tire (if available)		
SUB – TOTAL AMOUNT	\$.
OTHER COSTS	\$.
SALES TAX	\$.
TOTAL AMOUNT OF DELIVERED VEHICLE	\$.

Delivery Location: Gila County Fleet Management, 1001 Besich Blvd., Globe, AZ.

Date of Delivery: _____

Vendor Name: _____ **Vendor Phone Number:** _____

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4X4 SSV

PRICE SHEET

Complete and return this form for the **total price** being proposed. Attach any pertinent cost breakdowns, subtotals of component costs, etc. to this bid pricing page.

DESCRIPTION: Purchase Up to Five (5) New Full Size 4 Door 4x4 SSV (Build Sheet Must Accompany Bid)

Vehicle Year, Make, & Model: _____

MINIMUM SPECIFICATIONS Purchase Up to five New, Full Size, 4 Door, 4x4, SSV	MEETS MINIMUM SPECIFICATIONS	
	YES	NO
Exterior: Solid White		
Interior: Light Color		
Cloth Covered Front Buckets Seats without Console		
Vinyl Covered Rear Bench Seat		
Power Features: Door Locks		
Windows		
Mirrors		
Driver Seat		
Steering		
Keyless Entry		
Cruise Control		
Tilt Steering Wheel		
AM FM Clock (CD) Radio Stereo		
6 Cylinder Gas Engine		
4 Wheel Drive 4x4		
Automatic Transmission		
Locking Differential		
Air Conditioning – in Front and Rear		
Deep Tinted Windows		
Front Tow Hooks		
Trailer Tow Package with Receiver Hitch		
Skid Plate Package		
6 Ply, All Terrain Tires (LT) with Full Size Spare Tire (if available)		
SUB – TOTAL AMOUNT	\$.
OTHER COSTS	\$.
SALES TAX	\$.
TOTAL AMOUNT OF DELIVERED VEHICLE	\$.

Delivery Location: Gila County Fleet Management, 1001 Besich Blvd., Globe, AZ.

Date of Delivery: _____

Vendor Name: _____ **Vendor Phone Number:** _____

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4X4 SSV

PRICE SHEET

Complete and return this form for the **total price** being proposed. Attach any pertinent cost breakdowns, subtotals of component costs, etc. to this bid pricing page.

DESCRIPTION: Purchase Up to Five (5) New Full Size 4 Door 4x4 SSV (Build Sheet Must Accompany Bid)

Vehicle Year, Make, & Model: _____

MINIMUM SPECIFICATIONS Purchase Up to five New, Full Size, 4 Door, 4x4, SSV	MEETS MINIMUM SPECIFICATIONS YES NO
Exterior: Solid White	
Interior: Light Color	
Cloth Covered Front Buckets Seats without Console	
Vinyl Covered Rear Bench Seat	
Power Features: Door Locks	
Windows	
Mirrors	
Driver Seat	
Steering	
Keyless Entry	
Cruise Control	
Tilt Steering Wheel	
AM FM Clock (CD) Radio Stereo	
6 Cylinder Gas Engine	
4 Wheel Drive 4x4	
Automatic Transmission	
Locking Differential	
Air Conditioning – in Front and Rear	
Deep Tinted Windows	
Front Tow Hooks	
Trailer Tow Package with Receiver Hitch	
Skid Plate Package	
6 Ply, All Terrain Tires (LT) with Full Size Spare Tire (if available)	
SUB – TOTAL AMOUNT	\$.
OTHER COSTS	\$.
SALES TAX	\$.
TOTAL AMOUNT OF DELIVERED VEHICLE	\$.

Delivery Location: Gila County Fleet Management, 1001 Besich Blvd., Globe, AZ.

Date of Delivery: _____

Vendor Name: _____ **Vendor Phone Number:** _____

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4X4 SSV

PRICE SHEET

Complete and return this form for the **total price** being proposed. Attach any pertinent cost breakdowns, subtotals of component costs, etc. to this bid pricing page.

DESCRIPTION: Purchase Up to Five (5) New Full Size 4 Door 4x4 SSV (Build Sheet Must Accompany Bid)

Vehicle Year, Make, & Model: _____

MINIMUM SPECIFICATIONS Purchase Up to five New, Full Size, 4 Door, 4x4, SSV	MEETS MINIMUM SPECIFICATIONS YES NO	
Exterior: Solid White		
Interior: Light Color		
Cloth Covered Front Buckets Seats without Console		
Vinyl Covered Rear Bench Seat		
Power Features: Door Locks		
Windows		
Mirrors		
Driver Seat		
Steering		
Keyless Entry		
Cruise Control		
Tilt Steering Wheel		
AM FM Clock (CD) Radio Stereo		
6 Cylinder Gas Engine		
4 Wheel Drive 4x4		
Automatic Transmission		
Locking Differential		
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Trailer Tow Package with Receiver Hitch		
Skid Plate Package		
6 Ply, All Terrain Tires (LT) with Full Size Spare Tire (if available)		
SUB – TOTAL AMOUNT	\$.
OTHER COSTS	\$.
SALES TAX	\$.
TOTAL AMOUNT OF DELIVERED VEHICLE	\$.

Delivery Location: Gila County Fleet Management, 1001 Besich Blvd., Globe, AZ.

Date of Delivery: _____

Vendor Name: _____ **Vendor Phone Number:** _____

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4X4 SSV

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

STATE OF ARIZONA)
)ss
COUNTY OF:)

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

That he is

(Title)

of _____ and
(Name of Business)

That he is bidding on **Gila County Bid No. 021616-1 - Up to Five (5) New Full Size 4 Door 4x4 SSV**
and,

That neither he nor anyone associated with the said _____

(Name of Business)

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

Name of Business

By

Title

Subscribed and sworn to before me this _____ day of _____, 2016.

Notary Public

My Commission expires:

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4X4 SSV

LEGAL ARIZONA WORKERS ACT COMPLIANCE

Vendor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Vendor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Vendor shall further ensure that each subcontractor who performs any work for Vendor under this contract likewise complies with the State and Federal Immigration Laws.

County shall have the right at any time to inspect the books and records of Vendor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

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

Vendor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to 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 Vendor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Vendor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Vendor shall be entitled to an extension of time, but not costs.

Signature of Authorized Representative

Printed Name

Title

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4X4 SSV

BIDDERS CHECKLIST & ADDENDA ACKNOWLEDGEMENT

NOTICE IS HEREBY GIVEN that all Bid Documents shall be completed, executed, and submitted with this IFB. If bidder fails to complete or execute any portion of the Bid Documents, this IFB will be determined to be "non-responsive" and rejected.

CHECKLIST:

REQUIRED DOCUMENT

COMPLETED AND EXECUTED

QUALIFICATION & CERTIFICATION FORM

PRICE SHEETS

NO COLLUSION AFFADAVIT

LEGAL ARIZONA WORKS ACT COMPLIANCE

BIDDERS CHECKLIST & ADDENDA ACKNOWLEDGEMENT

OFFER PAGE

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

	#1	#2	#3	#4	#5
Initials	_____	_____	_____	_____	_____
Date	_____	_____	_____	_____	_____

Signed and dated this _____ day of _____, 2016

VENDOR:

BY: (Signature)

Each bid shall be sealed in an envelope addressed to the Gila County Procurement Group and bearing the following statement on the outside of the envelope: **Invitation for Bids: Bid No. 021616-1 Purchase Up to Five (5) New Full Size 4 Door 4x4 SSV.** All bids shall be filed with the Gila County Finance Department at the Guerrero Complex, 1400 E. Ash St., Globe, AZ on or before April 04, 2016, 4:00 PM.

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4X4 SSV

OFFER PAGE

TO GILA COUNTY:

The undersigned hereby offers and agrees to furnish the material or service in compliance with all terms and conditions, instruction, specifications, and any amendments contained in this Invitation for bids.

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

CONTRACT NUMBER: 021616-1 Purchase Up to Five (5) New Full Size 4 Door 4x4 SSV

Firm Submitting Bid:

Company Name

Address

City

State

Zip

For clarification of this offer, contact:

Name: _____

Phone No.: _____

Fax _____

Email: _____

Signature of Authorized Person to Sign

Printed Name

Title

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

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4X4 SSV

ACCEPTANCE OF OFFER

(For Gila County use only)

The Offer is hereby Accepted:

The Vendor _____ is now bound to provide the materials or services listed in Invitation for Bid No.: 021616-1 including all terms and conditions, specifications, amendments, etc. and the Vendor's Offer as accepted by County entity.

The contract shall henceforth be referenced to as **Contract No. 021616-1**. The Vendor has been cautioned not to commence any billable work or to provide any material or service under this Contract until Vendor receives written notice to proceed from Gila County.

Awarded this _____ day of _____, 2016

GILA COUNTY BOARD OF SUPERVISORS:

Michael A. Pastor, Chairman, Board of Supervisors

ATTEST:

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

Jefferson R. Dalton, Deputy Gila County Attorney, Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney

ARF-3620

Regular Agenda Item 2. C.

Regular BOS Meeting

Meeting Date: 03/15/2016

Submitted For: Steve Sanders,
Director

Department: Public Works

Division: Engineering

Information

Request/Subject

Citizen's Petition to begin the process to designate Stageline Road and Singletree Lane as primitive roads.

Background Information

Gila County Public Works received a Citizens' Petition to establish Stageline Road and Singletree Lane as primitive roads. These roads are located south of Payson in the Round Valley area.

Evaluation

The petition and the roads meet the requirements of Public Works Policy No. ENG03-03 "Guidelines to Primitive Roads" which was approved by the Board of Supervisors on October 3, 2003, and revised on December 1, 2004.

Conclusion

Easements from property owners will need to be granted to Gila County. Once the easements are accepted by the County, providing maintenance as described in the Primitive Road Policy will consist of grading the roads a few times a year. Providing maintenance on these roads will not reduce the level of service to other roads in the Gila County Maintained Roadway System.

Recommendation

The Public Works Division Director recommends that the Board accept the Citizens' Petition to begin the process to establish Stageline Road and Singletree Lane as primitive roads.

Suggested Motion

Information/Discussion/Action to accept the Citizens' Petition to begin the process to establish Stageline Road and Singletree Lane as primitive roads. **(Steve Sanders)**

Attachments

Petition

Map

Location Map

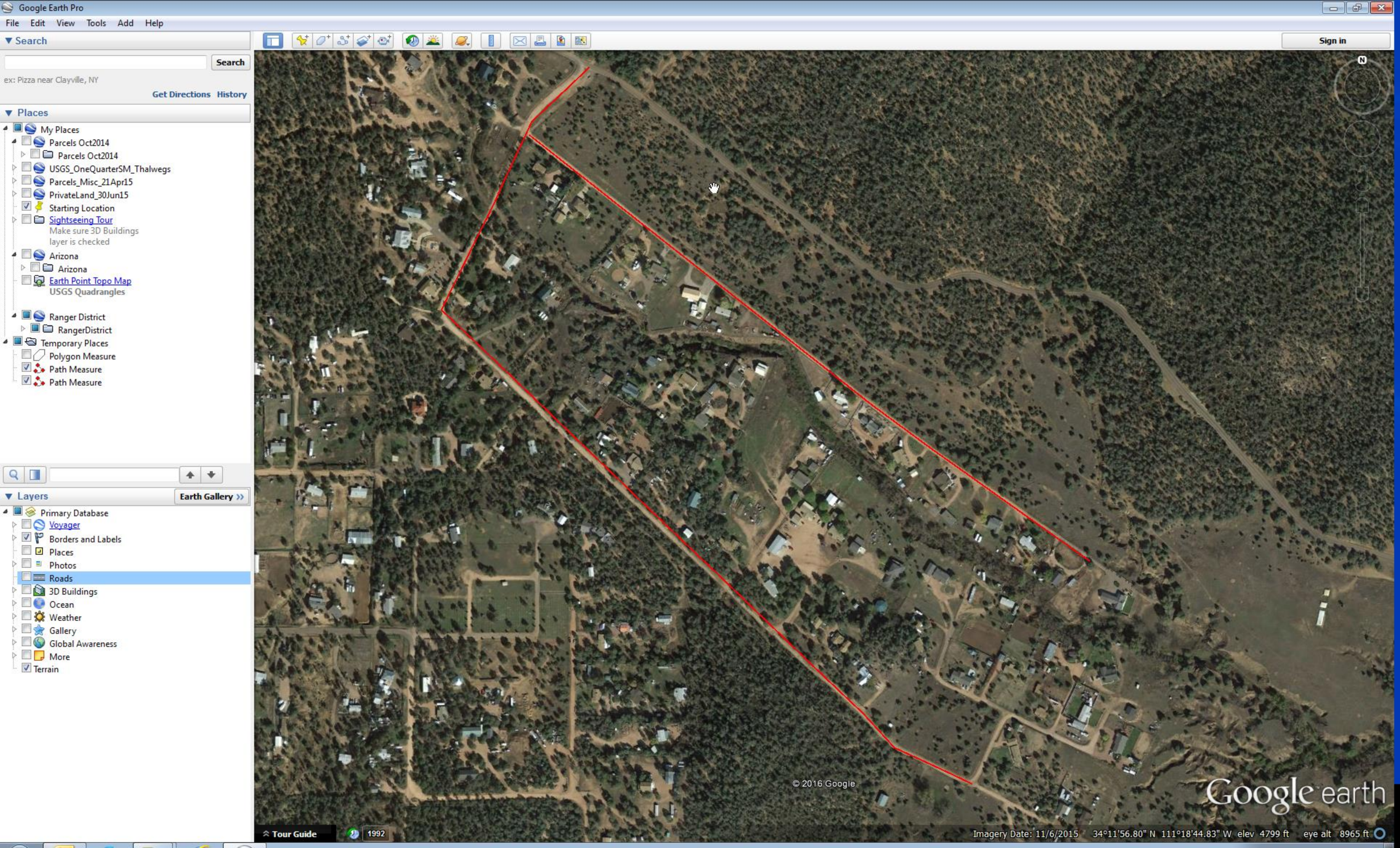
ROADS
COUNTY
CLARK

Policy # ENG03-03

**PETITION
TO ESTABLISH A PRIMITIVE ROAD**

We the undersigned, respectfully petition the Gila County Board of Supervisors to establish a Primitive Road in the county. The beginning of the proposed road is SINGLE TREE / STAGELINE ROAD. The end of the proposed road is SINGLE TREE / STAGELINE RD. The general course and direction of the proposed road is WEST TO EAST. The undersigned respectfully request that the Gila County Board of Supervisors accept this petition and act thereon.

DATE	NAME	ADDRESS & TAX PARCEL NO.	AVERAGE LENGTH OF RESIDENCE PER YEAR
5-30-2015	Justin Riley	9129 W. Stage Line Rd Payson AZ 85541	FULL TIME
5-31-2015	Dea Furr	2150 N. Lincoln Ave Payson, AZ 85541	FULL TIME
6-1-2015	ALAN MORTON	9215 W. STAGELINE RD. PAYSON, AZ 85541	FULL TIME
7-11-2015	monlyn HALE	9165 W. Stage Line Rd Payson, AZ 85541	FULL TIME
7-11-2015	GARY ALLEN	2130 N. OIO BLANDED RD. PAYSON, AZ 85541	FULL TIME
7-14-15	MARCIA ALLEN	8963 W. STAGELINE RD. PAYSON, AZ 85541	FULL TIME
11-7-15	Jeanette Thompson	9017 W. Stage Line Rd Payson, AZ 85541	FULL TIME
11-7-15	Henry Thompson	9017 W. Stage Line Rd Payson, AZ 85541	FULL TIME
11-7-15	Terry Neese	9029 W. Stage Line Rd Payson, AZ 85541	FULL TIME
11-7-15	CASEY BARNEIT	9029 W. Stage Line Rd Payson, AZ 85541	FULL TIME
11-7-15	MECHANIE BARNEIT	9029 W. Stage Line Rd Payson, AZ 85541	FULL TIME
11-7-15	LUICK FLORITE	9059 W. Stage Line Rd Payson, AZ 85541	FULL TIME
11-7-15	Tanner Henry	782 W. Colt Lane, Payson AZ 85541	FULL TIME
11-7-15	S. Sherrie McJann	153 W. Colt Ln. Payson, AZ 85541	FULL TIME
11-7-15	Karen Glembocki	771 W. Colt Ln Payson AZ 85541	FULL TIME
11-7-15	David Glembocki	771 W. Colt Ln Payson AZ 85541	FULL TIME
11-7-15	Oliver V. Fletcher	8467 W. Stage Line Rd, Round Valley Payson, AZ 85541	FULL TIME



▼ Search

Search

ex: Pizza near Clayville, NY

[Get Directions](#) [History](#)

▼ Places

- My Places
 - Parcels Oct2014
 - Parcels Oct2014
 - USGS_OneQuarterSM_Thalwegs
 - Parcels_Misc_21Apr15
 - PrivateLand_30Jun15
 - Starting Location
 - [Sightseeing Tour](#)
Make sure 3D Buildings layer is checked
 - Arizona
 - Arizona
 - [Earth Point Topo Map](#)
USGS Quadrangles
 - Ranger District
 - RangerDistrict
 - Temporary Places
 - Polygon Measure
 - Path Measure
 - Path Measure

Layers

▼ Layers

- Primary Database
 - [Voyager](#)
 - ☒ Borders and Labels
 - ☒ Places
 - ☒ Photos
 - ☒ Roads
 - ☒ 3D Buildings
 - ☒ Ocean
 - ☒ Weather
 - ☒ Gallery
 - ☒ Global Awareness
 - ☒ More
 - ☒ Terrain

[Earth Gallery >>](#)

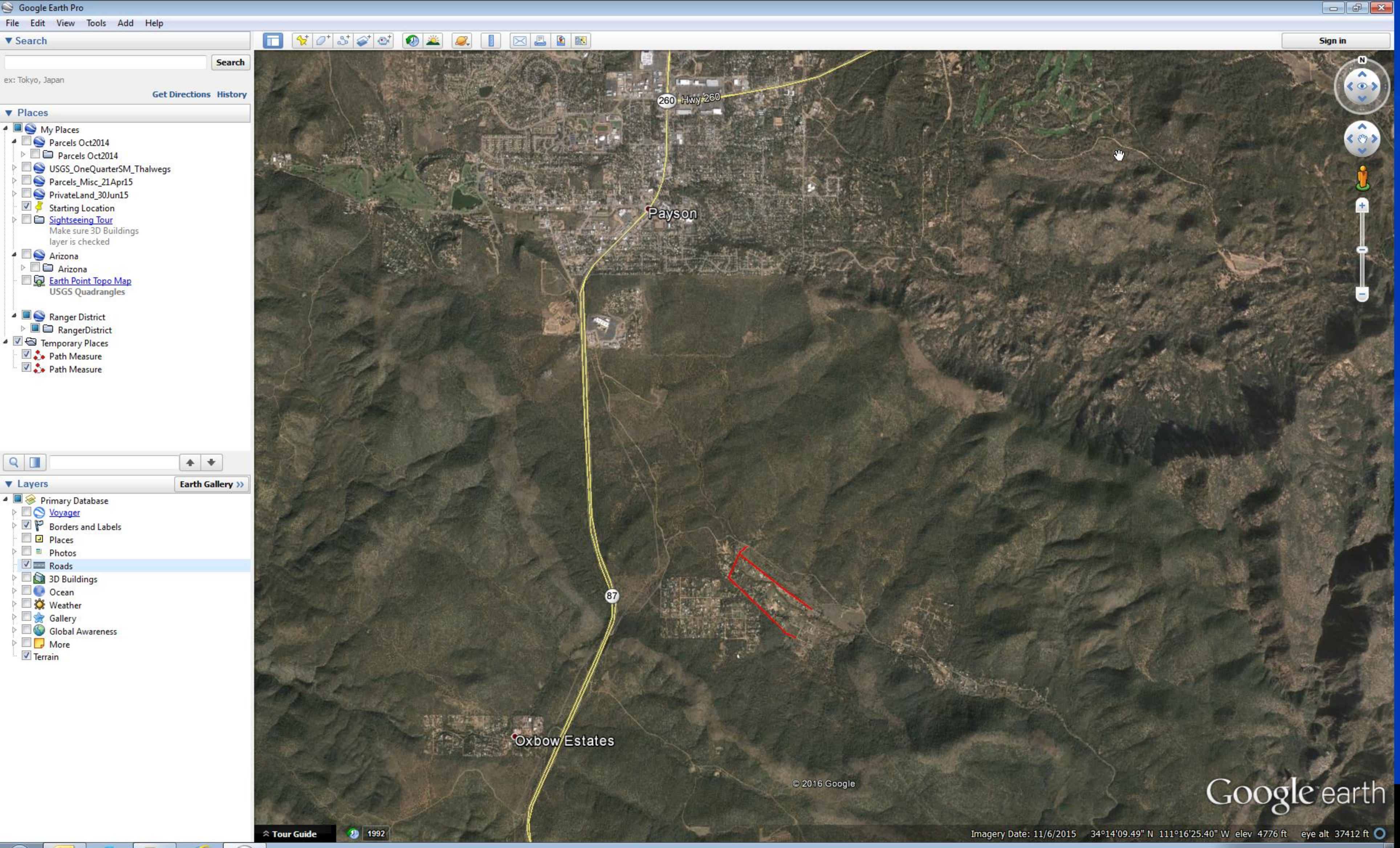
© 2016 Google

Google earth

[Tour Guide](#)

1992

Imagery Date: 11/6/2015 34°11'56.80" N 111°18'44.83" W elev 4799 ft eye alt 8965 ft



ARF-3548

Regular Agenda Item 2. D.

Regular BOS Meeting

Meeting Date: 03/15/2016

Submitted For: Steve Sanders,
Director

Department: Public Works

Division: Engineering

Information

Request/Subject

Public Sale for a portion of W. Cocopah Lane, Official Map No. 241, Gila County Records, AZ.

Background Information

On November 17, 2015 during a regular meeting of the Board of Supervisors, the Board gave the approval to begin the process to abandon an unnecessary public roadway being a portion of W. Cocopah Lane. Staff began the necessary notifications and public postings of the Board's decision.

A portion of property owner's carport encroaches into the right-of-way of W. Cocopah Lane. Abandoning the portion of W. Cocopah Lane burdened by the encroachment will not affect the traveling public that uses W. Cocopah Lane. The respective property owner has been contacted and given the option to exercise preference rights before the proposed date of sale, or appear at the public sale, and submit a bid for that portion of W. Cocopah Lane.

Janet Mielke has submitted a bid in the amount of \$52 for this portion of W. Cocopah Lane. This bid meets the minimum requirements established by the current Gila County policy on the abandonment of roadways in Gila County.

No other bids have been received; however, bids may be accepted at the public sale.

Evaluation

Cocopah Lane was known as Arrowhead Drive on the Geronimo Estates Unit One Plat. Geronimo Estates Unit One was recorded in April 1960. West Cocopah Lane is a dedicated public road which is 40 feet in width. Abandoning this portion of Cocopah Lane burdened by the encroachment will not affect the traveling public that use W. Cocopah Lane.

Conclusion

Abandonment of this portion of road will not deny access to private property in the area.

Recommendation

The Public Works Division Director recommends that Gila County accept the bid from Janet Mielke.

Suggested Motion

Information/Discussion/Action for the public sale of a portion of W. Cocopah Lane, which is adjacent to Lot 14, Geronimo Estates Unit One, north of Payson as shown on Official Map No. 241, and to accept the bid in the amount of \$52 from Janet Mielke for that portion of W. Cocopah Lane. **(Steve Sanders)**

Attachments

Acknowledgment and Notice of Sale

- Administration
- Auto/Equipment Maintenance
- Consolidated Roads
- Engineering Services
- Facilities and Land Management
- Fairgrounds
- Fleet/Fuel Management
- Floodplain Management
- GIS & Survey Services
- Recycling & Landfill Management
- Rural Addressing



Steve Sanders, Director
ssanders@gilacountyaz.gov

745 N. Rose Mofford Way
Globe, Arizona 85501
Phone (928) 402-8521
Fax (928) 425-8104
www.gilacountyaz.gov

Public Works Division

At least sixty days before the date of the sale, a notice of sale describing the roadway or portion of the roadway to be sold was posted at intervals of no more than one mile and in at least three places on or along the side of the roadway. A copy of that notice is attached. The date the notice was posted was: January 6 & January 13, 2016. The notice made specific reference to A.R.S. Section 28-7204 and stated that a person may submit purchase offers and that abutting owners have preference rights pursuant to A.R.S. Title 28, Chapter 20, Article 8 (Article 8 is titled: Disposition of Public Roadways). The notice was delivered or mailed to abutting owners of record whose addresses were known or readily discoverable as follows:

Name: _____ Address: _____
Janet Mielke, 6731 Sunnyvale Rd, Paradise Valley Az 85253

Date of Mailing:
12/23/15

County Authorized Signature: [Signature]

STATE OF ARIZONA)
COUNTY OF GILA) ss.

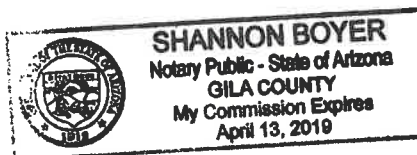
ACKNOWLEDGMENT

On this 6th day of January 2016, before me, the undersigned Notary Public, personally appeared Steve Sanders, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

My Commission Expires: 4-13-19

[Signature: Shannon Boyer]
Notary Public



**NOTICE OF SALE OF PUBLIC ROADWAY
PURSUANT TO A.R.S. §28-7204**

NOTICE IS HEREBY GIVEN that Steve Sanders, Gila County Public Works Division Director, will sell at Public Sale on the 15th day of March 2016, at 10:00 o'clock at the Gila County Courthouse, 1400 E. Ash Street, Globe, Arizona, a portion of the roadway as described on the attached EXHIBIT "A," and,

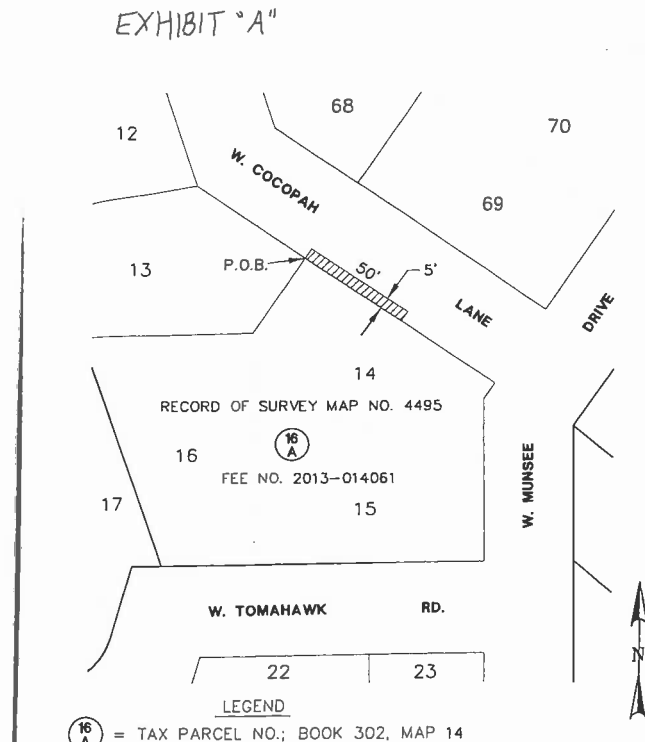
TAKE NOTICE that any person may submit purchase offers; however, abutting owners of the aforementioned roadway or portion of the roadway have preference rights to purchase the portion or a part of the portion for the consideration paid for the land by the city, town, county or state, which first acquired the land within the roadway for public use; and,

TAKE FURTHER NOTICE that the abutting owner may exercise preference rights before the proposed date of sale by written notice to Marian Sheppard, Clerk of the Gila County Board of Supervisors, 1400 E. Ash Street, Globe, Arizona 85501.

DATED this 23rd day of December 2015.

By: 
Steven Sanders, Director
Gila County Public Works Division

TO BE PUBLISHED:
Arizona Silver Belt: Wednesday, January 6, 2016
Wednesday, January 13, 2016



ARF-3549

Regular Agenda Item 2. E.

Regular BOS Meeting

Meeting Date: 03/15/2016

Submitted For: Steve Sanders,
Director

Department: Public Works

Division: Engineering

Information

Request/Subject

Public Sale for a portion of Elaine Way, Official Map No. 448, Gila County Records, AZ.

Background Information

On December 15, 2015, during a regular meeting of the Board of Supervisors, the Board gave the approval to begin the process of an unnecessary public roadway being a portion of Elaine Way. Staff began the necessary notifications and public postings of the Board's decision.

A portion of property owner's home, stairs, upper deck and another smaller building encroach into the right-of-way of Elaine Way. Abandoning said portion of Elaine Way burdened by the encroachments will not affect the traveling public that use Elaine Way. Said property owner has been contacted and given the option that can exercise preference rights before the proposed date of sale by or appear at the public sale, and submit a bid for that portion of Elaine Way.

Jeffrey Yoder has submitted a bid in the amount of \$144 for this portion of Elaine Way. This bid meets the minimum requirements established by the current Gila County policy on the abandonment of roadways in Gila County.

No other bids have been received; however, bids may be accepted at the public sale.

Evaluation

Elaine Way is a dedicated public road forty six (46) feet in width and is adjacent to Lot 9, Christopher Creek Haven, Plat Five. Christopher Creek Haven, Plat Five was recorded in April 1971. Abandoning the portion burdened by the encroachments will not affect the traveling public that use Elaine Way.

Conclusion

Abandonment of this portion of road will not deny anyone access to private property in the area.

Recommendation

The Public Works Division Director recommends that Gila County accept the bid from Jeffrey Yoder.

Suggested Motion

Information/Discussion/Action for the public sale of a portion of Elaine Way, which is adjacent to Lot 9, Christopher Creek Haven, Plat Five, east of Payson as shown on Official Map No. 448, and to accept the bid in the amount of \$144 from Jeffrey Yoder for that portion of Elaine Way. **(Steve Sanders)**

Attachments

Notice of Sale

- Administration
- Auto/Equipment Maintenance
- Consolidated Roads
- Engineering Services
- Facilities and Land Management
- Fairgrounds
- Fleet/Fuel Management
- Floodplain Management
- GIS & Survey Services
- Recycling & Landfill Management
- Rural Addressing



Steve Sanders, Director
ssanders@gilacountyaz.gov

745 N. Rose Mofford Way
Globe, Arizona 85501
Phone (928) 402-8521
Fax (928) 425-8104
www.gilacountyaz.gov

Public Works Division

At least sixty days before the date of the sale, a notice of sale describing the roadway or portion of the roadway to be sold was posted at intervals of no more than one mile and in at least three places on or along the side of the roadway. A copy of that notice is attached. The date the notice was posted was: January 6 & January 13, 2016. The notice made specific reference to A.R.S. Section 28-7204 and stated that a person may submit purchase offers and that abutting owners have preference rights pursuant to A.R.S. Title 28, Chapter 20, Article 8 (Article 8 is titled: Disposition of Public Roadways). The notice was delivered or mailed to abutting owners of record whose addresses were known or readily discoverable as follows:

Name: Jeffrey Yoder, 6882 W Firebird Dr, Glendale AZ 85308
Address:

Date of Mailing: 12/23/15

County Authorized Signature: [Signature]

STATE OF ARIZONA)

) ss.

COUNTY OF GILA)

ACKNOWLEDGMENT

On this 6th day of January 2016, before me, the undersigned Notary Public, personally appeared Steve Sanders, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

My Commission Expires: 4-13-19

[Signature]
Notary Public



**NOTICE OF SALE OF PUBLIC ROADWAY
PURSUANT TO A.R.S. §28-7204**

NOTICE IS HEREBY GIVEN that Steve Sanders, Gila County Public Works Division Director, will sell at Public Sale on the 15th day March 2016, at 10:00 o'clock at the Gila County Courthouse, 1400 E. Ash Street, Globe, Arizona, a portion of the roadway as described on the attached on Exhibit B; and,

TAKE NOTICE that any person may submit purchase offers; however, abutting owners of the aforementioned roadway or portion of the roadway have preference rights to purchase the portion or a part of the portion for the consideration paid for the land by the city, town, county or state, which first acquired the land within the roadway for public use; and,

TAKE FURTHER NOTICE that the abutting owner may exercise preference rights before the proposed date of sale by written notice to Marian Sheppard, Clerk of the Gila County Board of Supervisors, 1400 E. Ash Street, Globe, Arizona 85501.

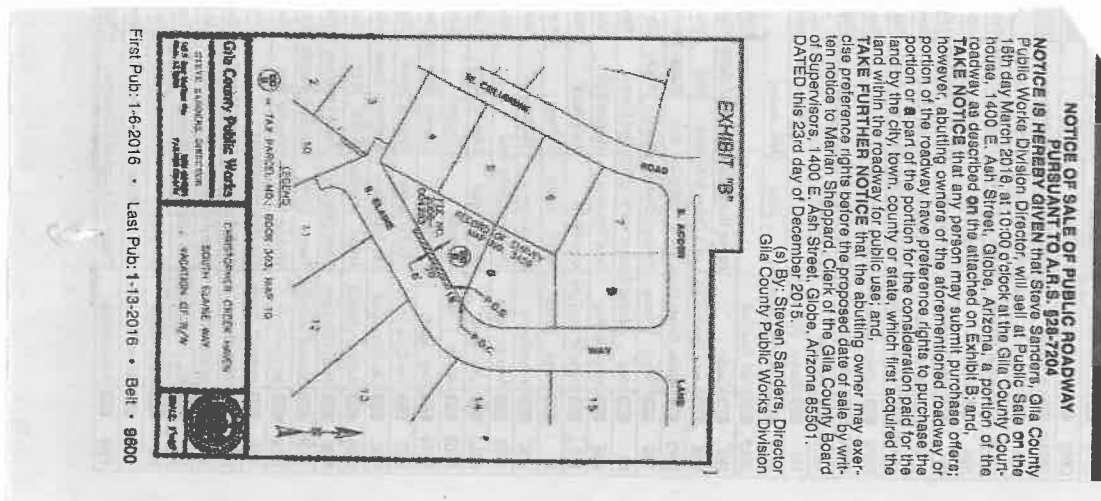
DATED this 23rd day of December 2015.

By: _____

Steven Sanders, Director
Gila County Public Works Division

TO BE PUBLISHED:

Arizona Silver Belt: Wednesday, January 6, 2016
Wednesday, January 13, 2015



ARF-3642

Regular Agenda Item 2. F.

Regular BOS Meeting

Meeting Date: 03/15/2016

Submitted For: Steve Sanders, Submitted By: Don McDaniel Jr., County Manager
Director

Department: County Manager

Information

Request/Subject

Approve Agreement No. 030116 for the Annual Yearling Auction/Sale Request for Equipment Assistance.

Background Information

The Gila County Cattle Growers Association holds an annual yearling auction/sale at the Burch Sale Yard. This sale is typically held in May of each year.

Evaluation

In recent years, the annual yearling auction/sale has generated revenue to Gila County in excess of \$2,000,000.

Conclusion

The Gila County Cattle Growers Association is asking for support during the annual yearling auction/sale to be held on May 2, 2016. In order for Gila County to administer equipment support, it is agreed that only Gila County employees will be operating any equipment utilized.

It is anticipated there will be a need for a water truck, blade and backhoe. This request also includes the use of a tent, tables, and chairs.

Recommendation

Public Works recommends that Gila County assist in the annual yearling sale by supplying equipment to be operated by Gila County certified operators who will be operating the equipment while on their personal time. Public Works also recommends that Gila County assist by supplying a tent, tables, and chairs.

Suggested Motion

Information/Discussion/Action to approve Agreement No. 030116 between Gila County and the Gila County Cattle Growers Association; pursuant to A.R.S. §11-254.04, to find that to assist in the annual yearling auction/sale is an economic development activity because it will assist in the creation or retention of jobs or will otherwise improve or enhance the economic welfare of the inhabitants of Gila County; and, to authorize Public Works to supply requested tent, tables, chairs, and equipment with Gila County certified operators for the Gila County Cattle Growers Association's annual yearling auction/sale between April 25, 2016, through May 2, 2016. **(Steve Sanders)**

Attachments

Agreement No. 030116-Gila County Cattle Growers Association

Cattle Growers Request Letter

Gila County Cattle Growers Association 501(c)5

AGREEMENT NO. 030116
BETWEEN
GILA COUNTY
AND
GILA COUNTY CATTLE GROWERS ASSOCIATION

THIS AGREEMENT is made and entered into effective this _____ day of _____, 2016, by and between Gila County, hereinafter referred to as "County" and the Gila County Cattle Growers Association, hereinafter referred to as "GCCGA".

RECITALS

WHEREAS, the Gila County Board of Supervisors desires to provide equipment – to be operated by Gila County employees while on their personal time, use of a tent, use of tables and chairs, to GCCGA in order to assist in the GCCGA's annual yearling auction; and

WHEREAS, the GCCGA has requested Gila County to provide equipment, the use of a tent, use of tables and chairs to assist in GCCGA's annual yearling auction; and

WHEREAS, the Program is a nonprofit corporation which enjoys and maintains federal tax exempt status as a 501 (c) (5) corporation; and

WHEREAS, the Gila County Board of Supervisors determines this contribution to be for a public purpose.

SCOPE

It is the intent of the County pursuant to A.R.S. §11-254 to provide equipment – to be operated by Gila County employees while on their personal time, the use of a tent, and the use of tables and chairs, for Economic Development activities to GCCGA, to further the economic development of the County.

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 provide equipment which will be operated by Gila County employees while on their personal time, the use of a tent, and the use of tables and chairs, in the form of an Economic Development Grant to GCCGA, for the benefit of the public.
2. The equipment, tent, tables and chairs will be used by GCCGA, during the period of April 25, 2016 through May 02, 2016, for the sole purpose of hosting the annual yearling auction, at the Burch Sale Yard in Globe, AZ.

3. The equipment will be operated by Gila County employees, who are certified operators, who will be operating said equipment while on their personal time. Personal time means time spent as a volunteer and not as a condition of employment.

4. 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:

Gila County Cattle Growers Association
Attn: President
P.O. Box 7
Globe, Arizona 85501

Gila County Board of Supervisors
Attn: County Manager
1400 E. Ash Street
Globe, Arizona 85501

GENERAL TERMS

1. Indemnification: GCCGA (as "Indemnitor") agrees to defend, indemnify, and hold harmless, the County (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 or 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.
2. Termination: Either party may, at any time and without cause, cancel this Agreement by providing 30 days written notice to the other party.
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 federal, state and local laws. Laws include 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.
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 Program 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 the Agreement subject to penalties up to and including termination of this Agreement. A party shall not be deemed in material breach if it and its subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the e-verify requirements contained in A.R.S. § 23-214(A). Each party retains the legal right to inspect the papers of the other party and its subcontractors engaged in performance of this Agreement to ensure that the other party and its subcontractors are complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.
8. As required by A.R.S. § 23-214(B), before receiving the economic development incentive, the Program shall provide proof to the County that the Program is registered with and is participating in the e-verify program.

IN WITNESS WHEREOF, three (3) identical copies of Agreement No. 030116, each which shall include original signatures and for all purposes be deemed an original hereof, have been duly executed by the parties hereinafter named, on the date and year first above written.

GILA COUNTY BOARD OF SUPERVISORS

Michael A. Pastor, Chairman of the Board

**GILA COUNTY CATTLE GROWERS
ASSOCIATION**



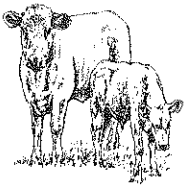
Bill Conway
President

ATTEST

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM

Jefferson R. Dalton, Deputy Gila County Attorney
Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney



Gila County Cattle Growers Association

P. O. Box 7

GLOBE, AZ 85501

OFFICERS

BILL CONWAY
PRESIDENT
(928) 978-2628
WOODY CLINE
VICE-PRESIDENT
(928) 462-3597
MIKE HEMOVICH
SECRETARY
(928) 462-3743
FRANK DALMOLIN
TREASURER
(928) 812-1083
THERESE GRIFFIN
HICKS
PAST-PRESIDENT
(928) 812-2520

DIRECTORS

BOB BENNE
LORI BROWN
EDDIE CONWAY
DAVID COOK
NATHAN ELLISON
CHAS. ERICKSON
DAN FENN
JOHN FOWLER
BAIN GRANTHAM
WALTER GRANTHAM
JOHN GRIFFIN
PAM GRIFFIN
TOM HALE
CHARLEY JOHNSON
JOHN L. JOHNSON
MICHAEL ODDONETTO
PETE ODDONETTO
JIM RASMUSSEN
ARTHER 'BeBe' RIVERA
HEBER ROBBS
MANUEL RUIZ, JR.
RAY TANNER
JAMES WEBB
TERENCE WHEELER

HONORARY DIRECTORS

STEPHEN L. BIXBY, JR.
ED BLUMMER
BILL BRAKE
ROY HICKS
ROBERT G. "PAT" GRAY
MITCHELL HOLDER
LEROY "BENO" JONES
DUANE REECE
LEROY TUCKER
ROY DALE TUCKER
F. VAN WILSON

February 17, 2016

Supervisor John Marcanti
1400 E. Ash St.
Globe, AZ 85501

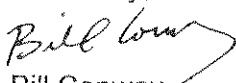
Dear Supervisor Marcanti,

I am writing on behalf of the livestock industry in Gila County. As you may know, our Cattle Growers Association annually puts on a yearling sale at the Burch Sale Yard. A host of volunteers from our county come together to put on a sale that in May 2015 brought in over \$2,000,000 to our county. Using the Chamber of Commerce multiplier of 6 to 7-fold economic impact to the county that would yield a \$12 - \$14 million benefit to our community, produced in a single-day event. We expect a similar outcome this year.

We are most grateful for all the support of the Supervisors in the past. That they value the livestock industry in our area and have willingly allowed the use of a blade, a water truck, tables and chairs and personnel to help set up our tent for the event day greatly appreciated. We understand times and budgets are tougher now but we hope you will appreciate the value of a \$12 million day and respectfully request you consider allowing us the use of the above mentioned equipment, items and personnel for the week before and sale day.

Our sale is set for Monday, May 2, 2016. We thank you in advance for your consideration and the support you are able to afford us this year. We invite you and the entire Board of Supervisors to come by, have lunch and enjoy the livestock auction.

Sincerely,


Bill Conway
President

Address any reply to: *EIN # 86-0337012*
P.O. Box 2350, Los Angeles, Calif. 90053

Department of the Treasury

LA: 80:78:399

Internal Revenue Service

Date: **MAR 14 1978**

In reply refer to: J. Jones

L-179, Code: 421
Form LOG-2-17

Determination Section (215) 371

Gila County Cattle Growers Association
Post Office Box 7
Globe, Arizona 85501

Internal Revenue Code: Section 501(c) (3)
Form 990 Required: ☒ Yes ☐ No
Accounting Period Ending: September 30

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from Federal income tax under the provisions of the Internal Revenue Code section indicated above.

Unless specifically excepted, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$50 or more to each of your employees during a calendar quarter. And, unless excepted, you are also liable for tax under the Federal Unemployment Tax Act on remuneration of \$50 or more to each of your employees during a calendar quarter if, during the current or preceding calendar year, you have one or more employees at any time in each of 20 calendar weeks or pay wages of \$1,500 or more in any calendar quarter. If you have any questions about excise, employment, or other Federal taxes, please address them to this office.

Important
If your purposes, character, or method of operation is changed, you must let us know so we can consider the effect of the change on your exempt-status. Also, you must inform us of all changes in your name or address.

The block checked at the top of this letter shows whether you must file Form 990, Return of Organization Exempt From Income Tax. If the Yes box is checked, you are only required to file Form 990 if your gross receipts each year are normally more than \$10,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. The law imposes a penalty of \$10 a day, up to a maximum of \$5,000, for failure to file the return on time.

(OVER)

Form L-179 (Rev. 4-73)

EIN # 86-0337012

You are not required to file Federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

Please keep this determination letter in your permanent records.

Sincerely yours,

District Director

cc: Cullen A. Little

cl

ARF-3653

Regular Agenda Item 2. G.

Regular BOS Meeting

Meeting Date: 03/15/2016

Submitted For: Steve Sanders,
Director

Department: Public Works

Division: Engineering

Information

Request/Subject

Adopt Resolution No. 16-03-01 designating Randall Place as a public roadway.

Background Information

Randall Place in Pine is an east west collector road in Pine that provides access to SR 87. Over 20 years ago the County maintained Randall Place. Research by staff a number of years ago determined that the County had no easement for the road and maintenance stopped. Over the years staff has attempted to identify the owners of the road, but have been unable to do so. Property descriptions along the road do not take the road into consideration and the deeds all set back from the road. The Department of the Interior U.S. Geological Survey Maps from 1934 and 1952 show the road and classify it as an unimproved dirt road. Conversations with long-time residents of the area have indicated the road has been used by the public for as long as anyone can remember.

Arizona Revised Statute (A.R.S.) §28-7041(C) provides a method for the County to maintain the road as a public highway.

A.R.S. § 28-7041. State highways and routes defined states:

A. The state highways, to be known as state routes, consist of the highways declared before August 12, 1927 to be state highways, under authority of law, that the board, after receipt of a recommendation from the director, may add to, abandon or change. If the board proceeds contrary to the recommendations of the director, it shall file a written report with the governor stating the reasons for the action.

B. The state highways consist of the parts of the state routes designated and accepted as state highways by the board. A highway that has not been designated as a state route shall not become a state highway and any portion of a state route shall not become a state highway until it has been specifically designated and accepted by the board as a state highway and ordered to be constructed and improved.

C. All highways, roads or streets that have been constructed, laid out, opened, established or maintained for ten years or more by the state or an agency or political subdivision of the state before January 1, 1960 and that have been used continuously by the public as thoroughfares for free travel and passage for ten years or more are declared public highways, regardless of an error, defect or omission in the proceeding or failure to act to establish those highways, roads or streets or in recording the proceedings.

Evaluation

Randall Place meets the requirements of A.R.S. §28-7041(C). By authorizing Randall Place to be included in the Gila County Maintained Roadway System, it will allow the Public Works Division to maintain the road and provide a service to the residents and citizens of the County who use the road on a daily basis.

Conclusion

Providing maintenance on Randall Place will not reduce the level of service to other roads in the Gila County Maintained Roadway System.

Recommendation

The Public Works Division Director recommends that the Board adopt Resolution No. 16-03-01 designating Randall Place as a public roadway and accepting the road into the Gila County Maintained Roadway System.

Suggested Motion

Information/Discussion/Action to adopt Resolution No. 16-03-01 designating Randall Place as a public roadway and accepting said road into the Gila County Maintained Roadway System. **(Steve Sanders)**

Attachments

Resolution No. 16-03-01

Map 1934

Map 1952



RESOLUTION NO. 16-03-01

A RESOLUTION OF THE GILA COUNTY BOARD OF SUPERVISORS OFFICIALLY ACCEPTING RANDALL PLACE, AS SHOWN ON THE ATTACHED EXHIBIT "A," AS A PUBLIC ROAD AND TO BE DESIGNATED AND MAINTAINED AS A PUBLIC ROADWAY IN THE GILA COUNTY MAINTAINED ROADWAY SYSTEM.

WHEREAS, in accordance with the provisions of A.R.S. §28-7041(C), the Gila County Board of Supervisors may designate and maintain public highways; and,

WHEREAS, said Board of Supervisors acknowledges that this road has been constructed, laid out, opened, established or maintained for ten years or more by the state or an agency or political subdivision of the state before January 1, 1960, and has been used continuously by the public as thoroughfares for free travel and passage for ten years or more.

NOW, THEREFORE, BE IT RESOLVED by the Gila County Board of Supervisors that Randall Place, as shown on the attached Exhibit "A," is designated and maintained as a public roadway in the Gila County Maintained Roadway System.

PASSED AND ADOPTED this 15th day of March 2016, at Globe, Gila County, Arizona.

Attest:

GILA COUNTY BOARD OF SUPERVISORS

Marian Sheppard, Clerk

Michael A. Pastor, Chairman

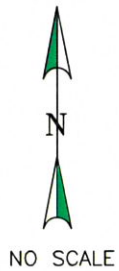
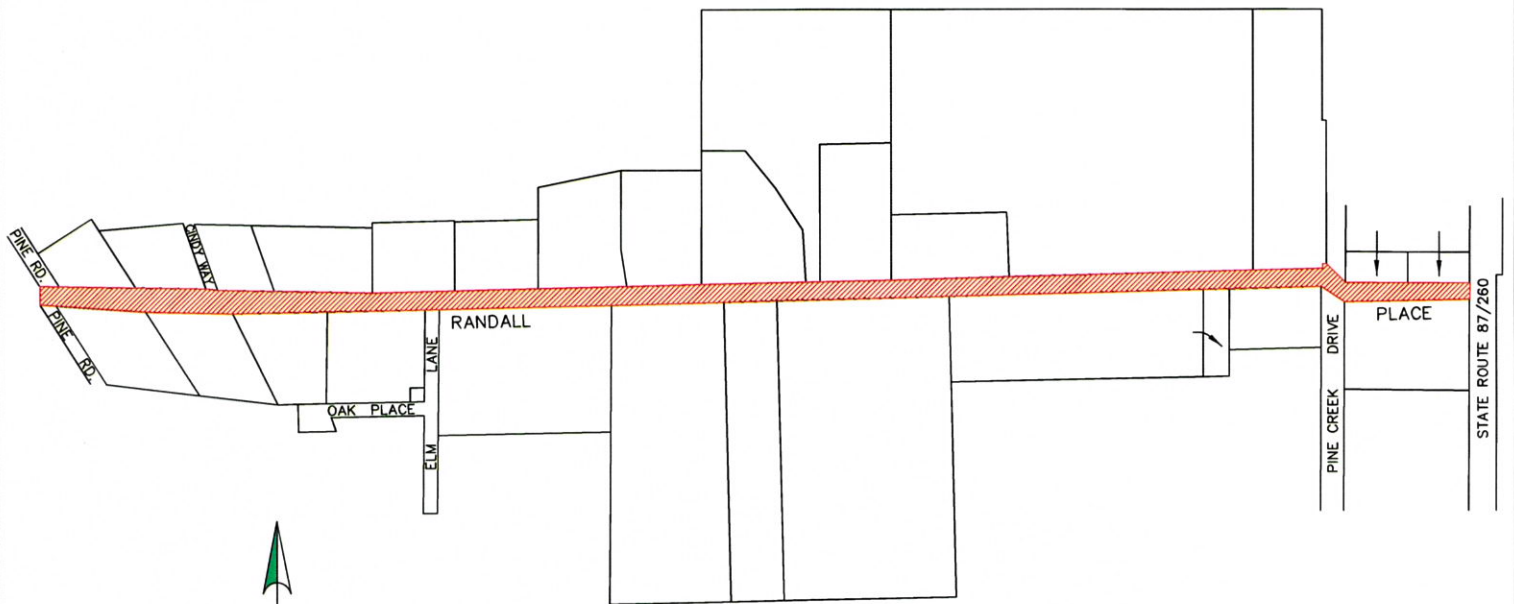
Approved as to form:


Jefferson R. Dalton
Deputy Gila County Attorney
Civil Bureau Chief

EXHIBIT "A"

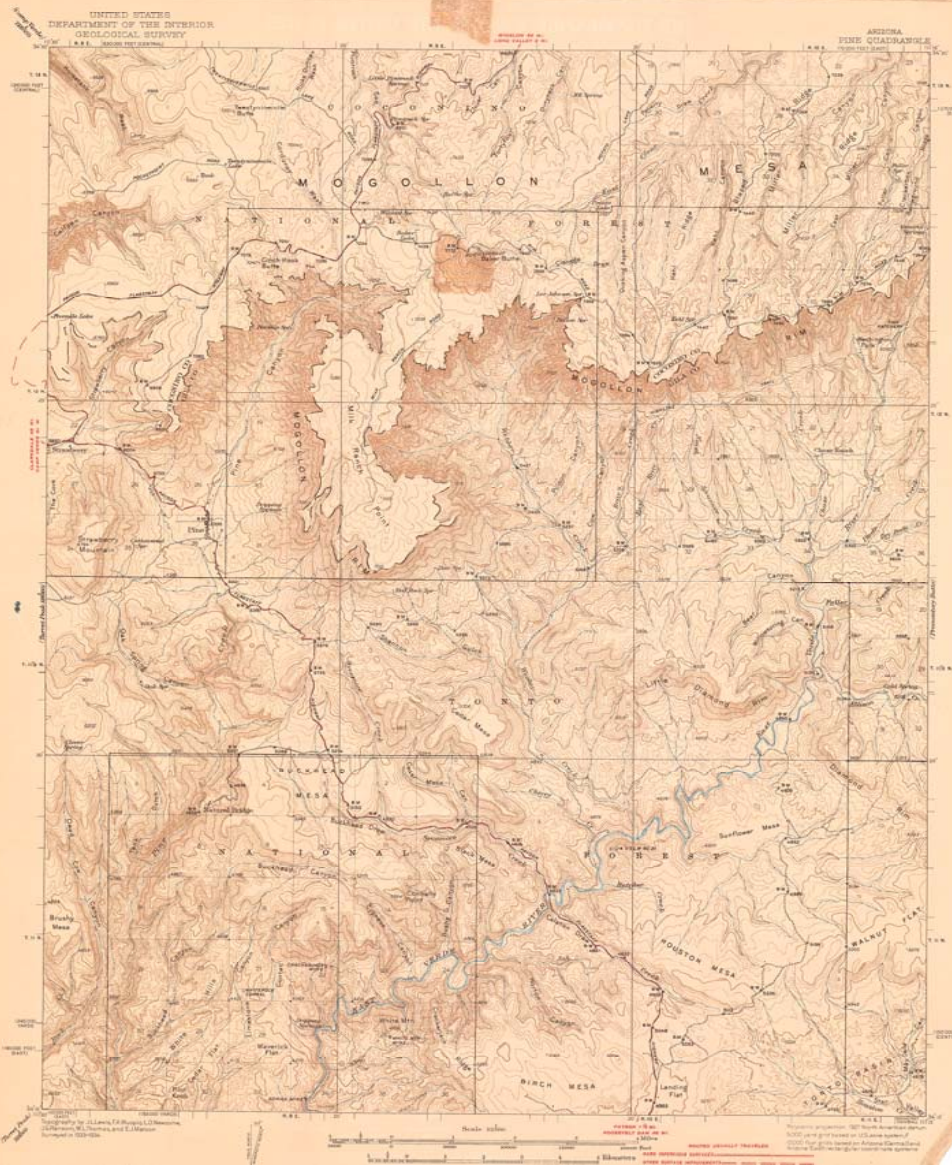
RANDALL PLACE

VARIABLE WIDTH PUBLIC ROAD



APPROVED:	Gila County Public Works	RANDALL PLACE	
3/15/16	STEVE SANDERS, DIRECTOR	VARIABLE WIDTH	
REVISED:	1400 East Ash Globe, AZ 85501 (928) 425-3231 FAX (928) 425-8104	PUBLIC ROAD	
			SHEET 1 OF 1

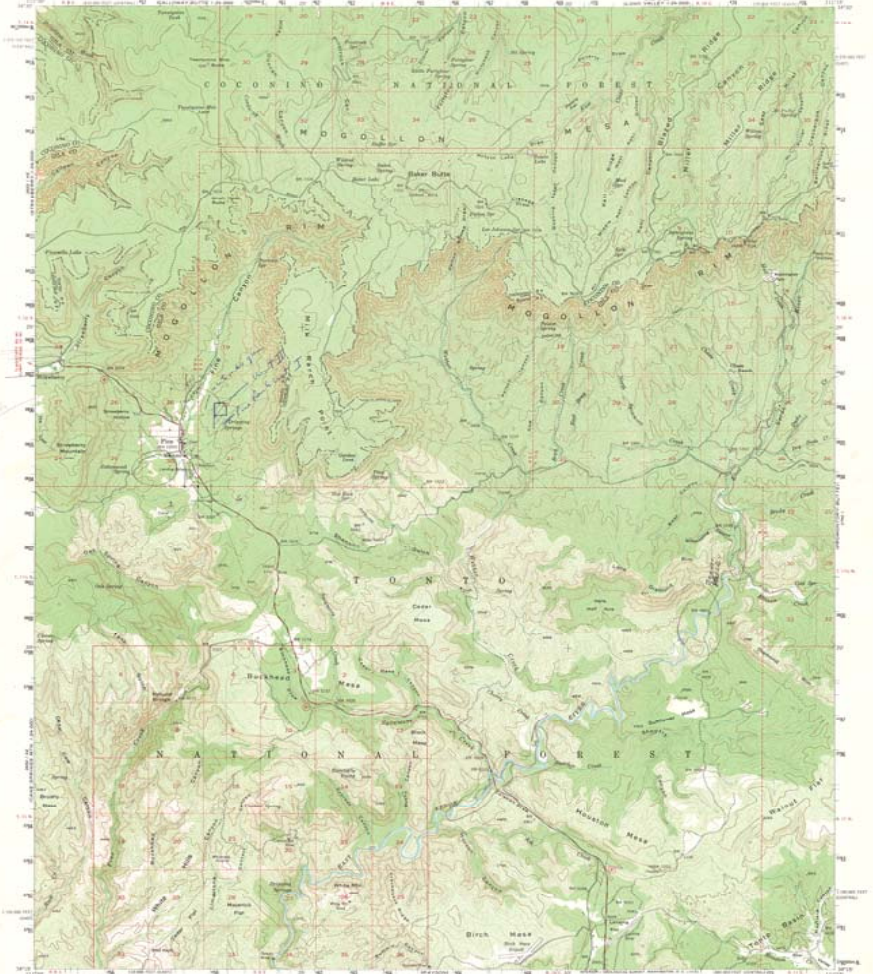
PINE
15 MIN
PLAYHOLD CORPORATION • BUREAU, CALIFORNIA
RECEIVED BY: JAMES H. CHASE



RAY-HOLZ CORPORATION • IRVINE, CALIFORNIA
800-875-2766

RAY HILL CORPORATION • Irvine, California
800/391-3340

UNITED STATES
DEPARTMENT OF AGRICULTURE
FOREST SERVICE

PINE QUADRANGLE
ARIZONA
NOTE SERIES (TOPOGRAPHIC)

MADRID, SPAIN, and published by the Geological Survey
Revised by the U. S. Forest Service
Control by GSS, WSCQS, and GPO
Typography by photomicroscopic 1010-06
Revised by GPO printer from aerial photographs
taken 1946. First issue 1962
Polymer, acetate. 7017 North American datum
10,200 m. grid based on Brown coordinate system,
and vertical scale
1,000-meter (vertical) Transverse Mercator grid lines,
and 1:2, shown in blue
Detailed road, rail, and other information available

ROAD CLASSIFICATION
Medium-duty _____ Light-duty _____
Unimproved dirt _____
State Route _____

PUNE, ARIZ.
00000-00110000

PUNE, ARIZ.
N 4320-W 1121000
1962
AMS 2704 19-000000 1700

ARF-3629

Regular Agenda Item 2. H.

Regular BOS Meeting

Meeting Date: 03/15/2016

Submitted For: Jacque Sanders, Asst. County Manager/Librarian

Submitted By: Jacque Sanders, Asst. County Manager/Librarian

Department: Asst County Manager/Library District

Information

Request/Subject

Approval of responses for the Survey of Counties Land Management and Conditions to be submitted to the Arizona Transfer for Federally Managed Lands Study Committee.

Background Information

In 2015, the Transfer of Public Lands Study Committee (TPL) was established by the Arizona Legislature and Governor to examine processes to transfer, manage and dispose of federal lands within Arizona. This study committee consists of the chairperson and vice chairperson of the House of Representatives committee on agriculture, water and lands, the chairperson and vice chairperson of the Senate committee on rural affairs and environment and a member of the public appointed by the Governor.

One of the specific outcomes outlined in the purposes of this committee is to survey the County Board of Supervisors of counties that contain at least fifteen percent land area under the management of federal agencies. The TPL has established that the attached survey be completed and returned by March 22, 2016, and that each county only submit one survey.

Evaluation

Since the land management within Gila County is primarily under the jurisdiction of the United States Forest Service, it is important that the County respond to this survey on behalf of the residents that live, work and play here. The survey instrument covers five main areas: Public Health, Safety and Welfare, Environmental Quality, Economic Productivity and Sustainability, Consistency with State and Local Objectives, and Ownership and Jurisdictional Responsibilities. Various factors influence each of these areas, and consideration has been given to each.

Conclusion

Approval and submittal of this survey will ensure that the Gila County Board of Supervisors has been responsive to the request for participation in the TPL Committee's effort to evaluate this topic and provides input into the development of management priorities for public lands.

Recommendation

Staff recommends that the attached survey be approved for submission to the Transfer of Federally Managed Lands Study Committee.

Suggested Motion

Information/Discussion/Action to approve Gila County's response to the Survey of Counties Land Management and Conditions for submittal to the Arizona Transfer of Federally Managed Lands Committee. **(Jacque Sanders)**

Attachments

Survey-Gila County's Response

Transfer of Federally Managed Lands Study Committee
Survey of Counties Land Management and Conditions

This survey is being promulgated by the Transfer of Federally managed Lands Study Committee to gather information to evaluate the management of certain federal lands in Arizona, assessing risks, and identifying solutions.

Please return your survey by March 22, 2016 to:

Chairman: REPRESENTATIVE BRENDA BARTON

bbarton@azleg.gov

Vice Chairman: SENATOR SYLVIA ALLEN

sallen@azleg.gov

GINA KASH-HOUSE POLICY ADVISOR

gkash@azleg.gov

TOM SAVAGE -- HOUSE RESEARCHER FOR AGRICULTURE WATER LAND; ENERGY NATURAL
RESOURCES COMMITTEES

tsavage@azleg.gov

Please attach any supplemental explanations, comments, suggestions, or other information your board finds pertinent.

###

A. PUBLIC HEALTH, SAFETY, AND WELFARE: (Attach explanation for each response as needed)

1. Do current wildfire conditions on federally managed lands within your county pose a significant threat to: [Check all that apply add percent or comments]

☒ Public Health and Safety ☒ Public Property ☒ Private Property

2. Do you believe fire hazard on federally managed lands should be reduced to protect public health and safety within your county? [Check all that apply add percent or comments]

☒ Yes ☐ No ☐ Unsure

About half of the USFS land in Gila County is at risk for catastrophic fire, and threatens more than half of the communities and residents within Gila County.

3. Regarding the water supply your citizens use, does current federal land management of watersheds: [Check all that apply add percent or comments]

☐ Optimize water yield ☒ Diminish water yield ☐ Have no impact

4. How important is it for people of your county to have motorized access to public lands for sustenance activities such as gathering wood, picking mushrooms and berries, hiking, harvesting wild game, CAMPING OR PICNICING etc.?

☒ Very Important ☐ Not Important ☐ Unsure

5. Is there an adequate supply of motorized roads on federally managed lands in your county to accommodate emergency ingress/egress for search and rescue, facility maintenance, public access, and resource management? [Check all that apply add percent or comments]

Transfer of Federally Managed Lands Study Committee
Survey of Counties Land Management and Conditions

☒ Yes ☐ No ☐ Unsure

This is a difficult balance to maintain, between access and habitat protection. The new Travel Management Plan will restrict access in some areas that are now accessible.

6. Regarding multiple-use recreational access routes on federally managed lands, does your county desire: [Check all that apply add percent or comments]

☐ Increased Multi-Use Access ☐ Reduced Multi-Use Access ☒ Keep Access As Is

Do you know the quantity of federally manages acres in your county? What agency administers policies over that land and what percentage is that of your county?

☒ Yes ☐ No ☐ Unsure

USFS – 55.42% (1,700,928 acres)

Tribal Lands – 37.9% (1,163,430 acres)

BLM – 2.15% (66,048 acres)

National Park Service – 0.04% (1,107 acres)

Bureau of Reclamation – 0.01% (204 acres)

###

B. ENVIRONMENTAL QUALITY: (Attach explanation for each response as needed)

1. Do you believe current fuel loads on any of the federally managed lands within your county could result in severe, uncontrollable, or catastrophic wildfires? (If so, provide, if practicable, geographic location and approximate acreage in an attachment) [Add percent or comments]

☒ Yes ☐ No ☐ Unsure

Along and under the Mogollon Rim

Sierra Ancha Mountains

CC Cragin water reservoir is highly susceptible to damage

Pinal Mountains

2. Is a high intensity wildfire on federally managed lands likely to cause a loss of important fish & wildlife habitat or harm to Threatened or Endangered Species in your county (e.g. Apache Trout, Spiked Dace, Loach Minnows, black-footed ferret)? [Check all that apply add percent or comments]

☒ Yes ☐ No ☐ Unsure

In a cursory search, there are at least 25 T & E species (plants and animals) that could be harmed by a high intensity wildfire within Gila County.

3. Are environmental threats such as noxious weeds, invasive species and bark beetle adequately controlled on federal lands within your county?

Transfer of Federally Managed Lands Study Committee
Survey of Counties Land Management and Conditions

_____ Yes ☒ No _____ Unsure

4. Does the air quality in your county fall below acceptable health standards due to smoke originating from wild fires and/or prescribed burns on federally managed lands?

☒ Yes _____ No _____ Unsure

###

C. ECONOMIC PRODUCTIVITY AND SUSTAINABILITY: (Attach explanation for each response as needed)

1. Is the Payment in Lieu of Taxes (PILT revenues) your county derives from federally managed lands equivalent to the amount that actual land taxation of that these lands would bring? (~~Present~~ Current fall 2015 revenue)

_____ Yes ☒ No Please provide actual amount received and estimate PILT as a percentage of your county budget.

We will receive approximately \$3.4 million in federal PILT 8.5% of the general fund budget, and 3.8% of the total (all funds) budget.

2. Are there any federally managed lands in your county for which you do not receive PILT payments? Please be specific: acreage name of facility etc. (e.g. Indian reservations, National Parks)

☐ ☒ Yes _____ No _____ Unsure

San Carlos, White Mountain, and Tonto Apache Tribal Lands and Tonto National Monument.

3. Is the amount your county derives from the Secure Rural Schools (SRS) funds equivalent to the amount that your county could derive from responsible harvest or extraction of natural resources?

_____ Yes ☒ No Please provide actual amount received and estimate SRS as a percentage of county budget (include present short fall).

Gila County will receive \$1.4 million in SRS funding for the current fiscal year.

With 1,700,928 acres of Forest land X \$7/ac (based on existing comparable land) there is the potential for \$11,906,496.00 as compared to \$4.8 million (\$1.4m in SRS and \$3.4m in PILT).

4. Is the economic productivity and number of related private sector jobs commensurate with the resource production capacity of the federally managed lands within your county? (Forestry, mining, ranching, recreation management)

_____ Yes ☒ No _____ Unsure

Transfer of Federally Managed Lands Study Committee
Survey of Counties Land Management and Conditions

5. Are federal policies for Threatened or Endangered Species adversely impacting private land owners, businesses, industries, or citizens within your county? (Species details and / or details where possible)

☒ Yes ☐ No ☐ Unsure

Particularly, the Willow flycatcher, the Mexican spotted owl, the two newly listed garter snakes, the Chiricahua leopard frog, and the various fish, as well as the proposed release of the Mexican Wolf and the continuing conversation regarding the ocelot, the leopard, the grizzly bear and the thick billed parrot, to name just a few.

6. Has federally managed land management resulted in adverse impacts to your county's economy? (details where possible)

☒ Yes ☐ No ☐ Unsure

The reduction in allowable livestock numbers from 60,000 permitted head in 1980, to an estimated 10,000 permitted head today is a direct effect of the management related to endangered species. This does not take into account the revenue lost from the logging or mining industries.

7. Do you believe changes in federally managed land management is necessary to ~~increases~~ positively impact your county's economy, employment opportunities, or tax base?

☒ Yes ☐ No ☐ Unsure

###

D. CONSISTENCY WITH STATE AND LOCAL OBJECTIVES: (Attach explanation for each response as needed)

1. Are federally managed land management actions consistent with your county's objectives? (specifics sectors where possible)

☐ Yes ☒ No ☐ Unsure

2. Would your county like state assistance incorporating local government objectives into Federally managed land management actions?

☐ Yes ☐ No ☒ Unsure

###

E. OWNERSHIP AND JURISDICTIONAL RESPONSIBILITIES:

1. Has your county experienced conflicts with federally managed or federal claimed ownership or jurisdictional responsibilities?

☐ Yes ☒ No (Please attach detailed description of conflicts)

Transfer of Federally Managed Lands Study Committee
Survey of Counties Land Management and Conditions

2. How much influence do you believe special interests have on the ability of federal agencies to develop and implement effective land and resource management plans on federal lands in your county?

_____ None _____ Moderate (please explain) _X_ Significant (please explain)

3. On a separate sheet, please describe your county's most significant concerns with federal land management, including current and past relations and communications with federal agencies and other relevant factors you believe legislators should be aware of. Provide any ideas that may help reduce risks or resolve concerns in these areas. Please be as specific as possible.

Our most significant land management issue is the desertification of the land which encourages invasive species and significantly reduces the productivity of the land.

Submitted by: Signature: _____

INCLUDE TITLE PRINTED NAME: Michael A Pastor

Chairman, Gila County Board of Supervisors

Date: March 15, 2016

Attested by: _____

Marian Sheppard, Clerk

Gila County Board of Supervisors

CONTACT; PHONE – EMAIL Jacque Sanders

(928) 402-8770

jsanders@glacountyaz.gov

ARF-3666

Regular Agenda Item 2. I.

Regular BOS Meeting

Meeting Date: 03/15/2016

Submitted By: Marian

Sheppard, Clerk
of the Board

Department: Clerk of the Board of Supervisors

Information

Request/Subject

Sealed Bid for the purchase of Assessor's parcel no. 206-10-104.

Background Information

On November 21, 2014, the Gila County Treasurer deeded Assessor's parcel number 206-10-104 to the State of Arizona c/o Board of Supervisors because the previous owner did not pay taxes on the subject property for 7 consecutive years. The property address for this parcel is 6151 S. Calle De Loma, Claypool, Arizona.

This parcel was included in the list of properties to be sold at the Board of Supervisors' August 4, 2015, annual property tax sale/auction; however, it did not sell. After the sale, the property was added to a list of properties that did not sell at previous Board auctions and it was made available for purchase year round.

The Treasurer obtained information that the Arizona Health Care Cost Containment System (AHCCCS) has placed a lien in the amount of \$42,441.30 on this property.

Evaluation

An individual expressed an interest in purchasing this property; however, he is requesting to purchase the property for less than the lien amount which is \$7,091.97. Gila County Resolution No. 15-05-05 states, "WHEREAS, the Board of Supervisors may waive the requirement to sell the property for no less than the total lien amount if a condition warrants selling a parcel at a lesser price."

The subject property contains a deteriorated house and the property is covered in overgrown shrubs, weeds and trash. It is affecting the values of surrounding properties. The prospective buyer would like to purchase

the property in order to clean it up as he plans on building a wall/fence around the property to store his recreational vehicles. He will be contacting the County Building Department to verify if the property can be used for storage. He is aware that the AHCCCS also has a lien on the property.

Conclusion

There are many blighted properties in Gila County. Due to liability issues, Gila County is unable to clean up the property because it is owned by the State of Arizona. It would be advantageous for the Board of Supervisors to consider a bid that is less than the lien amount so that the prospective buyer could clean up the property. It would be a win-win situation for both the prospective buyer, Gila County and the neighboring property owners. The prospective buyer would be able to purchase a house at a nominal cost; Claypool would have one less blighted property, and the County would benefit by having the property once again listed on the tax rolls.

Recommendation

It is recommended that the Board of Supervisors consider the bid for the purchase of Assessor's tax parcel number 206-10-104.

Suggested Motion

Information/Discussion/Action to consider a sealed bid for the purchase of Assessor's tax parcel number 206-10-104. **(Don McDaniel)**

Attachments

Information on 206-10-104

Pictures and Map of 206-10-104

WHEN RECORDED RETURN TO:
GILA COUNTY TREAS.

TREASURER'S DEED
A.R.S. 42-18267



KNOW ALL MEN BY THESE PRESENTS;

WHEREAS, on the 9th / 16th day of April, 2014 notice according to law was published in the ARIZONA SILVER BELT, a newspaper of general circulation in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the grantee named herein, and that unless the tax lien is redeemed before the 28th day of July, 2014, a Treasurer's Deed will issue to the said grantee, and

WHEREAS, said property tax lien not having been redeemed from such sale, I therefore, pursuant to said notice and in conformity with law have conveyed, and do hereby foreclose the right to redeem and convey, unto said STATE OF ARIZONA, the following described premises situated in the County of Gila, State of Arizona, to-wit:

PARCEL NUMBER : 206 10 104

ACCOUNT NUMBER: R007156

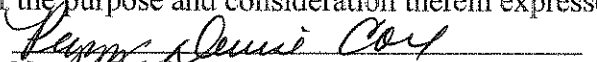
DESCRIBED AS : Lot 6 Block 16 of East Miami Twns, Plat 49

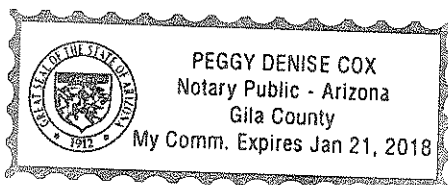
IN WITNESS WHEREOF, I, Debora Savage, Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this 21st day of November, 2014.


Treasurer of Gila County

STATE OF ARIZONA
COUNTY OF GILA

This instrument was acknowledged before me this 21st day of November, 2014 by Debora Savage as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that she executed the same for the purpose and consideration therein expressed.


Notary Public
My Commission Expires: 1.21.2018



Gila County Property Report

Thursday, December 18, 2014

Account #: R000008279

Parcel #: 206-10-104

Appraisal Year : 2014

Acct Type : Residential

Tax District : 4089

Map # : 10

Parcel Size : 0.09 acres

Owner Name and Address :

EZELL LLOYD & KATHLEEN
C/O HEALTH MANAGEMENT SYSTEMS
PO BOX 10530
PHOENIX AZ 85064

Property Location :

6151 S CALLE DE LOMA
CLAYPOOL AZ 85532
No #
MH Space

Business/Complex :**Property Sales History**

Sale Date	Doc Date	Book	Page	Type	Amount	Grantor	Grantee
11/21/2014	11/21/2014	-	-	TRD	\$0.00	EZELL LLOYD & KATHLEEN	STATE OF ARIZONA

Legal Description :

EAST MIAMI TWNS LOT 6 BLK 16

Building Count :

Bldg ID	Occupancy	Built As	Quality	Sq Ft	Year
1.00	Salvage	Ranch 1 Story	Low	969	1920

Valuation:

Value Method:	Cost	Full Cash Value (FCV):	\$2,499.00	Use Code:	0910
		Limited Value (LPV):	\$2,499.00	Property Use:	0910-SALVAGE RESIDENTIAL
Assessment Ratio:	16.00 %	Assessed FCV:	\$400.00		
		Assessed LPV:	\$400.00		

Disclaimer:

The Assessor's Office has compiled information on this website that it uses to identify, classify, and value real and personal property. This website is not updated in 'real time.' The Assessor does not guarantee that any information provided on this website is accurate, complete, or current. The information provided on this site is not equivalent of a title report or a real estate survey. Users should independently research, investigate, and verify all information before relying on it or in the preparation of legal documents. Please contact (928) 402-8714 if you believe any information is incomplete, out of date, or incorrect so that the appropriate correction can be addressed. Please note that a statutory process is available to correct errors pursuant to Arizona Revised Statutes 42-16254

ADVERTISE FOR TWO CONSECUTIVE WEEKS
A.R.S. 42-18265

TREASURER'S OFFICE

Gila County, Arizona

April 4, 2014

Notice is hereby given that **STATE OF ARIZONA**
has applied for a Treasurer's Deed to the following described real
property owned by:

**Ezell Lloyd & KATHLEEN
C/O HEALTH MANAGEMENT SYSTEMS**

and situated in Gila County, Arizona:

PARCEL # 206 10 104 ACCOUNT # R007156

Legal Description: Lot 6 Block 16 of East Miami Twns, Plat 49

which on **17 th day of February, 2011** was sold to **STATE OF ARIZONA**

for taxes, interest and penalties and charges amounting to

\$ 7,041.97

as represented in Tax Sale Certificate No. **09-032181**

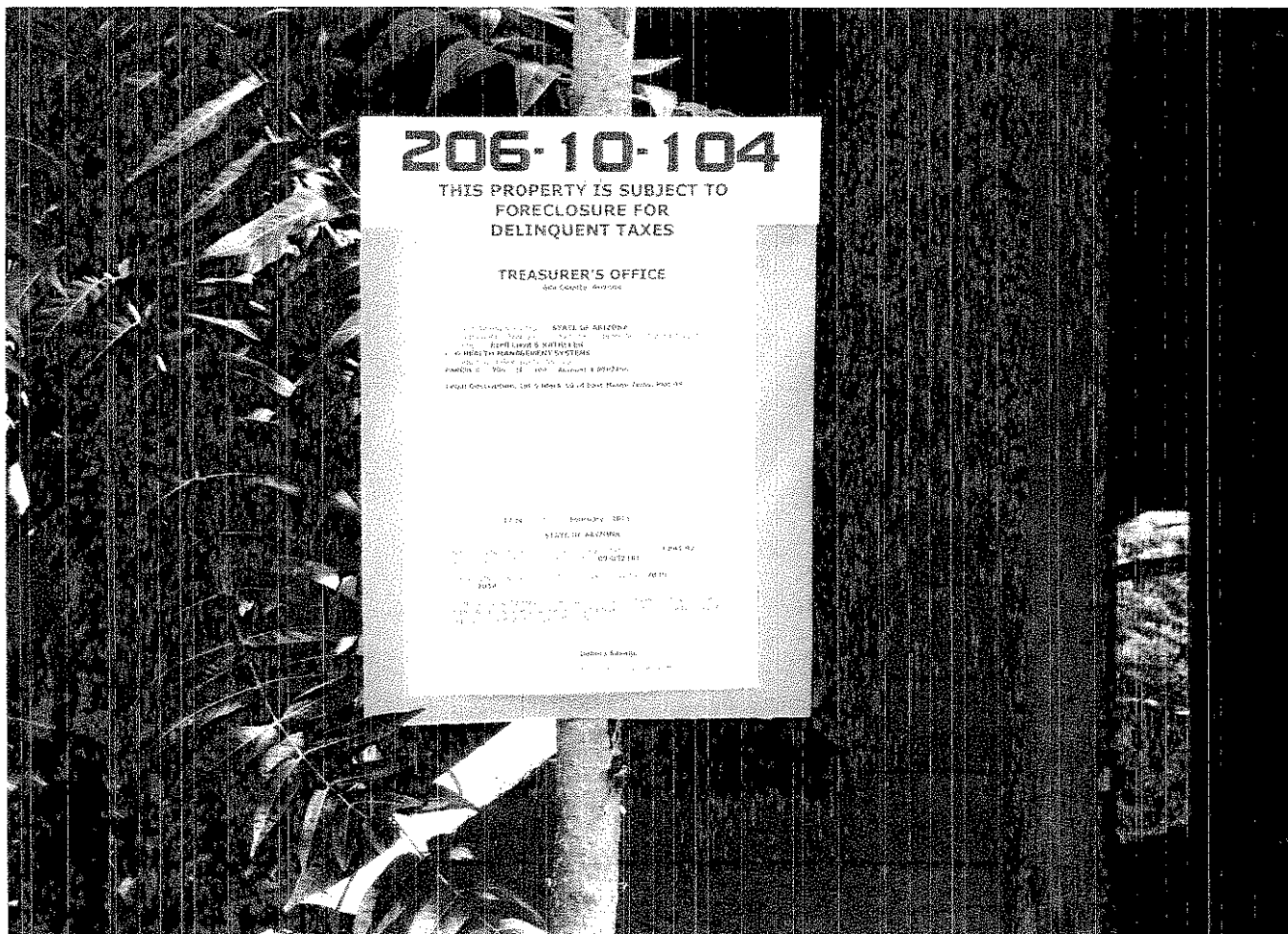
If redemption according to law be not made before the **28 th day of July, 2014** .

I will convey said premises unless the property is redeemed before the stated date a treasurer's deed will be executed and delivered to the county board of supervisors acting on behalf of this state.

\$7,041.97
50.00 Clerk's fee

\$7,091.97

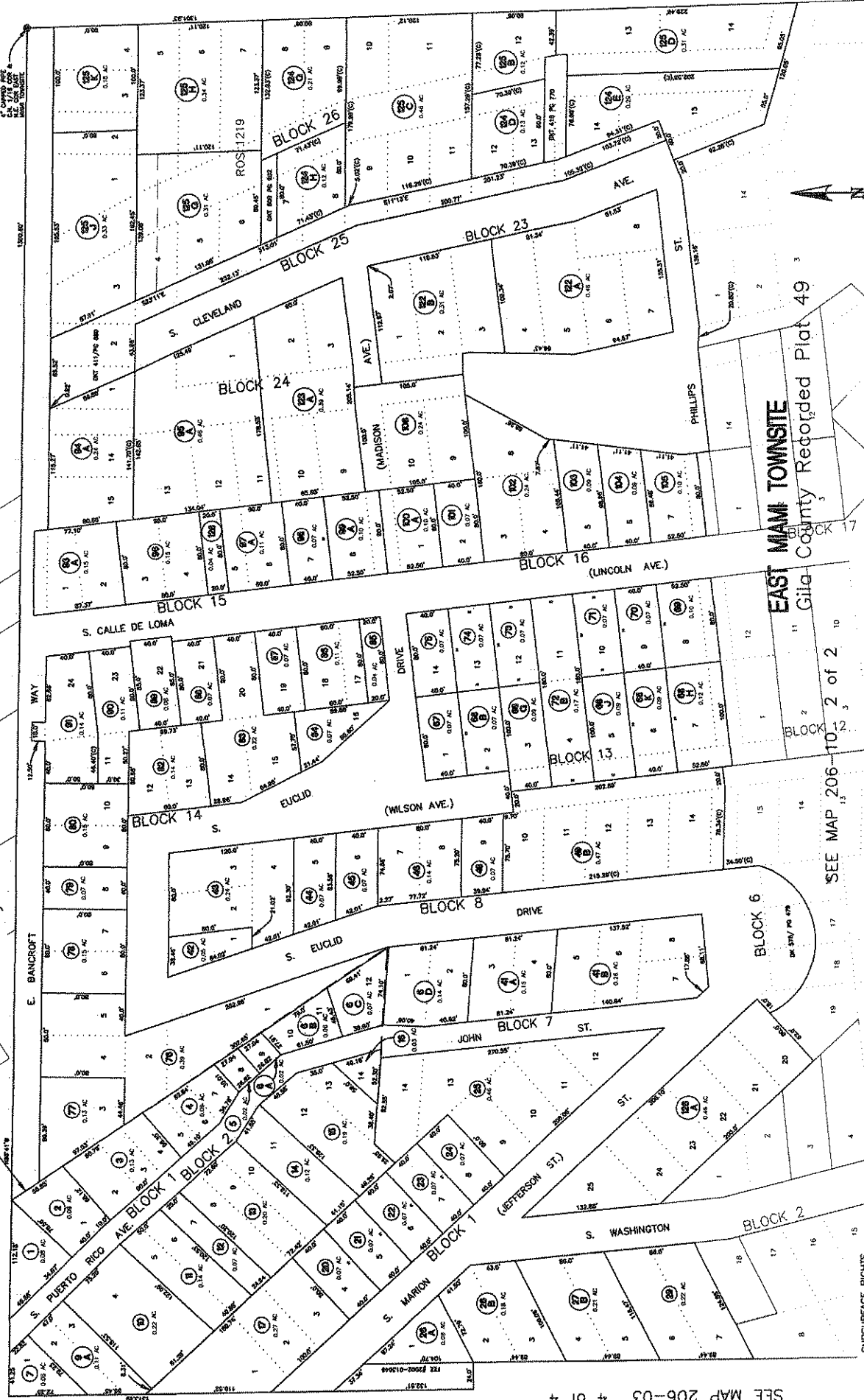
Debora Savage
Treasurer of Gila County, Arizona



PUERTO RICO SUBDIVISION
Gila County Recorded Plat 50

SEE MAP 206-03 3 of 4

206-10
1 of 2
CODE 4089
UPDATED 11-13-13



SCALE = 1" = 40'
(C) = CALCULATED
(R) = RECORDED

FOR INFORMATION ONLY, NO LIABILITY ASSUMED.

GILA COUNTY ASSESSOR

- SUBSURFACE RIGHTS**
- 500 (A) PUBLIC GROUNDS AND ALLEYS
 - 501 (A) BLOCK 1, EAST MIAMI TOWNSHIP
 - 502 (A) BLOCK 2, EAST MIAMI TOWNSHIP
 - 503 (A) BLOCK 4, EAST MIAMI TOWNSHIP
 - 504 (A) BLOCK 5, EAST MIAMI TOWNSHIP
 - 505 (A) BLOCK 6, EAST MIAMI TOWNSHIP
 - 506 (A) BLOCK 7, EAST MIAMI TOWNSHIP
 - 507 (A) BLOCK 8, EAST MIAMI TOWNSHIP
 - 508 (A) BLOCK 9, EAST MIAMI TOWNSHIP
 - 509 (A) BLOCK 10, EAST MIAMI TOWNSHIP
 - 510 (A) BLOCK 11, EAST MIAMI TOWNSHIP
 - 511 (A) BLOCK 12, EAST MIAMI TOWNSHIP
 - 512 (A) BLOCK 13, EAST MIAMI TOWNSHIP
 - 513 (A) BLOCK 14, EAST MIAMI TOWNSHIP
 - 514 (A) BLOCK 15, EAST MIAMI TOWNSHIP
 - 515 (A) BLOCK 16, EAST MIAMI TOWNSHIP
 - 516 (A) BLOCK 17, EAST MIAMI TOWNSHIP
 - 517 (A) BLOCK 18, EAST MIAMI TOWNSHIP
 - 518 (A) BLOCK 19, EAST MIAMI TOWNSHIP
 - 519 (A) BLOCK 20, EAST MIAMI TOWNSHIP
 - 520 (A) BLOCK 21, EAST MIAMI TOWNSHIP
 - 521 (A) BLOCK 22, EAST MIAMI TOWNSHIP
 - 522 (A) BLOCK 23, EAST MIAMI TOWNSHIP
 - 523 (A) BLOCK 24, EAST MIAMI TOWNSHIP
 - 524 (A) BLOCK 25, EAST MIAMI TOWNSHIP
 - 525 (A) BLOCK 26, EAST MIAMI TOWNSHIP

Regular BOS Meeting

Meeting Date: 03/15/2016

Submitted For: Steve Sanders, Director

Submitted By: Kelly Jones, Administrative Clerk Specialist

Department: Public Works Division: Fairground Facilities

Information

Request/Subject

Fee waiver request for all 4-H/FFA activities to be held at the Gila County Fairgrounds in 2016. Event dates range between March and September of 2016 for various activities; proposed dates are listed in the body of the Fee Waiver Application. All dates will be scheduled to ensure that there are no conflicts with other events.

Background Information

The University of Arizona Gila County Cooperative Extension 4-H Program provides an educational experience that prepares Gila County youth to be better citizens in the future, all at no charge to the members. 4-H is a world wide organization that provides out-of-school learning, leadership experiences, and adult mentoring that help young people achieve success. There was a research study done by Tufts University, Medford, MA over 8 years that defined and measured positive youth development. Compared to their peers, the findings show that youth involved in 4-H programs excel in several areas: Nearly 4x more likely to make contributions to their communities, about 2x more likely to be civically active, nearly 2x more likely to participate in science programs during out-of-school times, girls are 2x to 3x (depending on the grade level) to take part in science programs compared to girls in other out-of-school time activities, and nearly 2x more likely to make healthier choices.

The National FFA Organization through the Globe FFA program promotes premier leadership, personal growth, and career success for its members. It is an educational program that prepares it's members for successful careers, and a lifetime of informed choices in the food and natural resource systems by participating in many community events. They participate in many events with the 4-H club and would be using the Fairgrounds Facilities individually and in tandem with 4-H.

Evaluation

No membership fees are paid by the 4-H members to the University of Arizona Gila County Cooperative Extension 4-H Program. There is; therefore, no funding available to pay facility rental fees. It is impossible to put a monetary value on what 4-H gives back to the community. 4-H programs are designed to shape future leaders and innovators. Past alumni include Mayors, Governors, Members of the US House of Representatives, US Senators, Vice President Al Gore, First Lady Jaqueline Kennedy-Onassis, First Lady Rosalynn Carter, astronauts, heads of business, and many other well known individuals that have given back to their communities what they received from their 4-H experience.

The Globe FFA members participate in many community events and the education and support that the members receive from FFA and the resulting impact on the members and their community is immeasurable.

Conclusion

The 4-H Program is a non-profit organization that greatly benefits the Gila County area at no charge to its members. 4-H inspires young people to work collaboratively, take the lead on their own projects and set and achieve goals with confidence. Risk behavior is greatly reduced in 4-H members which, in turn, saves the County money. The benefit to the community from 4-H having a safe environment to conduct their events is greater than the fees that may have been garnered by charging the organization rental fees.

The Globe FFA is a 501(c)3 nonprofit organization that receives limited funding. The program greatly benefits the Gila County area by preparing its members for successful careers, becoming premier leaders, and educating them regarding making informed choices in the food and natural resource systems that would beneficially impact the Gila County community.

Recommendation

It would be very beneficial to the 4-H/Globe FFA Programs if the Board of Supervisors would consider waiving all fees for the use of the County Fairgrounds facilities for 4-H/FFA events to be held in 2016. A list of the requested dates for 4-H/Globe FFA Program events to be held at the Fairgrounds facilities is included in the Fee Waiver Application.

Suggested Motion

Approval of a request submitted by the University of Arizona Gila County Cooperative Extension 4-H Program and the Globe FFA Program to waive fees for the use of the Gila County Fairgrounds facilities for their 2016 activities.

Attachments

4-H App 2016

4-H Letter 2016

4-H/FFA Fee Waiver App

4-H Study Results

4-H COI 2016

FFA FG Use App 2016

FFA Fee Waiver Letter

FFA Non Profit Proof

County Attorney's Comments

4-H



Welcome to the Gila County Fairgrounds Use Application, Policy and Rental Agreement

For your convenience, this document is in PDF format (free Adobe Reader or equivalent is needed to fill out application on line). Please print application, sign, and mail or hand-deliver original to:

Gila County Public Works
Facilities Management
745 N Rose Mofford Way
Globe, AZ 85501
928-402-4368
GCFair@gilacountyaz.gov

If you have questions regarding the application you may e-mail or call the phone number and email address listed above.

APPLICATION AND AGREEMENT TO RENT GILA COUNTY FAIRGROUNDS' FACILITIES

Name of Applicant or Organization:	University of Arizona, Gila County Cooperative Extension		
Address of Applicant or Organization:	5515 S Apache Ave., Ste. 600, Globe, AZ 85501		
Function to be Held:	4-H Activities		
Contact Person for Event:	Jessica Zamudio		
Telephone No.:	(928) 402-8588 or (928) 978-8511		
Date(s) Requested:	See Attachment	thru	
Time of Event:	See Attachment	to	
Estimate How Many People Will Attend Event:			
Liquor License No. and Sold by (Name):	N/A	Served only?	N/A
Will this event be public or private?	Public	Private	X
If public, would you like this event listed on the Gila County Fairgrounds webpage?	Yes	X	No
Information to be posted on webpage:	Is there an entrance fee?	Yes	No X
Adults: \$	Children: \$	Seniors: \$	

Which facility will be rented? Please check appropriate box, fill in # of days or hours and enter Total Fee(s).

BUILDINGS

☒ **Exhibit Hall:** The building is 60' x 120' (7200 sq ft) including kitchen and restrooms. Capacity is 480 people.

Total Fee:

First Day of Event - \$350.00

Each Additional Day of Event - \$250.00

(\$50.00 of cleaning fee is non-refundable) Cleaning Fee \$150.00

Key Deposit - \$25.00

☒ **Commercial Building:** Capacity is 320 people.

First Day of Event - \$200.00

Each additional Day - \$100.00

OUTDOOR FACILITIES

E.M.T. required for Go-Kart and all High Risk events. Horse Racing Events are required to have ambulance and E.M.T.

☐ **ATV Grounds** \$75.00 per day, \$300.00 per week (5 days)

☒ **Rodeo Arena** First Day of Event - \$1,200.00 + set up charges
\$ 150.00 for each additional day
\$25.00 per hour for lights

☐ **Grandstand Area** First Day of Event - \$500.00
\$150.00 each additional day

☒ **Livestock Shed A (60 x 120)** \$150.00 per day
☒ **Livestock Shed B (80 x 120)** \$150.00 per day
☒ **Livestock Shed C (30 x 120)** \$150.00 per day
☐ **Horse Stall(s)** \$10.00 each per day
☐ **Car Track and or Motor Cross** \$150.00 per day
☐ **Other Areas at Fairgrounds** \$150.00 per day

ESTIMATE TOTAL FEE(S) DUE: \$31,746.00

ALL 2016 EVENTS

POLICIES AND PROCEDURES: Please read carefully.

1. The signature of the applicant or agent for the organization on this application constitutes an offer to Gila County to enter into a rental agreement regarding the premises. A contract will be formed if and when Gila County accepts the application.
2. Gila County requires the event applicant or organization to provide and pay fees for security or traffic control personnel or both through the Sheriff's Office for events where:
 - a. Alcohol is served or sold; or
 - b. Events are offered for public attendance; or
 - c. More than 300 persons are expected to attend a private event.
3. If security or traffic control is required, the number of security or traffic control personnel or both needed for the event will be determined by the Gila County Sheriff's Office. **A minimum of no fewer than two (2) law enforcement officers are required for every 300 persons in attendance. At least one (1) officer must be an Arizona Post Certified Officer and the other may be a Gila County Sheriff Posse Reserve.**
4. The event applicant or organization will be required to sign the Gila County Agreement for Sheriff's Office Employee Services in the event law enforcement officers are required and to pay any required fees for said Services.
5. If alcohol will be sold or served, no beverages containing alcohol are allowed outside of a building properly rented for an event. Law Enforcement Officers have been instructed to enforce this policy.
If alcohol is to be sold, a Special Event Liquor License must be applied for with the Gila County Board of Supervisors, and upon their approval, applied for and obtained from the Arizona Department of Liquor Licenses and Control. The applicant or organization may either hire a Vendor with a Special Event Liquor License or apply for their own with the Arizona Department of Liquor Licenses and Control. If alcohol is to be sold or served, additional liquor legal liability insurance must be obtained as set forth below.
6. All events shall end by 12 midnight. This includes removing all personal property. Gila County is not responsible or liable for any personal property left after the function ends.
7. The refundable portion of the cleaning fee will be forfeited if the building is not cleaned or if there are any damages to the buildings, related equipment or other property belonging to Gila County. The event applicant or organization may also be responsible for charges beyond the amount of the cleaning fee if the cost arising from damages exceeds that amount.
8. Prior to picking up the key from Gila County's Public Works Facilities Department, all fees must be paid, arrangements for security and traffic control secured, and certificates of insurance verified. Gila County's Public Works Facilities Department's hours are 7 a.m. to 4 p.m., Monday through Friday, phone number 928-402-4368. The key must be returned to the facilities department by 4 p.m. the day after the event, or the key deposit will be forfeited.
9. **Insurance is required for all events.** At Gila County's sole discretion; some events, specialty functions, or events serving or selling alcohol will be required to provide additional insurance. A copy of the insurance certificate is required at least 10 days prior to the date of the event and must be sent to Gila County's Public Works Facilities Management Department directly from the insurance provider.

A. INSURANCE REQUIREMENTS: Applicant or organization and any vendors hired by applicant or organization shall procure and maintain until all of their obligations have been discharged, including breakdown and cleanup any warranty periods under this application 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 event hereunder by the applicant or organization, his agents, representatives, employees or vendors hired by the applicant or organization.

The insurance requirements herein are minimum requirements for this application and do not limit the indemnity covenants contained in this application. Gila County does not warrant that the minimum limits contained herein are sufficient to protect the applicant or organization from liabilities that might arise out of the performance of the event under this application by the applicant or organization, his agents, representatives, employees or vendors hired by the applicant or organization and the applicant or organization may purchase additional insurance as may be determined necessary by the applicant or organization.

B. MINIMUM SCOPE AND LIMITS OF INSURANCE: Applicant or organization 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 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: "Gila County, it's officials and employees and shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Applicant or Organization".

2). **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

3). **Automobile Liability**

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this event.
Combined Single Limit (CSL) \$1,000,000

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

Gila County, its officials and employees shall be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of the applicant or organization, including automobiles owned, leased, hired or borrowed by the applicant or organization.

4) As solely determined by Gila County, Liquor Legal Liability Insurance with limits of at least \$1,000,000 per occurrence. Gila County, its officials and employees shall be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of the applicant or organization,

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

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

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

- 1). On insurance policies where Gila County is named as an additional insured, Gila County its officials and employees shall be an additional insured to the full limits of liability purchased by the applicant or organization even if those limits of liability are in excess of those required by this application.
- 2). The applicant or organization's insurance coverage shall be primary insurance and any insurance maintained by Gila County shall not contribute to or be excess of the applicant's insurance or applicant's vendors or contractor's insurance.
- 3). Coverage provided by the applicant or organization shall not be limited to the liability assumed under the indemnification provisions of this application.
- 4). All of the applicant's insurance or applicant's vendors or contractor's insurance required by Gila County shall include a waiver of subrogation/recovery against Gila County, its officials and employees.

D. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this application 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 Gila County. Such notice shall be sent directly to Gila County Public Works Division, 745 N Rose Mofford Way, Globe, AZ, 85501 or and shall be sent by certified mail, return receipt requested.

E. **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 A VII. Gila County in does not warrant that the above-required minimum insurer rating is sufficient to protect the applicant or organization from potential insurer insolvency.

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

1). *All certificates and endorsements are to be received and approved by Gila County a minimum of 10 days before the event commences.* Each insurance policy required by this application must be in effect at or prior to commencement of the event for which this application has been submitted and remain in effect for the duration of the event. Failure to maintain the insurance policies as required by this application or to provide evidence of renewal is a material breach of the contract.

7. **INDEMNIFICATION:** Applicant or organization shall indemnify, defend, save and hold harmless Gila County and its officers, officials, agents, employees and volunteers (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by any acts or omissions of applicant or organization or any of its owners, officers, directors, agents, employees vendors that have been hired by applicant or organization. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of the applicant or 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 Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by applicant or organization from and against any and all Claims. It is agreed that applicant or organization will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this application, the applicant or organization agrees to waive all rights of subrogation against the Indemnitee for Claims arising from the event held by the applicant or organization.
8. **CANCELLATION:** This agreement is subject to cancellation pursuant to A.R.S. §38-511.
9. **IMMIGRATION LAW COMPLIANCE WARRANTY:** As required by A.R.S. § 41-4401, each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Each party further warrant 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 event for which the application has been submitted, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the e-verify program. A breach of this warranty shall be deemed a material breach of the Agreement subject to penalties up to and including termination of this Agreement. A party shall not be deemed in material breach if it and its subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the e-verify requirements contained in A.R.S. § 23-214(A). Each party retains the legal right to inspect the papers of the other party and its subcontractors engaged in performance of this Agreement to ensure that the other party and its subcontractors are complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.
10. No tape of any kind, nails, thumb tacks, or pins will be allowed on the walls for decorating.
11. **The event applicant or organization must communicate with Facilities Management at (928) 402-4368 at least ten (10) working days before the event to review facility setup. A drawing of the desired facility setup and the number of tables and chairs must be provided to the Facilities Management department.**
12. The event application may be downloaded from the internet (www.gilacountyaz.gov) and completed on line, print, and mail original to:
- Gila County Public Works
Facilities Management
745 North Rose Mofford Way
Globe, AZ 85501**
13. Events may be scheduled up to two (2) years in advance. The Fairgrounds' Master Calendar is maintained and coordinated by Facilities Management. Call (928) 402-4368 to request the availability of specific dates and times.
14. Gila County reserves the right to unilaterally cancel a reservation for the Fairgrounds' facility due to unforeseen circumstances, such as damages from natural or man-made causes. A full refund will be issued to the reserving party if another suitable Gila County Fairgrounds' facility cannot be substituted. Gila County's liability shall be limited to refunding the event fees charged. Gila County shall not be liable for consequential damages such as, but not limited to, loss revenue, lost profit, loss of clients, loss of product or the applicant's or organization's costs to relocate the event or events to another venue.
16. The Facilities Manager will have the right to review simultaneously scheduled events for appropriateness, compatibility and safety. Alternate event dates will be offered to all requestors if criteria cannot be satisfied.
17. Rental rates for Gila County Fairgrounds' facilities shall be based on the Gila County Fairgrounds' Rate Schedule in effect on the date the approval is given by Gila County.
18. Rules and regulations and rates are subject to change without notice. The rules, regulations and rates in effect on the date the approval is given by Gila County will be adhered to by both parties.

19. OTHER GENERAL REQUIREMENTS:

- A. Any use of Gila County property in violation of any law or ordinance of Gila County, the State of Arizona or United States or, at Gila County's sole discretion, that is not in Gila County's best interest, may constitute a material breach of this application and be grounds for immediate termination, cancellation or suspension. Any person whose acts, behavior or conduct is disorderly or disruptive may be refused entrance to, or be ejected from Gila County's property. The applicant shall defend, indemnify and hold harmless the Indemnitee from such refusal or ejection to the fullest extent and scope of the indemnity and insurance requirements in this application.
- B. This application is for Gila County property and shall not be construed as an authorization for use of adjacent private or public property.
- C. Applicant shall promptly compensate or reimburse Gila County for all damages to, or loss of use of, Gila County property. Compensation or reimbursement to Gila County shall also include, but not be limited to, restoration, cleanup, abatement, remedial action, legal fees, and expenses or fines.
- D. Gila County shall not be responsible for loss of, damage, to, or loss of use of, tangible or intangible property of applicant, its officers, employees, members, guests, invitees, vendors, contractors or participants.
- E. At Gila County's sole discretion, Gila County may close any Gila County property or terminate any event due to inclement weather or any other emergency situation.
- F. Loss of privileges or use authorized by this application by Gila County closure, termination, cancellation or suspension is not compensable to applicant, its agents, vendors, contractors, participants, guests or employees.
- G. This application, its terms, requirements and conditions are not transferable.
- H. This application is not exclusive unless otherwise stated in the application. Gila County reserves the right to use or allow others to use any part of Gila County property pertaining to this application.
- I. The applicant's obligations under this application are not contingent upon Gila County to inspect any applicant, vendor, contractor, participant, member or guest's property, equipment, food, beverages, activity or operations.
- J. In a form solely acceptable to Gila County, Gila County may require executed statements of fitness for activity and/or waivers of liability from each applicant officer, member, employee, guest, invitee or participant.

I have read and understand this application, policy and rental agreement:

Applicant Signature:	<i>Jessica Zamudio</i>	Date:	2/3/16
(Do not write below this line)			

County Review:			
Conflict with dates:	Rental Fees:	Security:	Insurance:
	Approved:		Disapproved:
Signature:			
	County Personnel Signature		Date
Signature:			
	Chairman Gila County Board of Supervisors		Date



COLLEGE OF AGRICULTURE
AND LIFE SCIENCES
COOPERATIVE EXTENSION

Gila County Cooperative Extension
5515 S Apache Ave., Suite 600
Globe, Arizona 85501



February 3, 2016

Gila County Public Works
Facilities Management
745 N Rose Mofford Way
Globe, AZ 85501
GCFair@gilacountyaz.gov

Greeting Gila County Public Works Committee:

This is a fee waiver request for all the Gila County 4-H activities. The 4-H Program is a 501(c)(3) nonprofit organization. National 4-H Council is a top-rated, trustworthy 501(c)(3) nonprofit that meets or exceeds rigorous industry standards for fiscal responsibility and organizational health. The federal tax ID number for the National 4-H Council is 36-2862206. The Gila County 4-H Leaders Council tax ID number is 46-57300281.

These events take place on various days throughout the year. Fees are paid by the participants. Funding is limited to pay for facility rental fees. More importantly this is an educational experience that prepares 4-H members in Gila County to become better citizens in the future. University of Arizona, Gila County Cooperative Extension deeply appreciates the availability of this facility and your willingness to allow 4-H member in Gila County to use it.

Thank you for your consideration of this request. If you have any questions, please feel free to contact Jessica Zamudio, at (928) 402-8588.

Sincerely,

Jessica Zamudio, M.S.
University of Arizona
Gila County Cooperative Extension
Assistant Agent, 4-H Youth Development
5515 S Apache Ave., Ste. 600
Globe, AZ 85501-4434
Cell phone- (928) 978-8511
Work phone- (928) 402-8588
jnzamudio1@email.arizona.edu

APPLICATION FOR WAIVER OF GILA COUNTY FAIRGROUNDS USE FEES:

Applicant's name: Gila County 4-H and FFA

Date(s) of proposed event:

Community Club Meetings and Events

- | | | |
|-------------------|--|--|
| • March 9, 2016 | Community Club Meeting 5-9 pm | Exhibit Hall, restroom |
| • March 12, 2016 | Gila County Small Stock Show 7am-9 pm | Exhibit Hall, restroom |
| • March 19, 2016 | Quality Assurance Workshop 1 pm-5 pm | Exhibit Hall, restroom |
| • April 9, 2016 | Skill-A-Thon Contest 7 am-5 pm | Exhibit Hall, Livestock Area, restroom |
| • April 30, 2016 | Quality Assurance Workshop 8-12 pm | Exhibit Hall, restroom |
| • May 7, 2016 | FFA Banquet 8 am- 8:30 pm | Exhibit Hall, restroom |
| • May 8, 2016 | Cleaning up after banquet 8 am-8:30 pm | Exhibit Hall, restroom |
| • May 11, 2016 | Healthy Living Challenge 7 am- 9 pm | Exhibit Hall, Rodeo Arena, restroom |
| • June 18, 2016 | Skill-A-Thon Contest 7am- 5 pm | Exhibit Hall, Livestock Area, restroom |
| • July 13, 2016 | Community Club Meeting 5-9 pm | Exhibit Hall, restroom |
| • July 23, 2016 | Clover Bud Campaign 8-11 pm | Exhibit Hall, Livestock Area, restroom |
| • August 13, 2016 | Demo/Judging/ Public Speaking 7am-4pm | Exhibit Hall, Commercial, Livestock Area |
| • October 8, 2016 | Record book grading 7 am- 5 pm | Exhibit Hall, restroom |
| • Oct. 22, 2016 | 4-H Banquet | Exhibit Hall, restroom |

Livestock and Horse Practices for 4-H and FFA

- | | | |
|--------------------------------------|---------------------------------|-------------------------|
| • Every Friday 1-7 pm | Starting Feb 5- Sep. 9, 2016 | Rodeo and Covered Arena |
| • Every Tuesday & Thursday 1-8 pm | Starting April 5- Sep. 13, 2016 | Livestock Areas |
| • Every day of week 1-8 pm | Starting May 1- Sept. 13, 2016 | Livestock Areas |
| • Every Saturday in July from 3-8 pm | July 2- 30, 2016 | Rodeo and Covered Arena |

*Not all days and nights will be used. I just want to make sure they are listed for insurance purposes in the event a club needs to change a night.

Is applicant an organization? Yes

If "Yes", Name of Contact Person for organization: Jessica Zamudio, 4-H & Lynn Woulever, FFA

Contact Information (address/phone):

Work: (928) 402-8588 Cell: (928) 978-8511

Address: 5515 S Apache Ave., Ste. 600, Globe, AZ 85501

Does the organization have tax exempt status under 26 U.S.C. § 501(c)(3)? Yes

If "Yes", then attach a copy of verification of 501(c)(3) status.

Please see Fee Waiver Attachment

What are the general public purposes promoted by the organization?

This is an educational experience that prepares 4-H and FFA members in Gila County to become better citizens in the future.

What specific activities are proposed at the event?

The specific activities 4-H and FFA will be hosting is club meetings, workshops, livestock judging contest, project practices, livestock show contests and etc. Please see above for specific times and dates.

What are the specific public purposes sought to be promoted by the event?

Prepare members to become better citizens and teaching them to give back to the community.

What is the estimated monetary value of the public service to be generated by the event?

Immeasurable impact on the lives of youth participating and their families. Reduced risk behavior by members saves the county money.

Does the organization plan to sell or serve alcoholic beverages at the event?

No

Jessica Zamudio
Signature of Applicant or Contact Person

3/3/2016
Date

Aynne Over-Tellan
Signature of Applicant or Contact Person

3/4/16
Date



The Positive Development of Youth: Comprehensive Findings from the 4-H Study of Positive Youth Development

The first-of-its-kind research defined and measured positive youth development. The result is a model that is driving new thinking and approaches to youth development around the world.

For more than a decade, preeminent youth development scholars, Drs. Richard M. Lerner and Jacqueline V. Lerner, and the team at the Institute for Applied Research in Youth Development at Tufts University, Medford, MA, partnered with faculty at America's land-grant universities to conduct this groundbreaking research.

The final report, *The Positive Development of Youth: Comprehensive Findings from the 4-H Study of Positive Youth Development*, reviews the multi-year research findings.

RESEARCH SHOWS 4-H YOUTH EXCEL BEYOND THEIR PEERS

The longitudinal study discovered that the structured out-of-school time learning, leadership experiences, and adult mentoring that young people receive through their participation in 4-H plays a vital role in helping them achieve success.

Compared to their peers, the findings show that youth involved in 4-H programs excel in several areas:

Contribution/Civic Engagement

- 4-H'ers are nearly 4 times more likely to make contributions to their communities (Grades 7-12)
- 4-H'ers are about 2 times more likely to be civically active (Grades 8-12)

Academic Achievement

- 4-H young people are nearly 2 times more likely to participate in Science, Engineering and Computer Technology programs during out-of-school time (Grades 10 - 12)
- 4-H girls are 2 times more likely (Grade 10) and nearly 3 times more likely (Grade 12) to take part in science programs compared to girls in other out-of-school time activities. (Data found in Science, Engineering and Computer Technology (SECT) section of report)

Healthy Living

- 4-H'ers are nearly 2 times more likely to make healthier choices (Grade 7)

4-H'ers Excel

- Nearly **4x more** likely to make contributions to their communities
- About **2x more** likely to be civically active
- Nearly **2x more** likely to participate in science programs during out-of-school time
- **2x more** likely (Grade 10) and nearly **3x more** likely (Grade 12) to take part in science programs compared to girls in other out-of-school time activities
- Nearly **2x more** likely to make healthier choices

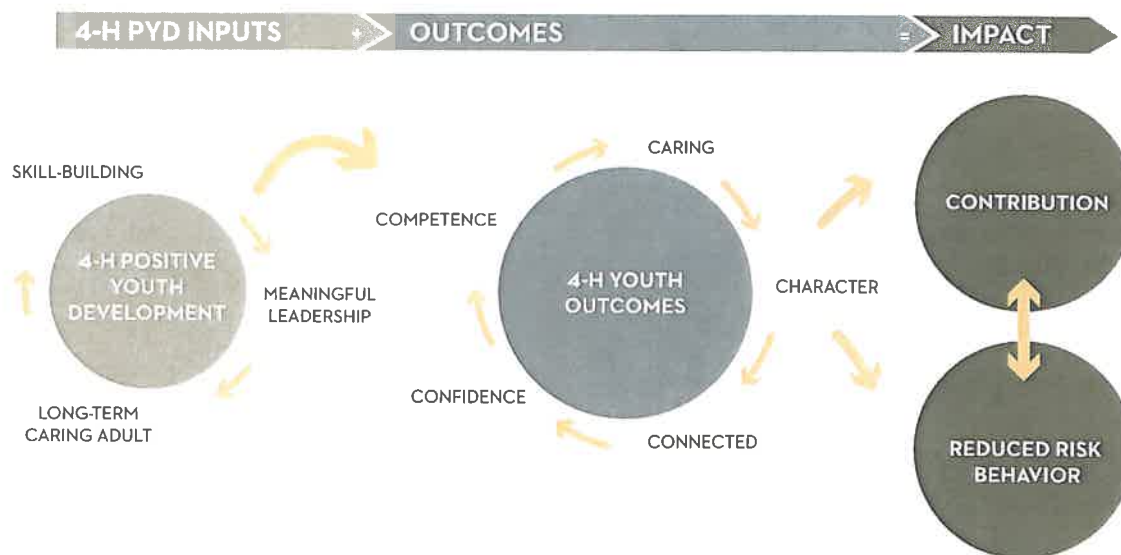
THE POWER OF POSITIVE YOUTH DEVELOPMENT

The research is helping families, schools, communities and youth programs develop strategies to support children and adolescents. Effective youth development programs like 4-H are putting the research to work by focusing on three important areas:

- Positive and sustained relationships between youth and adults
- Activities that build important life skills
- Opportunities for youth to use these skills as participants and leaders in valued community activities

The study assessed the key characteristics of PYD – competence, confidence, character, connection and caring – followed by the impact of valued community programs, including 4-H.

4-H FORMULA FOR SUCCESS



BACKGROUND

The *4-H Study of Positive Youth Development* is a longitudinal study that began in 2002 and was repeated annually for eight years, surveying more than 7,000 adolescents from diverse backgrounds across 42 U.S. states.

The first wave of research began with fifth graders during the 2002-2003 school year and ended with twelfth graders (Wave eight) in 2010. More recently, the Tufts research team examined all eight waves of data and conducted new and more rigorous analyses in order to produce the latest comprehensive report of findings. The new report, while sometimes diverging from earlier results, provides powerful evidence of the impact of 4-H participation throughout Grades 5-12.

"The potential for change is a core strength of all youth – a strength that can be built upon. This strength is cause for optimism for it means we can positively influence the life paths of all children." Lerner et al., 2013



About 4-H

4-H is a community of seven million young people around the world learning leadership, citizenship, and life skills. National 4-H Council is the private sector, non-profit partner of the Cooperative Extension System and 4-H National Headquarters located at the National Institute of Food and Agriculture (NIFA) within the United States Department of Agriculture (USDA). In the United States, 4-H programs are implemented by the 109 land-grant universities and Cooperative Extension through more than 3,000 local offices serving every county and parish in the country. Outside the United States, 4-H programs operate through independent, country-led organizations in more than 50 countries.

Learn more about 4-H at www.4-H.org, find us on Facebook at www.facebook.com/4-H and Twitter at <https://twitter.com/4H>.

National 4-H Council
7100 Connecticut Ave
Chevy Chase, MD 20815
Telephone 301-961-2800

December 2013

Certificate of Insurance

This is to certify that the State of Arizona and
University of Arizona
PO Box 210300, 200 W. Sixth Street
Tucson, AZ 85721-0300

This certifies that the State of Arizona maintains for all its departments, agencies, boards, commissions and employees, insurance and self-insurance of the types and amounts specified below in accordance with Arizona Revised Statutes §41-621 and §41-622.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. It neither affirmatively nor negatively amends, extends, nor alters the coverage afforded by Arizona Revised Statutes.

This certificate is issued by: Arizona Department of Administration, Risk Management Section, 100 North 15th Avenue, Phoenix, Arizona 85007 (602) 542-2182.

are covered parties for the following coverages:

Coverage	Effective Date	Expiration Date	Limits of Coverage
Commercial General Liability Including: 1 Premises/Operations Liability 2 Products and Completed Operations 3 Blanket Contractual 4 Personal Injury 5 Broad Form Property Damage 6	3/2/2014	3/2/2017	Bodily Injury and Property Damage Combined Single Limit \$1,000,000
Commercial Auto Liability Including: 1 Owned Vehicles 2 Non-owned Vehicles 3 Hired Vehicles			Bodily Injury and Property Damage Combined Single Limit
Workers' Compensation			Statutory
Professional Liability			
All Risk Real Property: Replacement Cost			
All Risk Personal Property: Actual Cash Value			
Other:			

Description of Event/Property/Contract:

4-H Events and Club Meetings at Gila County Fairgrounds

Location:

1400 E. Ash Street
 Globe, AZ 85501-

Special Provisions:

Certificate Holder:

Attn: **Insurance Representative**
 Gila County
 Administration Department
 1400 East Ash Street
 Globe, AZ 85501-

This certificate supersedes any previously issued certificates.

Date: 2/21/2014

Kurt Willan

Kurt Willan

Insurance Analyst

APPLICATION AND AGREEMENT TO RENT GILA COUNTY FAIRGROUNDS' FACILITIES

Name of Applicant or Organization:	Globe FFA Alumni		
Address of Applicant or Organization:	460 N Willow St		
Function to be Held	FFA Banquet (potluck & awards)		
Contact Person for Event:	Lynn Woolever-Tellen		
Telephone No.:	480-415-7592		
Date(s) Requested:	5/7/16	thru	5/8/16
Time of Event:	8am (5/7)	to	2pm (5/8)
Estimate How Many People Will Attend Event:	175		
Liquor License No. and Sold by (Name):	N/A		
Will this event be public or private?	<input checked="" type="checkbox"/> Public	<input type="checkbox"/> Private	Served only?
If public, would you like this event listed on the Gila County Fairgrounds webpage?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Information to be posted on webpage:	Is there an entrance fee? (awards)	Yes	No
Adults: \$ 5	Children: \$ 5	Seniors: \$ 5	

Which facility will be rented? Please check appropriate box, fill in # of days or hours and enter Total Fee(s) *Charge*



EXHIBIT HALL The building is 60' x 120' (7200 sq ft) including restrooms. Capacity is 480 people.

BUILDINGS

First Day of Event - \$350.00

Each Additional Day of Event - \$250.00

(A \$50.00 cleaning fee is non-refundable) Cleaning Fee \$150.00

Key Deposit - \$25.00

Commercial Building Capacity is 320 people.

First Day of Event - \$200.00

Each additional Day - \$100.00

Total Fee

350

250

150

25

OUTDOOR FACILITIES PLUS OTHER VARIOUS DATES SEE WAIVER LETTER

ATV Grounds \$75.00 per day; \$300.00 per week (5 days)

Rodeo Arena First Day of Event - \$1,200.00 - set up charges

\$150.00 for each additional day

\$25.00 per hour for lights

Grandstand Area First Day of Event - \$500.00

\$150.00 each additional day

Livestock Shed A (60 x 120)

\$150.00 per day

Livestock Shed B (80 x 120)

\$150.00 per day

Livestock Shed C (30 x 120)

\$150.00 per day

Horse Stalls

\$10.00 each per day

Car Track and/or Motor Cross

\$150.00 per day

Other Areas at Fairgrounds

\$150.00 per day


TOTAL FEES DUE: \$775

17. Rules and regulations and rates are subject to change without notice. The rules, regulations and rates in effect on the date the approval is given by Gila County will be adhered to by both parties.

18. OTHER GENERAL REQUIREMENTS:

- A. Any use of Gila County property in violation of any law or ordinance of the Gila County, State of Arizona or United States or, at Gila County's sole discretion, that is not in Gila County's best interest, may, at Gila County's sole discretion, constitute a material breach of this application and be grounds for it immediate termination, cancellation or suspension. Any person whose acts, behavior or conduct is disorderly or disruptive may be refused entrance to, or be ejected from Gila County's property. The applicant shall defend, indemnify and hold harmless the Indemnitor from such refusal or ejection to the fullest extent and scope of the indemnity and insurance requirements in this application.
- B. This application is for Gila County property and shall not be construed as an authorization for use of adjacent private or public property.
- C. Applicant shall promptly compensate or reimburse Gila County for all damages to, or loss of use of, Gila County's property. Compensation or reimbursement to Gila County shall also include, but not be limited to, restoration, cleaning, abatement, remedial action, legal fees, and expenses or fines.
- D. Gila County shall not be responsible for loss of, damage to, or loss of use of, tangible or intangible property of applicant, its officers, employees, members, guests, invitees, vendors, contractors or participants.
- E. At Gila County's sole discretion, Gila County may close any Gila County property or terminate any event due to inclement weather or any other emergency situation.
- F. Loss of privileges or use authorized by this application by Gila County closure, termination, cancellation or suspension is not compensable to applicant, its agents, vendors, contractors, participants, guests or employees.
- G. This application, its terms, requirements and conditions are not transferable.
- H. This application is not exclusive unless otherwise stated in the application. Gila County reserves the right to use or allow others to use any part of Gila County property pertaining to this application.
- I. The applicant's obligations under this application are not contingent upon Gila County to inspect any applicant, vendor, contractor, participant, member or guest's property, equipment, food, beverages, activity or operations.
- J. In a form solely acceptable to Gila County, Gila County may require executed statements of fitness for activity and/or waivers of liability from each applicant officer, member, employee, guest, invitee or participant.

I have read and understand this application, policies and related documents.

Applicant Signature:					Date:	3/7/16
Do not write below this line!						
Applicant Name:	Event Fee:	Security:	Insurance:			
Signature:	Approved:		Disapproved:			
Signature:	County Personnel Signature:			Date:		
	Gila County Board of Supervisors:			Date:		

APPLICATION FOR SECURITY AT THE GILA COUNTY FAIRGROUNDS FACILITY

Name of Individual or Organization:	Globe FFA Alumni		
Address of Individual or Organization:	460 N Willow St		
Function to be Held:	FFA Banquet (potluck followed by award Cerem)		
Contact Person for Event:	Lynn Wasielev-Tellebr		
Telephone Number:	480 415-7542		
Dates Requested:	5/7/16 - 5/8/16		
Time of Event:	Start: 8am (5/7)	End:	2pm (5/8)
Estimate How Many People Will Attend Event:	175		
Will Alcohol Be on the Premises:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	
Where Will Event Be Held:	Exhibit Hall <input checked="" type="checkbox"/>	Commercial Bldg <input type="checkbox"/>	
	Rodeo Arena <input type="checkbox"/>	Grandstands <input type="checkbox"/>	
	Other Area: _____		
How Many AZ Post Certified Officers Needed:	1		
How Many Sheriff's Office Reserves Needed:	2		

I verify that the information I have provided is accurate and complete. I understand that it is my responsibility to notify Gila County Facilities Management at (928-402-4363) and the Sheriff's Office at (928-403-1091) of any cancellations or changes in this application.

Applicant Signature

Lynn Wasielev-Tellebr

Date: 3/7/16

Security Will Be Provided for the Above Event and Date	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Name of Officers Who Will Provide Security:		
Name of Reserves Who Will Provide Security:		

I verify that the above Officers and Reserves have been scheduled to be present as security for the event and event date listed above.

Sheriff's Office Representative

Date



GLOBE FFA

460 N Willow St., Globe, AZ 85501

March 7, 2016

Gila County Public Works
Facilities Management
745 N Rose Mofford Way
Globe, AZ 85501
GCFair@gilacountvaz.gov

Greeting Gila County Public Works Committee:

This is a fee waiver request for all the Globe FFA activities. The Globe FFA program is a 501(c)(3) nonprofit organization. The National FFA Organization promotes premier leadership, personal growth, and career success. The federal tax ID number for the Arizona FFA Association is 23-7124258.

These events take place on various days throughout the year. Funding is limited to pay for facility rental fees. More importantly, the Globe FFA is an educational program that prepares its members for successful careers and a lifetime of informed choices in the food and natural resource systems. The Globe FFA participates in many community events including Globe Clean and Beautiful, STEM Fest, AZ Farm Bureau Ag Literacy, and Partners in Active Learning Support. The Globe FFA and Alumni appreciates the availability of this facility and your willingness to allow the Globe FFA members and Alumni to use it.

Thank you for your consideration of this request. If you have any questions, please feel free to contact Lynn Woolever-Telleen at 480-415-7592.

Sincerely,

Lynn Woolever-Telleen
Globe Unified School District
Agriculture Education Instructor & FFA Advisor
460 N Willow St
Globe, AZ 85501
Cell phone: 480-415-7592
Work phone: 928-402-8014
Lynn.woolever@globeschools.org



Arizona Association FFA

1535 W. Jefferson, Bldg 42, Phoenix, AZ 85007-3209

602-542-5564 Office 877-793-3229 FAX

www.azffa.org

Premier Leadership • Personal Growth • Career Success

January 16, 2014

Memorandum

To: Lynn Woolver-Telleen, Globe FFA Alumni
From: Tyler Grandt, State FFA Executive Director
Subject: Use of the FFA Alumni 501c3 tax id by local affiliates

Please let this letter serve as the official notification and permission for the Globe FFA Alumni to use the 501c3 tax id for purposes of operations and collection of donations. For your records, the number is 23-7124258. The group exemption number is 0776.

The National FFA (and its state associations, local chapters and alumni affiliates) is recognized by the Internal Revenue Service (IRS) as a 501c3 organization. As a part of the group exemption, we're required to annually update the list of active chapters and alumni affiliates who are covered under the exemption. For you to remain eligible to use this tax id, your affiliate must remain in "active" status. For more information on the requirements of maintaining this status, please contact my office.

Please let me know if I can be of further assistance to you in your endeavors.

Best wishes!

Gila County Attorney's Office

Comments

March 8, 2016

Request for Rental Fee Waiver for 4-H and FFA

The University of Arizona Gila County Cooperative Extension 4-H Program ("4-H") and the Globe FFA program ("FFA") have requested that the Gila County Board of Supervisors ("Board") waive the rental fees of \$31,746.00 and \$775.00, respectively, for use of the Gila County Fairgrounds facilities.

The question presented is whether a fee waiver to this private entity for this private activity would violate the Gift Clause of the Arizona Constitution. Ariz. Const. art. 9, § 7:

Neither the state, nor any county, city, town, municipality, or other subdivision of the state *shall ever give or loan its credit in the aid of, or make any donation or grant, by subsidy or otherwise, to any individual, association, or corporation*, or become a subscriber to, or a shareholder in, any company or corporation, or become a joint owner with any person, company, or corporation, except as to such ownerships as may accrue to the state by operation or provision of law or as authorized by law solely for investment of the monies in the various funds of the state.

(Emphasis added.)

Governmental expenditure does not violate the Gift Clause if: 1) it has a public purpose, and 2) in return for its expenditure, the governmental entity receives consideration that is not so inequitable and unreasonable that it amounts to an abuse of discretion, thus providing a forbidden subsidy to the private entity. *Meyer v. Turken*, 223 Ariz. 342, 224 P.3d 158 (2010).

First the expenditure must be for a public purpose. Cases interpreting public purpose have given it an expansive meaning. *Id.* For example, the court, in *Town of Gila Bend v. Walled Lake Door Co.*, 107 Ariz. 545, 490 P.2d 551 (1971), found public purpose in the construction of a water line serving only one factory. In *Meyer*, the court stated: “we have repeatedly emphasized that the primary determination of whether a specific purpose constitutes a ‘public purpose’ is assigned to the political branches of government, which are directly accountable to the public.” Absence of public purpose is found only in rare cases where the governmental body’s discretion has been unquestionably abused. *Id.*

The purposes of the proposed 4-H and FFA activities are to prepare members to become better citizens and teach them to give back to the community.

Second is the comparison of the consideration to be exchanged. “Consideration” is a performance or return promise that is bargained for in exchange for the promise of the other party; it is what one party to a contract obligates itself to do, or forbear from

doing, in return for the promise of the other contracting party. Courts do not ordinarily examine the proportionality of consideration between parties contracting at arm's length, leaving such issues to the marketplace. However, in Gift Clause analysis, adequacy of consideration is examined because paying far too much for something creates a forbidden subsidy by the public. The potential for a forbidden subsidy is heightened when a public entity enters into a contract without the benefit of competitive proposals. *Id.*

In *Meyer v. Turken*, the court considered the agreement by the City of Phoenix to pay as much as \$97.4 million to a developer to set aside 2,980 parking garage spaces for the non-exclusive use of the general public and 200 spaces for the exclusive use of drivers in commuting programs. The payments by the city were conditioned on the developer constructing the garage spaces and at least 1.02 million square feet of retail space. The court said the comparison of what each party was giving could not include the *indirect* benefits to be given by the developer such as the anticipated sales tax revenue, denser development, decreased pollution, and employment opportunities for city residents. Only the "objective fair market value of what the private party has promised to provide in return for the public entity's payment" could be considered. "[T]he most objective and reliable way to determine whether the private party has received a forbidden subsidy is to compare the public expenditure to what the government receives under the contract. When government payment is grossly disproportionate to what is received in return, the payment violates the Gift Clause." *Id.* The court said the exchange likely violated the Gift Clause.

4-H and FFA are offering to obligate themselves to conduct activities at the county facility in exchange for the county's promise to waive the rental fees involved. 4-H and FFA receive free rent. What does the government receive? Under A.R.S. § 11-251(24), the Board may [a]cquire and hold property for the use of county fairs, and conduct, take care of, and manage them." 4-H and FFA activities which assist the Board in conducting, caring for, and managing a county fair, would directly benefit the Board with a project it has statutory authorized to perform.

Let us examine the consideration going both ways. The objective fair market value of the normal rental fee is \$31,746.00 for 4-H and \$775.00 for FFA. The objective fair market value to the county of the direct benefits of 4-H and FFA in connection with conducting, caring for, and managing a county fair is to be compared to that. (The anticipated *indirect* benefits to the county of the value of the members of 4-H and FFA becoming good citizens cannot be counted in the consideration analysis.)

Therefore, the duty of the board, to avoid violating the Gift Clause, is to make the following determinations:

1. the 4-H and FFA activities proposed to be held at the fairgrounds serve a public purpose, and
2. the objective fair market value of the direct benefits to the county of the 4-H and FFA activities proposed to be held at the fairgrounds is not grossly disproportional to the consideration given by the county, which is \$31,746.00 and \$775.00.

Insurance

Another issue that the board needs to address is the liability insurance.

The application for use of the fairgrounds requires the user to have a liability insurance policy that provides two million dollars in coverage. 4-H has a policy that provides one million dollars in liability coverage.

The board of supervisors would have to reduce the liability insurance coverage requirement from two million dollars to one million dollars in this instance in order for 4-H to use the facility.

FFA has not yet provided insurance verification. When it does, if it is below two million dollars, the Board will have to take the same action in order for FFA to use the facility.

ARF-3647

Consent Agenda Item 3. B.

Regular BOS Meeting

Meeting Date: 03/15/2016

Submitted For: Steve Sanders, Director

Submitted By: Kelly Jones, Administrative Clerk Specialist

Department: Public Works Division: Fairground Facilities

Information

Request/Subject

The Gila County Rodeo Committee is requesting a waiver of fees for use of the Fairgrounds Exhibit Hall for the annual Vendor Appreciation Dinner on April 30, 2016, and the Rodeo Arena for the Annual Copper Dust Stampede Rodeo to be held on May 6-7, 2016.

Background Information

The Gila County Rodeo Committee has submitted a request to waive the fees for the use of the Gila County Fairgrounds facilities for the following events: April 30, 2016 - Exhibit Hall for the Sponsors' Dinner, and May 6-7, 2016- Rodeo Arena for the Copper Dust Stampede Rodeo.

Evaluation

The Copper Dust Stampede Rodeo provides fun for the family and is beneficial to the economy of the community. The Sponsors' Dinner shows appreciation for all those involved in keeping the Gila County Rodeo an ongoing tradition.

Conclusion

In past years, the Board of Supervisors has waived the fees and allowed the Gila County Rodeo Committee to use the Fairgrounds Exhibit Hall and Rodeo Arena for the annual Gila County Rodeo.

There is no conflict with dates; insurance certificates will be provided for events and security will be arranged with Detective Johnny Holmes of the Gila County Sheriff's Office.

Recommendation

Public Works staff recommends that the Board of Supervisors waive the fees and allow the Gila County Rodeo Committee to use the Fairgrounds Exhibit Hall and Rodeo Arena for their annual rodeo event and dinner.

Suggested Motion

Approval of a request submitted by the Gila County Rodeo Committee to waive fees for the use of the Gila County Fairgrounds Rodeo Arena for the Copper Dust Stampede Rodeo on May 6-7, 2016, and the Exhibit Hall on April 30, 2016, for the Sponsors' Dinner.

Attachments

Fairgrounds Use Application
2016 Rodeo Fee Waiver App
County Attorney's Comments

02-26-2016

3647



Welcome to the Gila County Fairgrounds Use Application, Policy and Rental Agreement

For your convenience, this document is in PDF format (free Adobe Reader or equivalent is needed to fill out application on line). Please print application, sign, and mail or hand-deliver original to:

Gila County Public Works
Facilities Management
745 N Rose Mofford Way
Globe, AZ 85501
928-402-4368
GCFair@gilacountyaz.gov

If you have questions regarding the application you may e-mail or call the phone number and email address listed above.

02-26-2016

APPLICATION AND AGREEMENT TO RENT GILA COUNTY FAIRGROUNDS' FACILITIES

Name of Applicant or Organization:	GILA COUNTY RODEO COMMITTEE		
Address of Applicant or Organization:	P.O. Box 1538 Globe, Arizona 85502		
Function to be Held:	2 DAY RODEO AND DINNER ON APRIL 30th		
Contact Person for Event:	Charles Brewer		
Telephone No.:	928-200-1237		
Date(s) Requested:	April 30, 2016	thru	MAY 7th, 2016
Time of Event:	7:00 P.M.	to	12:00 P.M.
Estimate How Many People Will Attend Event:	3,000		
Liquor License No. and Sold by (Name):		Served only?	
Will this event be public or private?	<input checked="" type="checkbox"/> Public	<input type="checkbox"/> Private	
If public, would you like this event listed on the Gila County Fairgrounds webpage?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Information to be posted on webpage:	Is there an entrance fee?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Adults: \$ 10.00	Children: \$ FREE	Seniors: \$ 10.00	

Which facility will be rented? Please check appropriate box, fill in # of days or hours and enter Total Fee(s).

BUILDINGS

<input checked="" type="checkbox"/>	<u>Exhibit Hall</u> : The building is 60' x 120' (7200 sq ft) including kitchen and restrooms. Capacity is 480 people.
-------------------------------------	--

Total Fee:

First Day of Event - \$350.00	APRIL 30th	350.00
Each Additional Day of Event - \$250.00	Days	
(\$50.00 of cleaning fee is non-refundable) Cleaning Fee \$150.00		150.00
Key Deposit - \$25.00		25.00
<input type="checkbox"/> <u>Commercial Building</u> : Capacity is 320 people.		
First Day of Event - \$200.00		
Each additional Day - \$100.00	Days	

OUTDOOR FACILITIES

E.M.T. required for Go-Kart and all High Risk events. Horse Racing Events are required to have ambulance and E.M.T.

<input type="checkbox"/>	ATV Grounds	\$75.00 per day; \$300.00 per week (5 days)	Days	
<input checked="" type="checkbox"/>	Rodeo Arena	First Day of Event - \$1,200.00 + set up charges \$ 150.00 for each additional day \$25.00 per hour for lights	MAY 6th MAY 7th Days Hours	1200.00 150.00
<input type="checkbox"/>	Grandstand Area	First Day of Event - \$500.00 \$150.00 each additional day	Days	
<input type="checkbox"/>	Livestock Shed A (60 x 120)	\$150.00 per day	Days	
<input type="checkbox"/>	Livestock Shed B (80 x 120)	\$150.00 per day	Days	
<input type="checkbox"/>	Livestock Shed C (30 x 120)	\$150.00 per day	Days	
<input type="checkbox"/>	Horse Stall(s)	\$10.00 each per day	EA Days	
<input type="checkbox"/>	Car Track and or Motor Cross	\$150.00 per day	Days	
<input type="checkbox"/>	Other Areas at Fairgrounds	\$150.00 per day	Days	

TOTAL FEE(S) DUE: 1,875.00

POLICIES AND PROCEDURES: Please read carefully.

1. The signature of the applicant or agent for the organization on this application constitutes an offer to Gila County to enter into a rental agreement regarding the premises. A contract will be formed if and when Gila County accepts the application.
2. Gila County requires the event applicant or organization to provide and pay fees for security or traffic control personnel or both through the Sheriff's Office for events where:
 - a. Alcohol is served or sold; or
 - b. Events are offered for public attendance; or
 - c. More than 300 persons are expected to attend a private event.
3. If security or traffic control is required, the number of security or traffic control personnel or both needed for the event will be determined by the Gila County Sheriff's Office. **A minimum of no fewer than two (2) law enforcement officers are required for every 300 persons in attendance. At least one (1) officer must be an Arizona Post Certified Officer and the other may be a Gila County Sheriff Posse Reserve.**
4. The event applicant or organization will be required to sign the Gila County Agreement for Sheriff's Office Employee Services in the event law enforcement officers are required and to pay any required fees for said Services.
5. If alcohol will be sold or served, no beverages containing alcohol are allowed outside of a building properly rented for an event. Law Enforcement Officers have been instructed to enforce this policy.

If alcohol is to be sold, a Special Event Liquor License must be applied for with the Gila County Board of Supervisors, and upon their approval, applied for and obtained from the Arizona Department of Liquor Licenses and Control. The applicant or organization may either hire a Vendor with a Special Event Liquor License or apply for their own with the Arizona Department of Liquor Licenses and Control. If alcohol is to be sold or served, additional liquor legal liability insurance must be obtained as set forth below.
6. All events shall end by 12 midnight. This includes removing all personal property. Gila County is not responsible or liable for any personal property left after the function ends.
7. The refundable portion of the cleaning fee will be forfeited if the building is not cleaned or if there are any damages to the buildings, related equipment or other property belonging to Gila County. The event applicant or organization may also be responsible for charges beyond the amount of the cleaning fee if the cost arising from damages exceeds that amount.
8. Prior to picking up the key from Gila County's Public Works Facilities Department, all fees must be paid, arrangements for security and traffic control secured, and certificates of insurance verified. Gila County's Public Works Facilities Department's hours are 7 a.m. to 4 p.m., Monday through Friday, phone number 928-402-4368. The key must be returned to the facilities department by 4 p.m. the day after the event, or the key deposit will be forfeited.
9. **Insurance is required for all events.** At Gila County's sole discretion; some events, specialty functions, or events serving or selling alcohol will be required to provide additional insurance. A copy of the insurance certificate is required at least 10 days prior to the date of the event and must be sent to Gila County's Public Works Facilities Management Department directly from the insurance provider.

A. INSURANCE REQUIREMENTS: Applicant or organization and any vendors hired by applicant or organization shall procure and maintain until all of their obligations have been discharged, including breakdown and cleanup any warranty periods under this application 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 event hereunder by the applicant or organization, his agents, representatives, employees or vendors hired by the applicant or organization.

The insurance requirements herein are minimum requirements for this application and do not limit the indemnity covenants contained in this application. Gila County does not warrant that the minimum limits contained herein are sufficient to protect the applicant or organization from liabilities that might arise out of the performance of the event under this application by the applicant or organization, his agents, representatives, employees or vendors hired by the applicant or organization and the applicant or organization may purchase additional insurance as may be determined necessary by the applicant or organization.

B. MINIMUM SCOPE AND LIMITS OF INSURANCE: Applicant or organization 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 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: "**Gila County, it's officials and employees and shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Applicant or Organization**".

2). **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

3). **Automobile Liability**

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this event.
Combined Single Limit (CSL) \$1,000,000

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

Gila County, its officials and employees shall be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of the applicant or organization, including automobiles owned, leased, hired or borrowed by the applicant or organization.

4) As solely determined by Gila County, **Liquor Legal Liability Insurance with limits of at least \$1,000,000 per occurrence. Gila County, its officials and employees shall be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of the applicant or organization,**

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

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

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

- 1). On insurance policies where Gila County is named as an additional insured, Gila County its officials and employees shall be an additional insured to the full limits of liability purchased by the applicant or organization even if those limits of liability are in excess of those required by this application.
 - 2). The applicant or organization's insurance coverage shall be primary insurance and any insurance maintained by Gila County shall not contribute to or be excess of the applicant's insurance or applicant's vendors or contractor's insurance.
 - 3). Coverage provided by the applicant or organization shall not be limited to the liability assumed under the indemnification provisions of this application.
 - 4). All of the applicant's insurance or applicant's vendors or contractor's insurance required by Gila County shall include a waiver of subrogation/recovery against Gila County, its officials and employees.
- D. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this application 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 Gila County. Such notice shall be sent directly to **Gila County Public Works Division, 745 N Rose Mofford Way, Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.
- E. **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 A VII. Gila County in does not warrant that the above-required minimum insurer rating is sufficient to protect the applicant or organization from potential insurer insolvency.
- F. **VERIFICATION OF COVERAGE:** Applicant or organization shall furnish Gila County with certificates of insurance (ACORD form or equivalent approved by Gila County) as required by this application. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

1). ***All certificates and endorsements are to be received and approved by Gila County a minimum of 10 days before the event commences.*** Each insurance policy required by this application must be in effect at or prior to commencement of the event for which this application has been submitted and remain in effect for the duration of the event. Failure to maintain the insurance policies as required by this application or to provide evidence of renewal is a material breach of the contract.

7. **INDEMNIFICATION:** Applicant or organization shall indemnify, defend, save and hold harmless Gila County and its officers, officials, agents, employees and volunteers (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 any acts or omissions of applicant or organization or any of its owners, officers, directors, agents, employees vendors that have been hired by applicant or organization. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of the applicant or 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 applicant or organization from and against any and all Claims. It is agreed that applicant or organization will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this application, the applicant or organization agrees to waive all rights of subrogation against the Indemnatee for Claims arising from the event held by the applicant or organization.
8. **CANCELLATION:** This agreement is subject to cancellation pursuant to A.R.S. §38-511.
9. **IMMIGRATION LAW COMPLIANCE WARRANTY:** As required by A.R.S. § 41-4401, each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Each party further warrant 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 event for which the application has been submitted, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the e-verify program. A breach of this warranty shall be deemed a material breach of the Agreement subject to penalties up to and including termination of this Agreement. A party shall not be deemed in material breach if it and its subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the e-verify requirements contained in A.R.S. § 23-214(A). Each party retains the legal right to inspect the papers of the other party and its subcontractors engaged in performance of this Agreement to ensure that the other party and its subcontractors are complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.
10. No tape of any kind, nails, thumb tacks, or pins will be allowed on the walls for decorating.
11. **The event applicant or organization must communicate with Facilities Management at (928) 402-4368 at least ten (10) working days before the event to review facility setup. A drawing of the desired facility setup and the number of tables and chairs must be provided to the Facilities Management department.**
12. The event application may be downloaded from the internet (www.gilacountyaz.gov) and completed on line, print, and mail original to:
- Gila County Public Works
Facilities Management
745 North Rose Mofford Way
Globe, AZ 85501**
13. Events may be scheduled up to two (2) years in advance. The Fairgrounds' Master Calendar is maintained and coordinated by Facilities Management. Call (928) 402-4368 to request the availability of specific dates and times.
14. Gila County reserves the right to unilaterally cancel a reservation for the Fairgrounds' facility due to unforeseen circumstances, such as damages from natural or man-made causes. A full refund will be issued to the reserving party if another suitable Gila County Fairgrounds' facility cannot be substituted. Gila County's liability shall be limited to refunding the event fees charged. Gila County shall not be liable for consequential damages such as, but not limited to, loss revenue, lost profit, loss of clients, loss of product or the applicant's or organization's costs to relocate the event or events to another venue.
16. The Facilities Manager will have the right to review simultaneously scheduled events for appropriateness, compatibility and safety. Alternate event dates will be offered to all requestors if criteria cannot be satisfied.
17. Rental rates for Gila County Fairgrounds' facilities shall be based on the Gila County Fairgrounds' Rate Schedule in effect on the date the approval is given by Gila County.
18. Rules and regulations and rates are subject to change without notice. The rules, regulations and rates in effect on the date the approval is given by Gila County will be adhered to by both parties.

19. OTHER GENERAL REQUIREMENTS:

- A. Any use of Gila County property in violation of any law or ordinance of Gila County, the State of Arizona or United States or, at Gila County's sole discretion, that is not in Gila County's best interest, may constitute a material breach of this application and be grounds for immediate termination, cancellation or suspension. Any person whose acts, behavior or conduct is disorderly or disruptive may be refused entrance to, or be ejected from Gila County's property. The applicant shall defend, indemnify and hold harmless the Indemnitee from such refusal or ejection to the fullest extent and scope of the indemnity and insurance requirements in this application.
- B. This application is for Gila County property and shall not be construed as an authorization for use of adjacent private or public property.
- C. Applicant shall promptly compensate or reimburse Gila County for all damages to, or loss of use of, Gila County property. Compensation or reimbursement to Gila County shall also include, but not be limited to, restoration, cleanup, abatement, remedial action, legal fees, and expenses or fines.
- D. Gila County shall not be responsible for loss of, damage to, or loss of use of, tangible or intangible property of applicant, its officers, employees, members, guests, invitees, vendors, contractors or participants.
- E. At Gila County's sole discretion, Gila County may close any Gila County property or terminate any event due to inclement weather or any other emergency situation.
- F. Loss of privileges or use authorized by this application by Gila County closure, termination, cancellation or suspension is not compensable to applicant, its agents, vendors, contractors, participants, guests or employees.
- G. This application, its terms, requirements and conditions are not transferable.
- H. This application is not exclusive unless otherwise stated in the application. Gila County reserves the right to use or allow others to use any part of Gila County property pertaining to this application.
- I. The applicant's obligations under this application are not contingent upon Gila County to inspect any applicant, vendor, contractor, participant, member or guest's property, equipment, food, beverages, activity or operations.
- J. In a form solely acceptable to Gila County, Gila County may require executed statements of fitness for activity and/or waivers of liability from each applicant officer, member, employee, guest, invitee or participant.

I have read and understand this application, policy and rental agreement:

Applicant Signature:	<i>Chaim O. Brown</i>	Date:	2.26.16
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(Do not write below this line)

County Review:							
Conflict with dates:		Rental Fees:		Security:		Insurance:	
Approved:		Disapproved:					
Signature:	<i>[Signature]</i>						
County Personnel Signature						Date	
Signature:							
Chairman Gila County Board of Supervisors						Date	

02-26-2016

APPLICATION FOR SECURITY AT THE GILA COUNTY FAIRGROUNDS FACILITY

Name of Individual or Organization:	Gila County Rodeo Committee	
Address of Individual or Organization:	P.O. Box 1538 Globe, AZ 85502	
Function to be Held:	RODEO	
Contact Person for Event:	CHARLES BREWSTER	
Telephone Number:	(928) 200-1237	
Date(s) Requested:	MAY 30th (Dinner) April 6th	
Time of Event:	Start: 7:00 P.M.	End: 12:00 P.M.
Estimate How Many People Will Attend Event:	100 - Dinner	3,000 Rodeo
Will Alcohol Be on the Premises:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Where Will Event Be Held:	Exhibit Hall <input type="checkbox"/>	Commercial Bldg. <input type="checkbox"/>
	Rodeo Arena <input checked="" type="checkbox"/>	Grandstands <input type="checkbox"/>
	Other Area: _____	
How Many AZ Post Certified Officers Needed:	2	
How Many Sheriff's Office Reserves Needed:	2	

I verify that the information I have provided is accurate and complete. I understand that it is my responsibility to notify Gila County Facilities Management at (928-402-4368) and the Sheriff's Office at (928-402-1881) of any cancellations or changes in this application.

Applicant Signature: Charles O. BrewsterDate: 2 / 26 / 16

(DO NOT WRITE BELOW THIS LINE)

Security Will Be Provide for the Above Event and Date:	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Name of Officers Who Will Provide Security:		
Name of Reserves Who Will Provide Security:		

I verify that the above Officers and Reserves have been scheduled to be present as security for the event and event date listed above.

Sheriff's Office Representative

Date

02-26-2016

APPLICATION FOR WAIVER OF GILA COUNTY FAIRGROUNDS USE FEES:

Applicant's name: Gila County Rodeo Committee

Date(s) of proposed event: April 30, 2016 (Dinner) - May 6th and 7th (Rodeo)

Is applicant an organization? Yes

If "Yes", Name of Contact Person for organization: Charles Brewer

Contact Information (address/phone): P.O. Box 804 Globe, Arizona 85502 (928) 200-1237

Does the organization have tax exempt status under 26 U.S.C. § 501(c)(3)? Yes 61-1658683

If "Yes", then attach a copy of verification of 501(c)(3) status. On file

What are the general public purposes promoted by the organization? Promote Rodeo in Southern Gila County.

What specific activities are proposed at the event? A Full Professional Rodeo Event

What are the specific public purposes sought to be promoted by the event? Promote Rodeo

What is the estimated monetary value of the public service to be generated by the event? Fifty Thousand Dollars

Does the organization plan to sell or serve alcoholic beverages at the event? Yes

Charles O. Brewer

Signature of Applicant or Contact Person

Feb 26, 2016

Date

Gila County Attorney's Office

Comments

Request for Rental Fee Waiver for Vendor Appreciation Dinner and Rodeo

The Gila County Rodeo Committee ("Committee") has requested that the Gila County Board of Supervisors ("board") waive the rental fees, \$1,850.00, for use of certain Gila County Fairgrounds facilities for its annual vendor appreciation dinner and for its annual Copper Dust Stampede Rodeo. In the application for waiving the fees, the Committee states that the general public purposes promoted by the Committee are: "Promote Rodeo in Southern Gila County;" and the specific public purpose to be advanced by these activities is: "Promote Rodeo." The Committee is a private entity which enjoys tax exempt status.

The question presented is whether a fee waiver to this private entity for these activities would violate the Gift Clause of the Arizona Constitution. Ariz. Const. art. 9, § 7:

Neither the state, nor any county, city, town, municipality, or other subdivision of the state *shall ever give or loan its credit in the aid of, or make any donation or grant, by subsidy or otherwise, to any individual, association, or corporation*, or become a subscriber to, or a shareholder in, any company or corporation, or become a joint owner with any person, company, or corporation, except as to such

ownerships as may accrue to the state by operation or provision of law or as authorized by law solely for investment of the monies in the various funds of the state.

(Emphasis added.)

Governmental expenditure does not violate the Gift Clause if: 1) it has a public purpose, and 2) in return for its expenditure, the governmental entity receives consideration that is not so inequitable and unreasonable that it amounts to an abuse of discretion, thus providing a forbidden subsidy to the private entity. *Meyer v. Turken*, 223 Ariz. 342, 224 P.3d 158 (2010).

First the expenditure must be for a public purpose. Cases interpreting public purpose have given it an expansive meaning. *Id.* For example, the court, in *Town of Gila Bend v. Walled Lake Door Co.*, 107 Ariz. 545, 490 P.2d 551 (1971), found public purpose in the construction of a water line serving only one factory. In *Meyer*, the court stated: “we have repeatedly emphasized that the primary determination of whether a specific purpose constitutes a ‘public purpose’ is assigned to the political branches of government, which are directly accountable to the public.” Absence of public purpose is found only in rare cases where the governmental body’s discretion has been unquestionably abused. *Id.*

The purpose of these activities are to extend appreciation to the applicant’s vendors and to promote rodeo in southern Gila County.

Second is the comparison of the consideration to be exchanged. “Consideration” is a performance or return promise that is bargained for in exchange for the promise of the other party; it is what one party to a contract obligates itself to do, or forbear from doing, in return for the promise of the other contracting party. Courts do not ordinarily examine the proportionality of consideration between parties contracting at arm’s length, leaving such issues to the marketplace. However, in Gift Clause analysis, adequacy of consideration is examined because paying far too much for something creates a forbidden subsidy by the public. The potential for a forbidden subsidy is heightened when a public entity enters into a contract without the benefit of competitive proposals. *Id.*

In *Meyer v. Turken*, the court considered the agreement by the City of Phoenix to pay as much as \$97.4 million to a developer to set aside 2,980 parking garage spaces for the non-exclusive use of the general public and 200 spaces for the exclusive use of drivers in commuting programs. The payments by the city were conditioned on the developer constructing the garage spaces and at least 1.02 million square feet of retail space. The court said the comparison of what each party was giving could not include *indirect* benefits to be given by the developer such as the anticipated sales tax revenue, denser development, decreased pollution, and employment opportunities for city residents. Only the “objective fair market value of what the private party has promised to provide in return for the public entity’s payment” could be considered. “[T]he most objective and reliable way to determine whether the private party has received a forbidden subsidy is to compare the public expenditure to what the government receives under the contract.

When government payment is grossly disproportionate to what is received in return, the payment violates the Gift Clause.” *Id.* The court said the exchange likely violated the Gift Clause.

The Committee is offering to obligate itself to provide a vendor appreciation dinner and a rodeo at the county facility in exchange for the county’s promise to waive the rental fees. The benefit to the Committee is saving the rental fees. No *direct* benefit to the county is mentioned. There are no competitive proposals to the county.

Let us examine the consideration going both ways. The objective fair market value given by the county is the normal rental fees: \$1,850.00. The objective fair market value of what the government receives *directly* in benefits is to be compared to that. The anticipated *indirect* benefits to the county of the value of activities being held at a county facility cannot be counted in the consideration analysis.

Therefore, the duty of the board, to avoid violating the Gift Clause, is to make the following determinations:

1. the Committee’s vendor appreciation dinner and rodeo being held at a county facility serves a public purpose,
2. the objective fair market value of the direct benefits to the county of the activities being held at the county facility are not grossly disproportionate to the consideration given by the county, which is \$1850.00.

Regular BOS Meeting

Meeting Date: 03/15/2016

Submitted For: Steve Sanders, Director

Submitted By: Kelly Jones, Administrative Clerk Specialist

Department: Public Works Division: Fairground Facilities

Information

Request/Subject

The 2016 Junior Class of Globe High School is requesting that the fees for the use of the Exhibit Hall at the Gila County Fairgrounds be waived for the Junior/Senior Prom that is to be held on April 23, 2016.

Background Information

The Globe High School Gym does not have sufficient space to hold the annual Junior/Senior Prom, so the best location for the dance is the Gila County Fairgrounds. The Junior Class has the responsibility for putting on the Junior/Senior Prom which includes coordinating fund-raiser events to pay for the decorations, refreshments, hiring security personnel, etc. for the dance.

Evaluation

The Junior High Class is not a 501(C)(3) organization, although they certainly meet the criteria of not for profit. The funds come entirely from the class fundraisers and any cost of the building rental comes at the expense of other activities that the Class sponsors.

Student sponsored events provide activities for the benefit of the students and the community while also providing real life event planning and production experience for the host class. Schools are not able to pay for building rental for student events. The Globe Unified School District does, however, often waive fees for use of their facilities for community events.

Conclusion

Based on the above listed reasons, the 2016 Junior Class of Globe High School respectfully requests that the fees are waived for the use of the Gila County Fairgrounds Exhibit Hall for the School's 2016 Junior/Senior Prom.

Recommendation

It is recommended that the fees be waived to allow the students to have funds available for other student sponsored events which provide activities for the benefit of the students and the community while also providing real life event planning and production experience for the host class.

Suggested Motion

Approval of a request submitted by the 2016 Junior Class of Globe High School to waive fees for the use of the Gila County Fairgrounds Exhibit Hall for the School's Junior/Senior Prom to be held on April 23, 2016.

Attachments

Prom FG App 2016

Prom Fee Waiver App 2016

Prom Letter 2016

Prom Layout 2016

Prom W9 form 2016

County Attorney Comments



Welcome to the Gila County Fairgrounds Use Application, Policy and Rental Agreement

For your convenience, this document is in PDF format (free Adobe Reader or equivalent is needed to fill out application on line). Please print application, sign, and mail or hand-deliver original to:

Gila County Public Works
Facilities Management
745 N Rose Mofford Way
Globe, AZ 85501

→ 928-402-4368

→ GCFair@gilacountyaz.gov

If you have questions regarding the application you may e-mail or call the phone number and email address listed above.

APPLICATION AND AGREEMENT TO RENT GILA COUNTY FAIRGROUNDS' FACILITIES

Name of Applicant or Organization:		Class of 2017 Globe High School	
Address of Applicant or Organization:		460 N Willow St. Globe, AZ 85501	
Function to be Held:		Globe High School Prom	
Contact Person for Event:		Angela Thomas (sponsor)	
Telephone No.:		928 402-6102	
Date(s) Requested:		April 21, 2016	thru April 23, 2016
Time of Event:		8:00 pm	to 12:00 am
Estimate How Many People Will Attend Event:		250	
Liquor License No. and Sold by (Name):			
Will this event be public or private?		Public	<input checked="" type="checkbox"/> Private
If public, would you like this event listed on the Gila County Fairgrounds webpage?		Yes	No
Information to be posted on webpage:		Is there an entrance fee?	Yes No
Adults: \$	Children: \$	Seniors: \$	

Which facility will be rented? Please check appropriate box, fill in # of days or hours and enter Total Fee(s).

BUILDINGS

<input checked="" type="checkbox"/>	Exhibit Hall: The building is 60' x 120' (7200 sq ft) including kitchen and restrooms. Capacity is 480 people.		Total Fee:
	First Day of Event - \$350.00		350.00
	Each Additional Day of Event - \$250.00	13 Days	250.00
	(\$50.00 of cleaning fee is non-refundable) Cleaning Fee \$150.00		150.00
	Key Deposit - \$25.00		25.00
<input checked="" type="checkbox"/>	Commercial Building: Capacity is 320 people.		
	First Day of Event - \$200.00		200.00
	Each additional Day - \$100.00	13 Days	300.00

OUTDOOR FACILITIES

E.M.T. required for Go-Kart and all High Risk events. Horse Racing Events are required to have ambulance and E.M.T.

<input type="checkbox"/>	ATV Grounds	\$75.00 per day; \$300.00 per week (5 days)		Days	
<input type="checkbox"/>	Rodeo Arena	First Day of Event - \$1,200.00 + set up charges \$ 150.00 for each additional day \$25.00 per hour for lights		Days	
				Hours	
<input type="checkbox"/>	Grandstand Area	First Day of Event - \$500.00 \$150.00 each additional day		Days	
<input type="checkbox"/>	Livestock Shed A (60 x 120)	\$150.00 per day		Days	
<input type="checkbox"/>	Livestock Shed B (80 x 120)	\$150.00 per day		Days	
<input type="checkbox"/>	Livestock Shed C (30 x 120)	\$150.00 per day		Days	
<input type="checkbox"/>	Horse Stall(s)	\$10.00 each per day	EA	Days	
<input type="checkbox"/>	Car Track and or Motor Cross	\$150.00 per day		Days	
<input type="checkbox"/>	Other Areas at Fairgrounds	\$150.00 per day		Days	
TOTAL FEE(S) DUE:					\$1,075.00

POLICIES AND PROCEDURES: Please read carefully.

1. The signature of the applicant or agent for the organization on this application constitutes an offer to Gila County to enter into a rental agreement regarding the premises. A contract will be formed if and when Gila County accepts the application.
2. Gila County requires the event applicant or organization to provide and pay fees for security or traffic control personnel or both through the Sheriff's Office for events where:
 - a. Alcohol is served or sold; or
 - b. Events are offered for public attendance; or
 - c. More than 300 persons are expected to attend a private event.
3. If security or traffic control is required, the number of security or traffic control personnel or both needed for the event will be determined by the Gila County Sheriff's Office. A minimum of no fewer than two (2) law enforcement officers are required for every 300 persons in attendance. At least one (1) officer must be an Arizona Post Certified Officer and the other may be a Gila County Sheriff Posse Reserve.
4. The event applicant or organization will be required to sign the Gila County Agreement for Sheriff's Office Employee Services in the event law enforcement officers are required and to pay any required fees for said Services.
5. If alcohol will be sold or served, **no beverages containing alcohol are allowed outside of a building properly rented for an event.** Law Enforcement Officers have been instructed to enforce this policy.

If alcohol is to be sold, a Special Event Liquor License must be applied for with the Gila County Board of Supervisors, and upon their approval, applied for and obtained from the Arizona Department of Liquor Licenses and Control. The applicant or organization may either hire a Vendor with a Special Event Liquor License or apply for their own with the Arizona Department of Liquor Licenses and Control. If alcohol is to be sold or served, additional liquor legal liability insurance must be obtained as set forth below.
6. All events shall end by 12 midnight. This includes removing all personal property. Gila County is not responsible or liable for any personal property left after the function ends.
7. The refundable portion of the cleaning fee will be forfeited if the building is not cleaned or if there are any damages to the buildings, related equipment or other property belonging to Gila County. The event applicant or organization may also be responsible for charges beyond the amount of the cleaning fee if the cost arising from damages exceeds that amount.
8. Prior to picking up the key from Gila County's Public Works Facilities Department, all fees must be paid, arrangements for security and traffic control secured, and certificates of insurance verified. Gila County's Public Works Facilities Department's hours are 7 a.m. to 4 p.m., Monday through Friday, phone number 928-402-4368. The key must be returned to the facilities department by 4 p.m. the day after the event, or the key deposit will be forfeited.
9. **Insurance is required for all events.** At Gila County's sole discretion; some events, specialty functions, or events serving or selling alcohol will be required to provide additional insurance. A copy of the insurance certificate is required at least 10 days prior to the date of the event and must be sent to Gila County's Public Works Facilities Management Department directly from the insurance provider.

- A. INSURANCE REQUIREMENTS:** Applicant or organization and any vendors hired by applicant or organization shall procure and maintain until all of their obligations have been discharged, including breakdown and cleanup any warranty periods under this application 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 event hereunder by the applicant or organization, his agents, representatives, employees or vendors hired by the applicant or organization.

The insurance requirements herein are minimum requirements for this application and do not limit the indemnity covenants contained in this application. Gila County does not warrant that the minimum limits contained herein are sufficient to protect the applicant or organization from liabilities that might arise out of the performance of the event under this application by the applicant or organization, his agents, representatives, employees or vendors hired by the applicant or organization and the applicant or organization may purchase additional insurance as may be determined necessary by the applicant or organization.

- B. MINIMUM SCOPE AND LIMITS OF INSURANCE:** Applicant or organization 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 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: "Gila County, its officials and employees and shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Applicant or Organization".

2). **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

3). **Automobile Liability**

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this event.
Combined Single Limit (CSL) \$1,000,000

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

Gila County, its officials and employees shall be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of the applicant or organization, including automobiles owned, leased, hired or borrowed by the applicant or organization.

4) As solely determined by Gila County, Liquor Legal Liability Insurance with limits of at least \$1,000,000 per occurrence. Gila County, its officials and employees shall be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of the applicant or organization,

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

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

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

- 1). On insurance policies where Gila County is named as an additional insured, Gila County its officials and employees shall be an additional insured to the full limits of liability purchased by the applicant or organization even if those limits of liability are in excess of those required by this application.
- 2). The applicant or organization's insurance coverage shall be primary insurance and any insurance maintained by Gila County shall not contribute to or be excess of the applicant's insurance or applicant's vendors or contractor's insurance.
- 3). Coverage provided by the applicant or organization shall not be limited to the liability assumed under the indemnification provisions of this application.
- 4). All of the applicant's insurance or applicant's vendors or contractor's insurance required by Gila County shall include a waiver of subrogation/recovery against Gila County, its officials and employees.

D. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this application 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 Gila County. Such notice shall be sent directly to Gila County Public Works Division, 745 N Rose Mofford Way, Globe, AZ, 85501 or and shall be sent by certified mail, return receipt requested.

E. **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 A VII. Gila County in does not warrant that the above-required minimum insurer rating is sufficient to protect the applicant or organization from potential insurer insolvency.

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

1). *All certificates and endorsements are to be received and approved by Gila County a minimum of 10 days before the event commences.* Each insurance policy required by this application must be in effect at or prior to commencement of the event for which this application has been submitted and remain in effect for the duration of the event. Failure to maintain the insurance policies as required by this application or to provide evidence of renewal is a material breach of the contract.

7. **INDEMNIFICATION:** Applicant or organization shall indemnify, defend, save and hold harmless Gila County and its officers, officials, agents, employees and volunteers (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by any acts or omissions of applicant or organization or any of its owners, officers, directors, agents, employees or vendors that have been hired by applicant or organization. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of the applicant or 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 Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by applicant or organization from and against any and all Claims. It is agreed that applicant or organization will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this application, the applicant or organization agrees to waive all rights of subrogation against the Indemnitee for Claims arising from the event held by the applicant or organization.
8. **CANCELLATION:** This agreement is subject to cancellation pursuant to A.R.S. §38-511.
9. **IMMIGRATION LAW COMPLIANCE WARRANTY:** As required by A.R.S. § 41-4401, each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Each party further warrant 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 event for which the application has been submitted, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the e-verify program. A breach of this warranty shall be deemed a material breach of the Agreement subject to penalties up to and including termination of this Agreement. A party shall not be deemed in material breach if it and its subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the e-verify requirements contained in A.R.S. § 23-214(A). Each party retains the legal right to inspect the papers of the other party and its subcontractors engaged in performance of this Agreement to ensure that the other party and its subcontractors are complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.
10. No tape of any kind, nails, thumb tacks, or pins will be allowed on the walls for decorating.
11. **The event applicant or organization must communicate with Facilities Management at (928) 402-4368 at least ten (10) working days before the event to review facility setup. A drawing of the desired facility setup and the number of tables and chairs must be provided to the Facilities Management department.**
12. The event application may be downloaded from the internet (www.gilacountyaz.gov) and completed on line, print, and mail original to:
- Gila County Public Works
Facilities Management
745 North Rose Mofford Way
Globe, AZ 85501**
13. Events may be scheduled up to two (2) years in advance. The Fairgrounds' Master Calendar is maintained and coordinated by Facilities Management. Call (928) 402-4368 to request the availability of specific dates and times.
14. Gila County reserves the right to unilaterally cancel a reservation for the Fairgrounds' facility due to unforeseen circumstances, such as damages from natural or man-made causes. A full refund will be issued to the reserving party if another suitable Gila County Fairgrounds' facility cannot be substituted. Gila County's liability shall be limited to refunding the event fees charged. Gila County shall not be liable for consequential damages such as, but not limited to, loss revenue, lost profit, loss of clients, loss of product or the applicant's or organization's costs to relocate the event or events to another venue.
16. The Facilities Manager will have the right to review simultaneously scheduled events for appropriateness, compatibility and safety. Alternate event dates will be offered to all requestors if criteria cannot be satisfied.
17. Rental rates for Gila County Fairgrounds' facilities shall be based on the Gila County Fairgrounds' Rate Schedule in effect on the date the approval is given by Gila County.
18. Rules and regulations and rates are subject to change without notice. The rules, regulations and rates in effect on the date the approval is given by Gila County will be adhered to by both parties.

19. OTHER GENERAL REQUIREMENTS:

- A. Any use of Gila County property in violation of any law or ordinance of Gila County, the State of Arizona or United States or, at Gila County's sole discretion, that is not in Gila County's best interest, may constitute a material breach of this application and be grounds for immediate termination, cancellation or suspension. Any person whose acts, behavior or conduct is disorderly or disruptive may be refused entrance to, or be ejected from Gila County's property. The applicant shall defend, indemnify and hold harmless the Indemnitee from such refusal or ejection to the fullest extent and scope of the indemnity and insurance requirements in this application.
- B. This application is for Gila County property and shall not be construed as an authorization for use of adjacent private or public property.
- C. Applicant shall promptly compensate or reimburse Gila County for all damages to, or loss of use of, Gila County property. Compensation or reimbursement to Gila County shall also include, but not be limited to, restoration, cleanup, abatement, remedial action, legal fees, and expenses or fines.
- D. Gila County shall not be responsible for loss of, damage, to, or loss of use of, tangible or intangible property of applicant, its officers, employees, members, guests, invitees, vendors, contractors or participants.
- E. At Gila County's sole discretion, Gila County may close any Gila County property or terminate any event due to inclement weather or any other emergency situation.
- F. Loss of privileges or use authorized by this application by Gila County closure, termination, cancellation or suspension is not compensable to applicant, its agents, vendors, contractors, participants, guests or employees.
- G. This application, its terms, requirements and conditions are not transferable.
- H. This application is not exclusive unless otherwise stated in the application. Gila County reserves the right to use or allow others to use any part of Gila County property pertaining to this application.
- I. The applicant's obligations under this application are not contingent upon Gila County to inspect any applicant, vendor, contractor, participant, member or guest's property, equipment, food, beverages, activity or operations.
- J. In a form solely acceptable to Gila County, Gila County may require executed statements of fitness for activity and/or waivers of liability from each applicant officer, member, employee, guest, invitee or participant.

I have read and understand this application, policy and rental agreement:

Applicant Signature:	<i>Angel Thomas</i>	Date:	2/8/16
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(Do not write below this line)

County Review:			
Conflict with dates:		Rental Fees:	
		Security:	
		Insurance:	
		Approved:	
		Disapproved:	
Signature:			
	County Personnel Signature		Date
Signature:			
	Chairman		Date
	Gila County Board of Supervisors		

APPLICATION FOR SECURITY AT THE GILA COUNTY FAIRGROUNDS FACILITY

Name of Individual or Organization:	Class of 2017	
Address of Individual or Organization:		
Function to be Held:	Globe High School Prom	
Contact Person for Event:	Angela Thomas	
Telephone Number:	(928) 402-6102	
Date(s) Requested:	April 23rd, 2016	
Time of Event:	Start: 8:00 pm	End: 12:00 AM
Estimate How Many People Will Attend Event:	250	
Will Alcohol Be on the Premises:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Where Will Event Be Held:	Exhibit Hall <input checked="" type="checkbox"/>	Commercial Bldg <input checked="" type="checkbox"/>
	Rodeo Arena <input type="checkbox"/>	Grandstands <input type="checkbox"/>
	Other Area: _____	
How Many AZ Post Certified Officers Needed:	2	
How Many Sheriff's Office Reserves Needed:	2	

I verify that the information I have provided is accurate and complete. I understand that it is my responsibility to notify Gila County Facilities Management at (928-402-4368) and the Sheriff's Office at (928-402-1881) of any cancellations or changes in this application.

Applicant Signature: Angela Thomas

Date: 2 / 8 / 16

(DO NOT WRITE BELOW THIS LINE)

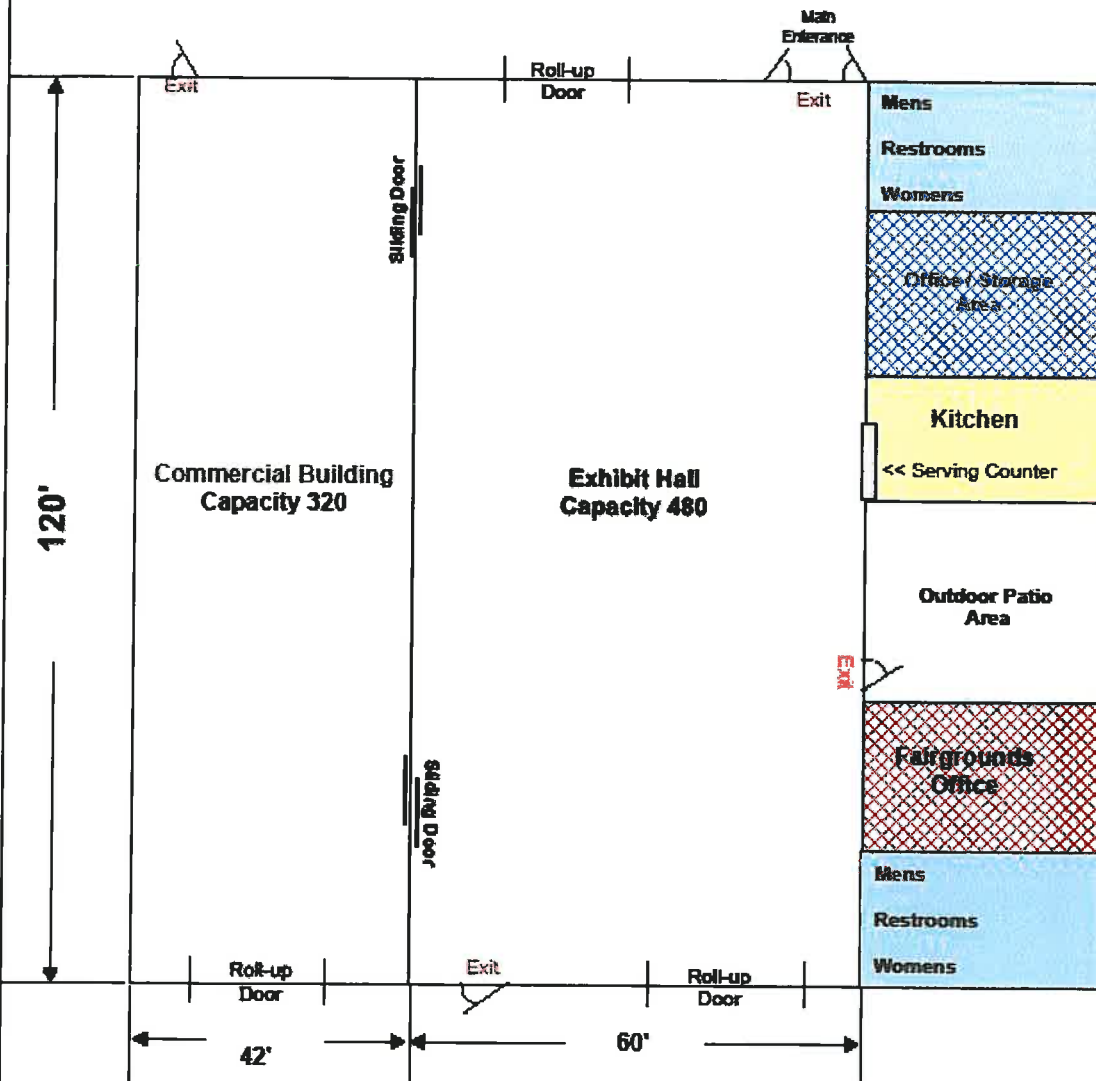
Security Will Be Provide for the Above Event and Date:		YES <input type="checkbox"/>	NO <input type="checkbox"/>
Name of Officers Who Will Provide Security:			
Name of Reserves Who Will Provide Security:			

I verify that the above Officers and Reserves have been scheduled to be present as security for the event and event date listed above.

Sheriff's Office Representative

____/____/____
Date

Fairgrounds-Exhibit Hall Layout



APPLICATION FOR WAIVER OF GILA COUNTY FAIRGROUNDS USE FEES:

Applicant's name: Class of 2017 (Angela Thomas)Date(s) of proposed event: April 21, 2016 - April 24, 2016Is applicant an organization? YesIf "Yes", Name of Contact Person for organization: Angela ThomasContact Information (address/phone): 460 N. Willow St. Globe, Az 85901
(928)-402-6102Does the organization have tax exempt status under 26 U.S.C. § 501(c)(3)? ~~No~~ No, but there's
tax attachment

If "Yes", then attach a copy of verification of 501(c)(3) status.

What are the general public purposes promoted by the organization? Student GovernmentWhat specific activities are proposed at the event? High School danceWhat are the specific public purposes sought to be promoted by the event? Globe High School
Prom

What is the estimated monetary value of the public service to be generated by the event? _____

Estimated \$4,000 FOR GRADUATION EXPENSES FOR 2017Does the organization plan to sell or serve alcoholic beverages at the event? NoAngela Thomas

Signature of Applicant or Contact Person

2/8/2016

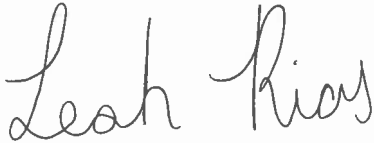
Date

January 29th, 2016

To Whom It May Concern,

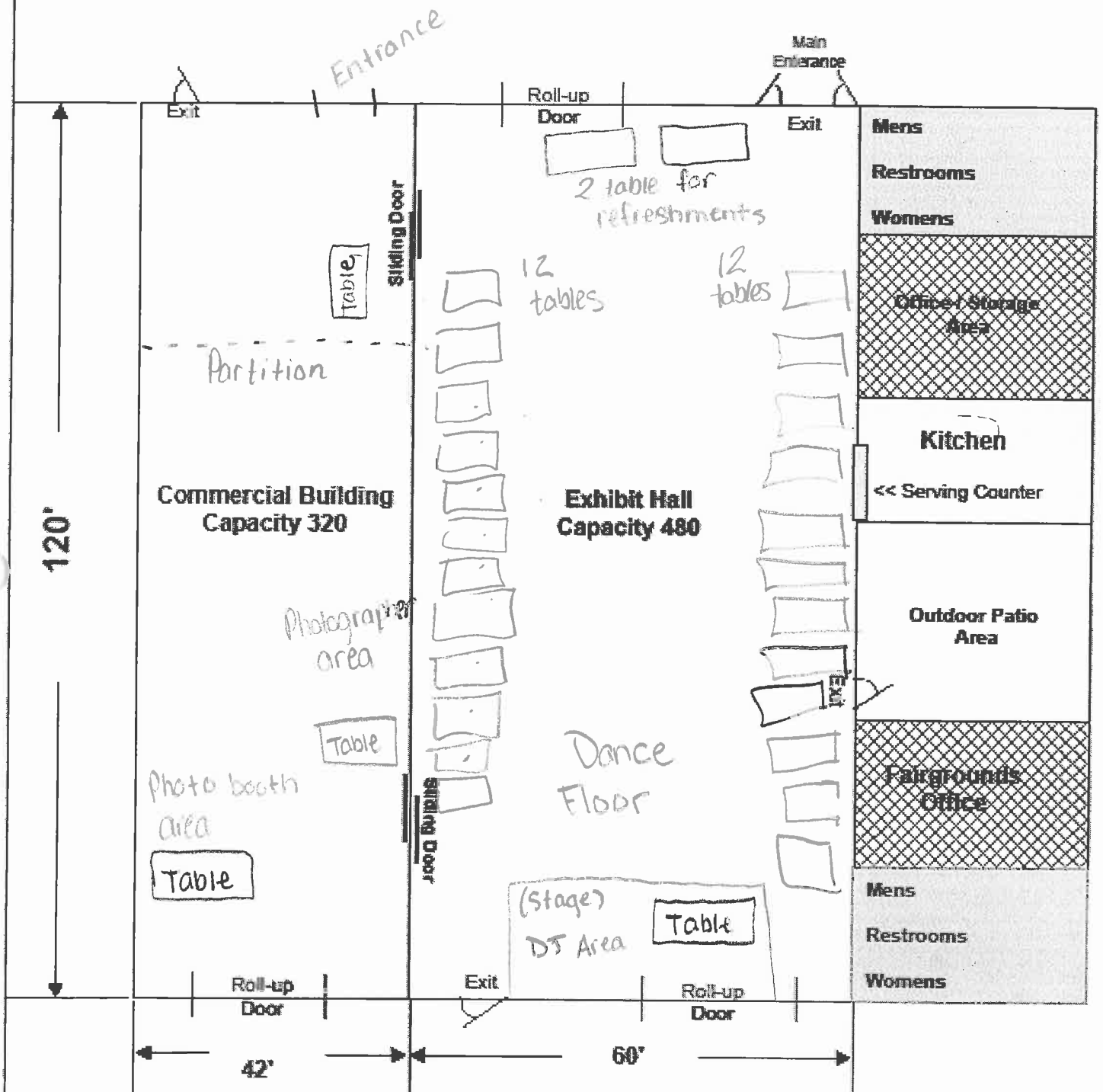
We the Junior class of 2017 are requesting the fees to reserve the fairgrounds to be waived for our Prom which be held on April 23rd, 2016. We'd very much appreciate the fees to be waived due to a tight budget we're on and would like to have the option to have a school function out of the school area. The waived fees would be very much appreciated, thank you. If you have any more questions please contact Leah Rios at Globe High School 928-402-6102

Sincerely,

A handwritten signature in cursive script that reads "Leah Rios". The ink is dark and the signature is fluid.

Leah Rios
Globe High School
Junior Class of 2017 President

Fairgrounds-Exhibit Hall Layout



Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. County of Gila		
	2 Business name/disregarded entity name, if different from above Globe Unified School Dist #1		
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input checked="" type="checkbox"/> Other (see instructions) ▶ Government		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) 460 N. Willow St.		Requester's name and address (optional)
	6 City, state, and ZIP code Globe, AZ 85501		
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-			-		
or								
Employer identification number								
8	6		-	6	0	0	4	7

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶ <i>Carol L. M. Miller</i>	Date ▶ <i>12/28/15</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Gila County Attorney's Office

Comments

March 7, 2016

Request for Rental Fee Waiver for Class Prom

The Globe High School Class of 2017 ("Class") has requested that the Gila County Board of Supervisors ("board") waive the rental fee of \$1,075.00 for use of the Gila County Fairgrounds facilities for a Class Prom. The application for waiving the fee states that the general public purposes promoted by the Class are 'student government;' and the specific public purposes to be promoted by the event are "Globe High School Prom." The Class is a private unincorporated association without formal legal status.

The question presented is whether a fee waiver to this private entity for this private activity would violate the Gift Clause of the Arizona Constitution. Ariz. Const. art. 9, § 7:

Neither the state, nor any county, city, town, municipality, or other subdivision of the state *shall ever give or loan its credit in the aid of, or make any donation or grant, by subsidy or otherwise, to any individual, association, or corporation*, or become a subscriber to, or a shareholder in, any company or corporation, or become a joint owner with any person, company, or corporation, except as to such ownerships as may accrue to the state by

operation or provision of law or as authorized by law solely for investment of the monies in the various funds of the state.

(Emphasis added.)

Governmental expenditure does not violate the Gift Clause if: 1) it has a public purpose, and 2) in return for its expenditure, the governmental entity receives consideration that is not so inequitable and unreasonable that it amounts to an abuse of discretion, thus providing a forbidden subsidy to the private entity. *Meyer v. Turken*, 223 Ariz. 342, 224 P.3d 158 (2010).

First the expenditure must be for a public purpose. Cases interpreting public purpose have given it an expansive meaning. *Id.* For example, the court, in *Town of Gila Bend v. Walled Lake Door Co.*, 107 Ariz. 545, 490 P.2d 551 (1971), found public purpose in the construction of a water line serving only one factory. In *Meyer*, the court stated: “we have repeatedly emphasized that the primary determination of whether a specific purpose constitutes a ‘public purpose’ is assigned to the political branches of government, which are directly accountable to the public.” Absence of public purpose is found only in rare cases where the governmental body’s discretion has been unquestionably abused. *Id.*

The purpose of this activity is to hold a high school prom. The letter from the Class president gives more specific purposes for the requested waiver: 1) the class being on a “tight budget” and 2) the desire to “have a school function out of the school area.”

Second is the comparison of the consideration to be exchanged. “Consideration” is a performance or return promise that is bargained for in exchange for the promise of the other party; it is what one party to a contract obligates itself to do, or forbear from doing, in return for the promise of the other contracting party. Courts do not ordinarily examine the proportionality of consideration between parties contracting at arm’s length, leaving such issues to the marketplace. However, in Gift Clause analysis, adequacy of consideration is examined because paying far too much for something creates a forbidden subsidy by the public. The potential for a forbidden subsidy is heightened when a public entity enters into a contract without the benefit of competitive proposals. *Id.*

In *Meyer v. Turken*, the court considered the agreement by the City of Phoenix to pay as much as \$97.4 million to a developer to set aside 2,980 parking garage spaces for the non-exclusive use of the general public and 200 spaces for the exclusive use of drivers in commuting programs. The payments by the city were conditioned on the developer constructing the garage spaces and at least 1.02 million square feet of retail space. The court said the comparison of what each party was giving could not include *indirect* benefits to be given by the developer such as the anticipated sales tax revenue, denser development, decreased pollution, and employment opportunities for city residents. Only the “objective fair market value of what the private party has promised to provide in return for the public entity’s payment” could be considered. “[T]he most objective and reliable way to determine whether the private party has received a forbidden subsidy is to compare the public expenditure to what the government receives under the contract.

When government payment is grossly disproportionate to what is received in return, the payment violates the Gift Clause.” *Id.* The court said the exchange likely violated the Gift Clause.

The Class is offering to obligate itself to provide a prom at the county facility in exchange for the county’s promise to waive the rental fee. The county is bargaining for the promise by the Class to provide a prom at the county facility. The benefit to the Class is saving the rental fee for use for other Class activities and to be able to hold an activity away from the school. No direct benefit to the county is mentioned. There are no competitive proposals to the county.

Let us examine the consideration going both ways. The objective fair market value of the normal rental fee is \$1,075.00. The objective fair market value to the county of the prom being at a county facility is to be compared to that. The anticipated *indirect* benefits to the county of the value of the prom being held at a county facility cannot be counted in the consideration analysis.

Therefore, the duty of the board, to avoid violating the Gift Clause, is to make the following determinations:

1. the prom being held at a county facility serves a public purpose,
2. the objective fair market value of the direct benefits to the county of the prom being held at the county facility are not grossly disproportionate to the consideration given by the county, which is \$1075.00.

Insurance

Another issue that the board needs to address is the liability insurance.

The application for use of the fairgrounds requires the user to have a liability insurance policy that provides two million dollars in coverage. The Class has a policy that provides one million dollars in liability coverage.

The board of supervisors would have to reduce the liability insurance coverage requirement from two million dollars to one million dollars in this instance in order for the Class to qualify to use the facility.

ARF-3649

Consent Agenda Item 3. D.

Regular BOS Meeting

Meeting Date: 03/15/2016

Submitted For: Steve Sanders, Director

Submitted By: Kelly Jones, Administrative Clerk Specialist

Department: Public Works Division: Fairground Facilities

Information

Request/Subject

Greater Grace Fellowship/Classic Celebrations County Payson Complex Grounds Use Request.

Background Information

Greater Grace Fellowship/Classic Celebrations has used the Payson Courthouse Complex grounds at 714 S. Beeline for the last 18 years for its 2 yearly art and crafts fairs. This year they are requesting to use the grounds for the annual "Memorialfest" on May 28-30, 2016, and "Autumnfest" on October 1-2, 2016. They have in the past and will for these events provide liability insurance coverage. Night security, trash bins, port-a-potties and clean up will be provided as in the past.

Evaluation

These events are beneficial to the community.

Conclusion

These events are beneficial to the community.

Recommendation

Supervisor District 1 Tommie Martin recommends that these events be approved.

Suggested Motion

Approval of a request submitted by the Greater Grace Fellowship/Classic Celebration's non-profit organization to use the Payson Courthouse Complex grounds (parking lot) for a "Memorialfest" craft show on May 28-30, 2016, and "Autumnfest" craft show on October 1-2, 2016.

Attachments

Greater Grace App 2016

Greater Grace Letter 2016

Greater Grace Liability Waiver

Greater Grace Non Profit Proof 2016

Greater Grace Letter 2

County Attorney's Comment

**GILA COUNTY
BUILDING USE APPLICATION FORM**

Please complete all items listed below and submit to the Gila County Administration Department at 1400 E Ash, Globe, Arizona, 85501. A copy will be submitted to Gila County Facilities Management once the application is approved. **Facilities Management MUST be notified 24 hours in advance to unlock doors automatically.** Lines 1 through 9 with Signature must be filled out before application is considered complete.

1. **Name of Organization: GREATER GLOBE FELLOWSHIP INC.
 ** Address: PO BOX 25817 City, Zip YUMA AZ
 ** Phone Number: 928-595-4397
2. **Name of Responsible Person: DEAN W SCHLOSSER, PRES
3. **Building Requested; NONE
4. **Room or Area requested: CT USE PARKING LOT & REST ROOMS
5. **Date(s) wanted to use the above room or area: MAY 28, 29, 30 / 2016 & OCT, 1, 2 / 2016
6. **Do You Need Doors Unlocked? YES Which Doors (give door #) REST ROOMS
7. **Beginning Time: 8 AM Ending Time: 5 PM
8. **Number of People Attending 2000 - 4000
9. **Type of Function (commercial, Political, Fundraiser, etc.): NON PROFIT CORP / CRAFT FAIR
10. Table of Chairs Needed in Addition to what is provided: NONE
11. Fees: NONE TO PUBLIC
 Rent: \$ _____
 Equipment: \$ _____
 Cleaning Deposit: \$ _____
 Other: \$ _____
 TOTAL: \$ _____
 Cleaning deposit to be refunded to: _____
12. Preproof of Insurance Certificate of Liability Insurance ☒ Yes ☐ No
 Additional Information INS CERTIF WILL BE SENT PRIOR TO SHOWS

Applicant Certifies that the above information is correct

1/26/2016
Date

Dean W Schlosser
Signature of Applicant

Permit, if required, will be issued pending approval _____



3649

Greater Grace Fellowship Inc.

~~~~~  
**Providing Non-denominational Christian Ministry and Resources to Churches,  
Growing areas, and Underserved Worldwide Populations**  
~~~~~

**Rev. Dean W Schlosser,
Founder & President**

13603 E 44th St or
PO Box 25817
Yuma, AZ 85367

928-595-4397 cell / business
mail: dean_schlosser@yahoo.com

AT HOME MINISTRIES

"Man Up 4 Jesus"
Men's Fellowship
"Hi Neighbor" Senior Care
Interim Pastoring
Divorce & Grief Recovery
Lay Counselor Training
Prophecy Seminars,
GGF Classic Celebrations

OVERSEAS MINISTRIES

Greater Grace Fellowship
Cagayan deOro City
Mindanao, Philippines

AFFILIATIONS

Member: Christian Helplines Int,
Charter Member / Amer. Assoc
Christian Counselors

OUR MANDATE / MISSION

"Go ye therefore and teach all
nations, baptizing them in the
name of the Father, and of the
Son, and of the Holy Ghost:
Teaching them to observe all
things whatsoever I have
commanded you: and lo I am
with you always, even unto the
end of the world. Amen" (KJV)
Matthew 28: 19- 20

**GGF is a non-profit 501c3
IRS tax deductible ministry**

ggf/2015

January 26th, 2016

Ms Tommie Martin, Supervisor
Attn: Cheryl Sluyter Admin Asst
Gila County Admin / Payson
610 S Highway 260
Payson, AZ 85541

Dear Ms Martin & Supervisors

I again wish to express the ministry's sincere thanks for
your county's willingness to allow us the usage of the
Payson Courthouse grounds for our 2 yearly Art & Craft
Fairs, for our overseas missions in India and Philippines.

Again this year we would like to again like to request our 2
usual fairs, as locals and others have again been calling
about it. This will be our 18th year for this show and 19th
for our fall show. The dates we would like to request are
May 28, 29, 30th 2016, this spring, and October 1st &
2nd for our fall show.

As usual we will again provide liability insurance coverage,
for the dates, making the county additionally insured for the
events, provide nite security, trash bins & pickup, porta
pottys, and end of show cleanup of grounds. Each vendor
signs a release of liability, to be in the event.

If there are further questions to be answered, which you
might have, feel free to call me at 928-595-4397. I am
looking forward to another year in Payson, as I await your
reply.

Respectfully

Dean W Schlosser, President GGF

GILA COUNTY

USE OF FACILITIES

WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

Waiver: In consideration of permission to use the facilities, staff, equipment, and services of Gila County, Greater Grace Fellowship, Inc. **does hereby release, waive, discharge, and covenant not to sue** Gila County and any and all of its supervisors, directors, officers, employees, and agents **from any and all claims including the negligence of the Greater Grace Fellowship/Classic Celebration's non-profit organization, resulting in personal injury, accidents or illnesses (including death), and damage to property arising from, but not limited to, participation in activities, classes, observation, and use of facilities, premises, or equipment at the Gila County Payson Complex grounds for the 18th Annual "MEMORIALFEST Arts and Crafts Bazaar" on May 28, 29, and 30th, 2016, and the 19th Annual "AUTUMNFEST" on October 1st and 2nd, 2016. (Only 2 shows this year)**

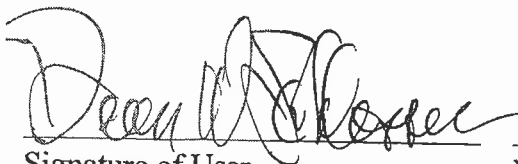
Assumption of Risk: This use of Gila County's property, facilities, staff, equipment, and/or services carries with it certain inherent dangers and risks that cannot be eliminated regardless of the care taken to avoid injuries, accidents or illnesses (including death), and damage to property.

As an authorized agent for Greater Grace Fellowship, Inc., I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in the activities made possible by Gila County at the Payson County Complex grounds. Greater Grace Fellowship, Inc. hereby asserts that its participation is voluntary and that it knowingly assumes all such risks.

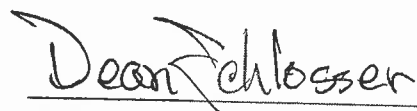
Indemnification and Hold Harmless: Greater Grace Fellowship, Inc. further agrees to **indemnify and hold** Gila County **harmless** from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorneys' fees brought as a result **Greater Grace Fellowship, Inc.'s** use of Gila County's Payson Complex grounds, and to reimburse them for any such expenses incurred.

Severability and Choice of Law: The undersigned as an authorized agent for **Greater Grace Fellowship, Inc.** further expressly agrees that the foregoing agreement is intended to be as broad and inclusive as is permitted by Arizona law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. **Greater Grace Fellowship, Inc.** further agrees that this Release shall be governed for all purposes by Arizona law, without regard to such law on choice of law.

Acknowledgment and Understanding: As an authorized agent for **Greater Grace Fellowship, Inc.**, I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and **understand that Greater Grace Fellowship, Inc. is giving up substantial rights, including its right to sue.** I acknowledge that **Greater Grace Fellowship, Inc.** is agreeing to this agreement freely and voluntarily, and that **Greater Grace Fellowship, Inc. intends for my signature to be a complete and unconditional release of all liability.**

 1/26/16
Signature of User Date

**President and Authorized Agent for
Greater Grace Fellowship, Inc.**


Print Name



P.O. Box 10855 • Tampa, Florida 33679 • (813) 874-5509

January 19, 2016

Board of Directors
Greater Grace Fellowship
P. O. Box 25817
Yuma, AZ 85011

Dear Board of Directors:

This letter is to confirm that Greater Grace Fellowship, Inc. is a private, non-profit, tax exempt, charitable corporation incorporated under the laws of the State of Arizona, as an organization described under Section 501(c)3 of the Internal Revenue Code.

The Board of Greater Grace Fellowship, Inc. made application and received approval to be included in the 2016 Roster of Subordinate Organizations covered under Group Exemption 8576 granted to Christian Helplines, Inc. on April 27, 1988.

Any questions concerning the exemption of Greater Grace Fellowship, Inc. from federal income tax as an organization of the type described in Section 501(c)3 of the Internal Revenue Code may be directed to Christian Helplines, Inc., P. O. Box 10855, Tampa, Florida 33679. Telephone: (813) 874-5509.

Sincerely,

A handwritten signature in cursive script, appearing to read "Anne L. Hunt".

Anne L. Hunt
President



Greater Grace Fellowship Inc.

*Providing Non-denominational Christian Ministry and Resources to Churches,
Growing areas, and Underserved Worldwide Populations*

**Rev. Dean W Schlosser,
Founder & President**

13603 E 44th St or
PO Box 25817
Yuma, AZ 85367
928-595-4397 cell / business
mail: dean_schlosser@yahoo.com

March 3, 2016 (follow up)

**Kelly Jones, Admin Clerk Spec.
Gila County Public Works
Bldg & Land Mgmt
745 N Rose Mofford Way
Globe AZ 85501**

AT HOME MINISTRIES

"Man Up 4 Jesus"
Men's Fellowship
"Hi Neighbor" Senior Care
Interim Pastoring
Divorce & Grief Recovery
Lay Counselor Training
Prophecy Seminars,
GGF Classic Celebrations

OVERSEAS MINISTRIES

Greater Grace Fellowship
Cagayan deOro City
Mindanao, Philippines

AFFILIATIONS

Member: Christian Helplines Int,
Charter Member / Amer. Assoc
Christian Counselors

OUR MANDATE / MISSION

"Go ye therefore and teach all
nations, baptizing them in the
name of the Father, and of the
Son, and of the Holy Ghost:
Teaching them to observe all
things whatsoever I have
commanded you: and lo I am
with you always, even unto the
end of the world. Amen" (KJV)
Matthew 28: 19- 20

**GGF is a non-profit 501c3
IRS tax deductible ministry**

Dear Kelly...

I want to thank you for the expeditious call this morning, so I could clarify what Greater Grace Fellowship, Inc does. I was in a hurry getting the letter out and I revised it leaving some info out. Please forgive my neglect.

I want to first of all thank Gila County, and Payson in general, where I lived for 10 years, and ran for town council. Its my favorite Arizona community.

For 19 years I have been given the use of the courthouse parking lot for the raising of funds for my Greater Grace Fellowship ministry. I'm grateful, and my Payson friends are also.

These fairs, 2 each year, help the town of Payson and surrounding Gila County community, with sales tax dollars fuel, motels, food businesses, bringing additional revenue dollars to the areas economy. It helps our ministry as well, helping youth in the Philippines, and Home in India for castaway children

This year I would like to request 2 weekends as i have before, (Memorialfest) May 28, 29, 30, 2016, and in the fall (Autumnfest) October 1st, & 2nd 2016, both as FREE, community events for the public to attend.

I will provide liability coverage making Gils County additionally Insured, nite security, trash bins and porta pottys, Each vendor must sign a release of indemnityagreement on application, if they wish to participate. If you have further questions I can be reached at 928-595-4397, or dean_schlosser@yahoo.com.

I await your reply

**Dean W Schlosser, President, GGF
PO Box 25817 / Yuma, AZ 85367**

Gila County Attorney's Office

Comments

March 8, 2016

Request for Permission to use Payson Courthouse Complex Grounds

Greater Grace Fellowship, Inc. ("Fellowship") has requested that the Gila County Board of Supervisors ("Board") grant the use, at no charge, of the Payson Courthouse Complex Grounds and rest rooms ("Grounds") for fundraisers. The Fellowship's purpose is to raise money for its foreign ministry.

The question presented is whether a fee waiver to this private entity for these fundraisers would violate the Gift Clause of the Arizona Constitution. Ariz. Const. art. 9, § 7:

Neither the state, nor any county, city, town, municipality, or other subdivision of the state *shall ever give or loan its credit in the aid of, or make any donation or grant, by subsidy or otherwise, to any individual, association, or corporation*, or become a subscriber to, or a shareholder in, any company or corporation, or become a joint owner with any person, company, or corporation, except as to such ownerships as may accrue to the state by operation or provision of law or as authorized by law solely for investment of the monies in the various funds of the state.

(Emphasis added.)

Governmental expenditure does not violate the Gift Clause if: 1) it has a public purpose, and 2) in return for its expenditure, the governmental entity receives consideration that is not so inequitable and unreasonable that it amounts to an abuse of discretion, thus providing a forbidden subsidy to the private entity. *Meyer v. Turken*, 223 Ariz. 342, 224 P.2d 158 (1950).

First the expenditure must be for a public purpose. Cases interpreting public purpose have given it an expansive meaning. *Id.* For example, in *Town of Gila Bend v. Walled Lake Door Co.*, 107 Ariz. 545, 490 P.2d 551 (1971), the court found public purpose in constructing a water line serving only one factory, and in *Humphrey v. City of Phoenix*, 55 Ariz. 374, 102 P.2d 82 (1940), the court rejected a challenge to expenditures for slum clearance stating:

[i]f it borne in mind that slum clearance projects are means adopted by society for self-protection against crime and disease, and that money spent to prevent or eradicate these enemies is for the public good and general welfare, even though the effect is felt by a given class more than by the community at large, it will be realized the sums spent are not a gift or loan to anyone but an expenditure in the interests of the general public.

In *Meyer v. Turken*, the court stated: “we have repeatedly emphasized that the primary determination of whether a specific purpose constitutes a ‘public purpose’ is assigned to the political branches of government, which are directly accountable to the public.” Absence of public purpose is found only in rare cases where the governmental body’s discretion has been unquestionably abused. *Id.*

In this case, the Fellowship’s letters provide that the purpose of these fundraisers is: “for our overseas missions in India and Philippines,” and “helping youth in the Philippines, and Home in India for castaway children.” Do fundraisers for the welfare of persons not within the county or country constitute a public purpose? There are no Arizona cases answering this question.

The second question is about the comparison of the consideration to be exchanged. “Consideration” is a performance or return promise that is bargained for in exchange for the promise of the other party; it is what one party to a contract obligates itself to do, or forbear from doing, in return for the promise of the other contracting party. Courts do not ordinarily examine the proportionality of consideration between parties contracting at arm’s length, leaving such issues to the marketplace. However, in Gift Clause analysis, adequacy of consideration is examined because paying far too much for something creates a forbidden subsidy by the public. The potential for a forbidden subsidy is heightened when a public entity enters into a contract without the benefit of competitive proposals. *Id.*

In *Meyer v. Turken*, the court considered the agreement by the City of Phoenix to pay as much as \$97.4 million to a developer to set aside 2,980 parking garage spaces for the non-exclusive use of the general public and 200 spaces for the exclusive use of drivers in commuting programs. The payments by the city were conditioned on the developer constructing the garage spaces and at least 1.02 million square feet of retail space. Notably, the court stated that the *indirect* benefits arising from the project were *not* part of the consideration. Indirect benefits such as the anticipated sales tax revenue, denser development, decreased pollution, and employment opportunities for city residents did not count in the consideration analysis. Only the “objective fair market value of what the private party has promised to provide in return for the public entity’s payment” could be considered. “[T]he most objective and reliable way to determine whether the private party has received a forbidden subsidy is to compare the public expenditure to what the government receives under the contract. When government payment is grossly disproportionate to what is received in return, the payment violates the Gift Clause.” *Id.* The court said the exchange in *Meyer v. Turken* likely violated the Gift Clause.

The Fellowship is offering to obligate itself to provide two craft fairs on the Grounds in exchange for the county’s promise to let the Grounds out for no charge. The benefit to the Fellowship is that there is no charge for the use. The Fellowship provides a list of *indirect* benefits to be provided: “help the town of Payson and surrounding Gila County community, with sales tax dollars fuel, motels, food businesses, bringing additional revenue dollars to the areas (sic) economy.” However, no *direct* benefit to the county is mentioned. There are no competitive proposals to the county.

Let us examine the consideration going both ways. The objective fair market value given by the county is the reasonable rental rate for Grounds. The objective fair market value of what the government receives *directly* in benefits is to be compared to that. The anticipated *indirect* benefits to the county of the value of activities being held at the Grounds cannot be counted in the consideration analysis.

Therefore, the duty of the board, to avoid violating the Gift Clause, is to make the following determinations:

1. the Fellowship's craft fairs serve a public purpose,
2. the objective fair market value of the direct benefits to the county of the activities to be held at the Grounds are not grossly disproportionate to the consideration given by the county, which is the reasonable rental value of the Grounds.

ARF-3641

Consent Agenda Item 3. E.

Regular BOS Meeting

Meeting Date: 03/15/2016

Submitted For: Marian Sheppard Submitted By: Laurie Kline, Deputy Clerk

Department: Clerk of the Board of Supervisors

Information

Request/Subject

Lion's Club Special Event Liquor License application for April 16, 2016.

Background Information

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

Evaluation

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

Conclusion

This civic organization properly completed the application. If the Board of Supervisors approves this application and final approval is given by the DLLC, the Lion's Club of Globe, Arizona, will have used 1 day of the allowable 10 days to serve liquor at a special event in 2016.

Recommendation

The Clerk recommends that the Board of Supervisors approve this application to allow the Lion's Club of Globe to serve liquor at a fund raising event.

Suggested Motion

Approval of a Special Event Liquor License application submitted by the Lion's Club of Globe, Arizona, Inc. to serve liquor at a fund raising event on April 16, 2016.

Attachments

Lion's Club Special Event Liquor License Application



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

FOR DLLC USE ONLY

Event Date(s):
Event time start/end:
CSR:
License:

APPLICATION FOR SPECIAL EVENT LICENSE
Fee= \$25.00 per day for 1-10 days (consecutive)
Cash Checks or Money Orders Only

A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. § 44-6852)

IMPORTANT INFORMATION: This document must be fully completed or it will be returned.

The Department of Liquor Licenses and Control must receive this application ten (10) business days prior to the event. If the special event will be held at a location without a permanent liquor license or if the event will be on any portion of a location that is not covered by the existing liquor license, this application must be approved by the local government before submission to the Department of Liquor Licenses and Control (see Section 15).

SECTION 1 Name of Organization: GLOBE LIONS DIST 218

SECTION 2 Non-Profit/IRS Tax Exempt Number: ✓ 86-6052543

SECTION 3 The organization is a: (check one box only)

☐ Charitable ☐ Fraternal (must have regular membership and have been in existence for over five (5) years)

☐ Religious ☒ Civic (Rotary, College Scholarship) ☐ Political Party, Ballot Measure or Campaign Committee

SECTION 4 Will this event be held on a currently licensed premise and within the already approved premises? ☐ Yes ☒ No

Name of Business

License Number

Phone (include Area Code)

SECTION 5 How is this special event going to conduct all dispensing, serving, and selling of spirituous liquors? Please read R-19-318 for explanation (look in special event planning guide) and check one of the following boxes.

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

(If not using retail license, submit a letter of agreement from the agent/owner of the licensed premise to suspend the license during the event. If the special event is only using a portion of premise, agent/owner will need to suspend that portion of the premise.)

SECTION 6 What is the purpose of this event? ☒ On-site consumption ☐ Off-site (auction) ☐ Both

SECTION 7 Location of the Event: GLOBE Fairgrounds

Address of Location:

Street

City

COUNTY

State

Zip

SECTION 8 Will this be stacked with a wine festival/craft distiller festival? ☐ Yes ☒ No

SECTION 9 Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Section 1. (Authorizing signature is required in Section 13.)

1. Applicant: Nearrow Barbara J 08-17-42
Last First Middle Date of Birth

2. Applicant's mailing address: 434 S. Parker St Globe AZ 85501
Street City State Zip

3. Applicant's home/cell phone: (928) 200-6343 Applicant's business phone: () None

4. Applicant's email address: barbbaileynearrow@aol.com

SECTION 13 To be completed only by an Officer, Director or Chairperson of the organization named in Section 1.

I, (Print Full Name) Barbara J Hancock declare that I am the APPLICANT filing this application as listed in Section 9. I have read the application and the contents and all statements are true, correct and complete.

X Barbara Hancock Board Member 2-14-16 (928) 200-6343
Signature Title/ Position Date Phone Number

The foregoing instrument was acknowledged before me this 19 February 2016
Day Month Year

State AZ County of Gila

My Commission Expires on: July 6, 2016 Date

John R Colson
Notary Public
Gila County, Arizona
My Comm. Expires 7-12-18
Signature of Notary Public [Signature]

SECTION 14 This section is to be completed only by the applicant named in Section 9.

I, (Print Full Name) Barbara J Hancock declare that I am the APPLICANT filing this application as listed in Section 9. I have read the application and the contents and all statements are true, correct and complete.

X Barbara Hancock Board Member 2-14-16 (928) 200-6343
Signature Title/ Position Date Phone Number

The foregoing instrument was acknowledged before me this 19 February 2016
Day Month Year

State AZ County of Gila

My Commission Expires on: July 6, 2016 Date

John R Colson
Notary Public
Gila County, Arizona
My Comm. Expires 7-12-18
Signature of Notary Public [Signature]

Please contact the local governing board for additional application requirements and submission deadlines. Additional licensing fees may also be required before approval may be granted. For more information, please contact your local jurisdiction: http://www.azliquor.gov/assets/documents/homepage_docs/spec_event_links.pdf.

SECTION 15 Local Governing Body Approval Section

I, _____ recommend ☐ APPROVAL ☐ DISAPPROVAL
(Government Official) (Title)

On behalf of _____
(City, Town, County) Signature Date Phone

FOR DEPARTMENT OF LIQUOR LICENSES AND CONTROL USE ONLY

☐ APPROVAL ☐ DISAPPROVAL BY: _____ DATE: ____/____/____

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

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

D. THIS SECTION MAY BE ENFORCED IN A PRIVATE CIVIL ACTION AND RELIEF MAY BE AWARDED AGAINST THE STATE. THE COURT MAY AWARD REASONABLE ATTORNEY FEES, DAMAGES AND ALL FEES ASSOCIATED WITH THE LICENSE APPLICATION TO A PARTY THAT PREVAILS IN AN ACTION AGAINST THE STATE FOR A VIOLATION OF THIS SECTION.

E. A STATE EMPLOYEE MAY NOT INTENTIONALLY OR KNOWINGLY VIOLATE THIS SECTION. A VIOLATION OF THIS SECTION IS CAUSE FOR DISCIPLINARY ACTION OR DISMISSAL PURSUANT TO THE AGENCY'S ADOPTED PERSONNEL POLICY.

F. THIS SECTION DOES NOT ABROGATE THE IMMUNITY PROVIDED BY SECTION 12-820.01 OR 12-820.02.

SECTION 10

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

☐ Yes ☒ No (If yes, attach explanation.)

2. How many special event licenses have been issued to this location this year? _____

(The number cannot exceed 12 events per year; exceptions under A.R.S. §4-203.02(D).)

3. Is the organization using the services of a promoter or other person to manage the event? ☐ Yes ☒ No

(If yes, attach a copy of the agreement.)

4. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds. The organization applying must receive 25% of the gross revenues of the special event liquor sales. Attach an additional page if necessary.

Name GLOBE LIONS Percentage: 100%

Address 434 S. Parker St Globe AZ 85501
Street City State Zip

Name _____ Percentage: _____

Address _____
Street City State Zip

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

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

"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT UNLESS THEY ARE IN AUCTION SEALED CONTAINERS OR THE SPECIAL EVENT LICENSE IS STACKED WITH WINE /CRAFT DISTILLERY FESTIVAL LICENSE"

6. What type of security and control measures will you take to prevent violations of liquor laws at this event?

(List type and number of police/security personnel and type of fencing or control barriers, if applicable.)

Globe AZ Number of Police 4 Number of Security Personnel ☐ Fencing ☐ Barriers

Explanation: _____

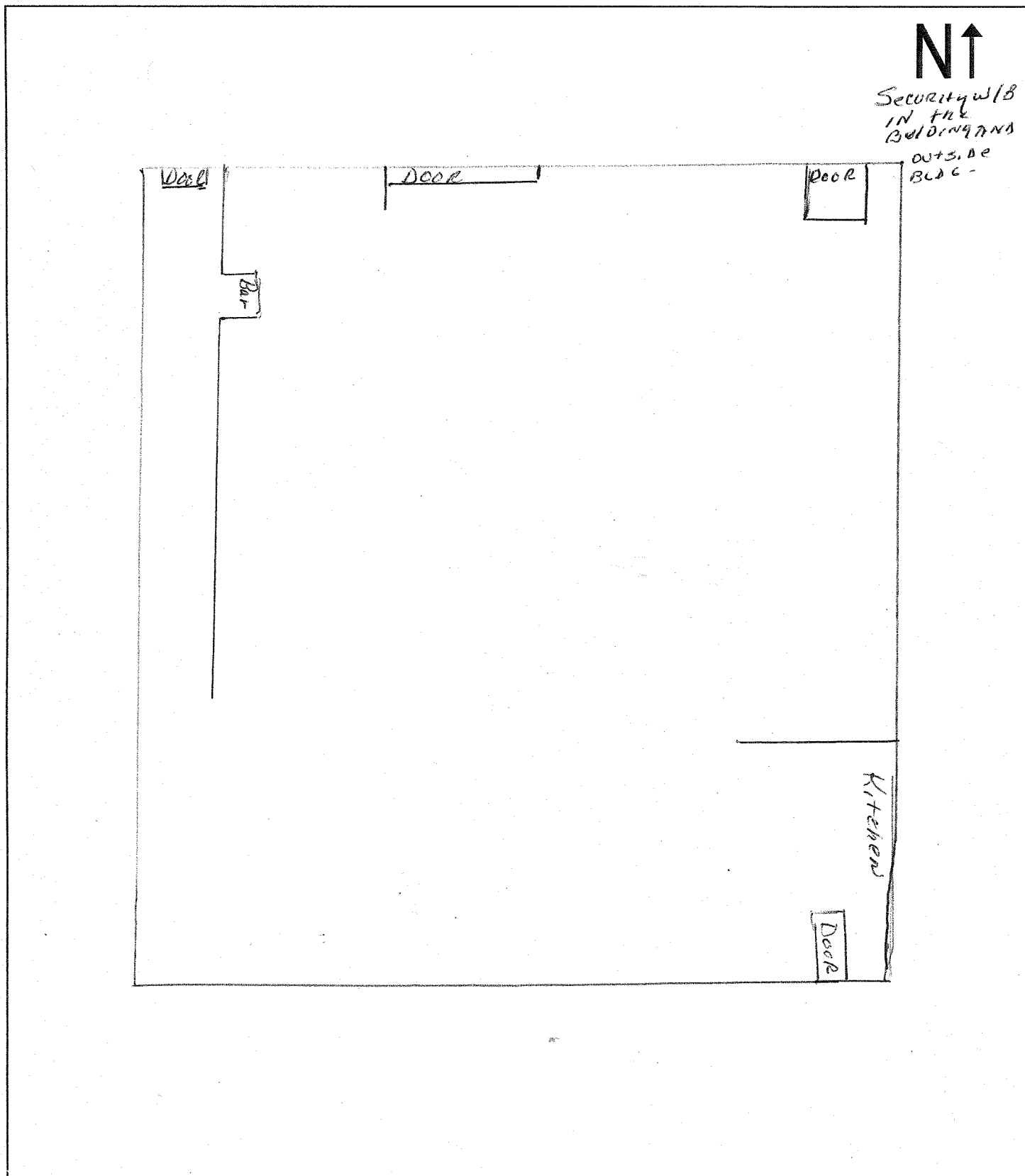
SECTION 11 Dates and Hours of Event. Days must be consecutive but may not exceed 10 consecutive days.

See A.R.S. § 4-244(15) and (17) for legal hours of service.

PLEASE FILL OUT A SEPARATE APPLICATION FOR EACH "NON-CONSECUTIVE" DAY

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	<u>4-16-16</u>	<u>SATURDAY</u>	<u>5:00 PM</u>	<u>11:00 PM</u>
DAY 2:	_____	_____	_____	_____
DAY 3:	_____	_____	_____	_____
DAY 4:	_____	_____	_____	_____
DAY 5:	_____	_____	_____	_____
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____	_____
DAY 8:	_____	_____	_____	_____
DAY 9:	_____	_____	_____	_____
DAY 10:	_____	_____	_____	_____

SECTION 12 License premises diagram. The licensed premises for your special event is the area in which you are authorized to sell, dispense or serve alcoholic beverages under the provisions of your license. The following space is to be used to prepare a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades, or other control measures and security position.



ARF-3656

Consent Agenda Item

3. F.

Regular BOS Meeting

Meeting Date: 03/15/2016

Submitted For: Marian Sheppard, Clerk of the Board

Submitted By: Laurie Kline, Deputy Clerk

Department: Clerk of the Board of Supervisors

Information

Request/Subject

Quit Claim Deed for the Sale of Assessor's Tax Parcel No. 206-22-073.

Background Information

On May 26, 2015, the Board of Supervisors adopted Resolution No. 15-05-05 which outlines the policy and procedures for the sale of land held by the State of Arizona under tax deed. The procedures allow the Clerk of the Board to sell these parcels over the counter for the total lien amount. A separate \$15 fee is required to be paid by the purchaser in order to record the Quit Claim Deed. The procedures also state that a consent agenda action item will be submitted to the Board of Supervisors on a regular meeting agenda to obtain authorization from the Board for the Chairman's signature on the Quit Claim Deed.

Assessor's tax parcel number 206-22-073 was deeded to the State of Arizona in 2015. It did not sell at the Board of Supervisors' annual tax sale/auction; therefore, it was added to the list of properties that could be purchased year-round for the total lien amount. This property is located on 861 W. Merritt Street in Miami, Arizona. It contains a duplex that currently has occupants.

Evaluation

On February 26, 2016, the Deputy Clerk of the Board deposited a check from Joshua Sulwer and Savannah Jewell in the amount of \$3,037.76 with the Gila County Treasurer for the purchase of the subject property. The amount paid was the total lien amount. A separate check in the amount of \$15 was also submitted to record the Quit Claim Deed.

Conclusion

The Board of Supervisors needs to authorize the Chairman's signature on the Quit Claim Deed so that it can be recorded and later mailed to Joshua Sulwer and Savannah Jewell. Once the deed has been finalized and recorded, the property will go back on the County's tax rolls.

Recommendation

The Clerk of the Board recommends that the Board of Supervisors authorize the Chairman's signature on the Quit Claim Deed for the sale of Assessor's tax parcel number 206-22-073 to Joshua Sulwer and Savannah Jewell.

Suggested Motion

Authorization of the Chairman's signature on the Quit Claim Deed for the sale of Assessor's tax parcel number 206-22-073 to Joshua Sulwer and Savannah Jewell.

Attachments

Quit Claim Deed 206-22-073



GILA COUNTY JOINT TENANCY QUIT-CLAIM DEED

THIS QUIT CLAIM DEED, made this 15th day of March 2016, between the State of Arizona, by and through the Gila County Board of Supervisors, Grantor, and Joshua B. Sulwer and Savannah J. Jewell, Joint Tenants with Right of Survivorship, Grantees.

Address of Grantees – P.O. Box 343, Tonto Basin, AZ 85553

RECITALS

WHEREAS, the real property hereinafter described was conveyed to the State of Arizona by Treasurer's Deed for the non-payment of taxes, which taxes had been legally assessed against, and became a lien upon, said property according to law; and

WHEREAS, the Gila County Board of Supervisors, on behalf of the State of Arizona, advertised and offered said property for sale to the highest bidder for cash in accordance with A.R.S. §42-18302 and 42-18303; and

WHEREAS, on the 26th day of February 2016, Grantees did purchase said property for the sum of \$3,037.76;

NOW, THEREFORE, in consideration of the premises, Grantor does hereby quit-claim to Grantees, not as Tenants in Common and not as Community Property, but as Joint Tenants with Right of Survivorship, the following described real property situated in the County of Gila, State of Arizona.

Legal Description: Township: 126 Range: 919 INSPIRATION ADD E 30.75' OF LOT 919 BLK 126

Assessor's Tax Parcel Number 206-22-073

Exempt from Affidavit of Property Value pursuant to A.R.S. §11-1134 (A) (3)

Grantor:

Attest:

Michael A. Pastor, Chairman
Gila County Board of Supervisors

Marian Sheppard, Clerk
Gila County Board of Supervisors

STATE OF ARIZONA)
) SS
COUNTY OF GILA)

ACKNOWLEDGEMENT

Before me, Laurie J. Kline, a Notary Public in and for the County of Gila, State of Arizona, on this 15th day of March 2016, personally appeared Michael A. Pastor, Chairman, Board of Supervisors, Gila County, Arizona, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Notary Public
My Commission Expires:

ARF-3664

Consent Agenda Item

3. G.

Regular BOS Meeting

Meeting Date: 03/15/2016

Submitted By: Marian

Sheppard,
Clerk of the
Board

Department: Clerk of the Board of Supervisors

Information

Request/Subject

Quit Claim Deed for Sale of Assessor's Tax Parcel No. 304-14-004-G

Background Information

On May 26, 2015, the Board of Supervisors adopted Resolution No. 15-05-05 which outlines the policy and procedures for the sale of land held by the State of Arizona under tax deed. The procedures allow the Clerk of the Board to sell these parcels over the counter for the total lien amount. A separate \$15 fee is required to be paid by the purchaser in order to record the Quit Claim Deed. The procedures also state that a consent agenda action item will be submitted to the Board of Supervisors on a regular meeting agenda to obtain authorization from the Board for the Chairman's signature on the Quit Claim Deed.

Assessor's tax parcel number 304-14-004G was deeded to the State of Arizona in 2012. It did not sell at the Board of Supervisors' annual tax sale/auction; therefore, it was added to the list of properties that could be purchased year-round for the total lien amount. The subject property contains an old well site on Forest Service land in Payson that has not been in use. It's located by Main Street and Peach Orchard Road, and across the street from the Payson Golf Course.

Evaluation

On March 7, 2016, the Clerk of the Board deposited a cashier's check from Hannelore R. Inman in the amount of \$438.32 with the Gila County Treasurer for the purchase of the subject property. The amount paid was the total lien amount. A separate check in the amount of \$15 was also submitted to record the Quit Claim Deed.

Conclusion

The Board of Supervisors needs to authorize the Chairman's signature on the Quit Claim Deed for the sale of Assessor's tax parcel number 304-14-004-G so that it can be recorded and later mailed to Ms. Inman. Once the deed has been finalized and recorded, it will go back on the County's tax rolls.

Recommendation

The Clerk of the Board recommends that the Board of Supervisors authorize the Chairman's signature on a Quit Claim Deed to finalize the sale of the subject property to Hannelore R. Inman.

Suggested Motion

Authorization of the Chairman's signature on the Quit Claim Deed for the sale of Assessor's tax parcel number 304-14-004-G to Hannelore R. Inman.

Attachments

Quit Claim Deed 304-14-004-G

When recorded return to:
Marian Sheppard, Clerk
Gila County Board of Supervisors



GILA COUNTY QUIT-CLAIM DEED

THIS QUIT CLAIM DEED, made this day 15th day of March 2016, between the State of Arizona, by and through the Gila County Board of Supervisors, Grantor, and Hannelore R. Inman, a single woman, Grantee.

Address of Grantee: P.O. Box 181333, Coronado, CA 92178

RECITALS

WHEREAS, the real property hereinafter described was conveyed to the State of Arizona by Treasurer's Deed for the non-payment of taxes, which taxes had been legally assessed against, and became a lien upon, said property according to law; and

WHEREAS, the Gila County Board of Supervisors, on behalf of the State of Arizona, advertised and offered said property for sale to the highest bidder for cash in accordance with A.R.S. §42-18302 and 42-18303; and

WHEREAS, on the 7th day of March 2016, Grantee did purchase said property for the sum of \$438.32;

NOW, THEREFORE, in consideration of the premises, Grantor does hereby quit-claim to Grantee, the following described real property situated in the County of Gila, State of Arizona.

Assessor's Tax Parcel Number: 304-14-004-G

Legal Description: WELL SITE PT LOT 3 SEC 8 T10N R10E BEG SW COR LOT 3; TH S 89° 16', E 326.15'; TH N 0° 44', E 20.0' TO POB; TH N 89° 16', W 20.0'; TH N 0° 44', E 22.8'; TH S 89° 16', E 20.0'; TH S 0° 44', W 22.8' TO POB.

Exempt from Affidavit of Property Value pursuant to A.R.S. §11-1134 (A) (3)

Grantor:

Attest:

Michael A. Pastor, Chairman
Gila County Board of Supervisors

Marian Sheppard, Clerk
Gila County Board of Supervisors

ACKNOWLEDGEMENT

Notary Public
My Commission Expires:

ARF-3645

Consent Agenda Item

3. H.

Regular BOS Meeting

Meeting Date: 03/15/2016

Submitted For: Shelley McPherson, HR and Risk Management Director

Submitted By: Shelley McPherson, HR and Risk Management Director

Department: Human Resources

Information

Request/Subject

Approval of changes to Gila County Policy No. BOS-HRS-610 -
Disciplinary Action.

Background Information

Gila County is in the process of updating and converting all of the Rules in the Merit System Rules and Policies to Policies to be placed in the Countywide Policy Manual.

Rule No. 21 was updated and converted to Policy No.
BOS-HRS-610-Disciplinary Actions by the Board on January 5, 2016.

Evaluation

After updating and converting Policy No. BOS-HRS-610-Disciplinary Actions, the Sheriff's Office contacted Human Resources and requested that the wording under IV. Procedures, A. General, 2., regarding the Sheriff's Office be removed. This paragraph is not found under the Sheriff's Office policies and procedures or under Arizona Revised Statutes §38-1101 through §38-1114 for Public Safety Officers. Human Resources agrees the deletion of this paragraph would keep the policies consistent throughout all Gila County departments and elected offices.

Conclusion

This revision is not changing the intent of Policy No. BOS-HRS-610, but will properly reflect the Gila County Sheriff's Office policies and procedures.

Recommendation

Staff recommends that the Board of Supervisors approve revised Gila County Policy No. BOS-HRS-610 - Disciplinary Action by eliminating the wording in IV. A. 2. regarding Sheriff's Office employees being placed on administrative leave when charged with a felony offense.

Suggested Motion

Approval of changes to Gila County Policy No. BOS-HRS-610 - Disciplinary Action regarding disciplinary actions in the Sheriff's Office.

Attachments

BOS -HRS-610 Disciplinary Action 03-15-2016

BOS -HRS-610 Disciplinary Action Correction

Gila County Human Resources	Policy Number: BOS-HRS-610	Page
DISCIPLINARY ACTIONS	Replaces: Rule #21	
	Adopted: 01-05-2016 Revised: 03-15-2016	1 of 6

I. PURPOSE:

The purpose of this policy is to establish a process of progressive discipline. Progressive discipline is designed to provide a structured corrective action process to improve and prevent a recurrence of undesirable employee behavior and performance issues. Such a process ensures that employees are afforded adequate notice and opportunity to correct unacceptable behavior.

II. APPLICABILITY:

This policy applies to all Gila County employees except Elected Officials.

III. POLICY:

Gila County wishes to create and maintain a work environment that promotes efficiency, productivity, and positive reinforcement of actions through work standards met or exceeded. The County advocates the use of progressive discipline as a means toward maintaining a positive work environment. However, the seriousness of an offense may dictate overriding progressive discipline, and serious offenses may lead to administrative suspension or immediate dismissal. When circumstances dictate, a combination of disciplinary actions may be used.

SIGNATURE:

CHAIRMAN, BOARD OF SUPERVISORS

DATE

Gila County Human Resources	Policy Number: BOS-HRS-610	Page
DISCIPLINARY ACTIONS	Replaces: Rule #21	
	Adopted: 01-05-2016 Revised: 03-15-2016	2 of 6

IV. PROCEDURES:

A. General

1. Causes for disciplinary actions include, but are not limited to:
 - a. Fraud in securing appointment;
 - b. Incompetence;
 - c. Neglect of duty;
 - d. Insubordination;
 - e. Sleeping while on duty;
 - f. Disorderly conduct;
 - g. Malicious gossip or false accusations which tend to destroy friendly relations between the County and the public or between employees or in any way hinder County operations;
 - h. Dishonesty;
 - i. Absence without leave;
 - j. Commission or conviction of a felony or misdemeanor involving moral turpitude which would affect the employee's suitability for continued employment;
 - k. Discourteous treatment of the public and/or co-workers;
 - l. Willful disobedience;
 - m. Engaging in prohibited political activity;
 - n. Misuse of government property;
 - o. Possessing, dispensing or being under the influence of a narcotic, barbiturate, marijuana, tranquilizing or hallucinogenic drug, alcohol, or other controlled substances on duty, except in accordance with medical authorization;
 - p. Seeking to obtain financial, sexual or political benefit from another employee with his/her consent induced by wrongful use of force or fear, or under color of official right;
 - q. Discrimination or harassment based upon race, color, religion, sex (including pregnancy), national origin, age (40 or older), disability, genetic information, or Vietnam era or disabled veteran status;
 - r. Revocation, suspension or loss of Arizona driving privileges where having an Arizona Driver's License is a requirement for the position;
 - s. Revocation, suspension or loss of certification issued by a governmental entity where such certification is a requirement for the position;
 - t. Engaging in sexual harassment of an employee;
 - u. Inefficiency;
 - v. Unsatisfactory attendance;
 - w. Mishandling of County funds;

Gila County Human Resources	Policy Number: BOS-HRS-610	Page
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- x. Falsification or unauthorized use of County records;
- y. Unauthorized possession of firearms, weapons or explosives on County property;
- z. Unsafe actions;
- aa. Any other conduct or performance which constitutes cause for disciplinary action.

B. Types of Disciplinary Action

Behavior that is illegal or violent will not be subject to the progressive discipline process and may be reported to local law enforcement agencies. All disciplinary actions must be discussed with Human Resources (HR) prior to implementing the disciplinary action. All disciplinary actions must be documented and the original sent to HR to be placed in the employee's file.

1. Verbal Warning

A verbal warning creates an opportunity to bring attention to existing performance, conduct, or attendance issues with the employee. Expectations and steps that must be taken to improve performance or resolve the issue should be discussed here. Verbal warnings must be documented and sent to HR.

2. Written Reprimand

A written reprimand is a formal notice to an employee that further disciplinary action will be taken unless their behavior or performance improves. A copy of the written reprimand is to be forwarded to the HR Department for placement into the employee's personnel file. A Performance Improvement Plan (PIP) may be applicable to assist the employee in meeting expectations.

3. Suspension

- a. Before an employee with regular status can be suspended, the Appointing Authority shall give the employee written notice of the charges, a summary of the Appointing Authority's basis for the charges, and an opportunity for the employee to present a written response. The employee's response shall be made not later than three working days after the employee receives the notice of the charges, unless extended in writing by the Appointing Authority.
- b. The Appointing Authority may suspend any employee with regular status for cause, but not before attempting to serve the employee personally or by registered or certified mail, return receipt requested (addressee only), with written notice of the specific reasons for suspension in sufficient detail to inform the employee of the facts, with a copy to the Director. The Appointing Authority shall include a

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	Replaces: Rule #21	
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statement of the employee's right to appeal. The action is not effective until one of the following occurs:

- i. The employee signs for receipt of the suspension letter personally served or served by mail; or,
 - ii. Three working days have passed since the letter was mailed to the employee; or,
 - iii. An attempt is made to personally serve the suspension letter, but the employee refuses to sign for the letter. Such attempt to personally serve the letter shall be witnessed.
- c. Except as otherwise provided by statute or policy, suspensions shall not exceed a total of thirty working days during any twelve (12) month period. The twelve (12) month period begins with the first day of the first suspension.

4. Demotion

- a. A regular status employee may be demoted for cause by an Appointing Authority to any regular status position, provided the employee meets the minimum qualifications for such class.
- b. Before an employee with regular status can be demoted, the Appointing Authority shall give the employee written notice of the charges, a summary of the Appointing Authority's basis for the charges, and an opportunity for the employee to present a written response. The employee's response shall be made not later than three working days after the employee receives notice of the charges, unless extended in writing by the Appointing Authority.
- c. The Appointing Authority may demote any employee with regular status only for cause, but not before attempting to serve the employee personally or by registered or certified mail, return receipt requested (addressee only), with written notice of the specific reasons for demotion in sufficient detail to inform the employee of the facts, with a copy to the Director. The Appointing Authority shall include a statement of the employee's right to appeal. The action is not effective until one of the following occurs:
 - i. The employee signs for receipt of the demotion letter personally served or served by mail; or

Gila County Human Resources	Policy Number: BOS-HRS-610	Page
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- ii. Three working days have passed since the letter was mailed to the employee;
or
- iii. An attempt is made to personally serve the demotion letter, but the employee refuses to sign for the letter. Such attempt to personally serve the letter shall be witnessed.
- d. An employee who is demoted shall serve a demotion probationary period under the same rules as an original probation, except that the employee retains the right of appeal should they be dismissed due to failure of the demotion probationary period.

5. Dismissal

Recommendations for dismissal must be approved by the Human Resources Director before the following steps occur:

- a. Before an employee with regular status can be dismissed, the Appointing Authority shall give the employee written notice of the charges, a summary of the Appointing Authority's basis for the charges, and an opportunity for the employee to present a written response. The employee's response shall be made not later than three working days after the employee receives notice of the charges, unless extended in writing by the Appointing Authority.
- b. The Appointing Authority may dismiss any employee with regular status for cause, but not before attempting to serve the employee personally or by registered or certified mail, return receipt requested (addressee only), with written notice of the specific reasons for dismissal in sufficient detail to inform the employee of the facts, with a copy to the Director. The Appointing Authority shall include a statement of the employee's right to appeal. The action is not effective until one of the following occurs:
 - i. The employee signs for receipt of the dismissal letter personally served or served by mail; or
 - ii. Three working days have passed since the letter was mailed to the employee;
or
 - iii. An attempt is made to personally serve the dismissal letter, but the employee refuses to sign for the letter. Such attempt to personally serve the letter shall be witnessed.

Gila County Human Resources	Policy Number: BOS-HRS-610	Page
	Replaces: Rule #21	
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DISCIPLINARY ACTIONS

- c. If an employee is on an approved period of leave with pay, the action will be effective at the end of the approved period of leave with pay, and the dismissal letter shall be served on the employee in accordance with this subsection.
- d. Dismissal During Probation
 - i. An employee on original probation may be dismissed without the right of appeal.
 - ii. An employee on promotional probation may not be dismissed without the right of appeal.
- 6. Administrative Leave

Nothing in this policy shall preclude the Appointing Authority from immediately placing an employee on administrative leave pending implementation of procedures under this section, but no pay shall be withheld for such period.

Gila County Human Resources	Policy Number: BOS-HRS-610	Page
DISCIPLINARY ACTIONS	Replaces: Rule #21	
	Adopted: 01-05-2016 Revised: 10-21-2015	1 of 6

I. PURPOSE:

The purpose of this policy is to establish a process of progressive discipline. Progressive discipline is designed to provide a structured corrective action process to improve and prevent a recurrence of undesirable employee behavior and performance issues. Such a process ensures that employees are afforded adequate notice and opportunity to correct unacceptable behavior.

II. APPLICABILITY:

This policy applies to all Gila County employees except Elected Officials.

III. POLICY:

Gila County wishes to create and maintain a work environment that promotes efficiency, productivity, and positive reinforcement of actions through work standards met or exceeded. The County advocates the use of progressive discipline as a means toward maintaining a positive work environment. However, the seriousness of an offense may dictate overriding progressive discipline, and serious offenses may lead to administrative suspension or immediate dismissal. When circumstances dictate, a combination of disciplinary actions may be used.

SIGNATURE:

CHAIRMAN, BOARD OF SUPERVISORS

DATE

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DISCIPLINARY ACTIONS	Replaces: Rule #21	
	Adopted: 01-05-2016 Revised: 10-21-2015	2 of 6

IV. PROCEDURES:

A. General

1. Causes for disciplinary actions include, but are not limited to:
 - a. Fraud in securing appointment;
 - b. Incompetence;
 - c. Neglect of duty;
 - d. Insubordination;
 - e. Sleeping while on duty;
 - f. Disorderly conduct;
 - g. Malicious gossip or false accusations which tend to destroy friendly relations between the County and the public or between employees or in any way hinder County operations;
 - h. Dishonesty;
 - i. Absence without leave;
 - j. Commission or conviction of a felony or misdemeanor involving moral turpitude which would affect the employee's suitability for continued employment;
 - k. Discourteous treatment of the public and/or co-workers;
 - l. Willful disobedience;
 - m. Engaging in prohibited political activity;
 - n. Misuse of government property;
 - o. Possessing, dispensing or being under the influence of a narcotic, barbiturate, marijuana, tranquilizing or hallucinogenic drug, alcohol, or other controlled substances on duty, except in accordance with medical authorization;
 - p. Seeking to obtain financial, sexual or political benefit from another employee with his/her consent induced by wrongful use of force or fear, or under color of official right;
 - q. Discrimination or harassment based upon race, color, religion, sex (including pregnancy), national origin, age (40 or older), disability, genetic information, or Vietnam era or disabled veteran status;
 - r. Revocation, suspension or loss of Arizona driving privileges where having an Arizona Driver's License is a requirement for the position;
 - s. Revocation, suspension or loss of certification issued by a governmental entity where such certification is a requirement for the position;
 - t. Engaging in sexual harassment of an employee;
 - u. Inefficiency;
 - v. Unsatisfactory attendance;
 - w. Mishandling of County funds;

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DISCIPLINARY ACTIONS	Replaces: Rule #21	
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- x. Falsification or unauthorized use of County records;
 - y. Unauthorized possession of firearms, weapons or explosives on County property;
 - z. Unsafe actions;
 - aa. Any other conduct or performance which constitutes cause for disciplinary action.
2. ~~Sworn law enforcement officers employed by the Sheriff's Office shall be subject to being placed on administrative leave with or without pay consistent with these policies upon being formally charged with the commission of a felony offense.~~

B. Types of Disciplinary Action

Behavior that is illegal or violent will not be subject to the progressive discipline process and may be reported to local law enforcement agencies. All disciplinary actions must be discussed with Human Resources (HR) prior to implementing the disciplinary action. All disciplinary actions must be documented and the original sent to HR to be placed in the employee's file.

1. Verbal Warning

A verbal warning creates an opportunity to bring attention to existing performance, conduct, or attendance issues with the employee. Expectations and steps that must be taken to improve performance or resolve the issue should be discussed here. Verbal warnings must be documented and sent to HR.

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A written reprimand is a formal notice to an employee that further disciplinary action will be taken unless their behavior or performance improves. A copy of the written reprimand is to be forwarded to the HR Department for placement into the employee's personnel file. A Performance Improvement Plan (PIP) may be applicable to assist the employee in meeting expectations.

3. Suspension

- a. Before an employee with regular status can be suspended, the Appointing Authority shall give the employee written notice of the charges, a summary of the Appointing Authority's basis for the charges, and an opportunity for the employee to present a written response. The employee's response shall be made not later than three working days after the employee receives the notice of the charges, unless extended in writing by the Appointing Authority.
- b. The Appointing Authority may suspend any employee with regular status for cause, but not before attempting to serve the employee personally or by registered

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or certified mail, return receipt requested (addressee only), with written notice of the specific reasons for suspension in sufficient detail to inform the employee of the facts, with a copy to the Director. The Appointing Authority shall include a statement of the employee's right to appeal. The action is not effective until one of the following occurs:

- i. The employee signs for receipt of the suspension letter personally served or served by mail; or,
 - ii. Three working days have passed since the letter was mailed to the employee; or,
 - iii. An attempt is made to personally serve the suspension letter, but the employee refuses to sign for the letter. Such attempt to personally serve the letter shall be witnessed.
- c. Except as otherwise provided by statute or policy, suspensions shall not exceed a total of thirty working days during any twelve (12) month period. The twelve (12) month period begins with the first day of the first suspension.

4. Demotion

- a. A regular status employee may be demoted for cause by an Appointing Authority to any regular status position, provided the employee meets the minimum qualifications for such class.
- b. Before an employee with regular status can be demoted, the Appointing Authority shall give the employee written notice of the charges, a summary of the Appointing Authority's basis for the charges, and an opportunity for the employee to present a written response. The employee's response shall be made not later than three working days after the employee receives notice of the charges, unless extended in writing by the Appointing Authority.
- c. The Appointing Authority may demote any employee with regular status only for cause, but not before attempting to serve the employee personally or by registered or certified mail, return receipt requested (addressee only), with written notice of the specific reasons for demotion in sufficient detail to inform the employee of the facts, with a copy to the Director. The Appointing Authority shall include a statement of the employee's right to appeal. The action is not effective until one of the following occurs:

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DISCIPLINARY ACTIONS	Replaces: Rule #21	
	Adopted: 01-05-2016 Revised: 10-21-2015	5 of 6

- i. The employee signs for receipt of the demotion letter personally served or served by mail; or
 - ii. Three working days have passed since the letter was mailed to the employee; or
 - iii. An attempt is made to personally serve the demotion letter, but the employee refuses to sign for the letter. Such attempt to personally serve the letter shall be witnessed.
- d. An employee who is demoted shall serve a demotion probationary period under the same rules as an original probation, except that the employee retains the right of appeal should they be dismissed due to failure of the demotion probationary period.

5. Dismissal

Recommendations for dismissal must be approved by the Human Resources Director before the following steps occur:

- a. Before an employee with regular status can be dismissed, the Appointing Authority shall give the employee written notice of the charges, a summary of the Appointing Authority's basis for the charges, and an opportunity for the employee to present a written response. The employee's response shall be made not later than three working days after the employee receives notice of the charges, unless extended in writing by the Appointing Authority.
- b. The Appointing Authority may dismiss any employee with regular status for cause, but not before attempting to serve the employee personally or by registered or certified mail, return receipt requested (addressee only), with written notice of the specific reasons for dismissal in sufficient detail to inform the employee of the facts, with a copy to the Director. The Appointing Authority shall include a statement of the employee's right to appeal. The action is not effective until one of the following occurs:
 - i. The employee signs for receipt of the dismissal letter personally served or served by mail; or
 - ii. Three working days have passed since the letter was mailed to the employee; or

Gila County Human Resources	Policy Number: BOS-HRS-610	Page
DISCIPLINARY ACTIONS	Replaces: Rule #21	
	Adopted: 01-05-2016 Revised: 10-21-2015	6 of 6

iii. An attempt is made to personally serve the dismissal letter, but the employee refuses to sign for the letter. Such attempt to personally serve the letter shall be witnessed.

c. If an employee is on an approved period of leave with pay, the action will be effective at the end of the approved period of leave with pay, and the dismissal letter shall be served on the employee in accordance with this subsection.

d. Dismissal During Probation

i. An employee on original probation may be dismissed without the right of appeal.

ii. An employee on promotional probation may not be dismissed without the right of appeal.

6. Administrative Leave

Nothing in this policy shall preclude the Appointing Authority from immediately placing an employee on administrative leave pending implementation of procedures under this section, but no pay shall be withheld for such period.

ARF-3646

Consent Agenda Item 3. I.

Regular BOS Meeting

Meeting Date: 03/15/2016

Submitted For: Shelley McPherson, HR and Risk Management Director

Submitted By: Shelley McPherson, HR and Risk Management Director

Department: Human Resources

Information

Request/Subject

Approval of changes to Gila County Policy No. BOS-HRS-625-Personnel Commission.

Background Information

Gila County is in the process of updating and converting all of the Rules in the Merit System Rules and Policies to Policies to be placed in the Countywide Policy Manual.

Rule No. 3 was updated and converted to Policy No. BOS-HRS-625-Personnel Commission by the Board of Supervisors on January 5, 2016.

Evaluation

In updating Policy No. BOS-HRS-625-Personnel Commission, an attempt was made to ensure the Commission had any and all information necessary to assist them in the deliberation of employee appeals, including all policies and statutes pertinent to Gila County employees. It was an error; however, to include any departments under the purview of the Gila County Superior Courts, as all appeals for Probation and Superior Court employees fall under the State of Arizona. Therefore, it would be appropriate to remove all references to any policies, procedures, and statutes for the Gila County Superior Court and Probation departments from this policy.

Conclusion

These revisions are not changing the intent of Policy No. BOS-HRS-625, but will reflect the correct County departments and elected offices that are subject to the oversight of the Personnel Commission.

Recommendation

Staff recommends that the Board of Supervisors approve revised Gila County Policy No. BOS-HRS-625-Personnel Commission by eliminating the wording in Section IV. Procedures regarding the Adult and Juvenile Probation Officers Statutes and the Superior Court's Merit Rules and Policies.

Suggested Motion

Approval of changes to Gila County Policy No. BOS-HRS-625 - Personnel Commission regarding Adult and Juvenile Probation statutes and the Superior Court Merit Rules.

Attachments

BOS-HRS-625 Personnel Commission 03-15-2016

BOS-HRS-625 Personnel Commission Corrections

Gila County Human Resources	Policy Number: BOS-HRS-625	Page
	Replaces: Rule # 3	
PERSONNEL COMMISSION	Adopted: 01-05-2016 Revised: 03-15-2016	1 of 3

I. PURPOSE:

The purpose of this policy is to establish the Gila County Personnel Commission (Commission), identify the Commission's authority, and set forth the situations under which eligible employees may appeal employment actions the employee deems to be adverse.

II. APPLICABILITY:

This policy applies to all classified Gila County employees.

III. POLICY:

It is the policy of the Gila County Board of Supervisors to appoint a Personnel Commission, a five-member independent body of private citizens to provide an appeal process to County employees who believe they have been involved in an adverse employment action. The Commission is responsible for reviewing and understanding the precepts of Gila County employment, retention and promotion for all classified employees to ensure it meets the standards of the Gila County Merit System.

SIGNATURE:

CHAIRMAN, BOARD OF SUPERVISORS

DATE

Gila County Human Resources	Policy Number: BOS-HRS-625	Page
	Replaces: Rule # 3	
	Adopted: 01-05-2016 Revised: 03-15-2016	2 of 3

IV. PROCEDURES:

The Board of Supervisors (Board) shall appoint a Personnel Commission to assist in the County's personnel administration system.

The Commission shall consist of five members, each of whom shall hold office for a term of four years or until a successor is appointed and qualified. The Commission serves as an independent advisory board established to hear appeals from eligible employees about specific adverse employment actions.

Members of the Commission are selected from among the qualified electors of the County and shall be generally familiar with Human Resources policies and procedures. No more than three (3) of such members shall be from the same political party. At least one (1) member shall have prior work experience in the law enforcement or probation field.

Each member shall hold office for a term of four (4) years or until his successor is appointed and qualified. Of the members first appointed, two (2) shall serve for a two (2) year term, two (2) for a three (3) year term, and one shall serve a four (4) year term, and such members shall determine, by lot, the length of their terms. Appointment to fill a vacancy caused by other than expiration of term shall be for the unexpired portion of the term. A member of the Commission may be removed by the Board for cause. Any one of the following shall constitute the resignation of a Commissioner and authorize the Board to appoint a new member to fill the unexpired term so vacated:

- Absence from three (3) consecutive meetings;
- Becoming a candidate for any elected public office; or,
- Accepting any appointive office or employment in County service.

The Commission shall elect one (1) of its members as the Chairperson on an annual basis, changing who serves as Chairperson each year. The Chairperson shall also be willing to serve on other local boards within the County that are required, by statute, to be represented by the "head of the merit system" and which are appointed by the Board of Supervisors. Three (3) members shall be present to constitute a quorum for the transaction of business. A majority of the commission membership shall constitute a majority vote.

The Commission shall become familiar with and perform duties as are necessary to carry out the provisions of the Gila County Merit Rules, Human Resources policies, the Arizona Revised Statute (A.R.S.) Title 38, et seq., for Public Safety Officers (A.R.S. 38-1101 through 38-1114), the Gila County Sheriff's Office Policy and Procedure Manual, and other adopted policies of the County. In addition, the Commission may assist the Board of Supervisors in the following areas:

Gila County Human Resources	Policy Number: BOS-HRS-625	Page
	Replaces: Rule # 3	
	Adopted: 01-05-2016 Revised: 03-15-2016	3 of 3

PERSONNEL COMMISSION

A. Making recommendations on Human Resources policies with the goal of improving understanding, consistent application, and the efficient operation of County government;

B. Making recommendations to the Board and Human Resources Director (Director) of problems concerning personnel administration;

C. Making recommendations to assist in the fostering of interest in the best practices of institutions of learning and of civic, professional, and employee organizations in order to improve personnel standards in the County service; and,

D. Making annual reports, and such special reports as the Commission considers desirable to the Board regarding personnel administration in the County service and recommendations for improvements.

The Commission shall hold meetings in accordance with the Arizona Open Meeting laws A.R.S. §38-431, et seq. The Commission shall meet at such times and places as shall be specified by call of a majority of the Commission or by the Chairperson.

Further:

- All meetings shall be open to the public;
- At least five (5) days' written notice of each meeting shall be given by the Director to each member not joining in the call for a meeting; and,
- Three (3) members shall constitute a quorum for the transaction of business.

All matters to be presented for consideration by the Commission at a regular or special meeting shall be placed on the Commission's agenda without undue delay. The agenda shall be electronically mailed to each member of the Commission and shall be posted in accordance with A.R.S. §38-431.02, no less than twenty-four (24) hours prior to the meeting.

The Director shall provide for the recording of the official actions of the Commission in its minutes. The time and place of each meeting of the Commission, the commissioners present, all official acts of the Commission and, when requested, a commissioner's dissent and the reasons for the dissent shall be recorded in the minutes. The Director shall cause the minutes to be transcribed and presented for approval or amendment at the next meeting. The minutes, or a true copy thereof, shall be open to public inspection.

Gila County Human Resources	Policy Number: BOS-HRS-625	Page
	Replaces: Rule # 3	
	Adopted: 01-05-2016 Revised: 10-21-2015	1 of 3

PERSONNEL COMMISSION

I. PURPOSE:

The purpose of this policy is to establish the Gila County Personnel Commission (Commission), identify the Commission’s authority, and set forth the situations under which eligible employees may appeal employment actions the employee deems to be adverse.

II. APPLICABILITY:

This policy applies to all classified Gila County employees.

III. POLICY:

It is the policy of the Gila County Board of Supervisors to appoint a Personnel Commission, a five-member independent body of private citizens to provide an appeal process to County employees who believe they have been involved in an adverse employment action. The Commission is responsible for reviewing and understanding the precepts of Gila County employment, retention and promotion for all classified employees to ensure it meets the standards of the Gila County Merit System.

SIGNATURE:

CHAIRMAN, BOARD OF SUPERVISORS

DATE

Gila County Human Resources	Policy Number: BOS-HRS-625	Page
	Replaces: Rule # 3	
	Adopted: 01-05-2016 Revised: 10-21-2015	2 of 3

IV. PROCEDURES:

The Board of Supervisors (Board) shall appoint a Personnel Commission to assist in the County's personnel administration system.

The Commission shall consist of five members, each of whom shall hold office for a term of four years or until a successor is appointed and qualified. The Commission serves as an independent advisory board established to hear appeals from eligible employees about specific adverse employment actions.

Members of the Commission are selected from among the qualified electors of the County and shall be generally familiar with Human Resources policies and procedures. No more than three (3) of such members shall be from the same political party. At least one (1) member shall have prior work experience in the law enforcement or probation field.

Each member shall hold office for a term of four (4) years or until his successor is appointed and qualified. Of the members first appointed, two (2) shall serve for a two (2) year term, two (2) for a three (3) year term, and one shall serve a four (4) year term, and such members shall determine, by lot, the length of their terms. Appointment to fill a vacancy caused by other than expiration of term shall be for the unexpired portion of the term. A member of the Commission may be removed by the Board for cause. Any one of the following shall constitute the resignation of a Commissioner and authorize the Board to appoint a new member to fill the unexpired term so vacated:

- Absence from three (3) consecutive meetings;
- Becoming a candidate for any elected public office; or,
- Accepting any appointive office or employment in County service.

The Commission shall elect one (1) of its members as the Chairperson on an annual basis, changing who serves as Chairperson each year. The Chairperson shall also be willing to serve on other local boards within the County that are required, by statute, to be represented by the "head of the merit system" and which are appointed by the Board of Supervisors. Three (3) members shall be present to constitute a quorum for the transaction of business. A majority of the commission membership shall constitute a majority vote.

The Commission shall become familiar with and perform duties as are necessary to carry out the provisions of the Gila County Merit Rules, Human Resources policies, the Arizona Revised Statute (A.R.S.) Title 38, et seq., for Public Safety Officers (A.R.S. 38-1101 through 38-1114), ~~and Adult and Juvenile Probation Officers (A.R.S. 38-1131 through 38-1141)~~, the Gila County Sheriff's Office Policy and Procedure Manual ~~and the Superior Court's Merit Rules and Policies~~, and other adopted policies of the County. In addition, the Commission may assist the Board of Supervisors in the following areas:

Gila County Human Resources	Policy Number: BOS-HRS-625	Page
	Replaces: Rule # 3	
	Adopted: 01-05-2016 Revised: 10-21-2015	3 of 3

PERSONNEL COMMISSION

- A. Making recommendations on Human Resources policies with the goal of improving understanding, consistent application, and the efficient operation of County government;
- B. Making recommendations to the Board and Human Resources Director (Director) of problems concerning personnel administration;
- C. Making recommendations to assist in the fostering of interest in the best practices of institutions of learning and of civic, professional, and employee organizations in order to improve personnel standards in the County service; and,
- D. Making annual reports, and such special reports as the Commission considers desirable to the Board regarding personnel administration in the County service and recommendations for improvements.

The Commission shall hold meetings in accordance with the Arizona Open Meeting laws A.R.S. §38-431, et seq. The Commission shall meet at such times and places as shall be specified by call of a majority of the Commission or by the Chairperson.

Further:

- All meetings shall be open to the public;
- At least five (5) days' written notice of each meeting shall be given by the Director to each member not joining in the call for a meeting; and,
- Three (3) members shall constitute a quorum for the transaction of business.

All matters to be presented for consideration by the Commission at a regular or special meeting shall be placed on the Commission's agenda without undue delay. The agenda shall be electronically mailed to each member of the Commission and shall be posted in accordance with A.R.S. §38-431.02, no less than twenty-four (24) hours prior to the meeting.

The Director shall provide for the recording of the official actions of the Commission in its minutes. The time and place of each meeting of the Commission, the commissioners present, all official acts of the Commission and, when requested, a commissioner's dissent and the reasons for the dissent shall be recorded in the minutes. The Director shall cause the minutes to be transcribed and presented for approval or amendment at the next meeting. The minutes, or a true copy thereof, shall be open to public inspection.

ARF-3659

Consent Agenda Item 3. J.

Regular BOS Meeting

Meeting Date: 03/15/2016

Submitted By: Marian

Sheppard,
Clerk of the
Board

Department: Clerk of the Board of Supervisors

Information

Request/Subject

Boards, Commissions and Committees Appointments and Reappointments.

Background Information

There are many boards, commissions and committees (BCCs) that have been established within the County that are under the purview of the Gila County Board of Supervisors. Some of the BCCs are regulated by state statutes and or their own bylaws. The Board of Supervisors and the public need to be apprised of the changes as they occur.

Evaluation

Membership changes will be presented to the Board of Supervisors (BOS) for the following BCCs:

Gila County Personnel Commission - Jonathan Barber has been serving on this Commission for over 9 years, and he was recently elected by the Personnel Commission to be its Chairman. No action is required by the BOS. This information is being presented as it relates to other BCCs (as noted below).

Public Safety Personnel Retirement System (PSPRS) Local Board: Per statutory requirement, a member of this governing board must be the head of the Personnel Commission. Jonathan Barber has agreed to serve on this Board. He is represented as a "Citizen" on the Board, and he is the Chairman of the Personnel Commission. This term of office will begin upon appointment by the BOS and it will end on 12/31/19.

Correctional Officers Retirement Plan (CORP) Local Board for Gila County Sheriff's Office Dispatchers: Per statutory requirement, a member of this

governing board must be the head of Personnel Commission. Jonathan Barber has agreed to serve on this Board. He is represented as a "Citizen" on the Board, and he is the Chairman of the Personnel Commission. His term of office will begin upon appointment by the BOS and it will end on 12/31/17. Gary Andress is currently serving on this Board and he is represented as a "Citizen." His previous previous term of office ended on 12/31/15; and, he has agreed to serve on this Board for a 4-year term beginning 1/1/16 through 12/31/19. His appointment will be made retroactive to 1/1/16, if approved by the BOS.

CORP for Detention Officers and Non-Uniformed Officers: Per statutory requirement, a member of this governing board must be the head of Personnel Commission. Jonathan Barber has agreed to serve on this Board. He is represented as a "Citizen" on the Board, and as he is the Chairman of the Personnel Commission. His term of office will begin upon appointment by the BOS and it will end on 2/31/17. Gary Andress is currently serving on this Board and he is represented as a "Citizen." His previous previous term of office ended on 12/31/15; and, he has agreed to serve on this Board for a 4-year term beginning 1/1/16 through 12/31/19. His appointment will be made retroactive to 1/1/16, if approved by the BOS. On 6/4/14, Erich Kenney was elected by the participating members of the local plan by secret ballot, and the election results were declared official by said Board on 10/6/15, which began his term of office through 12/31/17. The BOS needs to acknowledge this elected member.

Conclusion

The Board of Supervisors needs to approve or acknowledge the appointments as stated in the Evaluation section of this report.

Recommendation

It is recommended that the Board of Supervisors approve or acknowledge the appointments to the various BCCs as stated in this report.

Suggested Motion

Approval for the Board of Supervisors to appoint, reappoint or acknowledge members of the following boards, commissions or committees: 1) **Appoint** Jonathan Barber, as a citizen and head of the merit system (Personnel Commission) for Gila County, as follows: Public Safety Personnel Retirement System Local Board for a term ending 12/31/19; Correctional Officers Retirement Plan (CORP) Local Board for Sheriff's Office (S.O.) Dispatchers for a term ending 12/31/17; and, CORP Local Board for S.O. Detention Officers and Non-Uniformed Officers for a term ending 12/31/17; 2) **Reappoint** Gary Andress as a citizen to the

CORP Local Board for S.O. Dispatchers and the CORP Local Board for S.O. Detention Officers and Non-Uniformed Officers retroactive to 1/1/16 through 12/31/19; and, 3) **Acknowledge** Erich Kenney as an elected member of the CORP Local Board for S.O. Detention Officers and Non-Uniformed Officers for a term beginning 10/6/15 through 12/31/17.

Attachments

GC Personnel Commission

PSPRS Local Board

CORP Local Board for Dispatchers

CORP Local Board for Det. Officers & Non-Uniformed Officers

CORP-Det. Officers 10-6-15 Minutes

GILA COUNTY PERSONNEL COMMISSION
(An updated list was presented to the BOS on 3/15/16)

Name of Member & Appointment Info. ¹	Appointment Designation ²	Appointment Type ³ & BOS Approval Date	Time Served Prior to Current Appointment	Term of Incumbent (End date must match end date of Term of Office)	Term of Office (Only change when new term cycle begins)
Jonathan Barber (Chairman)*	B-Republican	C (02/18/14)	7 years, 3 months	01/01/14-12/31/16	01/01/14-12/31/16
Jaime Escobedo (prior work experience in law enforcement)	B-Democrat	A (02/02/16)	-	02/02/16-12/31/19	01/01/16-12/31/19
Tom Moody	B-Independent	C (02/18/14)	4 years, 9 months	01/01/14-12/31/16	01/01/14-12/31/16
David Lagunas	B-Democrat	C (12/02/14)	1 year, 1 month	01/01/15-12/31/18	01/01/15-12/31/18
Lori Andrade	B-Independent	C (02/02/16)	1 year, 3 months	02/02/16-12/31/19	01/01/16-12/31/19

*On March 1, 2016, the Personnel Commission elected Jonathan Barber as its Chairman.

¹ Appointment Information:

- A. Date of creation: On October 22, 1979, the Board of Supervisors adopted Resolution No. 78-10-8 establishing a Personnel Policy which included establishing a Personnel Commission at that same time.
- B. The Personnel Commission was also established in accordance with A.R.S. §11-353 (A) which states, "The commission shall consist of five members, each of whom shall hold office for a term of four years and until his successor is appointed and qualified. Of the members first appointed, two shall serve for a two-year term two for a three-year term and one shall serve a four-year term, and such members shall determine by lot the length of their terms.
- C. A.R.S. §11-353 (B) states "Members of the commission shall be selected from among the qualified electors of the county. No more than three of such members shall be from the same political party.
- D. Gila County Policy No. BOS-HRS-625 - Personnel Commission states "At least one member shall have prior work experience in the law enforcement or probation field."

² Appointment Designation:

- A. Statutory District Appointment: Member must reside within the supervisorial district boundary from which he/she is appointed.
- B. Supervisory Appointment: Member unrestricted by district.
- C. Joint Appointment: Membership is comprised of appointments from different jurisdictions. Appointments made by other entities are acknowledged by the Board of Supervisors.
- D. County at Large: Members are unrestricted by district and can be recommended by appointment by any supervisorial district or by the committee.
- E. Alternate Members: As defined by individual committee criteria.

³ Appointment Type

- A. New Appointment
- B. Existing vacancy created by (provide name)
- C. Reappointment (include number of years/months served prior to most recent appointment in right-hand column)

PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM (PSPRS) LOCAL BOARD OF DIRECTORS
(Proposed to the BOS on 3/15/16)

Name of Member & Appointment Info. ¹	Appointment Designation ²	Appointment Type ³ & BOS Approval Date	Time Served Prior to Current Appointment	Term of Incumbent (End date must match end date of Term of Office)	Term of Office (Only change when new term cycle begins)
John Marcanti (appointed by BOS)	B	A (12/01/15)	-	01/01/16-12/31/16 BOS appoints on a yearly basis.	01/01/13-12/31/16 Coincides with Supervisor's term.
Jonathan Barber-CITIZEN (Personnel Commission Chairman & appointed by BOS)	B	A (03/15/16)	-	03/15/16-12/31/19	01/01/16-12/31/19
Kevin Corso-CITIZEN (appointed by BOS)	B	A (08/19/13)	-	08/19/13-08/18/17 **12/31/16	01/01/13-12/31/16
Michael Johnson-MEMBER (elected by Plan members)	C	A (02/21/12)	-	01/01/12-12/31/15	01/01/12-12/31/15 EXPIRED TERM
Johnny Holmes-MEMBER (elected by Plan members)	C	B (04/01/14)	-	09/25/13-12/31/16***	01/01/13-12/31/16

¹ Appointment Information:

- A. Date of creation: March 1, 1985
- B. Established per A.R.S. 38-841 through 38-859
- C. PSPRS Local Board is comprised of 5 members: 1 member appointed by BOS and represented as the BOS Chairman; 2 citizens appointed by the BOS of which 1 citizen who shall be the Chairman of the Gila County Personnel Commission; and 2 members elected by secret ballot by members of the PSPRS and who are employed by Gila County and who are "acknowledged:" by the BOS. Board members are appointed for a term of 4 years.
- D. Dates of Terms of Office – BOS appoints BOS member and 2 CITIZENS; and Local Board elects by secret ballot 2 MEMBERS, so their start term date begins when the Local Board certifies the election results.

² Appointment Designation:

- A. Statutory District Appointment: Member must reside within the supervisorial district boundary from which he/she is appointed.
- B. Supervisory Appointment: Member unrestricted by district.
- C. Joint Appointment: Membership is comprised of appointments from different jurisdictions. Appointments made by other entities are acknowledged by the Board of Supervisors.
- D. County at Large: Members are unrestricted by district and can be recommended by appointment by any supervisorial district or by the committee.
- E. Alternate Members: As defined by individual committee criteria.

³ Appointment Type

- A. New Appointment
- B. Existing vacancy created by (provide name)
- C. Reappointment (include number of years/months served prior to most recent appointment in right-hand column)

CORRECTIONAL OFFICERS RETIREMENT PLAN LOCAL BOARD OF DIRECTORS-
FOR GILA COUNTY SHERIFF'S OFFICE DISPATCHERS
(Proposed to the BOS on 3/15/16)

Name of Member & Appointment Info. ¹	Appointment Designation ²	Appointment Type ³ & BOS Approval Date	Time Served Prior to Current Appointment	Term of Incumbent (End date must match end date of Term of Office)	Term of Office (Only change when new term cycle begins)
Mike Pastor (appointed by BOS as Chairman)	B	A (12/01/15)	-	01/01/16-12/31/16 BOS appoints on a yearly basis.	01/01/12-12/31/15 01/01/13-12/31/16 – Revised 1 time to coincide with elected official's term of office
*Jonathan Barber-CITIZEN (Personnel Commission Chairman and appointed by BOS)	B	B (03/15/16) (Ken Volz)	-	03/15/16-12/31/17	01/01/14-12/31/17
Gary Andress – CITIZEN (appointed by BOS)	B	C (03/15/16)	2 months	01/01/16-12/31/19	01/01/16-12/31/19
VACANCY (elected by Plan members)	C	(Lyndi Lopez)		?-12/31/17	01/01/14-12/31/17 This will be the corrected term.
VACANCY (elected by Plan members)	C			?-12/31/19	01/01/16-12/31/19

*Ken Volz was the previous member; however, when his term of office on the Gila County Personnel Commission ended on 12/31/15, he was not reappointed to the Commission. There is now a vacancy on the CORP Local Board for Dispatchers for the term ending 12/31/17, which must be filled by the head of the Gila County Personnel Commission. On March 1, 2016, the Personnel Commission elected Jonathan Barber as its Chairman, and he has agreed to serve on this board.

¹ Appointment Information:

- A. Date of creation: August 16, 2004
- B. The powers and duties of the Local Board are outlined in A.R.S. §38-893.
- C. The Local Board is comprised of 5 members of which one member represents the Board of Supervisors (BOS) Chairman and is appointed by the BOS; 2 members represent "Citizens" and are appointed by the BOS; and 2 members are elected by secret ballot by those members of the CORP and who are employees of Gila County. The BOS "acknowledges" those 2 board member appointments.
- D. Per statute, terms of office are for 4 years, with terms staggered 2 years apart so that 1 Member's and 1 Citizen's term of office will end on the same date; and the other Member's and Citizen's term of office will end on the same date 2 years apart from the other Member and Citizen. Note: Some one-time adjustments will be made to the terms of incumbent and terms of office in order to align this board with statutory requirements.

² Appointment Designation:

- A. Statutory District Appointment: Member must reside within the supervisorial district boundary from which he/she is appointed.

- B. Supervisory Appointment: Member unrestricted by district.
- C. Joint Appointment: Membership is comprised of appointments from different jurisdictions. Appointments made by other entities are acknowledged by the Board of Supervisors.
- D. County at Large: Members are unrestricted by district and can be recommended by appointment by any supervisorial district or by the committee.
- E. Alternate Members: As defined by individual committee criteria.

³ Appointment Type

- A. New Appointment
- B. Existing vacancy created by (provide name)
- C. Reappointment (include number of years/months served prior to most recent appointment in right-hand column)

CORRECTIONAL OFFICERS RETIREMENT PLAN LOCAL BOARD OF DIRECTORS-
FOR GILA COUNTY SHERIFF'S OFFICE DETENTION OFFICERS AND NON-UNIFORMED OFFICERS
(Proposed to the BOS on 3/15/16)

Name of Member & Appointment Info. ¹	Appointment Designation ²	Appointment Type ³ & BOS Approval Date	Time Served Prior to Current Appointment	Term of Incumbent (End date must match end date of Term of Office)	Term of Office (Only change when new term cycle begins)
Mike Pastor (appointed by BOS)	B	C (12/01/15)	-	01/01/16-12/31/16 BOS appoints on a yearly basis.	01/01/13-12/31/16 Coincides with Supervisor's term.
*Jonathan Barber-CITIZEN (Personnel Commission Chairman and appointed by BOS)	B	B (03/15/16) (Ken Volz)	-	03/15/16- 12/31/17	01/01/14-12/31/17
**Gary Andress-CITIZEN (appointed by BOS)	B	C (03/15/16)	2 months	01/01/16-12/31/19	01/01/16-12/31/19
VACANCY-MEMBER (elected by Plan members)	C			? – 12/3/19	01/01/16-12/31/19
***Erich Kenney-MEMBER (elected by Plan members)	C	A (03/15/16-BOS "acknowledged" elected member)	-	10/06/15-12/31/17	01/01/14-12/31/17

*Ken Volz was the previous member; however, when his term of office on the Gila County Personnel Commission ended on 12/31/15, he was not reappointed to the Commission. There is now a vacancy on the PSPRS Local Board for the term ending 12/31/17, which must be filled by the head of the Gila County Personnel Commission. On March 1, 2016, the Personnel Commission elected Jonathan Barber as its Chairman, and he has agreed to serve on this board.

**The reappointment of Gary Andress will be retroactive to January 1, 2016, the beginning of his second term.

***Erich Kenney was elected by the CORP Local Board on 6/4/14 and the election results were declared official by said Board on 10/6/15, which began Erich's term of office. There was a one-time adjustment made to this 4-year term of office in order to have staggered terms for elected members on this Board. Erich's term will run from 10/06/15 to 12/31/17.

¹ Appointment Information:

- A. Date of creation: August 16, 2004
- B. The powers and duties of the Local Board are outlined in A.R.S. §38-893.
- C. The Local Board is comprised of 5 members of which one member represents the Board of Supervisors (BOS) Chairman and is appointed by the BOS; 2 members represent "Citizens" and are appointed by the BOS; and 2 members are elected by secret ballot by those members of the CORP and who are employees of Gila County. The BOS "acknowledges" those 2 board member appointments.
- D. Per statute, terms of office are for 4 years, with terms staggered 2 years apart so that 1 Member's and 1 Citizen's term of office will end on the same date; and the other Member's and Citizen's term of office will end on the same date 2 years apart from the other Member and Citizen. Note: Some one-time adjustments will be made to the terms of incumbent and terms of office in order to align this board with statutory requirements.

² Appointment Designation:

- A. Statutory District Appointment: Member must reside within the supervisorial district boundary from which he/she is appointed.
- B. Supervisory Appointment: Member unrestricted by district.
- C. Joint Appointment: Membership is comprised of appointments from different jurisdictions. Appointments made by other entities are acknowledged by the Board of Supervisors.
- D. County at Large: Members are unrestricted by district and can be recommended by appointment by any supervisorial district or by the committee.
- E. Alternate Members: As defined by individual committee criteria.

³ Appointment Type

- A. New Appointment
- B. Existing vacancy created by (provide name)
- C. Reappointment (include number of years/months served prior to most recent appointment in right-hand column)

Minutes were
approved 2-3-16
meeting.

GILA COUNTY CORRECTIONAL OFFICERS RETIREMENT PLAN (CORP) LOCAL BOARD FOR
DETENTION OFFICERS AND NON-UNIFORMED OFFICERS

REGULAR MEETING MINUTES

October 6, 2015 – 2:00 p.m.

Gila County Sheriff's Office Administrative Services Building
1177 E. Monroe Street
Globe, Arizona

1. **Call to Order** – The meeting was called to order by Chairman Pastor at 2:10 p.m. Chairman Pastor asked roll call be taken. Chairman Mike Pastor, Member Gary Andress, Member Ken Volz, Member Erich Kenney, and Secretary Amber Warden were present. Guests Karen Brake and Vanessa Amairia were also present.
2. **Information/Discussion/Action to approve an application submitted by Ileana Mathews to receive Jack Mathews' survivor benefits.** Secretary Warden explained that Detention Officer Mathews passed away July 20, 2015. He had been with the Sheriff's Office since May of 2005. His widow, Ileana Mathews, has submitted an application for survivor benefits. The explanation of benefits information was passed around to the members. The benefits were calculated, and approved, by CORP following Secretary Warden's submittal of completed spread sheets provided by CORP officials. Ms. Warden explained that the information was submitted to CORP for verification and approval of the benefit amount. Approval by CORP was completed. There was a brief discussion about the amount Ms. Matthews will receive per month. Member Andress requested clarification on who approves the benefit amount. Ms. Warden explained the CORP Benefits Coordinators work under an umbrella of the Arizona Public Safety Retirement System in Phoenix, AZ. The coordinators review the application for any incorrect calculations on the side of the templates that are used. Certain required documents are mandatory for each application such as birth certificate, driver's license, social security number information, as well as beneficiary information. Chairman Pastor explained that the local board's approval is one of the steps involved in the process. Member Volz made a motion to approve the application for Mrs. Mathews to receive Mr. Mathews' survivor benefits. Motion was seconded by Member Andress. It was noted that Erich Kenney would abstain from voting due to the election results not being declared official at the time of this particular issue. Vote was taken and motion passed.
3. **Information/Discussion/Action to canvass the election results for the election that was held in Gila County, Arizona, on June 4, 2014 and declare the results official.** Secretary Warden explained the delay in the official election results as being due to the lack of a quorum at the meeting where this item was on the agenda. Election results returned as Sgt. David Kell and Sgt. Erich Kenney being voted onto the CORP Board. Since that time, Sgt. David Kell resigned from the Board, leaving Sgt. Erich Kenney as the only member needing the election results deemed as being official. Chairman Pastor asked for a motion to accept the election results indicating that Erich Kenney is elected to represent the Sheriff's Department as of the election held on June 4, 2014. Member Volz made the motion and Member Andress seconded. After discussion about the need of having an election for another Board Member from the Sheriff's Office, and the plans for nominations, a vote was taken and motion was carried to accept the election results of June 4, 2014.

4. **Discussion of future CORP local Board agenda items.** Secretary Warden presented the Public Safety Retirement System Website (www.PSPRS.com) to the Board which explains what the Public Safety Personnel Corrections Officer and Elected Officials Retirement plans entail. This website is very informative for members, as well as employers, to utilize. The FAQ section is very helpful for frequently asked questions and Warden highly recommended the website. Secretary Warden asked that Sgt. Kenney invite Detention Officers to the CORP meetings in an attempt for them to gain more knowledge in what their retirement plan offers and what the Board Members do. Sgt. Kenney agreed to this. Secretary Warden asked that future meeting times and dates be set at the end of each CORP meeting. Chairman Pastor asked that information be provided to the members prior to meetings in reference to agenda items involving personnel. Some information will be withheld due to HIPA requirements, however, PA Hobson can come to the meetings and provide information if needed. Secretary Warden will request PA Hobson to future meetings if he is needed. The possibility of telephonic meetings was discussed. Secretary Warden will research this aspect. Member Andress asked if the Board typically addresses issues such as new applicants into the system, applications for survivor benefits, or applications for retirement benefits and common concerns such as that. Secretary Warden said that sums it up from her experience. She also explained that benefit acceptance or denial, dealing with medical conditions, are brought before the Board. Chairman Pastor explained pre-existing condition acceptance and recommendations from a medical source and how that is handled. Secretary Warden explained the CORP Board does not have a budget, therefore, she has asked the Sheriff's Office to provide legal services, if necessary, to the Board through Hannah Auckland with Grasso Law Firm to ensure the correct course of action is taken on all cases, open meetings laws, etc.
5. **Call to the Public** – No comments from the public.
6. **Next Meeting Scheduled for January 6, 2016.** The next meeting was set for January 6, 2016.
7. **Adjournment** – Chairman Pastor adjourned the meeting at 2:29 p.m.

ARF-3631

Consent Agenda Item 3. K.

Regular BOS Meeting

Meeting Date: 03/15/2016

Reporting Period: January 2016

Submitted For: Anita Escobedo, Clerk of the Superior Court

Submitted By: Vicki Aguilar, Chief Deputy Clerk of the Superior Court

Information

Subject

Clerk of the Superior Court's Office Monthly Report for January 2016.

Suggested Motion

Acknowledgment of the January 2016 monthly activity report submitted by the Clerk of the Superior Court's Office.

Attachments

Clerk of Court January 2016

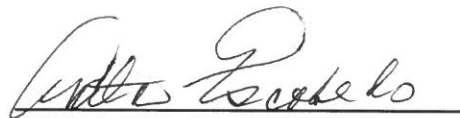
**IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF GILA**

- - - - -

**CLERK'S REPORT
FOR
JANUARY 2016**

TO THE HONORABLE BOARD OF SUPERVISORS:

I herewith present the annexed report as and for a true and correct account of all fees earned and collected by me as Clerk of the Superior Court.

A handwritten signature in cursive script, appearing to read "Anita Escobedo", written over a horizontal line.

ANITA ESCOBEDO
Clerk of the Superior Court
Of Gila County, Arizona

Summary Allocation by Agency Report

GILA COUNTY SUPERIOR COURT

Report generated on : 2/16/2016 10:14:31 AM

Criteria : From Date : 1/1/2016 To Date : 1/31/2016

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
Agency Name :									
		5555	HOLD ACCOUNT	\$5778.00		(\$5225.99)		\$552.01	\$0.00
Agency Name : BOND POSTED - THIS COURT									
ZBND	BOND POSTED - THIS COURT	ZBND	BOND POSTED - THIS COURT	\$23235.86				\$23235.86	\$0.00
Agency Name : D.A.R.E. PROGRAM									
ZDARE	D.A.R.E. PROGRAM	ZDARE	D.A.R.E. PROGRAM	\$5.00				\$5.00	\$0.00
Agency Name : ELECTED OFFICIALS RETIRE. FUND									
ZEORF	ELECTED OFFICIALS RETIRE. FUND	ZEORF	ELECTED OFFICIALS RETIRE. FUND	\$2380.68				\$2380.68	\$119.03
Agency Name : GILA COUNTY TREASURER									
CTREAS	GILA COUNTY TREASURER	ZOS2	2011 ADDTNL ASSMNT -CNTY TRSR	\$13.84		\$1.00		\$14.84	\$0.74
		ZOS1	2011 ADDTNL ASSMNT -STATE TRSR	\$110.68		\$8.00		\$118.68	\$5.93
		ZIAAF	ADMINISTRATIVE INDIGENT ASSESSMENT	\$200.00		\$25.00		\$225.00	\$0.00
		ZADR	ALTER. DISPUTE RESOLUTION FUND	\$54.02				\$54.02	\$2.70
		ZATT	ATTORNEY FEE REIMBURSEMENT	\$3195.00				\$3195.00	\$0.00
		ZALTF	AZ LENGTHY TRIAL FUND	\$255.00				\$255.00	\$12.75
		ZFEE	BASE FEES (GENERAL FUND)	\$4911.68				\$4911.68	\$245.58

THIS REPORT IS FOR INTERNAL USE ONLY. DO NOT DISTRIBUTE OR SHARE !

Summary Allocation by Agency Report

GILA COUNTY SUPERIOR COURT

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
CTREAS	GILA COUNTY TREASURER	ZFINE	BASE FINES	\$2844.00		\$1046.99		\$3890.99	\$194.55
		ZCIEF	CHILDREN ISSUES EDUC FUND	\$756.18				\$756.18	\$37.81
		ZCEF	CLEAN ELECTIONS FUND	\$275.06		\$44.70		\$319.76	\$0.00
		ZCAA1	CONFIDENTIAL ADDRESS ASSESSMENT FUND-STATE	\$10.92		\$47.50		\$58.42	\$2.92
		ZCAA2	CONFIDENTIAL ADDRESS ASSESSMENT FUND-LOCAL	\$0.58		\$2.50		\$3.08	\$0.15
		ZCIF	CONFIDENTIAL INTERMEDIARY FUND	\$39.90				\$39.90	\$2.00
		ZJDET	COUNTY JUV DETENTION	\$134.10				\$134.10	\$6.71
		ZCLLF	COUNTY LAW LIBRARY FUND	\$2379.27				\$2379.27	\$118.96
		ZCJEF	CRIMINAL JUSTICE ENHANCE FUND	\$1301.66		\$445.09		\$1746.75	\$87.34
		ZDNAS	DNA STATE SURCHARGE	\$162.01		\$26.82		\$188.83	\$9.44
		ZDS	DOCUMENT STOR. & RETRIEVAL FND	\$968.20				\$968.20	\$48.41
		ZDVCA	DOM. VIOL.-CHLD ABUSE PREV FND	\$299.97				\$299.97	\$15.00
		ZDREF	DOMESTIC RELATIONS EDUCATION	\$108.38				\$108.38	\$5.42
		ZDVSF	DOMESTIC VIOLENCE SHELTER FUND	\$1440.39		\$50.00		\$1490.39	\$74.52

THIS REPORT IS FOR INTERNAL USE ONLY. DO NOT DISTRIBUTE OR SHARE !

Summary Allocation by Agency Report

GILA COUNTY SUPERIOR COURT

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
CTREAS	GILA COUNTY TREASURER	ZDECJ	DRUG & GANG ENFORCEMENT FINES	\$376.03				\$376.03	\$18.80
		ZDGEF	DRUG & GANG ENFORCEMENT FUND	\$203.44				\$203.44	\$10.17
		ZDCRT	DRUG COURT FEE FUND	\$140.00		\$20.00		\$160.00	\$8.00
		ZCSVF	EXPEDITED CHILD SUPPORT AND	\$373.90				\$373.90	\$18.70
		ZWITN	EXPERT WITNESS FUND	\$1620.00				\$1620.00	\$0.00
		ZEXAP	EXTRA ADULT PROBATION ASMNT	\$26.29				\$26.29	\$1.31
		ZEXJU	EXTRA JUV PROBATION ASMNT	\$10.25				\$10.25	\$0.51
		ZEXT	EXTRADITION REIMBURSEMENT	\$230.00				\$230.00	\$0.00
		ZFAR2	FARE DELINQUENCY FEE	\$191.81				\$191.81	\$0.00
		ZFAR1	FARE SPEC COLLECTIONS	\$246.42				\$246.42	\$0.00
		ZFTGS	FILL-THE-GAP SURCHARGE (7%)	\$190.90		\$31.29		\$222.19	\$11.11
		ZCC	GEN JURIS CONCILIATION COURT	\$815.32				\$815.32	\$40.77
		ZGCAT	GILA COUNTY ATTORNEY - 60%	\$4439.32		\$719.40		\$5158.72	\$0.00
		ZGCLK	GILA COUNTY CLERK OF THE COURT - 10%	\$739.88		\$119.90		\$859.78	\$0.00
		ZGCSC	GILA COUNTY SUPERIOR COURT - 30%	\$2219.67		\$359.70		\$2579.37	\$0.00

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Summary Allocation by Agency Report

GILA COUNTY SUPERIOR COURT

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
CTREAS	GILA COUNTY TREASURER	ZJCLF	JUDIC. COLLECT. ENHANCE. FUND - LOCAL	\$1168.66				\$1168.66	\$58.43
		ZJCSF	JUDIC. COLLECT. ENHANCE. FUND - STATE	\$2655.01				\$2655.01	\$132.75
		ZJCL	JUDICIAL COLLECT ENHANCE FUND - LOCAL	\$159.01		\$14.00		\$173.01	\$0.00
		ZJCS	JUDICIAL COLLECT ENHANCE FUND - STATE	\$298.72		\$26.00		\$324.72	\$0.00
		ZJDU	JUVENILE DIVERSN FUND UNDER \$40			\$350.00		\$350.00	\$17.50
		ZJS	JUVENILE PROBATION SERV FEES	\$42.82				\$42.82	\$2.14
		ZMSEF	MEDICAL SERVICES ENHANCE FUND	\$359.69		\$123.11		\$482.80	\$24.14
		ZMISC	MISCELLANEOUS FEES	\$82.09				\$82.09	\$4.10
		ZOS3	OFFCR SAFETY EQUIP -CITY POLICE	\$27.34				\$27.34	\$1.37
		ZOS4	OFFCR SAFETY EQUIP -SHERIFF	\$28.00		\$4.00		\$32.00	\$1.60
		ZPP	PASSPORT APPLICATION FEES	\$1250.00				\$1250.00	\$62.50
		ZPCOF	PRISON CONSTRUCTION AND	\$192.52				\$192.52	\$9.63
		ZPBA	PROBATION FEE ADULT	\$11924.07		\$1385.00		\$13309.07	\$665.45
		ZPRSU	PROBATION SURCHARGE (\$5.00)	\$5.00				\$5.00	\$0.25

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Summary Allocation by Agency Report

GILA COUNTY SUPERIOR COURT

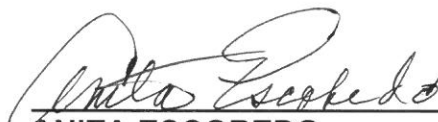
Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
CTREAS	GILA COUNTY TREASURER	ZPUBZ	PUBLIC DEFENDER FEES	\$41.43		\$200.00		\$241.43	\$0.00
		ZPSEF	PUBLIC SAFETY EQUIPMENT FUND	\$422.91				\$422.91	\$0.00
		ZSMEN	SPOUSAL MAINTENANCE FUND	\$62.45				\$62.45	\$3.12
		ZSTAT	STATE TREASURER - GENERAL FUND	\$13.45				\$13.45	\$0.67
		ZTECH	TECHNICAL REGISTRATION FUND	\$120.00				\$120.00	\$6.00
		ZVRIF	VICTIMS RIGHTS IMPLEMENTATION	\$25.00		\$25.00		\$50.00	\$2.50
		ZPRS9	ZPRS9	\$279.83		\$35.00		\$314.83	\$15.74
Agency Name : OVERPAYMENT FUND									
ZOVER	OVERPAYMENT FUND	ZOVER	OVERPAYMENT FUND	\$80.00				\$80.00	\$0.00
Agency Name : RESTITUTION									
ZREST	RESTITUTION	ZREST	RESTITUTION	\$31170.01		\$115.99		\$31286.00	\$0.00
Total:				\$113091.62		\$0.00		\$113091.62	\$2107.22
Less Shaded Areas:								-56,987.54	
Less Hold Receipts:								-552.01	
								55,552.07	
Less FARE:								-438.23	
								\$55,113.84	

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STATE OF ARIZONA)
)
County of Gila) ss:

ANITA ESCOBEDO, being first duly sworn according to law,
Deposes and says:

That she is the Clerk of the Superior Court of the State of Arizona, in and for the County of Gila, and that the annexed and foregoing report contains a true and correct statement of all fees collected by her in the office of said Clerk during the month of JANUARY 2016.


ANITA ESCOBEDO
Clerk of the Superior Court
Of Gila County, Arizona

SUBSCRIBED AND SWORN to before me this 9TH day of FEBRUARY 2016.


Vicki S. Aguilar
Chief Deputy

ARF-3640

Consent Agenda Item 3. L.

Regular BOS Meeting

Meeting Date: 03/15/2016

Reporting Period: February 2016

Submitted For: Jesse Bolinger, Justice of the Peace-Globe Region

Submitted By: Mary Navarro, Justice Court Operations Mgr.

Information

Subject

Globe Regional Justice of the Peace's Office monthly report for February 2016.

Suggested Motion

Acknowledgment of the February 2016 monthly activity report submitted by the Globe Regional Justice of the Peace's Office.

Attachments

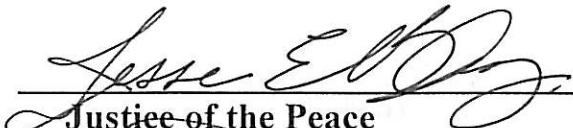
Monthly Report for February 2016

GLOBE REGIONAL JUSTICE COURT MONTHLY TRUST REPORT

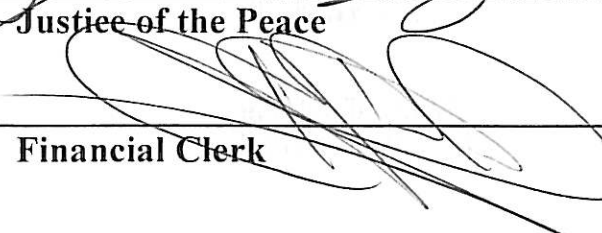
For the Month of: FEBRUARY, 2016

BONDS

BALANCE AT THE BEGINNING OF THE MONTH	\$7121.10
RECEIVED DURING THE MONTH	\$6261.54
DISBURSED DURING THE MONTH	\$5996.56
BALANCE AT THE END OF THE MONTH	\$7386.08



Justice of the Peace



Financial Clerk

*Auditor General: Monthly trust report-summarize the courts bond and deposit transactions - although bond and deposit monies remain in the court bonds account, it must be included in financial reports – the report must be filed with the county disbursement and it must indicate beginning balances, deposits, withdrawals and balances due.

FEB., 2015	AZTEC	ACCOUNT	ACCOUNT	TOTAL AMOUNT	5% FILL THE GAP	ADJUSTED
FUND NAME	CODE	CODE	CODE	ALLOCATED	SET ASIDE	BALANCE
Bulk Merchandise Civil Penalty	ZBULK		STATE	\$ -	\$ -	\$ -
Child Passenger Restraint	ZCPRF		STATE	\$ 268.83	\$ 13.45	\$ 255.38
Drug and Gang Enforcement Fines	ZDECJF		STATE	\$ 453.93	\$ 22.70	\$ 431.23
Domestic Violence Shelter Fund	ZDVSF		STATE	\$ 126.80	\$ 6.34	\$ 120.46
FARE Special Collection Fee 19%	ZFAR1		STATE	\$ 5,056.22	\$ -	\$ 5,056.22
FARE Delinquency Fee \$35.00	ZFAR2		STATE	\$ 2,877.65	\$ -	\$ 2,877.65
Game and Fish - Wildlife	ZGF		STATE	\$ -	\$ -	\$ -
Extra DUI Assessment \$500	ZGFDU		STATE	\$ 2,568.77	\$ 128.44	\$ 2,440.33
HURF 1 28-5438, 2533C	ZHRF1		STATE	\$ -	\$ -	\$ -
HURF 3 28-5433C, 4139	ZHRF3		STATE	\$ -	\$ -	\$ -
HURF - to DPS	ZHRFD		STATE	\$ -	\$ -	\$ -
Registrar of Contractors	ZRCA		STATE	\$ -	\$ -	\$ -
Display Suspended Plates (DPS)	ZSLPD		STATE	\$ 33.09	\$ 1.66	\$ 31.43
State Photo Enforcement Base Fine	ZSPBF		STATE	\$ -	\$ -	\$ -
State Photo Enforcement Clean Election Surcharge	ZSPCE		STATE	\$ -	\$ -	\$ -
Public Safety Equipment Fund	ZPSEF		STATE	\$ 2,592.00	\$ 129.60	\$ 2,462.40
Alternative Dispute Resolution	ZADR	848-2061	T848-2061	\$ 41.24	\$ 2.07	\$ 39.17
Arson Detection Reward Fund 41-2167D	ZADRF	901-2061	T901-2061	\$ -	\$ -	\$ -
Confidential Address Assessment - State Treasurer	ZCAA1	884-2061		\$ 120.47	\$ 6.03	\$ 114.44
Confidential Address Assessment - Local	ZCAA2	1005-311-3800-30		\$ 6.34	\$ 0.32	\$ 6.02
Citizens Clean Elections	ZCEF	888-2061	T888-2061	\$ 1,890.81	\$ -	\$ 1,890.81
Criminal Justice Enhancement 67%	ZCJEF	812-2061	T812-2061	\$ 9,151.73	\$ 457.59	\$ 8,694.14
Defensive Driving Diversion Fee	ZDDS	1005.311-3510.10	X105-4831	\$ 1,700.00	\$ 85.00	\$ 1,615.00
DNA State Surcharge 3% 12-116.01C	ZDNAS	872-2061	T872-2061	\$ 1,028.64	\$ 51.44	\$ 977.20
DUI Abatement	ZDUIA	889-2061	T889-2061	\$ 50.21	\$ 2.52	\$ 47.69
Elected Officials Retirement Fund 15.30%	ZEORF	801-2061	T801-2061	\$ 308.78	\$ 15.44	\$ 293.34
Extra Adult Probation Assessment	ZEXAP	4042.335-3405.30	X25001335-4835	\$ 44.04	\$ 2.21	\$ 41.83
Base Fees (General Fund)	ZFEE	1005.311-3400.15	X105-4615	\$ 891.91	\$ 44.60	\$ 847.31
Forensic Investigation Fund	ZFIF			\$ -	\$ -	\$ -
Base Fines (General Fund)	ZFINE	1005.311-3510.10	X105-4831	\$ 18,817.96	\$ 940.90	\$ 17,877.06
Fill the Gap Surcharge 7%	ZFTGS	896-2061	T870-2061	\$ 1,311.93	\$ 65.60	\$ 1,246.33
Failure To Pay Warrant Surcharge 10%	ZFTPS	1005.311.3400.17	X10501311-4861	\$ 2,263.94	\$ 113.20	\$ 2,150.74
HURF - to Sheriff's Office 28-5533G	ZHRFS	1005.300-3400.15	X1050234-4615	\$ -	\$ -	\$ -
Judicial Collection Enhancement \$7	ZJCL	4740.311-3400.15	X357-4615	\$ 895.51	\$ -	\$ 895.51
Judicial Collection Enhancement Local %	ZJCLF	1005.311-3400.15	X105-4615	\$ 137.36	\$ -	\$ 137.36
Judicial Collection Enhancement \$13	ZJCS	840-2061	T840-2061	\$ 1,663.11	\$ -	\$ 1,663.11
Judicial Collection Enhancement %PC	ZJCSF	840-2061	T840-2061	\$ 314.41	\$ 15.73	\$ 298.68
Jail (Incarceration) Fees	ZJF	1005.300-3405.40	X10502442-4651	\$ 682.64	\$ -	\$ 682.64
Local Costs	ZLCL1-5	1005.311-3400.10	X105-4450	\$ 289.92	\$ 14.50	\$ 275.42
Cost of Prosecution Reimbursement 60%	ZLCL6	3544.301-3400.11	X182-4620	\$ 242.67	\$ -	\$ 242.67
Cost of Prosecution Reimbursement 40%	ZLCL6	4574.333-3400.16	X22601333-4864	\$ 161.78	\$ -	\$ 161.78
County Attorney Bad Check Program	ZLCL7	3545.301-3400.11	X183-4620	\$ 250.00	\$ 12.50	\$ 237.50
Law Enforcement Boating Safety Fund	ZLEAB			\$ -	\$ -	\$ -
Miscellaneous Fees - Local	ZMISC	1005.311-3400.15	X105-4615	\$ 324.30	\$ 16.22	\$ 308.08
Medical Services Enhancement 13%	ZMSEF	813-2061	T813-2061	\$ 2,519.61	\$ 125.99	\$ 2,393.62
2011 Additional Assessment - State Treasurer	ZOS1	930-2061	T930-2061	\$ 1,294.79	\$ 64.74	\$ 1,230.05
2011 Additional Assessment - County Treasurer	ZOS2	931-2061	T931-2061	\$ 161.82	\$ 8.10	\$ 153.72
Officer Safety Equipment - City Police - Globe (CP)	ZOS3	932-2061	T932-2061	\$ 102.79	\$ 5.14	\$ 97.65
Officer Safety Equipment - Sheriff (SHF)	ZOS4	933-2061	T933-2061	\$ 101.55	\$ 5.08	\$ 96.47
Officer Safety Equipment - DPS (DPS)	ZOS5	934-2061	T934-2061	\$ 412.67	\$ 20.64	\$ 392.03
Officer Safety Equipment - MVD/ADOT (MVD)	ZOS6	935-2061	T935-2061	\$ -	\$ -	\$ -
Officer Safety Equipment - Game and Fish (GF)	ZOS7	936-2061	T936-2061	\$ 0.54	\$ 0.03	\$ 0.51
Officer Safety - Registrar of Contractors (ROFC)	ZOS8	937-2061	T937-2061	\$ -	\$ -	\$ -
Animal Control	ZOS10	937-2061		\$ 8.00	\$ 0.40	\$ 7.60
Officer Safety Equipment - Globe Fire (FD)	ZOS13	938-2061	T938-2061	\$ -	\$ -	\$ -
Officer Safety Equipment - County Attorney	ZOS14	953-2061	T953-2061	\$ 7.07	\$ 0.36	\$ 6.71
Arizona Department of Insurance (ADOI)	ZOS15	939-2061	T939-2061	\$ -	\$ -	\$ -
Officer Safety Equipment - Miami Police Dept. (MPD)	ZOS16	940-2061	T940-2061	\$ 9.82	\$ 0.50	\$ 9.32
Health and Human Services (HHS)	ZOS17	941-2061	T941-2061	\$ -	\$ -	\$ -
Gila County Animal Control (R)	ZOS18	942-2061	T942-2061	\$ -	\$ -	\$ -
Officer Safety - San Carlos Tribal Police (SCPD)	ZOS19	943-2061	T943-2061	\$ 4.12	\$ 0.21	\$ 3.91
TriCity Fire Department (TRIFI)	ZOS20	944-2061	T944-2061	\$ -	\$ -	\$ -
San Carlos Game and Fish (SCGF)	ZOS23	945-2061	T945-2061	\$ -	\$ -	\$ -
Officer Safety Equip. - Hayden Police Dept. (HPD)	ZOS24	946-2061	T946-2061	\$ -	\$ -	\$ -
Arizona Department of Liquor (ADL)	ZOS25	947-2061	T947-2061	\$ 0.86	\$ 0.05	\$ 0.81
Officer Safety Equipment - Attorney General Office	ZOS26	953-2061		\$ -	\$ -	\$ -
Overpayment Forfeited	ZOVF	1005.311.3510.10	X105-4831	\$ 9.88	\$ 0.50	\$ 9.38
Adult Probation Fee	ZPBA	4042.335-3405.30	X25001335-4835	\$ 176.18	\$ 8.81	\$ 167.37
Prison Construction Fund	ZPCOF	908-2061	T908-2061	\$ 4,302.36	\$ 215.12	\$ 4,087.24
Probation Surcharge 2006 (\$10.00)	ZPRS6	871-2061	T871-2061	\$ 93.44	\$ 4.67	\$ 88.77
Probation Surcharge 2009 (\$20.00)	ZPRS9	871-2061	T871-2061	\$ 3,490.26	\$ 174.51	\$ 3,315.75
Probation Surcharge \$5.00	ZPRSU	871-2061	T871-2061	\$ 56.95	\$ 2.85	\$ 54.10
Public Defender Fees	ZPUBZ	1005.345-3300.00	X105-4429	\$ 93.64	\$ -	\$ 93.64
Reimbursement to County Attorney 60%	ZREIM	3544.301.3400.11	X182-4620	\$ 2,726.96	\$ -	\$ 2,726.96
Reimbursement to County Attorney 40%	ZREIM	4574.333.3400.16	X22601333-4864	\$ 1,817.97	\$ -	\$ 1,817.97
Security Enhancement Fee	ZSECE			\$ -	\$ -	\$ -
State Highway Fund	ZSHVY			\$ -	\$ -	\$ -
State Highway Work Zone Fund	ZSHWZ		T855-2061	\$ -	\$ -	\$ -
Display Suspended Plates (Sheriff's Office)	ZSLPS	1005.300-3510.10	X105-4264	\$ 7.44	\$ 0.38	\$ 7.06
Technical Registration Fund (\$15 Drug Offenses)	ZTECH			\$ 15.00	\$ 0.75	\$ 14.25
Victims Assistance Fund	ZVAF		T814-2061	\$ -	\$ -	\$ -
Victim Rights Enforcement Fund	ZVREA	957-2061	T957-2061	\$ 246.25	\$ 12.32	\$ 233.93
Local Warrant Fee	ZWAR			\$ -	\$ -	\$ -
DARE - Sheriff's Office	ZDASO		SHERIFF D.A.R.E	\$ -	\$ -	\$ -
HURF - to City Police	ZHRFC		CITY POLICE	\$ -	\$ -	\$ -

Display Suspended Plates (Miami Police Dept.)	ZSLMP	CITY POLICE	\$ -	\$ -	\$ -
Display Suspended Plates (City Police)	ZSLPC	CITY POLICE	\$ 16.24	\$ 0.82	\$ 15.42
TOTALS			\$ 74,243.20	\$ 2,800.03	\$ 71,443.17
TOTAL ADJUSTED BALANCE VERIFICATION					\$ 71,443.17
TOTAL RESTITUTION RECEIVED					\$ 958.22
TOTAL RECEIPTS THIS MONTH					\$ 75,201.42

DATE	CHECK NO.	AMOUNT	MONTHLY REMITTANCE TO:
3/2/2016	9106	\$ 13,675.10	ARIZONA STATE TREASURER
3/2/2016	9107	\$ 60,552.68	GILA COUNTY TREASURER
		\$ -	GILA COUNTY SHERIFF D.A.R.E.
3/2/2016	9108	\$ 15.42	CITY POLICE SUSPENDED PLATES
		\$ 74,243.20	TOTAL DISTRIBUTIONS THIS MONTH

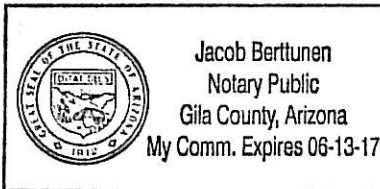
I, Jesse E. Bolinger, Justice of the Peace for the Globe Regional Justice Court, do hereby certify that the foregoing is a true and correct account of funds, to the best of my knowledge and belief, collected by me for the month of FEB., 2015.

Jesse E. Bolinger
Justice of the Peace

Subscribed and Sworn to before me this 2nd day of March, 2016

[Signature]
Notary Public

My Commission Expires: 13 June 2017



ARF-3635

Consent Agenda Item 3. M.

Regular BOS Meeting

Meeting Date: 03/15/2016

Reporting Period: January 2016

Submitted For: Dorothy Little, Justice of the Peace-Payson Region

Submitted By: Dorothy Little, Justice of the Peace-Payson Region

Information

Subject

Payson Regional Justice of the Peace's January 2016 monthly activity report.

Suggested Motion

Acknowledgment of the January 2016 monthly activity report submitted by the Payson Regional Justice of the Peace's Office.

Attachments

Jan 2016 Report

PAYSON JUSTICE COURT TREASURER'S RECAP

JANUARY, 2016	AZTEC	ACCOUNT	ACCOUNT	TOTAL AMOUNT	5% FILL THE GAP	ADJUSTED
FUND NAME	CODE	CODE	CODE	ALLOCATED	SET ASIDE	BALANCE
Alternative Dispute Resolution	ZADR	0848000-000-000-2061-00	T848-2061	\$ 53.65	\$ 2.68	\$ 50.97
Arson Detection Reward Fund 41-2167D	ZADRF	0901000-000-000-2061-00	T901-2061	\$ -	\$ -	\$ -
Attorney Fee Reimbursement	ZATT	1005000-314-000-3400-11	X10501314004383	\$ 44.22	\$ -	\$ 44.22
Confidential Address Assessment - State Treasurer	ZCAA1	0834000-000-000-2061-00		\$ 47.50	\$ 2.38	\$ 45.12
Confidential Address Assessment - Local	ZCAA2	1005000-302-000-3800-30		\$ 2.50	\$ 0.13	\$ 2.37
Citizens Clean Elections	ZCEF	0888000-000-000-2061-00	T888-2061	\$ 937.89	\$ -	\$ 937.89
Criminal Justice Enhancement 67%	ZCJEF	0812000-000-000-2061-00	T812-2061	\$ 4,406.05	\$ 220.40	\$ 4,187.65
Defensive Driving Diversion Fee	ZDDS	1005000-314-000-3400-80	X105-4609	\$ 2,705.00	\$ 135.25	\$ 2,569.75
DNA State Surcharge 3% 12-118.01C	ZDNAS	0872000-000-000-2061-00	T872-2061	\$ 561.24	\$ 28.06	\$ 533.18
Elected Officials Retirement Fund 15.30%	ZEORF	0801000-000-000-2061-00	T801-2061	\$ 401.31	\$ 20.07	\$ 381.24
Base Fees (General Fund)	ZFEE	1005000-314-000-3400-15	X105-4815	\$ 1,184.74	\$ 59.24	\$ 1,125.50
Base Fines (General Fund)	ZFINE	1005000-314-000-3510-10	X105-4831	\$ 6,431.47	\$ 421.57	\$ 3,009.90
Fill the Gap Surcharge 7%	ZFTGS	0870000-000-000-2061-00	T870-2061	\$ 656.45	\$ 32.82	\$ 623.63
Failure To Pay Warrant Surcharge 10%	ZFTPS	1005000-314-000-3400-17	X10501314004861	\$ 39.82	\$ 1.98	\$ 37.84
Extra DUI Assessment \$500	ZGFDU	0912000-000-000-2061-00	T912-2061	\$ 117.01	\$ 5.85	\$ 111.16
Judicial Collection Enhancement \$7	ZJCL	0741000-314-000-3400-15	X36001314004615	\$ 385.35	\$ -	\$ 385.35
Judicial Collection Enhancement Local %	ZJCLF	0741000-314-000-3400-15	X36001314004615	\$ 178.40	\$ 8.92	\$ 169.48
Judicial Collection Enhancement \$13	ZJCS	0618000-000-000-2061-00	T818-2061	\$ 715.65	\$ -	\$ 715.65
Judicial Collection Enhancement %PC	ZJCSF	0840000-000-000-2061-00	T840-2061	\$ 408.67	\$ 20.43	\$ 388.24
Jail (Incarceration) Fees	ZJF	1005000-300-340-3405-40	X10502340004651	\$ 510.00	\$ -	\$ 510.00
Local Costs	ZLCL	1005000-314-000-3510-10	X105-4831	\$ -	\$ -	\$ -
Administrative Costs	ZMISC	1005000-314-000-3400-99	X105-4886	\$ 470.73	\$ 23.54	\$ 447.19
Medical Services Enhancement 13%	ZMSEF	0813000-000-000-2061-00	T813-2061	\$ 1,219.24	\$ 60.96	\$ 1,158.28
2011 Additional Assessment - State Treasurer	ZOS1	0930000-000-000-2061-00		\$ 1,063.09	\$ 53.15	\$ 1,009.94
2011 Additional Assessment - County Treasurer	ZOS2	0931000-000-000-2061-00		\$ 132.90	\$ 6.85	\$ 126.05
Officer Safety Equipment - City Police (CP)	ZOS3	0932000-000-000-2061-00		\$ 1.41	\$ 0.07	\$ 1.34
Officer Safety Equipment - Sheriff (SHF)	ZOS4	0933000-000-000-2061-00		\$ 76.92	\$ 3.85	\$ 73.07
Officer Safety Equipment - DPS (DPS)	ZOS5	0934000-000-000-2061-00		\$ 446.21	\$ 22.31	\$ 423.90
Officer Safety Equipment - MVD/ADOT (MVD)	ZOS6	0935000-000-000-2061-00		\$ -	\$ -	\$ -
Officer Safety Equipment - Game and Fish (GF)	ZOS7	0936000-000-000-2061-00		\$ 1.47	\$ 0.07	\$ 1.40
Officer Safety - Registrar of Contractors (ROC)	ZOS8			\$ -	\$ -	\$ -
Officer Safety Equipment - Animal Control (AC)	ZOS10	0942000-000-000-2061-00		\$ -	\$ -	\$ -
Officer Safety - Tonto Apache Police (TAR)	ZOS16	0950000-000-000-2061-00		\$ 5.41	\$ 0.27	\$ 5.14
Officer Safety - Department of Agriculture	ZOS17	0951000-000-000-2061-00		\$ -	\$ -	\$ -
Overpayment Forfeited	ZOVF	1005000-314-000-3510-10	X105-4831	\$ 1.02	\$ 0.05	\$ 0.97
Adult Probation Fee	ZPBA	4042000-335-000-3405-30	X25001335-4835	\$ 100.00	\$ 5.00	\$ 95.00
Probation Surcharge 2006 (\$10.00)	ZPRS6	0871000-000-000-2061-00	T871-2061	\$ 16.22	\$ 0.81	\$ 15.41
Probation Surcharge 2009 (\$20.00)	ZPRS9	0871000-000-000-2061-00	T871-2061	\$ 2,569.53	\$ 128.48	\$ 2,441.05
Probation Surcharge \$5.00	ZPRSU	0871000-000-000-2061-00	T871-2061	\$ 0.46	\$ 0.02	\$ 0.44
Public Safety Equipment	ZPSEF	0912000-000-000-2061-00	T912-2061	\$ 256.01	\$ 12.80	\$ 243.21
Reimbursement to County Attorney 60%	ZREIM	3544000-301-000-3400-11	X18201301004777	\$ 997.68	\$ -	\$ 997.68
Reimbursement to Superior Court 40%	ZREIM	4574000-333-000-3400-16	X226333004884	\$ 665.11	\$ -	\$ 665.11
Security Enhancement Fee (Local)	ZSECE			\$ -	\$ -	\$ -
Technical Registration Fund (\$15 Drug Offenses)	ZTECH	0833000-000-000-2061-00		\$ 15.00	\$ 0.75	\$ 14.25
Victim Rights Enforcement Fund	ZVREA	0957000-2061-00		\$ 234.31	\$ 11.72	\$ 222.59
Warrant Fee (Local)	ZWAR	1005000-314-000-3510-10	X105-4831	\$ -	\$ -	\$ -
AZ Native Plant Fund	ZANP		STATE	\$ -	\$ -	\$ -
Child Passenger Restraint	ZCPRF		STATE	\$ 43.99	\$ 2.20	\$ 41.79
Drug and Gang Enforcement Fines	ZDEGJ		STATE	\$ 34.64	\$ 4.23	\$ 30.41
DUI Abatement	ZDUIA		STATE	\$ 166.00	\$ 8.30	\$ 157.70
Domestic Violence Shelter Fund	ZDVSF		STATE	\$ 50.00	\$ 2.50	\$ 47.50
FARE Special Collection Fee 19%	ZFAR1		STATE	\$ 937.02	\$ -	\$ 937.02
FARE Delinquency Fee \$35.00	ZFAR2		STATE	\$ 747.12	\$ -	\$ 747.12
Game and Fish - Wildlife	ZGF		STATE	\$ 99.51	\$ 4.98	\$ 94.53
HURF 1 28-5438, 2533C	ZHRF1		STATE	\$ -	\$ -	\$ -
HURF 3 28-5433C, 4139	ZHRF3		STATE	\$ -	\$ -	\$ -
HURF - to DPS	ZHRFD		STATE	\$ -	\$ -	\$ -
Prison Construction Fund	ZPCOF		STATE	\$ 1,499.05	\$ 74.95	\$ 1,424.10
Registrar of Contractors	ZRCA		STATE	\$ -	\$ -	\$ -
State Highway Fund	ZSHWY		STATE	\$ -	\$ -	\$ -
State Highway Work Zone Fund	ZSHWZ		STATE	\$ -	\$ -	\$ -
Display Suspended Plates (DPS)	ZSLPD		STATE	\$ 649.71	\$ 32.49	\$ 617.22
State Photo Enforcement Base Fine	ZSPBF		STATE	\$ -	\$ -	\$ -
State Photo Enforcement Clean Election Surcharge	ZSPCE		STATE	\$ -	\$ -	\$ -
Bad Check Program - County Attorney	ZBAD		COUNTY ATTY	\$ -	\$ -	\$ -
HURF - to Sheriff's Office 28-5533G	ZHRFS		SHERIFF	\$ -	\$ -	\$ -
Display Suspended Plates (Sheriff's Office)	ZSLPS		SHERIFF	\$ 65.86	\$ 3.29	\$ 62.57
HURF - to City Police	ZHRFC		CITY POLICE	\$ -	\$ -	\$ -
Display Suspended Plates (City Police)	ZSLPC		CITY POLICE	\$ -	\$ -	\$ -
TOTALS				\$ 34,404.34	\$ 1,423.22	\$ 32,981.12
				TOTAL ADJUSTED BALANCE VERIFICATION		\$ 32,981.12

DATE	CHECK NO.	AMOUNT	MONTHLY REMITTANCE TO:
2/1/16	5570	\$ 30,194.38	GILA COUNTY TREASURER
	5571	\$ 4,147.39	ARIZONA STATE TREASURER
		\$ -	GILA COUNTY BAD CHECK PROGRAM
	5572	\$ 62.57	SHERIFF SUSPENDED PLATES AND HURF
		\$ -	CITY POLICE SUSPENDED PLATES AND HURF
		\$ 34,404.34	TOTAL DISTRIBUTIONS THIS MONTH

I, DOROTHY A. LITTLE, Gila County Justice of the Peace, do hereby certify this is a true and correct copy of the funds collected by Payson Justice Court for JANUARY, 2016.

DOROTHY A. LITTLE
Gila County Justice of the Peace

LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

Page 1 Processing

Court ID: 404

County: PAYSON REGIONAL JUSTICE COURT

Report Month/Year: January 2016

CRIMINAL TRAFFIC			
	D.U.I. (a)	Serious* Violations (b)	All Other Violations (c)
			TOTAL (d)
Pending 1st of Month	127	4	194
Filed	9	2	31
Transferred In	0	0	0
SUBTOTAL	136	6	225
Transferred Out	0	0	0
Other Terminations	17	2	24
TOTAL TERMINATIONS	17	2	24
Statistical Correction	0	0	0
Pending End of Month	119	4	201

*A.R.S. 28-661 (if misdemeanor), -662,-663,-664,-665,-693,-708. See Instructions.

TRAFFIC FAILURE TO APPEAR**								
Pending 1st of Month	Filed	Trans In	SUB- TOTAL	Trans Out	Other Term.	TOTAL TERM.	Stat. Corr.	Pending End of Month
260	5	0	265	0	6	6	0	259

****READ:** These are FORMAL FTA FILINGS AND DISPOSITIONS CHARGING ANOTHER CRIMINAL OFFENSE, not bench warrants for failure to appear. FTA filings should also have original traffic complaint recorded in the CRIMINAL TRAFFIC SECTION above until that traffic filing has been terminated. Issuing a bench warrant or an FTA does not terminate the traffic filing.

Criminal Traffic/FTA Court Trials Held: **0** Criminal Traffic/FTA Jury Trials Held: **0**

CIVIL TRAFFIC									
Pending 1st of Month	Filed	Trans In	SUB- TOTAL	Trans Out	Default Judg- ment	Other Term.	TOTAL TERM.	Stat. Corr.	Pending End of Month

483 234 0 717 0 19 178 197 0 520

Civil Traffic Hearings Held: **0**

VIOLATIONS OF A.R.S. 28-702.01 AND 28-702.04 (Part of Civil Traffic Above)									
Filed	46	Trans In	0	TOTAL	46				

LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

Court ID: 404

Page 2 Processing

County: PAYSON REGIONAL JUSTICE COURT

Report Month/Year: January 2016

	MISDEMEANOR								
	Pending 1st of Month (a)	Filed (b)	Trans In (c)	SUB TOTAL (d)	Tran Out (e)	Other Term (f)	TOTAL TERM (g)	Stat. Corr. (h)	Pending End of Month (j)
Misdemeanor (Non-Traffic)	602	43	0	645	0	34	34	0	611
Failure to Appear (Non-Traffic)	50	0	0	50	0	1	1	0	49
TOTAL	652	43	0	695	0	35	35	0	660

TRIALS HELD

Misdemeanor Court/FTA Trials Held: **1** Misdemeanor/FTA Jury Trials Held: **0**

FELONY								
Pending 1st of Month (a)	Filed (b)	Trans In (c)	SUB TOTAL (d)	Trans Out (e)	Other Term (f)	TOTAL TERM (g)	Stat. Corr. (h)	Pending End of Month (j)
33	7	0	40	0	7	7	0	33

Felony Preliminary Hearings Held: **0** Felony, Misdemeanor, Criminal Traffic Initial: Appearances: **135**

LOCAL NON-CRIMINAL ORDINANCES						
	Pending 1st of Month	Filed	SUB- TOTAL	Terminated	Stat. Corr.	Pending End of Month
Parking	0	0	0	0	0	0
Non-Parking	0	0	0	0	0	0
TOTAL	0	0	0	0	0	0

LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

Page 3 Processing

Court ID: 404

County: PAYSON REGIONAL JUSTICE COURT

Report Month/Year: January 2016

CIVIL COMPLAINTS

	Small Claims (a)	Forcible Detainer/ Eviction Action (b)	Other Civil (c)	TOTAL (d)
Pending 1st of Month	29	5	199	233
Filed	4	10	22	36
Transferred In	0	0	0	0
SUBTOTAL	33	15	221	269
Transferred Out	0	0	0	0
Other Terminations	0	11	16	27
TOTAL TERMINATIONS	0	11	16	27
Statistical Correction	0	0	0	0
Pending End of Month	33	4	205	242

Small Claims Hearings Held/Defaults: 0 Civil Court Trials Held: 7

Small Claims Hearings Held/Defaults Before Volunteer Hearing Officer: 0 Civil Jury Trials Held: 0

DOMESTIC VIOLENCE/HARASSMENT PETITIONS

	Filed	Order Issued	Petition Denied	TOTAL TERM.
Domestic Violence	16	14	1	15
Harassment	11	8	3	11

HEARINGS HELD TO REVOKE OR MODIFY ORDER OF PROTECTION INJUNCTION AGAINST HARASSMENT

Order of Protection: 11 Injunction Against: 1

SPECIAL PROCEEDINGS/ACTIVITIES

Peace Bond Complaints Filed:	0	Fugitive Complaints Filed:	0
Juvenile Hearings Held:	0	Search Warrants Issued:	12

LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

Page 4 Processing

Court ID: 404

Report Month/Year:

County: PAYSON REGIONAL JUSTICE COURT

January 2016

WARRANTS OUTSTANDING

TRAFFIC WARRANTS OUTSTANDING

D.U.I.	132
Serious Violations	4
All Other Violations	486
TRAFFIC TOTAL	622

CRIMINAL WARRANTS OUTSTANDING

Felony	37
Misdemeanor	539
CRIMINAL TOTAL	576

MAIL BY THE 20TH WORKING DAY OF MONTH:

Arizona Supreme Court
Administrative Office of the Courts
1501 W. Washington St., Suite 410
Phoenix, AZ 85007-3327

ATTN: Research/Statistics Unit
(602) 542-9376


Signature of the Judge/Magistrate (or designee)


Name of Preparer

2-18-16
Date of Preparation

ARF-3644

Consent Agenda Item

3. N.

Regular BOS Meeting

Meeting Date: 03/15/2016

Reporting Period: January 2016

Submitted For: Colt White, Payson Regional Constable

Submitted By: Michelle Keegan, Constable Clerk

Information

Subject

Payson Regional Constable's Office Monthly Report for January 2016

Suggested Motion

Acknowledgment of the January 2016 monthly activity report submitted by the Payson Regional Constable's Office.

Attachments

Payson Regional Constable's Office monthly report for January 2016

Deputy Constable



Michelle Keegan
Clerk of the Constable

Office of
Payson Regional Constable
Colt White

January 2016 MONTHLY REPORT

TABLE OF CONTENTS

MONTHLY ACTIVITY LETTER

MONTHLY COMPARISON SHEET

FEES COLLECTED

STATUS SUMMARY REPORT

SERVICE SUMMARY REPORT

MILEAGE CHART

TREASURER'S RECEIPT

Deputy Constable



Michelle Keegan
Clerk of the Constable

Office of
Payson Regional Constable
Colt White

February 2, 2016

Gila County Board of Supervisors
Gila County Courthouse
1400 East Ash Street
Globe, Arizona 85501


PAYSON REGIONAL CONSTABLE'S OFFICE MONTHLY ACTIVITY LETTER

For the month of **January, 2016**, the Payson Regional Constable's Office:

- ◆ Received a total of **142** papers for service
- ◆ Drove a total of **1,317** miles
- ◆ Collected a total of **\$1,152.00** as follows:

• Check Total	\$476.00
• Cash Total	<u>\$676.00</u>
• Total Deposited	\$1,152.00
• Less Writ Fee (2 @ \$5.00/each) Collected (Check #2414/Treasurer's Receipt #98431)	<u>(\$ 10.00)</u>
• Paid to General Fund (Check #2415/Treasurer's Receipt #98432)	\$1,142.00
• Additional funds from the Town of Payson paid into General Fund for process serving by the Payson Regional Constable	<u>\$ 875.00</u>
Grand Total Paid to General Fund	<u>\$2,017.00</u>

Respectfully submitted,



Colt White
Payson Regional Constable
Gila County, Payson, Arizona

Deputy Constable



Michelle Keegan
Clerk of the Constable

Office of
Payson Regional Constable
Colt White

PAYSON REGIONAL CONSTABLE'S OFFICE STATISTICS
MONTHLY TOTALS FOR FISCAL YEAR 2015-2016

2015-2016 MONTH	TOTAL PAPERS	MILES DRIVEN	FEES COLLECTED	CONTRACT INCOME	ADJUSTED TOTAL
JULY	114	878	\$1,345.00	\$875.00	\$2,220.00
AUGUST	202	1,029	\$1,396.24	\$875.00	\$2,271.24
SEPTEMBER	104	791	\$1,383.00	\$875.00	\$2,258.00
OCTOBER	285	961	\$993.60	\$875.00	\$1,868.60
NOVEMBER	96	801	\$1,128.80	\$875.00	\$2,003.80
DECEMBER	170	1,044	\$636.20	\$875.00	\$1,511.20
JANUARY	142	1,317	\$1,152.00	\$875.00	\$2,027.00
FEBRUARY					
MARCH					
APRIL					
MAY					
JUNE					
YEAR TOTAL:	1,113	6,821	\$8,034.84	\$6,125.00	\$14,159.84



Payson Regional Constable's Office

Cash Received Report, by Name

<u>Name</u>	<u>Process #</u>	<u>Received</u>	<u>Receipt #</u>	<u>Amount Received</u>
Adair, Boyd	1601PR085	01/28/16	750	48.00

				48.00
Berkshire Hathaway Home Svcs,	1601PR022	01/13/16	734	48.00

				48.00
Canfield, Ruth Ann	1601PR016	01/11/16	733	40.00

				40.00
Cooper, James Walter	1601PR014	01/11/16	731	48.00

				48.00
Dawson, Kenneth	1601PR037	01/19/16	739	40.00

				40.00
Evans Dove & Nelson PLC,	1601PR055	01/22/16	745	48.00

				48.00
Fast Track Legal,	1601PR061	01/22/16	746	40.00

				40.00
Harizi, Safet	1601PR023	01/13/16	735	40.00

				40.00
JJL Process Corp,	1601PR050	01/20/16	742	69.00
	1601PR083	01/27/16	749	69.00

				138.00
Johnson, Lisa	1601PR024	01/13/16	736	40.00
	1601PR025	01/13/16	737	24.00
	1601PR031	01/15/16	738	48.00

				112.00

Little Stinker,	1601PR079	01/26/16	747	40.00
	1601PR080	01/26/16	748	60.00

				100.00
Morris, Denise Adine	1601PR039	01/19/16	740	96.00

				96.00
Sexton, Cheri Lynn	1601PR051	01/20/16	743	48.00

				48.00
Sexton, Paul Kent	1601PR012	01/11/16	729	48.00
	1601PR013	01/11/16	730	48.00

				96.00
Solcito Investments LLC,	1601PR015	01/11/16	732	48.00

				48.00
Thompson Montgomery & DeRose,	1601PR086	01/29/16	751	74.00

				74.00
Vanderweel, Willem P	1601PR043	01/19/16	741	48.00
	1601PR054	01/21/16	744	40.00

				88.00

	Total Cash			1152.00
	Received:			

Report Includes:

All transaction dates between `01/01/16` and `01/31/16`, All received by persons, All courts, All agencies matching `PRCO`, All transaction codes matching `CR, GR;`, All cptbproc action codes matching `1, 11`



Payson Regional Constable's Office

Process Status Report, by Process Type

<u>Process Description</u>	<u>Total</u>	<u>Active</u>		<u>Served</u>		<u>Retd/Unsrvd</u>	
Arrest Warrant	67	67	100.00	0	0.00	0	0.00
Civil Citation	1	0	0.00	1	100.00	0	0.00
Criminal Subpoena	20	1	5.00	19	95.00	0	0.00
Civil Summons	2	0	0.00	2	100.00	0	0.00
Civil Subpoena	1	0	0.00	1	100.00	0	0.00
Divorce Packet	1	1	100.00	0	0.00	0	0.00
Hearing Prior to Issue of IAH	1	0	0.00	1	100.00	0	0.00
Injunction Against Harassment	5	0	0.00	5	100.00	0	0.00
Notice and Summons	1	0	0.00	1	100.00	0	0.00
Notice to Appear; Petition	10	0	0.00	10	100.00	0	0.00
Order of Protection	15	0	0.00	14	93.33	1	6.67
Summons and Complaint	2	0	0.00	2	100.00	0	0.00
Summons Forcible Detainer	11	0	0.00	11	100.00	0	0.00
Criminal Summons	3	0	0.00	2	66.67	1	33.33
Writ of Garnishment Non Earnin	2	0	0.00	2	100.00	0	0.00
Totals	142	69	48.59	71	50.00	2	1.41

Report Includes:

All receive dates between `00:00:00 01/01/16` and `23:59:59 01/31/16`, All process types, All officers, All courts, All agencies matching `PRCO`, All serve flags matching `1`



Payson Regional Constable's Office

Civil Process Service Attempts Summary

To Be Served: Azrak, Michael S.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
202 Vendetta Dr, Young	McClure, J		NO
Time/Date: 10:18:00 01/25/16			
202 Vendetta Dr, Young	McClure, J	Michael Azrak	YES
Time/Date: 20:15:00 01/25/16			

To Be Served: Badger, Miranda

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
9318 W GIBSON RANCH RD; Unit 5, Payson	Todd, Travis	Posted @ Residence/Mailed	YES
Time/Date: 17:39:00 01/20/16			

To Be Served: Bahe, Leslie E.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
501 E Lorene, Payson	Cross, J	Leslie Bahe	YES
Time/Date: 10:35:00 01/16/16			

To Be Served: [REDACTED]

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
[REDACTED]	Cross, J	[REDACTED]	YES
Time/Date: 10:35:00 01/16/16			

To Be Served: Barkdull, Roseanna M.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
110 W AIRPORT RD; unit 4, Payson	Michelle Keegan		NO
Time/Date: 15:55:00 01/04/16			
110 W AIRPORT RD; unit 4, Payson	Michelle Keegan		NO
Time/Date: 16:35:00 01/06/16			

To Be Served: Bauman, Larry R. II

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
104 N DEER CREEK RD, Payson	Todd, Travis		NO
Time/Date: 19:07:00 01/14/16			
423 N DEER CREEK RD, Payson	Mark Essary	Larry R Bauman	YES
Time/Date: 09:50:00 01/15/16			
To Be Served: BBVA Compass Bank			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
613 S Beeline Hwy, Payson	Matthew Binney		NO
Time/Date: 17:28:00 01/20/16			
613 S Beeline Hwy, Payson	Cronk, R C	Bryan Bollier	YES
Time/Date: 09:21:00 01/21/16			
To Be Served: Begay, Tyrell L.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
329 N MCLANE RD #F; FOREST HILLS, Payson	Engler, D B		NO
Time/Date: 18:37:00 01/04/16			
329 N MCLANE RD #F; FOREST HILLS, Payson	Michelle Keegan		NO
Time/Date: 10:30:00 01/05/16			
329 N MCLANE RD #F; FOREST HILLS, Payson	Michelle Keegan		NO
Time/Date: 13:33:00 01/07/16			
329 N MCLANE RD #F; FOREST HILLS, Payson	David Hornung		NO
Time/Date: 13:34:00 01/07/16			
To Be Served: Beutler, Beth			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
604 E MILLER RD, Payson	Michelle Keegan		NO
Time/Date: 15:55:00 01/04/16			
604 E MILLER RD, Payson	Michelle Keegan		NO
Time/Date: 10:15:00 01/05/16			

502 W JONES DR, Payson	Matthew Binney	Beth Beutler	YES
Time/Date: 13:21:00 01/05/16			
<hr/>			
To Be Served: Brown, Deborah K.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1156 S Forest Service rd 184, Payson	Cross, J	Deborah Brown	YES
Time/Date: 09:40:00 01/20/16			
<hr/>			
To Be Served: Campbell, Jessica			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
831 S TONTO CREEK DR, Payson	Newman, W D	Jessica Campbell	YES
Time/Date: 14:12:00 01/19/16			
<hr/>			
To Be Served: Canfield, Ruth A.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
605 N SPUR CIR, Payson	Dirks, B C	Ruth Canfield	YES
Time/Date: 21:37:00 01/13/16			
<hr/>			
To Be Served: Canyon State Credit Union			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
254 E STHY 260, Payson	Newman, W D	Romaine L Heap	YES
Time/Date: 16:35:00 01/28/16			
<hr/>			
To Be Served: Clifford, Kerri L.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
501 E BONITA ST, Payson	Michelle Keegan		NO
Time/Date: 08:51:00 01/22/16			
<hr/>			
To Be Served: Coberly, Scott R.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
107 E Bonita St #22, Payson	Matthew Binney	Scott Russell	YES
Time/Date: 17:30:00 01/11/16			
<hr/>			
To Be Served: Cotney, Adam L.			

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
108 W MAIN ST, Payson	William Carlson	Adam Cotney	YES
Time/Date: 10:20:00 01/13/16			
To Be Served: Cristenson, Leah L.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1200 S BEELINE HWY; MANDARIN HOUSE, Engler, D B Payson			NO
Time/Date: 17:28:00 01/12/16			
1107 S MCLANE RD; unit 29, Payson	Baltz, K A		NO
Time/Date: 13:01:00 01/13/16			
1107 S MCLANE RD; unit 29, Payson	Cross, J		NO
Time/Date: 09:10:00 01/14/16			
108 W MAIN ST, Payson	Hanse, R G	Leah Lynn Cristenson	YES
Time/Date: 10:55:00 01/14/16			
To Be Served: Cronin, Billy D.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
605 S TONTO ST, Payson	Michelle Keegan		NO
Time/Date: 15:55:00 01/04/16			
605 S TONTO ST, Payson	Michelle Keegan		NO
Time/Date: 17:09:00 01/05/16			
To Be Served: Dando, Sidney A.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
2609 W Graff Dr, Payson	Newman, W D	Deborah Dando	YES
Time/Date: 12:37:00 01/05/16			
To Be Served: Daniels, Kathleen			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
17409 N 59th Ln, Glendale	Michelle Keegan		NO
Time/Date: 16:35:00 01/06/16			
To Be Served: Davies, Jesse T.			

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
108 W MAIN ST, Payson	Todd, Travis	PPD Clipboard	YES
Time/Date: 16:46:00 01/20/16			
<hr/>			
To Be Served: Deaton, Justin			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
303 N Beeline Hwy, Payson	Labonte, C	PPD Clipboard	YES
Time/Date: 20:51:00 01/22/16			
<hr/>			
To Be Served: [REDACTED]			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
[REDACTED]	Cross, J	[REDACTED]	YES
Time/Date: 14:02:00 01/13/16			
<hr/>			
To Be Served: Diamond, Sharon L.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
211 S Tonto St, Payson	Cross, J	Sharon Diamond	YES
Time/Date: 14:02:00 01/13/16			
<hr/>			
To Be Served: Dinges, Derek W.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
605 N SPUR CIR; unit B, Payson	Dirks, B C	Derek Dinges	YES
Time/Date: 21:37:00 01/13/16			
605 N SPUR CIR; unit B, Payson	Dirks, B C	Derek Dinges	YES
Time/Date: 20:46:00 01/15/16			
<hr/>			
To Be Served: Eldredge, Sherwood			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
303 N BEELINE HWY, Payson	Labonte, C	PPD Clipboard	YES
Time/Date: 20:51:00 01/22/16			
<hr/>			
To Be Served: Fahnestock, Alesha J.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>

801 E FRONTIER ST, Payson	Matthew Binney		NO
Time/Date: 13:05:00 01/05/16			
208 N GRANITE DR, Payson	Michelle Keegan		NO
Time/Date: 16:35:00 01/06/16			
<hr/>			
To Be Served: Fevold, Brandon S.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
8192 W Sepia Rd, Payson	Nudson, T E		NO
Time/Date: 11:34:00 01/08/16			
8186 W STALLION RD, Payson	Halenar, R	Brandon Fevold	YES
Time/Date: 15:10:00 01/11/16			
<hr/>			
To Be Served: [REDACTED]			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
[REDACTED]	Cross, J	[REDACTED]	YES
Time/Date: 10:50:00 01/16/16			
<hr/>			
To Be Served: Fey, Michael R.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
203 E FOREST DR; unit 7, Payson	Cross, J	Michael Fey	YES
Time/Date: 10:50:00 01/16/16			
<hr/>			
To Be Served: Frank, Erick M.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
8530 W ELK RD, Strawberry	Nudson, T E		NO
Time/Date: 12:30:00 01/08/16			
8530 W ELK RD, Strawberry	Nudson, T E	Erick Frank/Dawn Frank	YES
Time/Date: 13:00:00 01/08/16			
<hr/>			
To Be Served: Frank, John			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
421 S MOONLIGHT DR, Star Valley	Cross, J		NO
Time/Date: 09:30:00 01/01/16			

421 S MOONLIGHT DR, Star Valley	Cross, J		NO
Time/Date: 12:50:00 01/01/16			
<hr/>			
To Be Served: Fulton, Tawny			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
304 S MEADOW ST, Payson	Halenar, R	Tawny Fulton	YES
Time/Date: 12:55:00 01/11/16			
<hr/>			
To Be Served: Gist, Linda C.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
169 N LEES WAY, Payson	Matthew Binney	Linda Gist	YES
Time/Date: 12:00:00 01/04/16			
<hr/>			
To Be Served: Gonzales, Nicole M.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
612 N Snead Dr, Payson	Cross, J	Nicole Gonzales	YES
Time/Date: 11:10:00 01/14/16			
<hr/>			
To Be Served: Hamilton, Dane W.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
801 E FRONTIER ST; unit 34, Payson	Todd, Travis	Dane Hamilton	YES
Time/Date: 21:10:00 01/22/16			
<hr/>			
To Be Served: [REDACTED]			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
[REDACTED]	Halenar, R	Kim Heck	YES
Time/Date: 07:45:00 01/11/16			
<hr/>			
To Be Served: Heck, Kim			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
515 N GRAHAM RANCH RD, Payson	Halenar, R	Kim Heck	YES
Time/Date: 07:45:00 01/11/16			
<hr/>			
To Be Served: Hensley, Thoreina			

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
108 W Main Street, Payson	Hensley, T J	Thoreina Hensley	YES
Time/Date: 15:25:00 01/26/16			
To Be Served: Hill, Casey A.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
201 S Ponderosa, Payson	Dirks, B C	Casey Hill	YES
Time/Date: 21:25:00 01/13/16			
To Be Served: Hinton, Dawn C.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
505 N BRIARWOOD RD, Payson	Mark Essary		NO
Time/Date: 13:15:00 01/14/16			
To Be Served: Hinton, James B.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
300 W FRONTIER ST; unit 6, Payson	Cross, J		NO
Time/Date: 09:10:00 01/01/16			
300 W FRONTIER ST; unit 6, Payson	Michelle Keegan		NO
Time/Date: 11:05:00 01/05/16			
300 W FRONTIER ST; unit 6, Payson	Michelle Keegan		NO
Time/Date: 11:07:00 01/05/16			
300 W FRONTIER ST; unit 6, Payson	Michelle Keegan		NO
Time/Date: 11:35:00 01/05/16			
108 W MAIN ST, Payson	David Hornung	James Hinton	YES
Time/Date: 17:04:00 01/06/16			
To Be Served: Hoffman, Billy			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
303 N Beeline Highway, Payson	Labonte, C	PPD Clipboard	YES
Time/Date: 20:51:00 01/22/16			
To Be Served: Hollingsworth, Jeffrey A.			

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
831 S TONTO CREEK DR, Payson	Newman, W D	Jeffrey A. Hollingsworth	YES
Time/Date: 14:12:00 01/19/16			
To Be Served: Hollingsworth, Jesse L.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
831 S TONTO CREEK DR, Payson	Newman, W D	Jesse Lee Hollingsworth	YES
Time/Date: 14:12:00 01/19/16			
To Be Served: Hornung, David B.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
108 W Main Street, Payson	David Hornung	Sgt D Hornung	YES
Time/Date: 15:35:00 01/25/16			
To Be Served: Hughes, Tatum N.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
109 E GARRELS DR; unit B, Star Valley	Cross, J		NO
Time/Date: 10:35:00 01/20/16			
3870 E AZ HIGHWAY 260, Star Valley	Todd, Travis	Tatum Hughes	YES
Time/Date: 17:17:00 01/20/16			
To Be Served: Jafetsdottir, Svanhildur			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
608 E STHY 260, Payson	Cross, J	svanhildur Jafutsdottir	YES
Time/Date: 07:09:00 01/27/16			
To Be Served: Johnson, Lisa			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
605 N Spur Dr, Payson	Matthew Binney		NO
Time/Date: 18:10:00 01/11/16			
605 N Spur Dr, Payson	Cross, J	Lisa Johnson	YES
Time/Date: 09:40:00 01/13/16			

To Be Served: Kerszykowski, Leonard G.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
108 W Main St -Work, Payson	Hensley, T J	GCSO Clipboard	YES
Time/Date: 15:25:00 01/26/16			

To Be Served: Keyfauver, Lori

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
140 E BROWNSVILLE FLATS RD; unit 1, Tonto Basin	Halenar, R		NO
Time/Date: 13:53:00 01/19/16			
140 E BROWNSVILLE FLATS RD; unit 1, Tonto Basin	Michelle Keegan		NO
Time/Date: 10:23:00 01/22/16			
140 E BROWNSVILLE FLATS RD; unit 1, Tonto Basin	Halenar, R		NO
Time/Date: 15:30:00 01/25/16			
140 E BROWNSVILLE FLATS RD; unit 1, Tonto Basin	Halenar, R	Lori Keyfauver	YES
Time/Date: 11:36:00 01/26/16			

To Be Served: Knight, Mike

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1302 N BEELINE HWY; Unit Cottage, Payson	Cross, J	Posted/Mailed	YES
Time/Date: 13:36:00 01/13/16			
1302 N BEELINE HWY; Unit Cottage, Payson	Todd, Travis	Tabitha Goff	YES
Time/Date: 17:42:00 01/14/16			

To Be Served: LaBonte, Cole

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
108 W Main Street, Payson	David Hornung	GCSO Clipboard	YES
Time/Date: 16:25:00 01/25/16			

To Be Served: Landers, Karen A.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
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363 W ROUND VALLEY RD, Payson	McClure, J		NO
Time/Date: 15:14:00 01/04/16			
634 N BEELINE HWY, Payson	McClure, J		NO
Time/Date: 17:00:00 01/05/16			
108 W MAIN ST, Payson	McClure, J	Karen A Landers	YES
Time/Date: 18:00:00 01/05/16			
<hr/>			
To Be Served: Landers, Laina A.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
363 W ROUND VALLEY RD, Payson	McClure, J		NO
Time/Date: 15:14:00 01/04/16			
108 W MAIN ST, Payson	McClure, J	Laina A Landers	YES
Time/Date: 18:00:00 01/05/16			
<hr/>			
To Be Served: Lashley, Frederick E.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
	McClure, J	Frederic Lashley	YES
Time/Date: 17:00:00 01/25/16			
<hr/>			
To Be Served: Loyd, Stephen P.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1100 E SOUTH ST, Globe	Taylor, R C	Stephen Loyd	YES
Time/Date: 09:25:00 01/15/16			
<hr/>			
To Be Served: McDonough, Chris			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
108 W MAIN ST, Payson	Todd, Travis	PPD Clipboard	YES
Time/Date: 16:46:00 01/20/16			
<hr/>			
To Be Served: Montgomery, Steve			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
201 N Colcord Road, Payson	Nudson, T E	DPS Clipboard	YES
Time/Date: 16:44:00 01/08/16			

To Be Served: Morrissey, Kathleen M.

Service Attempt**Attempted By****Served On****Svd?**

203 E Forest Dr #7, Payson

Cross, J

Kathleen Morrissey

YES

Time/Date: 10:50:00 01/16/16

To Be Served: Mullins, Nathaniel

Service Attempt**Attempted By****Served On****Svd?**

303 N Beeline Hwy, Payson

Michelle Keegan

NO

Time/Date: 16:35:00 01/06/16

To Be Served: Nelson, Randee L.

Service Attempt**Attempted By****Served On****Svd?**

8046 W Cherry Ann, Mesa del, Payson

Cross, J

NO

Time/Date: 10:03:00 01/01/16

8046 W Cherry Ann, Mesa del, Payson

Matthew Binney

NO

Time/Date: 15:09:00 01/05/16

8046 W Cherry Ann, Mesa del, Payson

Halenar, R

NO

Time/Date: 15:24:00 01/11/16

8046 W Cherry Ann, Mesa del, Payson

Havey, M T

NO

Time/Date: 19:29:00 01/16/16

108 W MAIN ST, Payson

Newman, W D

Randee Nelson

YES

Time/Date: 15:00:00 01/17/16

To Be Served: Nieto, Phillip S.

Service Attempt**Attempted By****Served On****Svd?**

780 W STANDAGE DR, Payson

Cross, J

NO

Time/Date: 10:40:00 01/01/16

To Be Served: Oestmann, Dale

Service Attempt**Attempted By****Served On****Svd?**

3990 N PINE RANCHES CIR, Pine

Mark Essary

Dale Oestmann

YES

Time/Date: 18:20:00 01/27/16

To Be Served: Pena, Angel A.

Service Attempt**Attempted By****Served On****Svd?**

1100 E SOUTH ST, Globe

Taylor, R C

Angel Pena

YES

Time/Date: 10:00:00 01/22/16

To Be Served: Preuss, Gregory G.

Service Attempt**Attempted By****Served On****Svd?**

3398 N PINE CREEK DR, Pine

Todd, Travis

Gregory G Preuss

YES

Time/Date: 17:37:00 01/15/16

To Be Served: Ramos, Cynthia A.

Service Attempt**Attempted By****Served On****Svd?**

712 W MAIN ST; unit 1, Payson

Todd, Travis

Cynthia Ramos

YES

Time/Date: 16:47:00 01/28/16

To Be Served: Rhoda, Sharon L.

Service Attempt**Attempted By****Served On****Svd?**

107 E BONITA ST; unit 21, Payson

Matthew Binney

Sharon Rhoda

YES

Time/Date: 17:32:00 01/11/16

To Be Served: Salinas, D'andre R.

Service Attempt**Attempted By****Served On****Svd?**

306 S Colcord, Payson

Havey, M T

D'Andre Ray Angel Salinas

YES

Time/Date: 21:48:00 01/19/16

To Be Served: Scribner, Michelle

Service Attempt**Attempted By****Served On****Svd?**

410 S TONTO ST, Payson

Matthew Binney

Michelle Scribner

YES

Time/Date: 17:20:00 01/11/16

To Be Served: Silva, Joseph

Service Attempt**Attempted By****Served On****Svd?**

303 N BEELINE HWY, Payson

Engler, D B

PPD Clipboard

YES

Time/Date: 16:50:00 01/25/16

To Be Served: Simpson, Daniel L.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
493 W Emerald Way/HC6 Box 1337, Payson	Dirks, B C		NO

Time/Date: 21:07:00 01/13/16

493 W Emerald Way/HC6 Box 1337, Payson	Cross, J		NO
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Time/Date: 11:34:00 01/14/16

493 W Emerald Way/HC6 Box 1337, Payson	Todd, Travis	Daniel Simpson	YES
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Time/Date: 18:37:00 01/14/16

To Be Served: Skidmore, Alutha M.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
807 W LONGHORN RD; RIM COUNTRY HEALTH, Payson	Havey, M T	Alutha Skidmore	YES

Time/Date: 19:59:00 01/25/16

To Be Served: Smith, Scott R.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
714 S BEELINE HWY, Payson	Eggert, G A	Scott R Smith	YES

Time/Date: 13:30:00 01/19/16

To Be Served: Stauffer, Dennis

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
901 S Coeur D Alene, Payson	Matthew Binney		NO

Time/Date: 16:20:00 01/20/16

901 S Coeur D Alene, Payson	Todd, Travis		NO
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Time/Date: 20:54:00 01/22/16

901 S Coeur D Alene, Payson	Todd, Travis		NO
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Time/Date: 17:03:00 01/28/16

To Be Served: Stauffer, Jenissa

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
901 S Coeur D Alene Lane, Payson	Matthew Binney		NO

Time/Date: 16:20:00 01/20/16

901 S Coeur D Alene Lane, Payson

Todd, Travis

NO

Time/Date: 20:54:00 01/22/16

901 S Coeur D Alene Lane, Payson

Todd, Travis

NO

Time/Date: 17:03:00 01/28/16**To Be Served:** Sullivan, Justina**Service Attempt****Attempted By****Served On****Svd?**

107 E MCKAMEY ST, Payson

Michelle Keegan

NO

Time/Date: 15:55:00 01/04/16**To Be Served:** Taddei, Lorri A.**Service Attempt****Attempted By****Served On****Svd?**5075 N AZ HIGHWAY 87; WINDMILL
CORNER INN room #5, Strawberry

Engler, D B

NO

Time/Date: 19:23:00 01/03/165075 N AZ HIGHWAY 87; WINDMILL
CORNER INN, Strawberry

Hensley, T J

Lorri Taddei

YES

Time/Date: 16:15:00 01/04/16**To Be Served:****Service Attempt****Attempted By****Served On****Svd?**

Cross, J

NO

Time/Date: 10:15:00 01/08/16

Halenar, R

NO

Time/Date: 07:25:00 01/11/16

Engler, D B

NO

Time/Date: 17:38:00 01/12/16

Cross, J

NO

Time/Date: 13:50:00 01/13/16

Michelle Keegan

NO

Time/Date: 15:30:00 01/16/16

Michelle Keegan

NO

Time/Date: 08:25:00 01/20/16

Todd, Travis

YES

Time/Date: 20:47:00 01/22/16

To Be Served: Torrens, Kelly K.

Service AttemptAttempted ByServed OnSvd?

1016 S Cedar Crest, Payson

Cross, J

NO

Time/Date: 10:15:00 01/08/16

1016 S Cedar Crest, Payson

Halenar, R

NO

Time/Date: 07:25:00 01/11/16

1016 S Cedar Crest, Payson

Engler, D B

NO

Time/Date: 17:38:00 01/12/16

1016 S Cedar Crest, Payson

Cross, J

NO

Time/Date: 13:50:00 01/13/16

1016 S Cedar Crest, Payson

Michelle Keegan

NO

Time/Date: 15:30:00 01/16/16

1016 S Cedar Crest, Payson

Michelle Keegan

NO

Time/Date: 08:25:00 01/20/16

1016 S Cedar Crest, Payson

Todd, Travis

Kelly Torrens

YES

Time/Date: 20:47:00 01/22/16

To Be Served: Varga, Mike

Service AttemptAttempted ByServed OnSvd?

303 N Beeline Hwy, Payson

Labonte, C

Det Michael Varga

YES

Time/Date: 20:51:00 01/22/16

To Be Served: Whealdon, Sarah

Service AttemptAttempted ByServed OnSvd?

905 S MCLANE RD; unit 18, Payson

Halenar, R

NO

Time/Date: 10:20:00 01/03/16

30 BIA 101 RD; MAZATZAL CASINO, PaysonHalenar, R

NO

Time/Date: 10:30:00 01/03/16

905 S MCLANE RD; unit 18, Payson

Engler, D B

NO

Time/Date: 18:24:00 01/04/16

206 E SHERWOOD DR, Payson

Scott, T K

Sarah Whealdon

YES

Time/Date: 13:08:00 01/05/16

To Be Served: Wiggins, Donald N.
Service Attempt**Attempted By****Served On****Svd?**

141 W HAUGHT RD; UNit 14, Star Valley

Cross, J

NO

Time/Date: 09:05:00 01/15/16

141 W HAUGHT RD; UNit 15, Star Valley

Cross, J

Donald Wiggins

YES

Time/Date: 09:20:00 01/15/16

To Be Served: York, Gary A.
Service Attempt**Attempted By****Served On****Svd?**

6424 W JAN DR, Pine

Todd, Travis

NO

Time/Date: 16:00:00 01/02/16

6424 W JAN DR, Pine

Michelle Keegan

NO

Time/Date: 16:14:00 01/04/16

To Be Served: Zickefoose, Steven
Service Attempt**Attempted By****Served On****Svd?**

201 N COLCORD RD, Payson

Engler, D B

DPS Clipboard

YES

Time/Date: 16:57:00 01/25/16

201 N COLCORD RD, Payson

Engler, D B

DPS Clipboard

YES

Time/Date: 16:57:00 01/25/16

Report Includes:

All dates between `00:00:00 01/01/16` and `23:59:59 01/31/16`, All locations, All cities, All persons served, All persons to be served, All officers, All courts, All agencies matching `PRCO`, All dispositions



MILEAGE FOR THE MONTH

January 2016

DATE	MILES DRIVEN BY B-185	ASSISTED BY OTHER AGENCY	MILES DRIVEN BY B-12	
1/1		68		
1/2		30		
1/3		45		
1/4		70		
1/5		42		
1/6		17		
1/7		6		
1/8		64		
1/11		74		
1/12		14		
1/13		69		
1/14		67		
1/15		83		
1/16		40		
1/19		157		
1/20		65		
1/21		6		
1/22		109		
1/25		158		
1/26		62		
1/27		36		
1/28		20		
1/29	15			
DAYS	15	1302	0	

**Total Miles Driven By
The Constable's Office**

1317

January 2016

GILA COUNTY TREASURER'S RECEIPT
GILA COUNTY, ARIZONA

DATE 2/4/16

GRANT # _____

DEPOSIT TO FUND Gila County Treasurer FUND # _____

REMITTING DEPT Payson Regional Constable's Office

SERVICE RENDERED Constable's Ethics Standards & Training Board writ fees collected

Account Code	Revenue Description	Amount
T9162061	CESTB - writ fees collected	10 00
	January 2016	
	2 @ 5 ⁰⁰	
	CL# 2414	
		10 00

Authorized Signature _____

Title PRCO #321

SUMMARY OF DEPOSIT

Currency	
Coins	
Checks	
Total	

TREASURER By _____ Date _____

TREASURER

98431

PAYSON CONSTABLE
108 W. MAIN ST. 928-474-3844
PAYSON, AZ 85541

2414

91-527/1221 6128
0703680454

DATE 2/4/16

PAY TO THE ORDER OF Gila County Treasurer \$ 10⁰⁰
Ten & no/100's DOLLARS

WELLS FARGO
Wells Fargo Bank, N.A.
Arizona
wellsfargo.com

FOR writ fees - January

220

MP

⑈0000002414⑈ ⑆22105278⑆ 0703680454⑈

GILA COUNTY TREASURER'S RECEIPT
GILA COUNTY, ARIZONA

DATE 2/4/16


GRANT # _____

DEPOSIT TO FUND Gila County Treasurer FUND # _____

REMITTING DEPT Payson Regional Constable's Office

SERVICE RENDERED Service Fees - January 2016

Account Code	Revenue Description	Amount
1005.324.3405.80	Service Fees collected 1/1/16 thru 1/31/16	1,142.00
		1,142.00

Authorized Signature  Title PRCO #324

SUMMARY OF DEPOSIT

Currency	
Coins	
Checks	
Total	

TREASURER By _____ Date _____

TREASURER

98432

PAYSON CONSTABLE
108 W. MAIN ST. 928-474-3844
PAYSON, AZ 85541

2415
91-527/1221 6128
0703680454

DATE 2/4/16

PAY TO THE ORDER OF Gila County Treasurer \$ 1,142.00
One thousand One hundred forty-two & 00/100's DOLLARS

WELLS FARGO
Wells Fargo Bank, N.A.
Arizona
wellsfargo.com

FOR Service Fees - January

 230

⑈0000002415⑈ ⑆122105278⑆ 0703680454⑈

ARF-3658

Consent Agenda Item

3. O.

Regular BOS Meeting

Meeting Date: 03/15/2016

Reporting Period: February 2016

Submitted For: Ruben Mancha, Globe Regional Constable

Submitted By: Kimberly Rust, Constable Clerk

Information

Subject

Globe Regional Constable's Office Monthly Report for February 2016.

Suggested Motion

Acknowledgment of the February 2016 monthly activity report submitted by the Globe Regional Constable's Office.

Attachments

February 2016

RUBEN A. MANCHA
GLOBE REGIONAL
CONSTABLE



1400 E ASH ST
GLOBE, AZ 85501
928-402-8758

Date: March 2, 2016
To: Gila County Board of Supervisors
From: Ruben A. Mancha Constable
Re: Monthly Report

For the month of February , the Globe Constable performed the following services in the Globe Precinct and Gila County.

SEE ATTACHED SHEET

TOTAL SERVICES FOR MONTH:	148
TOTAL MILES FOR MONTH	1069

Globe Constable assisted/other: Bailiff in	8	court hearings
The Deputy Constable assisted/other: Bailiff in	1	court hearings
Total Monies Collected for the Month	\$455.00	
Warrant letters mailed	79	

Respectfully submitted,

Ruben A. Mancha
GLOBE CONSTABLE

GLOBE REGIONAL CONSTABLE OFFICE

	FEES COLLECTED
--	-----------------------

	FEBRUARY 2016
--	---------------

[illegible]



Gila County Globe Regional Constable's Office

Process Status Report, by Process Type

<u>Process Description</u>	<u>Total</u>	<u>Active</u>	<u>Served</u>	<u>Retd/Unsrvd</u>
Arrest Warrant	79	70 88.61	1 1.27	8 10.13
Child Custody Packet	2	1 50.00	1 50.00	0 0.00
Court Order Arrest	1	0 0.00	1 100.00	0 0.00
Civil Summons	2	1 50.00	0 0.00	1 50.00
Divorce Packet	1	0 0.00	1 100.00	0 0.00
Five Day Notice	2	0 0.00	2 100.00	0 0.00
Hearing Order on IAH	1	0 0.00	1 100.00	0 0.00
Hearing Order on OP	3	1 33.33	2 66.67	0 0.00
Hearing Prior to Issue of OP	1	0 0.00	1 100.00	0 0.00
Notice to Appear; Petition	10	0 0.00	7 70.00	3 30.00
Order of Protection	5	1 20.00	4 80.00	0 0.00
Subpoena Duces Tecum	30	1 3.33	26 86.67	3 10.00
Summons Forcible Detainer	1	0 0.00	1 100.00	0 0.00
Criminal Summons	8	0 0.00	6 75.00	2 25.00
Writ of Restitution	2	0 0.00	2 100.00	0 0.00
Totals	148	75 50.68	56 37.84	17 11.49

Report Includes:

All receive dates between '07:00:00 02/01/16' and '23:59:00 02/29/16', All process types, All officers, All courts, All agencies matching 'GCCO', All serve flags matching '1'



Gila County Globe Regional Constable's Office

Civil Process Service Attempts Summary

To Be Served: [REDACTED]

Service Attempt

Attempted By

Served On

Svd?

[REDACTED], Globe

Taylor, R C

[REDACTED]

YES

Time/Date: 10:24:00 02/18/16

To Be Served: [REDACTED]

Service Attempt

Attempted By

Served On

Svd?

[REDACTED], Globe

Taylor, R C

[REDACTED]

YES

Time/Date: 10:24:00 02/18/16

To Be Served: Alaniz, Justin I.

Service Attempt

Attempted By

Served On

Svd?

5772 S RUSSELL RD, Globe

Rust, K

Warrant Letter Mailed

NO

Time/Date: 15:30:18 02/18/16

To Be Served: Anaya, Jess W.

Service Attempt

Attempted By

Served On

Svd?

1775 N BROAD ST; unit 21, Globe

Taylor, R C

Jess Anaya

YES

Time/Date: 10:30:00 02/02/16

To Be Served: Anderson, Drew E.

Service Attempt

Attempted By

Served On

Svd?

Box 687, Peridot

Rust, K

Warrant Letter Mailed

NO

Time/Date: 11:52:31 02/03/16

To Be Served: Anderson, Edward C.

Service Attempt

Attempted By

Served On

Svd?

PO Box 648, Claypool

Rust, K

Warrant Letter Mailed

NO

Time/Date: 10:21:01 02/03/16

320 E Cottonwood, Globe	Rust, K	Warrant Letter Mailed	NO
Time/Date: 11:47:32 02/03/16			
320 E Cottonwood, Globe	Rust, K	Warrant Letter Mailed	NO
Time/Date: 11:50:14 02/03/16			
<hr/>			
To Be Served: Anderson, Joshua R.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
7402 E Diamond Ave, Mesa	Rust, K	Warrant Letter Mailed	NO
Time/Date: 11:08:55 02/03/16			
7402 E Diamond Ave, Mesa	Rust, K	Warrant Letter Mailed	NO
Time/Date: 08:37:58 02/05/16			
7402 E Diamond Ave, Mesa	Rust, K	Warrant Letter Mailed	NO
Time/Date: 08:42:19 02/05/16			
<hr/>			
To Be Served: Anderson, Leoniel S.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1001 E Mesquite, Globe	Rust, K	Warrant Letter Mailed	NO
Time/Date: 11:14:53 02/03/16			
1001 E Mesquite, Globe	Rust, K	Warrant Letter Mailed	NO
Time/Date: 11:33:38 02/03/16			
1001 E Mesquite, Globe	Rust, K	Warrant Letter Mailed	NO
Time/Date: 11:44:46 02/04/16			
1001 E Mesquite, Globe	Rust, K	Warrant Letter Mailed	NO
Time/Date: 13:28:35 02/04/16			
1001 E Mesquite, Globe	Rust, K	Warrant Letter Mailed	NO
Time/Date: 08:36:34 02/05/16			
<hr/>			
To Be Served: Aragon, Paula L.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
939 Church Avenue, Superior	Rust, K	Warrant Letter Mailed	NO
Time/Date: 11:46:58 02/25/16			
<hr/>			
To Be Served: Arrellin, Julian G.			

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1400 E ASH ST, Globe		Appeared Open Court	YES
Time/Date: 14:00:00 02/23/16			
1400 E ASH ST, Globe		Appeared Open Court	YES
Time/Date: 14:00:00 02/23/16			
1400 E ASH ST, Globe		Appeared Open Court	YES
Time/Date: 14:00:00 02/23/16			
5590 South Cobb, Globe		Appeared Open Court	YES
Time/Date: 14:00:00 02/23/16			
<hr/>			
To Be Served: Artiaga, Sonya B.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
319 W Sunland Ave, Phoenix	Rust, K	Warrant Letter Mailed	NO
Time/Date: 11:34:03 02/22/16			
<hr/>			
To Be Served: Arzaga, Anthony C.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
542 Hillside Drive, Hayden	Rust, K	Warrant Letter Mailed	NO
Time/Date: 11:26:00 02/22/16			
542 Hillside Drive, Hayden	Rust, K	Warrant Letter Mailed	NO
Time/Date: 11:28:30 02/22/16			
<hr/>			
To Be Served: Askew, Travis D.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
176 S HIGHLAND AVE, Miami	Rust, K	Warrant Letter Mailed	NO
Time/Date: 11:53:14 02/22/16			
<hr/>			
To Be Served: Babb, Shelby D.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
3821 South HWY 77, Winkelman	Rust, K	Warrant Letter Mailed	NO
Time/Date: 11:57:42 02/18/16			
3821 South HWY 77, Winkelman	Rust, K	Warrant Letter Mailed	NO
Time/Date: 12:00:09 02/18/16			

To Be Served: Barber, Gary M.

Service AttemptAttempted ByServed OnSvd?

139 S Theodore Lane, Roosevelt

Rust, K

Warrant Letter Mailed

NO

Time/Date: 10:10:10 02/11/16

To Be Served: Booth, Chauncey

Service AttemptAttempted ByServed OnSvd?

334 N CHISHOLM AVE, Miami

Taylor, R C

NO

Time/Date: 12:00:00 02/19/16

334 N CHISHOLM AVE, Miami

Taylor, R C

Chauncey Booth

YES

Time/Date: 11:10:00 02/22/16

To Be Served: Booth, Norficia D.

Service AttemptAttempted ByServed OnSvd?

5741 Pineway, Claypool

Rust, K

Warrant Letter Mailed

NO

Time/Date: 13:39:05 02/12/16

To Be Served: Brundrett, Douglas

Service AttemptAttempted ByServed OnSvd?

175 N PINE ST, Globe

Taylor, R C

GPD Records

YES

Time/Date: 13:35:00 02/18/16

To Be Served: Burns, Troy W.

Service AttemptAttempted ByServed OnSvd?

639 W EAGLES BLUFF, Globe

Mancha, R A

Troy Burns

YES

Time/Date: 16:47:00 02/23/16

To Be Served: Campbell, Robert

Service AttemptAttempted ByServed OnSvd?

1100 South Street, Globe

Taylor, R C

R Holiday

YES

Time/Date: 09:45:00 02/02/16

1100 South Street, Globe

Taylor, R C

R. Holiday

YES

Time/Date: 09:30:00 02/11/16

1100 South Street, Globe

Taylor, R C

R. Holiday

YES

Time/Date: 09:55:00 02/24/16**To Be Served:** [REDACTED]Service AttemptAttempted ByServed OnSvd?

[REDACTED], Miami

Taylor, R C

[REDACTED]

YES

Time/Date: 11:50:00 02/19/16**To Be Served:** Chatlin, Riley L.Service AttemptAttempted ByServed OnSvd?

La Bamba City #93, Peridot

Rust, K

Warrant Letter Mailed

NO

Time/Date: 11:33:31 02/22/16**To Be Served:** Chatlin, Robertson G.Service AttemptAttempted ByServed OnSvd?

P.O. Box 515, San Carlos

Appeared in Open court

NO

Time/Date: 14:00:00 02/02/16**To Be Served:** Chavez, Abel M.Service AttemptAttempted ByServed OnSvd?

632 W South gate, Phoenix

Rust, K

Warrant Letter Mailed

NO

Time/Date: 11:23:38 02/22/16**To Be Served:** [REDACTED]Service AttemptAttempted ByServed OnSvd?

[REDACTED], Globe

Taylor, R C

[REDACTED]

YES

Time/Date: 13:20:00 02/25/16**To Be Served:** Cook, Jenna D.Service AttemptAttempted ByServed OnSvd?

1120 E Crestwood Dr, Globe

Taylor, R C

NO

Time/Date: 10:40:00 02/24/16

16 N DEEP ST, Globe

Taylor, R C

Jenna Cook

YES

Time/Date: 12:00:00 02/24/16

To Be Served: Coppin, Brian A. Jr

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
310 E NORTH ST, Globe	Taylor, R C		NO

Time/Date: 09:55:00 02/08/16

310 E NORTH ST, Globe	Taylor, R C		NO
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Time/Date: 11:15:00 02/16/16

5900 N MAIN ST; Unit 183, Globe	Taylor, R C	Brian Copplin	YES
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Time/Date: 10:07:00 02/19/16**To Be Served:** Cosen, Anthony Jr

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
Twin Mesquite #10, San Carlos	Rust, K	Warran Letter Mailed	NO

Time/Date: 10:23:29 02/18/16

Twin Mesquite #10, San Carlos	Rust, K	Warrant Letter Mailed	NO
-------------------------------	---------	-----------------------	----

Time/Date: 12:04:52 02/18/16**To Be Served:** Cosen, Jessica M.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
po box 1467, San Carlos	Rust, K	Warrant Letter Mailed	NO

Time/Date: 10:51:50 02/03/16**To Be Served:** Cruz, Jessica R.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
605 S SEVENTH ST, Globe	Taylor, R C	Jessica Cruz	YES

Time/Date: 13:25:00 02/18/16**To Be Served:** Curiel, Marissa T.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
5836 S NEW ST, Claypool	Rust, K	Warrant Letter Mailed	NO

Time/Date: 11:51:54 02/25/16**To Be Served:** Deiters, Jordan M.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
288 S LATHAM BLVD, Miami	Taylor, R C	Jordan Deiters	YES
Time/Date: 10:50:00 02/03/16			
308 E CUPRITE ST, Globe	Taylor, R C	Posted on Doors	YES
Time/Date: 10:10:00 02/16/16			
<hr/>			
To Be Served: Dewey, Arrowood			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
PO Box 1626, San Carlos	Rust, K	Warrant Letter Mailed	NO
Time/Date: 14:38:11 02/18/16			
<hr/>			
To Be Served: Dodd, Virgil			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1100 South St, Globe	Taylor, R C	R. Holiday	YES
Time/Date: 09:45:00 02/02/16			
<hr/>			
To Be Served: Durbin, Jacque A.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1100 E SOUTH ST, Globe	Taylor, R C	Jacque Durbin	YES
Time/Date: 10:10:00 02/22/16			
<hr/>			
To Be Served: Durbin - Salcido, Christine			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
5658 S MIAMI GARDENS DR, Globe	Taylor, R C	Christine Durbin - Salcido	YES
Time/Date: 09:45:00 02/19/16			
<hr/>			
To Be Served: Durnan, James			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
175 North Pine Street, Globe	Taylor, R C	A. Mayo	YES
Time/Date: 10:05:00 02/23/16			
<hr/>			
To Be Served: Eagleton, Joel			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>

175 N PINE ST, Globe	Taylor, R C	A. Mayo	YES
Time/Date: 10:05:00 02/23/16			
<hr/>			
To Be Served: Fajardo, Jason			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
175 N PINE ST, Globe	Taylor, R C	A. Martinez	YES
Time/Date: 10:20:00 02/02/16			
175 N PINE ST, Globe	Taylor, R C	A. Mayo	YES
Time/Date: 10:05:00 02/23/16			
<hr/>			
To Be Served: Fillmore, Roxanna J.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1100 E SOUTH ST, Globe	Taylor, R C	Roxanna Fillmore	YES
Time/Date: 09:50:00 02/23/16			
<hr/>			
To Be Served: [REDACTED]			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
[REDACTED], Miami	Taylor, R C	[REDACTED]	YES
Time/Date: 11:05:00 02/25/16			
<hr/>			
To Be Served: Flores, Manuel M. III			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
200 Westridge, Globe	Rust, K	Warrant Letter Mailed	NO
Time/Date: 11:36:27 02/03/16			
200 Westridge, Globe	Rust, K	Warrant Letter Mailed	NO
Time/Date: 11:40:34 02/03/16			
200 Westridge, Globe	Rust, K	Warrant Letter Mailed	NO
Time/Date: 11:42:10 02/03/16			
200 Westridge, Globe	Rust, K	Warrant Letter Mailed	NO
Time/Date: 11:44:36 02/03/16			
<hr/>			
To Be Served: [REDACTED]			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>

[REDACTED], Globe		Taylor, R C	NO
Time/Date: 10:55:00 02/25/16			
<hr/>			
To Be Served: Folau, Oulono			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1100 South St, Globe	Taylor, R C	R. Holiday	YES
Time/Date: 09:45:00 02/02/16			
1100 South St, Globe	Taylor, R C	R. Holiday	YES
Time/Date: 09:55:00 02/24/16			
<hr/>			
To Be Served: Francisco, TeeJay			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
PO Box 1033, San Carlos	Rust, K	Warrant Letter Mailed	NO
Time/Date: 10:49:24 02/03/16			
<hr/>			
To Be Served: Garcia, Jeanette S.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
310 E NORTH ST, Globe	Rust, K	Warrant Letter Mailed	NO
Time/Date: 15:24:31 02/18/16			
<hr/>			
To Be Served: Gonzales, Joseph A.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
350 E OAK ST, Globe	Mancha, R A	Joseph Gonzales	YES
Time/Date: 16:48:00 02/22/16			
<hr/>			
To Be Served: Gould, Carole			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
721 E MONROE ST; unit 3, Globe	Taylor, R C		NO
Time/Date: 10:20:00 02/19/16			
<hr/>			
To Be Served: Hammond, Maelena M.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
389 S ESCALERA ST, Globe	Rust, K	Warrant Letter Mailed	NO

Time/Date: 13:25:43 02/12/16

To Be Served: Harper, Christopher M.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
Live Oak Apts #3, Miami	Rust, K	Warrant Letter Mailed	NO

Time/Date: 13:31:59 02/12/16**To Be Served:** Harris, Michael P.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
Box 82, San Carlos	Rust, K	Warrant Letter Mailed	NO

Time/Date: 10:56:32 02/11/16**To Be Served:** Herrera, Brienna M.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
2198 N Escudilla DR Apt 60, Globe	Rust, K	Warrant Letter Mailed	NO

Time/Date: 12:01:44 02/18/16**To Be Served:** Ijacich, Waylon C.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
5412 S RUSSELL RD, Globe	Taylor, R C		NO

Time/Date: 12:20:00 02/10/16

5412 S RUSSELL RD, Globe	Taylor, R C		NO
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Time/Date: 11:00:00 02/11/16**To Be Served:** Irving, Gwendolyn J.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
PO Box 709, Peridot	Rust, K	Warrant Letter Mailed	NO

Time/Date: 10:35:37 02/03/16**To Be Served:** Johnson, Derrick L.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
5611 E BLOCK AVE; SUNRISE MHP, Globe	Taylor, R C	Derrick Johnson	YES

Time/Date: 11:00:00 02/12/16

To Be Served: Jonovich, Holly A.
Service AttemptAttempted ByServed OnSvd?

136 E Haskins Rd, Globe

Rust, K

Warrant Letter Mailed

NO

Time/Date: 11:55:17 02/18/16

To Be Served: Kempton, Joyce
Service AttemptAttempted ByServed OnSvd?

1500 E MESQUITE ST, Globe

Taylor, R C

Joyce Kempton

YES

Time/Date: 12:45:00 02/18/16

To Be Served: Kinney, Derek J.
Service AttemptAttempted ByServed OnSvd?

PO Box 1112, San Carlos

Rust, K

Warrant Letter Mailed

NO

Time/Date: 12:09:06 02/18/16

To Be Served: Licano, Jonathan L.
Service AttemptAttempted ByServed OnSvd?

919 meritt St, Miami

Taylor, R C

NO

Time/Date: 10:10:00 02/05/16

919 meritt St, Miami

Taylor, R C

NO

Time/Date: 10:30:00 02/16/16

To Be Served: Little, Stephen L.
Service AttemptAttempted ByServed OnSvd?

PO Box 908, San Carlos

Rust, K

Warrant Letter Mailed

NO

Time/Date: 13:33:56 02/12/16

To Be Served: Lofgreen, Vicki K.
Service AttemptAttempted ByServed OnSvd?

6168 S CALLE DE LOMA, Claypool

Taylor, R C

Vicki Lofgreen

YES

Time/Date: 12:05:00 02/02/16

To Be Served: Logston, Sheri L.
Service AttemptAttempted ByServed OnSvd?

1156 W Live Oak, Miami	Rust, K	Warrant Letter Mailed	NO
Time/Date: 10:29:00 02/03/16			
<hr/>			
To Be Served: [REDACTED]			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
[REDACTED], Globe	Taylor, R C	[REDACTED]	YES
Time/Date: 10:25:00 02/24/16			
<hr/>			
To Be Served: Magana, Jonathan E.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
631 Brooks Avenue, Miami	Rust, K	Warrant Letter Mailed	NO
Time/Date: 11:20:01 02/25/16			
631 Brooks Avenue, Miami	Rust, K	Warrant Letter Mailed	NO
Time/Date: 11:22:03 02/25/16			
631 Brooks Avenue, Miami	Rust, K	Warrant Letter Mailed	NO
Time/Date: 11:24:25 02/25/16			
631 Brooks Avenue, Miami	Rust, K	Warrant Letter Mailed	NO
Time/Date: 11:55:22 02/25/16			
<hr/>			
To Be Served: Maldonado, Jennifer M.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
709 S SECOND ST; UNIT 7, Globe	Rust, K	Warrant Letter Mailed	NO
Time/Date: 11:45:22 02/25/16			
<hr/>			
To Be Served: [REDACTED]			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
[REDACTED], Globe	Taylor, R C		NO
Time/Date: 10:45:00 02/18/16			
<hr/>			
To Be Served: Martinez, Joseph H.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
605 E SYCAMORE ST, Globe	Rust, K	Warrant Letter Mailed	NO
Time/Date: 10:25:13 02/18/16			

605 E SYCAMORE ST, Globe	Rust, K	Warrant Letter Mailed	NO
Time/Date: 10:37:17 02/18/16			
<hr/>			
To Be Served: Massey, Darwin A.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
PO Box 804, Whiteriver	Rust, K	Warrant Letter Mailed	NO
Time/Date: 11:53:58 02/25/16			
<hr/>			
To Be Served: Mata, Syneka N.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
6077 S Marian Canyon, Globe	Rust, K	Warrant Letter Mailed	NO
Time/Date: 10:44:47 02/03/16			
<hr/>			
To Be Served: MCGAHA, Brian C.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
8958 S Six Shooter Cyn #30, Globe	Rust, K	Warrant Letter Mailed	NO
Time/Date: 12:16:36 02/18/16			
<hr/>			
To Be Served: Mendivil, Eulalio C.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
3928 Greer St, Claypool	Taylor, R C	Eulalio Mendivil	YES
Time/Date: 10:55:00 02/03/16			
<hr/>			
To Be Served: Mitchell, Mickey A.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
386 Cuprite Street gmhp #7, Globe	Rust, K		NO
Time/Date: 15:32:15 02/18/16			
<hr/>			
To Be Served: Morales, Samuel J.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1304 E Crestwood Dr, Globe	Taylor, R C		NO
Time/Date: 11:33:00 02/16/16			
1304 E Crestwood Dr, Globe	Taylor, R C	Samuel Morales	YES

Time/Date: 11:45:00 02/16/16

To Be Served: Morales, Steven A. Jr**Service Attempt****Attempted By****Served On****Svd?**

10257 E. Capri, Mesa

Rust, K

Warrant Letter Mailed

NO

Time/Date: 10:41:55 02/03/16

To Be Served: Moran, Aubrey M.**Service Attempt****Attempted By****Served On****Svd?**

1145 E CEDAR ST; Unit A, Globe

Mancha, R A

NO

Time/Date: 12:38:00 02/05/16

1145 E CEDAR ST; Unit A, Globe

Mancha, R A

NO

Time/Date: 17:15:00 02/05/16

To Be Served: Mull, Arnold C.**Service Attempt****Attempted By****Served On****Svd?**

PO Box 699, Peridot

Rust, K

Warrant Letter Mailed

NO

Time/Date: 10:26:26 02/03/16

To Be Served: Noline, Sherry R.**Service Attempt****Attempted By****Served On****Svd?**

PO Box 611, Peridot

Rust, K

Warrant Letter Mailed

NO

Time/Date: 10:38:03 02/03/16

To Be Served: Padilla, Dora G.**Service Attempt****Attempted By****Served On****Svd?**

151 S WATER AVE, Miami

Rust, K

Warrant Letter Mailed

NO

Time/Date: 12:03:13 02/18/16

To Be Served: Patterson, Michael D.**Service Attempt****Attempted By****Served On****Svd?**

707 E SOUTH ST; unit 7, Globe

Taylor, R C

NO

Time/Date: 10:10:00 02/11/16

707 E SOUTH ST; unit 7, Globe

Taylor, R C

Michael Patterson

YES

Time/Date: 10:20:00 02/11/16
To Be Served: Payton, Shadey M.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1400 E ASH ST, Globe	Rust, K	Shdaey Payton	YES

Time/Date: 12:35:00 02/17/16
To Be Served: Peace, Brian

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1500 E MESquite St Copper Rim Elementary, Globe	Taylor, R C	Brian Peace	YES

Time/Date: 11:05:00 02/18/16
To Be Served: Pena, Christopher

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1100 South Street,	Taylor, R C	R. Holiday	YES

Time/Date: 09:30:00 02/11/16
To Be Served: Perez, Jessie F.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1100 E SOUTH ST, Globe	Taylor, R C	R Holiday	YES

Time/Date: 09:45:00 02/02/16
To Be Served: Plant, Candise M.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
po box 2376, Claypool	Rust, K	Warrant Letter Mailed	NO

Time/Date: 14:42:06 02/18/16
To Be Served: Poeling, Roy Jr

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1290 S Mulberry, Globe	Taylor, R C		NO

Time/Date: 10:40:00 02/17/16

1290 S Mulberry, Globe	Taylor, R C	Roy Poeling Jr	YES
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Time/Date: 18:45:00 02/18/16

To Be Served: Powell, Shyanne M.

Service AttemptAttempted ByServed OnSvd?

6231 S WOODWARD LN, Globe

Rust, K

Warrant Letter Mailed

NO

Time/Date: 12:19:51 02/18/16

To Be Served: Rader, Jessica L.

Service AttemptAttempted ByServed OnSvd?

1190 E ASH ST, Globe

Mancha, R A

Jessica Rader

YES

Time/Date: 17:00:00 02/03/16

To Be Served: Reveles, Michelle M.

Service AttemptAttempted ByServed OnSvd?

5549 Roberts Dr, Globe

Rust, K

Warrant Letter Mailed

NO

Time/Date: 11:50:23 02/25/16

To Be Served: Rivera, Malanie A.

Service AttemptAttempted ByServed OnSvd?

126 E KELLY RANCH RD, Globe

Rust, K

Warrant Letter Mailed

NO

Time/Date: 11:00:31 02/03/16

To Be Served: Robertson, Jeremy S.

Service AttemptAttempted ByServed OnSvd?

201 W Cottonwood St SP10, Globe

Taylor, R C

Jeremy Robertson

YES

Time/Date: 10:25:00 02/04/16

To Be Served: Rodriguez, Rafael S.

Service AttemptAttempted ByServed OnSvd?

Transient, Payson

Rust, K

Warrant Letter Mailed

NO

Time/Date: 12:06:58 02/18/16

To Be Served: Sanchez, Geri A.

Service AttemptAttempted ByServed OnSvd?

5900 N Main st #173, Globe

Taylor, R C

NO

Time/Date: 12:17:00 02/23/16

To Be Served: Sanchez, Jeremy

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
5900 N MAIN ST #173, Globe	Taylor, R C		NO

Time/Date: 12:55:00 02/23/16

To Be Served: Schear, Karen L.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
2165 N WHEATFIELDS RD, Globe	Taylor, R C		NO

Time/Date: 13:40:00 02/24/16

2165 N WHEATFIELDS RD; unit 104, Globe	Taylor, R C	Karen Schear	YES
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Time/Date: 09:00:00 02/25/16

To Be Served: Shellenberger, Roberta A.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1500 E MESQUITE ST, Globe	Taylor, R C	Roberta Shellenberger	YES

Time/Date: 11:05:00 02/18/16

To Be Served: Singh, George A. Jr

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1114 W Fredrick St, Miami	Rust, K	Warrant Letter Mailed	NO

Time/Date: 08:23:52 02/16/16

To Be Served: Smith, Brent J.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
p.o. box 1188, Globe	Mancha, R A	Brent Smith	YES

Time/Date: 14:02:00 02/23/16

To Be Served: Snelgrove, Zebulon G.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
5916 S OLD OAK ST, Claypool	Taylor, R C		NO

Time/Date: 11:40:00 02/19/16

5916 S OLD OAK ST, Claypool	Taylor, R C	Zebulon Snelgrove	YES
Time/Date: 10:45:00 02/22/16			
<hr/>			
To Be Served: [REDACTED]			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
[REDACTED], Miami	Taylor, R C	[REDACTED]	YES
Time/Date: 08:50:00 02/19/16			
<hr/>			
To Be Served: Stapleton, Perry D.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
589 W HACKNEY HILL RD, Globe	Rust, K		NO
Time/Date: 11:26:29 02/25/16			
<hr/>			
To Be Served: Stidham, Brian E.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
3741 E GORDON ST, Claypool	Taylor, R C		NO
Time/Date: 10:43:00 02/16/16			
3741 E GORDON ST, Claypool	Taylor, R C		NO
Time/Date: 13:00:00 02/16/16			
3741 E GORDON ST, Claypool	Taylor, R C		NO
Time/Date: 17:26:00 02/16/16			
3741 E GORDON ST, Claypool	Taylor, R C		NO
Time/Date: 08:30:00 02/17/16			
<hr/>			
To Be Served: Sutton, Kimberly M.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
5852 S LONG ST, Claypool	Rust, K	Warrant Letter Mailed	NO
Time/Date: 14:40:53 02/18/16			
<hr/>			
To Be Served: Tafoya, Sam			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1449 E Fillmore St Apt 3, Pheonix	Rust, K	Warrant Letter Mailed	NO
Time/Date: 11:18:18 02/25/16			

To Be Served: Tarango, AngeloService AttemptAttempted ByServed OnSvd?

310 N Miami Ave, Miami

Rust, K

Warrant Letter Mailed

NO

Time/Date: 11:04:13 02/03/16

To Be Served: [REDACTED]Service AttemptAttempted ByServed OnSvd?

[REDACTED] Miami

Taylor, R C

[REDACTED]

YES

Time/Date: 12:35:00 02/18/16

To Be Served: Todd, John A.Service AttemptAttempted ByServed OnSvd?

813 S PALO VERDE DR, Globe

Taylor, R C

NO

Time/Date: 10:25:00 02/03/16

174 E TURKEY DR, Roosevelt

Taylor, R C

NO

Time/Date: 12:40:00 02/04/16

To Be Served: Tower, James M.Service AttemptAttempted ByServed OnSvd?

541 W HACKNEY AVE; UNIT 17, Globe

Rust, K

Warrant Letter Mailed

NO

Time/Date: 10:57:46 02/03/16

To Be Served: Tuttle, Kimberly M.Service AttemptAttempted ByServed OnSvd?

5975 S MARION CYN, Claypool

Rust, K

Warrant Letter Mailed

NO

Time/Date: 14:43:50 02/18/16

To Be Served: Valenzuela, Gabriel A.Service AttemptAttempted ByServed OnSvd?

1100 South St, Globe

Taylor, R C

R. Holiday

YES

Time/Date: 09:45:00 02/23/16

To Be Served: Valenzuela, Jay A.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1100 South St, Globe	Taylor, R C	R. Holiday	YES
Time/Date: 13:53:14 02/02/16			
1100 South St, Globe	Taylor, R C	R. Holiday	YES
Time/Date: 09:55:00 02/24/16			
<hr/>			
To Be Served: [REDACTED]			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
[REDACTED], Miami	Taylor, R C	[REDACTED]	YES
Time/Date: 10:30:00 02/09/16			
<hr/>			
To Be Served: [REDACTED]			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
[REDACTED], Miami	Taylor, R C	[REDACTED]	YES
Time/Date: 10:30:00 02/09/16			
<hr/>			
To Be Served: Voss, Jayde T.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
5675 E Main St, Globe	Rust, K	Warrant Letter Mailed	NO
Time/Date: 15:28:32 02/18/16			
<hr/>			
To Be Served: Walker, Kaylynn M.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
5800 S MAPLE LEAF ST, Claypool	Rust, K	Warrant Letter Mailed	NO
Time/Date: 10:47:53 02/11/16			
5800 S MAPLE LEAF ST, Claypool		Appeared Open Court	YES
Time/Date: 14:00:00 02/23/16			
<hr/>			
To Be Served: Weber, Savannah R.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
100 Ragus Rd, Globe	Taylor, R C	Savannah Weber	YES
Time/Date: 10:30:00 02/02/16			
<hr/>			

To Be Served: Wonderling, Michael M.Service AttemptAttempted ByServed OnSvd?

119 E. Glade Ave, Mesa

Rust, K

Warrant Letter Mailed

NO

Time/Date: 14:39:42 02/18/16

To Be Served: Woods, Thomas A. JrService AttemptAttempted ByServed OnSvd?

8983 S Six Shooter Canyon, Globe

Rust, K

Warrant Letter Mailed

NO

Time/Date: 11:48:38 02/25/16

To Be Served: [REDACTED]Service AttemptAttempted ByServed OnSvd?

[REDACTED], Miami

Taylor, R C

NO

Time/Date: 10:45:00 02/18/16

To Be Served: Zaragoza, Nathan R.Service AttemptAttempted ByServed OnSvd?

427 W TREMONT ST, Globe

Rust, K

Warrant Letter Mailed

NO

Time/Date: 10:50:38 02/11/16

Report Includes:

All dates between '07:00:00 02/01/16' and '23:59:00 02/29/16', All locations, All cities, All persons served, All persons to be served, All officers, All courts, All agencies matching 'GCCO', All dispositions

ARF-3661

Consent Agenda Item 3. P.

Regular BOS Meeting

Meeting Date: 03/15/2016

Reporting Period: February 23, 2016, March 1, 2016 and March 4, 2016

Submitted For: Marian Sheppard, Clerk of the Board

Submitted By: Laurie Kline, Deputy Clerk

Information

Subject

February 23, 2016, March 1, 2016, and March 4, 2016, Board of Supervisors' meeting minutes.

Suggested Motion

Approval of the February 23, 2016, March 1, 2016, and March 4, 2016, Board of Supervisors' meeting minutes.

Attachments

03-04-16 BOS Meeting Minutes

03-01-16 BOS Meeting Minutes

02-23-16 BOS Meeting Minutes

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

Date: March 4, 2016

MICHAEL A. PASTOR
Chairman

MARIAN E. SHEPPARD
Clerk of the Board

TOMMIE C. MARTIN
Vice-Chairman

By: Laurie J. Kline
Deputy Clerk

JOHN D. MARCANTI
Member

Gila County Courthouse
Globe, Arizona

PRESENT: Michael A. Pastor, Chairman; Tommie C. Martin, Vice-Chairman (via telephone); John D. Marcanti, Member; Don E. McDaniel, Jr., County Manager; Jefferson R. Dalton, Deputy County Attorney, Civil Bureau Chief; and Laurie J. Kline, Deputy Clerk.

ABSENT: Marian E. Sheppard, Clerk of the Board

Item 1 – CALL TO ORDER

The Gila County Board of Supervisors met in a special session at 11:30 a.m. this date in the County Administration Conference Room.

Item 2 – REGULAR AGENDA ITEMS:

A. Information/Discussion/Action to adopt Resolution No. 16-03-02 ordering the cancellation of the May 17, 2016, Special Election for the Solitude Trails Domestic Water Improvement District (STDWID) and appointing new governing board members to the STDWID, as follows: Robert Bever, Roger Miotto and Stephen Wetherell.

Eric Mariscal, Elections Director, stated that on January 5, 2016, the Board of Supervisors adopted an Order calling for a Special Election to be held on May 17, 2016, to elect new governing board members for the Solitude Trails Domestic Water Improvement District (STDWID). He stated that there were 3 vacancies to be filled and 3 individuals who turned in nomination forms. In compliance with Arizona Revised Statute §16-410 Cancellation of certain elections; appointment to office; filling vacancies, the 75-day time frame prior to cancelling an election has expired and there have been no write-in candidates; therefore, the Board of Supervisors may cancel the May 17, 2016, Special Election and appoint the 3 new governing board members that have submitted nomination forms as if they were elected.

Don McDaniel, County Manager, clarified for Vice-Chairman Martin that the STDWID governing board is a 3 member board and not a 5 member board. Jefferson Dalton, Deputy County Attorney, Civil Bureau Chief, added that the previous resolution adopted by the Board of Supervisors (Resolution No. 15-12-03) revoked the authority of the STDWID so, at that time, the Board of Supervisors became the STDWID Board of Directors. If the Board of Supervisors adopts Resolution No. 16-03-02, Mr. Dalton stated that the May 17, 2016, Special Election would be cancelled and the new STDWID governing board members would be appointed, as stated in the agenda item. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously adopted Resolution No. 16-03-02. **(A copy of the Resolution is attached to the minutes and it is permanently on file in the Board of Supervisors' Office.)**

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 no comments from the public.

Item 3 – At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the County Manager may present a brief summary of current events. No action may be taken on information presented.

There were no comments presented at this time.

There being no further business to come before the Board of Supervisors, Chairman Pastor adjourned the meeting at 11:40 a.m.

APPROVED:

Michael A. Pastor, Chairman

ATTEST:

Marian Sheppard, Clerk of the Board

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

Date: March 1, 2016

MICHAEL A. PASTOR

Chairman

MARIAN E. SHEPPARD

Clerk of the Board

TOMMIE C. MARTIN

Vice-Chairman

By: Laurie J. Kline

Deputy Clerk

JOHN D. MARCANTI

Member

Gila County Courthouse
Globe, Arizona

PRESENT: Michael A. Pastor, Chairman; Tommie C. Martin, Vice-Chairman (via ITV); John D. Marcanti, Member; Don E. McDaniel, Jr., County Manager; Jefferson R. Dalton, Deputy Gila County Attorney, Civil Bureau Chief; Marian E. Sheppard, Clerk of the Board; and, Laurie J. Kline Deputy Clerk

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

The Gila County Board of Supervisors met in a regular session at 10:00 a.m. this date in the Board of Supervisors' hearing room. Jeff Hessenius led the Pledge of Allegiance and Reverend Allen Tyson of Calvary Shadows Assembly of God in Globe delivered the invocation.

Item 2 – REGULAR AGENDA ITEMS:

A. Information/Discussion/Action to receive an update on recent activities of the Old Dominion Historic Mine Park Committee and to consider providing an economic development grant to the City of Globe in order to construct a mining-themed playground at the Old Dominion Historic Mine Park.

Thea Wilshire, Old Dominion Mine Park Committee Chairman, provided background information regarding the various projects that have been completed at the Old Dominion Historic Mine Park (ODHMP) to date. She showed a slide presentation and stated that the ODHMP has received a large portion of funds from community partners; however, approximately \$110,000 is still needed to develop a mining-themed playground at the ODHMP. The requested economic development grant would allow for the design, engineering, fabrication, delivery, and installation of the following features: 1) a mule climber; 2) a head frame climber; 3) two ore car benches; and, 4) two accessible play features - an arch swing and a merry-go-all. The Board, County Manager Don McDaniel, and Finance Division Director Jeff Hessenius held a brief discussion. The Board agreed that it would be more feasible to consider

providing an economic development grant to the ODHMP after the Gila County Fiscal Year 2016-2017 Budget has been adopted. Vice-Chairman Martin suggested that Ms. Wilshire approach the Industrial Development Authority with a funding request for this project. Chairman Pastor requested that Ms. Wilshire return to the Board in August or September (2016) with a request for an economic development grant for the ODHMP. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously tabled this agenda item until after the Gila County Fiscal Year 2016-2017 Budget has been adopted by the Board of Supervisors.

B. Information/Discussion/Action to review all proposals received for Request for Proposals No. 092815 Rebid - Document Scan Conversion for the Gila County Recorder's Office; award to the most responsive, responsible and qualified bidder; and, authorize the Chairman's signature on the award contract for the winning bid.

Mr. Hessenius stated that the bids received for Request for Proposals (RFP) No. 092815 were returned with significant disparity in responses; consequently, the Board was advised to reject the bids; which it did. As instructed by the Board, a revised RFP was issued which contained a restructured scope of work, and which elicited comparable proposals. An evaluation team was formed to review and evaluate the proposals. It is the recommendation of said team that the Board award the contract to US Imaging, Inc.

Kaycee Stratton, Chief Deputy Recorder, emphasized that this endeavor was for the public's benefit; therefore, a lot of care was used to ensure the Recorder's Office's ability to provide the best possible service to the public. Supervisor Marcanti complimented the Recorder's Office and Finance Division for their hard work on this project. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously awarded a contract to US Imaging, Inc. for RFP No. 092815 Rebid to US Imaging, Inc., and authorized the Chairman's signature on the contract.

C. Information/Discussion/Action to approve a Quote and Purchase Addendum (Quote No. QUO-05275-W9Q9W3) with Spillman Technologies, Inc. in the amount of \$149,592 for the purchase of a Mobile Module Licensing Package in order to update the Spillman software at the Sheriff's Office.

Sarah White, Sheriff's Office Chief Administrative Officer, provided information regarding the Spillman software upgrade which includes the following features (and site license) for each of the items listed below:

Mobile AVL (automatic vehicle locator) mapping
Mobile field report with field interview
Mobile records
Mobile state and national queries

Mobile voiceless CAD (computer-aided design)
Driver's license scanning interface

Ms. White also explained the importance and benefits of each of the features and stated that each of the mobile modules provide increased security and safety to the public and to the Sheriff's deputies, as well as quicker response time to incidents in the field thereby reducing the amount of time spent in the office. Each of the Board members spoke in favor of upgrading the Spillman Software as described above.

Jefferson Dalton, Deputy Gila County Attorney, Civil Bureau Chief, expressed concern regarding awarding a contract to the sole source vendor with no competitive bids, which is in accordance with County policy. Mr. Dalton stated that Sheriff Shepherd, by way of his presence at this meeting, supports the justification letter submitted by Ms. White for the purchase with Spillman. (A copy of the letter is attached to the agenda item.) Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously approved the Quote and Purchase Addendum (Quote No. QUO-05275-W9Q9W3) with Spillman Technologies, Inc.

D. Information/Discussion/Action to approve a Memorandum of Agreement between Gila County and the Federal Emergency Management Agency, which will allow Gila County Emergency Services to initiate emergency public alert messages using the IPAWS-OPEN platform.

Michael O'Driscoll, Health & Emergency Services Division Director, stated that this Memorandum of Agreement is required by the Federal Emergency Management Agency (FEMA) and, if approved, it will allow Gila County to utilize the Integrated Public Alert and Warning System (IPAWS) platform and have the ability to contact FEMA in the event of an emergency in order to send mass notifications to residents by way of nearby cell towers. Chairman Pastor inquired as to how this relates to the Everbridge Mass Notification System, to which Mr. O'Driscoll replied that this is redundancy in that Everbridge has the capability to send messages to a specific area in the County whereas the IPAWS-OPEN platform has the capability to send notifications to the entire County within cell phone tower range. It also includes notifications to the media (radio and television) for broadcast and video playback. Supervisor Marcanti inquired as to who makes the determination as to the level of emergency and the notifications to be sent. Mr. O'Driscoll replied that the level of emergency is determined by the Gila County Emergency Management Department. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously approved the Memorandum of Agreement between Gila County and the Federal Emergency Management Agency.

E. Information/Discussion/Action to review the bid submitted for Request for Proposals No. 110615-1 - Supplemental Nutrition

Assistance Program Education Support Services; award to the sole bidder in the amount of \$85,000; and, authorize the Chairman's signature on the award contract for the winning bid.

Mr. Hessenius stated that previously the Board authorized the submission of a grant application to the Arizona Department of Health Services in the amount of \$201,572 for the Supplemental Nutrition Assistance and Education Program grant. The actual amount awarded to Gila County was \$201,638, and the funds need to be used from October 1, 2015, to June 30, 2016 (federal fiscal year 2016). He stated that the Request for Proposals (RFP) was advertised in the official newspaper of the County per County policy, and one response was received. The recommendation by staff is that the Board award a contract for RFP No. 110615-1 to Pinnacle Prevention in the amount of \$85,000.

Chairman Pastor asked for further clarification regarding the implementation of the Supplemental Nutrition Assistance and Education Program grant. Mr. O'Driscoll replied that there is a competitive grant application process, and Gila County, as the grant recipient, is required to contract with one Arizona-based organization employing a Registered Dietitian Nutritionist to collaborate with Gila County to support the implementation of farmer's markets strategies, promote participation in local physical activity resources, and support the implementation of wellness policies in schools and early childhood programs. He stated that he plans to utilize one full-time employee in northern Gila County and one full-time employee in southern Gila County to implement the programs. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously awarded a contract to Pinnacle Prevention for RFP No. 110615-1, and authorized the Chairman's signature on the contract.

F. Information/Discussion/Action to approve Agreement No. 020516-Economic Development Grant between the Payson Senior Center through the Payson Senior Express program, whereby the County will disburse \$20,000 to the Payson Senior Center to assist in providing transportation services to senior citizens and disabled citizens in the Payson community and surrounding areas; and further the Board determines this is for the benefit of the public and will improve or enhance the economic welfare of the inhabitants of Gila County.

Mr. Hessenius stated that in January 2016, Supervisor Martin received a letter from Joanne Conlin, Director of the Payson Senior Center, requesting a contribution from the County in the amount of \$20,000 to support the Payson Senior Express transportation program for senior and disabled residents in the Payson community and surrounding areas. Approximately 50% of the \$90,000 program budget is funded through government agencies. The Payson Senior Express program is the only donation based transportation program in the Payson area. Staff recommends approval of an economic development grant in the amount of \$20,000 to the Payson Senior Center for the Payson Senior

Express program. The Board members commented supportively. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously approved Agreement No. 020516.

G. Information/Discussion/Action to approve Agreement No. 020516-1-Economic Development Grant between Gila County and the Payson Senior Center, whereby the County will disburse \$30,000 to the Payson Senior Center to assist in providing and delivering meals to senior citizens in the community and surrounding outlying areas through the Meals on Wheels program; and further the Board determines this is for the benefit of the public and will improve or enhance the economic welfare of the inhabitants of Gila County.

Mr. Hessenius stated that this agenda item is similar to the previous agenda item. In January 2016, Supervisor Martin received another letter from Ms. Conlin requesting a contribution from the County in the amount of \$30,000 to support the Meals on Wheels program. The Payson Senior Center is the only provider of Meals on Wheels for senior and disabled residents in the community, and meals are delivered to all points surrounding Payson, such as Tonto Basin, Oxbow, Rye, Deer Creek, and Gisela. The current budget for the Meals on Wheels program is \$260,000 and approximately 42% is funded by government agencies. Staff recommends approval of an economic development grant in the amount of \$30,000 to the Payson Senior Center for the Meals on Wheels program. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously approved Agreement No. 020516-1.

H. Information/Discussion/Action to approve the conceptual architectural design for the Superior Court North, as submitted on this date; authorize staff to secure the services of any and all engineering disciplines and other ancillary services, that fall under \$50,000, which may be required in order to prepare the project for formal bidding; and direct staff to return to the Board prior to commencement of the formal bidding process for the Payson Superior Court North project.

Michael Scannell, Deputy County Manager, acknowledged the support and feedback he has received from Superior Court and the Clerk of the Superior Court staff with regard to Phase 1 (Superior Court North) of the Payson Criminal Justice Space Allocation Project (Project). He reviewed Phase I objectives, as follows: 1) To present the conceptual design for the Superior Court North facility in Payson; 2) to seek the Board's approval for the conceptual architectural design as submitted; and, 3) to authorize staff to engage professionals in the fields of civil, mechanical, electrical, and structural engineering for the purpose of designing the respective elements of the Project in order to bring Phase 1 to the point of being ready for the formal bidding process. He clarified that Phase 1 of the Project is Superior Court North; Phase 2 is the Payson Jail Project; and, Phases 3 and 4 include the Justice Court,

County Attorney's Office and the Probation Department. Mr. Scannell then introduced Caryn Paige, Registered Architect of Canyon Country Design, Inc., to discuss the architectural drawings she designed for Phase 1 of the Project. She provided the following highlights: The new design allows for better security operations at the entrance of the Courthouse; the Clerk of the Court's Office has a screened lobby area to provide more privacy for citizens; there is a larger assembly and deliberation room for juries; and, safer transport of prisoners into the court rooms. She believes these improvements will provide better efficiency for County employees and for the citizens.

Supervisor Marcanti asked for some clarification regarding Phase 1 and Phase 2 as it relates to transporting the prisoners to the courtroom, and how the sally port will be incorporated. Ms. Paige explained that the sally port will transport the prisoners directly into the jail into a holding cell to await court proceedings, thus creating a safer environment for the employees, the prisoners and the public. Vice-Chairman Martin commented favorably regarding moving forward with the aforementioned plans which she believes will improve the safety and security of individuals at the Payson Courthouse and jail facilities. Chairman Pastor confirmed with Ms. Paige that the estimated cost of Phase 1 and Phase 2 of the Project is \$1.4M. He then inquired as to the timeline for completion of the two phases. Ms. Paige replied that it would take approximately 8 months for substantial completion of Phase 1 and Phase 2, and if all goes well, construction could commence on July 1, 2016.

Chairman Pastor invited Timothy Wright, Gila County Superior Court Presiding Judge, Division II, (via ITV) in Payson, and Anita Escobedo, Clerk of the Court and Jury Commissioner, to speak to this issue. Judge Wright and Ms. Escobedo spoke highly of the communication with Ms. Paige and County staff with regard to the planning of this Project, and both mentioned that the proposed improvements to the Courthouse facility will provide a safer environment for Court staff, other County employees and the public. Mr. Scannell added that the security in place at the Globe Courthouse, at a cost of approximately \$80,000, will most likely need to be mirrored at the Payson Courthouse in the future. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously approved the conceptual architectural design for the Superior Court North, as submitted on this date; authorized staff to secure the services of any and all engineering disciplines and other ancillary services that fall under \$50,000, which may be required in order to prepare the project for formal bidding; and, directed staff to return to the Board prior to commencement of the formal bidding process for the Payson Superior Court North project.

I. Information/Discussion/Action to accept the resignation/retirement of Colt White and appoint Ronnie "Tony" McDaniel as his replacement as the Payson Regional Constable effective immediately.

Don McDaniel, County Manager, stated, "This action is bitter sweet because of the retirement of an excellent County Constable in Colt White, who has great integrity, honesty, and an immeasurable good work ethic." He advised that this is the time to accept the resignation of Colt White and, if it pleases the Board, to appoint Tony McDaniel as his replacement.

Colt White, Payson Regional Constable, thanked the Board, the many employees he has worked with at the County, and the Constable Clerk. He thanked Mr. McDaniel for his kind words and commented that he and staff from all areas of the County have worked as a team, which has been very helpful to him while serving as the Constable. He recommended Tony McDaniel as his replacement as he believes that Tony will carry out the duties of the Constable with the same integrity and balance necessary to fulfill the needs and serve the community in the best way possible. Each of the Board members thanked Mr. Colt for his service and gave him kudos for his hard work and dedication to the County, and wished him well in his retirement.

Ronnie "Tony" McDaniel stated that he retired as a law enforcement officer from the Arizona Department of Public Safety after 24 years of service. Part of his service was in highway patrol and the other part was in criminal investigation. He also served on the Gila County Narcotics Task Force in northern Gila County. He thanked Mr. White for the recommendation, and congratulated him on all his years of law enforcement and his retirement. He also thanked the Board for the time to speak and stated that he feels this is an opportunity for him, so he is looking forward to the job. Chairman Pastor thanked Tony for being present at the meeting in Globe today. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously accepted the resignation/retirement of Colt White and appointed Ronnie "Tony" McDaniel as his replacement as the Payson Regional Constable effective immediately.

Item 3 – CONSENT AGENDA ACTION ITEMS: (Any matter on the Consent Agenda will be removed from the Consent Agenda and discussed and voted upon as a regular agenda item upon the request of any member of the Board of Supervisors.)

A. Acknowledgment of the January 2016 monthly activity report submitted by the Globe Regional Justice of the Peace's Office.

B. Acknowledgment of the January 2016 monthly activity report submitted by the Globe Regional Constable's Office.

C. Approval of the February 16, 2016, Board of Supervisors' meeting minutes.

D. Acknowledgment of the Human Resources reports for the weeks of February 2, 2016, February 9, 2016, February 16, 2016, and February 23, 2016.

FEBRUARY 2, 2016

DEPARTURES:

1. Lonny Cline – Public Works – Public Works Roads Supervisor – 03/10/16 – Public Works Fund – DOH 06/11/97
2. Ernest Salcido – Constituent Services 2 – Temporary Laborer – 12/07/15 – General Fund – DOH 08/25/15
3. Frank Gonzales – Constituent Services 2 – Temporary Laborer – 01/11/16 – General Fund – DOH 10/05/15

NEW HIRES:

4. Justin Goad – Sheriff's Office – Detention Officer – 02/08/16 – General Fund – Replacing Austin Stratton
5. Walter Wiley – Sheriff's Office – Detention Officer – 02/08/16 – General Fund – Replacing Arthur Decker
6. Patricia Loos – Clerk of Superior Court – Court Clerk – 02/08/16 – General Fund – Replacing Nancy Hinojos

TEMPORARY HIRES TO COUNTY SERVICES:

7. Jann Durst – Payson Regional Justice Court – Temporary Justice Court Clerk Associate – 02/08/16 – General Fund

END PROBATIONARY PERIOD:

8. Anna Rippy – Payson Regional Justice Court – Justice Court Clerk Associate – 01/27/16 – General Fund

OTHER ACTIONS:

9. Karen Brake – Sheriff's Office – Administrative Clerk – 09/08/15 – General Fund – Salary adjustment
10. Lieneke Mellema – Sheriff's Office – Temporary Accounting Clerk – 12/14/15 – General Fund - Salary adjustment

REQUEST TO POST:

11. Constituent Services 2 – Temporary Laborer – Vacated by Ernest Salcido and Frank Gonzales
12. Public Works – Public Works Roads Supervisor – Vacated by Lonny Cline

FEBRUARY 9, 2016

DEPARTURES:

1. Savannah Jewell – Sheriff's Office – 911 Dispatcher – 02/03/16 – General Fund – DOH 12/14/15
2. Mathilde Seibert – Health and Emergency Services – Administrative Clerk – 04/01/16 – Health Service Fund – DOH 06/28/05
3. Susan Williams – School Superintendent's Office – Administrative Assistant – 02/05/16 – General Fund – DOH 08/13/01

NEW HIRES:

4. Hannah Moore – Health and Emergency Services – Animal Control Officer – 02/16/16 – Rabies Control Fund – Replacing Jessica Palmer
5. Craig Humphrey – Health and Emergency Services – Communicable Disease Specialist – 02/29/16 – Bio Terrorism Program Fund – Replacing Sandra Pena

TEMPORARY HIRES TO COUNTY SERVICES:

6. Susan Williams – Globe Regional Justice Court – Temporary Justice Court Clerk Associate – 02/16/16 – General Fund

REQUEST TO POST:

7. School Superintendent's Office – Administrative Assistant – Vacated by Susan Williams
8. Health and Emergency Services – Administrative Clerk Senior – Vacated by Mathilde Seibert

FEBRUARY 16, 2016

DEPARTURES:

1. Wayne Dorsett – Sheriff's Office – Deputy Sheriff – 03/31/16 - Sheriff BLESF Program Fund – DOH 10/29/07
2. Noreen Prater – Sheriff's Office – Medical Assistant – 03/01/16 – General Fund – DOH 11/20/95

END PROBATIONARY PERIOD:

3. Robert Swinford – County Attorney's Office – Deputy County Attorney Senior – 02/17/16 – General Fund
4. Jefferson Dalton – County Attorney's Office – Civil Bureau Chief – 02/29/16 – General Fund
5. Travis Shields – Child Support – Deputy County Attorney – 02/29/16 – General Fund
6. Karen Yanez – County Attorney's Office – Legal Secretary Senior – 02/29/16 – General (.10)/AG Victim Rights(.90) Funds
7. Debra Blevins – Health and Emergency Services – Accounting Analyst – 02/24/16 – Various Funds

DEPARTMENTAL TRANSFERS:

8. Ashlie Enfield-Goss – Sheriff's Office – From Property and Evidence Custodian Underfill – To Property and Evidence Custodian – 02/15/16 – General Fund – Replacing Marcus Teague

OTHER ACTIONS:

9. Jonathan Manley – Superior Court – From Law Clerk/Bailiff – To Law Clerk/Bailiff(.50) – General Fund – Reduction in hours

REQUEST TO POST:

10. Sheriff's Office – Accounting Clerk Specialist – Vacated by Ashlie Enfield-Goss
11. Payson Regional Justice Court – Bailiff – New grant funded position

FEBRUARY 23, 2016

DEPARTURES:

1. Diana Jones – Finance – Accounting Analyst – 02/26/16 – General Fund – DOH 02/12/01

2. Susan Byrum – Superior Court – Court Reporter – 02/19/16 – General Fund – DOH 06/15/98

TEMPORARY HIRES TO COUNTY SERVICES:

3. Ryan Holguin – Constituent Services 2 – Temporary Laborer – 02/29/16 – General Fund – Replacing Ernest Salcido

4. Guadalupe Aldape – Constituent Services 2 – Temporary Laborer – 02/29/16 – General Fund – Replacing Frank Gonzales

END PROBATIONARY PERIOD:

5. Jasmine Gingras – Health and Emergency Services – Staff Nutritionist – 02/17/16 – WIC (.99)/Commodity Supplement Food Program (.01) Funds

6. Joseph Williams – Assessor’s Office – Chief Deputy Assessor – 02/29/16 – General Fund

OTHER ACTIONS:

7. Jeff McClure – Sheriff’s Office – Deputy Sheriff – 02/22/16 – General Fund – Position reassignment

REQUEST TO POST:

8. Superior Court – CASA Coordinator – New position

E. Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of January 25, 2016, through January 29, 2016; February 01, 2016, through February 05, 2016; and, February 08, 2016, through February 12, 2016.

F. Approval of finance reports/demands/transfers for the weeks of January 25-31, 2016 in the amount of \$383,382.29; February 1-7, 2016 in the amount \$690,852.81; February 8-14, 2016 in the amount of \$303,619.32; February 15-21, 2016 in the amount of \$466,391.00. (An itemized list of disbursements is attached to the minutes and permanently on file in the Board of Supervisors’ Office.)

Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously approved Consent Agenda action items 3A – 3F.

At 11:57 a.m. Vice-Chairman Martin left the meeting.

Item 4 – CALL TO THE PUBLIC: Call to the Public is held for public benefit to allow individuals to address the Board of Supervisors on any issue within the jurisdiction of the Board of Supervisors. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), at the conclusion of an open call to the public, individual members of the Board of Supervisors may respond to criticism made by those who have addressed the Board, may ask staff to review a matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.

There were no comments from the public.

Item 5 – At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the County Manager may present a brief summary of current events. No action may be taken on information presented.

Each Board member (excluding Vice-Chairman Martin) and the County Manager presented information on current events.

At 12:01 p.m. Supervisor Marcanti made a motion to go into executive session, which was seconded by Chairman Pastor and approved.

Item 6 – 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 executive session.)

At 12:13 p.m. Chairman Pastor reconvened the regular session.

A. Information/Discussion/Action to vote to go into executive session pursuant to A.R.S. § 38-431.03(A)(3) and 38-431.03(A)(4) regarding a proposed Settlement Agreement for Connie Sauer, Michael Donovan v. Gila County, ST2015-000264 regarding parcel number 302-43-135. After the Regular Meeting has been reconvened, move to direct the County Attorney's Office to proceed as directed in the executive session regarding this agenda item.

Supervisor Marcanti made a motion to approve the proposed Settlement Agreement for Connie Sauer, Michael Donovan v. Gila County, ST2015-000264 regarding parcel number 302-43-135, which was seconded by Chairman Pastor. Prior to Chairman Pastor calling for the vote, Mr. Dalton asked if the Board's motion was to approve the settlement of this property tax appeal for the amount discussed during the executive session, to which Chairman Pastor agreed that the amount as discussed in the Executive Session was included in his motion and he asked the Clerk of the Board if it was reflected as such in the record, to which she affirmed. He then asked for the vote, which passed.

There being no further business to come before the Board of Supervisors, Chairman Pastor adjourned the meeting at 12:14 p.m.

APPROVED:

Michael A. Pastor, Chairman

ATTEST:

Marian Sheppard, Clerk of the Board

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

Date: February 23, 2016

MICHAEL A. PASTOR

Chairman

MARIAN E. SHEPPARD

Clerk of the Board

TOMMIE C. MARTIN

Vice-Chairman

By: Laurie J. Kline

Deputy Clerk

JOHN D. MARCANTI

Member

Gila County Courthouse
Globe, Arizona

PRESENT: Michael A. Pastor, Chairman; John D. Marcanti, Member; Don E. McDaniel, Jr., County Manager; Marian E. Sheppard, Clerk of the Board; and Laurie J. Kline, Deputy Clerk.

ABSENT: Tommie C. Martin, Vice-Chairman, and there was no County Attorney present.

Item 1 – CALL TO ORDER - PLEDGE OF ALLEGIANCE

The Gila County Board of Supervisors met in a work session at 10:00 a.m. this date in the Board of Supervisors' hearing room. Janice Cook led the Pledge of Allegiance.

Item 2 – REGULAR AGENDA ITEMS:

A. Presentation and discussion of the schedule and assumptions established for the FY2017 Gila County preliminary budget.

Don McDaniel, County Manager, reviewed the various handouts that were provided to the Board, as follows: Schedule for Preparation of FY 2016-2017 Budget and Associated Tax Rates; FY2017 Budget Variables, Assumptions and Policies; and, FY 16/17 Budget Kickoff and Gila County Quarterly Leadership Meeting (comprised of elected officials and department heads). He reviewed the schedule (listed below) and stated that this year, in addition to elected offices and departments presenting their capital needs early on, Public Works and Finance will develop an Internal Service Fund, which contains prices for the cost to lease office space, use of a County vehicle and gas. These costs will be distributed to elected offices and departments in order to develop their budgets. He advised that the Budget Review Team is comprised of the same individuals who sit on the County Manager's Administrative Team. The Team members are: Don McDaniel, County Manager; Michael Scannell, Deputy County

Manager; Jacque Sanders, Assistant County Manager/Librarian; Jeff Hossenius, Finance Director; and, Shelley McPherson, Human Resources and Risk Management Director.

Schedule for Preparation of FY 2016-2017 Budget and Associated Tax Rates

Week of:

- Feb. 10 - Revenue range determination and property tax collection affect.
- Feb. 23 - Work Session with Budget Review Team and Board of Supervisors.
- March 10 - Budget kickoff and quarterly leadership meeting.
- March 25 - Submit departments/elected offices capital budget.
Submit plans for Internal Service Fund expenditures (includes fleet, fuel and facilities.)
- April 1 - Finalize distribution of Internal Service Fund expenditures.
Submit departments/elected offices staffing requirements and operating expenditures.
- May 2 - Departments/elected offices presentations to Budget Review Team.
- May 27 - Departments/elected offices tentative budgets completed.
- June 21 - Adoption of Gila County Tentative Budget.
- June 24 - Budgets complete from special taxing districts.
- June 29 - Public forum in Payson.
- June 30 - Public forum in Globe.
- July 26 - Adoption of Gila County Final Budget (Special Meeting).
- Aug. 15 - Certification of tax rates.

Mr. McDaniel then reviewed the budget variables, and recommended budget assumptions and budget policies (listed below). He explained that there is a 3% increase in the net assessed valuation overall for this year; however, that is 115% because of new construction. The overall net assessed value went up by over \$14 million and \$16 million of that amount is for new construction. If the County did not have an increase of \$16 million in the net assessed value because of new construction, Mr. McDaniel advised there would have been a decrease in the net assessed value of approximately \$2 million. The exact areas for new construction appear to be the hospital as a new improvement, expensive homes in the Payson area, and other properties that have been improved. Mr. McDaniel clarified that new construction only applies to assessments that are made through the County Assessor. He added that any valuation increase which is attached to new construction is not subject to the notification for tax increases, so the County would not be required to issue a Truth in Taxation Notice this year. The other assumption noted by Mr. McDaniel is that the County property tax rate will remain at \$4.19, and the tax levy will increase by approximately 4%. It is being assumed that employer paid medical insurance costs will increase by \$29.19 for individual coverage and \$58.00 for family coverage.

Chairman Pastor requested an updated report as to the distribution of the half-cent transportation excise tax with the cities and towns, to which Mr.

Hessenius replied that he would provide a report of the full distribution of that tax to the Board.

FY2016/2017 Budget Variables

- Net Assessed Value (NAV) of Property
- Property Tax Levy Limit
- Medical Insurance Costs
- Liability Insurance Costs
- Employer Paid Employee Retirement Costs
- Annual Employee Consumer Price Index (CPI) Salary Increases
- Annual Employee Performance Salary Increases
- Planned Capital Improvement Projects
- County Transportation Excise Tax (1/2 cent)
- Highway User Revenue Fund (HURF)
- Payments In-lieu of Taxes (PILT) Reauthorization
- Variation in Transaction Privilege Tax (TPT) Revenue
- State Legislative Mandates, Sweeps or Paybacks
- Number of Full Time Equivalent (FTE) Employees
- Staffing Vacancy Factor

FY2016/2017 Recommended Budget Assumptions

- Develop and Present a Balanced Budget
- Maintain Public Service Levels of all Elected Offices & Appointed Departments
- 3% Increase in Assessed Property Valuation (NAV)
- 3.3% Increase in NAV Related to New Construction
- Maintain County Primary Property Tax Rate of \$4.19
- Property Tax Levy Increases by approximately 4%
- Employer Paid Employee Medical Insurance Costs Increase \$29.19 for Individual & \$58.00 for Family Coverage
- Employer Paid Employee Retirement Payments Average Increase 3%
- Employees Receive 1.8% CPI Salary Increase (Full Fiscal Year)
- Employees Receive Average 2.5% Performance Increase (Half Fiscal Year)
- Approximately \$5M in Capital Improvement Projects Proposed
- Transportation Excise Tax to Continue at \$1.5M
- PILT to Continue at Historic Levels of \$3M
- TPT Revenue Continues at \$5M
- State of Arizona will continue approximately \$500,000 of cost shifts in: Judicial Salaries; Indigent Defense: HURF to DPS; Juveniles Housed at DJC; Department of Revenue Costs
- Maintain Staffing Levels at previously reduced FTE levels

FY2016/2017 Recommended Budget Policies

- County will maintain the existing Primary Property Tax Rate

- County will increase property tax levy by amount caused by new construction
- County will fund liability insurance cost increase
- County will fund Employee Retirement Benefit Cost increases including make up costs for PSPRS and CORP
- County will fund Employee CPI Salary increase
- County will fund employee performance salary increase
- County will fund \$2M in Capital Improvement Projects
- County & Employees will fund medical insurance cost increases (50/50 split)
- County will absorb any new cost shifts from the State
- Elected Official and appointed Department Heads continue to manager staffing levels (FTE) & salaries within the FY16 authorized position list & funding levels.

Mr. McDaniel stated that the that the last section of the hand out was the presentation outline and agenda for the FY16/17 Budget Kickoff and Quarterly Leadership Meeting to be held on March 10, 2016, with elected officials and appointed department heads.

Supervisor Marcanti inquired if the estimated improvement costs for the NAPA building (now referred to as Superior Court North) including the County Attorney's Office in Payson will be included in next year's budget assumptions. Mr. McDaniel replied that those costs were included in last's year's Capital Improvement Plan and they are also included in this year's Capital Improvement Plan. He advised that the Capital Improvement Plan will be discussed in detail at the budget kickoff meeting as well as the method of financing to be used in order to accomplish capital improvement projects.

Chairman Pastor stated that he remembered a problem last year with one of the special taxing district's budget being increased too much and he hoped a better system was in place in the Finance Division with regard to handling budgets for the special taxing districts. Mr. McDaniel stated that the special taxing districts submit their own budgets and the Finance Division sets the tax rate to meet those budgets; however, this year the plan is to make sure that the special taxing districts understand the process and how the tax rate is formulated and that it is based on the budget submitted each special taxing districts. Jeff Hessenius, Finance Division Director, added that he plans for staff to have a more interactive approach with respect to the special taxing districts to ensure a clear understanding of the process.

B. Discussion of the proposed issues to be addressed during the current session of the Arizona State Legislature.

Mr. McDaniel stated that this item is to provide the Board with an update regarding legislation and the position of the County with respect to Senate and House Bills.

Jacque Sanders, Assistant County Manager/Librarian, provided information regarding a spreadsheet, which can be accessed via the computer network that tracks the status of CSA (County Supervisors Association of Arizona) requests for responses to proposed legislation and the County's position on each of the House Bills (HB) or Senate Bills (SB), whether it is favorable or unfavorable. She then reviewed the following House and Senate Bills:

SB 1257: misconduct involving weapons; public places
Response: unfavorable

SB 1412: incompetent; non-restorable defendants; involuntary commitment
Response: no [State] funding

HB 2602: fireworks; permitted uses; regulation
Response: unfavorable

SB 1523: truth in taxation; levy increases
A response has not been requested from CSA yet.

Mr. McDaniel clarified that the unanimous vote required with SB1523 would happen at staff level and would require a unanimous vote by the Board of Supervisors for things that happen routinely and that this requirement would be unfavorable and not really appropriate.

SB 1428: The proposition and accompanying legislation permit the State to adjust certain benefits in the Public Safety Personnel Retirement System to alleviate system underfunding, including the replacement of the current permanent benefit increase structure with a cost of living adjustment that is indexed for inflation, capped at 2% per year. Mr. McDaniel stated that staff believes SB 1428 to be worthy of support. It's an excellent solution to a very difficult problem.

Chairman Pastor asked for clarification of how to access this information on the County network, at which time Ms. Sanders illustrated the steps to take on a computer in order to view this information on the County's internal network.

Supervisor Marcanti stated that he wanted to talk about opposing the bill regarding: "the list of exemptions from the tax base for the utilities classification of transaction privilege and use taxes is modified so that the exemption for the purchase price of electricity of natural gas by a business that is principally engaged in manufacturing or smelting operations and that uses at least 51% of the propane in the manufacturing or smelting operations no longer excludes gas transportation services." He stated that the larger cities

would be impacted as a result of the change to include “manufacturing” operations and may want to oppose this bill as well. Ms. Sanders clarified that the House Bill Supervisor Marcanti was referring to was HB 2025: utilities, TPT sale of propane.

Supervisor Marcanti also expressed concern for legislation that may discontinue the use of two cameras on state highways, specifically, one in Star Valley on SR 260, and one in El Mirage on US 60, as he feels this provides a positive financial impact for Star Valley. Ms. Sanders stated that this is not legislation that CSA is tracking at this time.

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 no 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 information presented.

Chairman Pastor presented information on current events. Supervisor Marcanti and Mr. McDaniel provided no comments at this time.

There being no further business to come before the Board of Supervisors, Chairman Pastor adjourned the meeting at 11:16 a.m.

APPROVED:

Michael A. Pastor, Chairman

ATTEST:

Marian Sheppard, Clerk of the Board

ARF-3652

Consent Agenda Item

3. Q.

Regular BOS Meeting

Meeting Date: 03/15/2016

Reporting Period: February 19, 2016; and February 26, 2016

Submitted For: Jeff Hessenius, Finance Director

Submitted By: Jeannie Sgroi, Contracts Administrator

Information

Subject

Report for County Manager Approved Contracts Under \$50,000 for Weeks Ending 02-19-16; and 02-26-16.

Suggested Motion

Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of February 15, 2015, through February 19, 2016; and, February 22, 2016, through February 26, 2016.

Attachments

Report for County Manager approved contracts for Weeks Ending 02-19-16, and 02-26-16

Service Agreement No. 011216-McSpadden Ford

Advertising and Marketing Agreement

Amendment No. 2-Kwik Kool

Amendment No. 1-Atwell, LLC

Amendment No. 1-Barkley Excavating LLC

Amendment No. 4-Globe Exterminators

Amendment No. 1-Earthquest Plumbing

Amendment No. 1-High Country Plumbing

Authorization to Utilize GSA Contract-Modular Solutions

COUNTY MANAGER APPROVED CONTRACTS UNDER \$50,000

February 15, 2016 thru February 19, 2016

Number/Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
011216 McSpadden Ford	Service Agreement No. 011216 Repair Vehicle B-133 K-9 Unit	\$3,386.39	02-17-16 to 06-30-16	02-17-16	Expires	Repair dent in driver's side door. Paint is peeling and needs complete paint on vehicle. Price includes new paint job for entire vehicle and repairs to the dent in the driver's side door.
Payson Roundup	Advertising and Marketing Agreement	\$12,000.00	03-01-16 to 02-28-17	02-17-16	Expires	The Board of Supervisors wishes to provide effective external communication for the public relating to Gila County's efforts for personal, family and community health and well-being.

February 22, 2016 thru February 26, 2016

Number/Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
102714 Kwik Kool Refrigeration	Amendment No. 2 to Service Agreement No. 102714 HVAC Repair & Maintenance-Copper Region	Increase contract amount of \$4,500 by \$5,000 for an amended contract amount of \$9,500.00	12-10-15 to 12-09-16	02-23-16	Option to renew for one additional one-year period	Amendment No. 2 will serve to increase the original contract amount of \$4,500.00 by \$5,000.00 for a new total contract amount of \$9,500.00, for the remainder of the contract term. Facilities wants a blanket Purchase Order with an HVAC company that can respond to heating and cooling problems in Southern Gila County.

February 22, 2016 thru February 26, 2016

Number/Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
031215 Atwell, LLC	Amendment No. 1 to Professional Services Contract No. 031215 Consulting Services for Landfills	\$40,000.00	03-18-16 to 03-17-17	02-23-16	Option to renew for one additional one-year period	Amendment No 1 will serve to extend the term of the contract from March 18, 2016 to March 17, 2017. In addition Amendment No. 1 will serve to increase the original contract amount of \$37,200 by \$2,800.00 for environmental consulting to be used, if needed and as requested, by Gila County. The Consultant will perform services on an as needed basis to support Russell Gulch Landfill, Buckhead Mesa Landfill and Dept. 433, the expansion of Russell Gulch landfill. Assignments may include financial assurance, Aquifer Protection Permit sampling, SWPPP sampling and reporting and Methane monitoring.
123114-1 Barkley Excavating, LLC	Amendment No. 1 to Service Agreement No. 123114-1 Snow Removal for County Offices in Payson	\$2,000.00	02-10-16 to 02-09-17	02-23-16	Option to renew for one additional one-year period	Amendment No. 1 will serve to extend the term of the agreement from February 10, 2016 to February 09, 2017. Contractor will provide snow removal when needed in parking lots of various County buildings in Payson.
121014 Globe Exterminators	Amendment No. 4 to Service Agreement No. 121014 Pest Control Service for Southern Gila County Gila County Facilities	Increase contract amount of \$9,655 by \$150 for an amended contract amount of \$9,805.00	02-18-16 to 02-17-17	02-23-16	Expires	Amendment No. 4 will serve to extend the contract for an additional year and increase the revised contract amount of \$9,655 by \$150.00, to add the Woman's Dorm, for a new contract total of \$9,805.00. Globe Exterminators provides pest control service for various Southern Gila County Facilities.

February 22, 2016 thru February 26, 2016

Number/Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
013115-1 Earthquest Plumbing, Inc.	Amendment No. 1 to Service Agreement No. 013015-1 Backflow Testing and Repairs Southern Gila County	\$5,000.00	03-11-16 to 03-10-17	02-23-16	Option to renew for one additional one-year period	Amendment No. 1 will serve to extend the term of the agreement from March 11, 2016 to March 10, 2017. Contractor will provide annual backflow inspections, testing and repairs as needed at 15 County Facilities in Southern Gila County.
011116 High Country Plumbing, Inc.	Amendment No. 1 to Service Agreement No. 011615 Backflow Testing & Repairs Northern Gila County	\$1,900.00	03-11-16 to 03-10-17	02-23-16	Option to renew for one additional one-year period	Amendment No. 1 will serve to extend the term of the agreement from March 11, 2016 to March 10, 2017. Contractor will provide annual inspections, testing and repairs as needed at 6 County Facilities in Northern Gila County.
GSA #GS507F0199L Modular Solutions	Authorization to Utilize a GSA Contract	\$18,410.85	02-26-16 to 03-31-16	02-25-16	Expires	Some time ago, Gila County purchased a modular building from Las Lomas school. It needs to be moved to the Fairgrounds for use by the Sheriff. The modular building will be used as a classroom/training/meeting place for the Sheriff's Office.

Tommie C. Martin, District I
610 E. Highway 260 Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

John D. Marcanti, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8511



GILA COUNTY
www.gilacountyaz.gov

Don E. McDaniel Jr., County Manager
Phone (928) 425-3231 Ext. 8761

Jeff Hessenius, Finance Director
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 011216

REPAIR VEHICLE B-133 K-9 UNIT

SHERIFF'S OFFICE

THIS AGREEMENT, made and entered into this 17TH day of FEBRUARY, 2016, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and McSpadden Ford Collision Center, of the City of Globe, State of Arizona, hereinafter designated the Contractor.

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

ARTICLE 1 - SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Sheriff's Office** or designee.

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

Scope of Work: Refer to attached Attachment "A" to **Service Agreement 011216** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 011216** 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 011216**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

ARTICLE 2 - TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

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

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

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

1. Commercial General Liability - Occurrence Form

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

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

- a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".**

2. Worker's Compensation and Employers' Liability

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

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

3. **Automobile Liability**

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)

\$1,000,000

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

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

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

Each Claim

\$1,000,000

Annual Aggregate

\$2,000,000

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

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

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

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

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed in the State of Arizona or which hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers 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 jsgroi@gilacountyaz.gov. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

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

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

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

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

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

ARTICLE 6 - WARRANTY: Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that

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

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

ARTICLE 7 - LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 8 - CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 9 - RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 - NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds.

It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 11 - ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 12 - NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

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

ARTICLE 14- TERM: The Contract commences on the date it is signed by the County Manager and remains in effect through June 30, 2016.

ARTICLE 15 - PAYMENT/BILLING: Contractor shall be paid an amount not to exceed \$3,386.39 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

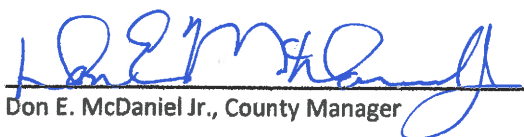
Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

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.

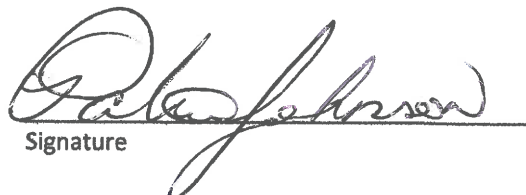
IN WITNESS WHEREOF, Service Agreement No. 011216 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY


Don E. McDaniel Jr., County Manager

Date: 2/12/14

MCSPADDEN FORD COLLISION CENTER


Signature

PATRICIA JOHNSON
Print Name



B-133

Date: 1/6/2016 09:44
 Estimate ID: 899
 Estimate Version: 0
 Preliminary
 Profile ID: mcspadden



Mcspadden Ford Collision Center

750 N Broad St PO BOX 2749, Globe, AZ 85502
 (928) 425-4491 ext. 5
 Fax: (928) 425-2804
 Email: mcspaddenpaint@cablone.net
 Tax ID: 86-0224424

Damage Assessed By: Craig Johnson
 Classification: None

Deductible: UNKNOWN

Owner: COUNTY

Mitchell Service: 913498

Description: 2003 Chevrolet Tahoe LT
 Body Style: 4D Ut 116" WB
 VIN: 1GNEC13Z63R301139
 OEM/ALT: A

Drive Train: 5.3L Inj 8 Cyl 2WD

Search Code: B705208

Options: CD CHANGER, PASSENGER AIRBAG, POWER DRIVER SEAT, POWER LOCK, POWER WINDOW
 POWER STEERING, REAR WINDOW DEFOGGER, AIR CONDITIONING, CRUISE CONTROL
 AM/FM STEREO, DRIVER AIRBAG, HEATED EXTERIOR MIRROR, REAR (DUAL-ZONE) AC
 LEATHER SEAT, POWER PASSENGER SEAT, LUGGAGE RACK, PREMIUM SOUND SYSTEM
 ANTI-LOCK BRAKE SYS., RUNNING BOARDS, FOG LIGHTS, ALUM/ALLOY WHEELS
 ANTI-THEFT SYSTEM, LEATHER STEERING WHEEL, CD PLAYER
 POWER ADJUSTABLE EXTERIOR MIRROR, PRIVACY GLASS, AUTO AIR CONDITION
 FIRST ROW BUCKET SEAT, TELEMATIC SYSTEMS
 REAR HEATING, VENTILATION & AIR CONDITIONING
 INTERIOR AUTOMATIC DAY/NIGHT OR ELECTROCHROMATIC MIRROR, DAYTIME RUNNING LIGHTS
 DRIVER SEAT WITH POWER LUMBAR SUPPORT, FRONT HEATED SEATS
 FRONT SEATS WITH POWER LUMBAR SUPPORT, KEYLESS ENTRY SYSTEM
 POWER FOLDING EXTERIOR MIRRORS, REAR AUDIO CONTROLS

Line Item	Entry Number	Labor Type	Operation	Line Item Description	Part Type/ Part Number	Dollar Amount	Labor Units
<u>Hood</u>							
1	300142	BDY	REPAIR	Hood Panel	Existing		1.0*
2		REF	REFINISH	Hood Outside			C 3.1
<u>Front Fender</u>							
3	300267	BDY	REPAIR	R Fender Panel	Existing		0.5* #
4		REF	REFINISH	R Fender Outside			C 1.6
5	300268	BDY	REPAIR	L Fender Panel	Existing		0.5* #
6		REF	REFINISH	L Fender Outside			C 1.6
<u>Front Door</u>							
7	300908	BDY	REPAIR	R Frt Door Shell	Existing		1.0* #
8		REF	REFINISH	R Frt Door Outside			C 2.3
9	300909	BDY	REPAIR	L Frt Door Shell	Existing		4.0* #
10		REF	REFINISH	L Frt Door Outside			C 2.3
11	302573	BDY	REMOVE/INSTALL	R Frt Otr Door Belt Moulding			0.2
12	302574	BDY	REMOVE/INSTALL	L Frt Otr Door Belt Moulding			0.2
13	300916	BDY	REMOVE/INSTALL	R Frt Rear View Mirror			0.2
14	300917	BDY	REMOVE/INSTALL	L Frt Rear View Mirror			0.2
15	301593	BDY	REMOVE/INSTALL	R Frt Door Handle			0.6 #
16	301594	BDY	REMOVE/INSTALL	L Frt Door Handle			0.6 #
<u>Rear Door</u>							
17	301030	BDY	REPAIR	R Rear Door Shell	Existing		0.5* #
18		REF	REFINISH	R Rear Door Outside			C 2.1

ESTIMATE RECALL NUMBER: 01/06/2016 09:47:46 899

Mitchell Data Version: OEM: OCT_15_V
 MAPP: OCT_15_V

Software Version: 7.1.187

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Page 1 of 3



Date: 1/6/2016 09:47
 Estimate ID: 899
 Estimate Version: 0
 Preliminary
 Profile ID: mcspadden



19	301331	BDY	REPAIR	L Rear Door Shell	Existing	0.1
20		REF	REFINISH	L Rear Door Outside		C 2.1
21	302686	BDY	REMOVE/INSTALL	R Rear Otr Door Belt Moulding		0.2
22	302687	BDY	REMOVE/INSTALL	L Rear Otr Door Belt Moulding		0.2
23	301595	BDY	REMOVE/INSTALL	R Rear Door Handle		0.7 #
24	301596	BDY	REMOVE/INSTALL	L Rear Door Handle		0.7 #
<u>Roof</u>						
25	301121	BDY	REPAIR	Roof Panel	Existing	2.0*
26		REF	REFINISH	Roof Panel Outside		C 4.3
27	301170	BDY	REMOVE/INSTALL	Roof Luggage Rack		1.5
<u>Quarter Panel</u>						
28	301206	BDY	REPAIR	R Quarter Outer Panel	Existing	0.5*
29		REF	REFINISH	R Quarter Panel Outside		C 2.5
30	301207	BDY	REPAIR	L Quarter Outer Panel	Existing	0.5*
31		REF	REFINISH	L Quarter Panel Outside		C 2.5
<u>Back Door</u>						
32	301347	BDY	REPAIR	R Back Door Shell	Existing	0.1*
33		REF	REFINISH	R Back Door Outside		C 1.6
34	301348	BDY	REPAIR	L Back Door Shell	Existing	0.1*
35		REF	REFINISH	L Back Door Outside		C 1.6
<u>Rear Lamp</u>						
36	301570	BDY	REMOVE/INSTALL	High Mount Stop Lamp		0.3
<u>Additional Costs & Materials</u>						
37	936004		ADD'L COST	Shipping		22.50 *
38	936012		ADD'L COST	Hazardous Waste Disposal		3.50 *
<u>ADDITIONAL OPERATIONS</u>						
39		REF	ADD'L OPR	Clear Coat		2.5*
40	933005	BDY	ADD'L OPR	Restore Corrosion Protection		12.50 *
41	933018	REF	ADD'L OPR	MASK FOR OVERSPRAY		5.00 *
<u>Additional Costs & Materials</u>						
42			ADD'L COST	Paint/Materials		903.00 *

* - Judgment Item

- Labor Note Applies

C - Included in Clear Coat Calc

Estimate Totals

I. Labor Subtotals					II. Part Replacement Summary		Amount
	Units	Rate	Add'l Labor Amount	Sublet Amount	Totals		
Body	16.8	50.00	12.50	0.00	852.50		
Refinish	30.4	50.00	5.00	0.00	1,525.00	Total Replacement Parts Amount	0.00
Non-Taxable Labor					2,377.50		
Labor Summary	47.2				2,377.50		

ESTIMATE RECALL NUMBER: 01/06/2016 09:47:46 899

Mitchell Data Version: OEM: OCT_15_V
 MAPP: OCT_15_V

Software Version: 7.1.187

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Date: 1/ 6/2016 09:47
 Estimate ID: 899
 Estimate Version: 0
 Preliminary
 Profile ID: mcspadden



III. Additional Costs				Amount	IV. Adjustments		Amount
Taxable Costs				929.00	Customer Responsibility		0.00
Sales Tax	@	8.600%		79.89			
Total Additional Costs				1,008.89			
Paint Material Method: Rates							
Init Rate = 30.00 , Init Max Hours = 99.9, Addl Rate = 0.00							
				I.	Total Labor:		2,377.50
				II.	Total Replacement Parts:		0.00
				III.	Total Additional Costs:		1,008.89
					Gross Total:		3,386.39
				IV.	Total Adjustments:		0.00
					Net Total:		3,386.39

This is a preliminary estimate.
Additional changes to the estimate may be required for the actual repair.

UNDERSIGNED ACKNOWLEDGES THAT PAYMENT IS THEIR RESPONSIBILITY. IN THE EVENT THE VEHICLE IS NOT REPAIRED AT THE COLLISION CENTER AFTER PARTS ARE ORDERED CUSTOMER IS RESPONSIBLE FOR COST OF RETURN OR TOTAL BALANCE. VEHICLE WILL NOT BE RELEASED WITH OUT FULL PAYMENT.

"FOR YOUR PROTECTION ARIZONA LAW REQUIRES THE FOLLOWING STATEMENTS TO APPEAR ON THIS FORM. ANY PERSON WHO KNOWINGLY PRESENTS FALSE/FRAUDULANT CLAIM FOR PAYMENT OF A LOSS IS SUBJECT TO CIVIL AND CRIMINAL PENELTIES"

I, the undersigned, hereby authorize the repair of my vehicle to McSpadden Ford Collision Center; by signing I also hereby authorize McSpadden Ford Inc to endorse my name to any and all drafts received for repairs, also to DIRECT PAYMENT to the repair facility. In the event the undersigned receives payment from the insurance company, they are responsible for the total sum of repairs. Which includes any and all insurance drafts, deductibles and customer pay repairs.

Gila County
 X Don E. McDaniel, Jr.
 RESPONSIBLE PARTY

CRAIG JOHNSON
 MANAGER

Don E. McDaniel, Jr.
 COUNTY MANAGER

ESTIMATE RECALL NUMBER: 01/06/2016 09:47:46 899

Mitchell Data Version: OEM: OCT_15_V
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GILA COUNTY Advertising and Marketing Agreement

This agreement is made effective on the 17th day of February, 2016 between the Payson Roundup (hereafter called the Company) and Gila County (hereafter called the Advertiser.) whereas the Company is the publisher of the Payson Roundup and its related products and the Advertiser wishes to purchase advertising in the said newspaper and its related products and services, the Company and the Advertiser therefore agree as follows:

Advertiser agrees to:

1) Your Health section sponsorship

a) Newspaper advertising

1) Advertiser agrees to purchase 12 branding advertisements (6 column x 3") and 12 quarter page (3 column x 10.5") advertisements on the two facing pages of "Your Health" between March 1, 2016 and February 28, 2017.

b) Online advertising

1) Advertiser agrees to purchase 25,000 monthly impressions of banner advertising on the Your Health section of payson.com between March 1 2016 and February 28, 2017. If the online section does not have adequate impressions to reach 25,000 threshold, additional impressions will be served on the pages of payson.com.

c) Electronic Newsletter

1) Advertiser agrees to purchase sponsorship of a "Your Health" newsletter e-mailed to approximately 6000 addresses containing links to the related editorial stories in that weeks printed Your Health section.

d) Monthly investment

1) Advertiser agrees to pay \$1,000 per run for 12 months, based on a 12 month schedule, for advertising specified in a) and b) and c) above.

e) Run of press (Display) newspaper advertising

1) Advertiser will be eligible to purchase additional display advertising in the Payson Roundup at the rate of \$7.75 per column inch.

1. The Company may, in its sole discretion, edit, classify, or reject any advertising copy submitted by the Advertiser.
2. The Advertiser shall make payment in advance for all advertising unless prior credit approval has been established.
3. The Advertiser with an established credit account shall make payment within 30 days of the billing date indicated on the Company's statement, and, in the event that it fails to make a payment within such time, Company may reject advertising copy and/or immediately cancel the contract, and the Advertiser agrees to indemnify Company of all expenses incurred in connection with the collection of amounts payable under this contract, including court costs and attorney's fees. If the agreement is cancelled due to advertiser's failure to make payment within 60, Company may re-bill the advertising for the outstanding balance due at the open rate.
4. This agreement cannot be invalidated for typographical errors, incorrect insertions or omission in advertising published. The company agrees to run corrective advertisement for that portion of the first insertion, which may have been rendered valueless by such typographical error, wrong insertion or omission by the Company. Advertiser shall notify the Company of such errors in time for correction before the second insertion. The Company shall not be liable to Advertiser for any loss that results from the incorrect publication of its advertisements.
5. The Advertiser agrees to hold harmless and indemnify the Company from all damages, costs and expenses, of any nature whatsoever, for which the Company may become liable by reason of its publication of the Advertiser's advertising.
6. All advertising copy which represents the creative effort of the Company, including the rights of the copyright therein. Advertiser understand and agrees that it can not authorize photographic or other reproduction, in whole or in part, of any such advertising copy for use in any other medium without express written consent of the Company.
7. This agreement may not be assigned or transferred by the Advertiser.
8. If the terms of this agreement are not fulfilled, the Company may re-bill the Advertiser at the appropriate earned rate.
9. This advertising agreement shall not be binding upon Company until approved by signature of advertising manager or publisher.

Advertiser Firm Name: Gila County

Address: 1400 E. Ash Street, Globe, AZ, 85501

City, State, Zip: Globe, AZ, 85501

Printed Name: Gila County

Advertiser Signature: 

Don E. McDaniel, County Manager

Date: 2/17/16

Company Sales Consultant

Date:

Company Advertising Manager:

Date:

Company Publisher: 

John Naughton

Date: 2/17/16



AMENDMENT NO. 2 to SERVICE AGREEMENT NO 102714

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

SERVICE AGREEMENT NO. 102714 HVAC REPAIR AND MAINTENANCE-COPPER REGION

KWIK KOOL REFRIGERATION

Effective December 10, 2014 Gila County and Kwik Kool Refrigeration entered into a contract whereby Kwik Kool Refrigeration agreed to provide HVAC Repair and Maintenance in Southern Gila County.

The contract expires December 09, 2015. Per page 6-Article 14, Term of the contract, the County shall have the right at its sole option to renew the contract for two (2) additional one (1) year periods.

AMENDMENT NO. 1 to Service Agreement No. 102714, was executed on October 27, 2015 extending the term of the Service Agreement for one (1) additional year from December 10, 2015 to December 09, 2016 with a not to exceed amount of Four Thousand Five Hundred dollars and no/100's (\$4,500.00).

The Facilities Department would like to increase the original contract amount of Four Thousand Five Hundred dollars and no/100's (\$4,500.00) by an additional Five Thousand Dollars and no/100's (\$5,000.00), to ensure that funds are available to cover repairs for the remainder of the December 10, 2015 to December 09, 2016 contract term.


Amendment No. 2 to Service Agreement No. 102714 will serve to increase the original contract amount of \$4,500.00 by Five Thousand dollars and no/100's (5,000.00) for a new total contract amount of Nine Thousand Five Hundred dollars and no/100's (\$9,500.00).

The contractor will continue to bill for services pursuant to Attachment "A" of the original Service Agreement but in no event shall charges for the December 10, 2015 to December 09, 2016 term exceed Nine Thousand Five Hundred dollars and no/100's (\$9,500.00) without prior written agreement of the County.

All other terms, conditions and provisions of the original Contract, shall remain the same and apply during the December 10, 2015 to December 09, 2016 renewal period.


IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 23rd day of FEBRUARY, 2016.

GILA COUNTY:


Don E. McDaniel Jr., County Manager

Date: 2/23/16

KWIK KOOL REFRIGERATION:


Signature

Kenneth W. Cick
Print Name



AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT NO. 031215

The following amendments are hereby incorporated into the contract documents for the below stated project:

PROFESSIONAL SERVICES CONTRACT NO. 031215 CONSULTING SERVICES FOR LANDFILLS

ATWELL, LLC

Effective March 18, 2015, Gila County and Atwell, LLC entered into a contract whereby Atwell, LLC agreed to provide Consulting Services For Landfills.

Professional Services Contract No. 031215 will expire on March 17, 2016. Per Page 6, Article VIII – Contract Period, Gila County shall have the right, to renew the contract for two (2) additional one (1) year periods, upon agreement of both parties.

In addition, the Recycling & Landfill Management Department would like to increase the original contract amount of Thirty-Seven Thousand Two Hundred dollars and no/100's (\$37,200.00) by an additional Two Thousand Eight Hundred dollars and no/100's (\$2,800.00), for environmental consulting to be used if needed and as requested by Gila County.

Amendment No. 1 to Professional Services Contract No. 031215, will allow for Gila County to exercise the option to renew the term of the agreement for one (1) one (1) year term, from March 18, 2016 to March 17, 2017.

Further, **Amendment No. 1** will serve to increase the original contract amount of \$37,200.00 by Two Thousand Eight Hundred dollars and no/100's (\$2,800.00), *if needed and as requested by the County*, for a new total contract amount of Forty Thousand dollars and no/100's (\$40,000.00). *If additional services are needed and requested by the County, Consultant shall bill them per Attachment "A" to Contract No. 031215 - 2015 Rate Sheet.*

The Consultant will continue to bill for services pursuant to Article IX – Payment, of the original contract, but in no event shall charges for the March 18, 2016 to March 17, 2017 extension exceed \$40,000.00 without prior written agreement of the County.

All other terms and conditions of the original agreement shall remain in full force and affect during the March 18, 2016 to March 17, 2017 term of the contract.

IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 23rd day of FEBRUARY, 2016.

GILA COUNTY:


Don E. McDaniel Jr., County Manager

Date: 2/23/16

ATWELL, LLC


Signature

RICHARD T. PERRUS
Print Name



AMENDMENT NO. 1 to SERVICE AGREEMENT NO. 123114-1

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

SNOW REMOVAL FOR COUNTY OFFICES IN PAYSON

FACILITIES DEPARTMENT

Effective February 10, 2015, Gila County and Barkley Excavating LLC entered into a contract whereby Barkley Excavating LLC agreed to provide Snow Removal for County Offices in Payson.

Service Agreement No. 123114-1 will expire on February 09, 2016. **Per Article 14-Term**, Gila County shall have the option, to renew the contract for two (2) additional (1) year periods.

Amendment No. 1 to Service Agreement No. 123114-1, will allow for Gila County to exercise the option to renew the term of the Agreement for one (1) additional one (1) year term, from February 10, 2016 to February 09, 2017, for a contract amount of not to exceed Two Thousand dollars and no/100's (\$2,000.00) without prior written approval from the County.

All other terms, conditions and provisions of the original Contract, shall remain the same and apply during the February 10, 2016 to February 09, 2017 renewal period.

IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 23rd day of FEBRUARY, 2016.

GILA COUNTY:


Don E. McDaniel Jr., County Manager

Date: 2/23/16

BARKLEY EXCAVATING LLC


Signature

William J. BARKLEY
Print Name



AMENDMENT NO. 4 to SERVICE AGREEMENT NO. 121014

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

PEST CONTROL SERVICE FOR SOUTHERN GILA COUNTY

GILA COUNTY FACILITIES

Effective February 18, 2015, Gila County and Globe Exterminators entered into a contract whereby Globe Exterminators agreed to provide pest control service for Gila County Facilities from February 18, 2015 through February 17, 2016.

Amendment No. 1 to Service Agreement No. 121014 was executed on March 18, 2015 to add four buildings to the scope of work for an increase of \$640.00 to the original contract amount of Seven Thousand Nine Hundred Forty dollars and no/100's (\$7,940.00), for a new contract total of Eight Thousand Five Hundred Eighty dollars and no/100's (\$8,580.00).

Amendment No. 2 to Service Agreement No. 121014 was executed on April 28, 2015 to pay for removing or destroying bee colonies and rodent eradication at various Southern Gila County Facilities for an increase of \$600.00 to the amended contract amount of Eight Thousand Five Hundred Eighty dollars and no/100's (\$8,580.00), for a new contract total of Nine Thousand One Hundred Eighty dollars and 00/100's (\$9,180.00).

Amendment No. 3 to Service Agreement No. 121014 was executed on July 15, 2015 to cover the cost of bee removal already incurred and to leave funding available for approximately two additional bee removal situations, or other pest removal situations not covered by regularly scheduled services for an increase of \$475.00 to the amended contract amount of Nine Thousand One Hundred Eighty dollars and no/100's (\$9,180.00), for a new contract total of Nine Thousand Six Hundred Fifty-Five dollars and 00/100's (\$9,655.00).

The contract expires on February 17, 2016. Per page 7, Article 14 - Term of the contract, the County shall have the right at its sole option to renew the term of the agreement for one (1) one (1) year term, from February 18, 2016 to February 17, 2017.

In addition Facilities would like to increase the contract amount by an additional One Hundred Fifty dollars and no/100's (\$150.00) to cover the Woman's Dorm being invoiced monthly as opposed to quarterly.

Amendment No. 4 to Service Agreement No. 121014 will extend the agreement from February 18, 2016 to February 17, 2017. In addition Amendment No. 4 will serve to increase the revised contract amount of Nine Thousand Six Hundred Fifty-Five dollars and/100's (\$9,655.00) for a new total contract amount of Nine Thousand Eight Hundred Five dollars and no/100's (\$9,805.00).

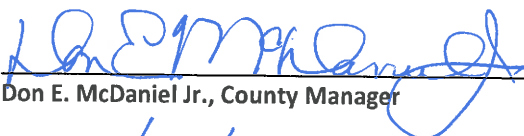
Contractor will continue to bill for services pursuant to the Fee and Schedule of the original Service Agreement, but in no event shall charges for the February 18, 2016 to February 17, 2017 extension exceed \$9,805.00 without prior written agreement of the County.

All other terms, conditions and provisions of the original Contract, shall remain the same and apply during the February 18, 2016 to February 17, 2017 renewal period.

IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 23rd day of February, 2016.

GILA COUNTY:

GLOBE EXTERMINATORS


Don E. McDaniel Jr., County Manager

Date: 2/23/16


Signature

William D Roten III
Print Name



AMENDMENT NO. 1 to SERVICE AGREEMENT NO. 013015-1

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

BACKFLOW TESTING AND REPAIRS

SOUTHERN GILA COUNTY

Effective March 11, 2015 Gila County and Earthquest Plumbing, Inc. entered into a contract whereby Earthquest Plumbing, Inc. agreed to provide annual backflow inspections, testing and repairs as needed at various Southern Gila County Facilities.

Service Agreement No. 013015-1 will expire on March 10, 2016. **Per Article 14-Term**, Gila County shall have the option, to renew the contract for two (2) additional (1) year periods.

Amendment No. 1 to Service Agreement No. 013015-1, will allow for Gila County to exercise the option to renew the term of the Agreement for one (1) additional one (1) year term, from March 11, 2016 to March 10, 2017, for a contract amount of not to exceed Five Thousand dollars and no/100's (\$5,000.00) without prior written approval from the County.

All other terms, conditions and provisions of the original Contract, shall remain the same and apply during the March 11, 2016 to March 10, 2017 renewal period.

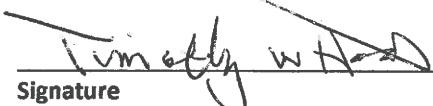
IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 23rd day of FEBRUARY, 2016.

GILA COUNTY:


Don E. McDaniel Jr., County Manager

Date: 2/23/16

EARTHQUEST PLUMBING, INC.


Signature

Print Name



AMENDMENT NO. 1 to SERVICE AGREEMENT NO. 011615

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

**BACKFLOW TESTING AND REPAIRS
NORTHERN GILA COUNTY**

FACILITIES MANAGEMENT

Effective March 11, 2015 Gila County and High Country Plumbing, Inc. entered into a contract whereby High Country Plumbing, Inc. agreed to provide annual backflow inspections, testing and repairs as needed, at various Northern Gila County Facilities.

Service Agreement No. 011615 will expire on March 10, 2016. **Per Article 14-Term**, Gila County shall have the sole option, to renew the contract for two (2) additional (1) year periods.

Amendment No. 1 to Service Agreement No. 011615, will allow for Gila County to exercise the option to renew the term of the Agreement for one (1) additional one (1) year term, from March 11, 2016 to March 10, 2017, for a contract amount of not to exceed One Thousand Nine Hundred dollars and no/100's (\$1,900.00) without prior written approval from the County.

All other terms, conditions and provisions of the original Contract, shall remain the same and apply during the March 11, 2016 to March 10, 2017 renewal period.

IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 23rd day of FEBRUARY, 2016.

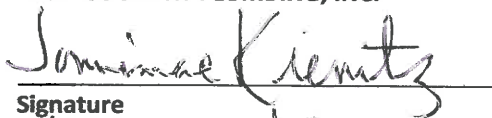
GILA COUNTY:



Don E. McDaniel Jr., County Manager

Date: 2/23/16

HIGH COUNTRY PLUMBING, INC.



Signature



Print Name

CONTRACT AGREEMENT FORM

Contract Name: Prefabricated Structures and Outdoor Smoking Shelters Contract No.: GSA Contract #GS07F0199L

Statement of Mutual Consent and Intent

Some time ago, Gila County purchased a modular building from Las Lomas school. It needs to be moved to the Fairgrounds for use by the Sheriff. The modular building will be used as a classroom/training/meeting place for the Sheriff's Office.

Contract End Date: 02-26-16 to 03-31-16

Renewal Option: ☐ Yes
☒ No

Maximum Dollar Limit: \$18,410.85

Contract Information

Firm Name: Modular Solutions, Ltd. Contact Person: Mitzi Garcia

Address: P.O. Box 15507 Phone No: 602-952-9741

City: Phoenix State: AZ Fax: _____ Email: mitzig@mod-Sol.com

Special Notes:

Gila County is a member of the General Services Administration (GSA), for cooperative purchasing. By using the GSA contract with Modular Solutions, Ltd. it will save the county in both time and money for a rate that already been established.

Authorization to use a Cooperative Purchasing Agreement with the General Services Administration, Contract No. GS07F0199L approved this 26th day of FEBRUARY, 2016.

GILA COUNTY


Don E. McDaniel, County Manager



Estimate

DATE	PROJECT #
8/31/2015	7165GC-15

Response To Request for Quote 080515-2 Gila County
 Modular Move & Set Up
 This Becomes Attachment to Contract

ITEM	DESCRIPTION	UNIT COST	QUANTITY	TOTAL
Labor	Dismantle Existing Modular Building	\$2,300.00	1	\$2,300.00
Labor	Close up Materials/Shipping Walls/Plastic	\$350.00	1	\$350.00
Labor	Remove & Dispose Existing Tie Downs	\$300.00	1	\$300.00
Labor	Install Hardware Misc Make Axles functioning	\$615.00	1	\$615.00
Labor	Supply & Install /Remove Shipping Tires Temporary	\$95.00	12	\$1,140.00
Labor	Labor to Relocate & Reinstall Stairs & Ramps	\$1,500.00	1	\$1,500.00
Labor	Transport From Current Site To New Location	\$725.00	2	\$1,450.00
Labor	Rail Set Into Place (Tight Set Backs & Hitch Locations)	\$400.00	1	\$400.00
Labor	Block & Level New Location	\$2,500.00	1	\$2,500.00
Labor	Foundation Engineering & design	\$625.00	1	\$625.00
Labor	XI Tie downs Installation	\$225.00	2	\$450.00
Labor	Hitch Removal New Location	\$35.00	2	\$70.00
Labor	State of AZ Plan Review Fee	\$250.00	1	\$250.00
Labor	Local County Permit BY OTHERS at this time	\$0.00	0	\$0.00
Labor	Site Manager & Project Manager Fees	\$1,875.00	1	\$1,875.00
Labor	Trash Clean Up & Removal (our scope only) not all site	\$250.00	1	\$250.00
Labor	Mobilization & Demobilization Fee	\$500.00	1	\$500.00
Materials	provide three brake axles	\$245.00	3	\$735.00
Materials	provide new pads & piers for installation	\$90.00	18	\$1,620.00
Materials	Marriage line 6 x posts per foundation standards	\$115.00	4	\$460.00
Materials	XI Tie Downs Materials	\$50.00	2	\$100.00
Materials	General Conditions			\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

EXCLUSIONS: ANYTHING NOT LISTED

Subtotal (Per Above Estimate)	\$17,490.00
Tax (Apply to One Time Fees Only; 6.6 % on 65% of Subtotal)	\$920.85
Performance/Payment Bond NOT INCLUDED	\$0.00
Grand Total	\$18,410.85

Modular Solutions, Ltd
 PO Box 15507 / Phoenix, AZ 85060
 (Phone) 602-952-9741 / (Toll Free) 800-441-8577 / (Fax) 602-952-9627
www.modularsolutionsltd.com

PROJECT CLARIFICATIONS

- ☐ Modular Solutions, Ltd did not see any State approved insignia Tags or state ID numbers on the building. IF these are required additional fees will be required for installation an additional fee for reconstruction and state approval will be required (approx \$6,500)
- ☐ Gila County is in agreement with the State of Arizona for inspections. State of AZ will only charge for a plan review & all local permits and inspections will come from Gila County. We have included the STATE fee in our scope, but no local permits or obtaining local permits at this time.
- ☐ State jurisdiction requires a minimum of 20' setback from adjacent structures and buildings or fire rating is usually required. No provisions have been made for set backs , fire rating, fire alarms, or fire sprinklers in this proposal.
- ☐ State plan review requires one line electrical plan, sewer/water connection plan, scaled site plan, and proof of local zoning. This items are BY OTHERS at this time. We have included only the foundation plan for the installation stamped by a PE.
- ☐ No provisions have been made for any site utility connections (ie water, sewer, etelectric, etc)
- ☐ Installation of ramps & stairs assumes we will be able to reset (install) the building at the same height at the new location. If not , additional materials or new ramp may be required
- ☐ State requires new pads & piers on installations, so we have included this fee in the proposal. If the local jurisdiction will allow reuse and the piers are not too rusted we can offer a reduction in fees to reuse the existing pads & piers currently under the building.
- ☐ This proposal does NOT include any provisions for skirting at this time, approx \$2,500 for labor and materials on this item.
- ☐ No provisions for painting interior or exterior trims. Assumes reuse of all existing materials. If you want to replace those it is a cost of \$650 (interior & exterior marriage line trim) That would not include painting the trims , just material & labor of installation.
- ☐ No provisions to repair or paint existing ramps and stairs - moved "as-is"
- ☐ Marriage line will have a "carpet-bar" at center where floor sections come together. Does not include any provisions for cleaning or providing new floor covering in this proposal.
- ☐ Ceiling tiles are as is - no replacement or change of tiles are included
- ☐ No warranty on the building. Only on our scope of installation - new roof cap material will be provided at marriage line, but can not warrant the existing roof will not leak at new location.
- ☐ Exclusions: Anything not listed
- ☐ Payment Terms: 50% due upon ready to ship, 50% due upon substantial completion. Payment not to be withheld due to work by others (ie local permit , utility connections, etc).

Thank you for this opportunity, please contact us with any questions:

Mitzi Garcia - Sales & Estimating

Modular Solutions, Ltd

mitzig@mod-sol.com or 602-605-8202 or 602-292-5673 (mobile)

Modular Solutions, Ltd

PO Box 15507 / Phoenix, AZ 85060

(Phone) 602-952-9741 / (Toll Free) 800-441-8577 / (Fax) 602-952-9627

www.modularsolutionsltd.com