

PURSUANT TO A.R.S. §38-431.01, THE GILA COUNTY BOARD OF SUPERVISORS WILL HOLD AN OPEN MEETING IN THE SUPERVISORS' HEARING ROOM, 1400 EAST ASH STREET, GLOBE, ARIZONA. ONE OR MORE BOARD MEMBERS MAY PARTICIPATE IN THE MEETING BY TELEPHONE CONFERENCE CALL OR BY INTERACTIVE TELEVISION VIDEO (ITV). **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 - MONDAY, AUGUST 15, 2016 - 10:00 A.M.

1. **CALL TO ORDER - PLEDGE OF ALLEGIANCE
- INVOCATION**

2. **PUBLIC HEARINGS:**
 - A. Information/Discussion/Action to authorize the submission of a Federal Fiscal Year 2016 Community Development Block Grant (CDBG) Application to the State of Arizona, Department of Housing for CDBG Regional Account funding in the amount of \$132,242 and adopt related Resolution Nos. 16-08-03, 16-08-04 and 16-08-05 for two proposed CDBG housing rehabilitation projects in Gila County. **(Malissa Buzan)** Adopted

 - B. Information/Discussion/Action to adopt Order No. LL-16-03, an application submitted by Donald Taylor for a new Series 10 Beer and Wine Liquor License for Taylors Pine located in Pine. **(Marian Sheppard)** Adopted

3. **REGULAR AGENDA ITEMS:**
 - A. Information/Discussion/Action to set primary and secondary property tax rates for 2016 for all taxing jurisdictions within Gila County and convey tax rates for all jurisdictions to the County Treasurer, and adopt Resolution No. Adopted

16-08-02 providing for the collection of taxes for all jurisdictions by the County Treasurer for fiscal year 2016-2017. **(Don McDaniel)**

- B. Information/Discussion/Action to direct staff to begin negotiations with The Gordian Group to facilitate a Job Order Contract for the construction of the Superior Court North building at 110 W. Main Street in Payson. **(Steve Sanders)** Directed Staff
- C. Information/Discussion/Action to authorize the advertisement of Invitation for Bid No. 070816 for the purchase of up to two new or used full sized, regular cab, 3/4 ton pickup trucks to be utilized by the Public Works Division. **(Steve Sanders/Robert Mawson)** Authorized
- D. Information/Discussion/Action to authorize the advertisement of Request for Proposals No. 080116 for WAN (Wide Area Network) and Internet Services. **(Kelly Riggs/Robert Mawson)** Authorized
4. **CONSENT AGENDA ACTION ITEMS: (Any matter on the Consent Agenda will be removed from the Consent Agenda and discussed and voted upon as a regular agenda item upon the request of any member of the Board of Supervisors.)**
- A. Approval of Amendment No. 1 to Funding Agreement No. 203-16 between the Arizona Department of Housing and the Gila County Division of Community Services, Housing Service, to amend the Scope of Work to indicate the change in Low Income Home Approved

Energy Assistance Program (LIHEAP) income eligibility level to 200% of the federal poverty guidelines and the LIHEAP rolling average per unit expenditure to \$7,105.

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| B. | Approval of an Application for Extension of Premises/Patio Permit submitted by Tamara Morken to temporarily extend the premises where liquor is permitted to be served at THAT Brewery Rimside Grill located in Pine for a Labor Day event to be held on September 3-4, 2016, an annual Oktoberfest event to be held on September 24-25, 2016, and a Halloween event to be held on October 29, 2016. | Approved |
| C. | Approval of a Special Event Liquor License Application submitted by Pine Strawberry Fuel Reduction, Inc. to serve liquor at an event to be held at the Mary Ellen Randall Horse Arena located in Pine on September 16-18, 2016. | Approved |
| D. | Approval to authorize the Gila County Animal Control Department to submit a grant application to the Arizona Companion Animal Spay and Neuter Committee for \$10,000 to expand its discounted spay/neuter services in Gila County for a period of one year. | Approved |
| E. | Acknowledgment of the June 2016 monthly activity report submitted by the Payson Regional Constable's Office. | Acknowledged |
| F. | Acknowledgment of the July 2016 monthly activity report submitted by the Payson Regional Constable's Office. | Acknowledged |

- | | | |
|----|---|--------------|
| G. | Acknowledgment of the Fiscal Year 2015-2016 Annual Report submitted by the Payson Regional Constable's Office. | Acknowledged |
| H. | Acknowledgment of the June 2016 monthly activity report submitted by the Recorder's Office. | Acknowledged |
| I. | Acknowledgment of the June 2016 monthly activity report submitted by the Clerk of the Superior Court's Office. | Acknowledged |
| J. | Acknowledgment of the July 2016 monthly activity report submitted by the Globe Regional Constable's Office. | Acknowledged |
| K. | Approval of the July 26, 2016, and August 3, 2016, Board of Supervisors' meeting minutes. | Approved |
| L. | Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of June 27, 2016 through July 01, 2016; and July 4, 2016 through July 8, 2016. | Acknowledged |
| 5. | 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 | No Comments |

matter be put on a future agenda for further discussion and decision at a future date.

6. At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the County Manager may present a brief summary of current events. No action may be taken on information presented. 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-3902

Public Hearing 2. A.

Regular BOS Meeting

<u>Meeting Date:</u>	08/15/2016		
<u>Submitted For:</u>	Malissa Buzan	<u>Submitted By:</u>	Allison Torres, Case Manager
<u>Department:</u>	Community Services	<u>Division:</u>	Comm. Action Program/Housing Servs.
<u>Fiscal Year:</u>	2016-2017	<u>Budgeted?:</u>	Yes
<u>Contract Dates</u>	2016-2017	<u>Grant?:</u>	Yes
<u>Begin & End:</u>			
<u>Matching</u>	No	<u>Fund?:</u>	New
<u>Requirement?:</u>			

Information

Request/Subject

Community Development Block Grant (CDBG) Application for Federal FY 2016 Regional Account (RA) Funding

Background Information

The CDBG program was started with the Housing and Community Development Act of 1974 where the Department of Housing and Urban Development was to distribute funds to entitlement communities for projects that would develop viable communities, provide decent housing, suitable living environments and expand economic opportunities. It wasn't until 1981 that each state received an allocation on behalf of the non-entitlement communities and in 1982 funds were distributed and administered from the Arizona Department of Housing (ADOH) to the four rural Councils of Government within Arizona.

Each year an eligible application is submitted by communities to the ADOH for projects that must meet at least one of the following national objectives; benefiting an area that is 51% or more low to moderate income; prevent or eliminate slum and blight; or address an urgent need due to a natural disaster or human health hazard.

Evaluation

This is an application to submit for CDBG RA funds. Federal funds are funneled through the ADOH and the Central Arizona Association of Governments. This is a yearly regional fund source allocated to cities, towns and counties within the State of Arizona. Funding, if awarded, would be in the amount of \$132,242.

Per statutory requirement, two public hearings must be held; one public hearing is to obtain input from citizens and one public hearing is to be held by the local governing board, which in Gila County it is the Board of Supervisors. The ADOH allows the two public hearings to be combined when applying for RA funding and State Special Projects (SSP) Account funding. This particular application is just for RA funding. Another application requirement is that the Board of Supervisors needs to adopt resolutions verifying that all of the application requirements have been met, and they must be submitted with the application. The Board of Supervisors is being asked to adopt Resolution numbers 16-08-03, 16-08-04, and 16-08-05. Once adopted these resolutions can also be used when it is time to submit an application for SSP funding.

Conclusion

If approval is granted and funding awarded, the Community Action, Housing services Program will be able to provide services in the form of single family home owner rehabilitation to two eligible citizens residing in Gila County.

Recommendation

The Community Services Director recommends that the Board of Supervisors adopt the three resolutions being presented and approve this application.

Suggested Motion

Information/Discussion/Action to authorize the submission of a Federal Fiscal Year 2016 Community Development Block Grant (CDBG) Application to the State of Arizona, Department of Housing for CDBG Regional Account funding in the amount of \$132,242 and adopt related Resolution Nos. 16-08-03, 16-08-04 and 16-08-05 for two proposed CDBG housing rehabilitation projects in Gila County.

(Malissa Buzan)

Attachments

Resolution No. 16-08-03

Resolution No. 16-08-04

Resolution No. 16-08-05

FFY 2016 CDBG Application for Regional Account Funds



RESOLUTION NO. 16-08-03

A RESOLUTION OF THE GILA COUNTY BOARD OF SUPERVISORS AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE STATE OF ARIZONA, DEPARTMENT OF HOUSING FOR FISCAL YEAR (FY) 2016-2017 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) STATE SPECIAL PROJECTS FUNDS, AND REGIONAL ACCOUNT FUNDS; CERTIFYING THAT SAID APPLICATION MEETS THE COMMUNITY'S PREVIOUSLY IDENTIFIED HOUSING AND COMMUNITY DEVELOPMENT NEEDS AND THE REQUIREMENTS OF THE CDBG PROGRAM; AND, AUTHORIZING ALL ACTIONS NECESSARY TO IMPLEMENT AND COMPLETE THE ACTIVITIES OUTLINED IN SAID APPLICATION.

WHEREAS, the Gila County Board of Supervisors is desirous of undertaking community development activities; and

WHEREAS, the State of Arizona is administering the CDBG program; and

WHEREAS, the activities outlined within this application address the community's low and moderate income population housing needs; and

WHEREAS, recipients of funds from the CDBG program are required to comply with the program guidelines, and state and federal statutes and regulations;

NOW, THEREFORE, BE IT RESOLVED that the Gila County Board of Supervisors authorizes an application to be made to the State of Arizona, Department of Housing for FY 2016-2017 CDBG State Special Projects funds, and Regional Account funds; authorizes its Chairman to sign the application and contract or grant documents for receipt and use of these funds for owner occupied housing rehabilitation; and, authorizes its Chairman to take all actions necessary to implement and complete the activities submitted in said application; and

BE IT FURTHER RESOLVED that the Gila County Board of Supervisors will comply with all CDBG program guidelines; state and federal statutes and regulations applicable to the CDBG program; and the certifications contained in this application.

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

Attest:

GILA COUNTY BOARD OF SUPERVISORS

Marian Sheppard, Clerk of the Board

Michael A. Pastor, Chairman

Approved as to form:

Jefferson R. Dalton
Deputy Gila County Attorney
Civil Bureau Chief



RESOLUTION NO. 16-08-04

A RESOLUTION OF THE GILA COUNTY BOARD OF SUPERVISORS AUTHORIZING THE ADOPTION OF OWNER-OCCUPIED HOUSING REHABILITATION GUIDELINES DATED AUGUST 3, 2016, IN RELATION TO AN APPLICATION FOR FISCAL YEAR (FY) 2016-2017 COMMUNITY DEVELOPMENT BLOCK GRANT STATE SPECIAL PROJECTS FUNDS AND FISCAL YEAR 2016 REGIONAL ACCOUNT FUNDS FOR AN OWNER-OCCUPIED HOUSING REHABILITATION ACTIVITY.

WHEREAS, Gila County is desirous of undertaking an owner-occupied housing rehabilitation program; and

WHEREAS, this program is funded with Community Development Block Grant (CDBG) State Special Projects (SSP) funds and Regional Account (RA) funds provided by the State of Arizona; and

WHEREAS, the CDBG SSP and RA require that every local government requesting State Housing Funds (SHF) for housing rehabilitation adopt specific guidelines for such a program; and

WHEREAS, Gila County has developed such Owner-Occupied Housing Rehabilitation Guidelines (OOHRGs) dated August 3, 2016, which have been pre-approved by the CDBG program;

NOW, THEREFORE, BE IT RESOLVED that the Gila County Board of Supervisors hereby adopts such OOHRGs dated August 3, 2016, in order to implement its housing rehabilitation program that will be funded through its applications for FY 2016-2017 CDBG SSP funds and FY 2016 RA funds; and

BE IT FURTHER RESOLVED that Gila County shall utilize such OOHRGs without revisions except such authorized by the chief elected official or a person authorized in writing to approve such revisions via the CDBG SSP's CD-1 form, with such revisions submitted to the CDBG SSP within a maximum of 10 working days of authorization.

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

Attest:

GILA COUNTY BOARD OF SUPERVISORS

Marian Sheppard, Clerk of the Board

Michael A. Pastor, Chairman

Approved as to form:

Jefferson R. Dalton
Deputy Gila County Attorney
Civil Bureau Chief



RESOLUTION NO. 16-08-05

**A RESOLUTION OF THE GILA COUNTY BOARD OF SUPERVISORS
ADOPTING A RESIDENTIAL ANTI-DISPLACEMENT AND
RELOCATION ASSISTANCE PLAN FOR FISCAL YEAR (FY) 2016-2017,
AS REQUIRED UNDER SECTION 104(d) OF THE HOUSING AND
COMMUNITY DEVELOPMENT ACT OF 1974, AS AMENDED.**

WHEREAS, Section 104(d) of the Housing and Community Development Act of 1974, as amended, and its associated regulations require that each applicant for Community Development Block Grant (CDBG) funds must adopt, make public and certify that it is following a residential anti-displacement and relocation assistance plan; and

WHEREAS, Gila County is submitting applications to the Arizona Department of Housing for HOME Partnership Projects funding, and CDBG State Special Projects and Regional Account funding;

NOW, THEREFORE, BE IT RESOLVED, that the Gila County Board of Supervisors does hereby adopt the Residential Anti-Displacement and Relocation Assistance Plan as described below.

RESIDENTIAL ANTI-DISPLACEMENT AND RELOCATION ASSISTANCE PLAN

The County of Gila will replace all occupied and vacant occupiable low/moderate (LM) income dwelling units demolished or converted to a use other than as LM income housing as a direct result of activities assisted with funds provided under the Housing and Community Development Act of 1974, as amended.

All replacement housing will be provided within three years of the commencement of the demolition or rehabilitation relating to conversion.

Before obligating or expending funds that will directly result in such demolition or conversion, the County of Gila will make public and submit to the Arizona Department of Housing the following information in writing:

1. A description of the proposed activity;
2. the general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as LM income dwelling units as a direct result of the assisted activity;
3. a time schedule for the commencement and completion of the demolition or conversion;

4. the general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units;
5. the source of funding and a time schedule for the provision of replacement dwelling units; ~~and~~
6. the basis for concluding that each replacement dwelling unit will remain a LM income dwelling unit for at least 10 years from the date of initial occupancy; and,
7. information demonstrating that any proposed replacement of housing units with smaller dwelling units (e.g., a 2-bedroom unit with two 1-bedroom units) or any proposed replacement of efficiency or single-room occupancy units with units of a different size is appropriate and consistent with the housing needs and priorities identified in the State of Arizona's approved Consolidated Plan.

Gila County Housing Services will provide relocation assistance, as described in the Housing and Community Development Act (Act), as amended, and implement all regulations of the Act, to each LM income household displaced by demolition of housing or by the conversion of a LM income dwelling unit to another use as a direct result of assisted activities.

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

Attest:

GILA COUNTY BOARD OF SUPERVISORS

Marian Sheppard, Clerk of the Board

Michael A. Pastor, Chairman

Approved as to form:

Jefferson R. Dalton
Deputy Gila County Attorney
Civil Bureau Chief



Gila County Community Services Division

"A Community Action Agency"

5515 S. Apache Ave. Suite 200, Globe, AZ 85501

(928) 402- 8650

"Improving the Quality of Life for all Residents, one life at a time"

August 16, 2016

Alan Urban
Community Development Coordinator
Central Arizona Governments
1075 S. Idaho Rd. #300
Apache Junction, Az. 85219

RE: CDBG Regional Account FFY 2016

Dear Mr. Urban:

Enclosed is Gila County's application for FFY 2016 Community Development Block Grant Regional Account Fund application, including 1 copy.

Please contact me if there is any further information needed regarding this application.

Sincerely,

Malissa Buzan

Summary of Forms

Form 1. Application Cover Sheet	√
Form 2. General Administration, Summary Sheet	√
Form 3. Activity Budgets (excluding Administration)	√
For Forms 4 through 9, only ONE of the following forms should be submitted for EACH activity, unless otherwise noted.	
• Form 4. Public Works and Safety Facilities Equipment	n/a
• Form 5. Community and Supportive Housing Facilities/Barrier Removal	n/a
• Form 6. Public Services	n/a
• Form 7. Neighborhood Revitalization and Redevelopment	n/a
• Form 8. Housing	√
• Form 9. Economic Development/Job Creation or Retention (Form 13 or Form 14 may also be required.)	n/a
For Forms 10 through 16, Forms 12 and 16 (16HR if Housing Rehab) are mandatory, and remaining forms should be completed as applicable.	
• Form 10. Urgent Needs.	n/a
• Form 11. Colonias (submit for all activities to be funded from the Colonias set aside)	n/a
• Form 12. Demographic/Racial and Ethnicity Data National Objective (for each activity)	√
• Form 13. Areawide LM National Objective (for each activity as applicable)	n/a
• Form 14. Limited Clientele LM National Objective (for each activity as applicable)	n/a
• Form 15. Slum/Blight National Objective (for each activity as applicable)	n/a
• Form 16. CDBG Milestones for project planning	n/a
• Form 16-HR. CDBG Milestones for Housing Rehab project planning	√

Table of Contents - ALL pages in the application are to be numbered consecutively. If a page is inserted after the initial numbering has been done, it can be shown as "page 11.a", or "15.a.b.c. etc." to avoid renumbering pages. A section labeled Miscellaneous with no subheadings is not acceptable

The entire application should be two-hole punched at the top and secured (clasp, staple, etc.). Do not submit applications in binders.

Applicants are strongly encouraged to use this checklist and include it with the Application, as it can benefit Applicant by improving the quality of the Application and expediting processing.



FORM 1
FY 2016 COMMUNITY DEVELOPMENT BLOCK GRANT
APPLICATION COVER SHEET

<input checked="" type="checkbox"/>	A. Regional Account (RA) COG: CAG	<input type="checkbox"/>	B. State Special Project (SSP)
<input type="checkbox"/>	C. Colonias	<input type="checkbox"/>	D. NRS: Date approved: / / Approval on page:

1. Applicant and DUNS Number: Gila County 074462102	2. Legislative/ Congressional Districts: 1 / 5
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3. Address (with 9-digit zip code): 5515 S. Apache Avenue, Suite 200, Globe, Arizona 85501-4430
 Name of County Applicant Located In: Gila

4. Contact Person/Title (Grantee) Malissa Buzan/Director	5. Contact Person/Title (COG/Other): Malissa Buzan/Director
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Phone/Fax/Email: 928-425-7631/928-425-9468/mbuzan@co.gila.az.us	Phone/Fax/Email: 928-425-7631/928-425-9468/mbuzan@co.gila.az.us
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6. Complete the following information for the activities for which you are requesting funds in a single contract (maximum of 2 including Administration). Complete an additional Form 1 for each additional activity included in the application. Item d: Fund types are (1) Leverage, (2) Program Income, or (3) Other.

a. Activity Name	b. CDBG Funds	c. Non-CDBG Funds	d. Fund Type	e. Total Funds
1. Administration	23,660.00			23,660.00
2. OOHR	108,582.00			108,582.00

Total CDBG Funds Requested for this Project (Activities #1 and #2): \$ **132,242.00**

8. List all other activities applied for this fiscal year. Indicate by which application includes the required general information (Certifications, Disclosure Report, etc.) and administration funds. Note that there will be a separate contract for each activity except Administration.

Activity Name	Amount (CDBG \$ only)	CDBG USE ONLY - Contract No.
<input type="checkbox"/> a.		
<input type="checkbox"/> b.		
<input type="checkbox"/> c.		
<input type="checkbox"/> d.		

9. Total CDBG Funds Requested (all activities applied for this fiscal year, including administration): \$

10. Certification: To the best of my knowledge and belief, data in this application are true and correct, the document has been duly authorized by the governing body of the applicant and the applicant will comply with the attached Certifications if the assistance is approved.

Signature of the Chief Elected Official	Date:
Name (typed): Michael A. Pastor	08/15/2016
	Title: Chairman, Gila County Board of Supervisors

FORM 1
FY ____ COMMUNITY DEVELOPMENT BLOCK GRANT
APPLICATION COVER SHEET

- A., B. and C. Indicate whether this application is to a Regional Account, SSP or to the Colonias Set Adise. If to a Regional Account, indicate which COG by name, i.e., NACOG, WACOG, CAAG or SEAGO.
- D. Indicate if the application includes a Neighborhood Revitalization Strategy (NRS). A NRS must be approved before the application is submitted and the application must include a copy of the approval letter from ADOH.

LINE ITEM INSTRUCTIONS:

1. Provide the name of the applicant.
2. Indicate the Congressional (federal) and Legislative (state) District(s) in which your community is located.
3. Provide the complete mailing address, including zip code + four, of the applicant community and the county it is located in.
- 4.-5. Enter the name, title, telephone number, fax number, and e-mail address for a Contact Person who is a local government employee or elected official.

COG staff may be named as a CDBG co-contact but a person employed by or an elected official of the local government must be named as the primary CDBG Contact Person.

CDBG prefers having one primary CDBG Contact Person with the Grantee and COG. However, we realize that some grantees wish to have additional persons named. These should be provided on an additional attached sheet and be officially designated as well.
- 6.a. List only ONE (1) activity other than Administration. Please include a descriptive activity name, e.g., type of public improvement and whether new or replacement with the type of activity following the descriptive name.
- 6.b. Show the amount of CDBG funds requested for each activity. Use whole dollars only. If Activity #1, Administration, will not be funded with CDBG funds or is included with another activity, enter -0- in the space; do NOT delete the column.
- 6.c. Show the total of all "Non-CDBG Funds" that will be necessary to complete the activity. "Non-CDBG Funds" include three categories of funds/resources:
 - (L) Leverage, which must meet the definition in the specific COG's MOD (for an RA application), or the definition in the handbook (for an SSP application), and must be tracked by the community.
 - (PI) Program Income from a prior CDBG grant.
 - (O) Other, reflects the minimum amount of other funds or the value of other resources (such as city crews or equipment) necessary to complete the activity as described in the application.
- 6.d. Indicate the type of funds, i.e., CDBG, Leverage, Program Income, or Other. Include a copy of either an adopted resolution or legally-binding commitment to support guarantee of other funds.
- 6.e. Total of (b) and (c) for each activity

7. **Show the total amount of CDBG funds from the two activities listed in Section 6.**
8. **Include the amount of CDBG funds requested for each activity and indicate which activity/contract will include Administration funds and other required information that is submitted with only one application/activity such as Certifications, Disclosure Report, Public Participation information, etc.**
9. **Show the total amount of CDBG funds for ALL applications submitted this fiscal year.**
10. **This form must have an original signature. Only the Chief Elected Official or other individual as authorized by the governing body of the applicant in the Resolution to Submit an Application for CDBG funds can provide this signature.**



COMMUNITY DEVELOPMENT BLOCK GRANT ACTIVITY DESCRIPTION: HOUSING ACTIVITIES

1. Applicant: Gila County

2. Activity Name: Owner-Occupied Housing Rehab

3. Map(s) attached as page(s) 10-14

Examples of eligible housing activities include: private housing rehabilitation, public housing rehabilitation and modernization, infrastructure in support of new housing, new construction by eligible sub-recipients, housing services, property acquisition or conversion.

4. Type of Housing Activity (check all which apply):

- a. Single family unit, owner-occupied residential rehabilitation (Housing Rehab Guidelines required)
- b. Residential rental rehabilitation, one or two units (one of which must be occupied by low and moderate income persons) (Guidelines required)
- c. Residential rental rehabilitation, more than two units (51% low and moderate income persons)
- d. New housing construction (only eligible if executed by a sub-recipient)
Proforma attached as page
- e. Acquisition or conversion of property for housing
Proforma attached as page
- f. Housing services
- g. Lead-based paint hazard evaluation and reduction
- h. Infrastructure related to a proposed housing project
Proforma attached as page
- i. Home Ownership Assistance (Home Ownership Assistance Guidelines required)
- j. NRS Area (If the activity will take place in an approved NRS area, persons do not need to be income qualified. However, the applicant must also complete Form 13 and attach to application as page .)
- k. Commercial Rehabilitation
- l. Other (describe):

5. WHAT ARE YOU GOING TO DO?

Describe the activity and what is intended to be accomplished. See instructions.

We propose to provide Owner-Occupied Housing Rehabilitation assistance to two homes. This activity will be conducted within Gila County boundaries except reservation land. OOHR will complete 2 or more projects at an average of \$37,356.00 (each participant will meet the low/mod income qualifications) in the form of a forgivable non-interest bearing deferred payment loan. The option of replacement may be performed as per our Housing Rehab Guidelines. Each participant will be selected on a first come, first served basis from Gila County's housing rehabilitation waiting list. All rehabilitation services will be done by in house staff and all construction services will be done by licensed and insured general contractors that meet the Gila County and State criteria.

6. For construction or acquisition or conversion of property, complete the following:

- a. Is the site properly zoned? Yes No If no, when will the zoning issue be resolved?
n/a
- b. Are all utilities presently available to the site? Yes No If no, which utilities must be brought to the site? n/a
Who has the responsibility for bringing utilities to the site? n/a
- c. Provide copy of deed of ownership as page n/a

7. WHY ARE YOU GOING TO DO IT?

Describe the problems and conditions or other factors that indicate a need for the activity.
Gila County has an area of 4,768 square miles, with a high percentage of homes built before 1939. Our housing stock is in poor condition, especially in the Southern part of Gila County, we have a high percentage of elderly and low-income population. Our goal is to preserve our housing stock by allowing the elderly and low-income population to remain in their homes. Our economic outlook has remained dismal, with above average unemployment rates in Gila County. On average, there are 100 applicants on our OOHHR waiting list. That is why we propose to rehabilitate two owner occupied single family residences.

8. Indicate:

a. Total Number of People to be Served: 6

d. Total Number of Units: 2

b. Total Low Moderate People: 6

e. Total Low Moderate Units: 2

c. LM Percentage: 100%

f. Source of Information as page:
www.zipmap.net/Arizona/Gila-County.htm, and Google maps

9. Will there be program income generated from the activity? Yes No

If yes, describe the program income source and estimated amount. If a DPL is required, this must be completed and RLF procedures developed and submitted for approval to CDBG.

10. Describe the income qualification process to be used. Include the name, title, and phone number of the persons responsible for the process and indicate the date the information was obtained.

Income will be verified during the Pre-Application Process, Estelle Belarde, Housing Assistant will review documentation of all household income during this time.

11. If applicable, it is assumed that the activity will use federal Housing Quality Standards (HQS) as the housing rehabilitation standard. If HQS or a more stringent state or local code will not be adhered to, describe the code or standard that will be used and provide a rationale for the proposed standard. This cannot be "NA." *Please specify the specific code that will be followed in your rehab program, which at a minimum must be HQS.*

Arizona State Weatherization Standards as well as Federal Housing Quality Standards will be used for all OCHR projects in this contract.

12. For housing acquisition, conversion, or new construction projects and programs, indicate the entities that will act as the owner, developer, and manager, including a name, title, address and phone number of a responsible official for each entity (if available).

n/a

13. a. For housing acquisition, construction, or conversion projects, attach documentation verifying a commitment to finance the project and make the dwellings available to low and moderate income households as page n/a.

b. Proforma attached as page

14. For all rental housing projects and programs:

a. attach a listing of the rents to be charged after rehabilitation (which must be affordable);

b. a definition of affordable;

c. a method whereby such were made public; and

d. if available, submit a copy of the draft agreement with the landlord that includes the process to be used to solicit tenants (see page)

15. For homeownership assistance, include the following:

- a. Indicate if potential homeowners will seek their own financing. If a particular financing entity has been identified, provide the name, address and contact person for that entity.
n/a
- b. Name, address, and phone number of the entity that will provide housing support services:

16. Ensure that any permanent relocation or displacement impacts of the project have been considered. This could potentially occur with the removal of low income housing stock from the market through demolition, acquisition, or conversion of dwellings. Contact the Council of Governments or CDBG Program staff for details.

Permanent Relocation/displacement anticipated? Yes (Describe plans or see page) No

17. If assistance to an eligible non-profit organization is proposed, supplemental information must be provided with your application. This information must include:

- a. Copy of articles of incorporation attached as page
- b. By-laws attached as page
- c. Tax exempt status attached as page
- d. Current board of directors attached as page
- b. Most recent audit and financial report attached as page
- c. Civil Rights Certification attached as page
- d. Financial Management Certification attached as page
- h. Statement from the Corporation Commission that the corporation has not been dissolved and is currently in good standing, attached as page



FORM 12
COMMUNITY DEVELOPMENT BLOCK GRANT
NATIONAL OBJECTIVE COMPLIANCE
DEMOGRAPHIC/RACIAL DATA

1. Applicant Name	Gila County	2. Project Name	OOHR
--------------------------	-------------	------------------------	------

This form should be used to capture demographic/racial data for CDBG-funded projects.

3. Demographic/Ethnicity Data

- a) Source of Racial/Demographic Data: Waiting List
- b) See page(s): 23-25

Demographic Category	Number/ # 4a)	Percentage/ % 4b)	Hispanic/Latino Ethnicity/# 5a)	Percentage/ % 5b)
Single Race Categories				
White	2	100	1	0
Black/African American	0	0	0	0
Asian	0	0	0	0
American Indian/Alaskan Native	0	0	0	0
Native Hawaiian/Other Pacific Islander	0	0	0	0
Multi-Race Categories:				
American Indian/Alaskan Native & White	0	00	0	0
Asian & White	0	0	0	0
Black/African American & White	0	0	0	0
American Indian/Alaskan Native & Black/African American	0	0	0	0
Other Multi-Racial	0	0	0	0
Non-Hispanic/Latino Ethnicity			1	100
TOTAL 6)	2	100%	0	0

Total Hispanic/Latino Ethnicity 7)		1
---	--	----------

For reporting purposes, Hispanic is no longer classified as a race, but as an ethnic category. Thus, those collecting data on race must also ask the individual if he/she considers his/herself to be of Hispanic ethnicity. The Hispanic ethnicity has the potential to span across all races. Those who are White, Black, Asian, Pacific Islanders, American Indian, or Other Multi-Racial may also be counted as being Hispanic.



Arizona
Department
of Housing

FORM 16 - HR
CDBG - MILESTONES FOR PROJECT PLANNING
HOUSING REHABILITATION

1. Applicant Gila County

2. Activity OOHR

Indicate below the initiation and completion dates for activity milestones (i.e. major events that must be accomplished to initiate and implement the CDBG funded activity). Month one is the first month after the effective date of the contract. If a milestone has already been achieved on an item pre-approved by the CDBG program, please note it.

Milestones	Months	1	2	3	4	5	6	7	8	9	10	11	12
		Oct 16	Nov 16	Dec 16	Jan 17	Feb 17	Mar 17	Apr '17	May 17	Jun '17	Jul '17	Aug '17	Sep 17
General ERR							X						
Marketing											X		
Quarterly Progress Reports								3-15-17			7-15-17		
Request for Payment (at least quarterly)					3-15-17			3-15-17			7-15-17		
House(s) #1 & 2													
ERR (Appendix A)							3/15/17						
Initial Inspection & Work write-ups									5/15/17				
Procurement													
Construction & Final Inspection												8/15/17	
House(s) #													
ERR (Appendix A)													
Initial Inspection & Work write-ups													
Procurement													
Construction & Final Inspection													

ERR (Appendix A)													
Initial Inspection & Work write-ups													
Procurement													
Construction & Final Inspection													
House(s) #													
ERR (Appendix A)													
Initial Inspection & Work write-ups													
Procurement													
Construction & Final Inspection													
House(s) #													
ERR (Appendix A)													
Initial Inspection & Work write-ups													
Procurement													
Construction & Final Inspection													
CLOSEOUT													
Milestones ↓ Months →	25	26	27	28	29	30	31	32	33	34	35	36	
Marketing													
Quarterly Progress Reports													
Request for Payment (at least quarterly)													
House(s) #													



CERTIFICATIONS

APPLICANT CERTIFICATIONS FOR FFY 2016

The applicant hereby assures and certifies that:

1. It possesses legal authority to apply for Community Development Block Grant funds, and to execute the proposed program.
2. Prior to the submission of the application, the applicant's governing body has duly adopted or passed as an official act a resolution authorizing the submission of the application, including all understandings, assurances, statutes, regulations and orders contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
3. Its chief executive officer or other officer of the applicant approved by the State:
 - a. Consents to assume the status of a responsible Federal official under the National Environmental Policy Act of 1969 (NEPA) and other provisions of Federal law, as specified at 24 CFR 58.1(a) (3) and (a)(4), which further the purposes of NEPA insofar as the provisions of such Federal law apply to this program.
 - b. Is authorized and consents on behalf of the applicant and him(her)self to accept the jurisdiction of the federal and State courts for the purpose of enforcement of his/her responsibilities as such an official.
4. It will comply with the provisions of Executive Order 11990, relating to evaluation of flood hazards and Executive Order 11288 relating to the prevention, control and abatement of water pollution.
5. It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), Executive Order 11593, and the Preservation of Archeological and Historical Data Act of 1966, P.L. 93-291 (16 U.S.C. 469a-1, et.seq.).
6. It will administer and enforce the labor standard requirements of the Davis Bacon Act, as amended at 40 U.S.C. 276a-276a-5, and the Contract Work Hours and Safety Standards Act at 40 U.S.C. 327-333.
7. It will comply with the provisions of 24 CFR Part 24 relating to the employment, engagement of services, awarding of contracts or funding of any contractors or subcontractors during any period of debarment, suspension or placement in ineligibility status.
8. It shall comply with the requirements of the 1992 Lead Based Paint Poisoning Prevention Act of 42 U.S.C. 4821-4846 (also Title X of the Housing and Community Development Act of 1992) and implementing regulations at 24 CFR Part 35.
9. It will comply with the provisions of 24 CFR part 58 "Uniform Grant Administrative Requirements" and OMB Circular A-87.
10. It will comply with the American Disabilities Act and Section 504 of the Rehabilitation Act, as amended.

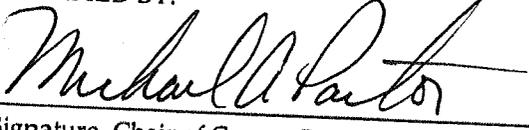
11. It will comply with
 - a. Title VI of the Civil Rights Act of 1964 (Pub. L. 88- 352), and the regulations issued pursuant thereto (24 CFR Part 1).
 - b. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90- 284), as amended.
 - c. Section 109 of the Housing and Community Development Act of 1974.
 - d. Executive Order 11063 pertaining to equal opportunity in housing and nondiscrimination in the sale or rental of housing built with Federal assistance.
 - e. Executive Order 11246, and the regulations issued pursuant thereto (24 CFR Part 130 and 41 CFR Chapter 60).
 - f. Section 3 of the Housing and Urban Development Act of 1968, as amended.
 - g. Federal Fair Housing Act of 1988, P.L. 100-430.
 - h. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1973, 42. U.S.C. 6101-07, and the prohibitions against discrimination against persons with handicaps under Section 504 of the Rehabilitation Act of 1973, (P.L. 93-112), as amended, and the regulations at 24 CFR Part 8.
 - i. The requirements of the Architectural Barriers Act of 1966 at 42 U.S.C. 4151-415.
12. It will comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations.
13. The Applicant certifies that there was no participation in any aspect or manner of the due diligence, compilation, preparation, or submission process relating to this Application, or the project that is the subject of this Application, by any person(s) or entity(ies) in violation of applicable State of Arizona (such as those found at A.R.S. §§ 38-501 - 38-511) or federal (such as those found at 24 CFR 92.365 relating to the administration of HOME funds or 24 CFR 570.611 relating to the administration of CDBG funds) conflict of interest laws . Should ADOH determine that such a conflict exists; the Application will be discontinued from consideration of the award at issue. Further, violations of any other applicable state or federal law will similarly result in disqualification of the Application from consideration of said award. Applicant further certifies It will comply with applicable conflict of interest provisions, incorporate such in all contracts and establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
14. It will comply with the provisions of the Hatch Act that limits the political activity of employees.
15. It will give representatives of the State, the Secretary of HUD, the Inspector General, and the General Accounting Office access to all books, accounts, records, reports, files and other papers, things, or property belonging to it or in use by it pertaining to the administration of State CDBG assistance.
16. It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the program are not listed on the Environmental Protection Agency's (EPA) list of violating facilities and that it will notify the State of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
17. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Pub.L. 93-234, 87 Stat., 975, approved December 31, 1973. Section 103 (a) required, on and after March 2, 1974.
18. It has AND WILL COMPLY WITH THE PROVISIONS OF THE STATE OF ARIZONA CITIZEN AND PUBLIC PARTICIPATION PLAN FOR THE STATE OF ARIZONA CDBG PROGRAM.

19. It has developed plans to minimize displacement of persons as a result of activities assisted in whole or in part with CDBG funds and to assist persons actually displaced as a result of such activities, and has provided information about such plans to the public.
20. It will not recover any capital costs of public improvements assisted in whole or in part with CDBG funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements **unless**:
 - a. the CDBG funds are used to pay the proportion of the fee or assessment that is financed from other revenue sources, or;
 - b. it will certify to the State in writing that it lacks sufficient CDBG funds to comply with (a) but that it will not assess properties owned by very low-income persons.
21. It will provide all other funds/resources identified in the application, or any additional funds/resources necessary to complete the project as described in the application as submitted, or as may be later amended.
22. It will comply with the requirements of the Single Audit Act of 1996 and OMB Circular A-133; and if the grant is closed out prior to all funds having been audited, it shall refund to ADOH any costs disallowed as a result of any audit conducted after the date of grant closeout.
23. It hereby adopts and will enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and will enforce applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.
24. It will ensure that, to the best of the knowledge and belief of the undersigned:
 - a. no Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in the connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
 - b. if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - c. the undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

"This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

25. It shall comply with the provisions of Section 102 of the HUD Reform Act of 1989.
26. It shall ensure that efforts are made to recruit minority, disabled and woman owned businesses for its vendor/supplier lists.

CERTIFIED BY:



Signature Chair of County Board

8/15/2016

Date

Michael A. Pastor, Chairman, Gila County Board of Supervisors
Typed Name of Mayor or Chair of County Board

NOTE: The Attorney General has ruled that these Certifications must have an original signature when submitted to the CDBG Program. If an applicant submits more than one application, the Certifications should be included in the application that includes administration funds and other general items such as public participation, resolutions, etc.



Applicant: Gila County

CDBG Contract No.(if known): _____ RA for FFY 2016 SSP for FFY 2016/2017

**CDBG DISCLOSURE REPORT
FEDERAL FISCAL YEAR
10/1/2013- 9/30/2014**

This form must be completed and submitted with each application for CDBG funds.

PART I - APPLICANT INFORMATION

1. Applicant, Complete Address with 9-digit zip code, Phone Number:
Gila County Community Services Division
5515 S. Apache Avenue, Suite 200
Globe, Arizona 85501-4430 Telephone: 928-425-7631
2. Federal Employer Identification Number: 86-6000444
3. Indicate whether this is: Initial Report Update Report # _____
4. Amount of this CDBG Grant Applied for: \$132,242.00

PART II - THRESHOLD DETERMINATION

1. Is the amount listed in 4(above) more than \$500,000? Yes No
2. Have you received, can reasonably expect to receive, or applied for other HUD assistance (through programs listed in Appendix A of the Instructions) during the current federal fiscal year, which when added to 4. (above) amounts to more than \$500,000? Yes No

PART III - OTHER GOVERNMENT ASSISTANCE PROVIDED/APPLIED FOR

Provide the requested information for any other Federal, State and/or local governmental assistance *either awarded or applied for, which will be used in conjunction with this CDBG grant.*

Name and Address of Agency Providing or Applied to for Assistance	Program	Type of Assistance	Amount Requested or Awarded
			\$
			\$
Az Deptment of Housing	DOE, LIHEAP	Weatheriza tion	\$121,729.00
	SWG	Weatheriza tion	\$27,150.00
Phoenix, AZ 85004			
			\$
			\$
			\$

PART IV - INTERESTED PARTIES

Identify any person or entity that has a pecuniary interest in this project that exceeds \$50,000 or 10% of the CDBG assistance (whichever is lower). All consultants, developers or contractors involved in the CDBG application or in the planning, development or implementation of the project must be identified as an interested party unless procured through a competitive process.

List of all Persons with a Reportable Financial Interest in the Project	Social Security No. or Employer ID No.	Type of Participation in the Project	Financial Interest in the Project (\$ and %)
			\$ / %
			\$ / %
			\$ / %
			\$ / %
			\$ / %
			\$ / %
			\$ / %
			\$ / %
			\$ / %
			\$ / %

PART V - EXPECTED SOURCES AND USES OF FUNDS

DISCLOSURE REPORT INSTRUCTIONS

All communities receiving CDBG grants must complete and submit the Disclosure Report either with the application or after receipt of the CDBG award letter. *Note that no contract will be issued until the CDBG Program receives a completed Disclosure Report.*

PART I - GRANTEE INFORMATION

Complete information requested.

Updated reports are required if:

- Information was omitted from the initial report;
- Additional interested parties are identified (unless such are identified through other documents such as those relating to the procurement process);
- A person or entity's pecuniary interest has increased;
- Government assistance has increased by \$250,000 or 10% (whichever is lower);
- There is a change in the source and/or use of funds that exceeds the amount of all previously disclosed sources and/or uses of funds by \$250,000 or 10% (whichever is lower).

PART II - THRESHOLD DETERMINATION

Complete information requested.

PART III - OTHER GOVERNMENT ASSISTANCE PROVIDED/APPLIED FOR

Complete information requested.

PART IV - INTERESTED PARTIES

Interested parties are those persons and entities with a reportable pecuniary interest in the project. A *pecuniary interest means any financial involvement* in the project, including such situations in which a person or entity:

- Has an equity interest in the project,
- Shares in any profit or resale;
- Shares in any distribution of cash surplus or other assets of the project;
- Receives compensation for any goods or services provided in connection with the project. (Exception: if compensated as a result of a competitive procurement process.)

(The following are not considered interested parties: local CDBG administrative staff, recipients of housing rehab assistance, and rehab contractors as long as the rehab agreement is between the property owner and the contractor.)

If an entity is disclosed, the information provided in Part IV must include the identification of each officer, director, principal stockholder or other official of the entity.

Applicants/grantees may not be aware of all interested parties when completing this report. If, as the project is implemented, the grantee becomes aware of other interested parties, it should submit an updated Disclosure Report.

PART V - EXPECTED SOURCES AND USES OF FUNDS

Note that this section must include all other assistance identified in Part III as well as the CDBG funds.

Describe the "Uses of Funds" in general terms - do not provide line item budget information.

PART VI - CERTIFICATION

Have Chief Elected Official sign and date form.

Original must be included with application.

APPENDIX A

The following HUD programs are considered "covered assistance" for purposes of the Disclosure Report. All applicants for CDBG funds must review this list to determine if they are receiving or can reasonably expect to receive assistance from any of these covered sources in determining whether they reach the threshold (Part II). Applicants must consider: a) ALL CDBG funds for which they will apply, both RA and all SSPs; b) ALL other "covered assistance" whether received directly from HUD or through the State, e.g., ADOH or DES.

NOTE: This list does NOT include the HOME program.

1. Section 312 Rehab Loans under 24 CFR Part 510 except loans for single-family properties
2. Rental Rehabilitation Grant Programs
3. Specific projects or activities under Title I of the Housing and Community Development Act of 1974 to:
 - a) HUD for a Special Purpose Grant
 - b) HUD for a loan under 24 CFR Part 470, Subpart M
 - c) HUD for a grant to an Indian tribe under Title I
 - d) HUD for a grant under the HUD administered Small Cities program; and
 - e) a state or unit of general local government for CDBG
4. Emergency Shelter Grants (specific project or activity), under 24 CFR part 576
5. Transitional Housing under 24 CFR part 577
6. Permanent Housing for Handicapped Homeless Persons under 24 CFR part 578
7. Section 8 Housing Assistance Payments (only project-based housing under the Existing Housing and Moderate Rehab Programs under 224 CFR part 88 but including the Moderate Rehabilitation Program for Single Room Occupancy Dwellings for the Homeless under Subpart H)
8. Section 9 Housing Assistance Payments for Housing for the elderly or handicapped under 24 CFR part 855
9. Loans for Housing for the Elderly or Handicapped including operating assistance for Housing for the Handicapped under Section 162 of the Housing and Community Development Act of 1987 and Seed Money Loans under Section 106(b) of the Housing and Urban Development Act of 1968
10. Section 8 Housing Assistance Payments, Special Allocations under 24 CFR part 886
11. Flexible Subsidy under 25 CFR part 219, both Operating Assistance under Subpart B and Capital Improvement Loans under Subpart C
12. Low Rent Housing Opportunities under 24 CFR part 904
13. Indian Housing under 24 CFR part 905
14. Public Housing Development under 24 CFR art 942
15. Comprehensive Improvement Assistance under 24 CFR part 968
16. Resident Management under 24 CFR part 964, Subpart C
17. Neighborhood Development Demonstration under Section 123 of the Housing and Urban Rural Recovery Act of 1983

18. Nehemiah Grants under 24 CFR part 280
19. Research and Technology Grants under Title V of the Housing and Urban Development Act of 1970
20. Congregate Services under the Congregate Housing Services Act of 1978
21. Counseling Under Section 106 of the Housing and Urban Development Act of 1968
22. Fair Housing Initiates under 24 CFR part 125
23. Public Housing Drug Elimination Grants under Section 5129 of the Anti Drug Abuse Act of 1988
24. Fair Housing Assistance under 24 CFR part 111
25. Public Housing Early Childhood Development Grants under Section 222 of the Housing and urban Rural Recovery Act of 1983
26. Mortgage Insurance under 24 CFR Subtitle B, chapter II (only multifamily and non residential)
27. Supplemental Assistance for Facilities to Assist the Homeless under 24 CFR part 57928. Shelter Plus Care Assistance under Section 837 of the Cranston Gonzales National Affordable Housing Act
29. Planning and Implementation Grants for HOPE for Public and Indian Housing Homeownership under Title IV, Subtitle A of the Cranston-Gonzales National Affordable Housing Act
30. Planning and Implementation Grants for HOPE for Homeownership of Multifamily Units under Title IV, Subtitle B of the Cranston-Gonzales National Affordable Housing Act
31. HOPE for Elderly Independence Demonstration under section 803 of the Cranston-Gonzales National Affordable Housing Act.

ARF-3904

Public Hearing 2. B.

Regular BOS Meeting

Meeting Date: 08/15/2016

Submitted For: Marian Sheppard Submitted By: Laurie Kline, Deputy Clerk

Department: Clerk of the Board of Supervisors

Information

Request/Subject

Gila County Order No. LL-16-03-Liquor License Application.

Background Information

Donald David Taylor has submitted an application to the State Department of Liquor Licenses and Control (DLLC) for a new Series 10 Beer and Wine License for Taylors Pine located in Pine. Part of the statutory process is once the DLLC accepts and processes the license, it is forwarded to the local governing body in which city, town or county the establishment is located. Upon the local governing body's review of the application, a recommendation is then issued by the local governing, which in Gila County it is the Board of Supervisors (Board), to the DLLC to either approve, deny or issue a "no recommendation" decision.

Per statutory requirements, a notice of hearing by the Board was posted at the establishment for a period of 20 days, specifically to inform any person residing, owning or leasing property within a one-mile radius of the establishment regarding this application. To date, the Clerk of the Board Department has not received any objections to this application.

Evaluation

This application has been forwarded to the Gila County Clerk of the Board Department for submission to the Board of Supervisors. An internal review has been conducted by the Planning and Zoning Department, Health Department, and Treasurer's Office. The departments and elected office have submitted paperwork stating there are no issues related to this application with regard to their departmental policies/procedures.

Conclusion

All of Gila County's requirements have been met with regard to this application; no one has submitted a written objection to this application; therefore, a public hearing should be held by the Board to entertain any comments from the public with regard to this application before the Board takes an action to issue a recommendation to the DLLC.

Recommendation

The Clerk of the Board of Supervisors recommends that the Board issue an approval recommendation to the DLLC.

Suggested Motion

Information/Discussion/Action to adopt Order No. LL-16-03, an application submitted by Donald Taylor for a new Series 10 Beer and Wine Liquor License for Taylors Pine located in Pine. **(Marian Sheppard)**

Attachments

LL-16-03 BOS Recommendation Form

LL-16-03 Sheriff's Office Interoffice Memo and Affidavit of Posting

LL-16-03 Interoffice Memos

LL-16-03 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

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

1. City or Town of: _____ Liquor License Application #: _____
 (Circle one) (Arizona application #)

2. County of: _____ City/Town/County #: _____

3. If licensed establishment will operate within an "entertainment district" as described in A.R.S. §4-207(D)(2),

 (Name of entertainment district) (Date of resolution to create the entertainment district)

A boundary map of entertainment district must be attached.

4. The _____ at a _____ meeting held on the _____ of _____
 (Governing body) (Regular or special) (Day)
 _____, _____ considered the application of _____
 (Month) (Year) (Name of applicant)

for a license to sell spirituous liquor at the premises described in application _____
 (Arizona liquor license application #)

for the license series #: type _____ as provided by A.R.S §4-201.
 (i.e.: series #10: beer & wine store)

ORDER OF APPROVAL/DISAPPROVAL

IT IS THEREFORE ORDERED that the license APPLICATION OF _____
 (Name of applicant)
 to sell spirituous liquor of the class and in the manner designated in the application, is hereby recommended
 for _____
 (Approval, disapproval, or no recommendation)

TRANSMISSION OF ORDER TO STATE

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

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

 (Printed name of city, town or county clerk) (Signature of city, town or county clerk)



INTEROFFICE MEMORANDUM

DATE: July 11, 2016

TO: Sarah White, Sheriff's Office

FROM: Marian Sheppard, Clerk of the Board Department

SUBJECT: Series 10 Liquor License Application for Taylors Pine

A public hearing will be held by the Board of Supervisors on August 15, 2016, at which time the Board will obtain public comments on the attached liquor license application; thereafter, a vote will be taken by the Board to recommend that the State Liquor Board *approve or disapprove* the application. Please arrange for a Deputy Sheriff to post the Notice and the application in a conspicuous place on the front of the premises where the business is proposed to be conducted. Once the Notice and application have been posted, Laurie Kline, Deputy Clerk, needs to be notified so that she may track the required 20-day posting period. Once the Notice and application have been removed from the premises, please have the Deputy Sheriff sign and date the Affidavit of Posting and return all paperwork to Ms. Kline *no later* than August 8, 2016.



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

AFFIDAVIT OF POSTING

Date of Posting: 7-19-16 Date of Posting Removal: 8-8-16

Applicant's Name: Taylor Donald David
Last First Middle

Business Address: 3597 N. AZ Hwy. 87 Pine 85544
Street City Zip

License #: 10043081

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

J. Adam Shepherd Sheriff (928)402-4449
Print Name of City/County Official Title Phone Number

[Signature] 8-9-16
Signature Date Signed

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

LL-16-03



RECEIVED
JUL 11 2016
BY: _____

INTEROFFICE MEMORANDUM

DATE: July 11, 2016
TO: Scott Buzan, Community Development Division
FROM: Marian Sheppard, Clerk of the Board Department
SUBJECT: Series 10 Liquor License Application for Taylors Pine

A public hearing will be held by the Board of Supervisors on August 15, 2016, at which time the Board will obtain public comments on the attached liquor license application; thereafter, a vote will be taken by the Board to recommend that the State Liquor Board *approve or disapprove* the application. Please inspect the premises to verify that it complies with Section 13 of the application, and email the signed memo to Laurie Kline, Deputy Clerk, by *no later* than August 8, 2016.

Indicate whether the applicant has any pending issues with regard to your department, such as building permits, Building Code clearance requirements, etc.

NO PENDING ISSUES

Signed: _____

[Handwritten Signature]
Scott Buzan 7-19-16

LL-16-03



INTEROFFICE MEMORANDUM

DATE: July 11, 2016
TO: Michael O'Driscoll, Health and Emergency Management Division
FROM: Marian Sheppard, Clerk of the Board Department
SUBJECT: Series 10 Liquor License Application for Taylors Pine

A public hearing will be held by the Board of Supervisors on August 15, 2016 at which time the Board will obtain public comments on the attached liquor license application; thereafter, a vote will be taken by the Board to recommend that the State Liquor Board *approve or disapprove* the application.

Please sign and email this memo to Laurie Kline, Deputy Clerk, *no later than* August 8, 2016.

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

This department has no objection to favorable action on this application.

Signed: _____

Michael O'Driscoll

7/12/16



INTEROFFICE MEMORANDUM

DATE: July 11, 2016

TO: Debi Savage, Treasurer

FROM: Marian Sheppard, Clerk of the Board Department

SUBJECT: Series 10 Liquor License Application for Taylors Pine

A public hearing will be held by the Board of Supervisors on August 15, 2016 at which time the Board will obtain public comments on the attached liquor license application; thereafter, a vote will be taken by the Board to recommend that the State Liquor Board *approve or disapprove* the application. Please sign and email this memo to Laurie Kline, Deputy Clerk, *no later* than August 8, 2016.

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

07-11-16

Acct # P000744 Taxpayer ID # 00480278010 Acct #R17309 Parcel 30122025

Assessed value is below the 50,000. (\$9,750.)

There are no taxes assessed to this personal property Real Property Taxes are up to date.

Signed: Martha Gonzales, Chief Deputy Treasurer



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

LL-16-03

16 JUL 8 11:47 AM 2015

Application for Liquor License
 Type or Print with **Black Ink**

SECTION 1 This application is for a:

- Interim Permit (Complete Section 5)
- New License (Complete Sections 2, 3, 4, 13, 14, 15, 16)
- Person Transfer (Complete Section 2, 3, 4, 12, 13, 14, 16)
- Location Transfer (Bars and Liquor Stores Only)
(Complete Section 2, 3, 4, 11, 13, 14, 16)
- Probate/ Will Assignment/ Divorce Decree
(Complete Sections 2, 3, 4, 9, 13, 14, 16)
(Fee not required)
- Government (Complete Sections 2, 3, 4, 10, 13, 16)
- Seasonal

SECTION 2 Type of Ownership:

- J.T.W.R.O.S. (Complete Section 6)
- Individual (Complete Section 6)
- Partnership (Complete Section 6)
- Corporation (Complete Section 7)
- Limited Liability Co (Complete Section 7)
- Club (Complete Section 8)
- Government (Complete Section 10)
- Trust (Complete Section 6)
- Tribe (Complete Section 6)
- Other (Explain) _____

SECTION 3 Type of license

LICENSE # 10043081

1. Type of License: BEER & WINE # 10

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE
 A service fee of \$25 will be charged for all dishonored checks (A.R.S. § 44-6852)

SECTION 4 Applicants

1. Individual Owner/Agent's Name: TAYLOR DONALD DAVID
Last First Middle P1029550

2. Owner Name: FRONTIER GAS & CONVENIENCE, INC.
(Ownership name for type of ownership checked on section 2) B1056994

3. Business Name: TAYLORS PINE
(Exactly as it appears on the exterior of premises) B1056995

4. Business Location Address: 3597 N AZ HWY 87 PINE AZ 85544 GILA
(Do not use PO Box) Street City State Zip Code County

5. Mailing Address: P O BOX 1131 PINE AZ 85544
(All correspondence will be mailed to this address) Street City State Zip Code

6. Business Phone: 928-476-3079 Daytime Contact Phone: 602-316-8488

7. Email Address: witenterprises@yahoo.com

8. Is the Business located within the incorporated limits of the above city or town? Yes No

9. Does the Business location address have a street address for a City or Town but is actually in the boundaries of another City, Town or Tribal Reservation? Yes No
 If Yes, what City, Town or Tribal Reservation is this Business located in: _____

10. Total Price paid for Series 6 Bar, Series 7 Beer & Wine Bar or Series 9 Liquor Store (license only) \$ _____

Fees: <u>\$100.00</u>	Department Use Only			\$ <u>100.00</u>
Application	Interim Permit	Site Inspection	Finger Prints	Total of All Fees
Is Arizona Statement of Citizenship & Alien Status for State Benefits complete? <input type="checkbox"/> Yes <input type="checkbox"/> No				
Accepted by: <u>C.A</u>		Date: <u>7-8-16</u>		License # <u>10043081</u>

SECTION 5 Interim Permit

- If you intend to operate business when your application is pending you will need an interim permit pursuant to ARS § 4-203.01
- There **MUST** be a valid license of the same type you are applying for currently issued to the location or for the replacement of a Hotel/Motel license with a Restaurant license pursuant to A.R.S. § 4-203.01.

1. Enter license number currently at the location: _____

2. Is the license currently in use? Yes No If no, how long has it been out of use? _____

Attach a copy of the license currently issued at this location to this application.

I, _____ declare that I am the CURRENT OWNER, AGENT, OR CONTROLLING
 (Print Full Name) PERSON on the stated license and location.

X _____
 (Signature)

State _____ County of _____
 The foregoing instrument was acknowledged before me this

_____ day of _____,
 Day Month Year

My Commission Expires on: ____/____/____
 Date

 (Signature of Notary Public)

SECTION 6 Individual, Partnership, J.T.W.R.O.S, Trust, Tribe Ownerships

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE, AN "APPLICANT" TYPE FINGERPRINT CARD AND \$22 PROCESSING FEE FOR EACH CARD.

Individual

Last	First	Middle	%Owned	Mailing Address	City	State	Zip Code

Is any person other than above, going to share in profit/losses of the business? Yes No

If Yes, give name, current address, and telephone number of person(s). Use additional sheets if necessary.

Last	First	Middle	Mailing Address	City	State	Zip Code	Phone #

Partnership

Name of Partnership: _____

General-Limited	Last	First	Middle	%Owned	Mailing Address	City	State	Zip Code
<input type="checkbox"/> <input type="checkbox"/>								
<input type="checkbox"/> <input type="checkbox"/>								
<input type="checkbox"/> <input type="checkbox"/>								
<input type="checkbox"/> <input type="checkbox"/>								

J.T.W.R.O.S (Joint Tenant with Rights of Survivorship)

Name of J.T.W.R.O.S: _____

Last	First	Middle	Mailing Address	City	State	Zip Code

SECTION 6 - continued

TRUST

Name of Trust: _____

Last	First	Middle	Mailing Address	City	State	Zip Code

TRIBE

Name of Tribal Ownership: _____

Last	First	Middle	Mailing Address	City	State	Zip Code

SECTION 7 Corporations/ Limited Liability Co

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE AN "APPLICANT" TYPE FINGERPRINT CARD AND \$22 PROCESSING FEE FOR EACH CARD.

Corporation Complete Questions 1, 2, 3, 4, 5, 6, and 7

L.L.C. Complete Questions 1, 2, 3, 4, 5, 6, and 7

1. Name of Corporation/ L.L.C: FRONTIER GAS & CONVENIENCE, INC.

2. Date Incorporated/Organized: 12/20/2002 State where Incorporated/Organized: AZ

3. AZ Corporation or AZ L.L.C File No: 10578222 Date authorized to do Business in AZ: 12/20/2002

4. Is Corp/L.L.C. Non Profit? Yes No

5. List Directors, Officers, Members in Corporation/L.L.C:

Last	First	Middle	Title	Mailing Address	City	State	Zip Code
TAYLOR	DONALD	DAVID	PRESIDENT/DIRECTOR	13920 W HOPE	SURPRISE	AZ	85379

(Attach additional sheet if necessary)

6. List all Stockholders / percentage owners who own 10% or more:

Last	First	Middle	%Owned	Mailing Address	City	State	Zip Code
TAYLOR	DONALD	DAVID	100%	13920 W HOPE	SURPRISE	AZ	85379

(Attach additional sheet if necessary)

7. If the corporation/ L.L.C are owned by another entity, attach an Organizational **FLOWCHART** showing the structure of the ownership. Attach additional sheets as needed in order to disclose the Officers, Directors, Members, Managers, Partners, Stockholders and percentage owners of those entities.

SECTION 12 Person to Person Transfer

Questions to be completed by Current Licensee (Bar and Liquor Stores Only- Series, 06, 07, and 09)

1. Individual Owner / Agent Name: _____ Entity: _____
Last First Middle (Individual, Agent, Etc)

2. Ownership Name: _____
(Exactly as it appears on license)

3. Business Name: _____
(Exactly as it appears on license)

4. Business Location Address: _____
Street City State Zip

5. License Type: _____ License Number: _____

6. Current Mailing Address: _____
Street City State Zip

7. Have all creditors, lien holders, interest holders, etc. been notified? Yes No

8. Does the applicant intend to operate the business while this application is pending? Yes No

If yes, complete Section 5 (Interim Permit) of this application; attach fee, and current license to this application.

9. I, (Print Full Name) _____ hereby authorize the department to process this Application to transfer the privilege of the license to the applicant provided that all terms and conditions of sale are met. Based on the fulfillment of these conditions, I certify that the applicant now owns or will own the property rights of the license by the date of issue.

I, (Print Full Name) _____, declare that I am the **CURRENT OWNER, MEMBER, PARTNER STOCKHOLDER or LICENSEE** of the stated license. I have read the above Section 12 and confirm that all statements are true, correct, and complete.

NOTARY	
X (Signature) _____	State of _____ County of _____
	The foregoing instrument was acknowledged before me this
	_____ of _____, _____
	Day Month Year
My commission expires on: _____	_____
	Signature of NOTARY PUBLIC

SECTION 13 Proximity to Church or School

Questions to be completed by all in-state applicants EXCLUDING those applying for a Series 5 Government, Series 11 Hotel/Motel, and Series 12 Restaurant licenses.

A.R.S. § 4-207 (A) and (B) state that no retailer's license shall be issued for any premises which are at the time the license application is received by the director, within three hundred (300) horizontal feet of a church, within three hundred (300) horizontal feet of a public or private school building with kindergarten programs or grades one (1) through (12) or within three hundred (300) horizontal feet of a fenced recreational area adjacent to such school building. The above paragraph DOES NOT apply to:

- a) Restaurant license (§ 4-205.02)
- b) Hotel/motel license (§ 4-205.01)
- c) Government license (§ 4-205.03)
- d) Fenced playing area of a golf course (§ 4-207 (B)(5))

1. Distance to nearest School: 4100 FT. Name of School: PINE, STRAWBERRY ELEMENTARY
(if less than one (1) mile note footage)
 Address: 3868 PINE DR, PINE, AZ, 85544

2. Distance to nearest Church: 1 MILE Name of Church: FIRST BAPTIST CHURCH
(if less than one (1) mile note footage)
 Address: 4039 AZ Hwy 87, Pine, Az. 85544

SECTION 14 Business Financials

1. I am the: Lessee Sub-lessee Owner Purchaser Management Company

2. If the premise is leased give lessors: Name: _____
 Address: _____
Street City State Zip

3. Monthly Rent/ Lease Rate: \$ _____

4. What is the remaining length of the lease? _____ Years _____ Months

5. What is the penalty if the lease is not fulfilled? \$ _____ or other: _____
(Give details-attach additional sheet if necessary)

6. Total money borrowed for the Business not including lease? \$ 0
 Please List Lenders/People you owe money to for business.

Last	First	Middle	Amount Owed	Mailing Address	City	State	Zip

(Attach additional sheet if necessary)

7. What type of business will this license be used for (be specific)?
GAS/CONVENIENT STORE

8. Has a license or a transfer license for the premises on this application been denied by the state with in the past (1) year? Yes No If yes, attach explanation.

9. Does any spirituous liquor manufacture, wholesaler, or employee have an interest in your business? Yes No

10. Is the premises currently license with a liquor license? Yes No

If yes, give license number and licensee's name:

License #: _____ Individual Owner /Agent Name: _____
(Exactly as it appears on license)

SECTION 15 Restaurant or hotel/motel license applicants

- 1. Is there an existing Restaurant or Hotel/Motel Liquor License at the proposed location? Yes No
- 2. If the answer to Question 1 is YES, you may qualify for an Interim Permit to operate while your application is pending; consult A.R.S. § 4-203.01; and complete SECTION 5 of this application.
- 3. All Restaurant and Hotel/Motel applicants must complete a Restaurant Operation Plan form provided by the Department of Liquor Licenses and Control.
- 4. As stated in A.R.S. § 4-205.02. (H)(2), a Restaurant is an establishment which derives at least forty (40) percent of its gross revenue from the sale of food. Gross revenue is the revenue derived from sales of food and spirituous liquor on the licensed premises. By applying for this Restaurant Hotel/Motel, I certify that I understand that I must maintain a minimum of forty (40) percent food sales based on these definitions and have included the Restaurant Hotel/Motel Records Required for Audit form with this application.

(Applicant's Signature)

5. I understand it is my responsibility to contact the Department of Liquor Licenses and Control to schedule an inspection when all tables and chairs are on site, kitchen equipment, and, if applicable, patio barriers are in place on the licensed premises. With the exception of the patio barriers, these items are not required to be properly installed for this inspection. Failure to schedule an inspection will delay issuance of the license. If you are not ready for your inspection 90 days after filing your application, please request an extension in writing; specify why the extension is necessary; and the new inspection date you are requesting.

(Applicant's Initials)

SECTION 16 Diagram of Premises

Check ALL boxes that apply to your business:

- Entrances/Exits Liquor storage areas **Patio:** Contiguous
- Walk-up windows Drive-through windows Non Contiguous

1. Is your licensed premises currently closed due to construction, renovation or redesign? Yes No
If yes, what is your estimated completion date? _____

Month/Day/Year

- 2. **Restaurants and Hotel/Motel** applicants are required to draw a detailed floor plan of the kitchen and dining areas including the locations of all kitchen equipment and dining furniture. Place for diagram is on section 16 number 6.
- 3. The diagram (a detailed floor plan) you provide is required to disclose only the area(s) where spirituous liquor is to be sold, served, consumed, dispensed, possessed or stored on the premises unless it is a restaurant (see # 3 above).
- 4. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed premises such as parking lots, living quarters, etc.

As stated in A.R.S. § 4-207.01 (B), I understand it is my responsibility to notify the Department of Liquor Licenses and Control when there are changes to the boundaries, entrances, exits, added or deleted doors, windows, service windows or increase or decrease to the square footage after submitting this initial diagram.

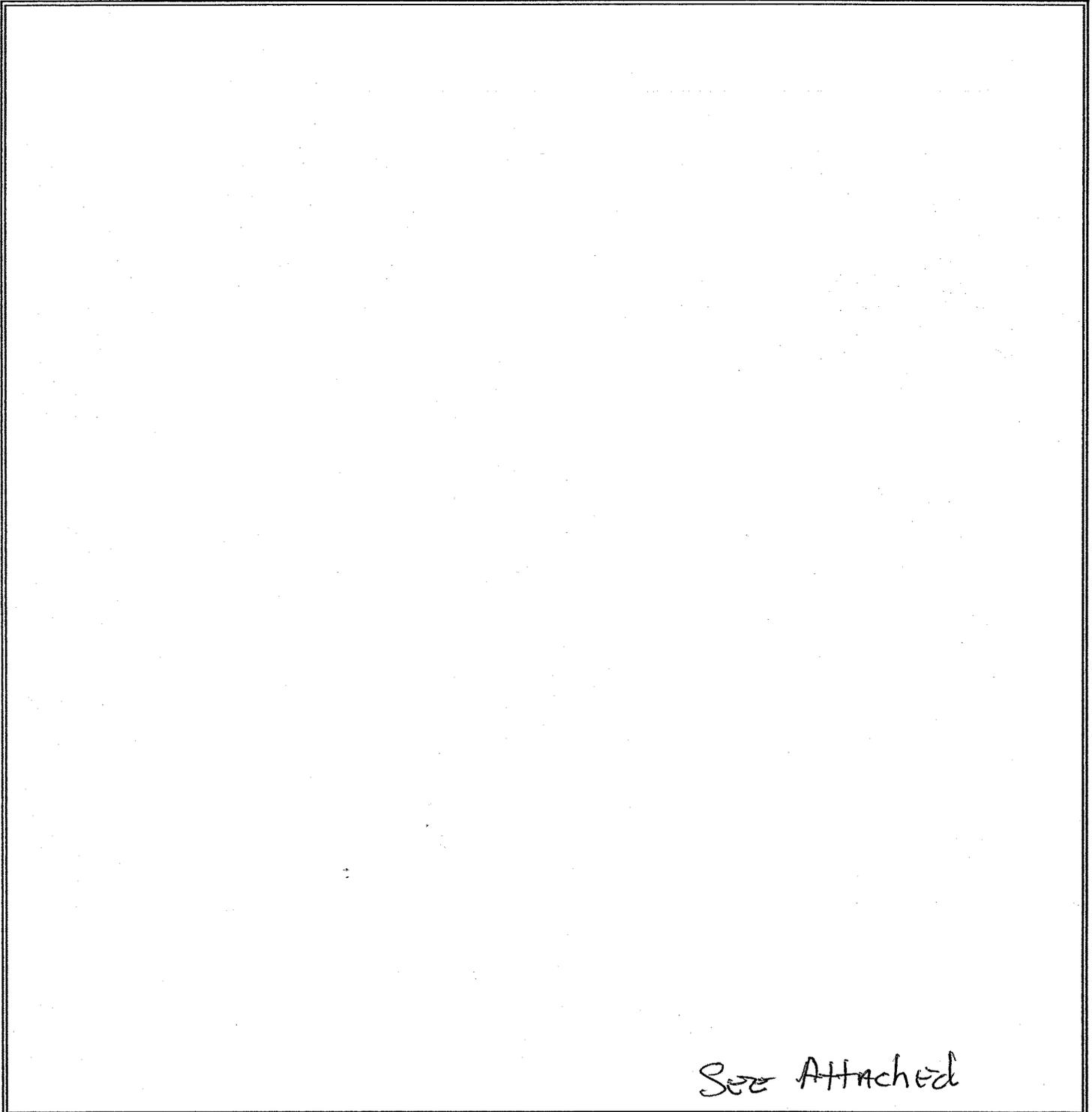
DT
(Applicant's initials)

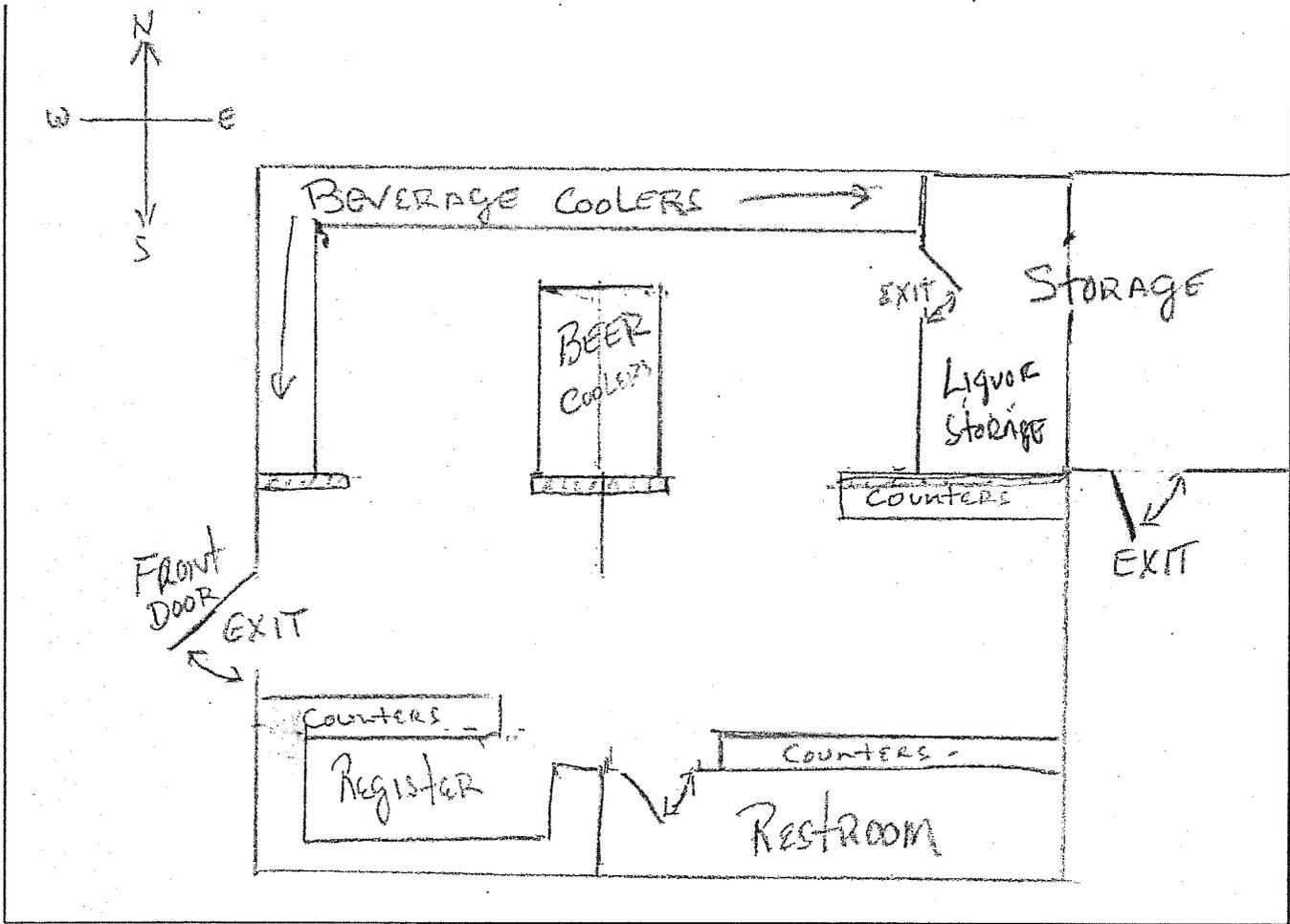
SECTION 16 Diagram of Premises – continued

6. On the diagram please show only the areas where spirituous liquor is to be sold, served, consumed, dispensed, possessed or stored. It must show all entrances, exits, interior walls, bars, hi-top tables, dining tables, dining chairs, dance floor, stage, game room, and the kitchen. DO NOT include parking lots, living quarters, etc. When completing diagram, North is up ↑.

If a legible copy of a rendering or drawing of your diagram of the premises is attached to this application, please write the words "DIAGRAM ATTACHED" in the box provided for the diagram on the application.

DIAGRAM OF PREMISES





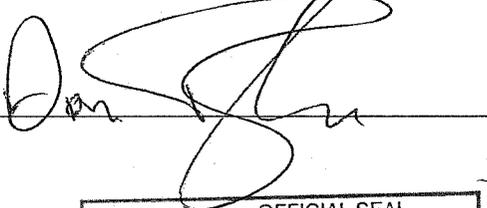
1125 Sq Ft.

SECTION 17 SIGNATURE BLOCK

NOTARY

I, (Print Full Name) DONALD DAVID TAYLOR, hereby declare that I am the Owner/Agent filing this application as stated in Section 4 # 1. I have read this application and verify all statements to be true, correct and complete.

X (Signature)



State of AZ County of MARICOPA

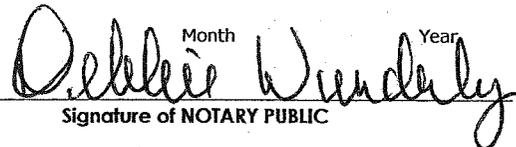
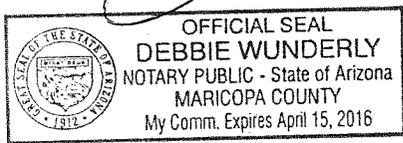
The foregoing instrument was acknowledged before me this

12 of APRIL, 2016

Day

Month

Year


Signature of NOTARY PUBLIC

My commission expires on: _____

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.

ARF-3682

Regular Agenda Item 3. A.

Regular BOS Meeting

Meeting Date: 08/15/2016

Submitted For: Don McDaniel Jr., County Manager

Submitted By: Marian Sheppard, Clerk of the Board

Department: County Manager

Fiscal Year: 2016-2017 Budgeted?: Yes

Contract Dates July 1, Grant?: No

Begin & End: 2016-June 30,
2017

Matching No Fund?: New

Requirement?:

Information

Request/Subject

Resolution No. 16-08-02 providing for the collection of taxes for all jurisdictions for Fiscal Year (FY) 2016-2017

Background Information

The annual adoption of Gila County's budget and setting the County's primary and secondary property tax rates by the Board of Supervisors is a requirement of the Arizona Revised Statutes.

Evaluation

The specific applicable statutes are as follows:

42-17151. County, municipal, community college and school tax levy

A. On or before the third Monday in August each year, the governing body of each county, city, town, community college district and school district shall:

1. Fix, levy and assess the amount to be raised from primary property taxation and secondary property taxation. This amount, plus all other sources of revenue, as estimated, and unencumbered balances from the preceding fiscal year, shall equal the total of amounts proposed to be spent in the budget for the current fiscal year.

42-18003. Delivery of roll to county treasurer; resolution for collecting taxes

A. On or before October 1 of each year the assessment and tax roll and the cross-index shall be delivered to the county treasurer.

B. On completing the assessment and tax roll, the county board of supervisors shall adopt a resolution for the collection of taxes by the county treasurer as provided by law from the persons who are listed in the roll. The county treasurer is thereafter responsible for collecting the totals of all taxes levied on the roll.

C. The roll attached to the county board of supervisors' resolution for collecting taxes is the treasurer's authority to collect the levied taxes.

Conclusion

This date of Monday, August 15, 2016, has been set for the Board of Supervisors to set the primary and secondary property tax rates for 2016 for all taxing jurisdictions within Gila County and convey tax rates for all taxing jurisdictions to the County Treasurer. By adopting Resolution No. 16-08-02, it provides for the collection of taxes for all jurisdictions by the County Treasurer for fiscal year 2016-2017.

Recommendation

Staff recommends that the Board of Supervisors set the primary and secondary property tax rates for fiscal year 2016-2017 for all taxing jurisdictions within Gila County and convey tax rates for all jurisdictions to the County Treasurer and that the Board adopt Resolution No. 16-08-02.

Suggested Motion

Information/Discussion/Action to set primary and secondary property tax rates for 2016 for all taxing jurisdictions within Gila County and convey tax rates for all jurisdictions to the County Treasurer, and adopt Resolution No. 16-08-02 providing for the collection of taxes for all jurisdictions by the County Treasurer for fiscal year 2016-2017. **(Don McDaniel)**

Attachments

Resolution No. 16-08-02

Exhibit A to Resolution No. 16-08-02

Exhibit B to Resolution No. 16-08-02



RESOLUTION NO. 16-08-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA, PROVIDING FOR THE COLLECTION OF TAXES FOR ALL JURISDICTIONS BY THE COUNTY TREASURER FOR FISCAL YEAR 2016-2017.

WHEREAS, the Gila County Board of Supervisors has received notification of tax rates set by all jurisdictions within Gila County, and has compiled said tax rate information by jurisdiction in Exhibits A and B, attached hereto and incorporated by reference herein.

NOW, THEREFORE, BE IT RESOLVED that, in accordance with A.R.S. §42-18003, the Board of Supervisors adopts this Resolution calling for the collection of taxes for the jurisdictions listed in Exhibits A and B by the County Treasurer as provided by law from the persons named in the tax roll and directs that a copy of this Resolution be conveyed to the County Treasurer.

PASSED AND ADOPTED this 15th day of August 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

Gila County, Arizona
Net Assessed Valuations
Tax Levies and Tax Rates

Tax Year 2016 (Fiscal Year 2016/2017)

Tax Authority		Primary - - Secondary	Net Assessed Valuation	Levy Amount	Tax Rate
STATE OF ARIZONA					
02002	School Equalization	LPV (Primary)	496,294,071	2,486,433	0.5010
GILA COUNTY					
02000	Gila County General Purpose	LPV (Primary)	496,294,071	20,794,722	4.1900
52000	Gila County	LPV (Secondary)	496,294,071		
COUNTY-WIDE DISTRICTS					
08150	Gila Community College	LPV (Primary)	496,294,071	4,335,129	0.8735
14900	Gila County Library District	LPV (Secondary)	496,294,071	1,203,513	0.2425
11900	Fire District Assistance Tax	LPV (Secondary)	496,294,071	496,294	0.1000
FIRE DISTRICTS					
11202	Tri-City/Central Heights	LPV (Secondary)	23,941,798	646,429	2.7000
11204	East Verde Park	LPV (Secondary)	1,763,729	55,000	3.1184
11205	Pine/Strawberry	LPV (Secondary)	57,005,815	1,852,689	3.2500
11206	Canyon	LPV (Secondary)			
11207	Whispering Pines	LPV (Secondary)	8,738,287	275,256	3.1500
11208	Houston Mesa	LPV (Secondary)	3,863,931	125,578	3.2500
11212	Christopher/Kohl	LPV (Secondary)	18,372,550	554,851	3.0200
11213	Tonto Basin	LPV (Secondary)	16,074,473	522,420	3.2500
11214	Gisela	LPV (Secondary)	1,342,316	40,000	2.9799
11215	Round Valley/Oxbow Estates	LPV (Secondary)	5,065,996	119,051	2.3500
11216	Pleasant Valley	LPV (Secondary)	6,855,896	101,954	1.4871
11217	Beaver Valley	LPV (Secondary)	3,044,447	94,378	3.1000
11218	Hellsgate	LPV (Secondary)	22,223,996	722,280	3.2500
SANITARY DISTRICTS					
21251	Northern Gila County	LPV (Secondary)	162,722,417	976,335	0.6000
21253	Cobre Valley	LPV (Secondary)			
21255	Tri-City Regional	LPV (Secondary)	18,149,631	115,709	0.6375
STREET LIGHTING DISTRICTS					
13252	Pine SLID	LPV (Secondary)	1,267,301	2,270	0.1791
13253	Miami Gardens SLID	LPV (Secondary)	302,447	2,903	0.9598
13254	Apache Hills SLID	LPV (Secondary)	115,053	5,105	4.4371
13255	East Verde Park SLID	LPV (Secondary)	1,763,729	4,531	0.2569
13257	Upper Glendale SLID	LPV (Secondary)	87,857	1,081	1.2304
13258	Claypool Lower Miami SLID	LPV (Secondary)	3,663,345	17,317	0.4727
13259	Central Heights Country Club Midland City SL	LPV (Secondary)	3,298,431	19,533	0.5922
WATER DISTRICTS					
16010	Canyon County Imp Dist	LPV (Secondary)	1,089,435		
16040	Pine/Strawberry WID	LPV (Secondary)	49,438,627	865,000	1.7496
16060	Strawberry Hollow WWID	LPV (Secondary)	837,061		
16080	Strawberry Hollow DWID	LPV (Secondary)	837,061		
16090	Pine Creek Canyon DWID	LPV (Secondary)	3,009,198	90,000	2.9908
16120	Whispering Pines DWID	LPV (Secondary)	2,911,551	19,129	0.6570
CITIES AND TOWNS					
04151	City of Globe	LPV (Primary)	38,945,271	508,625	1.3060
04152	Town of Hayden	LPV (Primary)	11,397,912	683,875	6.0000
04153	Town of Miami	LPV (Primary)	3,708,788	174,157	4.6958
04154	Town of Winkelman	LPV (Primary)	962,168	46,000	4.7809
04155	Town of Payson	LPV (Primary)	172,579,944	662,534	0.3839
04156	Town of Star Valley	LPV (Primary)	15,121,918		

EXHIBIT A

Gila County, Arizona
Net Assessed Valuations
Tax Levies and Tax Rates
SCHOOL DISTRICTS
Tax Year 2016 (Fiscal yr 2016/2017)

Gila County, Arizona Authority	Purpose	Primary- -Secondary	Net Assessed Valuation	Levy Amount	Tax Rate	Total Tax Rate
05005 Young Elem SD #5	Maint/Oper, Spec Ed, Trans	Primary	16,531,318	993,796	6.0116	6.4123
05005 Young Elem SD #5	Capital Outlay	Primary	16,531,318	(823)	(0.0050)	
05005 Young Elem SD #5	Adjacent Ways	Primary	16,531,318	-	-	
07005 A.R.S. 15-992(B)	A.R.S. 15-992(B)	Primary	16,531,318	70,809	0.4057	6.4123
55005 Young Elem SD #5	Override	Secondary	16,531,318	-	-	-
05012 Pine/Strawberry SD #12	Maint/Oper, Spec Ed, Trans	Primary	57,638,987	2,786,294	4.8340	4.8655
05012 Pine/Strawberry SD #12	Capital Outlay	Primary	57,638,987	(19,616)	(0.0340)	
05012 Pine/Strawberry SD #12	Adjacent Ways	Primary	57,638,987	-	-	
07012 A.R.S. 15-992(B)	A.R.S. 15-992(B)	Primary	57,638,987	37,777	0.0655	4.8655
55012 Pine/Strawberry SD #12	Override	Secondary	57,638,987	-	-	-
05033 Tonto Basin Elem SD #33	Maint/Oper, Spec Ed, Trans	Primary	14,287,604	877,933	6.1447	6.0626
05033 Tonto Basin Elem SD #33	Capital Outlay	Primary	14,287,604	(11,640)	(0.0815)	
05033 Tonto Basin Elem SD #33	Adjacent Ways	Primary	14,287,604	(82)	(0.0006)	
07033 A.R.S. 15-992(B)	A.R.S. 15-992(B)	Primary	14,287,604	-	-	6.0626
55033 Tonto Basin Elem SD #33	Override	Secondary	14,287,604	-	-	-
07001 Globe Unified SD #1	Maint/Oper, Spec Ed, Trans	Primary	46,328,117	2,025,827	4.3728	-
07001 Globe Unified SD #1	Capital Outlay	Primary	46,328,117	70,490	0.1522	
07001 Globe Unified SD #1	Adjacent Ways	Primary	46,328,117	(8,545)	(0.0184)	
A.R.S. 15-992(B)	A.R.S. 15-992(B)	Primary	46,328,117	-	-	4.5066
57001 Globe Unified SD #1	Debt Service	Secondary	46,328,117	-	-	-
07010 Payson Unified SD #10	Maint/Oper, Spec Ed, Trans	Primary	239,207,392	9,057,952	3.7867	4.1715
07010 Payson Unified SD #10	Capital Outlay	Primary	239,207,392	920,555	0.3848	
07010 Payson Unified SD #10	Adjacent Ways	Primary	239,207,392	-	-	
07010 A.R.S. 15-992(B)	A.R.S. 15-992(B)	Primary	239,207,392	-	-	4.1715
57010 Payson Unified SD #10	Override	Secondary	239,207,392	1,253,580	0.5241	1.7955
57010 Payson Unified SD #10	Debt Service	Secondary	239,207,392	3,041,368	1.2714	
07040 Miami Unified SD #40	Maint/Oper, Spec Ed, Trans, Dropout	Primary	82,409,126	2,965,510	3.5985	4.1121
07040 Miami Unified SD #40	Capital Outlay	Primary	82,409,126	423,220	0.5136	
07040 Miami Unified SD #40	Adjacent Ways	Primary	82,409,126	-	-	
57040 Miami Unified SD #40	Override	Secondary	82,409,126	591,235	0.7174	0.7174
07041 Hayden/Winkelman SD #41	Maint/Oper, Spec Ed, Trans, K-3	Primary	21,918,463	3,093,311	14.1128	11.8875
07041 Hayden/Winkelman SD #41	Capital Outlay	Primary	21,918,463	(487,744)	(2.2253)	
07041 Hayden/Winkelman SD #41	Adjacent Ways	Primary	21,918,463	-	-	
57041 Hayden/Winkelman SD #41	Debt Service	Secondary	21,918,463	-	-	-
57041 Hayden/Winkelman SD #41	Repay State	Secondary	21,918,463	-	-	
07020 San Carlos Unified SD #20	Maint/Oper, Spec Ed, Trans	Primary	1,869,443	-	-	-
07020 San Carlos Unified SD #20	Capital Outlay	Primary	1,869,443	-	-	
07020 San Carlos Unified SD #20	Adjacent Ways	Primary	1,869,443	-	-	
57020 San Carlos Unified SD #20	Debt Service	Secondary	1,869,443	-	-	-
57020 San Carlos Unified SD #20	Override	Secondary	1,869,443	-	-	
30003 CVIT	Joint Technology District Arrangeme	Secondary	152,525,149	76,263	0.0500	0.0500
30001 NAVIT	Joint Technology District Arrangeme	Secondary	239,207,392	119,604	0.0500	0.0500

ARF-3903

Regular Agenda Item 3. B.

Regular BOS Meeting

Meeting Date: 08/15/2016

Submitted For: Steve Sanders, Submitted By: Betty Hurst, Buyer
Director

Department: Public Works Division: Facilities

Fiscal Year: 2016-2017 Budgeted?: Yes

Contract Dates TBD Grant?: No

Begin & End:

Matching No Fund?: Renewal

Requirement?:

Information

Request/Subject

Construction options for the Superior Court North Facility located at 110 W. Main Street in Payson, AZ.

Background Information

The Long Range Facility Management Plan, conducted in 2007, was updated to review the condition of current existing County facilities in the Globe and Payson areas in 2014. While there has not been a drastic rise in population in Gila County in recent years, the business of providing programs and assistance that will benefit and aid the residents of Gila County is an ongoing endeavor. Additional discussion and consideration was given to the overall space needs of the County at the July 29, 2014, Board Work Session. The building was purchased in September 2014, with the idea in mind to house some of the occupants of the 714 S. Beeline building in this newly acquired space.

The design for Phase I of the Superior Court North facility, which will be housed in the former NAPA building, has been completed. Canyon Country Design's conceptual design has been reviewed and approved by the stakeholders who will be occupying the facility upon its completion, should the Board authorize the project to proceed to completion. The Town of Payson has also been consulted and has approved the exterior design as a Main Street Project addition. The County's FY16/17 budget has \$900,000 in the Capital Facilities budget for the construction of the Superior Court North facility.

Evaluation

This is a project that is critically important to the proper functioning of the Criminal Justice System in Payson. Our objectives for this morning's meeting are for the purpose of deciding the most economical and best product Gila County can achieve with respect to the contract approach. In evaluating the options, the staff considered the objectives that the Board of Supervisors had set for the project. Those objectives are: 1) to deliver a project as soon as is practicable; and, 2) to deliver the project at a cost which approximates the amount of funding that was made available when the

project was first conceived.

1. The formal bidding process, Request for Proposals, has some drawbacks. Things that were missed in the design process will cost the County money in the budget once construction has begun, and it won't be a set cost. The fact that there is no "on-staff" Facilities Project Manager able to live on the job until completion means another cost for outsourcing and training on the job to learn Gila County proper procedures. Low bid contracting is quite a gamble and rarely has Gila County come out ahead with this approach by staying close to the assigned budget.
2. The Job Order Contracting (JOC) approach through The Gordian Group, would allow Gila County to choose from several pre-qualified firms. Using the JOC, Gila County has already embarked on 3 different projects and has had a positive experience. The prices are set and the Contractor's percentage is visible. When they look at the project and give a price, that it is the price, even if they miss something. The unfilled position of Facilities Project Manager is still a problem but not quite so impossible, short term, with a pre-qualified contractor under the Job Order Contracting method of construction.

The design submitted by Canyon Country Design is a well thought out plan that has been approved by the stakeholders who will occupy the facility. The design will meet the current needs of the Superior Court North in Payson.

Conclusion

Staff recommends the JOC approach and is confident that the County will have a building we can be proud of within budget. With respect to a timeline, we are striving to complete the JOC pricing and contracting process by October 4, 2016, in order to bring a construction contract back to the Board of Supervisors for a decision. Actual construction of the project, should the Board authorize us to move forward with this most important project, is anticipated to be completed before April 30, 2017.

Recommendation

The Public Works Director and staff are recommending that the Board of Supervisors approve staff to proceed with the JOC method through The Gordian Group for the Superior Court North remodel.

Suggested Motion

Information/Discussion/Action to direct staff to begin negotiations with The Gordian Group to facilitate a Job Order Contract for the construction of the Superior Court North building at 110 W. Main Street in Payson.

(Steve Sanders)

Attachments

No file(s) attached.

ARF-3900

Regular Agenda Item 3. C.

Regular BOS Meeting

Meeting Date: 08/15/2016

Submitted For: Shannon Coons, Fiscal Services Manager
Submitted By: Betty Hurst, Buyer

Department: Public Works Division: Fleet

Fiscal Year: 2016-2017 Budgeted?: Yes

Contract Dates 09-07-16 to Grant?: No

Begin & End: 09-06-17

Matching No Fund?: Renewal

Requirement?:

Information

Request/Subject

Authorization to advertise Invitation for Bid (IFB) No. 070816 for the purchase of two new or used full-sized, regular cab, 3/4 ton pickup trucks.

Background Information

The advertisement of IFB No. 070816 for the purchase of pickup trucks would allow the Public Works Division the ability to receive proposals from automobile suppliers and have the option to purchase up to two new units during a one-year period, if necessary.

Evaluation

The vehicles mentioned in the IFB will be needed by the Public Works Division 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 Public Works Division will be the recipients of these vehicles and will be giving up at least six vehicles for the auction sale (vehicle numbers A-97, B-32, C-45, B-68, C-57 AND B-89).

With the Boards approval, a notice for IFB No. 070816 will be advertised in the Arizona Silver Belt on August 24, 2016, and August 31, 2016.

Conclusion

The vehicles that would be purchased from this IFB would be assigned to the Public Works Division.

Recommendation

The Public Works Division Director and the Finance Director recommend that the Board of Supervisors authorize the advertisement of IFB No. 070816 for the purchase of up to two new or used fleet vehicles as specified.

Suggested Motion

Information/Discussion/Action to authorize the advertisement of Invitation for Bid No. 070816 for the purchase of up to two new or used full sized, regular cab, 3/4 ton pickup trucks to be utilized by the Public Works Division.

(Steve Sanders/Robert Mawson)

Attachments

Request to Advertise for Bids-Revised

Invitation for Bid No. 070816

GILA COUNTY

NOTICE OF INVITATION FOR BID

BID NO. 070816

TWO (2) NEW OR USED 3/4 T REGULAR CAB TRUCKS



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
070816**

BID DUE DATE: September 07, 2016

TIME: 11:00 AM

DESCRIPTION: Two (2) New or Used 3/4 T Regular Cab Trucks

**Bid Opening Location: GILA COUNTY FINANCE DEPARTMENT
ATTN: BETTY HURST
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) 402-4355 or click on the following link to the County website. http://www.gilacountyaz.gov/government/finance/procurement/current_bids.php

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

The Board of Supervisors reserves the right to reject any or all bid proposals, or to accept any bid proposal, or to waive any informality in any bid proposal, or to withhold the award if deemed in the best interest of Gila County. All procurement activities conducted by Gila County are in conformance with the rules and regulations of the procurement code. A copy of the Code is available for review in the office of the Clerk of the Board, Gila County Courthouse, 1400 E. Ash St., Globe, AZ.

Arizona Silver Belt advertisement dates: August 24, 2016 and August 31, 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: _____
Jefferson R. Dalton, Deputy Gila County Attorney, Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney

Date: _____

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

Date: _____

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GENERAL SCOPE

It is the intent of this solicitation to award a contract for the purchase of Two (2) New or Used 3/4 T Regular Cab Trucks, for departments in 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" Page 11, and Pages 13-14 as specified on Price Sheet for total price being proposed.**

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

INSTRUCTIONS TO VENDORS

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

EXHIBIT "A" INSTRUCTIONS TO VENDORS

Preparation of Sealed Bid Proposal

- A. Sealed Bids will be received by the Gila County Finance Department, from individuals and vendors to deliver the product(s), goods and services contained to establish a contract for specified locations within Gila County. The County seeks sealed bid proposals only from qualified, experienced vendors able to provide services which are, in all respects, responsive to the specifications. All bid proposals 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 Proposal, 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 Proposal 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 the Proposal and all Forms provided in this Request for Proposal package in full, original signature in ink, by the person(s) authorized to sign the Proposal and to be submitted at the time of bid, and made a part of this contract. The County will use the Proposal 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/Offer Page at time and place of opening shall be grounds for automatic disqualification of the vendor(s) from further consideration.
- D. The names of all persons authorized to sign the Proposal 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 Proposal.
- F. No alterations in Proposals, 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:

Instructions to Vendors continued...

1. Completion of the Vendor Checklist & Addenda Acknowledgment form, page 17.

Failure to indicate receipt of addenda in the above manner may result in a bid proposal being rejected as non-responsive. If no addenda have been issued, please indicate so by writing "N/A" 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 Proposal 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 Proposals 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.

- A. Bid results ARE NOT provided in response to telephone inquiries or email requests. A tabulation of bids received is on file in the Gila County Board of Supervisors Office and will be available for review after contract award.

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, 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 Proposal, 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 proposal. Delivery charges may differentiate depending on geographical location.

Instructions to Vendors continued...

2. Bid proposals submitted early may be modified or withdrawn by notice to the party receiving proposals at the place and prior to the time designated for receipts of Proposals.

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 Proposal deadline.

All bids shall be submitted in a sealed envelope:

- **Minimum of Two (2) copies with original signatures shall be provided by the Vendor;**
- **The words "Invitation for Bid" with Title "Two (2) New or Used ¾ T Regular Cab Truck", "Bid No. 070816", "September 07, 2016" and "11:00 AM" 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.**

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 Proposals; or portions thereof; or
 3. Reissue a Request for Proposal.
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 proposal 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.

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" VENDOR AWARD AGREEMENT

This exhibit shall serve as the contract agreement to any Vendor, their agents, subcontractors and/or representatives, awarded this or any portion of this contract by the County, by submitting Bid proposals 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 21, VENDORS OFFER PAGE, Exhibit "D" Vendors Qualification and Certification form page 12. This Contract shall include the Invitation for Bids No. 070816 and all exhibits attached to it, including but not limited to the Qualification and Certification Form, Price Sheets, No Collusion Form, Legal AZ Workers Act Compliance Form, 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. 070816, 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, proposals, 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 and/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:

C. *General Terms & Conditions 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.
- D. 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 by mutual written consent, 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:

General Terms & Conditions continued...

1. In the opinion of the County, the Vendor fails to perform adequately the stipulations, conditions or services/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 and/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 and/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 bid proposals, each submittal shall be screened to determine if any shall be deemed non-responsive. Unsigned proposals, unacknowledged Addenda, incomplete proposals, non-conformance with mandatory requirements, etc., may result in the determination of non-responsive.

MINIMUM SPECIFICATIONS

EXHIBIT “C” MINIMUM SPECIFICATIONS FOR: 070816

Purpose: It is the intent of Gila County to establish, by this Invitation for Bids, a contract to purchase up to Two (2) New or Used 3/4 T Regular Cab Trucks. This Invitation for Bid No. 070816 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 / stock facilities to serve the needs of Gila County.
- 1.3 All proposals must represent the entire package.
- 1.4 The parties specifically understand and agree that the quantities used for bidding purposes are estimates of County needs and in no event shall the County be obligated to purchase the exact quantities of any item set forth in the proposal. The County does not guarantee any maximum or minimum amounts of purchase.

SECTION 2.0

Bid Pricing:

- 2.1 The Vendor shall submit the proposal 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.
- 3.3 **DELIVERY TIME:** Vehicles must be delivered no later than 12 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.

Minimum Specifications continued...

- 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.

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 070816 Two (2) New or Used 3/4 T Regular Cab Trucks

The applicant submitting this Bid Proposal 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 Proposal 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

PRICE SHEET

DESCRIPTION: Two (2) ¾ T Regular Cab Truck (Build Sheet Must Accompany Proposal)

Vehicle Year, Make, & Model: _____

MINIMUM SPECIFICATIONS One (1) ¾ T Regular Cab Truck	MEETS MINIMUM SPECIFICATIONS	
	YES	NO
Exterior: White		
Interior: Light Color Vinyl Covered Split Bench Seat		
Power Features: Door Locks		
Keyless entry		
Windows		
Mirrors		
Steering		
Tilt Steering Wheel		
Long wide bed		
Cruise Control		
AM / FM Clock (CD)Radio		
Gas Engine		
Air Conditioning		
USED:		
2015 or Newer		
No more than 30,000 miles		
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: _____

PRICE SHEET

DESCRIPTION: Two (2) ¾ T Regular Cab Truck (Build Sheet Must Accompany Proposal)

Vehicle Year, Make, & Model: _____

MINIMUM SPECIFICATIONS One (1) ¾ T Regular Cab Truck	MEETS MINIMUM SPECIFICATIONS	
	YES	NO
Exterior: White		
Interior: Light Color Vinyl Covered Split Bench Seat		
Power Features: Door Locks		
Keyless entry		
Windows		
Mirrors		
Steering		
Tilt Steering Wheel		
Long wide bed		
Cruise Control		
AM / FM Clock (CD)Radio		
Gas Engine		
Air Conditioning		
USED:		
2015 or Newer		
No more than 30,000 miles		
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:** _____

**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. 070816 - Two (2) New or Used 3/4 T Regular Cab Trucks**
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 _____, 20_____.

Notary Public

My Commission expires:

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

BIDDERS CHECKLIST & ADDENDA ACKNOWLEDGEMENT

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

CHECKLIST:

REQUIRED DOCUMENT

COMPLETED / EXECUTED

QUALIFICATION & CERTIFICATION FORM	_____
PRICE SHEET	_____
NO COLLUSION AFFADAVIT	_____
LEGAL ARIZONA WORKS ACT COMPLIANCE	_____
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 proposal 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. 070816 Two (2) New or Used 3/4 T Regular Cab Trucks**. All proposals shall be filed with the Gila County Finance Department at the Guerrero Complex, 1400 E. Ash St., Globe, AZ on or before September 07, 2016, 11:00 AM.

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 proposal is genuine, and is not in any way collusive or a sham; that the bid proposal is not made with the intent to restrict or prohibit competition; that the Vendor submitting the bid proposal has not revealed the contents of the proposal 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 proposal to, or in any way colluded with, the Vendor submitting this proposal.

CONTRACT NUMBER: 070816 Two (2) New or Used 3/4 T Regular Cab Trucks

Firm Submitting Proposal:

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

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

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.: 070816 including all terms and conditions, specifications, amendments, etc. and the Vendor's Offer as accepted by County/public entity.

The contract shall henceforth be referenced to as Contract No. 070816. 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-3820

Regular Agenda Item 3. D.

Regular BOS Meeting

Meeting Date: 08/15/2016

Submitted For: Kelly Riggs, Information Technology Director

Department: Finance

Fiscal Year: FY17 Budgeted?: Yes

Contract Dates Following Board Grant?: No

Begin & End: of Supervisors
approval

Matching No Fund?: Renewal

Requirement?:

Information

Request/Subject

Authorization to advertise for Request for Proposals No. 080116 - WAN (Wide Area Network) and Internet Services

Background Information

Gila County currently has a 20Mbps Internet access trunk that it shares across all County connected devices, including desktops, laptops, tablets and phones. For perspective, the average home with broadband service has faster Internet access and is shared by significantly less devices.

Gila County also maintains 3 point to point connections between the County Courthouse and outlying facilities located in Globe. These connections to Central Heights, Public Works Administration and Child Support are all 1-Mpbs in speed. This is the equivalent of a network connection from the mid-1980s or early 1990s.

Evaluation

It has become evident across all County departments that the current Internet access bandwidth is not sufficient to allow staff to perform duties in a timely manner. It is also apparent that the current point to point service that extends out from the Courthouse to the Central Heights, Public Works Administration and Child Support facilities are also inadequate. Staff in those locations have increased difficulty and wait times when trying to access network related resources such as email and network file storage.

Increasing our Internet bandwidth and our point to point bandwidth between these facilities will be a first step in restoring regular communications speeds across all County departments.

Conclusion

It is in the best interest of Gila County to increase Internet bandwidth overall and provide for greater network communications speeds between the Courthouse and outlying County facilities.

Recommendation

The Information Technology (IT) Director and the Finance Director recommend that the Board of Supervisors approve the advertisement of Request for Proposals No. 080116 for WAN and Internet Services.

Suggested Motion

Information/Discussion/Action to authorize the advertisement of Request for Proposals No. 080116 for WAN (Wide Area Network) and Internet Services.

(Kelly Riggs/Robert Mawson)

Attachments

Request to advertise

Request for Proposals No. 080116

GILA COUNTY
NOTICE OF REQUEST FOR PROPOSALS
080116

WAN AND INTERNET SERVICES

BIDDER'S INFORMATION
CONTRACT DOCUMENTS AND SPECIFICATIONS



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

COUNTY MANAGER
Don E. McDaniel Jr.



**GILA COUNTY
NOTICE OF REQUEST FOR PROPOSALS NO. 080116
WAN AND INTERNET SERVICES**

Notice is hereby given that Gila County is seeking responses from qualified providers of Bundled Internet Access Services, for the 2016-2017 Fiscal Year.

SUBMITTAL DUE DATE: Friday, September 9, 2016 4:00 PM

**RETURN PROPOSAL TO: Gila County Finance Department
Attn: Betty Hurst, Contracts Administrator
Guerrero Complex
1400 East Ash Street, Globe, AZ 85501**

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

Interested Bidders may obtain a copy of this solicitation by calling Gila County Finance at 928-402-4355. Bidders are strongly encouraged to carefully read the entire Request for Proposal.

Proposals received by the correct time and date will be publicly opened and recorded thereafter in the Guerrero Building Conference Room, 1400 E. Ash St., Globe, AZ, or other site, which may be designated. Any proposals received later than the date and time specified above will not be considered.

The County takes no responsibility for informing recipients of changes to the original solicitation document. It is the Offeror's responsibility to obtain a copy of any amendment relevant to this solicitation.

The Board of Supervisors reserves the right to reject any or all proposals, or to accept any proposal, or to waive any informality in any proposal, or to withhold the award if deemed in the best interest of Gila County.

All procurement activities conducted by Gila County are in conformance with the rules and regulations of the Gila County Procurement Code. A copy of the Code is available for review in the Clerk of the Board's office, Globe, AZ.

Arizona Silver Belt advertisement dates: **August 24, 2016 and August 31, 2016**

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

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

SCOPE OF SERVICES

The County, is seeking proposals for Bundled WAN and Internet Access Services. The Service Provider will include in the proposal all costs necessary to provide, construct, install, program, maintain, and monitor the services requested below. All maintenance costs associated with any on-site premise equipment, provided as an integral part of the Service Provider’s proposed service, shall be their sole responsibility. The successful bidder will include in their bid price, at a minimum, the following Bundled Internet Access Service(s):

1. The cost to provide Internet Access (Bandwidth). Bidder’s price shall include the following:
 - a. The necessary physical connection from the Service Provider to the County, including but not limited to any/all one-time special construction cost(s), permits and licensing, and Service Provider’s supplied on-site premise equipment, necessary to successfully transmit the requested service
 - b. All costs necessary, including but not limited to “curb to demarcation’, to deliver the requested service to the County’s specified “Point of Demarcation” below:
 - c. Demarcation =MDF at 1400 East Ash Street, Globe, Arizona 85501
 - d. The available bandwidth shall be a minimum of 200Mbps (or higher).
 - e. The service hand-off shall be directly to the County’s supplied Local Area Network,
 - f. Internet access availability of 24 hours, 7 days a week, 365 day a year.
 - g. Route all County’s TCP/IP data traffic from their network to the internet.

2. The cost to provide the Wide Area Connection WAN (Circuit). Bidder’s price shall include:
 - a. The necessary physical connection from the service Provider to the County, including but not limited to any/all one-time special construction cost(s), permits and licensing, and Service Provider’s supplied on-site premise equipment, necessary to successfully transmit the requested service to all MDF’s within the County.
 - b. All costs necessary, including but not limited to “curb to demarcation”, to deliver the requested service to the County’s specified “Point of Demarcation” listed below:
Point of Demarcation = MDF at 745 N. Rose Mofford Way, Globe, AZ 85501.
Point of Demarcation = MDF at 5515 S. Apache Ave., Globe, AZ 85501.
***Point of Demarcation = MDF at 157 S, Broad St., Globe, AZ 85501.**

***This point of demarcation should be considered as a month to month cost in the contract, with a 30 day notification to cancel. This point does not need to meet the minimum of 250Mbps for WAN bandwidth, but can be quoted at a much reduced size of 10 Mb or higher as it is a temporary connection only.**
 - c. The LAN connections shall be a minimum of 250Mbps (or higher).

- d. Demarcation hand-off can be an Ethernet Rj-45 copper OR multi-mode LC fiber connection.
- e. Service Providers will provide and maintain all premise equipment necessary to provide the County with the specified handoff and type of service requested.
- f. Full Duplex operation (connection shall be bi-directional).
- g. The requested service shall allow the following Network Protocols:
 - *All TCP/IP protocols.**
 - *All Layer 1, Layer 2, and Layer 3 protocols.**
- h. No other Service Provider's customers will have any physical or logical access to the County's traffic/VLAN

No bid will be accepted from or a contract awarded to a bidder:

1. Who is not licensed in accordance with the law.
2. Who does not hold a license qualifying them to perform work under this contract in the State of Arizona.
3. Who does not hold a valid Service Provider Identification Number (SPIN) and is in good standing with the FCC.

INQUIRIES

Requests for additional information relating to this RFP should be directed to Betty Hurst, Contracts Administrator at (928) 402-4355, or emailed to bhurst@gilacountyaz.gov. Responses will be sent out to all plan holders in the form of an addendum.

Any correspondence related to a Request for Proposals should refer to the appropriate Request for Proposals number, page, and paragraph number. However, the Service Provider must not place the Request for Proposal number on the outside of an envelope containing questions since such an envelope may be identified as a sealed Proposal and may not be opened until after the official Request for Proposal due date and time. Questions received after 4:00 PM, September 2, 2016, will not be answered.

Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

INSTRUCTIONS TO OFFERORS

Important: Exhibit "A", Instructions to Bidders and Exhibit "B", Bidders Award Agreement, are basic content to Gila County Bid packages. Individual bids may require different language for instructions and award agreements. Where applicable, such changes will appear in Exhibit "C", Minimum Product Specifications and Information and take precedence over the language appearing in Exhibits "A & B".

EXHIBIT "A" INSTRUCTIONS TO BIDDERS

Preparation of Sealed Proposal

- A. Sealed Proposals will be received by the Gila County Purchasing Department, from individuals and Service Providers to deliver the product(s), goods and services contained to establish a contract for specified locations within Gila County. The County seeks sealed Proposals only from qualified, experienced Service Providers able to provide services which are, in all respects, responsive to the specifications. All Proposals shall be on the forms provided in this Request for Sealed Proposal package. It is permissible to copy these forms if required, **but copies must have original signatures.**
- B. Before submitting the Proposal and Forms each Service Provider 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 Proposal will constitute a representation of compliance by the Service Provider. There will be no subsequent financial adjustment, other than that provided for by the Contract, for lack of such familiarization.
- C. Service Providers must complete the Proposal and all forms provided in this Request for Proposal package in full, original signature in ink, by the person(s) authorized to sign the Proposal and to be submitted at the time of bid, and made a part of this contract. The County will use the Proposal and Qualifications Form in evaluating the capacity of Service Provider to perform the Scope of Services as set forth in the Contract. Failure of any Service Provider to complete and submit the Price Sheet and Signature/Offer Page and all required forms at time and place of opening shall be grounds for automatic disqualification of the Service Provider from further consideration.
- D. The names of all persons authorized to sign the Proposal must also be legibly printed below the signature. Evidence of the authority of the person signing shall be furnished.
- E. The full name of each person or company interested in the Request for Proposal shall be listed on the Proposal.
- F. No alterations in Proposals, or in the printed forms therefore, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the Service Provider; if initialed, the County may require the Service Provider to identify any alteration so initialed.

REQUEST FOR PROPOSALS NO. 080116
WAN AND INTERNET SERVICES

Amendments

Any addendum issued as a result of any change in this Request for Sealed Proposal must be acknowledged by all Service Providers in the following manner:

1. Completion of the Bidder Checklist & Addenda Acknowledgment form, page 32.

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

Offer & Acceptance Period

In order to allow for an adequate evaluation, the County requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the proposal due date and time.

Discussions

The County reserves the right to conduct discussion with offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify an offer and assure full understanding of, and responsiveness to, solicitation requirements.

Public Record

All proposals submitted in response to this Request for Proposals shall become the property of the County and shall become a matter of public record available for review after contract award notification.

Proposal results ARE NOT provided in response to telephone or written inquiries. A tabulation of proposals received is on file in the Gila County Board of Supervisors Office, and Gila County Website, and available for review after contract award.

Late Proposals

Any proposal received later than the date and time specified on the Notice of Request for Proposal will not be considered.

Submittal Proposal Format

It is required that a minimum of Three (3) copies, **all with original signatures**, on all required RFP documents be submitted. The County will not be liable for any cost incident to the preparation of Proposal, materials, reproductions, presentations, copy-right infringements, etc. It is permissible to copy these forms if required. Facsimiles or mailgrams shall not be considered. Failure to include all required documents, all with original signatures, may invalidate the bid.

1. By signature in the offer section of the Offer and Acceptance page 33, Service Provider certifies:
 - A. The submission of the proposal did not involve collusion or other anti-competitive practices.
 - B. The Service Provider has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
2. Proposals submitted early may be modified or withdrawn by notice to the party receiving proposals at the place and prior to the time designated for receipts of Proposals.
3. The County is not responsible for any Service Provider's errors or omissions. Negligence in preparing an offer confers no right to the Service Provider unless the Service Provider discovers and corrects such errors prior to the Proposal deadline.

The Proposal shall be submitted in a sealed envelope as follows:

1. A minimum of Three (3) copies, **all with original signatures** shall be provided by the bidder.
2. The bidder's company name shall be written on the outside front of the sealed envelope.
3. **The Proposal Title "WAN and Internet Services", RFP No., "080116", Date "September 9, 2016", and time "4:00 PM" of Proposal opening shall be written on the outside of the sealed envelope.**
4. The Bidder shall assume full responsibility for timely delivery at the location designated in the Notice. Late deliveries will not be considered for award.

GENERAL TERMS AND CONDITIONS

Award of Contract

1. The Gila County Board of Supervisors reserves the right to award the Proposal which is deemed to be in the best interest and most advantageous to the County of Gila.
 - a. Notwithstanding any or other provisions of the RFP, the County reserves the right to:
 1. Waive any immaterial defects or informalities; or
 2. Reject any or all Proposals; or portions thereof; or
 3. Reissue a Request for Proposal.
2. On board approval, the County shall make awards with reasonable promptness by giving written notice to the responsible bidder whose bid conforms to the invitation and whose bid is the most advantageous to the county concerning price, conformity to the specifications and other factors. The board may reject all bids if rejection is in the public interest.
3. Further, the County reserves the right to reject the Proposal of any Service Provider who has previously failed to perform adequately after having once been awarded a prior Proposal for providing janitorial services similar in nature.
4. All submitted forms provided in this Request for Proposal will be reviewed by the Gila County Attorney and Gila County Board of Supervisors.
5. Those Service Providers who, in the opinion of the Gila County Board of Supervisors, are best qualified and whose Proposals are most advantageous to the County may be invited to appear before the Board for an oral review.
6. The apparent successful Service Provider 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 Service Providers who have submitted a bid proposal for this RFP have the right to protest. A protest of an award must be filed within ten (10) days after the award by the Board of Supervisors. A protest must be in writing and must include the following:

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

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

Laws and Ordinances

This agreement shall be enforced under the laws of the State of Arizona and Gila County. Service Provider shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Service Provider. The Service Provider 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" BIDDER AWARD AGREEMENT

This exhibit shall serve as the contract agreement to any Service Provider, their agents, subcontractor and/or representatives, awarded this or any portion of this contract by the County, by submitting Proposals to this or any other solicitation requiring sealed Proposals, does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Service Provider's signature(s) appearing on page 33, *Offer and Acceptance Page*, and Exhibit "D" *Bidders Qualification and Certification Form* pages 24-25.

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 Service Provider 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 is based upon the Request for Proposal, Attached Exhibits and Forms, issued by the County and the offer submitted by the Service Provider in response to the RFP. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the RFP and attached exhibits. All other conditions, specifications and other requirements set forth within the text of the RFP, attached exhibits and forms are incorporated by this reference into this contract. The county reserves the right to clarify any contractual terms with the concurrence of the Service Provider; 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 and incorporated RFP with attached exhibits and forms shall contain the entire agreement between Gila County and the Service Provider relating to these requirements and shall prevail over any and all previous agreements, contracts, proposals, 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 Service Provider or any agency is a violation of the County Procurement Code. Any such action is subject to the legal and contractual remedies available to the County inclusive, but not limited to, contract cancellation, suspension and/or debarment of the Service Provider.

Independent Service Provider

Service Provider is an independent Service Provider of the County. Service Provider 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. Service Provider warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractor Providers will likewise obtain Worker's Compensation Insurance for their employees working on this contract. It is further agreed by Service Provider that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Service Provider nor any employee of the Service Provider shall be deemed an officer, employee, or agent of the County.

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 Service Provider.

Contract Default

- A. The County, by written notice of default to the Service Provider, may terminate the whole or any part of this contract in any one of the following circumstances:
 1. If the Service Provider fails to make delivery of the supplies or to perform the services within the times specified; or
 2. If the Service Provider 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 Service Provider 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

- **Payment:** 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 Service Provider shall submit a complete and accurate invoice for payment from the County within thirty (30) days. Invoices may be submitted monthly, or bi-monthly, for services performed under this contract.
- **Payment of Taxes:** The Service Provider shall be responsible for paying all applicable taxes.

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- **Tax Indemnification:** Service Provider and all subcontractor Providers shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Service Provider. Service Provider shall, and require all subcontractor Providers to hold the County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
- **IRS W9 Form:** In order to receive payment the Service Provider shall have a current IRS W9 Form on file with the County unless not required by law.

Note: If County receives a Preliminary Lien Notice from a subcontractor Provider the Service Provider will provide Lien Waivers prior to Service Provider receiving payment.

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 Service Provider 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 Service Provider 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 Service Provider.

Cancellation of County Contracts

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

Termination of Contract

The County, with or without cause, may terminate this contract at any time by mutual written consent, or by giving thirty (30) days written notice to 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 Service Provider to carry out any term, promise, or condition of the contract. The County will issue a written ten (10) day notice of default to Service Provider for acting or failing to act as in any of the following:

1. In the opinion of the County, the Service Provider fails to perform adequately the stipulations, conditions or services/specifications required in the contract.
2. In the opinion of the County, the Service Provider attempts to impose on the County material products, or workmanship, which is of unacceptable quality.
3. Service Provider fails to furnish the required service and/or product within the time stipulated in the contract.
4. In the opinion of the County, the Service Provider fails to make progress in the performance of the requirements of the contract and/or give the County a positive indication that Service Provider 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 Service Provider 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.

Force Majeure

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. Force Majeure shall not include late performance by a subcontractor Provider unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and conditions.

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 practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-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 modification 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.

Indemnification Clause

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

MINIMUM SPECIFICATIONS

EXHIBIT "C" MINIMUM SPECIFICATIONS – PRODUCT SPECIFICATIONS

It is the intent of this Invitation for Proposals to enter into a contract with a qualified Service Provider to provide WAN and Internet Services facilities.

General Purpose

1. All product specifications are **minimum**.
2. Service Provider should have adequate manufacturing/stocking facilities to serve the needs of Gila County.
3. All Proposals must represent the entire package. Partial awards will not be made unless otherwise stated in the Proposal specifications.
4. Service Provider shall review its Proposal submission to assure the following requirements are met.
 - a. One (1) original and two (2) copies, total of three (3), **all with original signatures** shall be submitted
 - b. Qualification and Certification Form
 - c. Price Sheet
 - d. References List
 - e. No Collusion Certification
 - f. Intentions Concerning Subcontracting
 - g. Legal Arizona Workers Act Compliance
 - h. Bidder's Checklist & Addenda Acknowledgment
 - i. Offer and Acceptance Page
 - j. Background Investigation Authorization
 - k. W9

Term and Renewal

The term of the Contract shall commence upon award and remain in effect for a period of Three (3) years, unless terminated, canceled or extended as otherwise provided herein. The Service Provider agrees that the County shall have the right, at its sole option, to renew the Contract for two (2) more additional one-year periods or portions thereof. In the event the County exercises such rights, all terms, conditions, and provisions of the original contract, and any amendments issued during the term of the contract, shall remain the same and apply during the renewal period.

Service Level Agreement (SLA) – The Service Provider shall provide the County with a Service Level Agreement (SLA) in conformance to standard industry requirements. The SLA shall, at a minimum, ensure that the following Operation and Maintenance objectives are met:

- Network Availability – 99.99%
- Packet Delivery Rate – 00.00%
- Mean Time to Repair 4 Hours, end-to-end, including local loop

Evaluation of Proposal

Award shall be made to the responsible Offeror whose proposal is determined to be the most advantageous to the County based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance and percentage weight.

- a. Cost (50%)
- b. Qualifications and Prior Experience (30%)
- c. Conformity to Submittal Requirements (10%)
- d. References (10%)

PRICE EVALUATION FORM

PROJECT NAME: **Bundled Internet Access** _____

RFP Reference **WAN & Internet Services** _____

The County shall use the price(s) shown below to determine the Bidder’s evaluation score for all “Cost” related evaluation criteria.

Instructions

1. Bidders shall provide a line item price for the “Recurring Price”, and if applicable the “One-Time Price” for each of the site(s) listed below,
2. Bidder shall provide a description and line item price for any “Additional” price elements that are not included in the “Recurring Price” and “One-Time Price” totals that are included in the Service Provider’s bid.
- 3.

Recurring Price

Service	Speed	Monthly Recurring Price	Contract Term		“Recurring Price” Total	
			(Months)			
Internet Access (Bandwidth)		\$	X		X	\$
WAN Connection (Circuit)		\$	X		X	\$
		\$	X		X	\$
“Recurring Price” Sub-Total						\$

One-Time Price

Service	Speed	Monthly Recurring Price	Contract Term		“One-Time Price” Total	
			(Months)			
Internet Access (Bandwidth)		\$	X		X	\$
WAN Connection (Circuit)		\$	X		X	\$
		\$	X		X	\$
“One-Time” Sub-Total						\$

Additional (including "Growth Clause")

Service	Description	"Recurring Price" Total
Internet Access (Bandwidth)		\$
WAN Connection (Circuit)		\$
		\$
"Additional" Price Sub-Total		\$

Bidder's Name _____

Signature _____ Date _____

Name/Title _____

ALTERNATE PRICE EVALUATION FORM

PROJECT NAME: **Bundled Internet Access**_____

RFP Reference **WAN & Internet Services**_____

Alternate Price Description:_____

Recurring Price

Service	Speed	Monthly Recurring Price	Contract Term (Months)		"Recurring Price" Total	
Internet Access (Bandwidth)		\$	X		X	\$
WAN Connection (Circuit)		\$	X		X	\$
		\$	X		X	\$
"Recurring Price" Sub-Total						\$

One-Time Price

Service	Speed	Monthly Recurring Price	Contract Term (Months)		"One-Time Price" Total	
Internet Access (Bandwidth)		\$	X		X	\$
WAN Connection (Circuit)		\$	X		X	\$
		\$	X		X	\$
"One-Time" Sub-Total						\$

Additional (including "Growth Clause")

Service	Description	"Recurring Price" Total
Internet Access (Bandwidth)		\$
WAN Connection (Circuit)		\$
		\$
"Additional" Price Sub-Total		\$

Bidder's Name_____

Signature_____ **Date**_____

Name/Title_____

**Request for Taxpayer
Identification Number and Certification**

**Give Form to the
requester. Do not
send to the IRS.**

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
 Other (see instructions) ▶ _____
 C Corporation
 S Corporation
 Partnership
 Trust/estate

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.

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) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
6 City, state, and ZIP code

7 List account number(s) here (optional)

Requester's name and address (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.

Social security number

			-				-			
--	--	--	---	--	--	--	---	--	--	--

or

Employer identification number

			-							
--	--	--	---	--	--	--	--	--	--	--

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.

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 ▶ Date ▶

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:
- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
 - Certify that you are not subject to backup withholding, or
 - 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
 - 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.

INSURANCE REQUIREMENTS

Service Provider and subcontractor Providers 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 Service Provider, his agents, representatives, employees or subcontractor Providers.

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

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

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

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

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

a. Policy shall be endorsed to **include master key coverage**.

b. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Service Provider"**.

c. Policy shall be endorsed to **include coverage for "care-custody-control"**.

2. **Automobile Liability**

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

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

a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Service Provider, including automobiles owned, leased, hired or borrowed by the Service Provider"**.

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

Workers' Compensation Statutory

Employers' Liability

Each Accident \$100,000

Disease – Each Employee \$100,000

Disease – Policy Limit \$500,000

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

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

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Service Provider even if those limits of liability are in excess of those required by this Contract.

2. The Service Provider's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

3. Coverage provided by the Service Provider shall not be limited to the liability assumed under the indemnification provisions of this Contract.

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

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project.

Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

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

- F. **SUBCONTRACTOR PROVIDERS:** Service Providers' certificate(s) shall include all subcontractor Providers as additional insured's under its policies **or** Service Provider shall furnish to the County separate certificates and endorsements for each subcontractor Provider. All coverage's for subcontractor Providers 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.

QUALIFICATION AND CERTIFICATION FORM

EXHIBIT "D" Bidder Qualifications and Certification

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

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

Contract Number 080116 WAN and Internet Services

The applicant submitting this Proposal warrants the following:

1. Name, Physical Address, E-Mail Address and Telephone Number of Principal Service Provider:

2. Has Service Provider (under its present or any previous name) ever failed to complete a contract? _____Yes _____No. If "Yes, give details, including the date, the contracting agency, and the reasons Service Provider failed to perform in the narrative part of this Contract.
3. Has Service Provider (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 Service Providers disqualification, and whether this disqualification remains in effect in the narrative part of this Contract.
4. Has a contracting agency ever terminated a contract with the Service Provider prior to contract expiration date (under your Service Provider's present or any previous name)? _____Yes _____No. If "Yes", give details including the date, the contracting agency, and the reasons Service Provider was terminated in the narrative part of this Contract.
5. **SERVICE PROVIDER MUST ALSO PROVIDE AT LEAST THE FOLLOWING INFORMATION ALONG WITH THEIR PROPOSAL SUBMITTAL:**
- a. A brief history of the Company.
 - b. A Cost Proposal shall be submitted on the Price Sheet, attached herein and made a full part of this contract by this reference.
 - c. A list of previous and current customers, which are considered identical or similar to the Scope of Services described herein, shall be submitted on the Reference List, attached herein and made a full part of this contract by this reference.
 - d. List the specific qualifications the Service Provider has in supplying the specified services.
 - e. A list of any subcontractor Providers (if applicable) to be used in performing the service must accompany the Proposal.
 - f. Sealed list of "equipment used" in performing the services must accompany proposal submitted by Service Provider.
 - g. Gila County reserves the right to request additional information.

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6. Service Provider Experience Modifier (e-mod) Rating in Arizona: _____
(If Applicable)

A method the National Council on Compensation Insurance (NCCI) uses to measure a business' computed loss ratio and determine a factor, which when multiplied by premium, can reward policyholders with lower losses. E-mod rate may be a determining factor in bid award.

7. Current Service Provider Business License Number: _____
(If Applicable)

8. Service Provider must provide copies of all required Arizona Certifications and Licenses in performing the scope of services provided in this request for proposals.

Signature of Authorized Representative

Printed Name

Title

REFERENCES LIST

References

Please list a minimum of three (3) references for contracts of similar size and scope as this Request for Proposals during the past twenty-four (24) months, in or as close to Gila County as possible. Bidder may attach further reference information as necessary.

1. Company Name: _____
Contact: _____
Phone: _____ Address: _____
Job Length of Time: _____ Months _____ Years
Job Description: _____

2. Company Name: _____
Contact: _____
Phone: _____ Address: _____
Job Length of Time: _____ Months _____ Years
Job Description: _____

3. Company Name: _____
Contact: _____
Phone: _____ Address: _____
Job Length of Time: _____ Months _____ Years
Job Description: _____

Company Name

Signature of Authorized Representative

Title

CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING

At the time of the submission of bids for Request for Proposals No. 080116, WAN and Internet Services, my intention concerning subcontracting a portion of the work is as indicated below.

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

A list of any subcontractor (if applicable) to be used in performing the service must accompany the Proposal response. The list must include the subcontractor Providers name, address, and phone number.

Any subcontractor not listed with the bid must be approved by the County Facilities Manager prior to providing any work pursuant to this contract. Further, Service Provider warrants that all subcontractor will comply with all terms and conditions of this contract including but not limited to all insurance and worker's compensation coverage provisions of this contract. The County reserves the right to terminate the contract if the Service Provider fails to comply with the provisions of this certification.

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

Name of Firm

By: (Signature)

Title

LEGAL ARIZONA WORKERS ACT COMPLIANCE

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

Any breach of Service Provider's or any subcontractor 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 Service Provider to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor Provider, and the subcontract is suspended or terminated as a result, Service Provider shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay delivery of services.

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

Signature of Authorized Representative

Printed Name

Title

REQUEST FOR PROPOSALS NO. 080116
WAN AND INTERNET SERVICES

BIDDER CHECKLIST & ADDENDA ACKNOWLEDGMENT

NOTICE IS HEREBY GIVEN that all Bid Documents shall be completed and/or executed and submitted with this Request for Proposals (RFP). If Service Provider fails to complete and/or execute any portion of the Bid documents, all with original signatures, the RFP may be determined to be “non-responsive” and rejected.

CHECKLIST:

<u>REQUIRED DOCUMENT</u>	<u>COMPLETED / EXECUTED</u>
QUALIFICATION & CERTIFICATION FORM	_____
PRICE SHEET	_____
REFERENCE LIST	_____
NO COLLUSION IN BIDDING	_____
INTENTIONS IN SUBCONTRACTING	_____
LEGAL ARIZONA WORKERS ACT COMPLIANCE	_____
BIDDER'S CHECKLIST & ADDENDA ACKNOWLEDGMENT	_____
OFFER AND ACCEPTANCE PAGE	_____
BACKGROUND AUTHORIZATION	_____
W-9	_____

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

	#1	#2	#3	#4	#5
INITIALS	_____	_____	_____	_____	_____
DATE	_____	_____	_____	_____	_____

Signed and dated this _____ day of _____, 2016.

Service Provider:

By:

Each proposal shall be sealed in an envelope addressed to the Gila County Purchasing Department and bearing the following statement on the outside of the envelope: *Company Name, Request for Sealed Proposals No. 080116 WAN and Internet Services*. All proposals shall be filed with Gila County Procurement at 1400 E. Ash St., Guerrero Building, Globe, AZ on or before September 9, 2016, 4:00 PM.

REQUEST FOR PROPOSALS NO. 080116
WAN AND INTERNET SERVICES

OFFER AND ACCEPTANCE

TO GILA COUNTY:

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

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

Service Provider Submitting Proposal:

Company Name

Address

City State Zip

Signature of Person Authorized to Sign

Printed Name

Title

For Clarification of this Offer, Contact:

Name: _____

Title: _____

Phone No.: _____

Fax: _____

Email: _____

ACCEPTANCE OF OFFER
(For Gila County use only)

The Service Provider is now bound to provide the materials or services listed in RFP No.: 080116 including all terms and conditions, specifications, amendments, etc. and the Service Provider's Offer as accepted by County/public entity. The contract shall henceforth be referenced to as Contract No. 080116.

GILA COUNTY BOARD OF SUPERVISORS

Awarded this _____ day of _____, 2016

Michael A. Pastor, Chairman, Board of Supervisors

ATTEST

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM

Bryan B. Chambers, Deputy County Attorney/Civil
Bureau Chief
for Bradley D. Beauchamp, County Attorney



WAIVER OF LIABILITY AND RELEASE FORM BACKGROUND INVESTIGATION AUTHORIZATION

I _____ hereby give the Gila County Purchasing Department the right
(Print First, Middle Initial, & Last Name)

to make a thorough investigation of my background as part of the bidding proposal process for Bid No. 080116.

The term “back-ground investigation” as used in this document refers to any and all information and sources of information that may be deemed necessary to obtain or contact, to determine the offerors fitness as a bid award candidate.

I understand that I do not have to agree to this background investigation, but that refusal to do so may exclude me from consideration for bid award.

I understand that information collected during this investigation will be limited to that appropriate to determining my suitability for the project out for bids and that all such information collected during the investigation will be kept confidential.

I hereby release from liability and promise to hold harmless, under any and all possible causes of legal action, any and all persons or entities who shall furnish any information or opinions to the Purchasing Department, its agents or employees.

I hereby release from liability and promise to hold harmless, under any and all possible causes of legal action, the political subdivision, the Purchasing Department, its agents or employees for any statements, acts or omissions in the course of my background investigation.

I release from liability given by me to the political division, its officers, agents and employees, all others as mentioned above, shall apply to any rights of action arising from the denial of bid award based on information received from the background investigation.

Please read carefully before signing.

Signed: _____

Date: _____

Date of Birth: _____

ARF-3898

Consent Agenda Item 4. A.

Regular BOS Meeting

<u>Meeting Date:</u>	08/15/2016		
<u>Submitted For:</u>	Malissa Buzan	<u>Submitted By:</u>	Allison Torres, Case Manager
<u>Department:</u>	Community Services	<u>Division:</u>	Comm. Action Program/Housing Servs.
<u>Fiscal Year:</u>	2016-2017	<u>Budgeted?:</u>	Yes
<u>Contract Dates</u>	July 1, 2016 - June	<u>Grant?:</u>	Yes
<u>Begin & End:</u>	30, 2017		
<u>Matching</u>	No	<u>Fund?:</u>	New
<u>Requirement?:</u>			

Information

Request/Subject

Amendment No. 1 to Funding Agreement No. 203-16 with the Arizona Department of Housing (ADOH) for the Weatherization Assistance Program.

Background Information

The Gila County Board of Supervisors approved Funding Agreement No. 203-16 on July 5, 2016.

Evaluation

The Scope of Work in Funding Agreement No. 203-16 has been amended to indicate the change in the LIHEAP (Low Income Home Energy Assistance Program) income eligibility level to 200% of the federal poverty guidelines and the LIHEAP rolling average per unit expenditure to \$7,105.

Conclusion

By the Board of Supervisors approving Amendment No. 1 to Funding Agreement No. 203-16, the Weatherization Assistance Program will follow the LIHEAP income eligibility level of 200% of the federal poverty guidelines and the LIHEAP rolling average per unit expenditure to \$7,105 when determining eligibility for weatherization services.

Recommendation

The Community Services Division Director recommends that the Board of Supervisors approve this Amendment.

Suggested Motion

Approval of Amendment No. 1 to Funding Agreement No. 203-16 between the Arizona Department of Housing and the Gila County Division of Community Services, Housing Service, to amend the Scope of Work to indicate the change in Low Income Home Energy Assistance Program (LIHEAP) income eligibility level to 200% of the federal poverty guidelines and the LIHEAP rolling average per unit expenditure to \$7,105.

Attachments

Amendment No. 1 to Agreement No. 203-16

Agreement No. 203-16

Approval as to Form

Contract No.: 203-16
Termination Date: June 30, 2017
Amendment No.: 1

AMENDMENT TO A
FUNDING AGREEMENT
Between
ARIZONA DEPARTMENT OF HOUSING
and
Gila County

This Agreement is made and entered into by and between the Arizona Department of Housing (ADOH), and the Gila County (Recipient).

RECITALS

- 1) ADOH and Recipient have entered into a Contract, stipulating to an award through the State Weatherization Assistance Program by ADOH to Recipient for the purpose as outlined in the above referenced Funding Agreement; and
- 2) A revision to said Agreement is necessary; and
- 3) ADOH and Recipient agree that the revision is in the best interest of all parties, including beneficiary low-income households; ADOH and Recipient hereby agree to amend the subject agreement as follows:

AGREEMENT

The agreement incorporates the Recital paragraphs set forth above.

The Following Attachments are amended and attached hereto:

A **Scope of Work**

The Scope of Work has been amended to indicate the change in the LIHEAP income eligibility level to 200% of the federal poverty guidelines and the LIHEAP rolling average per unit expenditure to \$7,105.

Any and all portions of subject Agreement that are not herein specifically amended shall remain unchanged.

In Witness Whereof, ADOH and Recipient have executed this Amendment that shall become effective when signed by ADOH.

THE ARIZONA,
DEPARTMENT OF HOUSING

GILA COUNTY (RECIPIENT)

BY: _____
 Michael Trailor
TITLE: Director
DATE: _____

BY: _____
 Michael A. Pastor
TITLE: Chairman, Board of Supervisors
DATE: _____

Manager's Approval: _____



ATTACHMENT A
SCOPE OF WORK
REVISED 6-28-16

The Arizona Department of Housing Weatherization Assistance Program (ADOH WAP) award will be comprised of Department of Energy (DOE), Low Income Home Energy Assistance Program (LIHEAP) and Southwest Gas Utility (SWG) funds and will allow Gila County (**recipient**) to provide installation/repair of energy efficiency measures to dwellings occupied by low income households in Gila County Arizona outside of Tribal Reservation Land.

This contract award is contingent upon:

- A. Assistance is reserved for the following incomes:
 - a. DOE funds: 200% of Federal Poverty Guidelines as published annually;
 - b. LIHEAP funds: 200% of Federal Poverty Guidelines as published annually; and
 - c. SWG funds (restricted to SWG Customers only): 200% of Federal Poverty Guidelines as published annually.
- B. The program will prioritize services to the following populations:
 - a. Elderly;
 - b. Handicapped; and
 - c. Families with children under the age of 5.
- C. DOE, LIHEAP and SWG WAP funding requires adherence to the Arizona Weatherization Assistance Program State Plan (State Plan), Health and Safety Plan (HSD Plan); Arizona Weatherization Policies and Procedures Handbook, Arizona Weatherization Assistance Program Field Guide; Standard Work Specifications; and WAP Memorandum 15-10 Quality Management Plan.
- D. Maximum investment per unit is as follows:
 - a. DOE: Average per unit investment over Program Year 2016 (July 1, 2016 to June 30, 2017) is \$7,105;
 - b. LIHEAP: Average per unit investment over Program Year 2016 (July 1, 2016 to June 30, 2017) is \$7,105; and
 - c. SWG (funds restricted to SWG Customers only): \$3,300 maximum investment per unit which consists of \$3,000 toward energy efficient (including health and safety) measures and up to \$300 for administration. Administrative costs must not exceed 10% of cost for measures. Health and Safety must not exceed 25% of Program Operations costs.
- E. Satisfactory SHPO requirements if applicable must be completed prior to any construction activity or any expenditure of funds.
- F. Gila County will be expected to fully expend awarded funds and complete the following number of units for each funding source:
 - a. DOE: 5 completed units passing Quality Control Inspection and ADOH WAP monitoring;
 - b. LIHEAP: 13 completed units passing final inspection and ADOH WAP monitoring; and
 - c. SWG: 8 completed units passing final inspection and ADOH WAP monitoring.

AGREEMENT NO. 203-16
TERMINATION DATE June 30, 2017

**FUNDING AGREEMENT
BETWEEN THE ARIZONA DEPARTMENT OF HOUSING
AND
Gila County
FOR
WEATHERIZATION ASSISTANCE PROGRAM**

This Funding Agreement is made by and between:

The Arizona Department of Housing ("ADOH"), located at, 1110 West Washington Street, Suite 280, Phoenix, Arizona 85007, acting pursuant to A.R.S. § 41-3953 and (please select applicable funding source):

- Title I of the Housing and Community Development Act of 1974, as amended (Community Development Block Grant) ("CDBG").
 - Title II of the National Affordable Housing Act of 1990, as amended (HOME Investments Partnerships Program) ("HOME").
 - A.R.S. § 41-3955 (State Housing Trust Fund) ("HTF").
 - The AIDS Housing Opportunity Act of 1992, as amended, 42 U.S.C. Section 12902 (Housing Opportunities for Persons with HIV/AIDS) ("HOPWA").
 - Title IV Part 578 of the McKinney-Vento Homeless Assistance Act of 1987, as amended, 42 USC. 11301 et seq. and the Continuum of Care Program regulations as amended by the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009 (Continuum of Care) ("COC").
 - Title I of the Housing and Economic Recovery Act of 2008, Section 1131 (Public Law 110-89). (National Housing Trust Fund) ("NHTF").
 - Part A of the Energy and Conservation in Existing Buildings Act of 1976, as amended and 42 U.S.C. Section 6861 (Department of Energy Weatherization Assistance Program for Low Income Persons) ("DOE WAP").
 - Low Income Energy Assistance Act of 1981, as amended, 42 U.S.C. Section 8621-8630, (Low Income Home Energy Assistance Program) ("LIHEAP WAP").
 - Southwest Gas Corporation, Weatherization Assistance Program ("SWG WAP").
- and

FUNDING AGREEMENT
with
ARIZONA DEPARTMENT OF HOUSING

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with
ARIZONA DEPARTMENT OF HOUSING**

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- A Scope of Work**
- B Performance Report/Schedule of Completion**
- C Budget**
- D Request for Payment Form**
- E Special Conditions of the Agreement**
- F Certification and Other Requirements Relating to Title I or Title II Assistance**
- G Authorizing Resolution(s)**
- H Additional Provisions of the 2013 HOME Final Rule (Effective August 23, 2013)**

GILA COUNTY
(Entity)

An Arizona County ("Recipient") DUNS #02-407-1339, located at
Office of Community Services, 5515 S. Apache Ave., Suite 200.
Street
Globe, Arizona 85501
City State Zip

In consideration of the mutual representations and obligations hereunder,
ADOH and Recipient agree as follows:

Section 1. FUNDS PROVIDED

ADOH agrees to provide \$148,879.00 in the following type of funds to Recipient in accordance with this Agreement. ADOH is entitled to change the funding sources as described in this section, in its sole discretion, so long as the total amount of funds to be disbursed is not affected thereby.

- CDBG, CFDA # 14.228**
Federal Fiscal Year _____
\$_____
- HOME, CFDA # 14.239**
Federal Fiscal Year _____
\$_____
- HTF**
State Fiscal Year _____
\$_____
- HOPWA, CFDA # 14.241**
Federal Fiscal Year _____
\$_____
- COC, CFDA # 14.267**
Federal Fiscal Year _____
\$_____
- NHTF, CFDA # 14.275**
- DOE WAP, CFDA # 81.042**
Federal Fiscal Year 2016
\$33,959.00

LIHEAP WAP, CFDA # 93.658
Federal Fiscal Year 2016
\$87,770.00

SWG WAP
State Fiscal Year 2017
\$27,150.00

Section 2. OTHER FUNDS

If applicable, Recipient agrees to secure funding other than that listed in Section 1 for the completion of this Agreement as indicated in the *Budget* attached hereto as Attachment C. ADOH reserves the right to rescind some or all of the funding committed through this Agreement if other funding sources become unavailable.

Section 3. ACCEPTANCE OF FUNDS

Recipient hereby accepts the award of funds under the terms of this Agreement and agrees to execute and return this Agreement to ADOH within thirty (30) days of receipt unless Recipient receives a written waiver of this requirement by ADOH.

Section 4. DURATION

This Agreement shall be effective beginning on the date of execution by ADOH and shall remain in effect until JUNE 30, 2017 unless sooner terminated, extended or otherwise amended in accordance with the terms of this Agreement.

Section 5. INCORPORATION OF TERMS FOR COMPLIANCE WITH PROGRAM REQUIREMENTS AND APPLICABLE STATE AND FEDERAL LAW

Recipient shall carry out each activity in compliance with all applicable State and Federal laws, Federal regulations and other requirements including, but not limited to, the provisions indicated as marked below and hereby incorporated into this Agreement, as if fully set forth herein. Also incorporated into this Agreement as applicable, are the terms of any resolution authorizing Recipient's application for funds, which is attached hereto as Attachment G, *Authorizing Resolution(s)* and any *Special Conditions of the Agreement* attached hereto as Attachment E.

CDBG funds require adherence to the following provisions as revised: (1) 24 CFR Part 570; (2) *Certification and Other Requirements Relating to Title I Assistance* attached hereto as Attachment F; (3) the provisions contained in the *State of Arizona Consolidated Plan*; (4) *ADOH ERR Handbook*; (5) *ADOH Labor Standards Handbook*; (6) *CDBG Application Handbook*; (7) *CDBG Grant Administration Handbook*; and (8) *CDBG Procurement, Contracts and Acquisition Handbook* (collectively "the Incorporated Documents") as

each may be amended from time to time. In the event of a conflict between the terms of this Agreement and the terms of the Incorporated Documents, the terms of this Agreement shall govern.

- HOME funds require adherence to the following provisions as revised: (1) 24 CFR Part 92; (2) *Certification and Other Requirements Relating to Title II Assistance* attached hereto as Attachment F; (3) the provisions contained in the *State of Arizona Consolidated Plan*; (4) *ADOH ERR Handbook*; (5) *ADOH Labor Standards Handbook*; and (6) the *State Housing Fund Program Summary and Application Guide*.
- HTF funds require adherence to the *State Housing Fund Program Summary and Application Guide* as revised.
- COC funds require adherence to the following provisions as revised: (1) 24 CFR Part 578; and (2) the *Special Needs Housing Manual*.
- HOPWA funds require adherence to the following provisions as revised: (1) 24 CFR Part 574; and (2) the *Special Needs Housing Manual*.
- NHTF requires adherence to the following provisions as revised: (1) 24 CFR Parts 91 and 93, Housing Trust Fund Interim Rule; (2) the provisions contained in the *State of Arizona Consolidated Plan*; (3) *State Housing Fund Program Summary and Application Guide*; (4) *State of Arizona Qualified Allocation Plan*; and (5) *National Housing Trust Fund Allocation Plan*.
- DOE WAP funds require adherence to the following provisions as revised: (1) 10 CFR Part 440 as revised; (2) the *Arizona Weatherization Assistance Program State Plan (State Plan)*; (3) *Health and Safety Plan (HSD Plan)*; (4) the *Arizona Weatherization Policies and Procedures Handbook*; (5) *Arizona Weatherization Assistance Program Field Guide*; (6) *Standard Work Specifications*; and (7) *WAP Memorandum 15-10 Quality Management Plan*.
- LIHEAP WAP funds require adherence to the following provisions: (1) 45 CFR Part 96 as revised; (2) the *Arizona Weatherization Assistance Program State Plan (State Plan)*; (3) *Health and Safety Plan (HSD Plan)*; (4) the *Arizona Weatherization Policies and Procedures Handbook*; (5) *Arizona Weatherization Assistance Program Field Guide*; (6) *Standard Work Specifications*; and (7) *WAP Memorandum 15-10 Quality Management Plan*.
- SWG WAP funds require adherence to the following provisions: (1) the *Arizona Weatherization Assistance Program State Plan (State Plan)*; (2) *Health and Safety Plan (HSD Plan)*; (3) the *Arizona Weatherization Policies and Procedures Handbook*; (4) *Arizona Weatherization Assistance Program Field Guide*; (5) *Standard Work Specifications*; and (6) *WAP Memorandum 15-10 Quality Management Plan*.

Section 6. SCOPE OF WORK

Recipient agrees to utilize all funds made available under this Agreement only for the purpose of implementing the *Scope of Work* hereby incorporated into this Agreement and described in Attachment A.

Revisions to Scope of Work. Recipient agrees to follow the procedures indicated as marked below regarding changes to the *Scope of Work*.

Revisions to the *Scope of Work* that change the manner in which an activity is to be executed or that change final outcome such as number of units, feet of utility line, number of households served, square footage of building, etc. require written approval from ADOH. The following substantial revisions to the *Scope of Work* require written amendment to this Agreement:

- (a) The purpose of the project changes;
- (b) The location of the project changes;
- (c) A project activity is added, deleted or altered such that it becomes a different activity;
- (d) The beneficiary of any activity changes;
- (e) Recipient is requesting a change to the loan or grant terms. Recipient must submit a written request for an Agreement amendment to ADOH, with a revised *Scope of Work* attached;
- (f) The ownership entity changes; and
- (g) Any other changes that involve program requirements.

ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

Section 7. REPORTS

Recipient shall be responsible for providing various reports of all activities related to this Agreement as identified below and as requested by ADOH or HUD. Recipient shall also provide to ADOH any additional written information requested by ADOH in a timely manner and within reasonable deadlines as shall be set by ADOH.

7.1 Performance Report. Recipient agrees to submit the ADOH *Performance Report* respective of the types of projects indicated below and attached as Attachment B.

- HOME, NHTF or HTF funded rental development projects ("Rental Projects"). Recipient must submit a *Bimonthly Performance Report* attached hereto as Attachment B. The Bimonthly Progress Report must be submitted to ADOH on the 20th of January, March, May, July, September and November and address activities of the preceding

two (2) months (i.e. the January report covers the months of November and December).

- HOME, HTF and CDBG non-rental projects ("HOME, HTF and CDBG Non-Rental Projects"). Recipient must submit a *Quarterly Progress Report* attached hereto as Attachment B. The Quarterly Progress Report must be submitted to ADOH on the 15th of July, October, January and April and address activities of the preceding three (3) months (i.e. the July report covers the months of April, May and June). Failure to submit timely Quarterly Progress Reports will result in suspension of payment reimbursement requests until such reports are brought current.
- COC funded assistance for persons who are homeless ("Homeless Projects"). ADOH is required to administer the program during the contract term, which is synonymous with the HUD grant term and as set forth in Section 4. Recipient shall submit *Annual Progress Report (APR)* data from HMIS to ADOH, no later than sixty (60) days following the contract termination date listed on Page 1 of the Agreement.
- HOPWA funded rental assistance and services ("HOPA Projects"). A Recipient of HOPWA awarded funding shall administer said program in the contract term as set forth in Section 4 and submit one (1) *HUD Consolidated Annual Performance Evaluation Report (CAPER)* in accordance with the schedule set forth in Attachment B no later than sixty (60) days following the end of Fiscal Year date which is June 30th annually.
- DOE WAP, LIHEAP WAP and SWG WAP funded projects ("Weatherization Projects"). Recipient must submit a *Monthly Performance Report* attached hereto as Attachment B. The Monthly Performance Report must be submitted to ADOH on the 30th (for the month of February, the last calendar day of the month) of each month and address activities of the preceding month (i.e. the January 30th report covers the month of December).

7.2 Contract Closeout—Completion Reports and Post-Funding Audits. Recipient's obligation to ADOH under this Agreement shall not end until all closeout requirements described in this paragraph are completed. ADOH will notify Recipient in writing that a Completion Report is due to ADOH within sixty (60) days of one (1) of the following occurrences:

- (a) The funds have been expended;
- (b) The Scope of Work has been completed;
- (c) The contract period set forth in this Agreement has expired; or
- (d) The Agreement has been otherwise terminated.

The Completion Report shall contain the information identified in the notice.

Following the receipt and approval of the Completion Report, ADOH will notify Recipient in writing that the Agreement is administratively closed.

After the project is administratively closed, Recipient must submit all required audits to ADOH. All audits for fiscal years in which Recipient received funds from ADOH must be received, reviewed and found to be satisfactory by ADOH. In the event that ADOH determines that any project costs described in a post funding audit are unjustified or describe ineligible activities, Recipient will be required to refund such monies back to ADOH.

Section 8. SCHEDULE OF COMPLETION

Recipient agrees to make progress with the *Scope of Work* in accordance with the *Schedule of Completion* hereby incorporated into this Agreement and described in Attachment B.

Revisions to the Schedule of Completion. Recipient agrees to follow the procedures indicated as marked below regarding changes to the Schedule of Completion.

- Rental Projects funded with HOME or HTF.** Recipient must notify ADOH of revisions to the *Schedule of Completion* using the *Bimonthly Performance Report*, attached hereto as Attachment B. To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion* attached. Contract amendment requests must be received by ADOH a minimum of thirty (30) days prior to the contract expiration date. ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

- Non-Rental Projects funded with HOME, HTF and CDBG.** Recipient must notify ADOH of revisions to the *Schedule of Completion* using the *Quarterly Performance Report*, attached hereto as Attachment B. To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion* attached. Contract amendment requests must be received by ADOH a minimum of thirty (30) days prior to the contract expiration date. ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

- Homeless Projects funded with COC.** To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion and Performance Report* attached. Contract amendment requests must be received by ADOH a minimum of thirty (30) days prior to the contract expiration date. ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

- Weatherization.** Projects funded with DOE WAP, LIHEAP and/or SWG WAP. Recipients will have twelve (12) months to complete the Scope of Work with no extensions. ADOH may, based on a review of the progress of Recipient completed units and expenditures, move funds from a non or under-performing Recipient to a Recipient meeting or exceeding their performance goals. ADOH will review the performance of the Recipient on a monthly basis. The first re-allocation of funds if applicable would occur at six (6) months with additional re-allocations, if needed, at the eight (8) month and ten (10) month time periods.

Section 9. BUDGET

Recipient agrees to use the funds provided pursuant to this Agreement in accordance with the Budget that is attached as Attachment C. Recipient further agrees that any project costs, unless otherwise specified, exceeding the Budget shall be the sole responsibility of Recipient.

Availability of funding under this Agreement is contingent on final review and approval of the Budget. Budgetary considerations for specific programs are described below:

- CDBG Revisions to the Budget.** Recipient must obtain written approval from ADOH to move funds from one Budget Activity Line Item to another. The following substantial revisions to the *Budget* require a contract amendment:
- (a) Funds are moved from one Budget Activity Line Item to another and the change in the Budget Activity Line from which it is moved or to which it is being moved exceeds fifty percent (50%), unless the move is from administration to a non-administration activity, in which case only written notice without a contract amendment is required;
 - (b) Additional funding sources are added to the Project;
 - (c) Recipient is requesting a change to the grant terms.
- HOME, NHTF and HTF Revisions to the Budget.** Recipient must obtain prior written approval from ADOH to move funds from one Budget Activity Line Item to another. ADOH will only approve changes to the Budget for eligible costs as outlined in the State Housing Fund program. The following substantial revisions to the *Budget* require a contract amendment:
- (a) Additional funding sources are added to the project which require a project to be re-underwritten to determine gap;
 - (b) Recipient is requesting a change to the loan terms.
- WEATHERIZATION Revisions to the Budget.** Recipient must obtain written approval from ADOH to move funds from one Budget Activity Line Item to another.

See Section 10 for changes that affect the Budget.

Recipient shall not retain any funds that are drawn down in excess of immediate cash needs (to be utilized within fifteen (15) days of draw down) to cover subsequent requests for reimbursement and must return them to ADOH within thirty (30) days of receipt. Recipient must also return to ADOH any interest that is earned on these funds that are drawn down and not expended for eligible costs within fifteen (15) days of draw down.

Section 10. AMENDMENTS AND MODIFICATIONS

ADOH may consent to amendment or modification of this Agreement upon written request of Recipient. All amendments or modifications to this Agreement shall be by mutual consent of the parties in writing.

Requests for amendments or modifications that result in changes to the Budget must be supported by a revised Budget that is otherwise consistent with Section 9.

ADOH will respond to the request for amendment or modification to this Agreement within fourteen (14) business days.

Section 11. ENVIRONMENTAL REVIEW CONDITIONS

In accordance with 24 CFR 50 and 24 CFR 58 ("Environmental Review"), the environmental effects of each activity carried out with federal funds must be assessed. Local government entities are responsible for environmental reviews and requesting a release of funds from ADOH. Non-profits and other non-governmental entities are responsible for assisting ADOH with Environmental Reviews before ADOH requests a release of funds from HUD. Completion of the Environmental Review Record ("ERR") is mandatory before taking any physical action on a site or entering into contracts. Only exempt activities such as architecture, engineering and administration may be undertaken and reimbursed by ADOH prior to receiving a written release of funds. Exempt activities described in 24 CFR 58.34(a)(1)-(11) are activities that generally have no physical impact on the environment. If federal funds are involved in a project, neither federal nor non-federal funds may be expended or committed by contract (conditional or not) for property acquisition, rehabilitation, conversion, lease, repair or construction activities, until HUD or ADOH has provided written authorization based on approval of an ERR.

An option agreement (to purchase land) on a proposed site or property is allowable prior to the completion of the Environmental Review if the option agreement is contingent upon an ADOH or HUD authorization to use funds based on a completed ERR. The cost of the option must be a nominal portion of the purchase price.

Projects funded solely with Housing Trust Funds do not require an ERR but are required to meet the requirements of the State Historic Preservation Act by consulting with

the State Historic Preservation Office (SHPO). For State Housing Funded projects, Phase I Environmental Assessments are required to be completed on properties for which new construction/change in use is proposed, regardless of whether federal or state funds are the source of funding. Expenditures incurred or obligated by construction contract prior to ADOH's release of funds or consultation with SHPO will not be reimbursed by ADOH.

Recipients who had committed or expended non-federal funds to begin a project before receiving the authorization from ADOH or HUD may still be eligible to use federal funds on the project under the following circumstances:

- (a) Recipients started the project without the intention of using federal assistance (i.e. as evidenced by other anticipated funding, the original project budget, etc.);
- (b) All work on the project ceases once an application for federal funds is made and an ERR is begun on all activities (i.e. acquisition, construction, etc.). ADOH or HUD provides authorization to proceed based on the completed ERR.

WEATHERIZATION (DOE WAP, LIHEAP WAP). DOE has made a final NEPA determination for all activities under this Funding Agreement that are listed in the State Plan formally approved by DOE and incorporated into this Funding Agreement. Recipients are responsible for compliance with Section 106 pursuant to 36 CFR Part 800.2 (c)(4).

Section 12. APPLICATION AND OTHER PRE-AWARD COSTS

Recipient may use a portion of the funds provided hereunder to reimburse itself for exempt activities pursuant to 24 CFR 58.34(a)(1)-(11) such as architecture, engineering, testing and sampling of asbestos and capital needs assessments and environmental reviews.

CDBG. If Recipient is receiving funding under this Agreement from the CDBG program, in accordance with federal procedures, Recipient may use funds provided hereunder to reimburse it or to pay for costs incurred in preparing the application. In no event shall such compensation exceed eighteen percent (18%) of the total funding provided to Recipient by ADOH.

Section 13. COMPENSATION AND METHOD OF PAYMENT

Subject to availability of and receipt of funds from the State's Unclaimed Property Fund (for state HTF funds) and/or the United States Treasury (for HOME, CDBG, COC, NHTF HOPWA, DOE WAP and LIHEAP WAP funds) and the commitment of other required funding as indicated in Recipient's application, ADOH agrees to reimburse or advance Recipient for authorized expenditures according to the *Budget* in Attachment C. Recipient must maintain invoices and other similar documentation to support payment expenses under those generally accepted accounting principles and procedures approved by ADOH and

outlined in 2 CFR 200 as applicable; 24 CFR Parts 44, 92 and 570 as applicable; and 10 CFR 440 and 600 as applicable.

Recipient may request funds only after the date of the executed Agreement and other legal documents as applicable, provided Recipient has satisfied ADOH funding contingencies and federal Environmental Review conditions. Requests for reimbursement must be made using the ADOH *Request for Payment* form hereby incorporated into this Agreement and attached as Attachment D. For construction projects, Release of Lien documents must be attached to the Request for Payment in amounts proportionate to contractor reimbursement requests.

Recipient must maintain proof of said expenditures including checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents evidencing in proper detail the nature and propriety of the respective charges as may be required by applicable federal rules and regulations, including requirements by the Federal Office of Management and Budget, and as may be otherwise reasonably required to permit ADOH to determine or confirm that any such expenditures are prudent and within the Scope of Work.

Recipient's right to incur expenses under this Agreement shall cease upon expiration of this Agreement. All requests for reimbursement on expenditures made prior to expiration of this Agreement must be requested within sixty (60) days after expiration. Unless expressly authorized by ADOH in writing, expenditures not requested within the sixty (60) day period after expiration of this Agreement shall be disallowed and all funds shall be reclaimed by ADOH.

Section 14. FUNDS RECOUPED BY RECIPIENT, INTEREST AND PROGRAM INCOME

14.1 Definitions. For purposes of this section, the following definitions shall apply:

"Funds Recouped by Recipient" means funds initially provided by ADOH to Recipient under this Agreement and any matching contributions that are recouped by Recipient when: (1) the funds provided by ADOH under this Agreement or matching contributions or the proceeds of funds provided by ADOH (including, but not limited to, equipment or housing) do not continue to be used for an approved purpose or eligible activity, as described in applicable law or regulations, for the full period of affordability required by this Agreement; or (2) when a State-assisted homeownership housing does not continue to be the principal residence of the assisted homebuyer for the full affordability period required by this Agreement. Funds Recouped by Recipient are subject to all the requirements of Program Income described below with the exception that Recipient shall not use Funds Recouped by Recipient for administrative purposes. For this reason, Recipient must separately account for all Funds Recouped by Recipient.

“Interest” means any compensation paid or to be paid for the use or deposit of the funds provided by ADOH to Recipient under this Agreement.

“Program Income” means gross income received by Recipient directly generated from the use of funds provided by ADOH under this Agreement. When Program Income is generated by housing that is only partially assisted with funds provided by ADOH under this Agreement or matching contributions, the income shall be prorated to reflect the percentage of funds provided by ADOH under this Agreement. Program Income includes, but is not limited to, the following: (1) proceeds from the disposition by sale or long-term lease of real property purchased or improved with funds provided by ADOH under this Agreement; (2) gross income from the use or rental of real or personal property acquired by Recipient with funds provided by ADOH under this Agreement, less costs incidental to generation of the income; (3) payments of principal and interest on loans made using funds provided by ADOH under this Agreement or matching contributions; (4) proceeds from the sale of loans made with funds provided by ADOH under this Agreement or matching contributions; (5) proceeds from sale of obligations secured by loans made with funds provided by ADOH under this Agreement or matching contributions; (6) Interest earned on Program Income pending its disposition; (7) proceeds from the disposition of equipment purchased with CDBG funds; (8) gross income from the use or rental of real property, owned by Recipient, that was constructed or improved with funds provided by ADOH under this Agreement, less costs incidental to generation of the income; (9) if the funds provided by ADOH under this Agreement are from the CDBG Program, funds collected through special assessments made against properties owned and occupied by households not of low and moderate income, where the assessments are used to recover all or part of the CDBG portion of a public improvement; and (10) if the funds provided by ADOH under this Agreement are from the HOME Program, any other interest or return on the investment permitted under 24 C.F.R. Part 92.205(b) of HOME funds or matching contributions.

14.2 Use of Program Income and Funds Recouped by Recipient.

Recipient is not authorized by ADOH to retain and reuse Program Income, Funds Recouped by Recipient or accrued Interest as described in the following paragraph(s) except as authorized by ADOH through a written agreement.

Recipient must return all Program Income, Funds Recouped by Recipient and Interest to ADOH within thirty (30) days of receipt.

Recipient must remit to ADOH any Program Income, Funds Recouped by Recipient or Interest on hand at the time of expiration, cancellation, or termination of this Agreement or subsequently received by Recipient within thirty (30) days of receipt by Recipient.

Section 15. DE-OBLIGATION, RECAPTURE AND REPAYMENT OF FUNDS

15.1 De-obligation. ADOH may reduce funds from the funding award evidenced by this Agreement without regard to the source of funding, under the following circumstances: (1) Recipient has completed performance under the *Scope of Work* (Attachment A) without using all of the funds provided by ADOH under this Agreement; (2) this Agreement expires and not all funds have been expended; (3) ADOH's original allocation was a loan and Recipient or Sub-recipient paid the loan; (4) Recipient, with the consent of ADOH, cancelled or changed an activity required under the *Scope of Work* for reasons other than non-performance; or (5) Recipient receives Program Income that has not been included in the budget or set forth in the *Scope of Work*; and (6) this Agreement has otherwise been terminated. ADOH may de-obligate funds under this Agreement under the foregoing circumstances upon written notice to Recipient.

15.2 Reallocation of De-obligated HOME or State HTF Funds. If the funds provided by ADOH under this Agreement are from the State HTF or the HOME Program, ADOH may reallocate funds that it has de-obligated under this Agreement as it determines in its sole discretion.

15.3 Reallocation of De-obligated CDBG Funds. If the funds provided by ADOH under this Agreement are from the CDBG Program, ADOH may reallocate funds that it has de-obligated under this Agreement to Recipient from which the funds were de-obligated for use under an existing or new funding contract of the same funding year if Recipient can immediately commit the reallocated funds to a project and execute a new or amended funding contract within sixty (60) calendar days of the reallocation. If ADOH is not able to reallocate funds that it has de-obligated under this Agreement in accordance with the foregoing sentence of this subsection, ADOH may reallocate those funds as it determines in its sole discretion.

15.4 Recapture. ADOH may reduce funds from the amount of the funding award evidenced by this Agreement, without regard to the source of funding, under the following circumstances: (1) ADOH determines that Recipient has failed to use the funds provided by ADOH under this Agreement in compliance with the terms of this Agreement or the requirements of applicable laws and regulations (non-compliance); or (2) Recipient fails to perform in accordance with the performance obligations set forth in the *Scope of Work* (Attachment A) and the *Schedule of Completion* (Attachment B) or the terms of this Agreement. ADOH may recapture funds under this Agreement under the foregoing circumstances upon written notice to Recipient.

15.5 Reallocation of Recaptured Funds. ADOH may reallocate funds that it has recaptured under this Agreement, without regard to the source of funding, as it determines in its sole discretion.

15.6 Repayment of Funds. Recipient agrees to repay funds provided under this contract if ADOH determines that Recipient has failed to use the funds provided by ADOH under this Agreement in compliance with the terms of this Agreement or the requirements of applicable laws and regulations. ADOH may specify in writing the terms of the repayment or alternative terms in lieu of repayment; however, in no case shall repayment or alternative terms be accomplished later than 180 days following the written determination of non-compliance by ADOH.

Section 16. REVERSION OF ASSETS

16.1 Funds Remaining at Expiration. Upon expiration of this Agreement, Recipient shall transfer to ADOH any unexpended funds advanced to Recipient by ADOH under this Agreement.

16.2 Real Property Acquired or Improved with CDBG Funds. Upon expiration of this Agreement, any real property under Recipient's control that was acquired or improved in whole or in part with CDBG funds, for non-owner occupied use, provided to Recipient by ADOH under this Agreement (including CDBG funds provided to Recipient in the form of a loan) in excess of \$25,000, shall either: (1) be used to meet one of the national objectives in 24 CFR Part 570.208 until five (5) years after expiration of this Agreement, or for such longer period of time as determined to be appropriate by Recipient; or (2) not be used in accordance with 24 CFR Part 570.503(b)(8)(i), in which event Recipient shall pay to ADOH an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. No payment is required after the period of time specified in 24 CFR Part 570.503 (b)(8)(i).

16.3 Real Property Acquired or Improved with HOME Funds. Upon expiration of this Agreement, any real property under Recipient's control that was acquired or improved in whole or in part with HOME funds, for non-owner occupied uses, provided to Recipient by ADOH under this Agreement (including funds provided to Recipient in the form of a loan), must be occupied only by households that are eligible as low-income families and must meet the requirements to qualify as affordable housing and is subject to encumbrances and obligations described in any applicable Declaration of Conditions, Covenants and Restrictions ("CC&Rs") for the period of affordability set forth in 24 CFR Part 92.252.

16.4 Real Property Acquired or Improved with State Housing Trust Funds. Upon expiration of this Agreement, any real property under Recipient's control that was acquired or improved in whole or in part with state HTF funds, for non-owner occupied uses, provided to Recipient by ADOH under this Agreement (including funds provided to Recipient in the form of a loan), must be occupied only by households that are eligible as low-income families and must meet the requirements to qualify as affordable housing and is subject to encumbrances and obligations described in any applicable Declaration of CC&Rs for the period of affordability set forth in the CC&Rs.

Section 17. DEPARTMENT OF HOUSING RESPONSIBILITIES

ADOH shall monitor and evaluate Recipient to determine compliance with and performance under this Agreement. A summary of discrepancies noted by ADOH during monitoring visits will be specified in writing. Appropriate time for correction of discrepancies will be specified in the written report to Recipient. ADOH shall follow up on discrepancies to ensure that they have been corrected in a timely manner. The failure of ADOH to require timely performance of any provision of this Agreement shall in no way affect the right of ADOH thereafter to enforce such provision nor shall the waiver of any succeeding breach of such provision act as waiver of the provision itself.

ADOH shall provide reasonable technical assistance to assist Recipient to comply with program requirements for the provision of services under this Agreement. However, this in no way relieves Recipient of full responsibility for its acts or omissions in the performance of activities required by this Agreement.

Section 18. SUBCONTRACTING

Recipient shall not disburse any funds received under this Agreement without fully completed written agreements with subcontractors requiring they follow all provisions of this Agreement and a completed Environmental Review pursuant to Section 11 of this Agreement.

The use of subcontractors does not relieve Recipient of responsibility for ensuring the administration of the provided funds in accordance with all applicable program requirements. Recipient is responsible for determining the adequacy of performance under subcontractor agreements and procurement contracts and for taking appropriate action when performance issues arise.

Section 19. FAILURE TO MAKE PROGRESS

Failure of Recipient to make progress according to the Schedule of Completion, attached hereto as Attachment B may result in contract termination, de-obligation of funds or recapture of funds. Recipient agrees to meet with ADOH at the site in which the funded activity is taking place to discuss progress and allow ADOH to provide technical assistance if:

- (a) Recipient fails to begin work on its Environmental Review pursuant to Section 11 within the sixty (60) calendar days from the date ADOH executes this Agreement;
- (b) Recipient fails to expend any funds in performance of and in accordance with the terms of this Agreement within ninety (90) calendar days from the inception date of this Agreement.

ADOH will terminate any Agreement and recapture funds from the same Agreement in which Recipient does not commence any of the activities described in the Scope of Work (Attachment A) or fails to expend any funds in accordance with the Budget (Attachment C) within 180 calendar days from the full execution date of this Agreement. ADOH may in its sole discretion, forgo providing technical assistance and recapture funds as outlined in this Agreement under Section 15.4 hereof and/or terminate this Agreement for cause pursuant to Section 20 of this Agreement.

Section 20. TERMINATION FOR CAUSE

ADOH may terminate this Agreement in whole or in part at any time whenever it determines that Recipient has failed to comply with the conditions hereof including, but not limited to the Scope of Work set forth in Attachment A, Schedule of Completion set forth in Attachment B and Budget set forth in Attachment C to this Agreement. If ADOH so determines, it shall notify Recipient in writing by certified mail, return receipt requested, of such termination for cause with such notification to include the reason(s) for the termination and the effective date of termination. If ADOH terminates this Agreement pursuant to this Section, ADOH shall recapture all funds allocated to Recipient under this Agreement pursuant to Section 15.4 hereof and obtain repayment of funds expended pursuant to Section 15.6, hereof.

Section 21. TERMINATION FOR CONVENIENCE

ADOH or Recipient may terminate this Agreement in whole or part (one (1) or more activities) if either party believes that continuation will not produce beneficial results. If ADOH so determines, it shall notify Recipient in writing by certified mail, return receipt requested, of such termination for convenience and the effective date of termination. If Recipient so determines, it shall notify ADOH in writing by certified mail, return receipt requested, of such termination for convenience and the effective date of termination. If ADOH terminates this Agreement pursuant to this Section, ADOH shall de-obligate, recapture or receive repayment, as applicable, all funds allocated to Recipient under this Agreement pursuant to Section 15 hereof.

Section 22. ENFORCEMENT

22.1 Remedies for Noncompliance. If Recipient materially fails to comply with any term of this Agreement or applicable law, ADOH may take one or more of the following actions, as appropriate in the circumstances:

- (a) Temporarily withhold cash payments pending correction of the deficiency by Recipient or more severe enforcement action by the awarding agency;
- (b) Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
- (c) Wholly or partly suspend or terminate the award evidenced by this Agreement;

- (d) Withhold further awards to Recipient's project funded by the award evidenced by this Agreement;
- (e) Recapture funds and terminate contract;
- (f) Withhold future ADOH grant awards from all sources; or
- (g) Take other remedies that may be legally available.

22.2 Appealable Agency Action. Enforcement action taken under this section is an appealable agency action pursuant to A.R.S., Title 41, Chapter 6, Article 10.

22.3 Effects of suspension and termination. Costs incurred by Recipient resulting from obligations incurred by Recipient during a suspension or after termination of an award are not allowable unless ADOH expressly authorizes them in the notice of suspension or termination or subsequently.

22.4 Relationship to debarment and suspension. The enforcement remedies identified in this section, including suspension and termination, do not preclude Recipient from being subject to "Debarment and Suspension" under the United States President's Executive Order 12549.

Section 23. CANCELLATION

Pursuant to A.R.S. § 38-511, ADOH may, within three (3) years after its execution, cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of ADOH, at any time while this Agreement or any extension of this Agreement is in effect, is or becomes an employee or agent of any other party to this Agreement in any capacity or a consultant to any party of this Agreement with respect to the subject matter of the contract. A cancellation notice made pursuant to this provision shall be effective when Recipient receives written notice of the cancellation unless the notice specifies a later time.

Section 24. RECORDS RETENTION

Pursuant to A.R.S. § 35-214, Recipient shall retain and require that its subcontractors retain for inspection and audit by ADOH, all books, accounts, reports, files including information regarding actual beneficiaries of the fund, and other records relating to the bidding and performance of this Agreement for a period of five (5) years following the date of the letter informing Recipient of the Administrative Closeout or termination.

- CDBG funded projects only:** All CDBG records must be retained for at least three (3) years after the grant agreement close out between HUD and ADOH has been approved by HUD. ADOH will notify recipients of the records retention date of expiration for CDBG funded projects.
- WEATHERIZATION projects only:** All records must be retained for at least three (3) years after the grant agreement close out between DOE or SWG and ADOH has been

approved. ADOH will notify recipients of the records retention date of expiration for Weatherization projects.

Upon request by ADOH, Recipient shall produce a legible copy of all such records at the Administrative Office of ADOH or at the Office of the Auditor General. The original records shall be available and produced for inspection and audit when required by ADOH or the Auditor General.

Recipient shall maintain records that adequately identify the source and application of the funds provided under this Agreement (including Program Income and Recaptured Funds) as part of the financial transactions of their funding program, consistent with generally accepted accounting principles and the requirements of 2 CFR 200. Recipient will provide reports regarding the capture and reuse of Program Income and Recaptured Funds as requested by ADOH from time to time.

In addition, in the event that the project resulted in Recipient holding any liens or notes as a result of this funding, Recipient must retain all pertinent records for five (5) years beyond the expiration or release of such liens or notes.

Section 25. NO OBLIGATION OF STATE GENERAL APPROPRIATIONS FUNDS

Nothing herein shall be construed as obligating state general appropriation funds, excepting HTF funds, for payment of any debt or liability of any nature arising hereunder. The parties expressly recognize that all payments to be made by ADOH are from federal funds and HTF funds made available to ADOH for this purpose.

Section 26. AVAILABILITY OF FUNDS

Payments under this Agreement are subject to the availability of the federal funds provided to the ADOH for the HOME and CDBG programs and the availability of state funds provided for the state HTF Program. Every payment obligation of ADOH under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by ADOH at the end of the period for which funds are available. No liability shall accrue to ADOH in the event this provision is exercised, and ADOH shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

Section 27. APPLICABLE LAW AND ARBITRATION

This Agreement shall be governed and interpreted by the laws of the State of Arizona. The parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes.

Section 28. INDEMNIFICATION

Recipient shall indemnify, defend, and save harmless ADOH, the State of Arizona and its agents, officials and employees from any and all claims, demands, suits, actions, proceedings, loss, costs and damages of every kind and description, including any attorney's fees and litigation expenses, which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of or contributed to, in whole or in part, by reason of any alleged act, omission, professional error, fault, mistake or negligence of Recipient, its employees, agents, representatives or subcontractors, their employees, agents or representatives in connection with or incidental to the performance of this Agreement, or arising out of Workmen's Compensation claims, Unemployment Compensation claims or Unemployment Disability Compensation claims of employees of Recipient or its subcontractors or claims under similar such laws or obligations. Recipient's obligation under this section shall not extend to any liability caused by the sole negligence of ADOH, the State of Arizona or its employees.

Section 29. FEDERAL GOVERNMENT LIABILITY

It is agreed by all parties that the Federal Government and particularly the U.S. Department of Housing and Urban Development ("HUD") and the U.S. Department of Energy (DOE) is not a party to this Agreement and that no legal liability on the part of the Federal Government is inferred or implied under the terms of this Agreement.

Section 30. AUDIT

If federal funds are paid to Recipient through this Agreement, Recipient shall comply with the audit requirements set forth in 2 CFR 200. Recipient shall comply with A.R.S. § 35-181.03 if any state funds are paid through this Agreement. Recipient agrees to rectify issues identified in audits within ADOH prescribed time periods. Failure to comply shall result in withholding of all present and future ADOH provided funds.

Section 31. AUDIT EXCEPTIONS

If federal or state audit exceptions are made relating to this Agreement, Recipient shall reimburse all costs incurred by the State of Arizona and ADOH associated with defending against the audit exception or performing an audit or follow-up audit including but not limited to: audit fees, court costs, attorney's fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature.

Immediately upon notification from ADOH, Recipient shall reimburse the amount of the audit exception and any other related costs directly to ADOH as specified by ADOH in the notification.

Section 32. UNALLOWABLE USE OF FUNDS

Recipient, its officers, employees and agents, shall not utilize any of the federal funds or HTF provided under this Agreement to solicit or influence, or attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation.

Section 33. INTEREST OF MEMBERS OF DEPARTMENT OF HOUSING AND OTHERS

No officer or employee of ADOH and no public official, employee or member of the governing body of Recipient who exercises any functions or responsibilities in review or approval of the undertaking or carrying out of this Agreement shall participate in any decision relating to this Agreement which affects their personal interest or the interest of any corporation, partnership or association in which they are directly or indirectly interested, or have any interest, direct or indirect, in this Agreement or its proceeds.

Section 34. ACCESS TO RECORDS, PARTICIPANTS AND STAFF

Recipient agrees to provide ADOH and its representatives access at any reasonable time to all participants and staff involved in this Agreement and to all records and reports involving this Agreement.

Section 35. IDENTIFICATION OF DOCUMENTS

All materials used for public outreach and for informational purposes as a part of this Agreement, other than documents exclusively for internal use by ADOH, shall identify the source of federal (CDBG, HOME, NHTF, COC, HOPWA, DOE WAP, LIHEAP WAP) or state (HTF) funds used as part of this Agreement as well as acknowledgement of support from ADOH.

Section 36. COPYRIGHT

Reports, maps or other documents produced in whole or in part under this Agreement are works for hire and shall not be the subject of any application for copyright by or on behalf of Recipient, by any employee or subcontractor of Recipient. Recipient shall advise ADOH or its designee at the time of delivery of any copyrighted or copyrightable work furnished under this Agreement, or any adversely held copyrighted or copyrightable material incorporated in any such work and of any invasion of the right of privacy therein contained.

Section 37. RIGHTS IN DATA

ADOH may duplicate, use and disclose in any manner and for any purpose whatsoever, within the limits established by federal and state laws and regulations, all information relating to this Agreement.

Section 38. FUNDING CONDITIONS

ADOH will make the funding assistance available to Recipient upon execution of this Agreement by the parties. The obligation and utilization of the funding assistance provided through this Agreement are subject to the proper observation of the requirements incorporated by reference. Recipient shall require any subcontracting entities to observe and follow all provisions of this Agreement.

Section 39. NON-DISCRIMINATION

- (a) Recipient shall comply with A.R.S. § 41-1463 and Executive Orders 99-4 and 2009-09, which prohibit Recipient from discriminating against persons, or depriving or tending to deprive any individual of employment opportunities or otherwise adversely affecting the individual's status as an employee on the basis of race, color, religion, sex, age, national origin, disability or political affiliation and require Recipient to take action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, age, national origin, disability, or political affiliation. Recipient shall comply with all of the other requirements of Executive Order 2009-09.

- (b) Recipient agrees to comply with Title VII of the Civil Rights Act of 1964, as amended. Recipient shall also comply with applicable federal regulations that prohibit discrimination in the employment or advancement in employment of qualified persons with disabilities. Recipient shall comply with all applicable federal regulations regarding equal employment opportunity and relevant orders issued by the U.S. Secretary of Labor. Recipient agrees to comply, and will require any subcontractor(s) to comply with applicable federal nondiscrimination requirements, which may include: Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. §3789(d)); the Victims of Crime Act (42 U.S.C. §10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. §5672(b)); the Civil Rights Act of 1964 (42 U.S.C. §2000(d)); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794); Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §§12132); Title IX of the Education Amendments of 1972 (20 U.S.C. §1681); the Age Discrimination Act of 1975 (42 U.S.C. §6102); 28 C.F.R. pt. 35 (DOJ Regulations- Nondiscrimination on the Basis of Disability in State and Local Government Services); 28 C.F.R. pt. 42 (DOJ Regulations- Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order 13279 (equal protection of the laws for faith-based and community organizations); and 28 C.F.R. pt. 38 (DOJ Regulations- Equal Treatment for Faith-Based Organizations).

Section 40. THIRD PARTY ANTITRUST VIOLATIONS

Recipient assigns to the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to Recipient toward fulfillment of this Agreement.

Section 41. COMPLIANCE REQUIREMENTS FOR A.R.S. § 41-4401—IMMIGRATION LAWS AND E-VERIFY REQUIREMENT

- (a) Recipient 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.")
- (b) A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and Recipient may be subject to penalties up to and including termination of this Agreement.
- (c) The ADOH retains the legal right to inspect the papers of any employee who works on this Agreement to ensure that Recipient or Recipient's subcontractor is complying with the warranty under paragraph (a).

Section 42. INSURANCE

During the contract period, Recipient shall purchase and maintain in full force the following insurance. All certifications of insurance must provide for a thirty (30) day notice to ADOH of cancellation, non-renewal or material change. Proof of insurance from Recipient shall be provided to ADOH prior to execution of this contract and periodic certifications must be furnished at the request of the Program Specialist.

Recipient and its subcontractors, at Recipient's and subcontractors' own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, 7, local government insurance pools formed pursuant to ARS 11-952.01 or other as approved by ADOH and licensed in the State of Arizona with policies and forms satisfactory to ADOH.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is completed satisfactorily and formally accepted; failure to do so may, at the sole discretion of ADOH, constitute a material breach of this Agreement.

Recipient's insurance shall be primary insurance as respects ADOH and any insurance or self-insurance maintained by ADOH shall not contribute to it.

Recipient shall not fail to comply with the claim reporting provisions of the insurance policies or cause any breach of an insurance policy warranty which would affect coverage afforded under insurance policies to protect ADOH.

The insurance policies, except Worker's Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against ADOH, its agents, representatives, directors, officers and employees for any claims arising out of Recipient's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage, which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to ADOH under such policies. Recipient shall be solely responsible for the deductible and/or self-insured retention, and ADOH, at its option, may require Recipient to secure payment of such deductibles or self-insured retentions by a Surety Bond listing ADOH as the Obligee or co-Obligee or an irrevocable and unconditional letter of credit.

ADOH reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. ADOH shall not be obligated, however, to review same or to advise Recipient of any deficiencies in such policies and endorsements, and such receipt shall not relieve Recipient from, or be deemed a waiver of ADOH's right to insist on, strict fulfillment of Recipient's obligations under this Agreement.

The insurance policies, except Worker's Compensation and Professional Liability, required by this Agreement, shall name ADOH, its agents, representatives, officers, directors, officials and employees as additionally insured.

42.1 Required Coverage

Commercial General Liability. Recipient shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage. Coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof.

Such policy shall contain a severability of interest provision and shall not contain a sunset provision or commutation clause, nor any provision that would serve to limit third party action over claims. The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc. Additional Insured, Form B, CG 20101185, and shall include coverage for Recipient's operations and products and completed operations.

Automobile Liability. Recipient shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to Recipient's any auto, all owned autos, scheduled autos, hired autos, non-owned autos assigned to or used in performance of Recipient's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof).

Worker's Compensation. Recipient shall carry Worker's Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Recipient's employees engaged in the performance of the work or services; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee and \$500,000 disease policy limit.

In case any work is subcontracted, Recipient will require the subcontractor to provide Worker's Compensation and Employer's Liability to at least the same extent as required of Recipient.

42.2 Certificates of Insurance

Prior to commencing work or services under this Agreement, Recipient shall furnish ADOH with Certificates of Insurance, or formal endorsements as required by this Agreement, issued by Recipient's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Agreement are in full force and effect.

In the event any insurance policy(s) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Recipient's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of this Agreement, a renewal certificate must be sent to ADOH fifteen (15) days prior to the expiration date.

42.3 Cancellation and Expiration Notice

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days written notice to ADOH.

Section 43. PRIVACY CONSIDERATIONS

Recipients of federal funds (for the purpose of this section "federal funds" means funding from the CDBG, HOME, HOPWA and COC programs; *see* Section 1, above) from ADOH warrant and represent that commencing from the effective date of this Agreement and until the latest expiration or termination date of any promissory note, deed of trust, declaration or other agreement that secures the federal funds that are the subject of this Agreement, Recipient and Recipient's contractors shall comply with the requirements of the

federal Privacy Act, 5 U.S.C. § 552a. Recipient warrants and represents that it has read and understands the requirements of the Federal Privacy Act and requires the same of its contractors and subcontractors.

Section 44. NOTICES

When routine reports or correspondence is required to be sent to ADOH, it shall be addressed to Arizona Department of Housing, to the attention of the assigned Program Specialist at 1110 West Washington Street, Suite 280, Phoenix, Arizona 85007. Notices or correspondence regarding material changes to the contract or requests for amendment shall be addressed to the same. All correspondence regarding this Agreement must be identified by its ADOH Agreement number (which is located on the top left hand corner of the first page of this Agreement).

When notice or correspondence is required to be sent to Recipient, it shall be addressed to:

MALISSA BUZAN
Entity
GILA COUNTY
Attention (if applicable)
OFFICE OF COMMUNITY SERVICES, 5515 S. APACHE AVE., SUITE 200
Mailing Address
GLOBE, ARIZONA 85501
City State Zip

Section 45. REGISTRATION WITH SOCIAL SERVE

For new construction or rehabilitation of rental projects, Recipient agrees to register the project with socialserve.com and keep the project listed with socialserve.com for the duration of the period of affordability as indicated in the Conditions, Covenants and Restrictions.

Section 46. ADOH SIGNAGE

For new construction and rehabilitation projects, Recipient must erect a sign at the project site indicating that the project is funded through the Arizona Department of Housing and indicate the sources of funds. The sign must be a minimum size of twenty-four (24) inches high by thirty-six (36) inches wide, include a minimum five (5) inch high ADOH logo and text printed at a minimum seventy-two (72) point font. An individual ADOH sign does not have to be provided if Recipient incorporates ADOH information into a larger group sign.

Section 47. PHOTOGRAPHS

For new construction and rehabilitation projects, Recipient is required to provide to ADOH before and after photographs of the project in digital or film format.

AGREED, effective as of the later date of the signatures of the duly authorized representatives subscribed below:

THE STATE OF ARIZONA,
ARIZONA DEPARTMENT OF HOUSING

Gila County
RECIPIENT

BY: _____

Michael Traylor

BY: Michael A. Pastor

Michael A. Pastor

TITLE: Director

TITLE: Chairman, Board of Supervisors

DATE: _____

DATE: July 5, 2016

Approved as to form:

By: Jefferson R. Dalton

Jefferson R. Dalton

Deputy Gila County Attorney,

TITLE: Civil Bureau Chief

DATE: July 5, 2016

**ATTACHMENT A
SCOPE OF WORK**

The Arizona Department of Housing Weatherization Assistance Program (ADOH WAP) award will be comprised of Department of Energy (DOE), Low Income Home Energy Assistance Program (LIHEAP) and Southwest Gas Utility (SWG) funds and will allow Gila County (recipient) to provide installation/repair of energy efficiency measures to dwellings occupied by low income households in Gila County Arizona outside of Tribal Reservation Land.

This contract award is contingent upon:

- A. Assistance is reserved for the following incomes:**
 - a. DOE funds: 200% of Federal Poverty Guidelines as published annually;**
 - b. LIHEAP funds:**
 - for households of 6 persons or less – 60% of State Median Income as published annually;**
 - for households of 7 persons or more – 150% of Federal Poverty Guidelines as published annually; and**
 - c. SWG funds (restricted to SWG Customers only): 150% of Federal Poverty Guidelines as published annually.**
- B. The program will prioritize services to the following populations:**
 - a. Elderly;**
 - b. Handicapped; and**
 - c. Families with children under the age of 5.**
- C. DOE, LIHEAP and SWG WAP funding requires adherence to the Arizona Weatherization Assistance Program State Plan (State Plan), Health and Safety Plan (HSD Plan); Arizona Weatherization Policies and Procedures Handbook, Arizona Weatherization Assistance Program Field Guide; Standard Work Specifications; and WAP Memorandum 15-10 Quality Management Plan.**
- D. Maximum investment per unit is as follows:**
 - a. DOE: Average per unit investment over Program Year 2016 (July 1, 2016 to June 30, 2017) is \$7,105;**
 - b. LIHEAP: Average per unit investment over Program Year 2016 (July 1, 2016 to June 30, 2017) is \$6,000; and**
 - c. SWG (funds restricted to SWG Customers only): \$3,300 maximum investment per unit which consists of \$3,000 toward energy efficient (including health and safety) measures and up to \$300 for administration. Administrative costs should not exceed 10% of cost for measures.**
- E. Satisfactory SHPO requirements if applicable must be completed prior to any construction activity or any expenditure of funds.**
- F. Gila County will be expected to fully expend awarded funds and complete the following number of units for each funding source:**
 - a. DOE: 5 completed units passing Quality Control Inspection and ADOH WAP monitoring;**
 - b. LIHEAP: 13 completed units passing final inspection and ADOH WAP monitoring; and**
 - c. SWG: 8 completed units passing final inspection and ADOH WAP monitoring.**



Arizona
Department
of Housing

WEATHERIZATION

ATTACHMENT B

ADOH PERFORMANCE REPORT/SCHEDULE OF COMPLETION Page 1 of 1

Recipient	Gila County	Date	
Contract No	203-16	Contract Period: from 7/1/2016 to 6/30/2017	Revision #
Activity	Weatherization Assistance Program		Jan April July October
Recipient Address	Office of Community Services - 5515 S. Apache Ave., Suite 200		City Globe
Contact Person	Nick Montague		Zip Code 85501
Phone	928-402-8652	Email nmontague@gilacountyaz.gov	Fax 928-402-8652
Program Specialist	Trisha Ekenberg	Email trisha.ekenberg@azhousing.gov	County Gila

Indicate adherence to contract or schedule changes. Due by the 15th of January, April, July, October

Contract Schedule	Contract Date	Complete Yes/No	Modification Date
Contract Execution	8/1/2016		
Completion of 1 DOE ; 3 LIHEAP; and 2 SWG Units	9/30/2016		
Completion of 2 DOE; 6 LIHEAP; and 4 SWG Units (all numbers cumulative)	12/30/2016		
Completion of 4 DOE; 10 LIHEAP; and 6 SWG Units (all numbers cumulative)	3/31/2017		
Completion of 5 DOE; 13 LIHEAP; and 6 SWG Units (all numbers cumulative)	6/30/2017		
Project Complete-Contract Close Out	7/31/2017		

Please provide a brief description of activities performed this three month period. Include occurrences that caused variation from schedule changes to plans, unforeseen circumstances, etc. Please be specific. Finally, answer questions at narrative section A. through H.

A. # of DOE units 100% complete & QCI Passed?		E. # of LIHEAP units under construction?	
B. # of DOE units complete but need QCI?		F. # of SWG units 100% complete?	
C. # of DOE units under construction?		G. # of SWG units under construction?	
D. # of LIHEAP units 100% complete?		H. # of units (DOE,LIHEAP,SWG) out to bid?	

Recipient Authorized Signature	Date	Title
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Arizona
Department
of Housing

WEATHERIZATION

Attachment C

Budget						
Recipient	Gila County				Date	
Contract No./File No.	203-16		Contract Period: from 7/1/2016 to 6/30/2017		Revision No.	
Activity	Weatherization Assistance Program					
Recipient Address	Office of Community Services - 5515 S. Apache Ave., Suite 200				City	Globe
Contact Person	Nick Montague				Zip Code	85501
Phone	928-402-8652	Email	nmontague@gilacountyaz.gov		Fax	928-402-8652
Program Specialist	Trisha Ekenberg	Email	trisha.ekenberg@azhousing.gov		County	Gila
a	c	d	e	f	g	h
Budget Line Item or Activity No.	DOE FY2016	LIHEAP FY2016	SWG FY2017	Source Program Year	Source Program Year	GRANT TOTAL ALL SOURCES
Administration Costs	\$ 3,474.00					
Training & Technical Assistance	\$ 6,733.00					
Program Operations	\$ 20,189.00					
Health and Safety	\$ 3,563.00					
Financial Audit	\$ -					
Liability Insurance	\$ -					
LIHEAP Administration		\$ 5,309.00				
LIHEAP Training/TA		\$ 940.00				
LIHEAP Program Operations		\$ 81,521.00				
SWG Administration			\$ 2,468.00			
SWG Program Operations			\$ 18,511.00			
SWG Health and Safety			\$ 6,171.00			
Total	\$33,959.00	\$87,770.00	\$27,150.00			\$148,879.00



Arizona
Department
of Housing

WEATHERIZATION

Attachment D

ARIZONA DEPARTMENT OF HOUSING REQUEST FOR PAYMENT SUMMARY SHEET PAGE 1 OF 2									
Recipient	Gila County						Date		
Contract No	203-16		Contract Period: from 7/1/2016 to 6/30/2017			Pay Req. No/Mo			
Activity	Weatherization Assistance Program					Direct Wire Dep	Yes	No	
Recipient Address	Office of Community Services - 5515 S. Apache Ave., Suite 200					City	Globe		
Contact Person	Nick Montague					ZIP	85501		
Phone	928-402-8652		Email	nmontague@gilacountyaz.gov		Fax	928-402-8652		
Program Specialist	Trisha Ekenberg		Email	trisha.ekenberg@azhousing.gov		County	Gila		
Itemized Payment Statement (Sheet 2 of 2) must accompany this form. Include copies of invoices, cashed checks, and other backup documentation. ORIGINAL SIGNATURES are required for processing.									
a	b	c	d	d	e	f	g	h	
Budget Line Item or Activity No.	ASAP No.	DOE FY2016	LIHEAP FY2016	SWG FY2017	Total Amount Req. to Date	Balance in Account	Amount of this Request	New Balance	
1. DOE Administration		\$ 3,474.00				\$ 3,474.00		\$ 3,474.00	
2. DOE Training & TA		\$ 6,733.00				\$ 6,733.00		\$ 6,733.00	
3. DOE Program Ops		\$ 20,189.00				\$ 20,189.00		\$ 20,189.00	
4. DOE Health & Safety		\$ 3,563.00				\$ 3,563.00		\$ 3,563.00	
5. DOE Financial Audit		\$ -				\$ -		\$ -	
6. DOE Liability Ins		\$ -				\$ -		\$ -	
7. LIHEAP Admin.	N/A		\$ 5,309.00			\$ 5,309.00		\$ 5,309.00	
8. LIHEAP Training/TA	N/A		\$ 940.00			\$ 940.00		\$ 940.00	
9. LIHEAP Program Ops	N/A		\$ 81,521.00			\$ 81,521.00		\$ 81,521.00	
10. SWG Admin.	N/A			\$ 2,468.00		\$ 2,468.00		\$ 2,468.00	
11. SWG Program Ops.	N/A			\$ 18,511.00		\$ 18,511.00		\$ 18,511.00	
12. SWG Health/Safety	N/A			\$ 6,171.00		\$ 6,171.00		\$ 6,171.00	
Total		\$ 33,959.00	\$ 87,770.00	\$ 27,150.00	\$ -	\$ 148,879.00	\$ -	\$ 148,879.00	
Recipient Authorized Signature					Date	Title			
Recipient Authorized Signatory certifies that all activities undertaken by the contractor with funds provided under this contract have been carried out in accordance with the contract. Attach wiring information if not previously submitted. Attach alternate mailing address if necessary.									
Performance Reports	Current	<input type="checkbox"/>	Not Current	<input type="checkbox"/>	For ADOH Use Only				
ADOH Program Specialist Approval									Date

ATTACHMENT E

SPECIAL CONDITIONS

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Subpart A. General Provisions

Term 1. Legal Authority and Effect

A DOE financial assistance award is valid only if it is in writing and is signed, either in writing or electronically, by a DOE Contracting Officer.

The Recipient may accept or reject the Award. A request to draw down DOE funds or acknowledgement of award documents by the Recipient's authorized representative through electronic systems used by DOE, specifically FedConnect, constitutes the Recipient's acceptance of the terms and conditions of this Award. Acknowledgement via FedConnect by the Recipient's authorized representative constitutes the Recipient's electronic signature.

Term 2. Flow Down Requirement

The Recipient agrees to apply the terms and conditions of this Award, as applicable, including the Intellectual Property Provisions, to all subrecipients (and subcontractors, as appropriate) as required by 2 CFR 200.101 and to require their strict compliance therewith. Further, the Recipient must apply the Award terms as required by 2 CFR 200.326 to all subrecipients (and subcontractors, as appropriate) and to require their strict compliance therewith.

Term 3. Compliance with Federal, State, and Municipal Law

The Recipient is required to comply with applicable Federal, state, and local laws and regulations for all work performed under this Award. The Recipient is required to obtain all necessary Federal, state, and local permits, authorizations, and approvals for all work performed under this Award.

Term 4. Inconsistency with Federal Law

If the Recipient believes that any term or condition of this Award is inconsistent with Federal statutes or regulations, the Recipient is required to send an immediate written notification to the DOE Award Administrator with a detailed description of the apparent inconsistency.

Term 5. Federal Stewardship

EERE will exercise normal Federal stewardship in overseeing the project activities performed under this Award. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to address deficiencies that develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the project objectives have been accomplished.

Term 6. Federal Involvement

A. Review Meetings

The Recipient, including but not limited to, the principal investigator (or, if applicable, co-

principal investigators), is required to participate in periodic review meetings with EERE. Review meetings enable EERE to assess the work performed under this Award and determine whether the Recipient has made satisfactory progress toward the program goals stated in Attachment 4 (Annual Plan) and deliverables stated in Attachment 2 (Federal Assistance Reporting Checklist) to this Award.

EERE shall determine the frequency of review meetings and select the day, time, and location of each review meeting and shall do so in a reasonable and good faith manner. EERE will provide the Recipient with reasonable notice of the review meetings.

For each review meeting, the Recipient is required to provide a comprehensive overview of the project, including:

- The Recipient's program progress compared to the Annual Plan stated in Attachment 4 to this Award;
- The Recipient's actual expenditures compared to the approved budget in Attachment 3 to this Award; and
- Other subject matter specified by the DOE Technology Manager/Project Officer.

B. Project Meetings

The Recipient is required to notify EERE in advance of scheduled tests and internal project meetings that would entail discussion of topics that could result in major changes to the baseline project technical scope/approach, cost, or schedule. Upon request by EERE, the Recipient is required to provide EERE with reasonable access (by telephone, webinar, or otherwise) to the tests and project meetings. The Recipient is not expected to delay any work under this Award for the purpose of government insight.

C. Site Visits

EERE's authorized representatives have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. The Recipient must provide, and must require subrecipients to provide, reasonable access to facilities, office space, resources, and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations

must be performed in a manner that does not unduly interfere with or delay the work.

D. EERE Access

The Recipient must provide any information, documents, site access, or other assistance requested by EERE for the purpose of its Federal stewardship or substantial involvement.

Term 7. NEPA Requirements

For this award, EERE has made a final NEPA determination for all activities under this award that are listed in the State Plan formally approved through incorporation into and attached to the award. You

(Recipient) may proceed with the activities as described in the State Plan. This NEPA determination is specific to the project as described in the State Plan formally approved by DOE through incorporation into and attached to the award.

If you later add to or modify the activities in the approved State Plan, you must contact the DOE Project Officer identified in Block 15 of the Assistance Agreement. Those additions or modifications, including projects involving ground-breaking activities, new construction, or projects involving the installation of onsite renewable energy technology that generate electricity from renewable resources, as well as other related activities, may be subject to review by the NEPA Compliance Officer and approval by the DOE Contracting Officer, and may not be authorized for federal funding until DOE provides a NEPA determination on those additions or modifications.

Restrictions include taking any action using Federal funds, which would have an adverse effect on the environment or limit the choice of reasonable alternatives prior to DOE providing a final NEPA determination. Should you move forward with activities that are not authorized for Federal funding by the DOE Contracting Officer in advance of the final NEPA determination, you are doing so at risk of not receiving Federal funding and such costs may not be recognized as allowable cost share.

You are responsible for informing DOE of any extraordinary circumstances, cumulative impacts, or connected actions that may lead to significant impacts on the environment, or any inconsistency with the "integral elements" (as contained in 10 C.F.R. Part 1021, Appendix B) as they relate to a particular Project.

Term 8. Historic Preservation

Prior to the expenditure of Federal funds to alter any structure or site, the Recipient is required to comply with the requirements of Section 106 of the National Historic Preservation Act (NHPA), consistent with DOE's 2009 letter of delegation of authority regarding the NHPA. Section 106 applies to historic properties that are listed in or eligible for listing in the National Register of Historic Places. In order to fulfill the requirements of Section 106, the recipient must contact the State Historic Preservation Officer (SHPO), and, if applicable, the Tribal Historic Preservation Officer (THPO), to coordinate the Section 106 review outlined in 36 CFR Part 800. SHPO contact information is available at the following link: <http://www.ncshpo.org/shpodirectory.shtml>. THPO contact information is available at the following link: <http://www.nathpo.org/map.html>.

Section 110(k) of the NHPA applies to DOE funded activities. Recipients shall avoid taking any action that results in an adverse effect to historic properties pending compliance with Section 106.

Recipients should be aware that the DOE Contracting Officer will consider the recipient in compliance with Section 106 of the NHPA only after the Recipient has submitted adequate background documentation to the SHPO/THPO for its review, and the SHPO/THPO has provided written concurrence to the Recipient that it does not object to its Section 106 finding or determination. Recipient shall provide a copy of this concurrence to the Contracting Officer.

Term 9. Performance of Work in United States

A. Requirement

All work performed under this Award must be performed in the United States unless the Contracting Officer provides a waiver. This requirement does not apply to the purchase of supplies and equipment; however, the Recipient should make every effort to purchase supplies and equipment within the United States. The Recipient must flow down this requirement to its subrecipients.

B. Failure to Comply

If the Recipient fails to comply with the Performance of Work in the United States requirement, the Contracting Officer may deny reimbursement for the work conducted outside the United States and such costs may not be recognized as allowable Recipient cost share regardless if the work is performed by the Recipient, subrecipients, vendors or other project partners.

C. Waiver for Work Outside the U.S.

All work performed under this Award must be performed in the United States. However, the Contracting Officer may approve the Recipient to perform a portion of the work outside the United States under limited circumstances. Recipient must obtain a waiver from the Contracting Officer prior to conducting any work outside the U.S. To request a waiver, the Recipient must submit a written waiver request to the Contracting Officer, which includes the following information:

- The rationale for performing the work outside the U.S.;
- A description of the work proposed to be performed outside the U.S.;
- Proposed budget of work to be performed; and
- The countries in which the work is proposed to be performed.

For the rationale, the Recipient must demonstrate to the satisfaction of the Contracting Officer that the performance of work outside the United States would further the purposes of the FOA that the Award was selected under and is in the economic interests of the United States. The Contracting Officer may require additional information before considering such request.

Term 10. Notice Regarding the Purchase of American-Made Equipment and Products – Sense of Congress

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Award should be American-made.

Term 11. Reporting Requirements

A. Requirements

The reporting requirements for this Award are identified on the Federal Assistance Reporting Checklist, attached to this Award. Failure to comply with these reporting requirements is considered a material noncompliance with the terms of the Award. Noncompliance may result in withholding of future payments, suspension, or termination of the current award, and withholding of future awards. A willful failure to perform, a history of failure to perform, or unsatisfactory performance of this and/or other financial assistance awards, may also result in a debarment action to preclude future awards by Federal agencies.

B. Dissemination of scientific/technical reports

Scientific/technical reports submitted under this Award will be disseminated on the Internet via the DOE Information Bridge (www.osti.gov/bridge), unless the report contains patentable material, protected data or SBIR/STTR data. Citations for journal articles produced under the Award will appear on the DOE Energy Citations Database (www.osti.gov/energycitations).

C. Restrictions

Reports submitted to the DOE Information Bridge must not contain any Protected Personal Identifiable Information (PII), limited rights data (proprietary data), classified information, information subject to export control classification, or other information not subject to release.

Term 12. Lobbying

By accepting funds under this Award, the Recipient agrees that none of the funds obligated on the Award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. § 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

Term 13. Publications

EERE encourages the Recipient to publish or otherwise make publicly available the results of work performed under this Award. The Recipient is required to include the following acknowledgement in publications arising out of, or relating to, work performed under this Award, whether copyrighted or not:

- *Acknowledgment:* "The information, data, or work presented herein was funded in part by the Office of Energy Efficiency and Renewable Energy (EERE), U.S. Department of Energy, under Award Number DE-EE0006139.
- *Disclaimer:* "The information, data, or work presented herein was funded in part by an *agency*

of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

Term 14. No-Cost Extension

Any no-cost extension will not alter the project scope, deliverables, or budget of this Award.

As provided in 2 CFR 200.308, the Recipient must provide the Contracting Officer with notice in advance if it intends to utilize a one-time, no-cost extension of this Award. The notification must include the supporting reasons and the revised period of performance. The Recipient must submit this notification in writing to the Contracting Officer and DOE Technology Manager/ Project Officer at least 30 days before the end of the current budget period.

Any no-cost extension will not alter the project scope, milestones, deliverables, or budget of this Award. Extensions require explicit prior Federal awarding agency approval when carrying forward unobligated balances to subsequent budget periods.

Term 15. Property Standards

The complete text of the Property Standards can be found at 2 CFR 200.310 through 200.316. Also see 2 CFR 910.360 for additional requirements for real property and equipment for For-Profit recipients.

Term 16. Insurance Coverage

See 2 CFR 200.310 for insurance requirements for real property and equipment acquired or improved with Federal funds. Also see 2 CFR 910.360(d) for additional requirements for real property and equipment for For-Profit recipients.

Term 17. Real Property

Subject to the conditions set forth in 2 CFR 200.311, title to real property acquired or improved under a Federal award will conditionally vest upon acquisition in the non-Federal entity. The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.311 before disposing of the property.

Except as otherwise provided by Federal statutes or by the Federal awarding agency, real property will be used for the originally authorized purpose as long as needed for that purpose. When real property is no longer needed for the originally authorized purpose, the non-Federal entity must obtain disposition instructions from DOE or pass-through entity. The instructions must provide for one of the following alternatives: (a) retain title after compensating DOE as described in 2 CFR 200.311(c)(1); (b) Sell the property and compensate DOE as specified in 2 CFR 200.311(c)(2); or (c)

transfer title to DOE or to a third party designated/approved by DOE as specified in 2 CFR 200.311(c)(3).

See 2 CFR 200.311 for additional requirements pertaining to real property acquired or improved under a Federal award. Also see 2 CFR 910.360 for additional requirements for real property for For-Profit recipients.

Term 18. Equipment

Subject to the conditions provided in 2 CFR 200.313, title to equipment (property) acquired under a Federal award will conditionally vest upon acquisition with the non-Federal entity. The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.313 before disposing of the property.

A state must use equipment acquired under a Federal award by the state in accordance with state laws and procedures.

Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as it is needed, whether or not the project or program continues to be supported by the Federal award. When no longer needed for the originally authorized purpose, the equipment may be used by programs supported by DOE in the priority order specified in 2 CFR 200.313(c)(1)(i) and (ii).

Management requirements, including inventory and control systems, for equipment are provided in 2 CFR 200.313(d).

When equipment acquired under a Federal award is no longer needed, the non-Federal entity must obtain disposition instructions from DOE or pass-through entity.

Disposition will be made as follows: (a) items of equipment with a current fair market value of \$5,000 or less may be retained, sold, or otherwise disposed of with no further obligation to DOE; (b) Non-Federal entity may retain title or sell the equipment after compensating DOE as described in 2 CFR 200.313(e)(2); or (c) transfer title to DOE or to an eligible third party as specified in 2 CFR 200.313(e)(3).

See 2 CFR 200.313 for additional requirements pertaining to equipment acquired under a Federal award. Also see 2 CFR 910.360 for additional requirements for equipment for For-Profit recipients. See also 2 CFR 200.439 Equipment and other capital expenditures.

Term 19. Supplies

See 2 CFR 200.314 for requirements pertaining to supplies acquired under a Federal award. See also 2 CFR 200.453 Materials and supplies costs, including costs of computing devices.

Term 20. Property Trust Relationship

Real property, equipment, and intangible property, that are acquired or improved with a Federal award must be held in trust by the non-Federal entity as trustee for the beneficiaries of the project or program under which the property was acquired or improved. See 2 CFR 200.316 for additional requirements pertaining to real property, equipment, and intangible property acquired or improved under a Federal award.

Term 21. Record Retention

Consistent with 2 CFR 200.333 through 200.337, the Recipient is required to retain records relating to this Award.

Term 22. Audits

A. Government-Initiated Audits

The Recipient is required to provide any information, documents, site access, or other assistance requested by EERE, DOE or Federal auditing agencies (e.g., DOE Inspector General, Government Accountability Office) for the purpose of audits and investigations. Such assistance may include, but is not limited to, reasonable access to the Recipient's records relating to this Award.

Consistent with 2 CFR part 200 as amended by 2 CFR part 910, DOE may audit the Recipient's financial records or administrative records relating to this Award at any time. Government-initiated audits are generally paid for by DOE.

DOE may conduct a final audit at the end of the project period (or the termination of the Award, if applicable). Upon completion of the audit, the Recipient is required to refund to DOE any payments for costs that were determined to be unallowable. If the audit has not been performed or completed prior to the closeout of the award, DOE retains the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

DOE will provide reasonable advance notice of audits and will minimize interference with ongoing work, to the maximum extent practicable.

B. Annual Compliance Audits

The Recipient is required to comply with the annual compliance audit requirements in 2 CFR 200.500 through 521 for institutions of higher education, nonprofit organizations and state and local governments, and 2 CFR 910.500 through 521 for for-profit entities. The annual compliance audits are independent from Government-initiated audits discussed in paragraph (a) of this Term, and must be paid for by the Recipient. To minimize expense, the Recipient may have a compliance audit in conjunction with its annual audit of financial statements.

Subpart B. Financial Provisions

Term 23. Maximum Obligation

The maximum obligation of DOE for this Award is the total "Funds Obligated" stated in Block 13 of the Assistance Agreement Form to this Award.

Term 24. Continuation Application and Funding

A. Continuation Application

A continuation application is a non-competitive application for an additional budget period within a previously approved project period. The continuation application shall be submitted to EERE in accordance with the annual Announcement/Grant Guidance that is issued.

B. Continuation Funding

Continuation funding is contingent on (1) the availability of funds appropriated by Congress for the purpose of this program and the availability of future-year budget authority; (2) Recipient's satisfactory progress towards meeting the objectives of the Weatherization Assistance Program; (3) Recipient's submittal of required reports; and (4) Recipient's compliance with the terms and conditions of the Award.

Term 25. Refund Obligation

The Recipient must refund any excess payments received from EERE, including any costs determined unallowable by the Contracting Officer. Upon the end of the project period (or the termination of the Award, if applicable), the Recipient must refund to EERE the difference between (1) the total payments received from EERE, and (2) the Federal share of the costs incurred.

Term 26. Allowable Costs

EERE determines the allowability of costs through reference to 2 CFR part 200 as amended by 2 CFR part 910. All project costs must be allowable, allocable, and reasonable. The Recipient must document and maintain records of all project costs, including, but not limited to, the costs paid by Federal funds, costs claimed by its subrecipients and project costs that the Recipient claims as cost sharing, including in-kind contributions. The Recipient is responsible for maintaining records adequate to demonstrate that costs claimed have been incurred, are reasonable, allowable and allocable, and comply with the cost principles. Upon request, the Recipient is required to provide such records to EERE. Such records are subject to audit. Failure to provide EERE adequate supporting documentation may result in a determination by the Contracting Officer that those costs are unallowable.

The Recipient is required to obtain the prior written approval of the Contracting Officer for any foreign travel costs.

Term 27. Decontamination and/or Decommissioning (D&D) Costs

Notwithstanding any other provisions of this Award, the Government shall not be responsible for or have any obligation to the Recipient for (1) Decontamination and/or Decommissioning (D&D) of any of the Recipient's facilities, or (2) any costs which may be incurred by the Recipient in connection with the D&D of any of its facilities due to the performance of the work under this Award, whether said work was performed prior to or subsequent to the effective date of the Award.

Term 28. Use of Program Income

If the Recipient earns program income during the project period as a result of this Award, the Recipient may add the program income to the funds committed to the Award and use to further eligible project objectives.

Term 29. Payment Procedures

A. Method of Payment

Payment will be made by advances through the Department of Treasury's ASAP system.

B. Requesting Advances

Requests for advances must be made through the ASAP system. The Recipient may submit requests as frequently as required to meet its needs to disburse funds for the Federal share of project costs. If feasible, the Recipient should time each request so that the Recipient receives payment on the same day that the Recipient disburses funds for direct project costs and the proportionate share of any allowable indirect costs. If same-day transfers are not feasible, advance payments must be as close to actual disbursements as administratively feasible.

C. Adjusting Payment Requests for Available Cash

The Recipient must disburse any funds that are available from repayments to and interest earned on a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds before requesting additional cash payments from EERE.

D. Payments

All payments are made by electronic funds transfer to the bank account identified on the ASAP Bank Information Form that the Recipient filed with the U.S. Department of Treasury.

E. Unauthorized Drawdown of Federal Funds

For each budget period, the Recipient may not spend more than the Federal share authorized to that particular budget period, without specific written approval from the

Contracting Officer. The Recipient must immediately refund EERE any amounts spent or drawn down in excess of the authorized amount for a budget period. The Recipient and subrecipients shall promptly, but at least quarterly, remit to DOE interest earned on advances drawn in excess of disbursement needs, and shall comply with the procedure for remitting interest earned to the Federal government per 2 CFR 200.305, as applicable.

F. Supporting Documents for Agency Approval of Payments

DOE may require Agency pre-approval of payments. If the Agency approval requirement is in effect for the Recipient's Award, the ASAP system will indicate that Agency approval is required when the Recipient submits a request for payment. The Recipient must notify the DOE Technology Manager/Project Officer identified on the Assistance Agreement that a payment request has been submitted. The DOE payment authorizing official may request additional information from the Recipient to support the payment requests prior to release of funds, as deemed necessary. Recipient is required to comply with these requests. Supporting documents include invoices, copies of contracts, vendor quotes, and other expenditure explanations that justify the payment requests.

Term 30. Budget Changes

A. Budget Changes Generally

The Contracting Officer has reviewed and approved the SF-424A in Attachment 3 to this Award.

Any increase in the total project cost, whether DOE share or Cost Share, which is stated as "Total" in Block 12 to the Assistance Agreement of this Award, must be approved in advance and in writing by the Contracting Officer.

Any budget change that alters the project scope, milestones or deliverables requires prior written approval of the Contracting Officer. EERE may deny reimbursement for any failure to comply with the requirements in this term.

B. Transfers of Funds Among Direct Cost Categories.

The Recipient is required to submit written notification via email (not in PAGE) to the Project Officer identified in the Assistance Agreement of any transfer of funds among direct cost categories and/or functions where the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total project cost, which is stated as "Total" in Block 12 to the Assistance Agreement Form of this Award.

Upon receipt of adequate notification documentation by the Project Officer, the recipient is hereby authorized to transfer funds among direct cost categories for program activities consistent with their approved State/Annual Plan, without prior approval by the awarding agency.

Limitations in existing rules and guidance, including Administration and Training and Technical Assistance (T&TA), along with prior approval of equipment as detailed in the

respective year's WAP Grant Guidance and in the regulations still apply.

C. Transfer of Funds Between Direct and Indirect Cost Categories

The Recipient is required to obtain the prior written approval of the Contracting Officer for any transfer of funds between direct and indirect cost categories.

Term 31. Carryover of Unobligated Balances

The recipient is hereby authorized to carry over unobligated balances of Federal and non-Federal funds from one budget period to a subsequent budget period, for program activities consistent with their approved State/Annual Plan, without prior approval by the Contracting Officer. Should the recipient wish to use carryover funds for activities that are not consistent with the approved State/Annual Plan, a budget revision application must be submitted for approval by DOE. For purposes of this award, an unobligated balance is the portion of the funds authorized by DOE that have not been obligated by the recipient at the end of a budget period. Recipients are advised to carefully manage grant funds to minimize unobligated balances each year, but especially at the end of the grant project period.

Term 32. Indirect Costs

A. Fringe Benefit Costs

The budget for this Award includes fringe benefits, but does not indirect charges. Therefore, indirect charges shall not be charged to nor shall reimbursement be requested for this project nor shall any indirect charges for this project be allocated to any other Federally sponsored project. In addition, indirect charges shall not be counted as cost share unless approved by the Contracting Officer. This restriction does not apply to subrecipients' indirect costs.

B. Subrecipient Indirect Costs

Recipient must ensure its sub-recipient's indirect costs are appropriately managed, allowable and otherwise comply with the requirements of this Award and 2 CFR part 200 as amended by 2 CFR part 910.

Subpart C. Miscellaneous Provisions

Term 33. Reporting Sub-awards and Executive Compensation

A. Reporting of first-tier sub-awards

- i. *Applicability.* Unless the Recipient is exempt as provided in paragraph D. of this award term, the Recipient must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a sub-award to an entity (see definitions in paragraph E. of this award term).

- ii. *Where and when to report.*
 - 1. The Recipient must report each obligating action described in paragraph A.i. of this award term to <https://www.fsrs.gov>.
 - 2. For sub-award information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010).
- iii. *What to report.* The Recipient must report the information about each obligating action that the submission instructions posted at <https://www.fsrs.gov> specify.

B. Reporting Total Compensation of Recipient Executives

- i. *Applicability and what to report.* The Recipient must report total compensation for each of its five most highly compensated executives for the preceding completed fiscal year, if
 - 1. The total Federal funding authorized to date under this Award is \$25,000 or more;
 - 2. In the preceding fiscal year, the Recipient received;
 - a. 80 percent or more of the Recipient's annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub-awards); and
 - b. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub-awards); and
 - 3. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>).
- ii. *Where and when to report.* The Recipient must report executive total compensation described in paragraph B.i. of this award term:

1. As part of the Recipient's registration profile at <https://www.sam.gov>.
2. By the end of the month following the month in which this award is made, and annually thereafter.

C. Reporting of Total Compensation of Subrecipient Executives

- i. *Applicability and what to report.* Unless the Recipient is exempt as provided in paragraph D. of this award term, for each first-tier subrecipient under this award, the Recipient shall report the names and total compensation of each of the sub-recipient's five most highly compensated executives for the sub-recipient's preceding completed fiscal year, if
 1. In the sub-recipient's preceding fiscal year, the subrecipient received;
 - a. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub-awards); and
 - b. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and sub-awards); and
 2. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).
- ii. *Where and when to report.* The Recipient must report subrecipient executive total compensation described in paragraph C.i. of this award term:
 1. To the recipient.
 2. By the end of the month following the month during which the Recipient makes the sub-award. For example, if a sub-award is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), the Recipient must report any required compensation information of the subrecipient by November 30 of that year.

D. Exemptions

If, in the previous tax year, the Recipient had gross income, from all sources, under \$300,000, it is exempt from the requirements to report:

- i. Sub-awards and;
- ii. The total compensation of the five most highly compensated executives of any subrecipient.

E. Definitions

For purposes of this Award term:

- i. Entity means all of the following, as defined in 2 CFR Part 25:
 1. A Governmental organization, which is a State, local government, or Indian tribe;
 2. A foreign public entity;
 3. A domestic or foreign nonprofit organization;
 4. A domestic or foreign for-profit organization;
 5. A Federal agency, but only as a subrecipient under an award or sub-award to a non-Federal entity.
- ii. Executive means officers, managing partners, or any other employees in management positions.
- iii. Sub-award:
 1. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the Recipient received this award and that the recipient awards to an eligible subrecipient.
 2. The term does not include the Recipient's procurement of property and services needed to carry out the project or program (for further explanation, see Sec. __ .210 of the attachment to OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations).
 3. A sub-award may be provided through any legal agreement, including an agreement that the Recipient or a subrecipient considers a contract.

- iv. **Subrecipient means an entity that:**
 - 1. **Receives a sub-award from the Recipient under this award; and**
 - 2. **Is accountable to the Recipient for the use of the Federal funds provided by the sub-award.**

- v. **Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or sub-recipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):**
 - 1. **Salary and bonus.**
 - 2. **Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.**
 - 3. **Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.**
 - 4. **Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.**
 - 5. **Above-market earnings on deferred compensation which is not tax-qualified.**
 - 6. **Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.**

Term 34. System for Award Management and Universal Identifier Requirements

A. Requirement for Registration in the System for Award Management (SAM)

Unless the Recipient is exempted from this requirement under 2 CFR 25.110, the Recipient must maintain the currency of its information in SAM until the Recipient submits the final financial report required under this Award or receive the final payment, whichever is later. This requires that the Recipient reviews and updates the information at least annually after the initial registration, and more frequently if required by changes in its information or another award term.

If the Recipient had an active registration in the CCR, it has an active registration in SAM.

B. Requirement for Data Universal Numbering System (DUNS) Numbers

If the Recipient is authorized to make sub-awards under this Award, the Recipient:

- i. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a sub-award from the Recipient unless the entity has provided its DUNS number to the Recipient.
- ii. May not make a sub-award to an entity unless the entity has provided its DUNS number to the Recipient.

C. Definitions

For purposes of this award term:

- i. System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <https://www.sam.gov>).
- ii. Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
- iii. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR Part 25, subpart C:
 1. A Governmental organization, which is a State, local government, or Indian Tribe;
 2. A foreign public entity;
 3. A domestic or foreign nonprofit organization;
 4. A domestic or foreign for-profit organization; and
 5. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
- iv. Sub-award:
 1. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the Recipient received this Award and that the Recipient awards to an eligible

subrecipient.

2. The term does not include the Recipient's procurement of property and services needed to carry out the project or program (for further explanation, see Sec. __.210 of the attachment to OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations).
 3. A sub-award may be provided through any legal agreement, including an agreement that the Recipient considers a contract.
- v. Subrecipient means an entity that:
1. Receives a sub-award from the Recipient under this Award; and
 2. Is accountable to the Recipient for the use of the Federal funds provided by the sub-award.

Term 35. Nondisclosure and Confidentiality Agreements Assurances

- A. By entering into this agreement, the Recipient attests that it does not and will not require its employees or contractors to sign internal nondisclosure or confidentiality agreements or statements prohibiting or otherwise restricting its employees or contractors from lawfully reporting waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- B. The Recipient further attests that it does not and will not use any Federal funds to implement or enforce any nondisclosure and/or confidentiality policy, form, or agreement it uses unless it contains the following provisions:
- i. *"These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling."*
 - ii. The limitation above shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
 - iii. Notwithstanding provision listed in paragraph (a), a nondisclosure or confidentiality policy form or agreement that is to be executed by a person

connected with the conduct of an intelligence or intelligence-related activity, other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure or confidentiality forms shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

Term 36. Subrecipient Change Notification

Except for sub-awards and/or subcontracts specifically proposed as part of the Recipient's Application for award, the Recipient must notify the Contracting Officer and Project Manager in writing 30 days prior to the execution of new or modified subrecipient agreements, including naming any To Be Determined subrecipients. This notification does not constitute a waiver of the prior approval requirements outlined in 2 CFR part 200 as amended by 2 CFR part 910, nor does it relieve the Recipient from its obligation to comply with applicable Federal statutes, regulations, and executive orders.

In order to satisfy this notification requirement, the Recipient documentation must, as a minimum, include the following:

1. A description of the research to be performed, the service to be provided, or the equipment to be purchased;
2. Cost share commitment letter if the sub-awardee is providing cost share to the Award;
3. An assurance that the process undertaken by the Recipient to solicit the sub-award/subcontract complies with their written procurement procedures as outlined in 2 CFR 200.317 through 200.329.
4. An assurance that no planned, actual or apparent conflict of interest exists between the Recipient and the selected sub-awardee/subcontractor and that the Recipient's written standards of conduct were followed¹;
5. A completed Environmental Questionnaire, if applicable;
6. An assurance that the subrecipient is not a debarred or suspended entity; and
7. An assurance that all required award provisions will be flowed down in the resulting subrecipient agreement.

¹ It is DOE's position that the existence of a "covered relationship" as defined in 5 CFR 2635.502(a)&(b) between a member of the Recipient's owners or senior management and a member of a sub-awardee's/subcontractor's owners or senior management creates at a minimum an apparent conflict of interest that would require the Recipient to notify the Contracting Officer and provide detailed information and justification (including, for example, mitigation measures) as to why the sub-award or subcontract does not create an actual conflict of interest. The Recipient must also notify the Contracting Officer of any new subcontract or sub-award to: (1) an entity that is owned or otherwise controlled by the Recipient; or (2) an entity that is owned or otherwise controlled by another entity that also owns or otherwise controls the Recipient, as it is DOE's position that these situations also create at a minimum an apparent conflict of interest.

The Recipient is responsible for making a final determination to award or modify subrecipient agreements under this agreement, but the Recipient may not proceed with the subrecipient agreement until the Contracting Officer determines, and provides the Recipient written notification, that the information provided is adequate.

Should the Recipient not receive a written notification of adequacy from the Contracting Officer within 30 days of the submission of the subrecipient agreement documentation stipulated above, Recipient may proceed to award or modify the proposed subrecipient agreement.

Term 37. Minimum Privacy Protections Regarding Applicant Information

- A. States, Tribes and their sub-awardees, including, but not limited to subrecipients, sub-grantees, contractors and subcontractors that participate in the Weatherization program are required to treat all requests for information concerning applicants and recipients of WAP funds in a manner consistent with the federal government's treatment of information requested under the Freedom of Information Act (FOIA), 5 U.S.C. 552, including the privacy protections contained in Exemption (b)(6) of the FOIA, 5 U.S.C. 552(b)(6). Under 5 U.S.C. 552(b)(6), information relating to an individual's eligibility application or the individual's participation in the program, such as name, address, or income information, are generally exempt from disclosure.
- B. A balancing test must be used in applying Exemption (b)(6) in order to determine:
 - i. whether a significant privacy interest would be invaded;
 - ii. whether the release of the information would further the public interest by shedding light on the operations or activities of the Government; and
 - iii. whether in balancing the privacy interests against the public interest, disclosure would constitute a clearly unwarranted invasion of privacy.
- C. A request for personal information including but not limited to the names, addresses, or income information of WAP applicants or recipients would require the state or other service provider to balance a clearly defined public interest in obtaining this information against the individuals' legitimate expectation of privacy.
- D. Given a legitimate, articulated public interest in the disclosure, States and other service providers may release information regarding recipients in the aggregate that does not identify specific individuals. However, a State or service provider must apply a FOIA Exemption (b)(6) balancing test to any request for information that cannot be satisfied by such less-intrusive methods.

Term 38. Conference Spending

The Recipient shall not expend any funds on a conference not directly and programmatically related to the purpose for which the grant or cooperative agreement was awarded that would defray the cost to the United States Government of a conference held by any Executive branch department, agency, board, commission, or office for which the cost to the United States Government would otherwise exceed \$20,000, thereby circumventing the required notification by the head of any such Executive Branch department, agency, board, commission, or office to the Inspector General (or senior ethics official for any entity without an Inspector General), of the date, location, and number of employees attending such conference.

Term 39. Recipient Integrity and Performance Matters

A. General Reporting Requirement

If the total value of your currently active Financial Assistance awards, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this term. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

B. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

- i. Is in connection with the award or performance of a Financial Assistance, cooperative agreement, or procurement contract from the Federal Government;
- ii. Reached its final disposition during the most recent five-year period; and
- iii. Is one of the following:
 1. A criminal proceeding that resulted in a conviction, as defined in paragraph E of this award term and condition;
 2. A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 3. An administrative proceeding, as defined in paragraph E of this term, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 4. Any other criminal, civil, or administrative proceeding if:
 - a. It could have led to an outcome described in paragraph B.iii.1, 2, or 3 of this term;

- b. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
- c. The requirement in this term to disclose information about the proceeding does not conflict with applicable laws and regulations.

C. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph B of this term. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

D. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph A of this term, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, Financial Assistance awards, (including cooperative agreement awards) with a cumulative total value greater than \$10,000,000, must disclose semiannually any information about the criminal, civil, and administrative proceedings.

E. Definitions

For purposes of this term:

- i. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or Financial Assistance awards. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- ii. Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of *nolo contendere*.
- iii. Total value of currently active Financial Assistance awards, cooperative agreements and procurement contracts includes—
 - 1. Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
 - 2. The value of all expected funding increments under a Federal award and options, even if not yet exercised.

Term 40. Recipient Lighting Efficiency Certification

By entering into this agreement, the Recipient certifies that it will, by the end of the Federal Government's fiscal year, upgrade the efficiency of its facilities by replacing any incandescent lighting of the type for which section 325 of the Energy Policy and Conservation Act (42 USC 6295) establishes a standard that does not meet or exceed the energy efficiency standard for incandescent light bulbs set forth in that section with a lamp that meets or exceeds the standards for lamps established in or pursuant to that section.

Incandescent reflector lamps shall meet or exceed the lamp efficacy standards shown in the table:

Rated lamp wattage	Lamp spectrum	Lamp diameter (inches)	Rated voltage	Minimum average lamp efficacy (lm/W)
40-205	Standard Spectrum	>2.5	≥125V	6.8*P ^{0.27}
			<125V	5.9*P ^{0.27}
		≤2.5	≥125V	5.7*P ^{0.27}
			<125V	5.0*P ^{0.27}
40-205	Modified Spectrum	>2.5	≤125V	5.8*P ^{0.27}
			<125V	5.0*P ^{0.27}
		≤2.5	≥125V	4.9*P ^{0.27}
			<125V	4.2*P ^{0.27}

Note 1: P is equal to the rated lamp wattage, in watts.

Note 2: Standard Spectrum means any incandescent reflector lamp that does not meet the definition of modified spectrum in 10 CFR 430.2.

Subject to the exemption below, the standards specified in this section shall apply to ER incandescent reflector lamps, BR incandescent reflector lamps, BPAR incandescent reflector lamps, and similar bulb shapes.

Subject to the exemption below, the standards specified in this section shall apply to incandescent reflector lamps with a diameter of more than 2.25 inches, but not more than 2.75 inches.

Exemption: The standards specified in this section shall not apply to the following types of incandescent reflector lamps:

- Lamps rated at 50 watts or less that are ER30, BR30, BR40, or ER40 lamps;
- Lamps rated at 65 watts that are BR30, BR40, or ER40 lamps; or
- R20 incandescent reflector lamps rated 45 watts or less.

For purposes of this Certification, the following definitions apply:

- A. Facilities mean the room(s), area(s), or building(s) that are used to complete a majority of the work under the project.
- B. In excess of \$1,000,000 means the total value of the grant including all budget periods funded with Federal funds and recipient cost share is greater than \$1,000,000.
- C. Federal Government's fiscal year begins October 1st and ends September 30th.
- D. Except as provided in subparagraph (iv) below, the term "incandescent lamp" means a lamp in which light is produced by a filament heated to incandescence by an electric current, including only the following:
 - i. Any lamp (commonly referred to as lower wattage non-reflector general service lamps, including any tungsten-halogen lamp) that has a rated wattage between 30 and 199 watts, has an E26 medium screw base, has a rated voltage or voltage range that lies at least partially within 115 and 130 volts, and is not a reflector lamp.
 - ii. Any lamp (commonly referred to as a reflector lamp) which is not colored or designed for rough or vibration service applications, that contains an inner reflective coating on the outer bulb to direct the light, an R, PAR, ER, BR, BPAR, or similar bulb shapes with E26 medium screw bases, a rated voltage or voltage range that lies at least partially within 115 and 130 volts, a diameter which exceeds 2.25 inches, and has a rated wattage that is 40 watts or higher.
 - iii. Any general service incandescent lamp (commonly referred to as a high- or higher-wattage lamp) that has a rated wattage above 199 watts (above 205 watts for a high wattage reflector lamp).
 - iv. The term "incandescent lamp" does not include any lamp excluded by the Secretary, by rule, as a result of a determination that standards for such lamp would not result in significant energy savings because such lamp is designed for special applications or has special characteristics not available in reasonably substitutable lamp types.
- E. The term "base" means the portion of the lamp which connects with the socket as described in ANSI C81.61-1990.
- F. The term "bulb shape" means the shape of lamp, especially the glass bulb with designations for bulb shapes found in ANSI C79.1-1980 (R1984).
- G. The term "lamp efficacy" means the lumen output of a lamp divided by its wattage,

expressed in lumens per watt (LPW).

- H. The term "lamp wattage" means the total electrical power consumed by a lamp in watts, after the initial seasoning period referenced in the appropriate IES standard test procedure and including, for fluorescent, arc watts plus cathode.



GILA COUNTY ATTORNEY
Bradley D. Beauchamp

Re: County Attorney's Office approval of IGA pursuant to A.R.S. § 11-952(D).

To whom it may concern:

The County Attorney's Office has reviewed the Intergovernmental Agreement attached to this agenda item and has determined that it is in its "proper form" and "is within the powers and authority granted under the laws of this state to such public agency or public procurement unit" pursuant to A.R.S. § 11-952(D).

Explanation of the Gila County Attorney's Office Intergovernmental Agreement (IGA) Review

A.R.S. § 11-952(D) requires that

every agreement or contract involving any public agency or public procurement unit of this state . . . before its execution, shall be submitted to the attorney for each such public agency or public procurement unit, who shall determine whether the agreement is in proper form and is within the powers and authority granted under the laws of this state to such public agency or public procurement unit.

In performing this review, the County Attorney's Office reviews IGAs to see that they are in "proper form" prior to their execution. "Proper form" means that the contract conforms to fundamental contract law, conforms to specific legislative requirements, and is within the powers and authority granted to the public agency. It does not mean that the County Attorney's Office approves of or supports the policy objectives contained in the IGA. That approval is solely the province of the public agency through its elected body.

Likewise, this approval is not a certification that the IGA has been properly executed. Proper execution can only be determined after all the entities entering into the IGA have taken legal action to approve the IGA. There is no statutory requirement for the County Attorney's Office to certify that IGAs are properly executed.

Nonetheless, it is imperative for each public agency to ensure that each IGA is properly executed because A.R.S. § 11-952(F) requires that "[a]ppropriate action ... applicable to the governing bodies of the participating agencies approving or extending the duration of the ... contract shall be necessary before any such agreement, contract or extension may be filed or become effective." This can be done by ensuring that the governing body gives the public proper notice of the meeting wherein action will be taken to approve the IGA, that the item is adequately described in the agenda accompanying the notice, and that the governing body takes such action. Any questions regarding whether the IGA has been properly executed may be directed to the County Attorney's Office.

Proper execution of IGAs is important because A.R.S. § 11-952(H) provides that "[p]ayment for services under this section shall not be made unless pursuant to a fully approved written contract." Additionally, A.R.S. § 11-952(I) provides that "[a] person who authorizes payment of any monies in violation of this section is liable for the monies paid plus twenty per cent of such amount and legal interest from the date of payment."

The public agency or department submitting the IGA for review has the responsibility to read and understand the IGA in order to completely understand its obligations under the IGA if it is ultimately approved by the public entity's board. This is because while the County Attorney's Office can approve the IGA as to form, the office may not have any idea whether the public agency has the capacity to actually comply with its contractual obligations. Also, the County Attorney's Office does not monitor IGA compliance. Hence the public entity or submitting department will need to be prepared to monitor their own compliance. A thorough knowledge of the provisions of the IGA will be necessary to monitor compliance.

Before determining whether an IGA contract "is in proper form," the County Attorney's Office will answer any questions or concerns the public agency has about the contract. It is the responsibility of the public agency or department submitting the IGA for review to ask any specific questions or address any concerns it has about the IGA to the County Attorney's Office at the same time they submit the IGA for review. Making such an inquiry also helps improve the County Attorney's Office review of the IGA because it will help focus the review on specific issues that are of greatest concern to the public agency. Failing to make such an inquiry when the agency does have issues or concerns will decrease the ability of the County Attorney's Office to meaningfully review the IGA.

ARF-3914

Consent Agenda Item 4. B.

Regular BOS Meeting

Meeting Date: 08/15/2016

Submitted For: Marian Sheppard, Clerk of the Board

Submitted By: Laurie Kline, Deputy Clerk

Department: Clerk of the Board of Supervisors

Information

Request/Subject

THAT Brewery Rimside Grill Application for a Temporary Extension of Premises/Patio Permit.

Background Information

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

Tamara Morken of THAT Brewery Rimside Grill submitted an application to temporarily extend the premises/patio where liquor is permitted to be served for a Labor Day event to be held on September 3-4, 2016, an Oktoberfest event to be held on September 24-25, 2016, and a Halloween event to be held on October 29, 2016.

Evaluation

The application has been reviewed by the Clerk of the Board, and by the Building Official of the Community Development Division regarding the proposed extended area for liquor to be served.

Conclusion

This application is ready to be presented to the Board of Supervisors for a decision. The Board's recommendation will then be sent to the DLLC for a final decision.

Recommendation

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

Suggested Motion

Approval of an Application for Extension of Premises/Patio Permit submitted by Tamara Morken to temporarily extend the premises where liquor is permitted to be served at THAT Brewery Rimside Grill located in Pine for a Labor Day event to be held on September 3-4, 2016, an annual Oktoberfest event to be held on September 24-25, 2016, and a Halloween event to be held on October 29, 2016.

Attachments

THAT Brewery Rimside Grill Application



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

DLLC USE ONLY

CSR:
Log #:

APPLICATION FOR EXTENSION OF PREMISES/PATIO PERMIT
 OBTAIN APPROVAL FROM LOCAL GOVERNING BOARD BEFORE SUBMITTING TO THE DEPARTMENT OF LIQUOR
 Notice: Allow 30-45 days to process permanent change of premise

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

Temporary change (No Fee) for date(s) of: ___/___/___ through ___/___/___ list specific purpose for change:

9/3-9/14/16 Labor Day Event, 9/24-9/25/16 Annual Oktoberfest, 10/29/16 Halloween event

1. Licensee's Name: Morken Tamara Lynne License#: 11043006
Last First Middle

2. Mailing address: PO Box 90 Pine AZ 85544
Street City State Zip Code

3. Business Name: THAT Brewery & Pub (AKA - Rimside Grill)

4. Business Address: 3270 N. Hwy 87 Pine AZ 85544
Street City State Zip Code

5. Email Address: tamara@thatbrewery.com

6. Business Phone Number: 9284763349 Contact Phone Number: 6029094790

7. Is extension of premises/patio complete?

N/A Yes No If no, what is your estimated completion date? ___/___/___

8. Do you understand Arizona Liquor Laws and Regulations?

Yes No

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

Yes No

10. Have you received approved Liquor Law Training?

Yes No

11. What security precautions will be taken to prevent liquor violations in the extended area? fencing, security
& additional staff training

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

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

Approval Disapproval by DLLC: _____ Date: ____/____/____

Notary

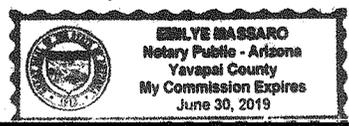
I, (Print Full Name) Tamara Lynne Morken, hereby declare that I am a **CONTROLLING PERSON/ AGENT** filing this notification. I have read this document and the contents and all statements are true, correct and complete.

X (Signature) Tamara Lynne Morken
Controlling Person / Agent

State of Arizona County of Yavapai
the foregoing instrument was acknowledged before me this

3 of August 2016
Day Month Year

My commission expires on: June 30, 2019



[Signature]
Signature of NOTARY PUBLIC

GOVERNING BOARD

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

This change in premises is recommended by the local Board of Supervisors, City Council or Designate:

Authorized Signature Title Agency Date

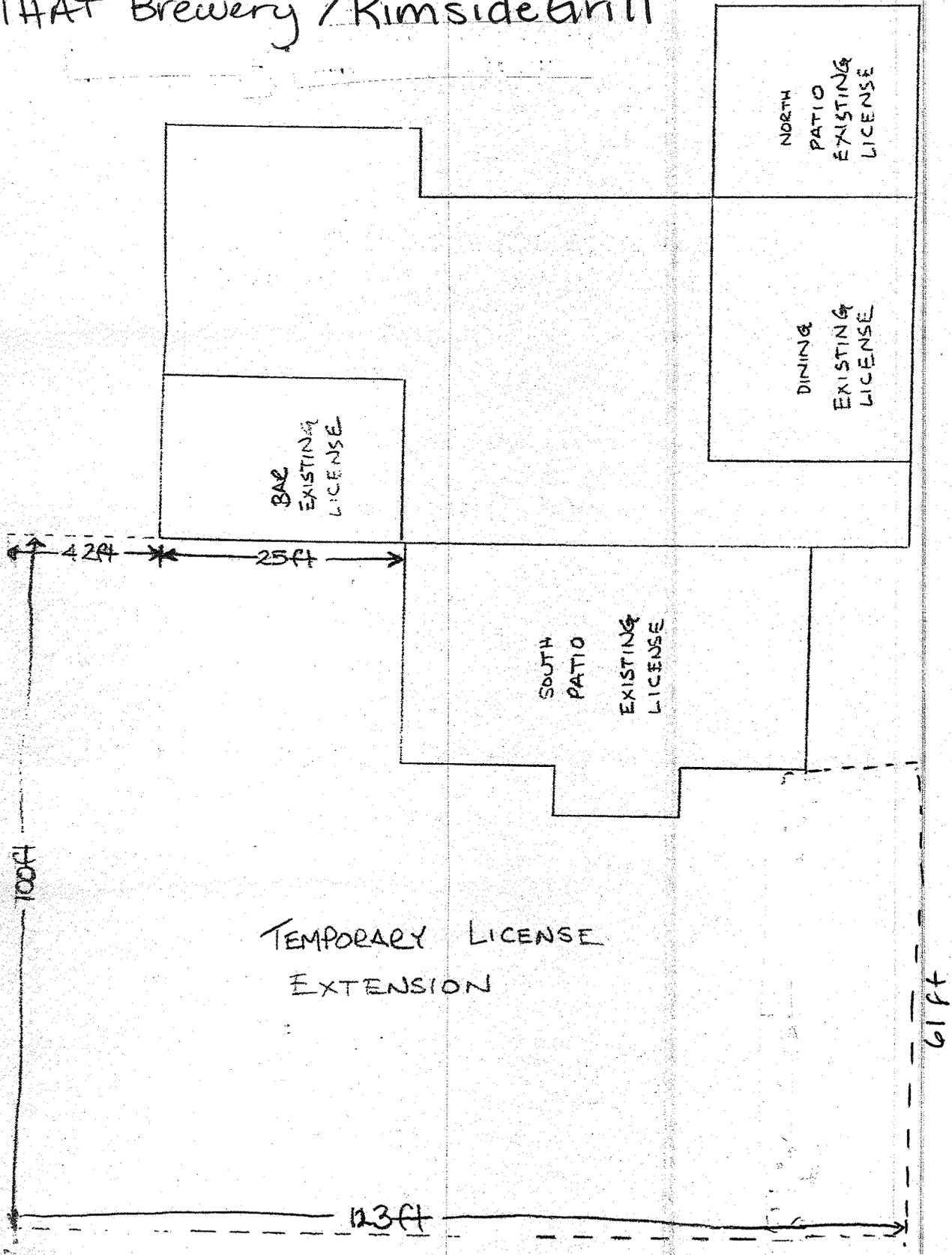
DLLC USE ONLY

Investigation Recommendation: Approval Disapproval by: _____ Date: ____/____/____

Director Signature required for Disapprovals: _____ Date: ____/____/____

Lic# 11043006

Application for extension of patio permit
THAT Brewery / Rimside Grill



ARF-3920

Consent Agenda Item 4. C.

Regular BOS Meeting

Meeting Date: 08/15/2016

Submitted For: Marian Sheppard, Clerk of the Board

Submitted By: Laurie Kline, Deputy Clerk

Department: Clerk of the Board of Supervisors

Information

Request/Subject

Pine Strawberry Fuel Reduction, Inc. Application for Special Event License for September 16-18, 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 application and has determined that it has been filled out correctly.

Conclusion

This charitable organization has properly completed the application and if the Board of Supervisors and the DLLC approve the application, the Pine Strawberry Fuel Reduction, Inc. will have used 3 days of the allowable 10 days to serve liquor at a special event in 2016.

Recommendation

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

Suggested Motion

Approval of a Special Event Liquor License Application submitted by Pine Strawberry Fuel Reduction, Inc. to serve liquor at an event to be held at the Mary Ellen Randall Horse Arena located in Pine on September 16-18, 2016.

Attachments

Pine Strawberry Fuel Reduction, Inc. Application for Special Event License



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

FOR DLIC 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)
 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: Pine Strawberry Fuel Reduction, Inc.

SECTION 2 Non-Profit/IRS Tax Exempt Number: DLN: 17053155096038 EIN: 26-1648961

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: Mary Ellen Randall Horse Arena
 Address of Location: 3180 Bradshaw Drive Pine Gila AZ 85544
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: Pine Strawberry Fuel Reduction, Inc. 10/03/1952
Last First Middle Date of Birth

2. Applicant's mailing address: PO Box 1407 Pine AZ 85544
Street City State Zip

3. Applicant's home/cell phone: (928) 476-3180 Applicant's business phone: (928) 476-3180

4. Applicant's email address: brandt329@hotmail.com

SECTION 10

- 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.)
- How many special event licenses have been issued to this location this year? 0
 (The number cannot exceed 12 events per year; exceptions under A.R.S. §4-203.02(D).)
- 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.)
- 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 Pine Strawberry Fuel Reduction, Inc. Percentage: 100%
 Address PO Box 67 Pine AZ 85544
Street City State Zip

Name Pine Strawberry Fuel Reduction, Inc. Percentage: 100%
 Address PO Box 67 Pine AZ 85544
Street City State Zip

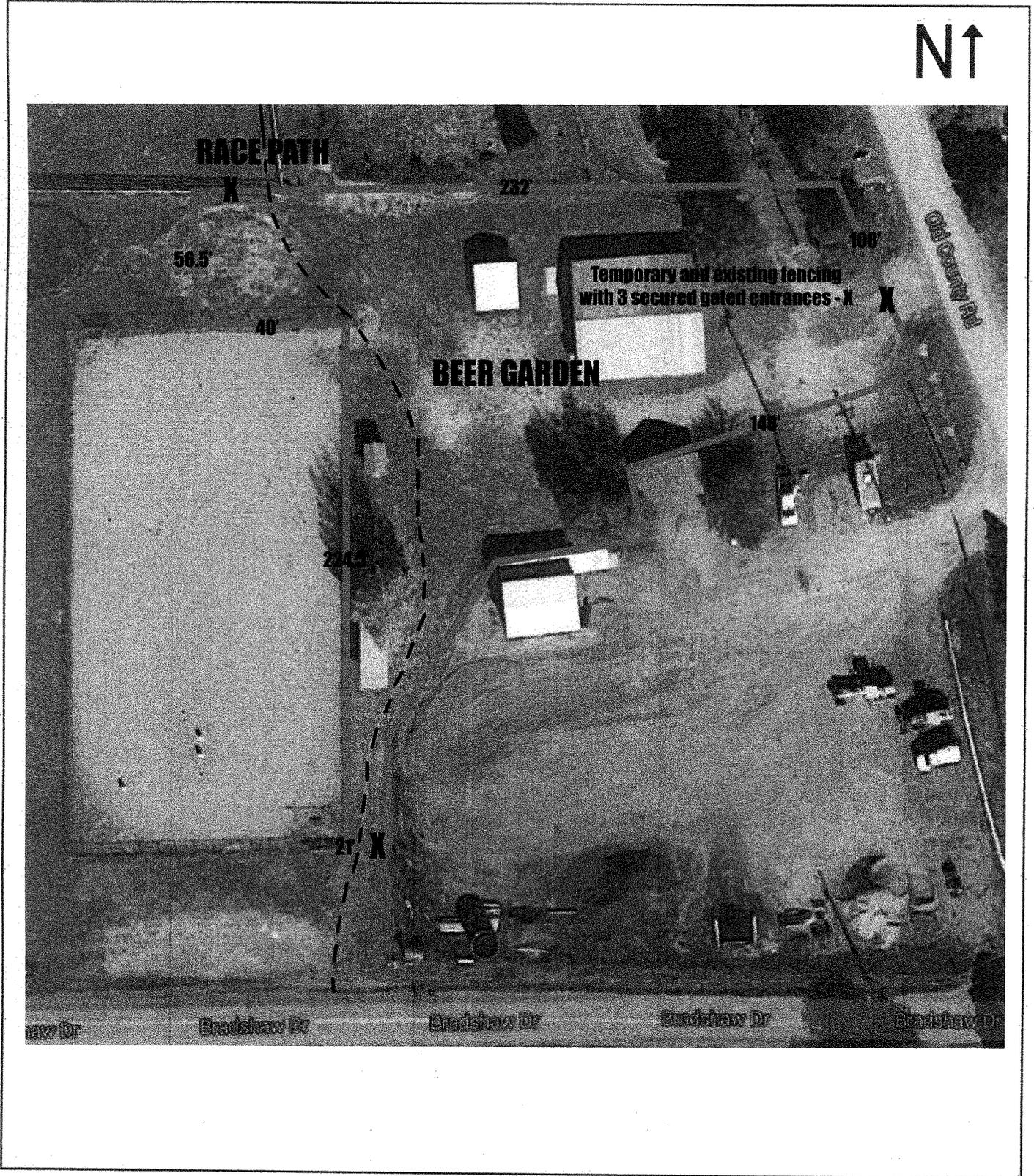
5. Please read A.R.S. § 4-203.02 Special event license; rules and R19-1-205 Requirements for a Special Event License.
Note: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.
"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT UNLESS THEY ARE IN AUCTION SEALED CONTAINERS OR THE 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.)
3 Number of Police 2 Number of Security Personnel Fencing Barriers
 Explanation: The venue will be patrolled nightly by members of the Gila County Sheriff's Posse. At least 3 Posse and/or Mounted Posse members will provide security during hours of operation. Temporary and existing fencing with 3 secured entrances will serve as a barrier to prevent unauthorized entrance into the beer garden.

SECTION 11 Date(s) and Hours of Event. May not exceed 10 consecutive days.
 See A.R.S. § 4-244(15) and (17) for legal hours of service.

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	<u>Sep 16, 2016</u>	<u>Friday</u>	<u>7:00 am</u>	<u>11:00 pm</u>
DAY 2:	<u>Sept 17, 2016</u>	<u>Saturday</u>	<u>7:00 am</u>	<u>11:00 pm</u>
DAY 3:	<u>Sept 18, 2016</u>	<u>Sunday</u>	<u>7:00 am</u>	<u>2:00 pm</u>
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.



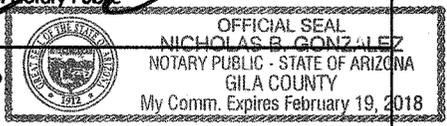
SECTION 13 To be completed only by an Officer, Director or Chairperson of the organization named in Section 1.

I, Janet Brandt declare that I am an OFFICER, DIRECTOR, or CHAIRPERSON
(Print Full Name)
appointing the applicant listed in Section 9, to apply on behalf of the foregoing organization for a Special Event
Liquor License.

X Janet Brandt board member 5-28-2016 928-5950204
(Signature) Title/ Position Date Phone #

The foregoing instrument was acknowledged before me this 28 July 2016
Day Month Year
State Arizona County of Gila

My Commission Expires on: 02-19-18 Nicholas B. Gonzalez
Date Signature of Notary Public



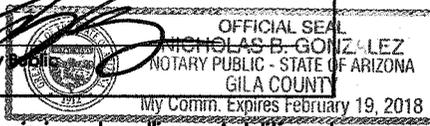
SECTION 14 This section is to be completed only by the applicant named in Section 9

I, Janet Brandt declare that I am the APPLICANT filing this application as
(Print Full Name)
listed in Section 9. I have read the application and the contents and all statements are true, correct and
complete.

X Janet Brandt board member 5-28-2016 928-5950204
(Signature) Title/ Position Date Phone #

The foregoing instrument was acknowledged before me this 28 July 2016
Day Month Year
State Arizona County of Gila

My Commission Expires on: 02-19-18 Nicholas B. Gonzalez
Date Signature of Notary Public



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, Michael A. Pastor, Chairman BOS recommend APPROVAL DISAPPROVAL
(Government Official) (Title)

on behalf of Gila County 8-15-16 928-425-3231
(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.

ARF-3889

Consent Agenda Item 4. D.

Regular BOS Meeting

<u>Meeting Date:</u>	08/15/2016		
<u>Submitted For:</u>	Michael O'Driscoll, Director		
<u>Submitted By:</u>	John Castaneda, Animal Regulations Enforcement Mgr.		
<u>Department:</u>	Health & Emergency Management	<u>Division:</u>	Health Services
<u>Fiscal Year:</u>	2017	<u>Budgeted?:</u>	No
<u>Contract Dates Begin & End:</u>	12-1-2016 to 12-1-2017	<u>Grant?:</u>	Yes
<u>Matching Requirement?:</u>	No	<u>Fund?:</u>	Renewal

Information

Request/Subject

Approval to submit a grant application to the Arizona Companion Animal Spay and Neuter Committee requesting \$10,000 to be used for a low cost spay/neuter program in Gila County.

Background Information

This grant application to the Arizona Companion Animal Spay and Neuter Committee is for funds that will be used to ensure that all animals leaving the County animal shelter will be surgically altered by offering a fully discounted spay/neuter procedure.

On August 17, 2015, the Board of Supervisors authorized the submittal of a grant application in the amount of \$10,000 to Arizona Companion Animal Spay and Neuter Committee.

On September 14, 2015, Gila County Animal Control Department received an award letter and a check in the amount of \$2,000 to increase spays and neuter efforts in our community.

Evaluation

Gila County Animal Control currently has a low cost spay/neuter program and this funding would allow us to expand the program and continue to offer the fully discounted spay/neuter services to more residents.

Conclusion

This grant would benefit the residents of Gila County by providing \$10,000 in funding for spaying/neutering dogs and cats.

Recommendation

It is the recommendation of the Gila County Health & Emergency Management Director that the Board of Supervisors approve this grant application to the Arizona Companion Animal Spay and Neuter Committee.

Suggested Motion

Approval to authorize the Gila County Animal Control Department to submit a grant application to the Arizona Companion Animal Spay and Neuter Committee for \$10,000 to expand its discounted spay/neuter services in Gila County for a period of one year.

Attachments

Cover Page

Spay and Neuter Services 2016 Grant App Cover Letter

Grant Application

Board Members

Organization Chart

Guarantee Letter

Letter of Support

Budget

Project Coordinator

County Attorney's Comment

Gila County Animal Control
Companion Animal Spay & Neuter Grant
Application



GILA COUNTY DIVISION of HEALTH & EMERGENCY MANAGEMENT

5515 South Apache Ave., Suite 100, Globe, AZ 85501
PHONE: (928) 402-8811 FAX: (928) 425-0794

The Gila County Animal Control Department of the Gila County Division of Health and Emergency Management is requesting funding for a spay/neuter grant to provide services among the Gila County region. Gila County is located in the central part of Arizona and encompasses 4,752 square miles. Gila County consists of five incorporated cities and several smaller communities that hold a population of over 53,000 residents.

Last year, we were able to provide low-cost spay/neuter services to over 40 domestic animals and are, again, excited to have the opportunity to provide this for our community. This grant will reduce the overpopulation of domestic animals throughout the County and provide assistance to pet owners who cannot afford to get their animal(s) surgically altered by providing vouchers to individuals for a fully covered spay or neuter service.

With this grant, we can ensure that all animals leaving our shelter will be provided the opportunity to receive spay/neuter services by offering a fully discounted procedure. This funding will provide spay/neuter services for an estimate of 110 animals, which includes any domestic animal(s) in the shelter that may be adopted out. Our goal is to surgically alter 110 domesticated animals throughout the year at the shelter located in Globe, Arizona. During our clinics we would specifically focus on those pet owners unable to afford the costs of the procedure.

This funding will allow us to promote this service by providing educational information throughout the community, via newspaper articles, social media sites, and radio broadcasts. Educational information will include the importance of having your pet spayed or neutered and the health benefits this service can provide for pets. We will also educate our community about the Arizona Pet Friendly/ Spay and Neuter Specialty

license plate. We understand the importance of this organization and hope our community contributes to the ongoing success of the program.

Dr. Sheena Christensen from the Humane Society of Central Arizona is the veterinarian that will provide services to implement the spay/neuter program. We are confident that we share the same goal and together we can make a difference in our community.

This would be an ongoing program for Gila County Animal Control. We would appreciate the opportunity to continue to make a difference in our community.



Arizona Companion Animal Spay and Neuter Committee
Application Form

Section I. Contact Information

Name of Organization: **Gila County Animal Control**

Address: **1400 East Ash Street**

City/State/ZIP: **Globe, Arizona 85501** County: **Gila**

Phone: **928-402-8873** Fax: **928-425-8150** Email: **jccastaneda@gilacountyaz.gov**

Project Leader Information:

Name: **John Castaneda**

Title: **Animal Control Manager**

Address: Mail **1400 East Ash St./ Shelter address 700 Hackney Ave**

City/State/ZIP: **Globe, Arizona 85501**

Phone: **928-402-8873** Fax: **928-425-8150** Email: **jccastaneda@gilacountyaz.gov**

Section II. Community Information

1. Describe the community that you serve.

- a. city/county/region that you serve: **Globe, Miami, Payson (Northern/Southern Gila County)**
- b. estimated human population: **53,000**
- c. estimated number of homeless animals in your community (companion animals that enter the government animal control agency and other animal welfare organizations per year): **1,294**

Section III. General Organizational Information

1. Organizational Mission: **To serve and protect the citizens and animals within Gila County**

2. Annual Operating Budget for Current Fiscal Year: **406,253.00 2015-2016**

3. Annual Statistics for your Organization. Please complete the following table referencing either the last 12 months of performance, or the performance of the most recent fiscal year.

Annual Statistics	Dogs	Cats	Total
Animal Intake	809	485	1,294
Adoptions	35	7	42

Sterilizations	Dogs	Cats	Total
Public	27	12	39
Sheltered	9	0	
Free-Roaming/(Feral)	0	0	
Total	36	12	

4. What is your average cost per surgery?

	Average Cost per Surgery
Male Cat	\$25.00
Female Cat	\$25.00
Male Dog	\$65.00
Female Dog	\$65.00

5. What is your live release rate? 28.0%

To calculate your live release rate, follow this formula: Total adoptions + total transfers (rescue or otherwise) + total returned to owner divided by your total Outcomes (excluding owner/guardian requested euthanasia and dogs and cats that died or were lost in the shelter/care. Live release rate is given in percentage form.

$(\text{Adoptions} + \text{Transfers} + \text{returned to owner}) / (\text{Total Outcomes})$

6. Check all information that accurately describes your organization:

- government agency
 private, non-profit organization with 501(c)3 status, no government contract
 private, non-profit organization with 501(c)3 status, with government contract
 none of the above

7. Describe your organization – check all that apply:

- open admission shelter spay/neuter organization only

other (specifically and fully describe) _____

8. Is your organization available for onsite visits and inspections from the public and this Committee?

- yes What are your hours of operation? **Monday thru Friday 8am-5pm**
 no Please explain. _____

Section IV. Description of Project

1. The project for which you are seeking funding is:
 new program existing program shelter animals
2. Target Animal Population and amount for funding request

Target Animal Population	Funding Request Amount
<input checked="" type="checkbox"/> Public Spay/Neuter Program for Dogs and Domesticated Cats	\$ <u>5,000.00</u>
<input type="checkbox"/> Free-Roaming (Feral) Cat Spay/Neuter Program	\$ _____
<input checked="" type="checkbox"/> Spay/Neuter of animals shelter for adoption (Committee will make decision of availability of funds at final review of applications)	\$ <u>5,000.00</u>

Please note: Funds are designated for sterilization costs only. Purchase of equipment, vaccinations, travel or other ancillary costs will not be funded.

3. Use a separate sheet of paper to describe the program. **Do not exceed two 8 1/2 x 11 single spaced typewritten pages.** Type: Arial or Times New Roman, 12 point size, one inch margins. (50 points A & B)
- A. Describe the project(s) for which you are requesting funding.
- B. Include the number of animals to be served by this project.
- C. Describe how you will raise awareness in the community of:
- Spaying and neutering
 - Pet friendly license plate
- (20 points)
- D. Describe the segment of population to be served by the program (animal and human) (20 points).

These total 90 points
Section V. Enclosures

The following enclosures **MUST** accompany your application to be considered:

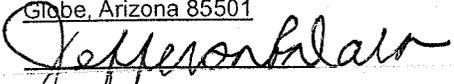
1. The organization and the executive and management staff in charge of the project. A list of the Board of Directors and other volunteer organizational leadership, if you are a non-profit organization (list of names and contact information).
2. A letter signed by the executive in charge that all veterinarians working on the project have and maintain a current State of Arizona veterinary license throughout the project.
3. If you are applying for funding for a free-roaming (feral) program include a statement verifying that the cats are ear-tipped and given a rabies vaccination.
4. A copy of the organization's 501(c)3 determination letter, if you are a non-profit organization.
5. The end of year (2015) balance sheet for Non-Profit organizations. Government agencies must provide the portion of their budget that states what their organization has allocated to animal control/shelter services.
6. A letter from the appropriate official guaranteeing that the funds will be used specifically for the purpose requested only.
7. Project Coordinator name, phone number and email address to be published on the azpetplates.org web site.

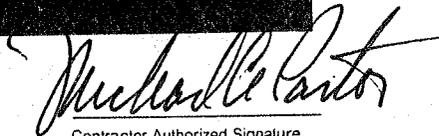
Please send three complete packets of information (original and two copies of all enclosures identified) for each project applying for by: **August 31, 2016**
To the following address:

Arizona Companion Animals Spay and Neuter Committee
c/o Annette Lagunas
Committee Chair

2500 S 27th Ave
Phoenix, AZ 85009

Gila County Animal Control
Contractor Name
1400 East Ash Street
Globe, Arizona 85501


Jefferson R. Dalton
Deputy Gila County Attorney
Civil Bureau Chief


Contractor Authorized Signature
Michael A. Pastor
Chairman, Board of Supervisors



GILA COUNTY DIVISION of HEALTH & EMERGENCY MANAGEMENT

5515 South Apache Ave., Suite 100, Globe, AZ 85501

PHONE: (928) 402-8811 FAX: (928) 425-0794

Below is a list of the Current members of the Gila County Board of Supervisors

Michael A. Pastor, Chairman of the Board

District 2

Office: Gila County Courthouse

1400 E. Ash Street, Globe, Arizona 85501

Phone:(928) 402-8753

Fax:(928) 402-0190

mpastor@gilacountyaz.gov

Tommie Cline Martin, Vice Chair

District 1

Office: Gila County Complex

610 E HWY 260, Payson, Arizona 85547

Phone:(928) 474-2029

Fax:(928) 474-0802

tmartin@gilacountyaz.gov

John D. Marcanti, Member

District 3

Office: Gila County Courthouse

1400 E. Ash Street, Globe, Arizona 85501

Phone :(928) 402-8726

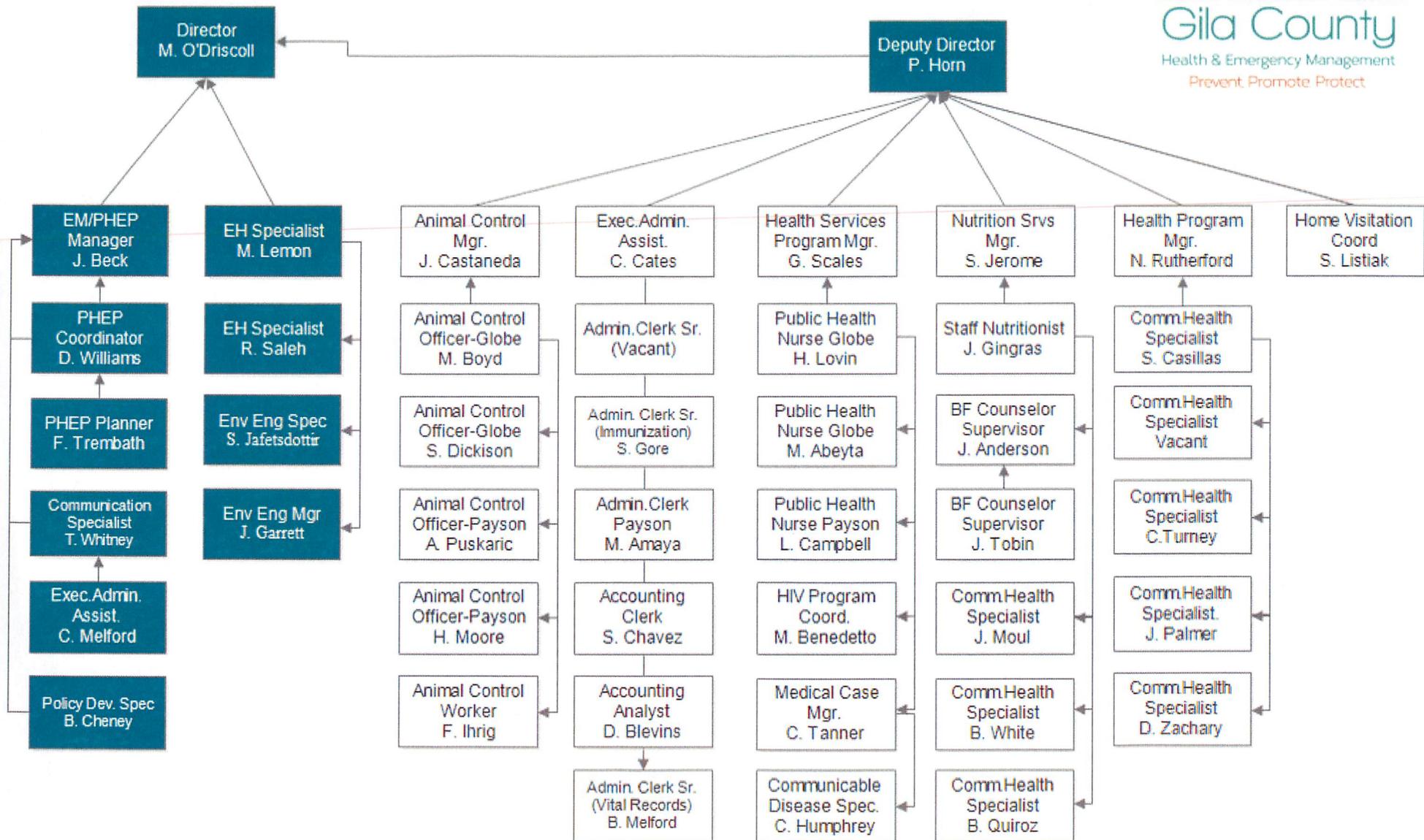
Fax :(928) 402-8882

jmarcanti@gilacountyaz.gov

Reasonable accommodations for persons with disabilities may be requested.

Countywide TTY (928) 425-0839

Gila County Division of Health & Emergency Management Organizational Chart



Reports to M. O'Driscoll

Reports to Deputy Director P. Horn



GILA COUNTY DIVISION of HEALTH & EMERGENCY MANAGEMENT

5515 South Apache Ave., Suite 100, Globe, AZ 85501

PHONE: (928) 402-8811 FAX: (928) 425-0794

May 27, 2016

Arizona Companion Animals Spay and Neuter Committee
C/o Chairman Annette Lagunas
Executive Director, Human Society of Yuma
4050 S. Ave 4 1/2 E
Yuma, AZ 85365

Ms. Annette Lagunas,

This Letter is to assure that the \$10,000.00 requested in the application shall only be used for the specific purpose requested only.

The services provided by this fund will pay for approximately 50 spay/neuters for both dogs and cats, male and female. This service is sorely needed in Gila County. It is my understanding that the veterinarian who will be performing the spay/neuter operations for this grant is DVM Sheena Christensen, license #6307.

Sincerely,

Michael J. O'Driscoll

Michael O'Driscoll,
Director Health & Emergency Management



To whom it may concern,

The Humane Society of Central Arizona (HSCAZ) is pleased to offer their support to Gila County regarding spay and neuter services, including grant opportunities. We are willing to offer our mobile clinic on a bi-monthly basis to provide spay and neuter services to members of the community at an affordable rate.

The Veterinarian available to perform spay/neuter surgeries is DVM Sheena Christensen, license #6307, who graduated from Iowa State in 2011. Dr. Sheena has been providing affordable spay/neuter services to the Payson community, as well being HSCAZ's Veterinarian for over a year now. She is able to provide 15 surgeries a day. Aside from Dr. Sheena, we have an experienced Veterinary Technician and 2 Veterinary Assistants that will be present for all surgeries provided to the public.

If you have any questions, please feel free to contact me directly. I can be reached at (928) 474-5590 ext. 105.

Chandra Cushman

Chandra Cushman
Executive Director

May 30th, 2016

“Because They Matter”...respect, grace, compassion and love for the animals who share our journey.

605 W. Wilson Ct., Payson AZ 85541; Mailing Address: PO Box 242, Payson, AZ 85547; Phone: 928 474-5590 Fax: 928 474-4341
hs@humanesocietycentralaz.org www.humanesocietycentralaz.org

Proforma Budget Report

Through Date: 7/14/2016

Account Number	Fiscal Year Amended Budget	Y-T-D Amount	%Used	Proforma Amount	% Used
Fund: 1009 Rabies Control					
Department: 404 Health					
Account Classification: 1 Personnel Services					
4010-10 Salaries and wages Regular salaries and wages	\$187,083.00	\$169,890.70	91%	\$163,615.05	87%
4010-20 Salaries and wages Temporary wages	\$0.00	\$2,550.00	+++	\$2,455.79	+++
4010-30 Salaries and wages Part time salaries	\$3,132.00	\$0.00	0%	\$0.00	+++
4010-50 Salaries and wages Overtime	\$0.00	\$36.21	+++	\$34.86	+++
4020-10 Employee benefits Social security contributions	\$11,793.00	\$9,796.45	83%	\$9,434.56	80%
4020-11 Employee benefits Medicare contributions	\$2,758.00	\$2,291.15	83%	\$2,206.50	80%
4020-20 Employee benefits Arizona state retirement	\$21,459.00	\$19,441.22	91%	\$18,723.04	87%
4020-30 Employee benefits Health insurance	\$47,870.00	\$39,214.47	82%	\$37,765.89	79%
4020-41 Employee benefits Workers' compensation insurance	\$2,647.00	\$2,340.02	88%	\$2,253.55	85%
4020-89 Employee benefits Other	\$0.00	\$0.00	+++	\$0.00	+++
1 Personnel Services Totals:	\$276,742.00	\$245,560.22	89%	\$236,489.23	85%
Account Classification: 45 Miscellaneous					
4340-81 Miscellaneous Misc Prior Yrs Corrections	\$0.00	\$0.00	+++	\$0.00	+++
4990-00 Coding Corrections/Refunds	\$0.00	\$0.00	+++	\$0.00	+++
45 Miscellaneous Totals:	\$0.00	\$0.00	+++	\$0.00	+++
Account Classification: 2 Operating Expenses					
4100-10 Supplies Office supplies	\$3,000.00	\$1,314.79	44%	\$1,266.22	42%
4110-10 Operating supplies Agricultural/landscaping	\$0.00	\$0.00	+++	\$0.00	+++
4110-20 Operating supplies Food	\$2,500.00	\$711.77	28%	\$685.47	27%
4110-30 Operating supplies Drugs and medicine	\$2,500.00	\$1,615.53	65%	\$1,555.85	62%
4110-40 Operating supplies Laboratory	\$200.00	\$252.00	126%	\$242.69	121%
4110-50 Operating supplies Cleaning and sanitation	\$2,500.00	\$2,683.42	107%	\$2,584.27	103%
4110-60 Operating supplies Fuel, oil, and lubricants	\$0.00	\$71.97	+++	\$69.28	+++
4110-61 Operating supplies Oxygen and chemicals	\$0.00	\$0.00	+++	\$0.00	+++
4110-80 Operating supplies Clothing, uniforms	\$1,500.00	\$1,070.54	71%	\$1,030.98	69%
4110-81 Operating supplies Safety apparel	\$0.00	\$0.00	+++	\$0.00	+++
4110-85 Operating supplies Safety supplies	\$1,200.00	\$0.00	0%	\$0.00	+++
4110-99 Operating supplies Other	\$3,000.00	\$2,955.61	99%	\$2,846.42	95%
4120-10 Equipment and furniture Equipment under \$1000	\$0.00	\$42.22	+++	\$40.62	+++
4120-20 Equipment and furniture Office furniture under \$1000	\$0.00	\$151.60	+++	\$146.00	+++

Proforma Budget Report

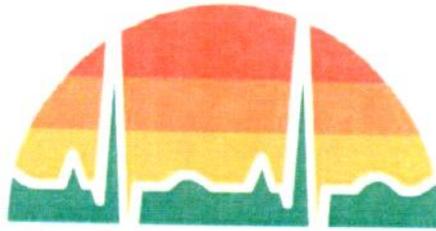
Through Date: 7/14/2016

Account Number	Fiscal Year Amended Budget	Y-T-D Amount	%Used	Proforma Amount	% Used
Fund: 1009 Rabies Control					
Department: 404 Health					
4120-30 Equipment and furniture Shop tools & equip under \$1000	\$0.00	\$0.00	+++	\$0.00	+++
4120-35 Equipment and furniture Computers/Laptops under \$1000	\$0.00	\$0.00	+++	\$0.00	+++
4120-36 Equipment and furniture Communications under \$1000	\$0.00	\$0.00	+++	\$0.00	+++
4130-60 Repair and maintenance supplies Motor vehicle repair	\$0.00	\$0.00	+++	\$0.00	+++
4130-61 Repair and maintenance supplies Vehicle Supplies	\$0.00	\$0.00	+++	\$0.00	+++
4130-62 Repair and maintenance supplies Auto parts/supplies	\$0.00	\$0.00	+++	\$0.00	+++
4130-63 Repair and maintenance supplies Vehicle maintenance supplies	\$0.00	\$0.00	+++	\$0.00	+++
4140-20 Controlled Assets Fixed structures \$1000 to \$4999.	\$0.00	\$0.00	+++	\$0.00	+++
4140-35 Controlled Assets Computer/Lptps \$1000 to \$4999.99	\$1,500.00	\$0.00	0%	\$0.00	+++
4140-40 Controlled Assets Machin & equip \$1000 to \$4999.99	\$0.00	\$1,002.14	+++	\$965.10	+++
4200-10 Other services and charges General services	\$500.00	\$231.50	46%	\$222.94	45%
4200-50 Other services and charges Credit card service charge	\$0.00	\$0.00	+++	\$0.00	+++
4210-50 Professional services Medical	\$0.00	\$0.00	+++	\$0.00	+++
4210-59 Professional services Veterinarian expense	\$22,081.00	\$9,039.75	41%	\$8,705.80	39%
4210-60 Professional services Software	\$3,900.00	\$16,720.00	429%	\$16,102.34	413%
4210-70 Professional services Architectural and engineering	\$0.00	\$0.00	+++	\$0.00	+++
4210-99 Professional services Other	\$0.00	\$0.00	+++	\$0.00	+++
4220-20 Utilities Natural gas	\$0.00	\$0.00	+++	\$0.00	+++
4220-30 Utilities Water	\$0.00	\$0.00	+++	\$0.00	+++
4230-10 Communications Telephone	\$7,000.00	\$6,799.49	97%	\$6,548.32	94%
4230-30 Communications Postage/Freight Expense	\$2,500.00	\$2,594.58	104%	\$2,498.72	100%
4240-10 Travel and Transportation Travel expenses -- employees	\$1,500.00	\$6,089.30	406%	\$5,864.35	391%
4240-20 Travel and Transportation Same day meal	\$0.00	\$0.00	+++	\$0.00	+++
4260-99 Advertising Other	\$0.00	\$0.00	+++	\$0.00	+++
4270-10 Printing and microfilming Printing	\$0.00	\$3,721.09	+++	\$3,583.61	+++
4270-20 Printing and microfilming Binding	\$0.00	\$0.00	+++	\$0.00	+++
4280-60 Insurance Malpractice	\$0.00	\$0.00	+++	\$0.00	+++
4290-10 Operating Leases and Rentals Office equipment	\$0.00	\$0.00	+++	\$0.00	+++
4290-60 Operating Leases and Rentals Buildings and grounds	\$9,600.00	\$19,200.00	200%	\$18,490.75	193%
4290-80 Operating Leases and Rentals Autos and trucks	\$28,000.00	\$24,635.43	88%	\$23,725.40	85%
4290-99 Operating Leases and Rentals Other	\$31,200.00	\$31,200.00	100%	\$30,047.46	96%

Proforma Budget Report

Through Date: 7/14/2016

Account Number	Fiscal Year Amended Budget	Y-T-D Amount	%Used	Proforma Amount	% Used
Fund: 1009 Rabies Control					
Department: 404 Health					
4300-20 Repair and maintenance Office equipment	\$250.00	\$244.73	98%	\$235.68	94%
4300-50 Repair and maintenance Medical & laboratory equipment	\$0.00	\$0.00	+++	\$0.00	+++
4300-60 Repair and maintenance Buildings	\$1,000.00	\$0.00	0%	\$0.00	+++
4310-99 Aid to other governments Other	\$0.00	\$0.00	+++	\$0.00	+++
4330-10 Interest Registered warrants	\$0.00	\$0.00	+++	\$0.00	+++
4340-30 Miscellaneous Dues, memberships, subscriptions	\$180.00	\$129.95	72%	\$125.12	70%
4340-41 Miscellaneous Credit card No Doc	\$0.00	\$0.00	+++	\$0.00	+++
4340-61 Miscellaneous Employee training	\$2,500.00	\$1,624.00	65%	\$1,563.99	63%
4340-70 Miscellaneous Use tax and assessments	\$400.00	\$106.31	27%	\$102.38	26%
4340-98 Miscellaneous Contingency Reserve	\$0.00	\$0.00	+++	\$0.00	+++
4340-99 Miscellaneous Other	\$1,000.00	\$965.00	97%	\$929.33	93%
2 Operating Expenses Totals:	\$129,511.00	\$135,172.72	104%	\$130,179.08	101%
Account Classification: 6 Capital					
4540-50 Machinery and Equipment Data processing	\$0.00	\$0.00	+++	\$0.00	+++
6 Capital Totals:	\$0.00	\$0.00	+++	\$0.00	+++
Department: 404 Health Totals:	\$406,253.00	\$380,732.94	94%	\$366,668.31	90%
Fund Totals: Rabies Control	\$406,253.00	\$380,732.94	94%	\$366,668.31	90%
Grand Totals:	\$406,253.00	\$380,732.94	94%	\$366,668.31	90%



Gila County

Health & Emergency Management

Prevent Promote Protect

GILA COUNTY DIVISION of HEALTH & EMERGENCY MANAGEMENT

5515 South Apache Ave., Suite 100, Globe, AZ 85501

PHONE: (928) 402-8811 FAX: (928) 425-0794

Project Coordinator

(To be published on the azpetplates.org web site)

John Castaneda

Gila County Animal Control, Manager

(928-402-8873)

jccastaneda@gilacountyaz.gov

COUNTY ATTORNEY'S COMMENT

DATE: August 10, 2016

TO: Health and Emergency Management Division

FROM: County Attorney's Office

RE: Grant application to the Arizona Animal Spay and neuter Committee requesting \$10,000 to be used for a low cost spay/neuter program in Gila County.

There is a conflict in the information provided concerning the estimated cost for each spay or neuter. The letter to the Arizona Companion Animals Spay and Neuter Committee states that the \$10,000 requested will pay for "approximately 50 spay/neuters for both dogs and cats, male and female." That is \$200 each. But the application states that the average cost per surgery is \$25 for a cat and \$65 for a dog.

ARF-3890

Consent Agenda Item 4. E.

Regular BOS Meeting

Meeting Date: 08/15/2016

Reporting Period: June 2016

Submitted For: Tony McDaniel, Payson Regional Constable

Submitted By: Michelle Keegan, Constable Clerk

Information

Subject

Payson Regional Constable's Office Monthly Report for June 2016.

Suggested Motion

Acknowledgment of the June 2016 monthly activity report submitted by the Payson Regional Constable's Office.

Attachments

Payson Regional Constable's Office monthly activity report for June 2016

Terry Phillips
Deputy Constable



Michelle Keegan
Clerk of the Constable

Office of
Payson Regional Constable
Tony McDaniel

June 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

Terry Phillips
Deputy Constable



Michelle Keegan
Clerk of the Constable

Office of
Payson Regional Constable
Tony McDaniel

July 1, 2016

Gila County Board of Supervisors
Gila County Courthouse
1400 East Ash Street
Globe, Arizona 85501

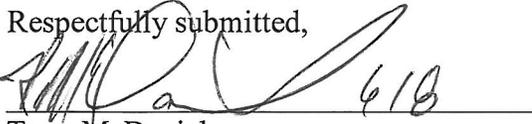
PAYSON REGIONAL CONSTABLE'S OFFICE MONTHLY ACTIVITY LETTER

For the month of **June, 2016**, the Payson Regional Constable's Office:

- ◆ Received a total of **93** papers for service
- ◆ Warrant service attempts – **124** warrants, contacts made – **30**, Warrants Cleared – **11**
- ◆ Drove a total of **1,714.7** miles
- ◆ Collected a total of **\$1,500.40** as follows:

• Check Total	\$592.00
• Cash Total	<u>\$908.40</u>
• Total Deposited	\$1,500.40
• Less Writ Fee (3 @ \$5.00/each) Collected	<u>(\$ 15.00)</u>
• Paid to General Fund	\$1,485.40
• 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>\$2,360.40</u>

Respectfully submitted,



Tony McDaniel
Payson Regional Constable
Gila County, Payson, Arizona

Terry Phillips
Deputy Constable



Michelle Keegan
Clerk of the Constable

Office of
Payson Regional Constable
Tony McDaniel

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	100	1,085	\$1,792.20	\$875.00	\$2,354.20
MARCH	120	1,210.8	\$1,431.00	\$875.00	\$2,306.00
APRIL	117	1,967	\$1,837.90	\$875.00	\$2,712.90
MAY	78	1,442.6	\$1,730.40	\$875.00	\$2605.40
JUNE	93	1,714.7	\$1,500.40	\$875.00	\$2,375.40
YEAR TOTAL:	1,621	14,241.1	\$16,326.74	\$10,500.00	\$26,826.74



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>
Barry A Standifird PC,	1606PR016	06/02/16	890	96.00

				96.00
Bell, William Dean	1606PR033	06/13/16	907	40.00

				40.00
Collins & Collins LLP,	1606PR065	06/24/16	916	40.00
	1606PR066	06/24/16	917	40.00
	1606PR069	06/27/16	920	40.00

				120.00
Culp, Oscar Andrew	1606PR053	06/22/16	911	40.00

				40.00
DL Investigations & Att Supt,	1606PR005	06/01/16	887	40.00
	1606PR006	06/01/16	888	40.00
	1606PR007	06/01/16	889	40.00

				120.00
Daniels, Dianne C	1606PR029	06/10/16	902	40.00

				40.00
George Henry Plumbing,	1606PR068	06/27/16	919	40.00

				40.00
Huddlestun, Tiffany Crystal	1606PR036	06/14/16	900	40.00
	1606PR037	06/14/16	901	40.00

				80.00
Johnson, Jeffery Michael	1606PR050	06/21/16	910	200.00

				200.00
Krimsky, David	1606PR072	06/27/16	922	56.00

				56.00

Lloyd Law Group PLLC,	1606PR075	06/29/16	924	40.00

				40.00
Longenbaugh, Geraldine Ann	1606PR067	06/27/16	918	40.00

				40.00
Mouritsen, Carolyn Sue	1606PR003	06/01/16	886	56.00

				56.00
Quinonez, Carolyn	1606PR048	06/20/16	908	40.00
	1606PR049	06/20/16	909	24.00

				64.00
R & H Boulder & Granite LLC,	1606PR031	06/13/16	903	48.00
	1606PR031	06/13/16	904	29.00
	1606PR032	06/13/16	905	48.00
	1606PR032	06/13/16	906	29.00

				154.00
Rabb & Rabb PLLC,	1606PR084	06/30/16	925	40.00

				40.00
Simko, Cynthia Delynn	1606PR018	06/06/16	899	40.00

				40.00
Solberg, Eugene V	1606PR073	06/28/16	923	40.00

				40.00
Szabo, Ingrid	1606PR058	06/24/16	912	40.00
	1606PR058	06/27/16	913	34.40

				74.40
Vindici, David S	1606PR071	06/27/16	921	40.00

				40.00
Williams, Calvin Lee	1606PR062	06/21/16	914	40.00
	1606PR063	06/24/16	915	40.00

				80.00

Total Cash Received:	1500.40
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Report Includes:

All transaction dates between `06/01/16` and `06/30/16`, 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>	
Amended Order of Protection	1	1	100.00	0	0.00	0	0.00
Child Custody Packet	1	0	0.00	1	100.00	0	0.00
Criminal Subpoena	29	1	3.45	27	93.10	1	3.45
Civil Summons	1	0	0.00	1	100.00	0	0.00
Civil Subpoena	2	0	0.00	2	100.00	0	0.00
Divorce Packet	1	1	100.00	0	0.00	0	0.00
Guardianship Papers	1	0	0.00	1	100.00	0	0.00
Injunction Against Harassment	6	0	0.00	6	100.00	0	0.00
Injunction Against Wrkplc Harr	3	0	0.00	3	100.00	0	0.00
Notice and Summons	1	0	0.00	1	100.00	0	0.00
Notice	2	0	0.00	2	100.00	0	0.00
Notice to Appear; Petition	6	0	0.00	6	100.00	0	0.00
Order of Protection	17	3	17.65	14	82.35	0	0.00
Order to Show Cause	1	0	0.00	1	100.00	0	0.00
Summons and Complaint	4	0	0.00	4	100.00	0	0.00
Subpoena Duces Tecum	5	0	0.00	5	100.00	0	0.00
Summons Forcible Detainer	3	0	0.00	3	100.00	0	0.00
Criminal Summons	6	0	0.00	5	83.33	1	16.67
Writ of Execution	1	0	0.00	0	0.00	1	100.00
Writ of Restitution	2	0	0.00	2	100.00	0	0.00
Totals	93	6	6.45	84	90.32	3	3.23

Report Includes:

All receive dates between `00:00:00 06/01/16` and `23:59:59 06/30/16`, 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: Aka, Solon A.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
103 W Pinon Cir, Payson	McDaniel, R A	Solon Abram Aka	YES
Time/Date: 17:05:00 06/20/16			
103 W Pinon Cir, Payson	McDaniel, R A	Solon Abram Aka	YES
Time/Date: 17:05:00 06/20/16			

To Be Served: Alvarez, Armando

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
358 E Roeser; unit 287, Phoenix	Michelle Keegan		NO
Time/Date: 13:00:00 06/17/16			
358 E Roeser; unit 287, Phoenix	Michelle Keegan		NO
Time/Date: 13:30:00 06/17/16			

To Be Served: Amon, Mary J.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
93 E Rainbow Drive, Star Valley	McDaniel, R A		NO
Time/Date: 12:30:00 06/20/16			
1103 N BEELINE HWY, Payson	McDaniel, R A		NO
Time/Date: 12:45:00 06/20/16			
93 E Rainbow Drive, Star Valley	McDaniel, R A	Mary Jane Amon	YES
Time/Date: 14:25:00 06/20/16			

To Be Served: Babcock, Leslie A.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1008 S MARIPOSA CIR, Payson	McDaniel, R A	Cole Babcock	YES
Time/Date: 15:54:00 06/22/16			

To Be Served: Banner Payson Medical Center

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
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807 S Ponderosa St, Payson	McDaniel, R A	Jennifer Barker	YES
Time/Date: 09:52:00 06/02/16			

To Be Served: Barker, Thomas M.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
800 E Oxbow Circle, Payson	McDaniel, R A		NO
Time/Date: 09:30:00 06/22/16			
816 E LONE PINE CIR, Payson	McDaniel, R A		NO
Time/Date: 09:35:00 06/22/16			
107 N TONTO ST, Payson	McDaniel, R A	Thomas M Barker	YES
Time/Date: 09:55:00 06/22/16			

To Be Served: Benites, Frank

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
3368 W State Ave, Phoenix	McDaniel, R A		NO
Time/Date: 15:28:00 06/06/16			
3368 W State Ave, Phoenix	McDaniel, R A		NO
Time/Date: 14:37:11 06/07/16			
3368 W State Ave, Phoenix			NO
Time/Date: 14:38:26 06/09/16			

To Be Served: Beutler, Beth

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
502 W JONES DR, Payson	McDaniel, R A		NO
Time/Date: 16:00:00 06/15/16			
502 W JONES DR, Payson	McDaniel, R A	Beth Beutler	YES
Time/Date: 09:23:00 06/16/16			

To Be Served: Burghart, Jacob C.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
219 E BUTCHER HOOK DR; BUTCHER HOOK, Tonto Basin	Phillips, T R	Jacob C Burghart	YES
Time/Date: 14:50:00 06/03/16			

To Be Served: Butler, Brian E.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
3696 E AZ HIGHWAY 260; unit A5, Star Valley	Phillips, T R	vacant/posted	YES
Time/Date: 12:05:00 06/13/16			

To Be Served: Chambers, Thomas W.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
200 N TONTO ST, Payson	McDaniel, R A	Thomas W Chambers	YES
Time/Date: 16:00:00 06/27/16			

To Be Served: Christenson, Michaeline K.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
119 Chuck Wagon Trail, Lot 155, Gisela, Payson	McDaniel, R A	Michaeline Christenson	YES
Time/Date: 15:38:00 06/08/16			

To Be Served: Claiborne, Darrell D. III

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
605 W JOHNSON DR, Payson	Phillips, T R	Darrell Duane Claiborne III	YES
Time/Date: 11:00:00 06/10/16			

To Be Served: Culp, Oscar A.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1115 N Monte Rosa Lane, Payson	McDaniel, R A		NO
Time/Date: 16:35:00 06/06/16			
1115 N Monte Rosa Lane, Payson	McDaniel, R A	Oscar Culp	YES
Time/Date: 08:05:00 06/07/16			

To Be Served: Davis, Crystal G.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
3760 Hwy 260 Sp #18, Star Valley	McDaniel, R A	Left @ Residence on Wood Stove	YES
Time/Date: 11:39:00 06/13/16			

To Be Served: Denham, Aaron S.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
945 S Revere, Mesa	Michelle Keegan		NO
Time/Date: 14:31:00 06/01/16			
945 S Revere, Mesa	Michelle Keegan		NO
Time/Date: 14:31:00 06/01/16			
945 S Revere, Mesa		Kayla Taylor	YES
Time/Date: 19:00:00 06/02/16			
945 S Revere, Mesa		Kayla Taylor	YES
Time/Date: 19:00:00 06/02/16			

To Be Served: DeRango, Robert

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
201 North Colcord Road, Payson	McDaniel, R A	DPS Clipboard	YES
Time/Date: 12:24:00 06/23/16			

To Be Served: Dirks, Brian

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
108 W Main St, Payson	McDaniel, R A	GCSO Clipboard	YES
Time/Date: 11:12:00 06/23/16			

To Be Served: Edgar, Monique N.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
203 E AERO DR; TIME OUT SHELTER, Payson	McDaniel, R A		NO
Time/Date: 10:30:00 06/24/16			
203 E AERO DR; TIME OUT SHELTER, Payson	McDaniel, R A		NO
Time/Date: 10:40:00 06/24/16			
1117 E CHRISTOPHER CREEK LOOP, Payson	McDaniel, R A	Monique Nuwesra Edgar	YES
Time/Date: 11:14:00 06/24/16			

To Be Served: Ellis, Glynn O.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
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15044 E Montgomery Rd, Scottsdale

Michelle Keegan

NO

Time/Date: 17:46:00 06/02/16**To Be Served:** Engler, Donald B.**Service Attempt****Attempted By****Served On****Svd?**

303 N Beeline Hwy, Payson

McDaniel, R A

PPD Clipboard

YES

Time/Date: 10:50:00 06/02/16**To Be Served:** Eskew, James A.**Service Attempt****Attempted By****Served On****Svd?**

904 S PONDEROSA ST, Payson

McDaniel, R A

James A Eskew

YES

Time/Date: 10:46:00 06/30/16**To Be Served:** Flores, Devon**Service Attempt****Attempted By****Served On****Svd?**

917 W WAGON TRL, Payson

McDaniel, R A

NO

Time/Date: 10:30:00 06/02/16

917 W WAGON TRL, Payson

Phillips, T R

NO

Time/Date: 12:31:00 06/06/16

917 W WAGON TRL, Payson

Phillips, T R

Devon Flores

YES

Time/Date: 12:40:00 06/06/16**To Be Served:** Ford, Amanda**Service Attempt****Attempted By****Served On****Svd?**

501 E BONITA ST, Payson

McDaniel, R A

Amanda Ford

YES

Time/Date: 15:36:00 06/29/16**To Be Served:** Fulton, Tawny**Service Attempt****Attempted By****Served On****Svd?**

16420 N Thompson Peak Pkwy, Scottsdale

McDaniel, R A

NO

Time/Date: 12:45:00 06/10/16

16420 N Thompson Peak Pkwy, Scottsdale

Michelle Keegan

NO

Time/Date: 09:30:00 06/17/16

16420 N Thompson Peak Pkwy, Scottsdale

Michelle Keegan

NO

Time/Date: 09:35:00 06/17/16**To Be Served:** Gonzales, Enrique F. Jr**Service Attempt****Attempted By****Served On****Svd?**

300 W CORRAL DR, Payson

McDaniel, R A

Enrique Gonzales

YES

Time/Date: 14:09:00 06/24/16**To Be Served:** Gould, Christopher**Service Attempt****Attempted By****Served On****Svd?**

504 E ALPINE DR, Payson

Phillips, T R

Christopher Gould

YES

Time/Date: 10:25:00 06/14/16**To Be Served:** Gray, David W.**Service Attempt****Attempted By****Served On****Svd?**

806 S PONY CIR, Payson

Phillips, T R

David Gray

YES

Time/Date: 15:40:00 06/09/16**To Be Served:** Green, William E.**Service Attempt****Attempted By****Served On****Svd?**

5431 W SQUIRREL RD, Pine

McDaniel, R A

William E Green

YES

Time/Date: 11:40:00 06/02/16**To Be Served:** Greenburg, James**Service Attempt****Attempted By****Served On****Svd?**

716 N FOOTHILLS EAST CIR, Payson

McDaniel, R A

James Greenberg

YES

Time/Date: 11:06:00 06/30/16**To Be Served:** Hagenian, Chris**Service Attempt****Attempted By****Served On****Svd?**

100 N TONTO ST, Payson

McDaniel, R A

NO

Time/Date: 11:00:00 06/15/16

600 E HIGHWAY 260; unit 8, Payson

McDaniel, R A

Chris Hagenian

YES

Time/Date: 13:20:00 06/15/16

To Be Served: Hamilton, Shawn D.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1100 E SOUTH ST, Globe	Michelle Keegan		NO

Time/Date: 15:55:00 06/17/16

369 E SPRINGDALE DR, Star Valley	Michelle Keegan		NO
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Time/Date: 08:13:00 06/20/16

108 W MAIN ST, Payson	McDaniel, R A	Shawn D Hamilton	YES
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Time/Date: 09:43:00 06/20/16

To Be Served: Hansen, Michael

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
303 N Beeline Highway, Payson	McDaniel, R A	PPD Clipboard	YES

Time/Date: 10:50:00 06/02/16

To Be Served: Harrington, Kim R.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
278 E PAUL DR, Payson	McDaniel, R A		NO

Time/Date: 15:13:00 06/24/16

435 W ELEANOR DR, Payson	McDaniel, R A	Kim R Harrington	YES
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Time/Date: 17:17:00 06/24/16

To Be Served: Hassler, Adam F.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1115 N GILA DR, Payson	Phillips, T R		NO

Time/Date: 11:15:00 06/10/16

93 E Rainbow Dr, Star Valley	Phillips, T R		NO
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Time/Date: 11:18:00 06/10/16

93 E Rainbow Dr, Star Valley	Phillips, T R		NO
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Time/Date: 11:20:00 06/10/16

600 S PONDEROSA ST, Payson	McDaniel, R A		NO
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Time/Date: 15:40:00 06/10/16

604 W SADDLE LN, Payson

McDaniel, R A

NO

Time/Date: 15:53:00 06/10/16

93 E Rainbow Dr, Star Valley

McDaniel, R A

NO

Time/Date: 16:28:00 06/10/16

#8 Fifth Ave, Pocasset

McDaniel, R A

NO

Time/Date: 14:40:32 06/13/16

To Be Served: Henley, Patricia M.

Service Attempt

Attempted By

Served On

Svd?

603 S PONDEROSA ST, Payson

McDaniel, R A

NO

Time/Date: 10:35:00 06/21/16

603 S PONDEROSA ST, Payson

McDaniel, R A

Patricia M Henley

YES

Time/Date: 10:55:00 06/21/16

To Be Served: Higginbotham, Robert E.

Service Attempt

Attempted By

Served On

Svd?

910 S Pineview St, Payson

McDaniel, R A

Robert E Higginbotham

YES

Time/Date: 09:45:00 06/30/16

To Be Served: Ingram, Carrie A.

Service Attempt

Attempted By

Served On

Svd?

Flowing Springs Road, 1.7 miles in from SR87, Payson

McDaniel, R A

Carrie A Ingram

YES

Time/Date: 11:53:00 06/23/16

To Be Served: Joerns, Mark

Service Attempt

Attempted By

Served On

Svd?

McDaniel, R A

YES

Time/Date: 13:09:00 06/20/16

To Be Served: Joerns, Ryan

Service Attempt

Attempted By

Served On

Svd?

1607 W MESA DR, Payson

McDaniel, R A

Ryan Joerns

YES

Time/Date: 13:09:00 06/20/16

To Be Served: Johansson, Eric S.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
202 E AIRLINE BLVD, Payson	McDaniel, R A	Eric Sean Johansson	YES
Time/Date: 17:20:00 06/16/16			

To Be Served: Johnson, Joey

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
303 N Beeline, Payson	McDaniel, R A	Joey Johnson	YES
Time/Date: 11:20:00 06/15/16			

To Be Served: Juliano, Justin M.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
108 W MAIN ST, Payson	McDaniel, R A	Justin M Juliano	YES
Time/Date: 09:42:00 06/01/16			
108 W MAIN ST, Payson	McDaniel, R A	Justin M Juliano	YES
Time/Date: 09:42:00 06/01/16			

To Be Served: Kinnaman, kaitlyn R.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
5431 W SQUIRREL RD, Pine	McDaniel, R A	Kaitlyn R Kinnaman	YES
Time/Date: 11:40:00 06/02/16			

To Be Served: Kinnaman, Tamara L.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
5431 W SQUIRREL RD, Pine	McDaniel, R A		NO
Time/Date: 11:01:00 06/02/16			
5431 W SQUIRREL RD, Pine	McDaniel, R A	Tamara L Kinnaman	YES
Time/Date: 11:40:00 06/02/16			

To Be Served: Krieger, Benjamin N.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
211 S CANPAR WAY, Payson	McDaniel, R A		NO

Time/Date: 10:45:00 06/28/16

211 S CANPAR WAY, Payson

McDaniel, R A

Benjamin N Krieger

YES

Time/Date: 15:07:00 06/28/16

To Be Served: Krombeen, Nathan

Service Attempt

Attempted By

Served On

Svd?

201 N Colcord Road, Payson

McDaniel, R A

DPS Clipboard

YES

Time/Date: 12:24:00 06/23/16

To Be Served: Mallon, Michael L.

Service Attempt

Attempted By

Served On

Svd?

208 S MCLANE RD, Payson

McDaniel, R A

NO

Time/Date: 08:02:00 06/10/16

108 W MAIN ST, Payson

McDaniel, R A

Michael Mallon

YES

Time/Date: 10:26:00 06/10/16

To Be Served: Messick, Jacqueline

Service Attempt

Attempted By

Served On

Svd?

2803 E PINEGATE CT, Payson

McDaniel, R A

Jacqueline Messick

YES

Time/Date: 10:03:00 06/30/16

To Be Served: Mouritsen, April N.

Service Attempt

Attempted By

Served On

Svd?

310 E GARRELS DR, Payson

McDaniel, R A

NO

Time/Date: 13:19:00 06/01/16

8188 W APACHE DR, Payson

Phillips, T R

April N Mouritsen

YES

Time/Date: 13:55:00 06/01/16

To Be Served: Mullins, Nathaniel

Service Attempt

Attempted By

Served On

Svd?

303 N Beeline Hwy, Payson

McDaniel, R A

PPD Clipboard

YES

Time/Date: 10:25:00 06/30/16

To Be Served: Papa, Jessica L.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1000 S Ponderosa St, Payson	McDaniel, R A		NO
Time/Date: 10:35:00 06/28/16			
1000 S Ponderosa St, Payson	McDaniel, R A		NO
Time/Date: 09:32:00 06/29/16			
1000 S Ponderosa St, Payson	McDaniel, R A	Jessica L Papa	YES
Time/Date: 10:50:00 06/29/16			

To Be Served: Patterson, Gary L.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
703 E Frontier St #24, Payson	McDaniel, R A		NO
Time/Date: 13:39:00 06/24/16			
1204 S GIBSON CT, Payson	McDaniel, R A	Gary L Patterson	YES
Time/Date: 16:53:00 06/24/16			

To Be Served: Payson Fire Department

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
400 W. Main St., Payson	McDaniel, R A	Chief David Staub	YES
Time/Date: 10:14:00 06/27/16			

To Be Served: Payson Healthcare Management

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
126 E MAIN ST; Ste B, Payson	McDaniel, R A		NO
Time/Date: 10:00:00 06/02/16			
111 W CEDAR LN; Ste A, Payson	McDaniel, R A		NO
Time/Date: 10:03:00 06/02/16			
127 E MAIN ST; Ste B, Payson	McDaniel, R A	Monica Elmer	YES
Time/Date: 10:09:00 06/02/16			

To Be Served: Payson Physical Therapy

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
405 W MAIN ST; Ste D, Payson	McDaniel, R A	Teri Peterson	YES
Time/Date: 16:46:00 06/01/16			

To Be Served: Petite, Robert G.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
892 Tonto Creek Dr/HC1 Box 1132V, Payson	McDaniel, R A	Robert G Petite Sr	YES
Time/Date: 15:50:00 06/08/16			

To Be Served: Pompeo, Jason L.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
17 N EMMETTS WAY; unit 3, Star Valley	McDaniel, R A		NO
Time/Date: 09:25:00 06/28/16			
17 N EMMETTS WAY; unit 3, Star Valley	McDaniel, R A		NO
Time/Date: 10:50:00 06/28/16			
108 W MAIN ST, Payson	Baltz, K A	Jason L Pompeo	YES
Time/Date: 11:37:00 06/28/16			

To Be Served: Powell, Richard A.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
108 W MAIN ST, Payson	McDaniel, R A	Richard A Powell	YES
Time/Date: 09:30:00 06/03/16			

To Be Served: Puskaric, Sally L.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
2067 N Gibson Peak Pl, Payson	McDaniel, R A		NO
Time/Date: 13:08:00 06/24/16			
107 E LONE PINE DR, Payson	McDaniel, R A	Sally L Puskaric	YES
Time/Date: 13:30:00 06/24/16			

To Be Served: Recob, Damian W.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
892 Tonto Creek Dr. 1132V Box 7 Gisela, Payson	McDaniel, R A	Robert G Petite Sr	YES
Time/Date: 15:50:00 06/08/16			

To Be Served: Reid, Nicole M.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
308 E PIMA LN, Payson	McDaniel, R A	Nicole M Reid	YES
Time/Date: 15:25:00 06/27/16			

To Be Served: Roadrunner Rubbish Removal

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
107 W WADE LN; ROADRUNNER TRASH, Payson	McDaniel, R A		NO
Time/Date: 13:15:00 06/21/16			

To Be Served: Root, Michael D.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
814 N GRANITE DR, Payson	McDaniel, R A	Michael D Root	YES
Time/Date: 17:20:00 06/27/16			

To Be Served: Schiller, George W. IV

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
816 W SUMMIT ST, Payson	Phillips, T R		NO
Time/Date: 11:30:00 06/10/16			
715 W SADDLE LN, Payson	Phillips, T R		NO
Time/Date: 11:38:00 06/10/16			
715 W SADDLE LN, Payson	Phillips, T R	George W Schiller IV	YES
Time/Date: 14:05:00 06/13/16			

To Be Served: Scott, William A.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
201 W MAIN ST; unit A, Payson	Phillips, T R		NO
Time/Date: 15:04:00 06/13/16			
3457 Ridge Trail, Pine	McDaniel, R A		NO
Time/Date: 15:35:00 06/13/16			
4615 N PINE CREEK CANYON RD, Pine	McDaniel, R A		NO
Time/Date: 15:45:00 06/13/16			
6230 W PRINCE DR, Pine	Phillips, T R		NO

Time/Date: 15:55:00 06/13/16

201 W MAIN ST; SCOOPS; unit A, Payson Phillips, T R William Andrew Scott YES

Time/Date: 16:30:00 06/13/16

To Be Served: Storm, Richard A.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
3608 Navajo Ln, Pine	Phillips, T R	Richard A Storm	YES

Time/Date: 16:00:00 06/01/16

To Be Served: Teague, Patrick A.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
3760 E Hwy 260 sp 24, Star Valley	McDaniel, R A		NO

Time/Date: 13:54:00 06/24/16

606 S PONDEROSA ST, Payson McDaniel, R A Patrick A Teague YES

Time/Date: 09:19:00 06/27/16

To Be Served: Teteak, Stephen J.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
108 W MAIN ST, Payson	McDaniel, R A	Stephen Teteak	YES

Time/Date: 10:30:00 06/13/16

To Be Served: Thiele, Talisa A.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1138 W Main St apt 1004, Gilbert	McDaniel, R A		NO

Time/Date: 11:24:00 06/10/16

1138 W Main St apt 1004, Gilbert Phillips, T R NO

Time/Date: 12:00:00 06/10/16

1138 W Main St apt 1004, Gilbert McDaniel, R A NO

Time/Date: 12:20:00 06/10/16

107 E BONITA ST; unit 6, Payson Phillips, T R Talisa Ann Thiele YES

Time/Date: 12:35:00 06/10/16

To Be Served: Thompson, Bryon

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
------------------------	---------------------	------------------	-------------

82 N SIDEWINDER TRL, Star Valley	McDaniel, R A		NO
Time/Date: 13:30:00 06/01/16			
82 N SIDEWINDER TRL, Star Valley	Phillips, T R		NO
Time/Date: 15:12:00 06/01/16			
701 E STHY 260; GIANT, Payson	Phillips, T R	Bryon Thompson	YES
Time/Date: 15:20:00 06/01/16			

To Be Served: Town of Payson

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
303 N Beeline Highway, Payson	McDaniel, R A	Sylvia Smith	YES
Time/Date: 10:33:00 06/27/16			
303 N Beeline Highway, Payson	McDaniel, R A	Sylvia Smith	YES
Time/Date: 12:29:00 06/29/16			

To Be Served: Tree Pro LLC

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1009 S MCLANE RD, Payson	McDaniel, R A		NO
Time/Date: 15:25:00 06/10/16			
1009 S MCLANE RD, Payson	McDaniel, R A		NO
Time/Date: 15:30:00 06/10/16			
1009 S MCLANE RD, Payson	McDaniel, R A		NO
Time/Date: 15:48:00 06/10/16			
1009 S MCLANE RD, Payson	McDaniel, R A		NO
Time/Date: 09:20:00 06/13/16			
1009 S MCLANE RD, Payson	McDaniel, R A	Jesse Ewing	YES
Time/Date: 09:34:00 06/13/16			

To Be Served: Tudor, December L.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
8177 W CAMINO REAL, Payson	Phillips, T R		NO
Time/Date: 10:40:00 06/14/16			
8177 W CAMINO REAL, Payson	Phillips, T R		NO

Time/Date: 10:45:00 06/14/16			
8177 W CAMINO REAL, Payson	McDaniel, R A	Gavin Mendibles	YES
Time/Date: 11:45:00 06/15/16			

To Be Served: Tweed, Tanya L.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
110 W AIRPORT RD; unit 23, Payson	McDaniel, R A		NO
Time/Date: 10:30:00 06/29/16			
110 W AIRPORT RD; unit 23, Payson	McDaniel, R A	Tanya L Tweed	YES
Time/Date: 12:44:00 06/29/16			

To Be Served: Umbower, Ashley N.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
110 W Airport Rd #4, Payson	McDaniel, R A		NO
Time/Date: 08:18:00 06/01/16			
606 N BEELINE HWY; CIRCLE K, Payson	McDaniel, R A	Ashley N Umbower	YES
Time/Date: 09:20:00 06/01/16			

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	McDaniel, R A	GCSO Clipboard	YES
Time/Date: 14:49:00 06/24/16			

To Be Served: VanCamp, Matthew C.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
303 N Beeline Hwy, Payson	McDaniel, R A	PPD Clipboard	YES
Time/Date: 10:50:00 06/02/16			

To Be Served: Varga, Colten K.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1205 N MCLANE RD, Payson	McDaniel, R A		NO
Time/Date: 15:45:00 06/15/16			
1308 N EASY ST, Payson	McDaniel, R A		NO

Time/Date: 16:10:00 06/15/16	1205 N MCLANE RD, Payson	McDaniel, R A		NO
Time/Date: 09:40:00 06/16/16	905 S MCLANE RD; unit 3, Payson	McDaniel, R A		NO
Time/Date: 09:55:00 06/16/16	905 S MCLANE RD, Payson	McDaniel, R A		NO
Time/Date: 10:34:00 06/16/16	905 N EASY ST, Payson	McDaniel, R A		NO
Time/Date: 11:00:00 06/16/16	100 W FRONTIER ST, Payson	McDaniel, R A	Colten Kage Varga	YES
Time/Date: 11:05:00 06/16/16				

To Be Served: Vindici, David S.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1100 N Matterhorn, Payson	Michelle Keegan		NO
Time/Date: 15:30:00 06/03/16		David Vindici	YES
10002 N 7th St; unit 1152, Payson			
Time/Date: 14:00:00 06/14/16			
1100 N Matterhorn, Payson	McDaniel, R A		NO
Time/Date: 15:11:00 06/27/16		David S Vindici	YES
714 S BEELINE HWY, Payson	McDaniel, R A		
Time/Date: 16:32:00 06/27/16			

To Be Served: West, Danny W.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
AZDOC ASPC-Eyman, Florence	Phillips, T R		NO
Time/Date: 13:31:00 06/09/16			
AZDOC ASPC-Eyman, Florence	Phillips, T R		NO
Time/Date: 14:21:00 06/09/16			
4374 E Butte Ave; ASPC-EYMAN-MEADOWS Unit, Florence		Danny West	YES
Time/Date: 12:33:00 06/10/16			

Report Includes:

All dates between `00:00:00 06/01/16` and `23:59:59 06/30/16`, 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

June 2016

DATE	MILES DRIVEN BY B-185		MILES DRIVEN BY B-12	
6/1	88.5		65	
6/2	17.6		127.4	
6/3	31.4		68.4	
6/6	27.9		63.5	
6/7	31.5			
6/8	62.1			
6/9	32.6		63.7	
6/10	48.9		72.1	
6/13	76.9		60.3	
6/14	63.4		60.2	
6/15	20.2		89.9	
6/16	59.5			
6/17	35			
6/20	79.9			
6/21	20.7			
6/22	34.3			
6/23	47.6			
6/24	113.8			
6/27	52.2			
6/28	35.5			
6/29	33.4			
6/30	31.3			
DAYS	1044.2	0	670.5	

**Total Miles Driven By
The Constable's Office**

1714.7

June 2016

GILA COUNTY TREASURER'S RECEIPT

GILA COUNTY, ARIZONA

DATE 7/1/16

GRANT # _____

DEPOSIT TO FUND Multiple Funds FUND # _____

REMITTING DEPT Payson Regional Constable's Office

SERVICE RENDERED June 2016

Account Code	Revenue Description	Amount
T9162061	CESTB - writ fees collected	15 00
1005.324.3405.80	Service fees collected	1485 40
	Checks:	
	2198 - 120 ⁰⁰ 2943 - 40 ⁰⁰	
	4640 - 96 ⁰⁰ 2830 - 40 ⁰⁰	
	6592 - 48 ⁰⁰	
	14666 - 48 ⁰⁰	
	1122 - 40 ⁰⁰	
	1096 - 80 ⁰⁰	
	1097 - 40 ⁰⁰	
	2858 - 40 ⁰⁰	
		1500 40

Authorized Signature [Signature] 618 Title PTCO #324

SUMMARY OF DEPOSIT	
Currency	908.00
Coins	.40
Checks	592.00
Total	1500.40

TREASURER By [Signature] 618 Date 7/1/16

ARF-3906

Consent Agenda Item 4. F.

Regular BOS Meeting

Meeting Date: 08/15/2016

Reporting Period: July 2016

Submitted For: Tony McDaniel, Payson Regional Constable

Submitted By: Kimberly Rust, Constable Clerk

Information

Subject

Payson Regional Constable's Office monthly activity report for July 2016.

Suggested Motion

Acknowledgment of the July 2016 monthly activity report submitted by the Payson Regional Constable's Office.

Attachments

July 2016

Terry Phillips
Deputy Constable



Michelle Keegan
Clerk of the Constable

Office of
Payson Regional Constable
Tony McDaniel

July 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

Terry Phillips
Deputy Constable



Michelle Keegan
Clerk of the Constable

Office of
Payson Regional Constable
Tony McDaniel

July 30, 2016

Gila County Board of Supervisors
Gila County Courthouse
1400 East Ash Street
Globe, Arizona 85501

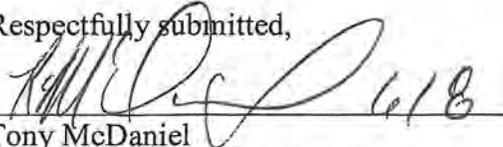
PAYSON REGIONAL CONSTABLE'S OFFICE MONTHLY ACTIVITY LETTER

For the month of **July, 2016**, the Payson Regional Constable's Office:

- ◆ Received a total of **105** papers for service
- ◆ Warrant service attempts – **25** warrants, contacts made – **11**, Warrants Cleared – **5**
- ◆ Drove a total of **2,005.5** miles
- ◆ Collected a total of **\$1,309.00** as follows:

• Check Total	\$547.00
• Cash Total	<u>\$762.00</u>
• Total Deposited	\$1,309.00
• Less Writ Fee (2 @ \$5.00/each) Collected	<u>(\$ 10.00)</u>
• Paid to General Fund	\$1,299.00
• 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>\$2,174.00</u>

Respectfully submitted,


Tony McDaniel
Payson Regional Constable
Gila County, Payson, Arizona



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>
Amaya, Juan	1607PR046	07/12/16	935	40.00
				<hr/> 40.00
Bartlett, Justin Earl	1607PR002	07/05/16	926	56.00
				<hr/> 56.00
Borges Properties LLC,	1607PR033	07/08/16	929	40.00
	1607PR096	07/27/16	950	40.00
				<hr/> 80.00
DL Investigations & Att Supt,	1607PR031	07/08/16	927	40.00
				<hr/> 40.00
Dorough, Michele Diana	1607PR039	07/12/16	932	40.00
				<hr/> 40.00
Evans, Katelyn Michael	1607PR056	07/18/16	938	40.00
				<hr/> 40.00
Garcia, Adrian H	1607PR085	07/27/16	948	65.00
				<hr/> 65.00
Glissendorf, Richard	1607PR047	07/13/16	936	48.00
	1607PR066	07/20/16	940	40.00
				<hr/> 88.00
Griffitt, Craig Allen	1607PR035	07/11/16	930	40.00
				<hr/> 40.00
Hoff-Fox, Cindy Lou	1607PR083	07/27/16	946	60.00
				<hr/> 60.00
Home Center Supply,	1607PR086	07/27/16	949	40.00
				<hr/> 40.00

				40.00
JJL Process Corp,	1607PR040	07/12/16	933	69.00
	1607PR077	07/25/16	944	69.00
				138.00
Knoner, Jadasha Bree	1607PR036	07/11/16	931	40.00
				40.00
Law Office of Jo Ellen Vork,	1607PR048	07/13/16	941	40.00
	1607PR064	07/19/16	939	56.00
				96.00
Odell, Bonita Jean	1607PR084	07/27/16	947	40.00
				40.00
Ralston, John Brent	1607PR103	07/29/16	952	74.00
				74.00
Sexton, Paul Kent	1607PR080	07/26/16	945	48.00
				48.00
Slaughter-Rook, Leigh Ann	1607PR032	07/08/16	928	60.00
				60.00
Vela, Joseph Michael	1607PR102	07/29/16	951	40.00
				40.00
Vindici, David Brian	1607PR074	07/22/16	942	40.00
				40.00
Vindici, David S	1607PR075	07/22/16	943	24.00
				24.00
Whitaker, Kevin Frances	1607PR041	07/12/16	934	40.00
				40.00
Wolf, Kayleigh N	1607PR054	07/15/16	937	40.00
				40.00

Ziegele, Edward	1607PR104	07/29/16	953	40.00
				<hr/>
				40.00
				<hr/>
	Total Cash			1309.00
	Received:			

Report Includes:

All transaction dates between `07/01/16` and `07/30/16`, 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>	
Civil Citation	1	0	0.00	1	100.00	0	0.00
Child Custody Packet	2	0	0.00	2	100.00	0	0.00
Criminal Subpoena	46	1	2.17	39	84.78	6	13.04
Civil Summons	1	0	0.00	0	0.00	1	100.00
Civil Subpoena	4	0	0.00	4	100.00	0	0.00
Divorce Packet	1	1	100.00	0	0.00	0	0.00
Five Day Notice	1	0	0.00	1	100.00	0	0.00
Hearing Prior to Issue of IAH	1	0	0.00	1	100.00	0	0.00
Injunction Against Harassment	8	2	25.00	6	75.00	0	0.00
Motion and Order	1	1	100.00	0	0.00	0	0.00
Notice	1	1	100.00	0	0.00	0	0.00
Notice to Appear; Petition	6	0	0.00	6	100.00	0	0.00
Order of Protection	9	1	11.11	8	88.89	0	0.00
Order to Show Cause	2	0	0.00	2	100.00	0	0.00
Order to Appear	1	0	0.00	1	100.00	0	0.00
Petition for Hearing	1	0	0.00	1	100.00	0	0.00
Summons and Complaint	4	2	50.00	2	50.00	0	0.00
Summons Forcible Detainer	7	0	0.00	7	100.00	0	0.00
Summons	1	0	0.00	1	100.00	0	0.00
Criminal Summons	5	0	0.00	4	80.00	1	20.00
Writ of Execution	1	0	0.00	0	0.00	1	100.00
Writ of Garnishment Non Earnin	1	0	0.00	1	100.00	0	0.00
Totals	105	9	8.57	87	82.86	9	8.57

Report Includes:

All receive dates between '00:00:00 07/01/16' and '23:59:59 07/30/16', 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: Alvarez, Armando

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
358 E Roeser; unit 287, Phoenix			NO
Time/Date: 13:40:00 07/05/16			
358 E Roeser; unit 287, Phoenix	McDaniel, R A		NO
Time/Date: 14:56:00 07/05/16			
358 E Roeser; unit 287, Phoenix	McDaniel, R A		NO
Time/Date: 13:20:00 07/19/16			

To Be Served: Balcom, Jessica L.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
302 E AERO DR, Payson	McDaniel, R A		NO
Time/Date: 12:40:00 07/08/16			
134 E SPRINGDALE DR, Star Valley	Phillips, T R		NO
Time/Date: 13:53:00 07/08/16			
807 S PONDEROSA ST; PAYSON REGIONAL MEDICAL CENTER, Payson	McDaniel, R A	Jessica L Balcom	YES
Time/Date: 14:19:00 07/08/16			

To Be Served: [REDACTED]

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
[REDACTED] Payson	McDaniel, R A		NO
Time/Date: 13:10:00 07/22/16			
[REDACTED] Payson	McDaniel, R A	[REDACTED]	YES
Time/Date: 13:32:00 07/22/16			

To Be Served: [REDACTED]

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
[REDACTED] Payson	McDaniel, R A		NO

Time/Date: 12:40:00 07/08/16

[REDACTED] Payson Phillips, T R [REDACTED] YES

Time/Date: 13:45:00 07/08/16

To Be Served: Beeson, Justin

Service Attempt Attempted By Served On Svd?

303 N BEELINE HWY, Payson McDaniel, R A PPD Clipboard YES

Time/Date: 13:05:00 07/01/16

To Be Served: Binney, Matthew

Service Attempt Attempted By Served On Svd?

108 W MAIN ST, Payson McDaniel, R A GCSO Clipboard YES

Time/Date: 13:59:00 07/27/16

To Be Served: [REDACTED]

Service Attempt Attempted By Served On Svd?

[REDACTED] Payson McDaniel, R A [REDACTED] NO

Time/Date: 14:24:00 07/27/16

[REDACTED] Payson McDaniel, R A [REDACTED] YES

Time/Date: 08:43:00 07/28/16

To Be Served: Bogatko, Nick

Service Attempt Attempted By Served On Svd?

303 N Beeline Highway, Payson McDaniel, R A PPD Clipboard YES

Time/Date: 12:10:00 07/08/16

303 N Beeline Highway, Payson McDaniel, R A PPD Clipboard YES

Time/Date: 16:40:00 07/14/16

To Be Served: [REDACTED]

Service Attempt Attempted By Served On Svd?

[REDACTED] Payson McDaniel, R A [REDACTED] YES

Time/Date: 17:13:00 07/08/16

[REDACTED] Payson McDaniel, R A [REDACTED] YES

Time/Date: 13:52:00 07/27/16

To Be Served: Burdick, James E. II

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
[REDACTED] Payson	McDaniel, R A		NO
Time/Date: 13:10:00 07/22/16 [REDACTED] Payson	McDaniel, R A		NO
Time/Date: 13:57:00 07/22/16 [REDACTED], Payson	McDaniel, R A		NO
Time/Date: 15:30:00 07/22/16 [REDACTED] Payson	McDaniel, R A		NO
Time/Date: 16:30:00 07/22/16 [REDACTED], Payson	McDaniel, R A	[REDACTED]	YES
Time/Date: 16:35:00 07/22/16			

To Be Served: Cadwell, Josh

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
303 N Beeline Highway, Payson	Phillips, T R	PPD Clipboard	YES
Time/Date: 12:10:00 07/08/16			

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	Phillips, T R	Brad Newell	YES
Time/Date: 15:25:00 07/12/16			

To Be Served: Chagolla, Robert

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
108 W Main Street, Payson	McDaniel, R A	GCSO Clipboard	YES
Time/Date: 13:58:00 07/27/16			

To Be Served: Chick, Victoria L.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1107 S MCLANE RD; unit 40, Payson	McDaniel, R A		NO

Time/Date: 16:23:00 07/26/16

1107 S MCLANE RD; unit 40, Payson McDaniel, R A Vickie Chick YES

Time/Date: 08:14:00 07/27/16

To Be Served: Clark, Kurt M.

Service Attempt **Attempted By** **Served On** **Svd?**

301 S Granite Dr, Payson McDaniel, R A Kurt Clark YES

Time/Date: 17:05:00 07/19/16

To Be Served: Corbett, Mark

Service Attempt **Attempted By** **Served On** **Svd?**

6001 E Southern; unit 30, Mesa NO

Time/Date: 13:30:00 07/06/16

703 E FRONTIER ST; unit 18, Payson Phillips, T R NO

Time/Date: 12:35:00 07/07/16

903 E GRANITE DELLS RD, Payson McDaniel, R A NO

Time/Date: 11:27:00 07/13/16

6001 E Southern; unit 30, Mesa McDaniel, R A NO

Time/Date: 17:48:07 07/14/16

6001 E Southern; unit 30, Mesa Mark Corbett YES

Time/Date: 13:00:00 07/15/16

To Be Served: Creekside Restaurant

Service Attempt **Attempted By** **Served On** **Svd?**

411 W SUMMIT ST, Payson Phillips, T R NO

Time/Date: 13:28:00 07/01/16

411 W SUMMIT ST, Payson Phillips, T R Linnie A Raichert YES

Time/Date: 13:30:00 07/01/16

To Be Served: Crosby, Jeffrey

Service Attempt **Attempted By** **Served On** **Svd?**

807 S PONDEROSA ST; PAYSON REGIONAL MEDICAL CENTER, Payson McDaniel, R A Jeffrey Crosby YES

Time/Date: 11:30:00 07/08/16

To Be Served: DaCosta, Bret A.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
807 W LONGHORN RD; RIM COUNTRY HEALTH, Payson	McDaniel, R A	Bret DaCosta	YES

Time/Date: 11:58:00 07/12/16

To Be Served: Davis, Christopher L.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
300 W Bonita St #11, Payson	McDaniel, R A	Christopher Davis	YES

Time/Date: 15:09:00 07/20/16

To Be Served: Deaton, Justin L.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
413 N DEALERS CHOICE RD, Star Valley	Phillips, T R	Justin Deaton	YES

Time/Date: 12:20:00 07/18/16

To Be Served: Digaetano, Vince

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
302 E AERO DR, Payson	McDaniel, R A		NO

Time/Date: 12:40:00 07/08/16

8594 Lufkin, Strawberry	McDaniel, R A		NO
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Time/Date: 15:01:00 07/08/16

To Be Served: Dorough, Michele D.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
609 S COLCORD RD; unit 51, Payson	McDaniel, R A	Michele Dorough	YES

Time/Date: 15:58:00 07/11/16

To Be Served: Ellis, Glynn O.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
15044 E Montgomery Rd, Scottsdale		Glynn O Ellis	YES

Time/Date: 18:00:00 07/01/16

To Be Served: Engler, Donald B.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
303 N Beeline Hwy, Payson	Phillips, T R	PPD Clipboard	YES
Time/Date: 12:10:00 07/08/16			

To Be Served: Engler, Donald B. II

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
108 S Main Street, Payson	Phillips, T R	GCSO Clipboard	YES
Time/Date: 14:00:00 07/08/16			
108 S Main Street, Payson	McDaniel, R A	GCSO Clipboard	YES
Time/Date: 13:57:00 07/27/16			

To Be Served: Firmin, Dean J.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1511 W MOONEY PKWY, Payson	McDaniel, R A	Dean Firmin	YES
Time/Date: 16:17:00 07/11/16			

To Be Served: Flanary, Michael A.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
180 S COTTONWOOD LN, Payson	McDaniel, R A		NO
Time/Date: 16:20:00 07/08/16			
.9 in on Gisela Road from SR87, Payson	McDaniel, R A	Michael A Flanary	YES
Time/Date: 16:38:00 07/08/16			

To Be Served: Fulton, Tawny

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
16420 N Thompson Peak Pkwy, Scottsdale	Michelle Keegan		NO
Time/Date: 10:00:00 07/05/16			
16420 N Thompson Peak Pkwy, Scottsdale		Tawny Fulton	YES
Time/Date: 18:10:00 07/05/16			

To Be Served: Garrels, Caleb A.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
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203A W. Airport, Payson	Phillips, T R		NO
Time/Date: 11:55:00 07/06/16			
203A W. Airport, Payson	Phillips, T R		NO
Time/Date: 11:57:00 07/06/16			
1311 N EASY ST, Payson	McDaniel, R A	Calep A Garrels	YES
Time/Date: 17:02:00 07/06/16			

To Be Served: Gath, Gregory S.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
901 W RIM VIEW RD, Payson	McDaniel, R A		NO
Time/Date: 14:50:00 07/27/16			
901 W RIM VIEW RD, Payson	McDaniel, R A		NO
Time/Date: 09:02:00 07/28/16			
108 W MAIN ST, Payson	McDaniel, R A	Gregory S Gath	YES
Time/Date: 08:06:00 07/29/16			

To Be Served: Gear, Brent J.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
807 S PONDEROSA ST; PAYSON REGIONAL MEDICAL CENTER, Payson	McDaniel, R A		NO
Time/Date: 11:22:00 07/08/16			
807 S PONDEROSA ST; PAYSON REGIONAL MEDICAL CENTER, Payson	McDaniel, R A		NO
Time/Date: 20:38:00 07/18/16			

To Be Served: Gibson, Jim C.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
376 W EMERALD WAY, Payson	McDaniel, R A		NO
Time/Date: 14:50:00 07/25/16			

To Be Served: Gonzalez, Hector

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
2101 N HOUSTON MESA RD; HOUSTON MESA CAMPGROUND, Payson	McDaniel, R A		NO

Time/Date: 17:15:00 07/13/16

808 N HOLLY CIR, Payson

McDaniel, R A

NO

Time/Date: 17:58:00 07/13/16

2101 N HOUSTON MESA RD; HOUSTON
MESA CAMPGROUND, Payson

McDaniel, R A

Hector Gonzalez

YES

Time/Date: 08:25:00 07/14/16

To Be Served: Grabiel, Olga "Nina" A.

Service Attempt

Attempted By

Served On

Svd?

708 N WILLIAM TELL CIR, Payson

McDaniel, R A

NO

Time/Date: 13:20:00 07/27/16

708 N WILLIAM TELL CIR, Payson

McDaniel, R A

Olga Grabiel AKA Nina

YES

Time/Date: 17:14:00 07/27/16

To Be Served: Green, Officer

Service Attempt

Attempted By

Served On

Svd?

201 N COLCORD RD, Payson

McDaniel, R A

DPS Clipboard

YES

Time/Date: 16:30:00 07/14/16

To Be Served: Hagenian, Chris

Service Attempt

Attempted By

Served On

Svd?

100 N TONTO ST, Payson

Phillips, T R

NO

Time/Date: 10:35:00 07/06/16

100 N TONTO ST, Payson

McDaniel, R A

Chris Hagenian

YES

Time/Date: 09:10:00 07/11/16

To Be Served: Halenar, Ridge

Service Attempt

Attempted By

Served On

Svd?

108 W MAIN ST, Payson

Phillips, T R

GCSO Clipboard

YES

Time/Date: 14:05:00 07/12/16

To Be Served: Hanes, Ross M.

Service Attempt

Attempted By

Served On

Svd?

407 S MUD SPRINGS RD, Payson

Phillips, T R

NO

Time/Date: 13:55:00 07/12/16

407 S MUD SPRINGS RD, Payson

Phillips, T R

NO

Time/Date: 14:20:00 07/12/16

200 S RAINBOW DR; unit 1, Star Valley

Phillips, T R

Ross M Hanes

YES

Time/Date: 14:20:00 07/12/16

To Be Served: Hansen, Michael

Service Attempt

Attempted By

Served On

Svd?

303 N Beeline Highway, Payson

Phillips, T R

PPD Clipboard

YES

Time/Date: 13:05:00 07/01/16

To Be Served: Hansen, Michael

Service Attempt

Attempted By

Served On

Svd?

303 N BEELINE HWY, Payson

McDaniel, R A

PPD Clipboard

YES

Time/Date: 15:50:00 07/20/16

To Be Served: Harold, Tiffany

Service Attempt

Attempted By

Served On

Svd?

AZ DPS, Payson

McDaniel, R A

NO

Time/Date: 15:26:00 07/18/16

To Be Served: Harris, Cody

Service Attempt

Attempted By

Served On

Svd?

1304 N BEELINE HWY; unit 59, Payson

McDaniel, R A

Cody Harris

YES

Time/Date: 10:26:00 07/27/16

To Be Served: Havey, Matthew T.

Service Attempt

Attempted By

Served On

Svd?

108 W Main Street, Payson

Phillips, T R

GCSO Clipboard

YES

Time/Date: 14:00:00 07/08/16

108 W Main Street, Payson

McDaniel, R A

GCSO Clipboard

YES

Time/Date: 15:36:00 07/20/16

108 W Main Street, Payson

McDaniel, R A

GCSO Clipboard

YES

Time/Date: 13:57:00 07/27/16

To Be Served: Heape, April J.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
809 S RIDGEWAY ST, Payson	McDaniel, R A	April Meyer (Heape)	YES

Time/Date: 17:24:00 07/15/16

To Be Served: Heep, Steve

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
502 E LUKE DR, Payson	McDaniel, R A	Posted	YES

Time/Date: 09:47:00 07/26/16

To Be Served: Henderson, Jordan L.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
301 S GRANITE DR, Payson	McDaniel, R A	Jordan Henderson	YES

Time/Date: 11:50:00 07/15/16

To Be Served: Hunt, Judith A.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
117 E MAIN ST; building A100, Payson	Phillips, T R	Dr Judith A Hunt	YES

Time/Date: 10:45:00 07/01/16

117 E MAIN ST, Payson	Phillips, T R		NO
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Time/Date: 09:55:00 07/25/16

917 S Mud Springs Rd, Payson	Phillips, T R	Dr Judith Hunt	YES
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Time/Date: 10:35:00 07/25/16

To Be Served: [REDACTED]

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
[REDACTED] Payson	McDaniel, R A	[REDACTED]	YES

Time/Date: 11:21:00 07/19/16

To Be Served: Johnson, Joey

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
303 N Beeline, Payson	Phillips, T R	PPD Clipboard	YES

Time/Date: 10:45:00 07/06/16

To Be Served: Johnson, Lyndsey

Service Attempt

911 E WAGON WHEEL CIR, Payson

Attempted By

McDaniel, R A

Served On

Lyndsey Johnson

Svd?

YES

Time/Date: 10:33:00 07/13/16

To Be Served: King, Caley B.

Service Attempt

108 W MAIN ST, Payson

Attempted By

McDaniel, R A

Served On

Caley King

Svd?

YES

Time/Date: 08:48:00 07/22/16

To Be Served: Knoner, Jadasha B.

Service Attempt

220 E AERO DR, Payson

Attempted By

Phillips, T R

Served On

Svd?

NO

Time/Date: 10:50:00 07/12/16

210 N GRANITE DR, Payson

Phillips, T R

Jadasha Knoner

YES

Time/Date: 11:05:00 07/12/16

To Be Served: Krantz, Cody T.

Service Attempt

211 E Juniper Street, Payson

Attempted By

Phillips, T R

Served On

Cody Krantz

Svd?

YES

Time/Date: 14:55:00 07/06/16

To Be Served: Krombeen, Nathan

Service Attempt

201 N Colcord Road, Payson

Attempted By

McDaniel, R A

Served On

Svd?

NO

Time/Date: 15:26:00 07/18/16

To Be Served: Lagle, Roni L.

Service Attempt

212 W Wade Lane, Payson

Attempted By

McDaniel, R A

Served On

Svd?

NO

Time/Date: 17:00:00 07/27/16

212 W Wade Lane, Payson

McDaniel, R A

NO

Time/Date: 10:00:00 07/28/16

To Be Served: Larson, Evan

Service Attempt

Attempted By

Served On

Svd?

201 N COLCORD RD, Payson

Phillips, T R

DPS Clipboard

YES

Time/Date: 11:40:00 07/01/16

To Be Served:

Service Attempt

Attempted By

Served On

Svd?

[REDACTED] Payson

McDaniel, R A

NO

Time/Date: 16:22:00 07/20/16

[REDACTED], Payson

McDaniel, R A

NO

Time/Date: 08:00:00 07/21/16

[REDACTED] Cottonwood

McDaniel, R A

NO

Time/Date: 08:01:00 07/22/16

[REDACTED] Cottonwood

[REDACTED]

YES

Time/Date: 08:56:00 07/25/16

To Be Served: Licavoli, Peter V.

Service Attempt

Attempted By

Served On

Svd?

201 North Colcord Road, Payson

Phillips, T R

DPS Clipboard

YES

Time/Date: 14:42:00 07/12/16

To Be Served: Linkey, Garth J.

Service Attempt

Attempted By

Served On

Svd?

303 N Beeline Highway, Payson

McDaniel, R A

PPD Clipboard

YES

Time/Date: 13:05:00 07/01/16

To Be Served: M & K Health Services LLC

Service Attempt

Attempted By

Served On

Svd?

903 E HIGHWAY 260, Payson

McDaniel, R A

NO

Time/Date: 14:29:00 07/08/16

1209 N MARISSA CIR, Payson	McDaniel, R A	Karen Lowe	YES
Time/Date: 14:42:00 07/08/16			
To Be Served: Madra, Alycea			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
905 S MCLANE RD; unit 24, Payson	Phillips, T R	Alycea Madra	YES
Time/Date: 12:22:00 07/08/16			
To Be Served: Magana, Christopher T.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
8985 W STAGELINE RD, Payson	McDaniel, R A	Christopher Magana	YES
Time/Date: 16:27:00 07/19/16			
To Be Served: Marston, Kevin			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
302 E AERO DR, Payson	Phillips, T R		NO
Time/Date: 12:40:00 07/08/16			
302 E AERO DR, Payson	McDaniel, R A		NO
Time/Date: 10:44:00 07/11/16			
1301 W AVIATOR CIR, Payson	McDaniel, R A	Kevin Marston	YES
Time/Date: 10:15:00 07/21/16			
To Be Served: Meredith, Jared			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
303 N Beeline Highway, Payson	Phillips, T R	PPD Clipboard	YES
Time/Date: 13:05:00 07/01/16			
To Be Served: Miller, Megan A.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
108 W. Main Street, Payson	McDaniel, R A	Megan Miller	YES
Time/Date: 15:26:00 07/18/16			
To Be Served: [REDACTED]			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>

[REDACTED] Payson	Phillips, T R		NO
Time/Date: 13:51:00 07/08/16			
[REDACTED] Payson	McDaniel, R A	[REDACTED]	YES
Time/Date: 17:36:00 07/08/16			

To Be Served: [REDACTED]

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
[REDACTED] Payson	Phillips, T R		NO
Time/Date: 13:51:00 07/08/16			
[REDACTED] Payson	McDaniel, R A	[REDACTED]	YES
Time/Date: 17:36:00 07/08/16			

To Be Served: Mouritsen, April N.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
310 E GARRELS DR, Payson	McDaniel, R A		NO
Time/Date: 15:40:00 07/05/16			
310 E GARRELS DR, Payson	Phillips, T R		NO
Time/Date: 12:00:00 07/06/16			
310 E GARRELS DR, Payson	McDaniel, R A		NO
Time/Date: 13:40:00 07/06/16			
310 E GARRELS DR, Payson	McDaniel, R A	April N Mouritsen	YES
Time/Date: 07:58:00 07/07/16			

To Be Served: Myers, Brandy A.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
513 W FRONTIER ST; unit 4, Payson	McDaniel, R A	Brandy Myers	YES
Time/Date: 16:17:00 07/14/16			

To Be Served: Newman, William D.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
108 W Main, Payson	Phillips, T R	GCSO Clipboard	YES
Time/Date: 14:00:00 07/08/16			
108 W Main, Payson	McDaniel, R A	GSCO Clipboard	YES

Time/Date: 13:58:00 07/27/16

To Be Served: Nolan, Cassandra I.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
300 W BONITA ST; unit 11, Payson	McDaniel, R A	Posted/Mailed	YES

Time/Date: 14:35:00 07/13/16

To Be Served: Olson, Roy

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
405 W SHERWOOD DR, Payson	McDaniel, R A		NO

Time/Date: 11:30:00 07/01/16

405 W SHERWOOD DR, Payson	McDaniel, R A		NO
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Time/Date: 15:50:00 07/01/16

To Be Served: Paige, Dorethea

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
915 W SADDLE LN, Payson	McDaniel, R A	Dorethea Paige	YES

Time/Date: 16:03:00 07/20/16

To Be Served: Pierson, Chelsea L.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1011 W. Chatham Dr., Payson	McDaniel, R A		NO

Time/Date: 17:45:00 07/15/16

1011 W. Chatham Dr., Payson	McDaniel, R A		NO
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Time/Date: 16:36:00 07/16/16

1011 W. Chatham Dr., Payson	McDaniel, R A		NO
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Time/Date: 11:38:00 07/19/16

1011 W. Chatham Dr., Payson	McDaniel, R A		NO
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Time/Date: 08:24:00 07/21/16

1011 W. Chatham Dr., Payson	McDaniel, R A		NO
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Time/Date: 08:39:00 07/25/16

1011 W. Chatham Dr., Payson	McDaniel, R A	Chelsea Pierson	YES
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Time/Date: 16:56:00 07/26/16

To Be Served: Piles, Ryan

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
807 S PONDEROSA ST; PAYSON REGIONAL MEDICAL CENTER, Payson	Phillips, T R		NO
Time/Date: 11:00:00 07/01/16			
807 S PONDEROSA ST; PAYSON REGIONAL MEDICAL CENTER, Payson	Phillips, T R		NO
Time/Date: 11:05:00 07/01/16			
807 S PONDEROSA ST; PAYSON REGIONAL MEDICAL CENTER, Payson	Phillips, T R		NO
Time/Date: 15:40:00 07/01/16			
807 S PONDEROSA ST; PAYSON REGIONAL MEDICAL CENTER, Payson	Phillips, T R		NO
Time/Date: 09:45:00 07/14/16			
200 E MALIBU DR; unit C-7, Payson	McDaniel, R A	Ryan Pyles	YES
Time/Date: 16:24:00 07/16/16			

To Be Served: Price, Joshua L.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
807 N PONDEROSA CIR, Payson	Phillips, T R		NO
Time/Date: 11:57:00 07/08/16			
1301 W AVIATOR CIR, Payson	Phillips, T R	Joshua L Price	YES
Time/Date: 11:05:00 07/13/16			

To Be Served: Radu, Timothy R.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
300 E AERO DR; unit 1, Payson	McDaniel, R A	Timothy Radu	YES
Time/Date: 16:12:00 07/27/16			

To Be Served: Road Runner Rubbish

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
107 W Wade Ln/PO Box 2206, Payson	McDaniel, R A		NO
Time/Date: 12:54:00 07/12/16			

To Be Served: Romero, Brenda C.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
807 S PONDEROSA ST; PAYSON REGIONAL MEDICAL CENTER, Payson	McDaniel, R A	Brenda C Romero	YES
Time/Date: 11:37:00 07/08/16			

To Be Served: Rowe, Joanne G.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
807 N PONDEROSA CIR, Payson	Phillips, T R		NO
Time/Date: 11:58:00 07/08/16			
59 S SPRAGUE DR, Star Valley	McDaniel, R A	Joanne G Rowe	YES
Time/Date: 13:40:00 07/11/16			

To Be Served: Ruff Roofing Inc

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
505 E LORENE ST, Payson	McDaniel, R A	Jeremy Ruff	YES
Time/Date: 15:15:00 07/27/16			

To Be Served: Sampson, Amanda

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
300 E AERO DR; unit 1, Payson	McDaniel, R A		NO
Time/Date: 09:20:00 07/11/16			
300 E AERO DR; unit 1, Payson	McDaniel, R A		NO
Time/Date: 13:13:00 07/11/16			
300 E AERO DR; unit 1, Payson	McDaniel, R A	Amanda Sampson	YES
Time/Date: 16:35:00 07/11/16			

To Be Served: [REDACTED]

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
[REDACTED] Pine	McDaniel, R A		NO
Time/Date: 17:00:00 07/11/16			
[REDACTED], Pine	Phillips, T R		NO
Time/Date: 12:05:00 07/12/16			

[REDACTED] Pine	Phillips, T R		NO
Time/Date: 12:40:00 07/12/16			
[REDACTED], Pine	Phillips, T R		NO
Time/Date: 17:05:00 07/12/16			
[REDACTED], Pine	Phillips, T R		NO
Time/Date: 11:20:00 07/16/16			
[REDACTED], Pine	Phillips, T R		NO
Time/Date: 11:20:00 07/18/16			
[REDACTED], Pine	Phillips, T R	[REDACTED]	YES
Time/Date: 11:25:00 07/18/16			

To Be Served: Scott, Tracy

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
3457 N RIDGE TRL, Pine	Phillips, T R		NO
Time/Date: 10:48:00 07/21/16			
6230 W PRINCE DR, Pine	McDaniel, R A		NO
Time/Date: 10:56:00 07/21/16			
4615 N PINE CREEK CANYON RD, Pine	McDaniel, R A	Tracy Scott	YES
Time/Date: 11:03:00 07/21/16			

To Be Served: Slaughter-Rook, Leigh A.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
108 W MAIN ST, Payson	Cross, J	Leigh Slaughter-Rook	YES
Time/Date: 15:20:00 07/08/16			

To Be Served: Stoner, Jarrick A.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1014 S WESTERLY RD, Payson	McDaniel, R A		NO
Time/Date: 12:32:00 07/08/16			
1010 W SADDLE LN, Payson	McDaniel, R A		NO
Time/Date: 09:24:00 07/11/16			
1010 W SADDLE LN, Payson	McDaniel, R A		NO
Time/Date: 11:56:00 07/11/16			

3038 S 101st Ln, Tolleson

NO

Time/Date: 13:10:00 07/11/16

3038 S 101st Ln, Tolleson

McDaniel, R A

Jarrick Stoner

YES

Time/Date: 13:25:00 07/11/16**To Be Served:** [REDACTED]Service AttemptAttempted ByServed OnSvd?

[REDACTED] Payson

McDaniel, R A

[REDACTED]

YES

Time/Date: 14:35:00 07/27/16**To Be Served:** Thomason, Henry A.Service AttemptAttempted ByServed OnSvd?

108 W Main Street, Payson

McDaniel, R A

NO

Time/Date: 15:26:00 07/18/16**To Be Served:** Tonto Apache Tribal PoliceService AttemptAttempted ByServed OnSvd?

TAR #30, Payson

Phillips, T R

M Schlosserta

YES

Time/Date: 15:10:00 07/12/16**To Be Served:** Tromblay, Nicholas D.Service AttemptAttempted ByServed OnSvd?

1304 N BEELINE HWY; unit 13, Payson

McDaniel, R A

NO

Time/Date: 10:34:00 07/27/16

715 W BRIDLE PATH LN, Payson

McDaniel, R A

NO

Time/Date: 15:42:00 07/27/16

715 W BRIDLE PATH LN, Payson

McDaniel, R A

NO

Time/Date: 08:05:00 07/28/16

1304 N BEELINE HWY; unit 13, Payson

McDaniel, R A

NO

Time/Date: 11:57:00 07/28/16

400 N MCLANE RD, Payson

McDaniel, R A

Nicholas Tromblay

YES

Time/Date: 15:18:00 07/28/16

To Be Served: Tubbs, Steven K.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
715 W SADDLE LN, Payson	Phillips, T R	Tubbs, Steven	YES
Time/Date: 13:56:00 07/07/16			

To Be Served: VanCamp, Matthew C.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
303 N Beeline Hwy, Payson	McDaniel, R A	PPD Clipboard	YES
Time/Date: 12:10:00 07/08/16			

To Be Served: Varga, Joni M.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
303 N Beeline Highway, Payson	Phillips, T R	PPD Clipboard	YES
Time/Date: 12:10:00 07/08/16			

To Be Served: Varga, Mike

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
303 N Beeline Highway, Payson	McDaniel, R A	PPD Clipboard	YES
Time/Date: 15:50:00 07/20/16			

To Be Served:

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
██████████ Payson	McDaniel, R A	██████████	YES
Time/Date: 14:34:00 07/25/16			

To Be Served: Vasquez, Rosa

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
██████████ Payson	McDaniel, R A	██████████	YES
Time/Date: 14:34:00 07/25/16			

To Be Served: Vigil, Lynne

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
117 E MAIN ST; building A100, Payson	Phillips, T R	Lynne Vigil	YES

Time/Date: 10:35:00 07/01/16

To Be Served: Voakes, Jack A.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
3245 N Hunt Lane, Pine	McDaniel, R A		NO

Time/Date: 09:55:00 07/11/16

3245 N Hunt Lane, Pine	McDaniel, R A		NO
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Time/Date: 14:14:00 07/11/16

3245 N Hunt Lane, Pine	Phillips, T R	Jack A Voakes	YES
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Time/Date: 12:15:00 07/12/16

To Be Served: Whealdon, Michael

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1505 N ALPINE HEIGHTS DR, Payson	McDaniel, R A	Miichael Whealdon	YES

Time/Date: 12:38:00 07/05/16

To Be Served: Wiggins, Brian K.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
8 Rainbow Drive, Star Valley	McDaniel, R A	Brian K Wiggins	YES

Time/Date: 17:50:00 07/08/16

To Be Served: Wooley, Cristopher L.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
108 W MAIN ST, Payson	McDaniel, R A	Cristopher Wooley	YES

Time/Date: 16:38:00 07/13/16

To Be Served: Wortman, Kenneth L.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
714 N BEELINE HWY; Unit 202, Payson	McDaniel, R A		NO

Time/Date: 15:26:00 07/18/16

To Be Served: [REDACTED]

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
[REDACTED] Payson	McDaniel, R A	[REDACTED]	YES

Time/Date: 11:21:00 07/19/16

Report Includes:

All dates between '00:00:00 07/01/16' and '23:59:59 07/30/16', 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

July 2016

DATE	MILES DRIVEN BY B-185		MILES DRIVEN BY B-12	
7/1	24.4		60.3	
7/2	16			
7/5	47.7			
7/6	44.3		62	
7/7	28.6		63.8	
7/8	86		60.3	
7/11	140.2			
7/12	72.8		128.5	
7/13	94.7		*38.5	
7/14	19.4		*35.7	
7/15	32.6			
7/16	16.3			
7/18	21.1		108	
7/19	49			
7/20	34.8			
7/21	25.2		108.3	
7/22	27.7		90	
7/25	18.5		87.5	
7/26	49.6			
7/27	64.6			
7/28	59.9		100.3	
7/29	28.8		85	
7/30	49.3			
	* Vehicle A4 - Lease from shop			
DAYS	1051.5	0	954	

**Total Miles Driven By
The Constable's Office**

2005.5

July

2016

ARF-3891

Consent Agenda Item 4. G.

Regular BOS Meeting

Meeting Date: 08/15/2016

Reporting Period: Fiscal Year 2015-2016 Annual Report

Submitted For: Tony McDaniel, Payson Regional Constable

Submitted By: Michelle Keegan, Constable Clerk

Information

Subject

Payson Regional Constable's Office Annual Report for Fiscal Year 2015-2016.

Suggested Motion

Acknowledgment of the Fiscal Year 2015-2016 Annual Report submitted by the Payson Regional Constable's Office.

Attachments

Payson Regional Constable's Office Annual Report for Fiscal Year 2015-2016

Terry Phillips
Deputy Constable



Michelle Keegan
Clerk of the Constable

Office of
Payson Regional Constable
Tony McDaniel

Fiscal Year 2015-2016 **ANNUAL REPORT**

TABLE OF CONTENTS

COVER LETTER

MONTHLY TOTALS

SERVICE SUMMARY REPORT



PAYSON REGIONAL CONSTABLE
Tony McDaniel

July 8, 2016

GILA COUNTY BOARD OF SUPERVISORS
1400 East Ash Street
Globe, Arizona 85501

Dear Sirs and Madams:

The Payson Regional Constable's Office has prepared its Fiscal Year 2015-2016 Annual Report for your review. This report includes the statistics for 2015-2016 and the service summary report.

Respectfully submitted,

Tony McDaniel
Payson Regional Constable

Terry Phillips
Deputy Constable



Michelle Keegan
Clerk of the Constable

Office of
Payson Regional Constable
Tony McDaniel

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	100	1,085	\$1,792.20	\$875.00	\$2,354.20
MARCH	120	1,210.8	\$1,431.00	\$875.00	\$2,306.00
APRIL	117	1,967	\$1,837.90	\$875.00	\$2,712.90
MAY	78	1,442.6	\$1,730.40	\$875.00	\$2605.40
JUNE	93	1,714.7	\$1,500.40	\$875.00	\$2,375.40
YEAR TOTAL:	1,621	14,241.1	\$16,326.74	\$10,500.00	\$26,826.74



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>	
Answer	1	0	0.00	1	100.00	0	0.00
Amended Order of Protection	1	1	100.00	0	0.00	0	0.00
Arrest Warrant	292	292	100.00	0	0.00	0	0.00
Civil Citation	7	0	0.00	6	85.71	1	14.29
Child Custody Packet	8	0	0.00	7	87.50	1	12.50
Criminal Subpoena	451	2	0.44	409	90.69	40	8.87
Civil Summons	24	0	0.00	21	87.50	3	12.50
Civil Complaint	2	0	0.00	2	100.00	0	0.00
Civil Subpoena	21	0	0.00	21	100.00	0	0.00
Divorce Packet	14	1	7.14	10	71.43	3	21.43
Eviction Notice	1	0	0.00	1	100.00	0	0.00
Five Day Notice	3	0	0.00	2	66.67	1	33.33
Guardianship Papers	1	0	0.00	1	100.00	0	0.00
Hearing Order on IAH	2	0	0.00	2	100.00	0	0.00
Hearing Order on OP	3	0	0.00	3	100.00	0	0.00
Hearing Prior to Issue of IAH	4	0	0.00	3	75.00	1	25.00
Injunction Against Harassment	72	0	0.00	70	97.22	2	2.78
Injunction Against Wrkplc Harr	4	0	0.00	4	100.00	0	0.00
Letter	1	0	0.00	1	100.00	0	0.00
Minute Entry	1	0	0.00	1	100.00	0	0.00
Motion and Order	1	0	0.00	1	100.00	0	0.00
Notice and Summons	6	0	0.00	5	83.33	1	16.67
Notice of Hearing	5	0	0.00	5	100.00	0	0.00
Notice	6	0	0.00	6	100.00	0	0.00
Notice to Appear; Petition	113	0	0.00	104	92.04	9	7.96
Notice To Vacate Premises	2	0	0.00	2	100.00	0	0.00
Order of Protection	114	4	3.51	102	89.47	8	7.02
Order	1	0	0.00	1	100.00	0	0.00
Order to Show Cause	1	0	0.00	1	100.00	0	0.00
Order to Appear	4	0	0.00	4	100.00	0	0.00
Order to Continue	1	0	0.00	1	100.00	0	0.00
Petition for Hearing	1	0	0.00	1	100.00	0	0.00
Summons and Complaint	36	0	0.00	29	80.56	7	19.44
Subpoena Duces Tecum	8	0	0.00	8	100.00	0	0.00
Summons Forcible Detainer	91	0	0.00	91	100.00	0	0.00
Summons	1	0	0.00	1	100.00	0	0.00
Criminal Summons	95	0	0.00	72	75.79	23	24.21
Writ of Execution	4	0	0.00	3	75.00	1	25.00
Writ of Garnishment Earnings	6	0	0.00	6	100.00	0	0.00
Writ of Garnishment Non Earnin	10	0	0.00	9	90.00	1	10.00
Writ of Restitution	18	0	0.00	18	100.00	0	0.00
Writ of Special Execution	1	0	0.00	1	100.00	0	0.00

Totals	1438	300	20.86	1036	72.04	102	7.09
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Report Includes:

All receive dates between `00:00:00 07/01/15` and `23:59:59 06/30/16`, All process types, All officers, All courts, All agencies matching `PRCO`, All serve flags matching `1`

ARF-3892

Consent Agenda Item

4. H.

Regular BOS Meeting

Meeting Date: 08/15/2016

Reporting Period: June 2016

Submitted For: Sadie Bingham, Recorder

Submitted By: Kaycee Reece, Chief Deputy Recorder

Information

Subject

Recorder's Office Monthly Report for June 2016.

Suggested Motion

Acknowledgment of the June 2016 monthly activity report submitted by the Recorder's Office.

Attachments

Recorder's June 2016 Monthly Report



GILA COUNTY RECORDER

REPORT FOR THE MONTH OF JUNE 2016

I, Sadie Jo Bingham, County Recorder in and for the County of Gila, State of Arizona hereby state and certify that the fees earned for this month are as set forth in the attached report.


Sadie Jo Bingham, Gila County Recorder

Sadie Bingham
Gila County Recorder

New Fiscal Year Form

FY **2015-2016**

Month	No of Doc.	Recorder Storage & Retrieval 7145	Recording Fees 1005	Computer Svcs 7147	Mining fees 7146	Recorder Check to Treasurer
July	1,191	4,280.00	15,065.82	442.70	2.00	19,790.52
Aug	1,137	4,100.00	19,955.84	1,015.00	17.00	25,087.84
Sept	1,064	3,832.00	14,696.24	1,100.00	4.00	19,632.24
Oct	1,170	4,200.00	8,643.15	840.00	6.00	13,689.15
Nov	950	3,508.00	14,703.97	840.00	1.00	19,052.97
Dec	1,002	3,676.00	6,672.75	4,448.00	5.00	14,801.75
Jan	818	3,052.00	14,912.28	8,059.30		26,023.58
Feb	1,008	3,788.00	6,438.74	1,003.71	1.00	11,231.45
Mar	1,250	4,740.00	14,332.67	760.00		19,832.67
Apr	956	3,576.00	6,750.39	485.00	1.00	10,812.39
May	1,030	3,808.00	12,479.25	1,457.64		17,744.89
June	1,055	3,940.00	12,787.64	822.70		17,550.34
Total	12,631	46,500	147,438.74	21,274.05	37.00	215,249.79
Fiscal Year All Monies		215,249.79				

Bank Deposit

From 06/01/2016 To 06/30/2016

4739 Jun 30, 2016 previousday / 4691 \$48.00 \$48.00 Bank Account

Total	\$28,742.20	\$28,742.20
Non-Deposit Total	(\$16,483.00)	(\$16,483.00)
Deposit Total	\$12,259.20	\$12,259.20
Total Till Over/Short		\$0.00

Journal Activity

Account		Debits	Credits	Net
Asset				
1005SuspensePrePayAccounts	1005 Suspense - Prepay	\$5,839.00	(\$7,000.00)	(\$1,161.00)
Cash	Cash/Check	\$12,259.20	\$0.00	\$12,259.20
D-1005-120-01-4612-023	Recording Fee (deferred)	\$44.00	(\$44.00)	\$0.00
D-7145-120-01-4775-004	Recorder Storage and Retrieval (deferred)	\$44.00	(\$44.00)	\$0.00
ETransfer	Electronic Transfers	\$5,322.00	\$0.00	\$5,322.00
	Total	\$23,508.20	(\$7,088.00)	\$16,420.20
Liability				
1005SuspenseChargeAccounts	1005 Suspense - Charge	\$88.00	(\$88.00)	\$0.00
	Total	\$88.00	(\$88.00)	\$0.00
Expense				
	Total	\$0.00	\$0.00	\$0.00
Revenue				
1005-120-01-4612-001	Copies	\$0.00	(\$290.00)	(\$290.00)
1005-120-01-4612-002	Certified Seal	\$0.00	(\$57.00)	(\$57.00)
1005-120-01-4612-003	Postage	\$0.00	(\$8.00)	(\$8.00)
1005-120-01-4612-005	Affidavit of Property Value	\$0.00	(\$310.00)	(\$310.00)
1005-120-01-4612-008	Additional Transaction Fee	\$0.00	(\$63.00)	(\$63.00)
1005-120-01-4612-012	Overpayment	\$0.00	(\$23.00)	(\$23.00)
1005-120-01-4612-018	Misc Fees (Notification)	\$0.00	(\$54.00)	(\$54.00)
1005-120-01-4612-023	Recording Fee	\$0.00	(\$10,821.50)	(\$10,821.50)
1005-120-01-4612-026	Refunds	\$0.00	(\$31.00)	(\$31.00)
7145-120-01-4775-004	Recorder Storage and Retrieval	\$0.00	(\$3,940.00)	(\$3,940.00)
7147-120-01-4612-013	Microfiche	\$0.00	(\$3.00)	(\$3.00)
7147-120-01-4612-018	Voter	\$0.00	(\$99.70)	(\$99.70)
7147-120-01-4774-031	Miscellaneous	\$0.00	(\$720.00)	(\$720.00)
eRecording	eRecording	\$5,234.00	(\$5,234.00)	\$0.00
	Total	\$5,234.00	(\$21,654.20)	(\$16,420.20)
	Total	\$28,830.20	(\$28,830.20)	\$0.00

Range Summary

Range	Account	Debits	Credits	Net
Cash/Check				
	Cash Cash/Check	\$12,259.20	\$0.00	\$12,259.20
	Range Total	\$12,259.20	\$0.00	\$12,259.20

Bank Deposit

From 06/01/2016 To 06/30/2016

Deposit Totals

Payment Type	Actual Total	Adjusted Total
Cash	\$1,369.45	
Check	\$10,889.75	
Total Deposit	\$12,259.20	

Included Tills

Bank Deposit	Deposited	Till	Expected	Actual	Adjusted	Bank Account
4676	Jun 1, 2016	3_ReceiptStation1_Wed / 4627	\$443.00	\$443.00		Bank Account
4677	Jun 2, 2016	4_ReceiptStation1_Thu / 4629	\$485.00	\$485.00		Bank Account
4678	Jun 2, 2016	14_Payson_Thu / 4630	\$288.00	\$288.00		Bank Account
4679	Jun 3, 2016	5_ReceiptStation1_Fri / 4631	\$714.00	\$714.00		Bank Account
4680	Jun 3, 2016	15_Payson_Fri / 4632	\$90.00	\$90.00		Bank Account
4681	Jun 6, 2016	1_ReceiptStation1_Mon / 4633	\$975.00	\$975.00		Bank Account
4682	Jun 6, 2016	11_Payson_Mon / 4634	\$309.00	\$309.00		Bank Account
4683	Jun 7, 2016	2_ReceiptStation1_Tue / 4636	\$880.25	\$880.25		Bank Account
4684	Jun 7, 2016	12_Payson_Tue / 4635	\$167.50	\$167.50		Bank Account
4685	Jun 8, 2016	3_ReceiptStation1_Wed / 4637	\$769.00	\$769.00		Bank Account
4686	Jun 8, 2016	13_Payson_Wed / 4638	\$488.00	\$488.00		Bank Account
4687	Jun 9, 2016	4_ReceiptStation1_Thu / 4639	\$693.00	\$693.00		Bank Account
4688	Jun 9, 2016	14_Payson_Thu / 4640	\$136.00	\$136.00		Bank Account
4689	Jun 10, 2016	5_ReceiptStation1_Fri / 4641	\$912.00	\$912.00		Bank Account
4690	Jun 10, 2016	15_Payson_Fri / 4642	\$204.00	\$204.00		Bank Account
4691	Jun 13, 2016	1_ReceiptStation1_Mon / 4643	\$772.00	\$772.00		Bank Account
4692	Jun 13, 2016	11_Payson_Mon / 4644	\$291.00	\$291.00		Bank Account
4693	Jun 14, 2016	2_ReceiptStation1_Tue / 4645	\$598.00	\$598.00		Bank Account
4694	Jun 14, 2016	12_Payson_Tue / 4646	\$137.00	\$137.00		Bank Account
4695	Jun 15, 2016	3_ReceiptStation1_Wed / 4647	\$717.00	\$717.00		Bank Account
4696	Jun 15, 2016	13_Payson_Wed / 4648	\$316.00	\$316.00		Bank Account
4697	Jun 16, 2016	4_ReceiptStation1_Thu / 4649	\$342.00	\$342.00		Bank Account
4698	Jun 16, 2016	14_Payson_Thu / 4650	\$7,198.00	\$7,198.00		Bank Account
4699	Jun 17, 2016	15_Payson_Fri / 4652	\$306.50	\$306.50		Bank Account
4700	Jun 17, 2016	5_ReceiptStation1_Fri / 4651	\$786.00	\$786.00		Bank Account
4704	Jun 20, 2016	1_ReceiptStation1_Mon / 4654	\$654.00	\$654.00		Bank Account
4705	Jun 20, 2016	11_Payson_Mon / 4653	\$367.00	\$367.00		Bank Account
4706	Jun 21, 2016	2_ReceiptStation1_Tue / 4656	\$629.00	\$629.00		Bank Account
4707	Jun 21, 2016	12_Payson_Tue / 4657	\$158.00	\$158.00		Bank Account
4708	Jun 22, 2016	3_ReceiptStation1_Wed / 4659	\$545.00	\$545.00		Bank Account
4709	Jun 22, 2016	13_Payson_Wed / 4658	\$299.00	\$299.00		Bank Account
4710	Jun 23, 2016	4_ReceiptStation1_Thu / 4660	\$669.00	\$669.00		Bank Account
4711	Jun 23, 2016	14_Payson_Thu / 4661	\$220.00	\$220.00		Bank Account
4712	Jun 24, 2016	5_ReceiptStation1_Fri / 4662	\$692.00	\$692.00		Bank Account
4713	Jun 24, 2016	15_Payson_Fri / 4663	\$303.00	\$303.00		Bank Account
4714	Jun 27, 2016	1_ReceiptStation1_Mon / 4664	\$882.00	\$882.00		Bank Account
4715	Jun 27, 2016	11_Payson_Mon / 4665	\$156.00	\$156.00		Bank Account
4716	Jun 28, 2016	12_Payson_Tue / 4667	\$237.00	\$237.00		Bank Account
4717	Jun 28, 2016	2_ReceiptStation1_Tue / 4666	\$1,081.45	\$1,081.45		Bank Account
4718	Jun 29, 2016	3_ReceiptStation1_Wed / 4669	\$613.00	\$613.00		Bank Account
4719	Jun 29, 2016	13_Payson_Wed / 4668	\$274.00	\$274.00		Bank Account
4720	Jun 30, 2016	14_Payson_Thu / 4671	\$621.50	\$621.50		Bank Account
4721	Jun 30, 2016	4_ReceiptStation1_Thu / 4670	\$868.00	\$868.00		Bank Account
4724	Jun 30, 2016	previousday / 4676	\$408.00	\$408.00		Bank Account

Report for June 2016

SECTION I		CREDIT	DEBIT	TOTAL
1005 (GENERAL FUND)	PAID INTO SUSPENSE ACCT	12,322.00	-	12,322.00
	PAID OUT OF SUSPENSE ACCT	-	(11,161.00)	(11,161.00)
	RECORDING FEES	11,657.50	-	11,657.50
	REFUNDS-EXCESS FEES	-	(31.00)	(31.00)
	INTEREST PD TO ACCT	0.14	-	0.14
Staled Checks		-	-	-
TOTAL 1005 FUNDS		23,979.64	(11,192.00)	12,787.64
SECTION II				
	7145 FUND (RECORDER)	3,940.00		3,940.00
	7146 FUND (MINING - 80% STATE TREAS)	-	-	-
	7146 FUND (MINING - 20% RECORDER)	-		-
	7147 FUND (COMPUTER SVCS)	822.70		822.70
TOTAL SEC II FUNDS		4,762.70	-	4,762.70
COMBINED TOTALS - TOTAL FEES COLLECTED		28,742.34	(11,192.00)	17,550.34

House Account Summary

Gila County AZ Recorder

For the Period of 06/01/2016 - 06/30/2016

Immediate and Deferred Accounts

House Account ID	House Account Name	Starting Balance	Charges	Payments	Ending Balance
ACCU	ACCUSEARCH	(103.00)	2.00	0.00	(101.00)
ADOT	AZ DEPT OF TRANS	(260.00)	0.00	0.00	(260.00)
APS	APS/COPIES	(171.00)	0.00	0.00	(171.00)
APSR	APS/RECORDINGS	(289.00)	0.00	0.00	(289.00)
ARARS	AZ RESEARCH & RETRIEVAL SVCS	(178.00)	23.00	0.00	(155.00)
AWC	ARIZONA WATER COMPANY	(125.00)	0.00	0.00	(125.00)
AZDORI	ADOR ACCOUNTS PAYABLE	(1,090.80)	8.00	0.00	(1,082.80)
AZRE/RECORDING	ARIZONA DEPT OF REALESTATE	(2,042.00)	0.00	0.00	(2,042.00)
CRSI	Colorado Records Sooner Inc	(123.00)	0.00	0.00	(123.00)
CTS	COMPLETE TITLE SOLUTIONS	(37.00)	10.00	0.00	(27.00)
D2	D2 SURVEYING LLC	(196.00)	49.00	0.00	(147.00)
DS	DATA SERVICES	(1,000.00)	1,216.00	(1,216.00)	(1,000.00)
EPN	eRecording Partners Network	(1,000.00)	112.00	(112.00)	(1,000.00)
EQUIT	EQUITY SERVICES	(28.00)	3.00	0.00	(25.00)
FARES	CORELOGIC	(1,751.40)	190.00	0.00	(1,561.40)
FATM	FIRST AMERICAN MICROFICHE	(888.20)	165.00	0.00	(723.20)
FNDS	BLACK KNIGHT FINANCIAL SERVICES	(488.20)	190.00	0.00	(298.20)
GCCD	GILA COUNTY COMMUNITY DEVELOPMENT	164.50	0.00	0.00	164.50
HANSEN-ENGINEERING	HANSEN ENGINEERING & SURVEYING	(130.00)	0.00	0.00	(130.00)
IMAPP	IMAPP , INC	(53.40)	0.00	0.00	(53.40)
INDECOMM	INDECOMM	(1,000.00)	75.00	(75.00)	(1,000.00)
INDEPTH	INDEPTH SOLUTIONS INC	(111.00)	0.00	0.00	(111.00)

House Account Summary

Gila County AZ Recorder

For the Period of 06/01/2016 - 06/30/2016

Immediate and Deferred Accounts

House Account ID	House Account Name	Starting Balance	Charges	Payments	Ending Balance
Ingeo	Ingeo - eRecording	(1,127.00)	613.00	(613.00)	(1,127.00)
IRS	INTERNAL REVENUE SERVICE	(82.00)	88.00	(88.00)	(82.00)
LA001	First American Title Lenders Advantage	(428.50)	0.00	0.00	(428.50)
LTIC	Lawyers Title of Arizona inc	(178.00)	0.00	0.00	(178.00)
MHK	MORRIS HALL KINGHORN	(266.00)	0.00	0.00	(266.00)
NDTS-TSG	FIRST AMERICAN TITLE INSURANCE COMPANY	(867.00)	0.00	0.00	(867.00)
NewAcct1	Applied Technology Resources Inc	(200.00)	0.00	0.00	(200.00)
NTC	NATIONWIDE TITLE CLEARING	(982.00)	0.00	0.00	(982.00)
PIONE	PIONEER TITLE AGENCY FICHE	(3,846.00)	175.00	0.00	(3,671.00)
PTP2	PIONEER TITLE AGENCY RECORDINGS 2	(2,456.00)	5,023.00	(7,000.00)	(4,433.00)
Public Works Floodplain	Gila County	(81.00)	0.00	0.00	(81.00)
RSSI	RECORD SEARCHING SERVICES INC	(82.00)	1.00	0.00	(81.00)
RUI	RESEARCH UNLIMITED INC	(83.00)	0.00	0.00	(83.00)
simplifile	Simplifile - eRecording	(1,089.00)	3,218.00	(3,218.00)	(1,089.00)
SOUTHWES DIV	FIRST AMERICAN TITLE	(1,100.20)	0.00	0.00	(1,100.20)
TD	Timely Documents	(100.00)	0.00	0.00	(100.00)
Totals		(23,868.20)	11,161.00	(12,322.00)	(25,029.20)

CHECKS DRAWN

June

				MISCELLANEOUS	
				DESCRIPTION	AMOUNT
1	6/1	96	-	—	16 Durwood Cannam
2	6/2	78	-	184	-
3	6/3	114	-	90	-
4	6/6	204	-	111	-
5	6/7	225	25	37	50
6	6/8	114	-	180	-
7	6/9	192	-	82	-
8	6/10	142	-	102	-
9	6/13	312	-	42	-
10	6/14	71	-	42	-
11	6/15	170	-	16	-
12	6/16	140	-	7041	-
13	6/17	163	-	38	50
14	6/20	249	-	32	-
15	6/21	97	-	25	-
16	6/22	161	-	25	-
17	6/23	254	-	88	-
18	6/24	246	-	55	-
19	6/27	372	-	32	-
20	6/28	147	45	—	-
21	6/29	86	-	177	-
22	6/30	177	-	48	50
23					31.
24					
25					
		3810	70	8448	50

DOME CHECK AND DEPOSIT REGISTER

Salary/Wages (Gross)	Payroll Deductions	BANK ACCOUNT									
		Date	Description	Check No.	Discounts Taken	Amount Of Check	Paid/ Cashed	Date Of Deposit	Amount Of Deposit	Balance	
		◀ TOTALS BROUGHT FORWARD ▶									
			House Acct Dep.							12,259 ²⁰	
1			House Acct Dep.							4,914 - 1	
2			House Acct. Dep - July							408 - 2	
3			Interest							.14 3	
4										17,581 ³⁴ 4	
5			Refunds							(31 -) 5	
6			Osola County							17,550 ³⁴ 6	
7										7	
8										8	
9										9	
10										10	
11										11	
12										12	
13										13	
14										14	
15										15	
16										16	
17										17	
18										18	
19										19	
20										20	
21										21	
22										22	
23										23	
24										24	
25										25	
			Totals To Date								

ARF-3907

Consent Agenda Item 4. I.

Regular BOS Meeting

Meeting Date: 08/15/2016

Reporting Period: June 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 June 2016.

Suggested Motion

Acknowledgment of the June 2016 monthly activity report submitted by the Clerk of the Superior Court's Office.

Attachments

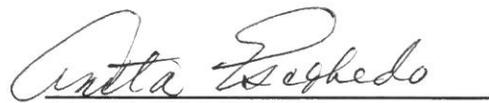
Clerk of Court June 2016 report

**IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF GILA**

**CLERK'S REPORT
FOR
JUNE 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, reading "Anita Escobedo", written in black ink. The signature is positioned above 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 : 7/20/2016 1:31:45 PM

Criteria : From Date : 6/1/2016 To Date :6/30/2016

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	\$22810.74		(\$18960.24)		\$3850.50	\$0.00
Agency Name : BOND POSTED - THIS COURT									
ZBND	BOND POSTED - THIS COURT	ZBND	BOND POSTED - THIS COURT	\$9684.74			(\$3250.00)	\$6434.74	\$0.00
Agency Name : ELECTED OFFICIALS RETIRE. FUND									
ZEORF	ELECTED OFFICIALS RETIRE. FUND	ZEORF	ELECTED OFFICIALS RETIRE. FUND	\$3082.76		\$57.68		\$3140.44	\$157.02
Agency Name : GILA COUNTY TREASURER									
CTREAS	GILA COUNTY TREASURER	ZOS2	2011 ADDTNL ASSMNT -CNTY TRSR	\$12.35		\$4.00		\$16.35	\$0.82
		ZOS1	2011 ADDTNL ASSMNT -STATE TRSR	\$98.79		\$32.00		\$130.79	\$6.54
		ZIAAF	ADMINISTRATIVE INDIGENT ASSESSMENT	\$325.00		\$50.00		\$375.00	\$0.00
		ZADR	ALTER. DISPUTE RESOLUTION FUND	\$70.11		\$1.31		\$71.42	\$3.57
		ZATT	ATTORNEY FEE REIMBURSEMENT	\$3481.86		\$62.95		\$3544.81	\$0.00
		ZALTF	AZ LENGTHY TRIAL FUND	\$405.00		\$15.00		\$420.00	\$21.00
		ZFEE	BASE FEES (GENERAL FUND)	\$6657.77		(\$24.01)		\$6633.76	\$331.69
		ZFINE	BASE FINES	\$6128.73		\$897.49		\$7026.22	\$351.31
		ZFORF	BOND FORFEITURES				\$3250.00	\$3250.00	\$162.50

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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	ZCIEF	CHILDREN ISSUES EDUC FUND	\$939.14		\$33.33		\$972.47	\$48.62
		ZCEF	CLEAN ELECTIONS FUND	\$665.49		\$162.38		\$827.87	\$0.00
		ZCAA1	CONFIDENTIAL ADDRESS ASSESSMENT FUND-STATE	\$47.50		\$31.82		\$79.32	\$3.97
		ZCAA2	CONFIDENTIAL ADDRESS ASSESSMENT FUND-LOCAL	\$2.50		\$1.68		\$4.18	\$0.21
		ZCIF	CONFIDENTIAL INTERMEDIARY FUND	\$51.80		\$0.94		\$52.74	\$2.64
		ZJDET	COUNTY JUV DETENTION	\$165.31		\$1558.96		\$1724.27	\$86.21
		ZCLLF	COUNTY LAW LIBRARY FUND	\$3080.95		\$57.66		\$3138.61	\$156.93
		ZCJEF	CRIMINAL JUSTICE ENHANCE FUND	\$3136.69		\$789.45		\$3926.14	\$196.31
		ZDNAS	DNA STATE SURCHARGE	\$311.75		\$41.40		\$353.15	\$17.66
		ZDS	DOCUMENT STOR. & RETRIEVAL FND	\$1179.77		\$36.11		\$1215.88	\$60.79
		ZDVCA	DOM. VIOL.-CHLD ABUSE PREV FND	\$388.32		\$7.28		\$395.60	\$19.78
		ZDREF	DOMESTIC RELATIONS EDUCATION	\$213.61				\$213.61	\$10.68
		ZDVSF	DOMESTIC VIOLENCE SHELTER FUND	\$1835.37		\$66.92		\$1902.29	\$95.11
		ZDECJ	DRUG & GANG ENFORCEMENT FINES	\$552.59		\$1269.50		\$1822.09	\$91.10

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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	ZDGEF	DRUG & GANG ENFORCEMENT FUND	\$263.53		\$4.95		\$268.48	\$13.42
		ZDCRT	DRUG COURT FEE FUND	\$220.00				\$220.00	\$11.00
		ZDUIA	DUI ABATEMENT FUND	\$98.80				\$98.80	\$4.94
		ZCSVF	EXPEDITED CHILD SUPPORT AND	\$735.41				\$735.41	\$36.77
		ZWITN	EXPERT WITNESS FUND	\$780.00				\$780.00	\$0.00
		ZEXAP	EXTRA ADULT PROBATION ASMNT	\$401.49		\$382.55		\$784.04	\$39.20
		ZEXJU	EXTRA JUV PROBATION ASMNT	\$26.41		\$44.63		\$71.04	\$3.55
		ZEXT	EXTRADITION REIMBURSEMENT	\$50.05				\$50.05	\$0.00
		ZFAR2	FARE DELINQUENCY FEE	\$81.67		\$129.37		\$211.04	\$0.00
		ZFAR1	FARE SPEC COLLECTIONS	\$75.20		\$117.92		\$193.12	\$0.00
		ZFTGS	FILL-THE-GAP SURCHARGE (7%)	\$455.91		\$113.65		\$569.56	\$28.48
		ZCC	GEN JURIS CONCILIATION COURT	\$2132.53		\$91.46		\$2223.99	\$111.20
		ZGCAT	GILA COUNTY ATTORNEY - 60%	\$3350.15		\$540.54		\$3890.69	\$0.00
		ZGCLK	GILA COUNTY CLERK OF THE COURT - 10%	\$558.35		\$90.07		\$648.42	\$0.00
		ZGCSC	GILA COUNTY SUPERIOR COURT - 30%	\$1675.10		\$270.29		\$1945.39	\$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	ZJF	JAIL (INCARCERATION) FEES	\$10.63		\$20.48		\$31.11	\$0.00
		ZJCLF	JUDIC. COLLECT. ENHANCE. FUND - LOCAL	\$1513.31		\$28.30		\$1541.61	\$77.08
		ZJCSF	JUDIC. COLLECT. ENHANCE. FUND - STATE	\$3437.87		\$64.33		\$3502.20	\$175.11
		ZJCL	JUDICIAL COLLECT ENHANCE FUND - LOCAL	\$142.41		\$66.00		\$208.41	\$0.00
		ZJCS	JUDICIAL COLLECT ENHANCE FUND - STATE	\$264.49		\$126.00		\$390.49	\$0.00
		ZJDO	JUVENILE DIVERSN FUND OVER \$40	\$11.40				\$11.40	\$0.57
		ZJDU	JUVENILE DIVERSN FUND UNDER \$40	\$95.60		\$400.00		\$495.60	\$24.78
		ZJS	JUVENILE PROBATION SERV FEES	\$249.34		\$574.63		\$823.97	\$41.20
		ZLCL	LOCAL COSTS/FEES - NSF	\$25.00				\$25.00	\$1.25
		ZMSEF	MEDICAL SERVICES ENHANCE FUND	\$867.23		\$217.37		\$1084.60	\$54.23
		ZMISC	MISCELLANEOUS FEES	\$96.60				\$96.60	\$4.83
		ZOS3	OFFCR SAFETY EQUIP -CITY POLICE	\$31.08		\$16.00		\$47.08	\$2.35
		ZOS5	OFFCR SAFETY EQUIP -DPS	\$0.21				\$0.21	\$0.01
		ZOS4	OFFCR SAFETY EQUIP -SHERIFF	\$18.12				\$18.12	\$0.91

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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	ZOVF	OVERPAYMENT FORFEITED	\$7.00		(\$11.00)		(\$4.00)	(\$0.20)
		ZPP	PASSPORT APPLICATION FEES	\$1250.00				\$1250.00	\$62.50
		ZPCOF	PRISON CONSTRUCTION AND	\$2608.58		\$450.13		\$3058.71	\$152.94
		ZPRS6	PROB SURCH 2006	\$0.54				\$0.54	\$0.03
		ZPBA	PROBATION FEE ADULT	\$11358.86		\$5100.44		\$16459.30	\$822.97
		ZPRSU	PROBATION SURCHARGE (\$5.00)	\$5.00				\$5.00	\$0.25
		ZPUBZ	PUBLIC DEFENDER FEES	\$370.00		\$17.00		\$387.00	\$0.00
		ZPSEF	PUBLIC SAFETY EQUIPMENT FUND	\$195.00		\$124.21		\$319.21	\$0.00
		ZSMEN	SPOUSAL MAINTENANCE FUND	\$149.03		\$7.03		\$156.06	\$7.80
		ZSTAT	STATE TREASURER - GENERAL FUND	\$1700.78				\$1700.78	\$85.04
		ZTECH	TECHNICAL REGISTRATION FUND	\$61.00		\$45.00		\$106.00	\$5.30
		ZVRIF	VICTIMS RIGHTS IMPLEMENTATION			\$65.00		\$65.00	\$3.25
		ZGFDU	XTRA DUI ASSMT	\$25.00		\$274.87		\$299.87	\$14.99
		ZPRS9	ZPRS9	\$223.88		\$80.00		\$303.88	\$15.19
Agency Name : JUVENILE FAMILY COUNSELING FEE									
ZJFC	JUVENILE FAMILY COUNSELING FEE	ZJFC	JUVENILE FAMILY COUNSELING FEE			\$45.00		\$45.00	\$2.25

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Summary Allocation by Agency Report

GILA COUNTY SUPERIOR COURT

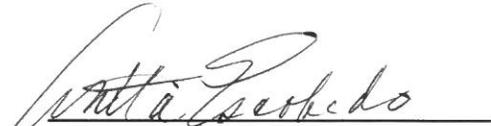
Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
Agency Name : MISCELLANEOUS - TRUST									
ZMIST	MISCELLANEOUS - TRUST	ZMIST	MISCELLANEOUS - TRUST	\$44.00				\$44.00	\$0.00
Agency Name : OVERPAYMENT FUND									
ZOVER	OVERPAYMENT FUND	ZOVER	OVERPAYMENT FUND	\$58.00		\$11.00		\$69.00	\$0.00
Agency Name : RESTITUTION									
ZREST	RESTITUTION	ZREST	RESTITUTION	\$9061.02		\$4299.17		\$13360.19	\$0.00
Total:				\$110114.22		\$0.00	\$0.00	\$110114.22	\$3627.65
								Less Shaded Areas:	- 23,048.37
									87,065.85
								Less Hold Receipting:	-3,850.50
									83,215.35
								Less Juv Counseling:	- 45.00
									83,170.35
								Overpayment Forfeited:	+4.00
									83, 174.00
								Less F.A.R.E.:	- 404.16
									\$ 82, 770.19

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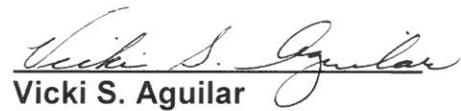
STATE OF ARIZONA)
) ss:
County of Gila)

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 JUNE 2016.


ANITA ESCOBEDO
Clerk of the Superior Court
Of Gila County, Arizona

SUBSCRIBED AND SWORN to before me this 10TH day of JULY 2016.


Vicki S. Aguilar
Chief Deputy

ARF-3913

Consent Agenda Item 4. J.

Regular BOS Meeting

Meeting Date: 08/15/2016

Reporting Period: July 2016

Submitted For: Ruben Mancha, Globe Regional Constable

Submitted By: Rose Holiday, Constable Clerk

Information

Subject

Globe Regional Constable's Office Monthly Report for July 2016

Suggested Motion

Acknowledgment of the July 2016 monthly activity report submitted by the Globe Regional Constable's Office.

Attachments

July 2016

RUBEN A. MANCHA
GLOBE REGIONAL
CONSTABLE



1400 E ASH ST
GLOBE, AZ 85501
928-402-8758

Date: 08/08/2016
To: Gila County Board of Supervisors
From: Ruben A. Mancha Constable
Re: Monthly Report

For the month of July, the Globe Constable performed the following services in the Globe Precinct and Gila County.

SEE ATTACHED SHEET

TOTAL SERVICES FOR MONTH: **208**
TOTAL MILES FOR MONTH **1293**

Globe Constable assisted/other: Bailiff in **4** court
hearings

The Deputy Constable assisted/other: Bailiff in **0** court
hearings

Total Monies Collected for the Month **\$ 340**

FTP Monies Collect by Justice Court from Constable **\$ 1000.79**
Warrant Letters

Warrant letters mailed **43**

Respectfully submitted,

Ruben A. Mancha
GLOBE CONSTABLE

GILA COUNTY TREASURER'S RECEIPT GILA COUNTY, ARIZONA

DATE 8/8/16

116931 AG-06

CONTRACT # _____

GRANT # _____

DEPOSIT TO FUND General Fund FUND # _____

REMITTING AGENCY Globe Regional Constable #321

BILLING PERIOD July 2016

Account Code	Direct Deposit / Check #	Revenue Description	Amount
<u>1005.321.3405.80</u>	<u>Cash</u>	<u>Service Fees</u>	<u>144</u> 00
	<u>9930</u>		<u>40</u> 00
	<u>4868</u>		<u>40</u> 00
	<u>2062783</u>		<u>40</u> 00
	<u>5575</u>		<u>40</u> 00
	<u>2311</u>		<u>56</u> 00
	<u>6279</u>		<u>48</u> 00
	<u>6277</u>		<u>48</u> 00
	<u>3946</u>		<u>40</u> 00
			<u>456</u> 00

Preparer Signature: Rose Holiday Title Constable Clerk

Approved Signature: _____ Title _____

SUMMARY OF DEPOSIT

Currency	<u>144</u>
Coins	
Checks	<u>312</u>
Total	<u>456</u>

5 @ 20 = 100
 2 @ 10 = 20
 4 @ 5 = 20
 4 @ 1 = 4

 144

TREASURER By [Signature] Date 8/8/16

GLOBE REGIONAL CONSTABLE OFFICE

FEES COLLECTED

JULY 2016

DATE	RECEIVED FROM	PROCESS NUMBER CASE NUMBER	AMOUNT	CHECK / MO / CASH
7/1/2016	John Perlman	1607CO034 J0403CV2016-272	\$48.00	Check
7/11/2016	Globe MHP	1607CO054 J0403CV2016-285	\$40.00	Money Order
7/12/2016	John Perlman	1607CO059 J0403CV2016-292	\$48.00	Check
7/12/2016	CMRI LLC	1607CO060 J0403CV2016-293	\$48.00	Cash
7/12/2016	Windtberg & Zdancewicz	1607CO061 J0403CV2016-245	\$40.00	Check
7/15/2016	Hector Castillo	1607CO078 J0403CV2016-299	\$40.00	Cash
7/18/2016	Edward Hernandez	1607CO092 J0403CV2016-258	\$40.00	Check
7/20/2016	Service First Realty	1607CO115	\$40.00	Check
7/21/2016	Bryan Levy Attorney	1607CO140 J0403CV2016-306 1607CO141 J0403CV2016306	\$56.00	Check
7/26/2016	Destiny Drake	1607CO175 DO2016-00237	\$56.00	Cash
Collected:			\$456.00	
Refund:			\$116.00	
Total:			\$340.00	



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>	
App & Affidavit for Default	1	0	0.00	1	100.00	0	0.00
Answer	2	0	0.00	2	100.00	0	0.00
Arrest Warrant	43	43	100.00	0	0.00	0	0.00
Child Custody Packet	1	1	100.00	0	0.00	0	0.00
Divorce Packet	1	0	0.00	1	100.00	0	0.00
Five Day Notice	1	0	0.00	1	100.00	0	0.00
Hearing Order on OP	3	0	0.00	3	100.00	0	0.00
Notice and Summons	2	0	0.00	2	100.00	0	0.00
Notice to Appear; Petition	7	0	0.00	7	100.00	0	0.00
Order of Protection	1	0	0.00	1	100.00	0	0.00
Summons and Complaint	4	0	0.00	3	75.00	1	25.00
Subpoena Duces Tecum	130	0	0.00	127	97.69	3	2.31
Summons Forcible Detainer	6	0	0.00	6	100.00	0	0.00
Summons	3	0	0.00	2	66.67	1	33.33
Criminal Summons	3	1	33.33	2	66.67	0	0.00
Totals	208	45	21.63	158	75.96	5	2.40

Report Includes:

All receive dates between `07:00:00 07/01/16` and `23:59:00 07/31/16`, 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: Aceves, Lynelle K.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
5900 N MAIN ST; Unit 37, Globe	Mancha, R A	Lynelle Aceeves	YES
Time/Date: 17:10:00 07/01/16			

To Be Served: Alvarado, Arlene K.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1400 E ASH ST, Globe	Taylor, R C	Arlene Alvarado	YES
Time/Date: 10:30:00 07/05/16			

To Be Served: Anzaldua, Albert E.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
702 E PRICKLY PEAR DR, Globe	Rust, K	Warrant Letter Mailed	NO
Time/Date: 08:55:19 07/20/16			
702 E PRICKLY PEAR DR, Globe	Rust, K	Warrant Letter Mailed	NO
Time/Date: 09:53:48 07/20/16			
702 E PRICKLY PEAR DR, Globe	Rust, K	Warrant Letter Mailed	NO
Time/Date: 10:10:37 07/20/16			
702 E PRICKLY PEAR DR, Globe	Rust, K	Warrant Letter Mailed	NO
Time/Date: 10:18:33 07/20/16			

To Be Served: Aquino, Anyda

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
2260 E US HIGHWAY 60; TRACTOR SUPPLY, Globe	Taylor, R C		NO
Time/Date: 09:00:00 07/28/16			

To Be Served: Aragon, Paula L.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
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939 Church Avenue, Superior	Rust, K	Warrant Letter Mailed	NO
Time/Date: 11:49:54 07/27/16			
To Be Served: Arney, Samson D.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
5891 E HOPE LN; LANDFILL, Globe	Rust, K	Samson Arney	YES
Time/Date: 16:05:00 07/06/16			
To Be Served: Baca, William D.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
[REDACTED]	Taylor, R C		NO
Time/Date: 11:00:00 07/08/16			
[REDACTED]	Taylor, R C	William Baca	YES
Time/Date: 13:55:00 07/08/16			
[REDACTED]	Taylor, R C	William Baca	YES
Time/Date: 11:30:00 07/21/16			
To Be Served: Badilla, Debra M.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1421 S MONTEREY DR; #29, Globe	Taylor, R C		NO
Time/Date: 11:25:00 07/14/16			
1421 S MONTEREY DR; #29, Globe	Taylor, R C		NO
Time/Date: 11:25:00 07/14/16			
1421 S MONTEREY DR; #29, Globe	Taylor, R C		NO
Time/Date: 13:57:51 07/15/16			
To Be Served: Bailey, Felicia T.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
2524 E Hampton, Mesa	Rust, K	Warrant Letter Mailed	NO
Time/Date: 14:40:41 07/27/16			
To Be Served: Barajas, Marion R. Jr			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>

24 La Mesa Terrace, Globe	Rust, K	Warrant Letter Mailed	NO
Time/Date: 12:15:03 07/27/16			
To Be Served: Barnes, George W.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1175 N broad, Globe	Taylor, R C		NO
Time/Date: 10:05:00 07/29/16			
To Be Served: Bloodworth, Pamela L.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
[REDACTED]	Taylor, R C	Pamela Bloodworth	YES
Time/Date: 12:10:00 07/05/16			
[REDACTED]	Taylor, R C	Pamela Bloodworth	YES
Time/Date: 12:10:00 07/05/16			
[REDACTED]	Taylor, R C	Pamela Bloodworth	YES
Time/Date: 12:15:00 07/21/16			
To Be Served: Bonnie, James L.			
<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: 09:50:00 07/05/16			
1100 E SOUTH ST, Globe	Taylor, R C	R. Holiday	YES
Time/Date: 12:50:00 07/18/16			
To Be Served: Booth, Norficia D.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
5741 Pineway, Claypool	Taylor, R C		NO
Time/Date: 11:50:00 07/15/16			
To Be Served: Brewer, Emiliano R.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
4307 E HAMMOND ST, Claypool	Rust, K	Warrant Letter Mailed	NO
Time/Date: 14:58:11 07/27/16			

To Be Served: Brown, Virginia

Service AttemptAttempted ByServed OnSvd?

[REDACTED]

Taylor, R C

Virginia Brown

YES

Time/Date: 11:15:00 07/19/16

To Be Served: Campbell, Robert

Service AttemptAttempted ByServed OnSvd?

1100 South Street, Globe

Taylor, R C

R. Holiday

YES

Time/Date: 10:35:00 07/27/16

To Be Served: Campos, Alex V.

Service AttemptAttempted ByServed OnSvd?

[REDACTED]

Taylor, R C

Alex Campos

YES

Time/Date: 13:05:00 07/07/16

To Be Served: Campos, Sylvia J.

Service AttemptAttempted ByServed OnSvd?

[REDACTED]

Taylor, R C

Sylvia Campos

YES

Time/Date: 12:00:00 07/05/16

To Be Served: Castaneda, Abraham J. Jr

Service AttemptAttempted ByServed OnSvd?

175 North Pine Street, Globe

Taylor, R C

Lt. Durnan

YES

Time/Date: 09:40:00 07/21/16

175 North Pine Street, Globe

Taylor, R C

A. Martinez

YES

Time/Date: 10:45:00 07/27/16

To Be Served: Castaneda, Vanessa R.

Service AttemptAttempted ByServed OnSvd?

[REDACTED];

Taylor, R C

Vanessa Castaneda

YES

Time/Date: 09:20:00 07/28/16

To Be Served: Castillo, Hector A.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1419 Mesquite St, Globe	Mancha, R A	Hector Castillo	YES
Time/Date: 13:58:00 07/21/16			

To Be Served: Charles, Keith E.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1100 South Street, Globe	Taylor, R C	R. Holiday	YES
Time/Date: 10:35:00 07/27/16			
1100 South Street, Globe	Taylor, R C	R. Holiday	YES
Time/Date: 10:35:00 07/27/16			

To Be Served: Chidester, Jordyn D.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
[REDACTED]	Taylor, R C		NO
Time/Date: 11:29:00 07/05/16			
[REDACTED]	Taylor, R C	Jordyn Chidester	YES
Time/Date: 10:21:00 07/09/16			
[REDACTED]	Taylor, R C		NO
Time/Date: 12:20:00 07/24/16			
[REDACTED]	Mancha, R A	Jordyn Chidester	YES
Time/Date: 12:35:00 07/24/16			

To Be Served: [REDACTED]

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
[REDACTED]	Taylor, R C	[REDACTED]	YES
Time/Date: 11:20:00 07/15/16			

To Be Served: Cruz, Indalecio R. JR

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
710 W ASH ST, Globe	Mancha, R A	Indalecio R. Cruz	YES
Time/Date: 16:14:29 07/29/16			

To Be Served: Dalmolin, Bianca

<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: 10:25:00 07/22/16			

To Be Served: Dalmolin, Deputy

<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: 09:50:00 07/05/16			

To Be Served: Dalmolin, Yvette M.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
	Taylor, R C	Yvette Dalmolin	YES
Time/Date: 10:25:00 07/21/16			

To Be Served: Danaj, Brian

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
Highway 60/77 M.P. 253 AZDPS, Globe	Taylor, R C	M Sneezy	YES
Time/Date: 10:30:00 07/01/16			
Highway 60/77 M.P. 253 AZDPS, Globe	Taylor, R C	M Sneezy	YES
Time/Date: 10:30:00 07/05/16			

To Be Served: Decino, Christopher D.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
603 Third Ave, Globe	Rust, K	Warrant Letter Mailed	NO
Time/Date: 15:42:23 07/14/16			

To Be Served: DeClay, Danielson

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
PO Box 1595, Whiteriver	Rust, K	Warrant Letter Mailed	NO
Time/Date: 15:03:14 07/14/16			

To Be Served: DeClay, Mario T.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>

PO Box 2890, Whiteriver	Rust, K		NO
Time/Date: 14:58:42 07/14/16			
Arrow Street, #192, Whiteriver	Rust, K	Warrant Letter Mailed	NO
Time/Date: 10:05:32 07/20/16			

To Be Served: Deiters, Jordan M.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
5961 S MORROW AVE, Claypool	Taylor, R C	Jordan Deiters	YES
Time/Date: 10:05:00 07/11/16			

To Be Served: Delma, Walter J.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
PO Box 1641, San Carlos	Rust, K	Warrant Letter Mailed	NO
Time/Date: 10:06:45 07/20/16			

To Be Served: Dickey, Carie J.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
3809 S Cooley Ranch Road, Winkelman	Taylor, R C		NO
Time/Date: 12:30:00 07/27/16			

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: 09:50:00 07/05/16			
1100 South St, Globe	Taylor, R C	R Holiday	YES
Time/Date: 09:50:00 07/05/16			

To Be Served: Dunn, Frances D.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
	Taylor, R C	Frances Dunn	YES
Time/Date: 08:45:00 07/28/16			

To Be Served: Dybdahl, William M. III

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
360 W OIL CIRCLE DR, Globe Time/Date: 11:48:00 07/19/16	Taylor, R C	William Dybdahl	YES
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 Time/Date: 12:15:00 07/22/16	Taylor, R C	A. Martinez	YES
175 N PINE ST, Globe Time/Date: 10:45:00 07/27/16	Taylor, R C	A. Martinez	YES
To Be Served: Esparza, Dorine			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
[REDACTED] Time/Date: 09:50:00 07/21/16	Taylor, R C		NO
[REDACTED] Time/Date: 09:05:00 07/22/16	Taylor, R C	Dorine Esparza	YES
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 Time/Date: 10:45:00 07/27/16	Taylor, R C	A. Martinez	YES
To Be Served: Fane, Kevin			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
DPS, Globe Time/Date: 10:50:00 07/22/16	Taylor, R C	M. Sneezy	YES
175 N PINE ST, Globe Time/Date: 12:30:00 07/27/16	Taylor, R C	M Sneezy	YES
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: 09:50:00 07/05/16			
1100 South St, Globe	Taylor, R C	R Holiday	YES
Time/Date: 09:50:00 07/05/16			
1100 South St, Globe	Taylor, R C	R. Holiday	YES
Time/Date: 12:50:00 07/18/16			
1100 South St, Globe	Taylor, R C	R. Holiday	YES
Time/Date: 12:30:00 07/22/16			
<hr/>			
To Be Served: Garcia, Daniel J.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
540 Miami Rd, Globe	Taylor, R C		NO
Time/Date: 12:50:00 07/13/16			
<hr/>			
To Be Served: Garcia, Pedro C.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
251 W GILLETTE ST, Globe	Rust, K	Warrant Letter Mailed	NO
Time/Date: 10:21:21 07/27/16			
<hr/>			
To Be Served: Gillen, Chief			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
740 W SULLIVAN ST, Miami	Taylor, R C	C Vargas	YES
Time/Date: 10:40:00 07/05/16			
<hr/>			
To Be Served: [REDACTED]			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
[REDACTED]	Taylor, R C	[REDACTED]	YES
Time/Date: 12:10:00 07/19/16			
<hr/>			
To Be Served: Globe Justice Court			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1400 Ash Street, Globe	Mancha, R A	Michael Sellars	YES
Time/Date: 09:53:00 07/21/16			
1400 Ash Street, Globe	Mancha, R A	Michael Sellars	YES

Time/Date: 09:53:00 07/21/16

To Be Served: Globe Regional Court

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
Globe Justice Regional Court, Globe	Taylor, R C	M Sellars	YES

Time/Date: 09:25:00 07/05/16

Globe Justice Regional Court, Globe	Taylor, R C	M Sellars	YES
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Time/Date: 09:25:00 07/05/16

To Be Served: Golden, Ryan M.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
4433 Golden Way, Globe	Mancha, R A		NO

Time/Date: 17:04:00 07/12/16

Pinto Valley Parking Lot, Globe	Mancha, R A	Ryan Golden	YES
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Time/Date: 16:02:00 07/13/16

To Be Served: Green, Brandie L.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
8958 S six Shooter Canyon Rd Spc #87, Globe	Taylor, R C		NO

Time/Date: 17:24:00 07/12/16

8958 S SIX SHOOTER CANYON RD; PUEBLO HEIGHTS MHP; unit 37, Globe	Taylor, R C		NO
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Time/Date: 08:30:00 07/13/16

5900 N MAIN ST; unit 16, Globe	Taylor, R C	Brandie Green	YES
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Time/Date: 09:21:00 07/13/16

To Be Served: Green, Kevin D.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
5654 E BLACK WARRIOR AVE, Globe	Taylor, R C	Posted & Certified Mailed	YES

Time/Date: 10:00:00 07/13/16

To Be Served: Green, Margaret D.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
5654 E BLACK WARRIOR AVE, Globe	Taylor, R C	Posted & Certified Mailed	YES

Time/Date: 10:00:00 07/13/16

To Be Served: Gregorich, Judy L.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
[REDACTED]	Taylor, R C	Judy Gregorich	YES

Time/Date: 10:15:00 07/05/16

[REDACTED]	Taylor, R C	Judy Gregorich	YES
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Time/Date: 12:33:00 07/05/16

[REDACTED]	Taylor, R C		NO
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Time/Date: 11:50:00 07/21/16

To Be Served: Groh, Ronald R.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
395 N SIXTH ST, Globe	Taylor, R C		NO

Time/Date: 09:30:00 07/21/16

395 N SIXTH ST, Globe	Taylor, R C		NO
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Time/Date: 09:25:00 07/22/16

395 N SIXTH ST, Globe	Taylor, R C	Ron Groh	YES
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Time/Date: 10:05:00 07/22/16

To Be Served: Guerena, Michael A.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
390 S HILL ST, Globe	Rust, K	Michael Guerena	YES

Time/Date: 16:38:00 07/11/16

To Be Served: Guerrero, Gabriel

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
175 N Pine St GPD, Globe	Taylor, R C	Lt. Durnan	YES

Time/Date: 09:40:00 07/21/16

To Be Served: Haddick, Renea L.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1163 W Sullivan St, Miami	Rust, K	Warrant Letter Mailed	NO

Time/Date: 10:01:07 07/20/16			
1163 W Sullivan St, Miami	Rust, K	Warrant Letter Mailed	NO
Time/Date: 10:03:46 07/20/16			
To Be Served: Haines, Charles			
<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: 10:45:00 07/27/16			
To Be Served: Hall, Jolena F.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1695 N WHEATFIELDS RD; unit 8, Globe	Mancha, R A	Jolena Hall	YES
Time/Date: 13:25:00 07/13/16			
To Be Served: Hampton, Robert O.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
5654 E BLACK WARRIOR AVE, Globe	Rust, K	Warrant Letter Mailed	NO
Time/Date: 14:47:32 07/27/16			
To Be Served: Henderson, Curtis J.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
████████████████████	Taylor, R C		NO
Time/Date: 10:40:00 07/28/16			
████████████████████	Taylor, R C	Curtis Henderson	YES
Time/Date: 08:35:00 07/29/16			
To Be Served: Henson, Thomas L. Jr			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
6206 S Russell Rd Spc 24, Globe	Rust, K	Warrant Letter Mailed	NO
Time/Date: 12:35:15 07/27/16			
To Be Served: Hernandez, Pamala M.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1775 N Broad ST #66, Globe	Taylor, R C	Pamela Hernandez	YES

Time/Date: 09:50:00 07/11/16

To Be Served: Herrera, Jennifer M.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1100 Elcamino, Claypool	Rust, K	Warrant Letter Mailed	NO

Time/Date: 08:38:19 07/20/16

To Be Served: Holmes, Johnny H. Jr

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1100 South Street, Globe	Taylor, R C	R. Holiday	YES

Time/Date: 10:35:00 07/27/16

To Be Served: Hopkins, Yvonne M.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
[REDACTED]	Taylor, R C	Yvonne Hopkins	YES

Time/Date: 13:05:00 07/07/16

[REDACTED]	Taylor, R C	Yvonne Hopkins	YES
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Time/Date: 13:05:00 07/07/16

To Be Served: Hudson, Ferron W.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
PO Box 1589, San Carlos	Rust, K	Warrant Letter Mailed	NO

Time/Date: 12:11:33 07/27/16

To Be Served: Jimenez, Michael A.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
5594 McKinney-Box 2876 Claypool Az, Globe	Rust, K	Warrant Letter Mailed	NO

Time/Date: 12:06:27 07/27/16

To Be Served: Kjellstrom, Katrina M.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
175 N PINE ST, Globe	Taylor, R C	T. Deanda	YES

Time/Date: 11:55:00 07/21/16

To Be Served: Knudson, Road R.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
920 Cypress, Globe	Taylor, R C	Road Knudson	YES
Time/Date: 14:17:00 07/29/16			

To Be Served: Kolton, 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: 11:20:00 07/19/16			
175 N PINE ST, Globe	Taylor, R C	A. Martinez	YES
Time/Date: 10:45:00 07/27/16			

To Be Served: Krug, Shainon J.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
547 E TONTO ST, Globe	Taylor, R C		NO
Time/Date: 09:55:00 07/18/16			
547 E TONTO ST, Globe	Mancha, R A	Shainon Krug	YES
Time/Date: 14:00:00 07/18/16			

To Be Served: Laborine, Jamey O.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
261 S DEPOT HILL AVE, Miami	Taylor, R C	Jamey Laborine	YES
Time/Date: 10:53:00 07/13/16			

To Be Served: Lara, Belen

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
380 S SECOND ST, Globe	Taylor, R C		NO
Time/Date: 10:10:00 07/28/16			
380 S SECOND ST, Globe	Mancha, R A		NO
Time/Date: 19:05:00 07/30/16			
380 S 2ND AVE, Globe	Mancha, R A	Belen Lara	YES
Time/Date: 20:17:00 07/30/16			

To Be Served: Lara, Kristina

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
380 S SECOND ST, Globe	Taylor, R C		NO
Time/Date: 10:10:00 07/28/16			
380 S SECOND ST, Globe	Mancha, R A		NO
Time/Date: 19:05:00 07/30/16			
380 S SECOND ST, Globe	Mancha, R A	Kristina Lara	YES
Time/Date: 20:17:00 07/30/16			

To Be Served: Lertique, Piper R.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
5900 N MAIN ST; U 137, Globe	Rust, K	Warrant Letter Mailed	NO
Time/Date: 08:54:02 07/20/16			

To Be Served: Lira, Joe T.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
225 Jesse Hayes Rd, Globe	Taylor, R C		NO
Time/Date: 09:45:00 07/06/16			
225 Jesse Hayes Rd, Globe	Taylor, R C		NO
Time/Date: 10:25:00 07/07/16			
225 Jesse Hayes Rd, Globe	Taylor, R C	Joe Lira	YES
Time/Date: 11:40:00 07/07/16			

To Be Served: Lopez, Stephen H.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
[REDACTED]	Taylor, R C		NO
Time/Date: 11:30:00 07/05/16			
[REDACTED]	Taylor, R C	Stephen Lopez	YES
Time/Date: 12:20:00 07/05/16			
[REDACTED]	Taylor, R C	Stephen Lopez	YES
Time/Date: 12:00:00 07/21/16			

To Be Served: Martinez, Sylvester

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
5662 S GLENDALE AVE, Globe	Taylor, R C	Sylvestre Martinez	YES
Time/Date: 16:05:00 07/07/16			

To Be Served: Mata, Juanita B.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
[REDACTED]	Taylor, R C		NO
Time/Date: 10:15:00 07/21/16			
[REDACTED]	Taylor, R C		NO
Time/Date: 08:40:00 07/22/16			
[REDACTED]	Taylor, R C	Juanita Mata	YES
Time/Date: 17:35:00 07/22/16			

To Be Served: McDonald, Anthony

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
200 N BROAD ST, Globe	Taylor, R C		NO
Time/Date: 10:10:00 07/22/16			
200 N BROAD ST, Globe	Taylor, R C		NO
Time/Date: 12:24:00 07/24/16			
200 N BROAD ST, Globe	Taylor, R C		NO
Time/Date: 12:57:00 07/24/16			
200 N BROAD ST, Globe	Taylor, R C		NO
Time/Date: 09:45:00 07/25/16			

To Be Served: MCGilligan, Matthew K.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
[REDACTED]	Taylor, R C	Matthew McGilligan	YES
Time/Date: 13:39:00 07/29/16			

To Be Served: McGuire, Edward

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
175 N PINE ST, Gobe	Taylor, R C	A. Martinez	YES

Time/Date: 11:20:00 07/19/16

175 N PINE ST, Gobe

Taylor, R C

Lt. Durnan

YES

Time/Date: 09:40:00 07/21/16

175 N PINE ST, Gobe

Taylor, R C

A. Martinez

YES

Time/Date: 10:45:00 07/27/16**To Be Served:** Meintzer, DevinService AttemptAttempted ByServed OnSvd?

175 N Pine St, Globe

Taylor, R C

A. Martinez

YES

Time/Date: 12:15:00 07/22/16

175 N Pine St, Globe

Taylor, R C

A. Martinez

YES

Time/Date: 10:45:00 07/27/16**To Be Served:** Moore, Carol A.Service AttemptAttempted ByServed OnSvd?

[REDACTED]

Mancha, R A

Carol Moore

YES

Time/Date: 16:52:00 07/12/16

[REDACTED]

Taylor, R C

Carol Moore

YES

Time/Date: 12:50:00 07/21/16**To Be Served:** Moore, Erik R.Service AttemptAttempted ByServed OnSvd?

[REDACTED]

Taylor, R C

NO

Time/Date: 10:30:00 07/07/16

[REDACTED]

Taylor, R C

Erik Moore

YES

Time/Date: 16:52:00 07/07/16

[REDACTED]

Taylor, R C

Erik Moore

YES

Time/Date: 12:50:00 07/21/16**To Be Served:** Moya, Karrie A.Service AttemptAttempted ByServed OnSvd?

263A Sutherland, Globe

Rust, K

Warrant Letter Mailed

NO

Time/Date: 10:15:47 07/27/16

To Be Served: Nauomi, Ayad R.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
[REDACTED]	Taylor, R C	Ayad Nauomi	YES

Time/Date: 21:01:00 07/24/16

To Be Served: Nichols, Aaron B.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
5907spiration Drive-PO Box 223, Globe	Taylor, R C		NO

Time/Date: 10:20:00 07/18/16

5709 S INSPIRATION DR, Globe	Taylor, R C	Aaron Nichols	YES
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Time/Date: 08:55:00 07/19/16

To Be Served: Nihart, Wesley M.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
212 W. Wade Ln, Payson	Rust, K	Warrant Letter Mailed	NO

Time/Date: 10:19:36 07/27/16

To Be Served: Nudson, Thor

<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: 10:00:00 07/12/16

To Be Served: Ortiz, Deborah L.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
[REDACTED]	Taylor, R C	Deborah Ortiz	YES

Time/Date: 10:40:00 07/06/16

To Be Served: Payton, Shea W.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
[REDACTED]	Taylor, R C	Shea Payton	YES

Time/Date: 08:55:00 07/22/16

[REDACTED]	Taylor, R C	Shea Payton	YES
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Time/Date: 10:50:00 07/27/16

To Be Served: Peace, Jessica K.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
[REDACTED]	Taylor, R C	Jessica Peace	YES

Time/Date: 09:15:00 07/22/16

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: 09:50:00 07/05/16

1100 South Street,	Taylor, R C	R Holiday	YES
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Time/Date: 09:50:00 07/05/16

To Be Served: Phillips, Riana M.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
N Gilson Wash Tarzan Valley 130, San Carlos	Rust, K	Warrant Letter Mailed	NO

Time/Date: 08:50:32 07/20/16

To Be Served: Pizano, Valerie C.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
[REDACTED]	Taylor, R C		NO

Time/Date: 10:15:00 07/21/16

[REDACTED]	Taylor, R C	Valerie Pizano	YES
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Time/Date: 17:35:00 07/22/16

To Be Served: Preston, Lt

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
Miami PD 740 Sullivan St, Miami	Taylor, R C	C Vargas	YES

Time/Date: 10:40:00 07/05/16

Miami PD 740 Sullivan St, Miami	Taylor, R C	C. Varags	YES
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Time/Date: 10:40:00 07/05/16

Miami PD 740 Sullivan St, Miami	Taylor, R C	M. Flores	YES
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Time/Date: 12:25:00 07/21/16

Miami PD 740 Sullivan St, Miami

Taylor, R C

Josie Valenzuela

YES

Time/Date: 11:05:00 07/27/16

To Be Served: Purcella, Elisha D.
Service AttemptAttempted ByServed OnSvd?

5654 E BLACK WARRIOR AVE, Globe

Taylor, R C

Posted & Certified Mailed

YES

Time/Date: 10:00:00 07/13/16

To Be Served: Roberts, Gary D.
Service AttemptAttempted ByServed OnSvd?

5148 monroe st, Globe

Rust, K

Warrant Letter Mailed

NO

Time/Date: 12:09:05 07/27/16

To Be Served: ██████████
Service AttemptAttempted ByServed OnSvd?

██████████

Taylor, R C

██████████

YES

Time/Date: 11:55:00 07/06/16

To Be Served: ██████████
Service AttemptAttempted ByServed OnSvd?

██████████

Taylor, R C

██████████

YES

Time/Date: 11:55:00 07/06/16

To Be Served: Rodriguez, Dan
Service AttemptAttempted ByServed OnSvd?

Miami PD,

Taylor, R C

C Vargas

YES

Time/Date: 10:40:00 07/05/16

Miami PD,

Taylor, R C

C Vargas

YES

Time/Date: 10:40:00 07/05/16

Miami PD,

Taylor, R C

C Vargas

YES

Time/Date: 10:40:00 07/05/16

Miami PD,

Taylor, R C

M. Flores

YES

Time/Date: 12:25:00 07/21/16			
Miami PD,	Taylor, R C	M. Flores	YES
Time/Date: 12:25:00 07/21/16			
To Be Served: Salcido, Christopher A.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
237 Santos St, Globe	Rust, K	Warrant Letter Mailed	NO
Time/Date: 10:08:36 07/27/16			
To Be Served: Sanchez, Artisha E.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
223 Yuma Street, Globe	Rust, K	Warrant Letter Mailed	NO
Time/Date: 11:24:23 07/27/16			
To Be Served: Santos, Britteney			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
200 N BROAD ST, Globe	Taylor, R C		NO
Time/Date: 10:10:00 07/22/16			
200 N BROAD ST, Globe	Taylor, R C	Britteney Santos	YES
Time/Date: 14:36:00 07/22/16			
To Be Served: Schahn, Officer			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
DPS,	Taylor, R C	M. Sneezy	YES
Time/Date: 10:00:00 07/05/16			
,	Taylor, R C	M. Sneezy	YES
Time/Date: 12:30:00 07/27/16			
To Be Served: Shaw, Richard			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
804 W SULLIVAN ST, Miami	Taylor, R C	C Vargas	YES
Time/Date: 10:40:00 07/05/16			
804 W SULLIVAN ST, Miami	Taylor, R C	C Vargas	YES

Time/Date: 10:40:00 07/05/16
804 W SULLIVAN ST, Miami Taylor, R C M. Flores YES

Time/Date: 12:25:00 07/21/16
804 W SULLIVAN ST, Miami Taylor, R C M. Flores YES

Time/Date: 12:25:00 07/21/16

To Be Served: Shorten, Joseph R.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
8958 Sixshooter Cyn, Globe	Rust, K	Warrant Letter Mailed	NO

Time/Date: 15:22:10 07/14/16

To Be Served: Siegel, Jessica

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
5900 N MAIN ST; unit 94, Globe	Mancha, R A		NO
Time/Date: 17:20:00 07/18/16 5900 N MAIN ST; unit 94, Globe	Taylor, R C		NO
Time/Date: 12:25:00 07/19/16 5900 N MAIN ST; unit 94, Globe	Mancha, R A	Jessicca Miller	YES

Time/Date: 18:55:00 07/19/16

To Be Served: Stauffer, Dusti L.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1400 E ASH ST, Globe	Mancha, R A		NO
Time/Date: 08:45:00 07/19/16 1260 E MONTECITO DR, Globe	Taylor, R C		NO
Time/Date: 10:05:00 07/19/16 1400 E ASH ST, Globe	Mancha, R A		NO
Time/Date: 11:02:00 07/20/16 835 US 60, Superior	Taylor, R C	Dusti Stauffer	YES

Time/Date: 15:05:00 07/22/16

To Be Served: Steele, Anthony D.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
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PO Box 1084, San Carlos	Rust, K	Warrant Letter Mailed	NO
Time/Date: 14:55:14 07/14/16			
To Be Served: Steele, Arley S.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
POB 1251, San Carlos	Rust, K	Warrant Letter Mailed	NO
Time/Date: 15:44:39 07/14/16			
To Be Served: Steele, Esther S.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
PO Box 1024, San Carlos	Rust, K	Warrant Letter Mailed	NO
Time/Date: 15:05:38 07/14/16			
To Be Served: Steele, Nena R.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
4341 W University Dr; unit 1, Mesa	Rust, K	Warrant Letter Mailed	NO
Time/Date: 15:53:22 07/14/16			
To Be Served: Steele, Raymond J.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
135 North Devereaux Street, Globe	Uskat, R	Warrant Letter Mailed	NO
Time/Date: 15:15:42 07/14/16			
To Be Served: Steele, Robert L.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
po box 422, San Carlos	Rust, K	Warrant Letter Mailed	NO
Time/Date: 15:19:48 07/14/16			
To Be Served: Tabor, Raven			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
	Taylor, R C	Raven Tabor	YES
Time/Date: 09:50:00 07/28/16			
To Be Served: Tarango, Arthur			

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
4355 E COPPER ST, Claypool Time/Date: 17:00:06 07/20/16	Mancha, R A		NO
To Be Served: [REDACTED]			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
[REDACTED]	Taylor, R C	[REDACTED]	YES
Time/Date: 11:35:00 07/19/16			
To Be Served: [REDACTED]			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
[REDACTED]	Taylor, R C	[REDACTED]	YES
Time/Date: 11:35:00 07/19/16			
To Be Served: Taylor, Clinton			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
175 N PINE ST, Globe	Taylor, R C	Lt. Duenan	YES
Time/Date: 09:40:00 07/21/16			
To Be Served: Teran, Officer			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
Miami PD, Miami	Taylor, R C	C Vargas	YES
Time/Date: 10:40:00 07/05/16			
To Be Served: Tilley, Donald R. jr			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
218 wentworth ave, Miami	Taylor, R C		NO
Time/Date: 12:05:00 07/14/16			
To Be Served: [REDACTED]			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>

[REDACTED]

Taylor, R C

[REDACTED]

YES

Time/Date: 10:10:00 07/18/16

To Be Served: Tucker, Pamela B.

Service Attempt

Attempted By

Served On

Svd?

264 N DAVIS CANYON LOOP, Miami

Rust, K

Warrant Letter Mailed

NO

Time/Date: 15:08:53 07/14/16

To Be Served: Valencia, Craig S.

Service Attempt

Attempted By

Served On

Svd?

1100 E SOUTH ST, Globe

Taylor, R C

Craig Valencia

YES

Time/Date: 13:55:00 07/05/16

To Be Served: Valenzuela, Jay A.

Service Attempt

Attempted By

Served On

Svd?

1100 South St, Globe

Taylor, R C

R Holiday

YES

Time/Date: 09:50:00 07/05/16

1100 South St, Globe

Taylor, R C

R. Holiday

YES

Time/Date: 12:45:00 07/07/16

1100 South St, Globe

Taylor, R C

R Holiday

YES

Time/Date: 09:40:00 07/14/16

To Be Served: Villa, Isaac

Service Attempt

Attempted By

Served On

Svd?

726 N BROAD ST; MCSPADDEN FORD,
Globe

Taylor, R C

Isaac Villa

YES

Time/Date: 14:20:00 07/15/16

To Be Served: [REDACTED]

Service Attempt

Attempted By

Served On

Svd?

[REDACTED]

Taylor, R C

NO

Time/Date: 10:00:00 07/06/16

[REDACTED]	Taylor, R C	Mario Villegas	YES
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Time/Date: 10:30:00 07/06/16

To Be Served: Voelker, Dan

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
DPS, Globe	Taylor, R C	M. Sneezy	YES

Time/Date: 12:30:00 07/27/16

To Be Served: Waters, Joseph

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
175 N PINE ST, Globe	Taylor, R C	Lt. Durnan	YES

Time/Date: 09:40:00 07/21/16

To Be Served: Whipple, Merci N.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1601 N ARBOR AVE, Globe	Rust, K	Warrant Letter Mailed	NO

Time/Date: 10:53:18 07/27/16

To Be Served: Williams, Christopher

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
175 N Pine St GPD, Globe	Taylor, R C	A. Martinez	YES

Time/Date: 10:45:00 07/27/16

To Be Served: [REDACTED]

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
[REDACTED]	Taylor, R C	Iva Williams	YES

Time/Date: 11:13:00 07/05/16

[REDACTED]	Taylor, R C	Iva Williams	YES
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Time/Date: 11:13:00 07/05/16

[REDACTED]	Mancha, R A	Iva Williams	YES
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Time/Date: 12:38:00 07/21/16

[REDACTED]	Mancha, R A	Iva Williams	YES
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Time/Date: 12:38:00 07/21/16

To Be Served: Williams, Karin L.

Service AttemptAttempted ByServed OnSvd?

6206 S RUSSELL RD; UNIT 33, Globe

Taylor, R C

Karin Williams

YES

Time/Date: 11:15:00 07/29/16

To Be Served: Willis, Shawn R.

Service AttemptAttempted ByServed OnSvd?

1695 N WHEATFIELDS RD; #8, Globe

Mancha, R A

Jolina Hall

YES

Time/Date: 15:03:38 07/13/16

To Be Served: Woodliff, Darlene

Service AttemptAttempted ByServed OnSvd?

740 W SULLIVAN ST, Miami

Taylor, R C

C Vargas

YES

Time/Date: 10:40:00 07/05/16

740 W SULLIVAN ST, Miami

Taylor, R C

C Vargas

YES

Time/Date: 10:40:00 07/05/16

740 W SULLIVAN ST, Miami

Taylor, R C

C Vargas

YES

Time/Date: 10:40:00 07/05/16

740 W SULLIVAN ST, Miami

Taylor, R C

C Vargas

YES

Time/Date: 10:40:00 07/05/16

740 W SULLIVAN ST, Miami

Taylor, R C

C Vargas

YES

Time/Date: 10:40:00 07/05/16

740 W SULLIVAN ST, Miami

Taylor, R C

M. Flores

YES

Time/Date: 12:25:00 07/21/16

740 W SULLIVAN ST, Miami

Taylor, R C

M. Flores

YES

Time/Date: 12:25:00 07/21/16

740 W SULLIVAN ST, Miami

Taylor, R C

Josie Valenzuela

YES

Time/Date: 11:05:00 07/27/16

To Be Served: Yeager, Michael T.

Service AttemptAttempted ByServed OnSvd?

175 N Pine St GPD, Globe

Taylor, R C

T. Deanda

YES

Time/Date: 11:55:00 07/21/16

175 N Pine St GPD, Globe

Taylor, R C

A. Martinez

YES

Time/Date: 10:45:00 07/27/16

175 N Pine St GPD, Globe

Taylor, R C

A. Martinez

YES

Time/Date: 10:45:00 07/27/16

Report Includes:

All dates between `07:00:00 07/01/16` and `23:59:00 07/31/16`, All locations, All cities, All persons served, All persons to be served, All officers, All courts, All agencies matching `GCCO`, All dispositions

Holiday, Rose

From: Mancha, Ruben
Sent: Monday, August 08, 2016 10:09 AM
To: Holiday, Rose
Subject: FW: ZFTPS FAIL TO PAY SURCHARGE - JULY 2016

From: Berttunen, Jacob R [<mailto:irberttunen@courts.az.gov>]
Sent: Tuesday, August 02, 2016 9:55 AM
To: Mancha, Ruben <rmancha@gilacountyaz.gov>
Cc: Rust, Kim <krust@gilacountyaz.gov>; Navarro, Mary <mnavarro@courts.az.gov>
Subject: ZFTPS FAIL TO PAY SURCHARGE - JULY 2016

35	Failure To Pay Warrant Surcharge 10%	ZFTPS	1005.311.3400.17	X10501311-4861	\$ 1,053.47	\$52,000.79
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ARF-3901

Consent Agenda Item

4. K.

Regular BOS Meeting

Meeting Date: 08/15/2016

Reporting Period: July 26, 2016, August 3, 2016

Submitted For: Marian Sheppard, Clerk of the Board

Submitted By: Laurie Kline, Deputy Clerk

Information

Subject

July 26, 2016, and August 3, 2016, Board of Supervisors' meeting minutes.

Suggested Motion

Approval of the July 26, 2016, and August 3, 2016, Board of Supervisors' meeting minutes.

Attachments

08-03-16 BOS Meeting Minutes

07-26-16 BOS Meeting Minutes

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

Date: August 3, 2016

MICHAEL A. PASTOR
Chairman

MARIAN E. SHEPPARD
Clerk of the Board

TOMMIE C. MARTIN
Vice-Chairman

By: Marian E. Sheppard
Clerk of the Board

JOHN D. MARCANTI
Member

Gila County Courthouse
Globe, Arizona

PRESENT: Michael A. Pastor, Chairman (via ITV); Tommie C. Martin, Vice-Chairman (via phone); John D. Marcanti, Member; Don E. McDaniel, Jr., County Manager; Jefferson R. Dalton, Deputy Gila County Attorney, Civil Bureau Chief; and, Marian E. Sheppard, Clerk of the Board.

Item 1 – CALL TO ORDER - PLEDGE OF ALLEGIANCE

The Gila County Board of Supervisors met in a special session at 1:30 p.m. this date in the Board of Supervisors' hearing room. Jeff Baer led the Pledge of Allegiance.

Item 2 – 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.)

A. Information/Discussion/Action to vote to go into executive session to receive legal advice from its attorney for the purpose of assessing pending or threatened litigation, claims and assessments and instruct its attorney how to proceed pursuant to A.R.S. § 38-431.03(A)(3)-(4). If the Board does go into executive session, the County Attorney's Office suggests that after the Regular Meeting has been reconvened, the Board vote to instruct the County Attorney's Office to proceed as directed in executive session.

Chairman Pastor read aloud the agenda item and asked Jefferson R. Dalton, Deputy Gila County Attorney, Civil Bureau Chief, if he had any comments. Mr. Dalton stated that the Board may choose to vote to go into executive session to discuss this matter. Chairman Pastor asked for a motion to go into executive session. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously voted to go into executive session at 1:35 p.m.

Chairman Pastor reconvened the meeting at 1:53 p.m. and asked for a motion from the Board on this agenda item. Supervisor Marcanti made a motion to instruct the County Attorney's Office to proceed as directed in the executive session pursuant to the statute listed on the agenda item. At that time, it was determined that phone connection with Vice-Chairman Martin had been lost. Chairman Pastor seconded the vote; however, because phone connection with Vice-Chairman Martin had been immediately re-established, he asked Supervisor Marcanti to make another motion. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously instructed County Attorney to proceed as directed in the executive session.

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.

The Board members and the County Manager advised that they did not have any information on current events to present at this time.

There being no further business to come before the Board of Supervisors, Chairman Pastor adjourned the meeting at 2:00 p.m.

APPROVED:

Michael A. Pastor, Chairman

ATTEST:

Marian Sheppard, Clerk of the Board

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

Date: July 26, 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; Jacque Sanders, Assistant County Manager, Librarian; Jefferson R. Dalton, Deputy Gila County Attorney, Civil Bureau Chief; Marian E. Sheppard, Clerk of the Board; and, Laurie J. Kline, Deputy Clerk

ABSENT: Don E. McDaniel, Jr., County Manager

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

The Gila County Board of Supervisors met in a special session at 10:00 a.m. this date in the Board of Supervisors' hearing room. Adam Shepherd led the Pledge of Allegiance and Jeff Dalton delivered the invocation.

Item 2 – PUBLIC HEARINGS:

A. Information/Discussion to obtain public comment regarding the adoption of the final FY 2016-2017 Gila County Budget.

Jacque Sanders, Assistant County Manager, Librarian, stated that in accordance with the Arizona Revised Statutes, a summary of estimated revenues and expenditures/expenses and tax levy and tax rate information for fiscal year 2017 was published with the notice of this public hearing in the Arizona Silver Belt newspaper, which is the official newspaper of record for Gila County. A copy of the tentative Fiscal Year 2016-2017 Gila County Budget was mailed to the eight libraries in the County; an electronic copy of the Budget was posted on the Gila County website; and, a hard copy was made available to the public in the Clerk of the Board's office. There were also two public forums held - one in Payson and one in Globe to obtain public comment regarding the Budget. Chairman Pastor opened the public hearing and there were no comments received; therefore, he closed the public hearing.

Item 3 – REGULAR AGENDA ITEMS:

A. Information/Discussion/Action to adopt the final FY 2016-2017 Gila County Library District Budget which is included as part of the FY 2016-2017 Gila County Budget.

Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously adjourned as the Gila County Board of Supervisors and convened as the Gila County Library District Board of Directors.

Ms. Sanders advised that the Arizona Revised Statutes require that all special taxing districts, such as the Gila County Library District, must adopt an annual budget. The Library District's budget must be adopted by the Library District Board of Directors (BOD) and it will then be adopted by the Board of Supervisors at the time the entire Gila County Budget is adopted. The Gila County Board of Supervisors serves as the Gila County Library District Board of Directors. The tentative Fiscal Year 2016-2017 Library District Budget was adopted on June 21, 2016 in the amount of \$1,203,513, which includes an increase from last year of \$45,115 due to an increase in the assessed valuation. Ms. Sanders stated that the Library District continues to commit to expanding connectivity at the libraries, providing additional bandwidth and expanding electronic resources. She added that a computer technician position has been added to this year's Library District Budget. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously adopted the final FY 2016-2017 Gila County Library District Budget which is included as part of the FY 2016-2017 Gila County Budget.

Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously adjourned as the Gila County Library District Board of Directors and reconvened as the Gila County Board of Supervisors.

B. Information/Discussion/Action to adopt Resolution No. 16-07-06, which authorizes the adoption of the final FY 2016-2017 Gila County Budget in the amount of \$94,014,975.

Ms. Sanders prefaced the presentation by stating that the final Fiscal Year 2016-2017 Gila County Budget represents an overall increase of 1% and a slight decrease in the General Fund and the Special Revenue Fund from last year's budget. She then introduced Robert Mawson, Senior Accountant, to provide an overview of this year's budget.

Mr. Mawson briefly explained the budget process and then provided a slide presentation. The highlights of the presentation are as follows:

Budget Process Accomplishments

- Simplified the Budget Process
- Integrated a Five-Year Capital Expenditure Plan & Planning Process
- Improved Communication and Transparency
- Deconstructed and Reconstructed the Budget
- Identified areas for future process improvement
- Identified all fixed and future funding commitments
- Hosted two Public Forums, one in Payson and one in Globe
- Maintained existing tax rate of 4.19%
- Preserved budget reserve balances
- Maintained existing funding for Community Agency, Constituent Funds, Economic Development, Natural Resources and the Gila County Community College
- Provided \$3.5 million to fund the Fiscal Year 2017 Capital Expenditure Plan
- Provided for annual employee pay increase (Consumer Price Index and Performance based)
- Absorbed increases to contribution rates of all retirement plans
- Shared the rate increases (6%) associated with medical insurance coverage (average 81.5% employer share of benefit costs)

Fiscal Year 2016 to Fiscal Year 2017 Comparison

- Total Budget: \$94,014,975 (1% overall increase)
- General Fund: \$49,042,638 (1% decrease)
- Special Revenue Funds: \$31,083,435 (.5% decrease)
- Debt Service Fund: \$854,000 (36% increase)
- Capital Projects Fund: \$4,222,000 (3% increase)
- Permanent Funds \$2,624,402 (29% increase)
- Enterprise Funds: \$6,188,500 (13% increase)

Tentative to Adopted Budget

- Total all funds remains at \$94,014,975
- General Fund Budget reduced by \$333,100 to offset the following increases:
 - Special Revenue Budget increased by \$272,100
 - Capital Projects Fund increased by \$23,500
 - Permanent Fund increased by \$37,500

Levy Increases over Fiscal Year 2016

- Primary Property Tax Levy
 - \$779,511 in additional revenue
- Secondary Library Levy
 - \$45,115 in additional revenue
- Secondary Fire District Assistance Levy

- o \$13,779 in additional revenue

Mr. Mawson reviewed the bar graph entitled “Major Sources of Funds” and it was noted that property taxes generate the most revenue, followed by special revenue, all others, state shared sales tax, PILT (Payment in Lieu of Taxes), the County’s half-cent transportation tax, and auto lieu. He then reviewed the bar graph entitled “General Fund Activities” which included County elected offices and divisions/departments that provide services to the community. The Courts are budgeted to receive the highest portion of money from the General Fund followed by the Sheriff’s Patrol, Administration, Adult Detention, AHCCCS (Arizona Health Cost Care Containment System)/ALTCS (Arizona Long Term Care System), County Attorney, Sheriff’s Administration/Dispatch, Probation/Juvenile Detention, Board of Supervisors, Health, Community Development, Assessor, Recorder, Treasurer, Schools and Constables.

Vice-Chairman Martin commented that she appreciated the simplicity and clarity of the presentation. Supervisor Marcanti stated that he had some questions that were answered by staff prior to the meeting, and he proceeded to compliment the Finance Division staff and the elected officials and department heads for their work in preparing the Budget. Chairman Pastor stated that he was pleased with the manner in which the Budget was prepared, and he feels that the department heads seem to be satisfied with the budget process. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously adopted Resolution No. 16-07-06, which authorizes the adoption of the final FY 2016-2017 Gila County Budget in the amount of \$94,014,975. **(A copy of the resolution is attached to the minutes and permanently on file in the Board of Supervisors’ Office.)**

C. Information/Discussion/Action to authorize the advertisement of Request for Qualifications No. 060916 for Pre-Design Alternatives (Phase 1)-Site Development Alternatives for the Payson Courthouse Complex of which some of the improvements may include modifications to the recently acquired NAPA building (Building A) and the existing Sheriff’s Office and Jail, as shown on Exhibit A.

Jeff Hassenius, Finance Division Director, stated that this is a request to advertise for engineering firms to submit qualifications in order to qualify them to develop the plan for the civil work portion of the Payson Courthouse Complex project. Phase 1 [described above] of the project will include the preliminary design alternatives for the site development and will address pedestrian and vehicular traffic flow, parking, drainage, existing vegetation, and the re-location of existing utilities, if necessary. This is for Phase 1 of 2 phases in this project, and it is to evaluate the competence and the qualifications only; after which time, an evaluation committee will be assembled to evaluate the responses from the engineering firms, score them, and award a qualified vendor to provide the next phase of work on the project.

Upon Board approval a notice for Request for Qualifications will be advertised in the Arizona Silver Belt on August 3, 2016, and August 10, 2016, with a bid due date of August 19, 2016. There will be a mandatory walk-through on August 10, 2016. Any bidder questions will need to be submitted to Finance by August 12, 2016, and will be answered no later than August 16, 2016. Supervisor Marcanti affirmed that this phase is for the design only and the next phase would be the build, to which Mr. Hassenius confirmed that he was correct.

Jon Cornell, KQSS radio station reporter, stated that he thought the qualifications for an architect had already been done, to which Ms. Sanders clarified that this is a process to look at the site plan for the whole property and it is a different process from the preliminary design modifications to the building. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously authorized the advertisement of Request for Qualifications No. 060916.

D. Information/Discussion/Action to consider a sealed bid for the purchase of Assessor's Tax Parcel No. 101-07-051.

Marian Sheppard, Clerk of the Board, stated that the property address for this parcel is 691 Utah Street in Hayden, Arizona. Situated on the parcel is a vacant, deteriorated house which the adjoining property owners are concerned will be set on fire, and possibly destroy their home. In this area, there have been several homes that have been vandalized and set on fire. Ms. Sheppard advised that the County's process states that an adjoining land owner may submit a bid which is less than the lien amount if proof of adjoining land ownership is provided at the time the sealed bid is submitted. She confirmed that the process was followed with regard to this bid. Ms. Sheppard stated that it would be beneficial for the Board of Supervisors to consider selling this parcel for less than the total lien amount because the parcel would then be put back on the County tax rolls and the prospective buyers could proceed with tearing down the home to lessen the fire hazard which currently exists. Chairman Pastor asked Ms. Sheppard to open the sealed bid envelope. Ms. Sheppard announced that Billy and Danielle Schneider submitted a bid in the amount of \$100 to purchase the subject property. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously agreed to sell tax parcel number 101-07-051 to Billy and Danielle Schneider for \$100.

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

A. Approval of four separate Amendments to four separate Professional Services Contracts between Gila County and various attorneys who are

utilized by the Superior Court to extend the term of their contracts for an additional one-year period, from July 1, 2016, to June 30, 2017, and to make some other minor language changes to the contracts; all of whom assist the Superior Court in Gila County as public defenders on an annual basis.

B. Approval of Amendment No. 1 to Professional Services Contract No. 041515-7 with Steven Burk to increase the contract amount by \$1,885.61 for an amended contract amount of \$100,873.61 for the contract term of July 1, 2015, to June 30, 2016.

C. Approval of the June 28, 2016, July 5, 2016, and July 12, 2016, Board of Supervisors' meeting minutes.

D. Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of May 30, 2016, through June 3, 2016; and June 6, 2016, through June 10, 2016.

Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously approved Consent Agenda action items 4-A – 4-D.

Item 5 – 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 6 – At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the County Manager may present a brief summary of current events. No action may be taken on information presented.

Each Board member presented information on current events. The County Manager was absent and did not provide any comments.

There being no further business to come before the Board of Supervisors, Chairman Pastor adjourned the meeting at 10:33 a.m.

APPROVED:

Michael A. Pastor, Chairman

ATTEST:

Marian Sheppard, Clerk of the Board

ARF-3899

Consent Agenda Item 4. L.

Regular BOS Meeting

Meeting Date: 08/15/2016

Reporting Period: July 01, 2016; and July 08, 2016

Submitted For:

Jeff
Hessenius,
Finance
Director

Submitted By: Betty Hurst, Buyer

Information

Subject

Report for County Manager Approved Contracts Under \$50,000 for Weeks Ending 07-01-16; and 07-08-16.

Suggested Motion

Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of June 27, 2016 through July 01, 2016; and July 4, 2016 through July 8, 2016.

Attachments

Report for County Manager approved contract for Weeks Ending 07-01-16 and 07-08-16

Amendment No. 1 to Contract ADSPO12-013788 with SD Crane

Contract No. ADSPO12-13788 with SD Crane

Service Agreement No. 062316-1 with Azteca Glass

Service Agreement No. 042616 with Multitechnical Services

Amendment No. 3 to Limited Services Contract with Advance Forensic Assessments

BizHub 368 Maintenance Agreement with Konica Minolta Business Solutions

GSA Contract GS07F0199L with Modular Solutions-State Permit

Amendment No. 1 to Professional Services Contract 033016-2 with DLR Group

COUNTY MANAGER APPROVED CONTRACTS UNDER \$50,000

June 27, 2016 thru July 01, 2016

Number/Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
ADSP012-13788 SD Crane	Amendment No. 1 will extend the contract from 06-30-16 to 08-31-16.	N/A	08-31-16	06-29-16	Expires	The contract expires on June 30, 2016. The Facilities Department would like to extend the term of the contract to August 31, 2016. Amendment No. 1 will serve to extend the term to August 31, 2016. Gila County wishes to utilize SD Crane Builders on the Payson Courthouse County Attorney Remodel. The Contractor will provide all labor, materials and equipment to perform the scope of work outlined on the Job Order Contract Price Proposal Summary as submitted by the Gordian Group on behalf of SD Crane Builders to Gila County. All Documents executed by the State of Arizona on Contract No. ADSP012-013788, apply to this procurement between Gila County and SD Crane Builders, Inc.
ADSP013788 SD Crane	Payson Courthouse Justice Court Remodel	\$13,331.68	06-27-16 to 08-31-16	06-29-16	Expires	Gila County wishes to utilize SD Crane Builders on the Payson Courthouse County Justice Court Remodel. The Contractor will provide all labor, materials and equipment to perform the scope of work outlined on the Job Order Contract Price Proposal Summary as submitted by the Gordian Group on behalf of SD Crane Builders to Gila County. All Documents executed by the State of Arizona on Contract No. ADSP012-013788-ez, apply to this procurement between Gila County and SD Crane Builders, Inc.

June 27, 2016 thru July 01, 2016

Number/Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
062316-1 Azteca Glass, Inc.	Justice of the Peace Hallway Door	\$1,503.03	06-29-16 to 08-08-16	06-29-16	Expires	Payson Courthouse Justice Court Remodel
042616 Multitechnical Services, Inc.	Replace Outdated Recording Equipment	\$2,493.45	06-29-16 to 06-30-17	06-29-16	Option to renew for an additional one-year period	Contractor shall replace outdated Recording equipment. The Gila County Sheriff's Office has a responsibility to record both audio and video interviews of suspects, victims and witnesses which are used in the prosecution of criminal cases within Gila County. The current recording equipment is outdated and does not provide the quality recordings that are expected from a Law Enforcement perspective.

July 04, 2016 thru July 08, 2016

Limited Services Contract Advanced Forensic Assessments, Inc.	Amendment No. 3 will extend the term of the contract from 07-01-16 to 06-30-17.	\$35,000.00	07-01-16 to 06-30-17	07-06-16	Option to renew for an additional one-year period	Amendment No. 3 will extend the contract from July 1, 2016 to June 30, 2017. Advance Forensic Assessments, Inc. provides polygraph examinations on post-convicted sex offenders.
15i-KMBS-0128- Mohave Contract Konica Minolta Business Solutions	BizHub C368 Service and Maintenance Agreement	\$368.04	07-06-16 to 06-30-17	07-06-16	Option to renew for an additional one year period.	Service and maintenance agreement for new copier for the Community Development area. Maintenance includes all supplies (except paper), toner, parts, labor and service calls per Mohave contract 15i-KMBS-0128.

July 04, 2016 thru July 08, 2016

Number/Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
GSA Contract GS07F0199L Modular Solutions, Ltd	Foundation Plan, Installation and State Permit	\$1,500.00	07-06-16 to 08-15-16	07-06-16	Expires.	State Building of Manufactured Housing Department requires an Installation Permit for commercial modular buildings. Besides the permitting process, the foundation of the building must be signed off by a licensed Engineer in that field.
033016-1 DLR Group	Amendment No. 1 will extend the Contract term to 09-30-16.	N/A	09-30-16	07-06-16	Expires	The contract expired on June 30, 2016. Facilities would like to extend the contract term to September 30, 2016. Amendment No. 1 will serve to extend the term to September 30, 2016. Gila County has architectural construction plans for remodeling and addition to an existing building. Engineer to provide a complete set of electrical drawings and specifications for the project

CONTRACT AGREEMENT FORM

Contract Name: Payson Courthouse County Remodel Contract No.: ADSP012-013788 State of Arizona Procurement Office

Statement of Purpose and Need (3-5 Sentences) The contract expires on June 30, 2016. Facilities Department would like to extend the term of the contract to August 31, 2016. Amendment No. 1 will serve to extend the term to August 31, 2016. Gila County wishes to utilize SD Crane Builders on the Payson Courthouse County Attorney Remodel. The Contractor will provide all labor, materials and equipment to perform the scope of work outlined on the Job Order Contract Price Proposal Summary as submitted by the Gordian Group on behalf of SD Crane Builders to Gila County. All Documents executed by the State of Arizona on Contract No. ADSP012-013788, apply to this procurement between Gila County and SD Crane Builders, Inc.

Contract End Date: 08-31-16

Renewal Option: Yes No

Maximum Dollar Limit: N/A

Contract Information

Firm Name: SD Crane Contact Person: Steven Crane

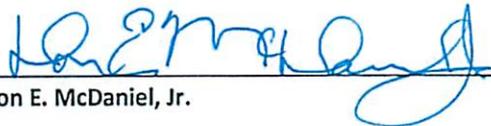
Address: 1901 E. University Dr., Ste. 330 Phone No: 480-832-1777

City: Mesa State: AZ Fax: _____ Email: scrane@sdcranebuilders.com

Special Notes:
Gila County is part of the Arizona State Purchasing Cooperative – Procure AZ, for cooperative purchasing. By using the State contract with Creative Communications, it will save the county in both time and money for a rate that already been established in the State of Arizona bidding process.

Authorization to use a Cooperative Purchasing Agreement with the State of Arizona, Contract No. ADSP012-013788, for Statewide General Contactor JOC R4 approved this 30th day of June, 2016.

GILA COUNTY MANAGER


Don E. McDaniel, Jr.

CONTRACT AGREEMENT FORM

Contract Name: Payson Courthouse Justice Court Remodel Contract No.: ADSP012-013788-ez State of Arizona Procurement Office

Statement of Purpose and Need (3-5 Sentences) Gila County wishes to utilize SD Crane Builders on the Payson Courthouse County Justice Court Remodel. The Contractor will provide all labor, materials and equipment to perform the scope of work outlined on the Job Order Contract Price Proposal Summary as submitted by the Gordian Group on behalf of SD Crane Builders to Gila County. All Documents executed by the State of Arizona on Contract No. ADSP012-013788-ez, apply to this procurement between Gila County and SD Crane Builders, Inc.

Contract End Date: 08-31-16 Renewal Option: Yes No

Maximum Dollar Limit: \$13,331.68

Contract Information

Firm Name: SD Crane Contact Person: Steven Crane

Address: 1901 E. University Dr., Ste. 330 Phone No: 480-832-1777

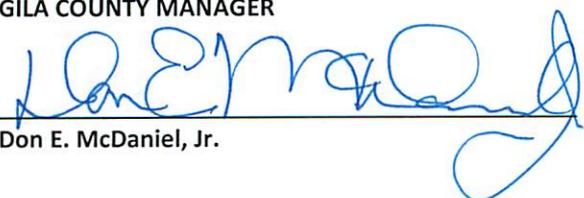
City: Mesa State: AZ Fax: _____ Email: scrane@sdcranebuilders.com

Fund: Capital Improvements/PW/Remodeling OY Courthouse/Capital Outlay Construction in Progress Type of Funds: Restricted Grant General Fund Other
Fund Code: 1007.341.873.4500.19
Project No. FM_1601 Remodel

Special Notes:
Gila County is part of the Arizona State Purchasing Cooperative – Procure AZ, for cooperative purchasing. By using the State contract with SD Crane Builders, Inc., it will save the county in both time and money for a rate that has already been established in the State of Arizona bidding process.

Authorization to use a Cooperative Purchasing Agreement with the State of Arizona, Contract No. ADSP012-013788-ez, for Statewide General Contactor JOC Contract approved this 30th day of June, 2016.

GILA COUNTY MANAGER


Don E. McDaniel, Jr.

Tommy 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. 062316-1
JUSTICE OF THE PEACE HALLWAY DOOR
FACILITIES MANAGEMENT

THIS AGREEMENT, made and entered into this 30th day of June, 2016, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Azteca Glass, Inc., of the City of Globe, State of Arizona, hereinafter designated the Contractor.

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

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

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

Scope of Work: Refer to attached Attachment "A" to **Service Agreement 062316-1** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 062316-1** by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to **Service Agreement 062316-1**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

ARTICLE 2 – TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

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

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

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

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

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

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

a. The policy shall be endorsed to include the following additional insured language: "**The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor**".

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

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

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

3. **Automobile Liability**

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

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

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

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

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

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

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

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

ARTICLE 6 – WARRANTY: Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that

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

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

ARTICLE 7 – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 8 – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 9 – RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 – NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds.

It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 11 – ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

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

ARTICLE 14– TERM: The Contract commences on the date it is signed by the County Manager and remains in effect for sixty days from signing.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid an amount not to exceed \$1503.03 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. 062316-1 has been duly executed by the parties hereinabove named, on the date and year first above written.

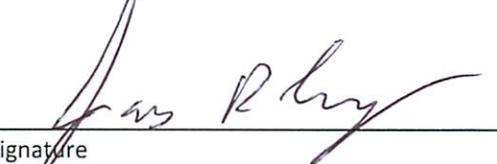
GILA COUNTY



Don E. McDaniel Jr., County Manager

Date: 6/30/16

AZTECA GLASS, INC.



Signature

James Langley

Print Name

Proposal



Azteca Glass East
1324 N Broad Street Ste. A Globe, AZ 85501
P.O. Box 735 Miami, AZ 85539
Ph # 928-425-8212 FAX # 928-425-8574

PROPOSAL SUBMITTED TO: Bob Hickman	PHONE: 928-200-1643	DATE: 6/8/2016
STREET: 1400 E. Ash St 1400 E Ash St	JOB NAME: Justice of the Peace Door	
CITY, STATE, and ZIP Globe, AZ 85501	JOB LOCATION: Globe Courthouse	
FAX #	1400 E Ash St, Globe AZ 85501	

RE: Estimate to furnish & install the following

1 - 3/0 x 6/8 Bronze Store Front Door with Key Cylinder and Continuous Hinge glazed with 1/4" Clear Tempered Glass
*to include surface mount closure and bronze break metal to cover existing holes

Material	\$1,144.56
Tax	\$98.47
Labor	\$260.00
TOTAL	\$1,503.03

EXCLUSIONS: Bonds, Permits, Cleaning, Filming & Protection of glass
Only standard insurance coverage applies.
We Propose hereby to furnish material and labor - complete with above specifications, for the sum of,

One thousand five hundred three and 03/100 Dollars \$ \$1,503.03

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. No cleaning of glass is included.

1 1/2% Interest charged on accounts that are past 30 days - Plus related collection fees and services if warranted.

Any insurance requirement other than the standard will be charged for accordingly.

Authorized
Signature: James Langley

NOTE: This proposal may be withdrawn by us if not accepted within 30 days.

If this proposal is accepted by the contractor it becomes a binding part of the contract, and can not be altered for price or content regardless of whether it is signed or not.

Acceptance of Proposal -The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____ Date of Acceptance _____

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. 042616
REPLACE OUTDATED RECORDING EQUIPMENT
SHERIFF'S OFFICE

THIS AGREEMENT, made and entered into this 30th day of June, 2016, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Multitechnical Services, Inc., of the City of Globe, State of Arizona, hereinafter designated the Contractor.

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

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Sheriff's Office** or designee.

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

Scope of Work: Refer to attached Attachment "A" to **Service Agreement 042616** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 042616** 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 042616**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

ARTICLE 2 – TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

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

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

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

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

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

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

a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor"**.

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

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

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

3. **Automobile Liability**

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

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

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

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

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

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

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

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

ARTICLE 6 – WARRANTY: Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that

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

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

ARTICLE 7 – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 8 – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 9 – RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 – NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds.

It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 11 – ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

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

ARTICLE 14– TERM: The Contract commences on the date it is signed by the County Manager and remains in effect through June 30, 2016.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid an amount not to exceed \$2,493.45 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.

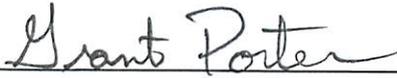
IN WITNESS WHEREOF, Service Agreement No. 042616 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

MULTITECHNICAL SERVICES, INC.

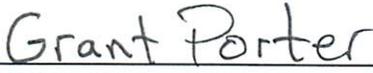


Don E. McDaniel Jr., County Manager



Signature

Date: 6/30/10



Print Name

Multitechnical Services, INC
1316 N Broad Street
Globe, AZ 85501

928-425-3435
multitec03@hotmail.com

April 15, 2016

Gila County Sheriff's Office
Attn: Mike Johnson

RE: Proposal to upgrade the recording equipment for the Interview Room

This will include:

- 1 Toshiba DR430 DVD burner with 1 touch recording
- 1 LRT04 700 TVL camera with wide angle lens
- 1 American Video Equipment AP-112001 time and date stamp

Total price including installation will be:

Subtotal: \$2,347.00
Sales tax: \$146.45
Total: \$2,493.45

Thank you,

Grant Porter



AMENDMENT NO. 3

The following amendments are hereby incorporated into the contract documents for the below stated project:

LIMITED SERVICES CONTRACT POLYGRAPH TESTING

ADVANCE FORENSIC ASSESSMENTS, INC.

Effective July 1, 2013, Gila County and Advance Forensic Assessments, Inc. entered into a contract whereby Advance Forensic Assessments, Inc. agreed to provide Professional Polygraph Testing as requested by Gila County Superior Court. Per Section 1.1, TERM OF CONTRACT, the contract period may be renewed by Gila County, for three (3) additional one (1) year periods.

Amendment No. 1 was executed on July 30, 2014 to extend the contract term for one (1) year from July 1, 2014 to June 30, 2015 with the total annual compensation of the contract not to exceed \$35,000.00.

Amendment No. 2 was executed on July 30, 2015 to extend the contract term for one (1) year from July 1, 2015 to June 30, 2016 with the total annual compensation of the contract not to exceed \$35,000.00.

The contract expires June 30, 2016. The parties hereby agree to exercise the renewal option and agree to extend the contract term for one (1) year from July 1, 2016, to June 30, 2017.

Amendment No. 3 will serve to extend the contract period from July 1, 2016 to June 30, 2017.

Contractor will continue to bill for services pursuant to Section 3.1 PRICING AND PAYMENT TERMS, of the original contract, but in no event shall charges for the July 1, 2016 to June 30, 2017 extension exceed \$35,000.00, 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 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 5th day of July, 2016.

GILA COUNTY



Don E. McDaniel, Jr., County Manager

ADVANCE FORENSIC ASSESSMENTS, INC.



Authorized Signature

Maintenance Agreement

Customer Information

Sold to Acct #:	_____	Payer/Bill to Acct #:	_____	Ship to Acct #:	_____
Name:	Gila County	Name:	Gila County	Name:	_____
Attn/Dept:	Purchasing	Attn/Dept:	Community Development	Attn/Dept:	_____
Ste/Rm:	_____	Ste/Rm:	_____	Ste/Rm:	_____
Address:	1400 E. Ash	Address:	_____	Address:	_____
City:	Globe	City:	_____	City:	_____
State:	Az	State:	_____	State:	_____
Zip:	85501	Zip:	_____	Zip:	_____
Tax Exempt Customer?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Tax Exemption Number:	_____	Tax Exemption Certificate must be attached when applicable.	
PO Required?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	PO Number:	2016-0996	PO Expiration Date:	_____
<input type="checkbox"/> Individual PO <input type="checkbox"/> Blanket PO		PO Contact:	Stephanie Chaidez	Email:	schaidez@gilacountyaz.gov
Fleet Manager?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Name:	_____	Ph:	(928) 402 8897

Coverage / Billing Options

Coverage Options:	MFP	Wide Format
Select Options:	<input checked="" type="checkbox"/> Supply Inclusive <input type="checkbox"/> Staples Included <input type="checkbox"/> After Hours Service - Requires After Hours Agreement <input type="checkbox"/> Decline Digital Connected Support*	<input type="checkbox"/> Toner (Black Only) <input type="checkbox"/> 20lb Bond Roll Paper <input type="checkbox"/> Decline Digital Connected Support*
* Digital Connect Support will be added automatically billed at \$12.00 per serial number monthly, unless declined above.		
Billing Options:	MFP	Wide Format
Initial Term in Months:	<input type="checkbox"/> 36 <input type="checkbox"/> 48 <input checked="" type="checkbox"/> 60 <input type="checkbox"/> Other _____ <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input checked="" type="checkbox"/> Annually <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annually <input type="checkbox"/> B/W <input type="checkbox"/> Color	<input type="checkbox"/> 36 <input type="checkbox"/> 48 <input type="checkbox"/> 60 <input type="checkbox"/> Other _____ <input type="checkbox"/> Monthly <input type="checkbox"/> Monthly
Flat Rate Frequency:		
Meter Frequency:		
Aggregate Volume:		
All Devices		
Effective Date:	<input type="checkbox"/> On Install <input checked="" type="checkbox"/> Date: 90 days from install	
Billing Day:	<input type="checkbox"/> Selected by KMBS <input checked="" type="checkbox"/> Preferred Day: ##### (29th, 30th, and 31st are not an available selection)	

Maintenance Pricing

MFP				Monthly Minimum Volume	Monthly Flat Rate \$	Cost Per Copy Rate \$	Start Meter	Internal Use	
Item	Model Description	Serial Number	Type					MA #:	Sub Fleet
1	KM BH C308	A7PU011007319	Color			0.03770			
			B/W		\$30.67				
2			Color						
			B/W						
3			Color						
			B/W						

Additional Equipment on Schedule B

Wide Format				Monthly Minimum Volume (Sq. Feet)	Monthly Flat Rate \$	Cost Per Square Foot Rate \$	Start Meter	Internal Use	
Item	Model Description	Serial Number	Type					MA #:	Sub Fleet
1			Color						
			B/W						

Additional Equipment on Schedule C

Comments

Customer's signature below acknowledges Customer's consent to 'KMBS Standard Maintenance Terms and Conditions - Schedule A (Updated September 1, 2015)', available in hardcopy upon request or online at <http://kmbs.konicaminolta.us/MaintenanceTerms-M93C>, terms of which are incorporated into this Agreement. Not Binding on KMBS until signed by KMBS Manager.

Customer Name: Don E. McDaniel, Jr. Please Print KMBS Representative: [Signature]
 Customer Title: County Manager KMBS Manager Name: _____
 Customer Signature: [Signature] Date: 7/2/16 KMBS Manager Signature: _____ Date: _____

For Internal Use

Maintenance:	<input type="checkbox"/> with Equipment Order	<input type="checkbox"/> Maintenance Only	<input type="checkbox"/> Billed by KMBS	<input type="checkbox"/> Billed by Lease Company	<input type="checkbox"/> Dealer Serviced
Originating:	Sales Rep Number	Sales Rep Name	Sales Rep Email Address	Sales District	
Order Taking:				Processed	
Servicing:				<input type="checkbox"/> Branch <input type="checkbox"/> Windsor	

CONTRACT AGREEMENT FORM

Contract Name: Foundation Plan, Installation and State Permit Process Contract No.: GSA Contract #GS07F0199L

Statement of Mutual Consent and Intent

State Building of Manufactured Housing Department requires an Installation Permit for commercial modular buildings. Besides the permitting process, the foundation of the building must be signed off by a licensed Engineer in that field.

Contract End Date: 07-06-16 to 08-15-16

Renewal Option: Yes No

Maximum Dollar Limit: \$1,500.00

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 5th day of July, 2016.

GILA COUNTY



Don E. McDaniel, County Manager



AMENDMENT NO. 1

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

PROFESSIONAL SERVICES CONTRACT NO. 033016-2

MECHANICAL/PLUMBING AND ELECTRICAL ENGINEERING SERVICES FOR THE SUPERIOR COURT NORTH BUILDING 110 W. MAIN STREET, PAYSON, AZ

Effective April 27, 2016, Gila County and DLR Group entered into a contract whereby DLR Group agreed to provide Mechanical/Plumbing and Electrical Engineering Services for the Superior Court North Building, 110 W. Main Street, Payson, AZ.

The contract term expires on June, 30 2016. The Facilities Management Department would like to extend the term of the contract to September 30, 2016.

Amendment No. 1 to Professional Services Contract No. 033016-2 will serve to extend the term of the contract to September 30, 2016.

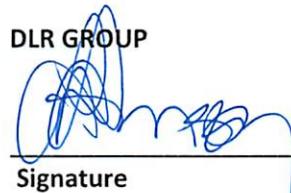
All other terms, conditions and provisions of the original Contract, shall remain the same and apply during the April 27, 2016 to September 30, 2016 contract term.

IN WITNESS WHEREOF, two (2) identical copies of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 5th day of July, 2016.

GILA COUNTY


Don E. McDaniel Jr., County Manager

DLR GROUP


Signature

LOYD RAMSEY - PRINCIPAL
Print Name