

PURSUANT TO A.R.S. SECTION 38-431 THE GILA COUNTY BOARD OF SUPERVISORS WILL HOLD AN OPEN MEETING IN THE SUPERVISORS' AUDITORIUM, 1400 EAST ASH STREET, GLOBE, ARIZONA. ONE OR MORE BOARD MEMBERS MAY PARTICIPATE IN THE MEETING BY TELEPHONE CONFERENCE CALL OR BY INTERACTIVE TELEVISION VIDEO (ITV). **ANY MEMBER OF THE PUBLIC IS WELCOME TO ATTEND THE MEETING VIA ITV WHICH IS HELD AT 610 E. HIGHWAY 260, BOARD OF SUPERVISORS' CONFERENCE ROOM, PAYSON, ARIZONA.** THE AGENDA IS AS FOLLOWS:

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## **REGULAR MEETING - TUESDAY, AUGUST 2, 2011 - 10 A.M.**

- 1 Call to Order - Pledge of Allegiance – Invocation
- 2 **PRESENTATIONS:**
  - A Presentation of the Gila County Probation Department Employee Recognition Awards by Kendall Rhyne, Chief Probation Officer.
  - B Public recognition of 6 employees for June's "Spotlight on Employees" Program, as follows: Anjanette Bolinger, Dorine Prine, Gabe Eylicio, Christine Lopez, Estelle Belarde and Chris Kell. **(Juley Bocardo-Homan)**
- 3 **PUBLIC HEARINGS:**
  - A **Public Hearing** - Information/Discussion/Action to authorize the submission of an Application for FY 2011 State Community Development Block Grant (CDBG) funds in the amount of \$120,218 that will be used for a proposed CDBG housing rehabilitation project in Gila County, and to adopt related Resolution Nos. 11-08-01, 11-08-02 and 11-08-03, which are included as part of the Application. **(Malissa Buzan)**
- 4 **REGULAR AGENDA ITEMS:**
  - A **(Motion to adjourn as the Board of Supervisors and convene as the Gila County Library District Board of Directors.)**  
Information/Discussion/Action to approve Library Service Agreements between the Gila County Library District and the following libraries to cooperate in the provision of library services to the citizens of the District for the period July 1, 2011, through June 30, 2012: Globe Public Library - match up to \$116,750; Hayden Public Library - match up to \$52,100; Isabelle Hunt Memorial Library - fund \$104,750; Miami Memorial Library - match up to \$43,600; Payson Public Library - match up to \$229,230; San Carlos Public Library - match up to \$32,920; Tonto Basin Public Library - fund \$60,950; and Young Public Library - fund \$57,670. **(John Nelson)**  
**(Motion to adjourn as the Library District Board of Directors and reconvene as the Board of Supervisors.)**

- B Information/Discussion/Action to authorize the Human Resources Department to electronically submit an CPS HR/IPA-HR Innovation Grant for Government Agencies Application in the amount of \$25,000 to help continue the prevention of violence in the workplace within Gila County. **(Berthan DeNero)**
- C Information/Discussion/Action to ratify the Board of Supervisors' approval for the Health and Emergency Services Division's submittal of a Pacific Region Retail Food Cooperative Programs Application for Voluntary Retail Food Regulatory Program Standards funding in the amount of \$2,500 to the Food and Drug Administration. **(Michael O'Driscoll)**
- D Information/Discussion/Action to adopt Resolution No. 11-08-07 in support of Arizona Forest Restoration Products' bid to secure a large-scale restoration contract through the Four Forest Restoration Initiative. **(Don McDaniel)**
- E Information/Discussion/Action to approve an Intergovernmental Agreement between Gila County and the Town of Payson whereby the County will disburse a one-time grant of \$135,000 to the Town to financially assist in the operation of the Town's rabies and animal control responsibilities. **(Don McDaniel)**

5 **CONSENT AGENDA ACTION ITEMS:**

- A Approval of Renewal Grant Agreement/2010 Contract Award No. GRA-STATE-10-0070-01-Y3 between the Gila County Health Department and "First Things First" to provide child care health consultation for the period July 1, 2011, through June 30, 2012, in the amount of \$25,101.
- B Approval of Amendment No. 2 to an Intergovernmental Agreement (Contract No. HG060003) between the Arizona Department of Health Services and the Gila County Division of Health and Emergency Services in the amount of \$135,000 to extend the Tobacco-Free Environments Program from July 1, 2011, through June 30, 2012.
- C Authorization of the Chairman's signature on a Radio Communications Maintenance Agreement between Canyon State Wireless and Gila County Emergency Services in the amount of \$5,505 per year for the period of June 1, 2011, through May 31, 2012.
- D Approval of Amendment No. 4 to an Intergovernmental Agreement (Contract No. DE111006-001) between the Arizona Department of Economic Security and Gila County Board of Supervisors to continue to provide services to the Adult, Youth, and Dislocated Worker Programs within the Gila-Pinal Workforce Investment Area through August 31, 2015.

- E Approval to accept the Arizona Criminal Justice Commission Crime Victim Compensation Grant Agreement and Certified Assurances for the period of July 1, 2011, to June 30, 2012, in the amount of \$44,109 between Gila County and the Arizona Criminal Justice Commission; and approval to accept the Arizona Criminal Justice Commission Drug, Gang and Violent Crime Control Grant Agreement for the period of July 1, 2011, to June 30, 2012, in the amount of \$67,727 between Gila County and the Arizona Criminal Justice Commission.
- F Approval of a Special Event Liquor License Application submitted by the Lions Club of Globe, Arizona, Inc. to serve liquor at the Gila County Fair Committee dinner/dance to be held on Saturday, August 27, 2011.
- G Approval of the June 2011 monthly departmental activity report submitted by the Recorder.
- H Approval of the June 2011 monthly departmental activity report submitted by the Globe Regional Constable.
- I Approval of the 2010/2011 fiscal year departmental activity report submitted by the Globe Regional Constable.
- J Approval of the June 2011 monthly departmental activity report submitted by the Payson Regional Constable.
- K Approval of the June 2011 monthly departmental activity report submitted by the Globe Regional Justice of the Peace.
- L Approval of the Human Resources reports for the weeks of July 26, 2011, and August 2, 2011.
- M Approval of finance reports/demands/transfers for the weeks of July 26, 2011, and August 2, 2011.
- 6 **CALL TO THE PUBLIC:** Call to the Public is held for public benefit to allow individuals to address issue(s) within the Board's jurisdiction. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(G), action taken as a result of public comment will be limited to directing staff to study the matter, responding to criticism, or scheduling the matter for further discussion and decision at a future date.
- 7 At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the Chief Administrator may present a brief summary of current events. No action may be taken on issues 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. SECTION 38-431.03(A)((3)

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

**ARF-700**

**Presentation Agenda Item Item #: 2- A**

**Regular BOS Meeting**

**Date: 08/02/2011**

Submitted For: Kendall Rhyne, Chief Probation Officer

Submitted By: Sylvia Hernandez, Superior Court

Department: Superior Court      Division: Probation

Presenter's Name: Kendall Rhyne

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Information

Request/Subject

Presentation of Gila County Probation Employee Recognition Awards.

Background Information

N/A

Evaluation

Gila County Probation Employee Recognition Awards are as follows: Employee of the Year: Lisa King; Detention Officer of the Year: Chris Beamon; Probation Officer of the Year: Lynn Dee Trimble; and Supervisor of the Year: Anita Zaragoza

Conclusion

N/A

Recommendation

N/A

Suggested Motion

Presentation of the Gila County Probation Department Employee Recognition Awards by Kendall Rhyne, Chief Probation Officer.

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**ARF-703**

**Presentation Agenda Item Item #: 2- B**

**Regular BOS Meeting**

**Date: 08/02/2011**

Submitted For: Juley Bocardo-Homan, Deputy Human Resources Director

Submitted By: Erica Raymond, Human Resources

Department: Human Resources

Presenter's Name: Juley Bocardo-Homan

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Information

Request/Subject

June's "Spotlight on Employees" Program

Background Information

The purpose of this program is to provide recognition to employees for the following qualities: team work, quality, morale building, integrity, customer service and initiative.

Evaluation

N/A

Conclusion

N/A

Recommendation

To allow the Human Resources Department to publicly recognize the following 6 employees for June's "Spotlight on Employees" Program: Anjanette Bolinger, Dorine Prine, Gabe Eylicio, Christine Lopez, Estelle Belarde and Chris Kell.

Suggested Motion

Public recognition of 6 employees for June's "Spotlight on Employees" Program, as follows: Anjanette Bolinger, Dorine Prine, Gabe Eylicio, Christine Lopez, Estelle Belarde and Chris Kell. **(Juley Bocardo-Homan)**

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**Regular BOS Meeting**

**Date: 08/02/2011**

Submitted For: Malissa Buzan, CAP/Housing Services Manager

Submitted By: Cecilia Bejarano, Community Services Division

Department: Community Services Division

Division: Comm. Action Program/Housing Servs.

Fiscal Year: 2011-2012 Budgeted?: Yes

Contract Dates Unknown

Begin & End:

Grant?: Yes

Matching No Fund?: New

Requirement?:

Presenter's Name:

Information

Request/Subject

Community Development Block Grant Application FY2011

Background Information

This is an application to submit for Community Development Block Grant Regional Account funds. These Federal Funds are funneled through Arizona Department of Housing and our Association of Governments which is Central Arizona Association of Government. This is a yearly regional fund source allocated to Cities, Towns and Counties within the State of Arizona. If awarded, this funding would provide the following services to eligible citizens residing in Gila County excluding Indian Reservations; single family owner occupied housing rehabilitation. Eligibility requirements are as follows; must be at or below 80% of the Area Median Income. Funding if awarded would be in the amount of \$120,218.00.

Evaluation

By approving this request to apply for funding through the Community Development Block Grant, the Community Action Program, Housing Services will be able to provide single housing rehabilitation to eligible Citizens residing in Gila County.

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 eligible citizens residing in Gila County. Resolution No. 11-08-01 authorizes the adoption of Housing Services Program Guidelines dated January 4, 2011, in relation to an application for FY 2011 State Community Development Block Grant Funds for a housing rehabilitation activity. Resolution No. 11-08-02 authorizes the submission of an Application for FY 2011 State Community Development Block Grant Funds, certifying that said application(s) meets the community's previously identified housing and community development needs and the requirements of the State CDBG Program, and authorizing all actions necessary to implement and complete the activities outlined in said application. Resolution No. 11-08-03 authorizes adopting a Residential Antidisplacement and Relocation Assistance Plan for FY2011, as required under section 104(d) of the Housing and Community Development Act of 1974 as amended.

Recommendation

The Community Action, Housing Services Manager recommends that the Board of Supervisors approve this request to apply for CDBG funding.

Suggested Motion

**Public Hearing** - Information/Discussion/Action to authorize the submission of an Application for FY 2011 State Community Development Block Grant (CDBG) funds in the amount of \$120,218 that will be used for a proposed CDBG housing rehabilitation project in Gila County, and to adopt related Resolution Nos. 11-08-01, 11-08-02 and 11-08-03, which are included as part of the Application. **(Malissa Buzan)**

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Attachments

Link: [Community Development Block Grant Application FY 2011](#)

Link: [Housing Services Guidelines](#)

Link: [Resolution No. 11-08-01 Adoption of Housing Services Program Guidelines](#)

Link: [Resolution No. 11-08-02 Authorization to Submit Applications and Implement CDBG Projects](#)

Link: [Resolution No. 11-08-03 Relocation Assistance Plan](#)

Link: [CDBG Grant App-Public Hearing Notice](#)

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**FY 2011 CDBG Application Handbook**  
**CERTIFICATIONS**  
**APPLICANT CERTIFICATIONS FOR FY2011**

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 applies 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. 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 GOHD 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 subawards at all tiers (including subcontracts, subgrants, and contracts

under grants, loans, and cooperative agreements) and that all subrecipients 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:

\_\_\_\_\_  
Michael A. Pastor, Chairman  
Gila County Board of Supervisors

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

Approved as to form:

\_\_\_\_\_  
Bryan B. Chambers, Chief Deputy County Attorney

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

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.



Grantee: **Gila County**

CDBG Contract No. (if known): \_\_\_\_\_  RA for FFY **04/05**  SSP for FFY \_\_\_\_\_

**CDBG DISCLOSURE REPORT  
FEDERAL FISCAL YEAR  
10/1/2004- 9/30/2005**

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

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**PART I - GRANTEE INFORMATION**

Grantee, Complete Address with 9-digit zip code, Phone Number:

Name: Gila County  
Address: 5515 S. Apache Sutie 200  
City, State Zip: Globe, Arizona 85501-4430  
Phone Number: 928-425-7631

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2. Federal Employer Identification Number: **86-000444**

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3. Indicate whether this is:  Initial Report  Update Report #

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4. Amount of this CDBG Grant Applied for: **\$120, 218.00**

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**PART II - THRESHOLD DETERMINATION**

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1. Is the amount listed in 4. (above) more than \$500,000?  Yes  No

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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

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If the answer to either 1. or 2. of this Part is "Yes," then you must complete the remainder of this report.

If the answer to both 1. and 2. of this Part is "No," then you are not required to complete the remainder of this report, but you must sign the following certification.

I hereby certify that this information is true.

**Michael Pastor** Chairman of the Board of Supervisors

**August 2, 2011**

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Chief Elected Official Name (printed)

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Date

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Chief Elected Official Signature





## DISCLOSURE REPORT INSTRUCTIONS

All communities receiving CDBG grants must complete and submit Parts I and II of 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.* Some applicants/grantees may be required to also complete Parts III, IV, and V based on the answer to question 2 in Part II.

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### PART I - GRANTEE INFORMATION

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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).

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### PART II - THRESHOLD DETERMINATION

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Complete information requested.

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### PART III - OTHER GOVERNMENT ASSISTANCE PROVIDED/APPLIED FOR

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Complete information requested.

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### PART IV - INTERESTED PARTIES

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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.

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## **PART V - EXPECTED SOURCES AND USES OF FUNDS**

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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.

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## **PART VI - CERTIFICATION**

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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 DR. 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 24 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 Initiatives 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.
28. 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.



E-3.1 LEVEL OF ENVIRONMENTAL REVIEW DETERMINATION (2004)

Project Name / Description: OOHR

Level of Environmental Review:

(Exempt per 24 CFR 58.34, Categorically excluded not subject to statutes per § 58.35(b), Categorically excluded subject to statutes per §58.35(a), Environmental Assessment per § 58.36, or EIS per 40 CFR 1500)

STATUTES AND REGULATIONS LISTED AT 24 CFR 58.6

FLOOD INSURANCE / FLOOD DISASTER PROTECTION ACT

- 1. Does the project involve the acquisition, construction or rehabilitation of structures, buildings or mobile homes?
2. Is the structure or part of the structure located in a FEMA designated Special Flood Hazard Area?
3. Is the community participating in the National Insurance Program (or has less than one year passed since FEMA notification of Special Flood Hazards)?

COASTAL BARRIERS RESOURCES ACT

- 1. Is the project located in a coastal barrier resource area? (See www.fema.gov/nfip/cobra.shtml ).

AIRPORT RUNWAY CLEAR ZONES AND CLEAR ZONES DISCLOSURES

- 1. Does the project involve the sale or acquisition of existing property within a Civil Airport's Runway Clear Zone, Approach Protection Zone or a Military Installation's Clear Zone?
2. Project complies with 24 CFR 51.303(a)(3).

Prepared by (insert name and title)Malissa Buzan CAP/Housing Services Manager

Signature Date

Responsible Entity (insert name and title)Micheal A. Pastor, Chairman, Gila County Board of Supervisors

Signature Date



**FORM 1**  
**FY 2011 COMMUNITY DEVELOPMENT BLOCK GRANT**  
**APPLICATION COVER SHEET**  
**CDBG CONTRACT NO.**

<input checked="" type="checkbox"/>	<b>Regional Account (RA) COG: CAAG</b>	<input type="checkbox"/>	<b>State Special Project (SSP)</b>
<input type="checkbox"/>	<b>Colonias</b>	<input type="checkbox"/>	<b>NRS: Date approved: / / Approval on page:</b>

<b>Applicant:</b> Gila County	<b>Legislative/ Congressional Districts:</b> 1/5
----------------------------------	-----------------------------------------------------

**Address (with 9-digit zip code):** 5515S. Apache Ave Suite 200  
**Name of County Applicant Located In:** Gila County, Arizona  
 85501-4430

<b>Contact Person/Title (Grantee)</b> Dave Fletcher Director Gila County Community Services	<b>Contact Person/Title (COG/Other):</b> Malissa Buzan Community Action/Housing Services Manager Gila County Community Services
------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------

<b>Phone/Fax/Email:</b> (928) 425-7631 (928) 425-9468 dfletcher@co.gila.az.us	<b>Phone/Fax/Email:</b> 928-425-7631/928-425-9468 mbuzan@co.gila.az.us
----------------------------------------------------------------------------------	---------------------------------------------------------------------------

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.)

Activity Name	CDBG Funds	Non-CDBG Funds	Fund Type	Total Funds
1. Administration	\$24,043.00			\$24,043.00
2. Housing Rehab	\$96,175.00			\$96,175.00

**Total CDBG Funds Requested for this Project (Activities #1 and #2):** **\$ 120,218.00**

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.		

**Total CDBG Funds Requested** (all activities applied for this fiscal year, including administration): \$ **\$120,218.00**

**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: 08/02/2011
Name (typed): Michael A. Pastor	Title: Chairman of the Board of Supervisors

**FORM 1**  
**FY<sup>2011</sup> COMMUNITY DEVELOPMENT BLOCK GRANT**  
**APPLICATION COVER SHEET**

Each CDBG contract with the grantee will include only TWO (2) activities (including Administration). Thus, if the application has three activities other than Administration, three Form 1s must be submitted as part of the application.

- A and B. Indicate whether this application is to a Regional Account or to the SSP. If to a Regional Account, indicate which COG by name, i.e., NACOG, WACOG, CAAG or SEAGO.
- C. If the application is for an activity in a colonia and includes a colonias resolution, please check the Colonias space.
- D. Indicate if the application includes a Neighborhood Revitalization Strategy (NRS) - this can be an RA or SSP application. A NRS must be approved before the application is submitted and the application must include a copy of the approval letter from the CDBG Program.

**LINE ITEM INSTRUCTIONS:**

1. Provide the name of the applicant. If this is a multi-jurisdictional application, an IGA must be included that indicates the lead agency and describes the duties of all the entities involved.
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.

The Contact Person is officially designated by the Chief Elected Official as the person responsible for all grant related matters from the application process to closeout of the contract.

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. If a COG or a consultant is named as a co-contact, the CDBG Program will attempt to copy that entity on all correspondence but *a Contact Person at the local government will be the main point of contact.*

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.

If more than one application is submitted, please include the *entire* Administration budget on only one Form 1. Do not divide it between all activities/forms.

- 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 COGs' 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 grant, e.g., funds from a CDBG housing rehabilitation loan program operated by the community in prior years.
  - **(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. These funds do not require a separate LBC or tracking but the community commits the resources by submitting a signed application.

**Applicants are urged to show all such funds, even if the amounts are estimated, to help verify the partnership between CDBG and other funding sources, e.g., local, other, federal, state, and private sector funds.**

- 6.d. Indicate the type of funds, i.e., CDBG, Leverage, Program Income, or Other.
- 6.e. Total of (b) and (c) for each activity
7. Show the total amount of **CDBG funds** from the two activities listed in 6b of Form 1.
8. List **ALL** activities included in all the applications. 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.

If submitting more than two applications, the grantee should consider whether sufficient staff and capacity is available to administer and complete all activities within the contract period.

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



**FORM 2**  
**COMMUNITY DEVELOPMENT BLOCK GRANT**  
**GENERAL ADMINISTRATION SUMMARY**

**1. Applicant: Gila County**

ITEM	a. CDBG \$	b. Non-CDBG \$*	c. Total
2. TAAP. Total costs for COG Technical Assistance and Application Preparation. TAAP fees paid to the COG, by the grantee, as per the Professional Services Agreement	\$400.00		\$400.00
3. Salaries, Wages, Fringe Benefits			
% or Hours			
3.1 Position #1 Title: Director	5%	\$5342.00	\$5342.00
3.2 Position #2 Title: Admin Asst	12%	\$5555.00	\$5555.00
3.3 Position #3 Title: Program Manager	5%	\$2474.00	\$2474.00
3.4 Position #4 Title: Fiscal Manager	8%	\$5775.00	\$5775.00
4. Professional Services (Contractual)			
4.1 For:			
4.2 For:			
4.3 For:			
5. Travel	\$1147.00		\$1147.00
6. Office Supplies and Equipment	\$664.00		\$664.00
7. Advertising/Publications	\$500.00		\$500.00
8. Indirect Costs (% documented by cost allocation plan)	\$2000.00		\$2000.00
9. Other Operating Expenses ( <i>specify</i> )			
9.1 Item 1:			
9.2 Item 2:			
9.3 Item 3:			
9.4 Other (Fair Housing, Section 504, etc.)	\$100.00		\$100.00
<b>10. TOTALS</b>	<b>\$24,043.00</b>		<b>\$24,043.00</b>

\* Indicate in parentheses if the amount is Leverage (L), Program Income (PI), or Other (O). If the amount is a mixture of different types of funds, indicate the amount for each type.

11. a. Indicate who will be in charge of the financial record keeping (give name and title):

Bree York Financial Manager/ Gila County Community Services

b. Provide the street address for the location of the financial records:

5515 Apache Ave. Suite 200 Globe Az 85501-4430

**FORM 2**  
**COMMUNITY DEVELOPMENT BLOCK GRANT**  
**GENERAL ADMINISTRATION SUMMARY**

**LINE ITEM INSTRUCTIONS:**

1. Use the full name of the applicant community.
2. *This item applies only to RA applications.* Show **ONLY** the costs of Technical Assistance and Application Preparation (TAAP) provided by the COG. The amount shown here will be paid directly to the COG, by the grantee upon receipt of a bill/invoice from the COG. The COG is responsible for maintaining backup documentation for all TAAP costs, which shall be submitted along with the bill to the applicant/grantee.

SSP Applications: *LEAVE BLANK.*

**NOTE:** If Contracts are for up to a 2-year period, administrative costs must be included for the full 24 months, but only the **actual time spent** administering a CDBG grant or preparing a CDBG application may be reimbursed.

3. Show the title of the positions and the amounts for personnel directly involved in application preparation and administering the activities in this application (e.g. Town Clerk, accountant). Indicate the percent of time or the total hours of each person. If necessary, clarify hours v. percentage in an attachment. Costs for application preparation not considered TAAP fees should be included.
4. Show the amounts to be expended on contracted services. These items cover those services generally provided under a professional services contract or letter of agreement for administration of the grant. For example, legal or accounting services, or to a COG for grant administration, or for audits. (See Section 4.13 for more information regarding allowable audit costs.)

**NOTE:** If the applicant will contract out for grant administration, the CDBG Program must approve both the Request for Proposal (RFP) (except for services to be provided by a COG) and the actual contract for such services (for a COG or a private consultant) prior to releasing funds for this service.

- 5-6. Indicate the amounts necessary to administer the activities in this application, including all other costs associated with application preparation (unless paid to a COG for an RA application).
7. Show the amount that has been and will be expended for the required newspaper advertising both before AND after award. The cost of Public Notices and bids for goods and services may be allocated here or to the actual activity.
8. OMB Circular A-87 allows for the charging of certain indirect costs to the CDBG program. The applicant must submit a statement with the application stating that there is an Indirect Cost Allocation Plan on file and that it has been updated as appropriate. (If CDBG funds are awarded, the grantee must submit such a statement at the beginning of each fiscal year.) The Indirect Cost Allocation Plan should be reviewed as part of the applicant's annual audit.
9. Describe all other costs related to the application for and administration of THIS specific contract including those associated with 504 and Fair Housing. Examples of other costs include subscriptions, postage, telephone, vehicle expense, insurance, education/training, and registration fees. Examples of 504 costs include: time devoted updating a self-evaluation and transition plan, publication of notices, and outreach mailings. Examples of costs to "affirmatively further fair housing" include: preparation of an Analysis to Impediments or a Fair Housing brochure, publicity relating to fair housing activities, and travel expenses for consultants to present fair housing programs.

504 costs shown on this Form cannot include actual removal of barriers, i.e., construction such as ramping, bathroom renovation, or elevators. These would have to be shown as a separate activity, "removal of architectural barriers." However, these costs can include the purchase of small items of equipment such as door handles, a drinking cup dispenser, and appropriate signage.

**NOTE:** If these costs will exceed \$1,000, attach a separate detailed budget and reference the page number.

10. Show all totals.

**NOTE:** The cost of an environmental review record is considered a project cost rather than administration. Applicants are encouraged to show those costs as part of the actual activity.

- 11.a. Self-explanatory. However, if more than one person is identified, include an explanation.
- 11.b. This should identify the **physical** location of the records rather than a post office box mailing address. Financial record keeping responsibilities may be delegated but they remain the ultimate responsibility of the applicant.

**NOTE:** If a subrecipient will actually receive CDBG funds to administer a CDBG Activity, a) funds must be included in the 18% limitation; b) there will be three Form 2's - one for the applicant, one for the subrecipient, and one showing **totals only** for both; and c) each Form 2 should be labeled accordingly.

**NOTE:** Legally Binding Commitments are needed for non-CDBG funds that are integral to the application.



**FORM 3**  
**COMMUNITY DEVELOPMENT BLOCK GRANT**  
**ACTIVITY BUDGET**

1. Applicant: Gila County	2. Activity Name: OOHR		
	<b>a.</b> CDBG \$	<b>b.</b> Non-CDBG \$	<b>c.</b> TOTAL \$
3. Environmental Review Record	\$0.00		0
4. Design/Engineering/Inspection Procure <input type="checkbox"/> In-House <input type="checkbox"/>			
5. Construction Contract Work (include materials and DB wage rates)	\$78,863.50		\$78,863.50
6. Fixed Asset Equipment			
7. Land Acquisition (includes easements) ( <i>must comply with the Uniform Relocation Act</i> )			
8. Rehabilitation Services (if this exceeds 20% of total activity costs, attach a rationale) Procure <input type="checkbox"/> In-House <input checked="" type="checkbox"/>	\$17,311.50		\$17,311.50
9. Other (specify or attached as page     ):			
<b>10. For City/Town, County or Other Construction</b>			
10.1 Purchase of materials			
10.2.a Employees (documentation attached as page     regarding number of employees, wages, number of hours, etc.)			
10.2.b Offenders			
10.2.c Volunteers			
10.3 Equipment (Use vs. Purchase) (documentation attached regarding rental rates, number of hours to be used, type of equipment, etc.)			
10.4 Other (attached as page     )			
<b>11. TOTALS</b>	<b>\$96,175.00</b>		<b>\$96,175.00</b>

**FORM 3  
COMMUNITY DEVELOPMENT BLOCK GRANT  
ACTIVITY BUDGET**

**ALL INFORMATION ON THIS FORM MUST BE CONSISTENT WITH THE INFORMATION  
ON FORM #1 - APPLICATION COVER SHEET**

**LINE ITEM INSTRUCTIONS** *(Please complete one form for each activity)*

1. Indicate the full name of the applicant community.
2. Indicate the name of the activity.
  - a. Show the amount of CDBG funds requested for each activity.
  - b. Indicate the amount of non-CDBG funds/resources necessary to complete each activity. Identify the type of non-CDBG funds/resources by indicating such with an "L," "O," or "PI." Refer to Form 1, 6.c., and instructions if necessary. Even if the applicant is not pledging cash for the project, but is pledging resources, i.e., in house engineering, inspection, employees to use materials, etc., a Resolution is required. See Chapter 11.
  - c. Show the total cost of the proposed activity.
3. Indicate the costs of preparing the Environmental Review Record (ERR) as these are project rather than administration costs. Costs could include staff time, postage, public notices, or an archeological study. The ERR must encompass the entire "project" or all phases of a multi year project regardless of funding source, if CDBG funds are involved in some aspect of the project. **If no CDBG or other funds are shown, the application should specify in writing that the community will cover the cost or that the cost of the ERR is included in Administration on Form 2.**
4. Indicate whether this service was or will be competitively procured, or if the service will be provided by applicant's staff.

**NOTE:** Unless the applicant's engineer was procured as follows, the applicant cannot use his/her services and will have to procure such services competitively.

- was competitively procured in compliance with CDBG Program requirements as provided in the *Procurement and Contracting Handbook*;
- documentation of such is available and can be provided to the CDBG Program;
- procurement took place after January 1, 1999;
- the procurement and resulting contract with the engineer allows her/him to undertake all engineering for the applicant, or the specific service to be provided for this grant (i.e., if the engineer was procured ONLY to design the town's streets, her/his services can not be used for the water system to be constructed with this grant.)

"In house" is defined as a full or part time employee of the applicant who is on the applicant's payroll. A business, with its own tax ID, is not considered an "in-house" employee even if it consists of just the one individual working for the community.

If no funds are proposed to be paid for Design/Engineering/Inspection, something must be in writing for all public works/community facilities, etc and even if it is minimal D/E/I (e.g. done by COG in house) indicate "minimal and included with administration" or other clarifying explanation.

5. This line is for construction work that will be competitively procured. The increased cost due to Davis-Bacon prevailing wages should be taken into consideration where applicable. See the *Arizona Federal Labor Standards Handbook* for additional information. If the contract includes the cost of materials, as is typical, include it on this line.
6. This line is for equipment that the applicant will purchase. The purchase of most equipment is NOT allowable as discussed in Section 2. However, in some cases the CDBG Program will allow non-CDBG funds to be used to purchase equipment, which is not eligible as a CDBG cost. Examples of allowable CDBG equipment are: for a landfill or for fire protection, items that are structurally integral to a building or facility such as a walk-in freezer in a senior center or permanent playground equipment in a park, or as part of a public service.

7. Acquisition includes permanent easements and long term leases. Any applicant that intends to acquire land related to the proposed project (regardless of funding source), must indicate it here. By completing this section, the **applicant documents whether there will be any acquisition ASSOCIATED with the CDBG-funded project (vs. paid for with CDBG funds), and that if such will take place, the applicant agrees to comply with the Uniform Relocation Act (URA).** See the *Procurement, Contracting & Acquisition Handbook* for detailed information about the URA.
8. Rehabilitation Services are generally limited to 20% of the **total** activity cost (not just the CDBG portion). If the amount will be significantly more or less than that amount, provide a rationale and identify the page number. Indicate if such services will be implemented by existing "in house" staff or will be/have been competitively procured. The same definition of "in house" vs. "procured" applies as in line 4.
9. Describe all other applicable activities. This can include demolition, planning or public services. If the public services are for operation, maintenance and staff costs, attach a detailed budget, identified by page number, indicating the cost categories and the duration, e.g., 12 months rent at \$300 a month = \$3,600; Head Start aide for 12 months at \$8.00/hour x 2050 hours = \$16,400 **plus** ERE at 20% = \$3,280.

If activity is new construction or rehabilitation, also consider costs for the following:

Energy Audits	Lead Based Paint Testing
Building Permit Fees	Credit Title Reports
Title Insurance	Recording and Filing Fees
Builder's Profit	Builder's Overhead
Permits/Fees not paid by Builder	Loan Fees
Interest	Insurance
Credit Enhancement	Market Study
Permanent Loan Costs	Origination Fees

10. This section is for construction work that will be performed by the applicant's employees, offenders or volunteers, and which may also require the purchase of materials and/or the rental or lease of equipment. Rentals can be from an outside source or from the applicant itself.
  - 10.2.a An attachment, identified by page number, indicating the number of hours of work, employees, offenders, or volunteers, or items of equipment and cost per hour should be included to help CDBG Program staff determine *the* reasonableness of the proposed cost. These persons must have been or will be hired compliant with the applicant's written personnel policies and procedures. Employees must continue to be paid at the rate required by those policies. CDBG may request documentation to verify such information.
  - 10.2.b-c. Volunteers and offenders/convicts may receive some or no compensation for their services. Volunteers may be paid only for out of pocket expenses. In both instances, the applicant should include a letter of commitment from the institution or entity that will provide the offenders or from the volunteers. The applicant must be prepared to provide the CDBG Program with a Volunteer Plan or an IGA (for offenders) should it be funded.

If funds are indicated for 10.1 or 10.3, then either CDBG or non-CDBG funds or a statement committing the applicant to pay for the use of its own employees, volunteers or offenders must be indicated. Similarly, if CDBG or non-CDBG funds are shown for 10.2, then CDBG or non-CDBG funds or a statement of commitment must be shown for 10.1 or 10.3.

Even if no funds are proposed to be paid from any source, there must be indications of commitments, with additional commitments recommended (above and beyond stated time required) in light of the fact that volunteers may cease to be interested or able to volunteer as intended, and, as a result there is no way to legally bind them to do the work.

For amounts in lines 10.1-10.4 that are equal to or in excess of \$1,000.00, a separate budget detailing the quantities and descriptions must be supplied.

11. Add all amounts in columns a, b, and c. The totals in line 11. should equal the total amounts on Form 1. Legally Binding Commitments are needed for non-CDBG funds that are integral to the application.



**FORM 8**  
**COMMUNITY DEVELOPMENT BLOCK GRANT**  
**ACTIVITY DESCRIPTION:**  
**HOUSING ACTIVITIES**

1. Applicant: Gila County

2. Activity Name: Gila County Owner-Occupied Housing Rehabilitation

3. Map(s) attached as page(s)

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.

**Our activity is single family owner occupied housing rehabilitation. This activity will be conducted with in Gila County boundries except reservation land. The housing rehabilitation activity will consist of 3 units @ approximately \$26, 288.00 that will be provided to the participant (each participant will meet the low/mod income qualifications) in the form of a forgiveable non-interest bearing deferred payment loan. Each participant will be selected on a first come first serve 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.**

Housing (include and number any attachments)

**Form 8.A**

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

a. Is the site properly zoned? 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 owner-occupied single family residences, and of these there is also a high percentage of homes built before 1939. Our housing stock is in a very poor condition, especially in the southern part of the county with a high percentage of elderly population. We would like to continue to preserve our housing stock allowing our elderly and low-income population to remain in there homes as long as possible. Our economic outlook has remained dismal, with above average unemployment at 11.1% with a 2<sup>nd</sup> sweep of foreclosure emergencies and recession the rest of the State of Arizona is seeing, our housing stock continues to be wholly inadequate and our waiting list for OOHHR runs at the 100 applicant range. That is why we propose to rehabilitate 3 owner occupied single family residences.

8. Indicate:

a. Total Number of People to be Served: 6

d. Total Number of Units: 3

b. Total Low Moderate People: 6

e. Total Low Moderate Units: 3

c. LM Percentage: 80%

f. Source of Information as page:

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.

**Housing (include and number any attachments)**

**Form 8.B**

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.

**Participants will be income qualified according to current Gila County Rehab Guidelines that were already approved by Arizona Department of Housing staff. And Malissa Buzan Gila County Housing Services Manager 928-425-7631 will be responsible for the process.**

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.*

**All housing project will meet at a minimum State Rehabilitation Standards, Department of Energy Codes and all local codes according to County and or city or town. This will insure all health and safety standards will be met.**

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 N/A

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 N/A)

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:

N/A

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 N/A

b. By-laws attached as page N/A

c. Tax exempt status attached as page N/A

d. Current board of directors attached as page N/A

b. Most recent audit and financial report attached as page N/A

c. Civil Rights Certification attached as page N/A

d. Financial Management Certification attached as page N/A

h. Statement from the Corporation Commission that the corporation has not been dissolved and is currently in good standing, attached as page N/A

**FORM 8**  
**COMMUNITY DEVELOPMENT BLOCK GRANT**  
**ACTIVITY DESCRIPTION:**  
**HOUSING ACTIVITIES**

1. List the full name of the applicant community.
2. List the Activity name.
3. Attach location map(s) and indicate the page number.
4. Identify the applicable activity. In most cases only one activity will be indicated. If more than one is anticipated, contact the CDBG Program for guidance.
5. Describe the activity to be undertaken and what it is intended to accomplish. The description must include the following components as applicable and contain both **quantitative** and **narrative** information. The grantee will be required to report progress based on the information provided for the yearly Interim Performance Report. Describe all sources of funding and all entities involved. Provide current ownership information regarding any property involved, and the geographic area targeted for assistance. If CDBG funds will be used for off site improvements, indicate the location of the actual housing to be constructed.
  - name of street(s), neighborhood to include the address (to include zip + 4) and size and characteristics of the specific site;
  - name of unincorporated community and relationship to major landmarks;
  - major components of the proposed project;
  - design of the program, e.g. grants, loans, DPLs and maximum/minimums;
  - owner/operator of the facility or program and the specific clientele, if applicable;
  - name and address of the subrecipient, if applicable;
  - name and address of the lending institution involved, if applicable;
  - size of proposed new development;
  - name and address of the building developer, if applicable.

If the project is extensive, it should be preceded by a summary statement (e.g., 20 parcels of land, totaling X will be acquired; 12 streets, totaling X L.F. will be paved using X materials; and X L.F. of 4 foot wide sidewalks will be constructed). This information can then be followed with more detailed information for each street.

Ensure that the size of the proposed activity is appropriate and will primarily serve the **current** or proposed target population. If the size of the proposed activity is larger than standard, provide a rationale, identified by page number. The CDBG Program may conduct independent research to verify the reasonableness of the size of the facility or project.

If the applicant is proposing a lump sum drawdown (allowable ONLY for housing rehabilitation), contact the CDBG Program immediately for specific requirements that apply to such a program design. These requirements include services to be provided by the lending institution(s), the basis for the amount requested and a funds utilization timeline. These items need to be incorporated into the written agreement with the lending institution, which should acknowledge by a letter of commitment that it understands these requirements. A copy of the letter should be included in the application. Prior to the draw down of funds, the CDBG Program will review and approve this agreement.

6. For construction, acquisition or conversion of property, complete items 6a-c. If 'not applicable', indicate by writing 'n/a' next to each item.

7. Describe problems and conditions or other factors that support the need for this activity.
8. Indicate the total number of housing units to be served, the total LM units, the total number of persons to be served, the total LM persons and the percent LM (d.÷c. X 100).

Demographic/Race (f) will usually reflect that of the head of household (however that term is defined) and should reflect the **total** number of people v. the number of households.

Please use Form 12 to show Demographic/Race information.

9. Review this *Handbook* and the *Grant Administration Handbook* for more detailed information about Program Income (PI).

If no PI is anticipated indicate such by a NO. If a DPL program is required, this section must be completed and Revolving Loan Fund procedures developed and submitted to CDBG for approval.

EXAMPLE: The City has and wants to continue a housing rehab program, which generates about \$5,000 a month in PI from loan repayments. The source would thus be: housing rehab from both prior years and this proposed grant; the estimated amount would be \$5,000. This PI will continue to be placed in a Revolving Loan Fund to continue the same activity (rehab).

10. Describe the income qualification process.

EXAMPLE: "The PHA Director, Ms. Vera Homey, who can be reached at 987-6543, will oversee this process, confirmed on (date). See Page XXX for a list of the income levels used by the PHA and the documents requested to be submitted for this determination process."

11. Describe if Housing Quality Standards (HQS) or a more stringent local code or standard will be adhered to.
12. For housing acquisition, conversion or new construction, indicate the entities, title and contact information for those that will act as the owner, developer and manager.
13. Ensure that documentation is attached to verify a commitment to finance the project and to make the appropriate percentage of dwellings available to LM persons. In most cases, a complete budget for the entire project (vs. only the CDBG funded portion) will be required for ADOH review. Identify this document by page number. Applicants for such projects are strongly encouraged to contact the CDBG Program well in advance of the application deadline to discuss what documents should be submitted and those that should be reviewed prior to that date.

A financing commitment will usually be contingent upon receipt of the CDBG funds and may include any of the following: a) a letter from a private lending institution that agrees to provide financing; b) a letter from another public program, such as HOME, Housing Trust Fund, USDA (RD), HUD direct funding (such as HOPE) or HHS; or c) a letter from a non-profit or foundation. Each must be signed by a responsible party and must include a date and telephone number. Each item should be identified by page number ON THIS FORM.

Most activities involving an entity other than the applicant itself (which includes all projects resulting in new housing construction whether funded by CDBG or another source), will likely result in contract Special Conditions. These must be addressed within given timelines prior to the release of funds or may result in a termination of the contract. Timelines are negotiable between the applicant, COG (if applicable) and the CDBG Program.

14. Affordable rents are generally considered to be 30% of family income. If another standard is indicated, a rationale should be included. The most common method to make the rents "public" is to discuss them at a Council or Board of Supervisors' meeting, noticed in compliance with Arizona Revised Statutes. Additionally, it is recommended that the applicant publish a notice in a local paper and/or publicize this information in locations likely to be frequented by LM persons seeking housing, such as the DES office, the PHA or a homeless shelter.
15. Complete for homeownership assistance only. If this is not applicable, please indicate so by placing the words 'not applicable' or the abbreviation 'n/a' for this question.
16. Indicate whether any relocation or displacement is anticipated. If the proposed activity involves the demolition, acquisition or conversion of dwellings, the applicant must be prepared to document whether such are "occupied or occupiable" and must also be prepared to replace such housing and/or pay significant relocation costs to dwellers of such structures.
17. Attach eligible non-profit organization materials indicated in items 17a-h.



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

<b>1. Applicant Name</b>	Gila County	<b>2. Project Name</b>	Gila County Owner-Occupied Housing Rehabilitation
--------------------------	-------------	------------------------	---------------------------------------------------

This form should be used to capture demographic/racial data for CDBG-funded projects. The sections on application forms, related to demographics/ethnicity do not reflect the new categories used by HUD starting this funding year. Rather than re-create each application form for each activity applied for, CDBG has decided to initiate Form 12 to be used for all applications for funds.

3. Demographic/Ethnicity Data

- a) Source of Racial/Demographic Data: US Census
- b) See page(s):

Demographic Category	Number/ # 4a)	Percentage/ % 4b)	Hispanic/Latino Ethnicity/# 5a)	Percentage/ % 5b)
<b>Single Race Categories</b>				
White	3	77.82%	1	8.88%
Black/African American	0	0.38%	0	0.04%
Asian	0	0.43%	0	0.02%
American Indian/Alaskan Native	2	12.92%	0	0.42%
Native Hawaiian/Other Pacific Islander	0	0.05%	0	0.01%
<b>Multi-Race Categories:</b>				
American Indian/Alaskan Native & White	0	0.63%	0	0.63%
Asian & White	0	0.10%	0	0.10%
Black/African American & White	0	0.06%	0	0.06%
American Indian/Alaskan Native & Black/African American	0	0.02%	0	0.06%
Other Multi-Racial	0	7.58%	1	6.46%
Non-Hispanic/Latino Ethnicity			13	83.4%
<b>TOTAL 6)</b>	<b>5</b>	<b>100%</b>	<b>15</b>	<b>100%</b>

<b>Total Hispanic/Latino Ethnicity 7)</b>			<b>1</b>	
-------------------------------------------	--	--	----------	--

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.

**Instructions for Form 12**  
**COMMUNITY DEVELOPMENT BLOCK GRANT**  
**NATIONAL OBJECTIVE COMPLIANCE**  
**DEMOGRAPHIC/RACIAL DATA**

1. The Demographic/Racial data shown on this form should equal the total population to be served on the Application Form submitted with this application. For example, if you are working on a Community Facility Project and using Form 4, the total population to be served would also be the total shown on Form 12 in Column 4a's total.
2. Line 3a) asks the applicant to cite the source of the data, i.e. 2000 U.S. Census.
3. Line 3b) ask for the corresponding page number(s) for the source data.
4. Column 4a) asks for the number (#) of individuals falling into each demographic category.
5. Again, this total should equal the total population on the application activity form.
6. Column 4b) asks for the corresponding percentage of the whole population that fall into each demographic category. NOTE: This total should always equal 100%.
7. Column 5a) asks for the total of each demographic category that also considers themselves to be of Hispanic/Latino ethnicity. For example, you may indicate in column 2a that there are 100 Asian persons, but of those Asian persons, only 80 are also of Hispanic/Latino Ethnicity. You would then show in that line item, 100, the corresponding %, 80 and the corresponding %. The numbers recorded in column 4a will probably always be less than those in column 5a as they are a subset of the demographic shown in column 4a.
8. Column 5a) has an line item for Non-Hispanic/Latino Ethnicity. With this in place, your total should equal that in your 4a) column. This is in place as a safety mechanism to ensure that data is recorded correctly.
9. Column 5b) Represents the total percentages of those who are and who are not of Hispanic/Latino ethnicity. It should total 100%.
10. Column 5b) asks for the corresponding percentage of persons that are of Hispanic/Latino ethnicity.
11. Line 6) Represents the total of each column and should equal 100% or the total of the population numbers represented.
12. Line 7) represents the total of Hispanic/Latino ethnicity persons. This figure will equal the total of line 6) less the non-Hispanic/Latino single in column 5a).

**NOTE:** 1. All of the white squares in the table should have a number or percentage in them, even if it is zero. The areas that don't require a number or percentage have been shaded.

2. ADOH realizes that the extrapolation of Census data needed for the completion of this form may be somewhat difficult. If you have difficulty completing this form, please consult your CDBG Program Specialist at ADOH for assistance.



## FORM 16

### CDBG - MILESTONES FOR PROJECT PLANNING

**1. Applicant** Gila County

**2. Activity:**Housing:Owner Occupied Housing Rehabilitation

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.

Months➔	1	2	3	4	5	6	7	8	9	10	11	12
<b>Milestones</b> ↓												
Identification of Units	x <input type="checkbox"/>											
Contractor Selection	x <input type="checkbox"/>											
Enviromental Review	x <input type="checkbox"/>											
Initiate Project set-ups	<input type="checkbox"/>	<input type="checkbox"/>	x <input type="checkbox"/>	x <input type="checkbox"/>	x <input type="checkbox"/>	x <input type="checkbox"/>	x <input type="checkbox"/>	x <input type="checkbox"/>	x <input type="checkbox"/>	x <input type="checkbox"/>	x <input type="checkbox"/>	x <input type="checkbox"/>
	<input type="checkbox"/>											
	<input type="checkbox"/>											
	<input type="checkbox"/>											
Months➔	13	14	15	16	17	18	19	20	21	22	23	24
<b>Milestones</b> ↓												
Homeowner Counseling	x <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
Housing Rehabilitation	x <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
Individual Project Close-outs	x <input type="checkbox"/>	x <input type="checkbox"/>	x <input type="checkbox"/>	x <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>											
	<input type="checkbox"/>											
	<input type="checkbox"/>											
Months➔	25	26	27	28	29	30	31	32	33	34	35	36
<b>Milestones</b> ↓												
	<input type="checkbox"/>											
	<input type="checkbox"/>											
	<input type="checkbox"/>											
	<input type="checkbox"/>											



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

**1. Applicant** Gila County

**2. Activity: Housing: Owner-Occupied Housing Rehabilitation**

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
<b>General ERR pre-approved-still in-effect</b>													
<b>Marketing</b>		x	x	x	x	x	x	x					
<b>House #1</b>													
ERR							x	x	x				
Initial Inspection & Work write-ups								x	x				
Procurement									x	x	x		
Construction & Final Inspection										x	x	x	
<b>House #2</b>													
ERR							x	x	x				
Initial Inspection & Work write-ups								x	x				
Procurement									x	x	x		
Construction & Final Inspection										x	x	x	
<b>House #3</b>													
ERR							x	x	x				
Initial Inspection & Work write-ups								x	x	x			
Procurement									x	x	x		
Construction & Final Inspection										x	x	x	
<b>House #4</b>													
ERR													
Initial Inspection & Work write-ups													
Procurement													
Construction & Final Inspection													

Milestones↓	Months →	13	14	15	16	17	18	19	20	21	22	23	24
<b>House #5</b>													
ERR													
Initial Inspection & Work write-ups													
Procurement													
Construction & Final Inspection													
<b>House #6</b>													
ERR													
Initial Inspection & Work write-ups													
Procurement													
Construction & Final Inspection													
<b>House #7</b>													
ERR													
Initial Inspection & Work write-ups													
Procurement													
Construction & Final Inspection													
<b>House #8</b>													
ERR													
Initial Inspection & Work write-ups													
Procurement													
Construction & Final Inspection													
<b>House #9</b>													
ERR													
Initial Inspection & Work write-ups													
Procurement													
Construction & Final Inspection													
<b>House #10</b>													
ERR													
Initial Inspection & Work write-ups													
Procurement													
Construction & Final Inspection													
<b>House #11</b>													
ERR													
Initial Inspection & Work write-ups													
Procurement													
Construction & Final Inspection													
CLOSE-OUT							x	x					

**Form 16 and Form 16-HR**  
**Community Development Block Grant – Milestones for Project Planning**  
**Instructions**

**Time frames requested/indicated on Form 16 will be used to delineate the length of the contract with ADOH.**

A Milestone is defined as a readily identifiable major event which must be accomplished to initiate and implement the CDBG-funded activity, **and includes all tasks of the proposed activity, both CDBG and non-CDBG.** The milestones are to convey to the CDBG Program how the activity will proceed, and must show any dependent relationships with other activities.

All CDBG funds should be drawn down within the contract period. Each activity should be completed (i.e., a National Objective benefit achieved) within the contract time period. However, in some cases non-CDBG funded components of an activity may take longer to complete, e.g., the construction of new housing by a private developer or the creation of jobs by a business. If so, write in the month, by number, when such will occur or add an addendum.

If an event or component is to be initiated before the filed contract (such as the ERR), or has already been completed (engineering), a notation should be made on the Timeline indicating such i.e., "initiated pre contract," or "completed pre contract."

Month ONE (1) is considered to be the first month **after** the effective date of a CDBG contract. The months are not tied to a calendar year, but rather to the effective date of the contract and its expiration date.

Enter an "X" for each month the activity will be in progress.

EXAMPLE MILESTONES: Pre-award approval; Procurement of engineer; ERR; engineering; easement acquisition; procurement of construction contractor; construction

Do NOT show audits.

If additional space is needed attach a separate page, identify it by number and reference it in this space.

ADOPTION OF HOUSING SERVICES PROGRAM GUIDELINES

RESOLUTION NO. 11-08-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF GILA, AUTHORIZING THE ADOPTION OF HOUSING SERVICES PROGRAM GUIDELINES DATED JANUARY 4, 2011 IN RELATION TO AN APPLICATION FOR FY 2011 STATE COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR A 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 Program funds provided by the State of Arizona CDBG Program, and

WHEREAS, the State CDBG Program requires that every local government requesting CDBG funds for housing rehabilitation adopt specific guidelines for such a program; and

WHEREAS, Gila County has developed such owner occupied housing rehabilitation guidelines, dated January 4, 2011 which have been pre-approved by the CDBG Program;

NOW, THEREFORE, BE IT RESOLVED THAT Gila County Board of Supervisors hereby adopts such OO-HRGs, dated January 4, 2011 which shall be used to implement its CDBG-funded housing rehabilitation program funded through its application for FY 2011 funds; and

THAT, Gila County shall utilize such OO-HRGs, without revisions except such authorized by the chief elected official or a person authorized in writing to approve such revisions via the CDBG Program's CD-1Form; with such revisions submitted to the CDBG Program within a maximum of 10 working days of authorization.

Passed and adopted by Gila County Board of Supervisors this 2<sup>nd</sup> day of August, 2011.

By: \_\_\_\_\_  
Michael A. Pastor, Chairman  
Gila County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Marian Sheppard, Chief Deputy Clerk

\_\_\_\_\_  
Bryan B. Chambers,  
Chief Deputy County Attorney

**AUTHORIZATION TO SUBMIT APPLICATIONS  
AND IMPLEMENT CDBG PROJECTS**

**RESOLUTION NO. 11-08-02**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF GILA AUTHORIZING THE SUBMISSION OF AN APPLICATION(S) FOR FY 2011 STATE COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS, CERTIFYING THAT SAID APPLICATION(S) MEETS THE COMMUNITY'S PREVIOUSLY IDENTIFIED HOUSING AND COMMUNITY DEVELOPMENT NEEDS AND THE REQUIREMENTS OF THE STATE CDBG PROGRAM, AND AUTHORIZING ALL ACTIONS NECESSARY TO IMPLEMENT AND COMPLETE THE ACTIVITIES OUTLINED IN SAID APPLICATION.**

WHEREAS, the COUNTY OF GILA is desirous of undertaking community development activities; and

WHEREAS, the State of Arizona is administering the Community Development Block Grant Program; and

WHEREAS, the State CDBG Program requires that CDBG funds requested address one of the three Congressional mandated National Objectives; and

WHEREAS, the activities within *this* application(s) address the community's identified housing and community development needs, including the needs of low and moderate income persons; and

WHEREAS, an Applicant of State CDBG funds is required to comply with the program guidelines and Federal Statutes and regulations.

NOW, THEREFORE, BE IT RESOLVED THAT the BOARD OF SUPERVISORS of the COUNTY OF GILA authorize application to be made to the State of Arizona, Department of Housing for FY 2011 CDBG funds, and authorize the Chairman of the Board of Supervisors of the County of Gila to sign application and contract or grant documents for receipt and use of these funds for Housing Rehabilitation, and authorize the Chairman of the Board of Supervisors to take all actions necessary to implement and complete the activities submitted in said application(s); and

THAT this application for State CDBG funds meets the requirements of low- and moderate-income benefit for activities justified as benefiting low- and moderate-income persons, aids in the prevention or elimination of slum and blight or addresses an urgent need which poses a threat to health; and THAT, the *County of Gila* will comply with all State CDBG Program guidelines, Federal Statutes and Regulations applicable to the State CDBG Program and the certifications contained in this application(s).

Passed and adopted by the *Board of Supervisors of the County of Gila* on this 2nd day of August 2011.

By: \_\_\_\_\_  
Michael A. Pastor, Chairman,  
Gila County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Marian Sheppard, Chief Deputy Clerk

\_\_\_\_\_  
Bryan B. Chambers, Chief Deputy County  
Attorney

**RELOCATION ASSISTANCE PLAN**

as required under Section 104(d) of the  
Housing and Community Development Act of 1974 as amended

**RESOLUTION NO. 11-08-03**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE County of GILA ADOPTING A  
RESIDENTIAL ANTIDISPLACEMENT AND RELOCATION  
ASSISTANCE PLAN FOR FY 2010, 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 implementing regulations require that each applicant for Community Development Block Grant funds must adopt, make public and certify that it is following a residential anti-displacement and relocation assistance plan; and

WHEREAS, the County of Gila is submitting an application to the Arizona Department of Housing for Community Development Block Grant funds.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of Gila, do hereby adopt the residential anti-displacement and relocation assistance plan as described below.

**RESIDENTIAL ANTIDISPLACEMENT AND RELOCATION ASSISTANCE PLAN**

The County of Gila will replace all occupied and vacant occupyable low/moderate income dwelling units demolished or converted to a use other than as low/moderate 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 ADOH CDBG Program 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 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 dwelling unit for at least 10 years from the date of initial occupancy.
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 (SRO) 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 (CP).

Gila County Community Action/Housing Services will provide relocation assistance, as described in the ACT and implementing regulations, to each LM household displaced by demolition of housing or by the conversion of a LM dwelling unit to another use as a direct result of assisted activities.

Passed and adopted by Gila County Board of Supervisors this 2<sup>nd</sup> day of August, 2011.

By: \_\_\_\_\_  
Michael A. Pastor, Chairman, Gila County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Marian Sheppard, Chief Deputy Clerk

\_\_\_\_\_  
Bryan B. Chambers, Chief Deputy  
County Attorney

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**GILA COUNTY  
HOUSING SERVICES PROGRAM GUIDELINES**

**PURPOSE**

The Gila County Housing Services Program is designed to serve low income homeowners with health, safety and energy related home repairs within Gila County. The program is generally defined by these guidelines. These guidelines apply only to the housing rehabilitation loans and/or emergency repair grants funded by Gila County Housing Services Program.

**Goals**

- To benefit elderly, handicapped, and families with children whose income levels are at or below 50% to 80% of Gila County Median Income Limits.
- To improve the quality, health, safety and energy efficiency of the housing stock and to promote neighborhood revitalization in Gila County.

**Objectives**

- To utilize a variety of funding sources to allow the implementation of a comprehensive Housing Services Program to bring all eligible properties into compliance with all adopted county building codes and ordinance requirements in order to achieve decent, safe, energy efficient, and sanitary housing conditions.
- To provide technical assistance, counseling and follow-up services to eligible families, including but not limited to:
  - a. Ownership, revitalization, and neighborhood responsibilities
  - b. Budgeting for property taxes and insurance
  - c. Property maintenance
  - d. Energy conservation
- To bring code enforcement activities in conjunction with emergency repairs and rehabilitation services as an educational process to remove health and environmental hazards and promote cleanliness and pride of ownership.
- To provide referral services to the various agencies offering assistance in the areas of housing, medical, financial hardship, legal aid, etc.

The goals and objectives of the Gila County Housing Services Department can be properly implemented and accomplished by having:

- Properly trained personnel to provide assistance from the initial contact through completion of work and loan services
- Properly trained code enforcement personnel (education/human relations) to serve as liaison for all available programs and tasks associated with the Housing Services Department programs
- Network of County and Social Services agencies which will provide support services for the programs listed under this department.

## **FUNDING**

Funding from a variety of sources, such as, Community Development Block Grant (CDBG), HOME, Housing Trust Funds, Arizona Department of Energy, Low Income Home Energy Assistance Program. Any project may have one or any combination of funds as necessary, to accomplish the goal of providing decent, safe housing. Funding limits per unit are: rehab maximum of \$75,000; and reconstruction maximum of \$90,000. When utilizing various funding sources on a project the property value after completion will not exceed FHA 203b limit for Gila County.

## **TARGET AREA**

The target area consists of all of Gila County with the exception of Indian Reservations. A map reflecting the designated rehabilitation area commonly described as Gila County is attached hereto as Attachment 1. Gila County encompasses 4,752 square miles.

## **ACCESSIBILITY**

The program will provide special technical assistance to potential participants who have special barriers to ensure equal access to benefits. For Spanish speaking persons, we will utilize Spanish speaking staff to assist with the entire rehabilitation process.

## **ELIGIBILITY REQUIREMENTS**

- The property must be located within Gila County boundaries excluding Reservation lands.
- Participants must meet 50% to 80% of area median income guidelines for the area based on family size at the time funds are committed to the property. Income must be verified, whenever possible, by third party verifications. *(Owner must sign an authorization to verify income and income must be re-verified if over 6 months time has elapsed since the commencement of the project.)*
- The applicant must provide verification that the property is owner occupied as a primary residence at least 12 months before application, during construction and for the entire recapture period.
- The property must be free from liens that unduly restrict the marketable ownership interest. If the home is on the market for sale, it will not be eligible for assistance.
- The home must be suitable for rehabilitation under the time and funding constraints of the program.
- Participants must meet 50% to 80% (depending on fund source) of area median income guidelines for the area based on family size at the time funds are committed to the property. Income must be verified, whenever possible, by third party verifications. *(Owner must sign an authorization to verify income and income must be re-verified if over 6 months time has elapsed since the commencement of the project.)*
- Homeowner must provide verification of Total Loss Coverage Insurance at the time of application for services.
- Homeowner must hold a Fee Simple Title or a 99-year leasehold on the property, verifiable by a preliminary title search only, deeds alone do not suffice.
- Property taxes must be paid and current at the time of application for services.
- If all funding assistance is not sufficient to rehab the unit to a minimum standard, the application will be denied.

**PREFERENCES**

Gila County will give priority to households with specified target populations (elderly, disabled and families with children 18 years of age and under).

**NON-DISCRIMINATION**

The program will not discriminate against any potential participant based on race, color, religion, gender, family status, handicap, or violate any other applicable federal statute.

**GRANT/LOAN**

- LOANS – Gila County has the ability to negotiate with local Gila County banks to provide principal reduction loans to moderate income homeowners to rehabilitate their homes. Under such agreement the maximum loan amount would be negotiated with the client being able to borrow a certain percent based on their credit worthiness.
- DEFERRED PAYMENT LOANS (DPL) -Any owner-occupied rehabilitation project that exceeds \$14,999, including change orders, shall be provided to the participant in the form of a forgivable non-interest bearing deferred payment loan. This loan shall be secured by a lien and promissory note. The note shall be forgiven over a designated period and as long as the dwelling is occupied by the owner. In the event of the owner’s death, a **qualifying\*** immediate family member who has inherited the property may assume the balance of the deferred payment loan. Any un-forgiven balance of the loan during the recapture period shall become due and payable upon the sale, exchange or transfer of the property. If these guidelines are adopted by other entities with whom Gila County is the sub-recipient, then the Grantor entity shall be responsible for securing the lien and promissory note for the deferred payment loan.
- EMERGENCY REPAIR GRANT (ERG) – This is an outright grant (not to exceed \$10,000) to low income residents to address emergency conditions for the purpose of eliminating a threat to life, safety, and/or eliminating an imminent health hazard. See page 16 for this process.

**RECAPTURE PROVISIONS**

<u>Loan Amount</u>	<u>Recapture Period</u>
Under \$15,000	5 years
\$15000 to \$40,000	10 years
Over \$40,000	15 years

At the end of the Recapture period, Gila County Housing Services Program shall contact the title company and the Gila County Recorder’s Office and proceed to process the loan as “Paid in Full”. Copies of all forms from this procedure shall be retained in the case file, as well as, be provided to the homeowner.

*\*qualifying – must meet all State Housing Fund Income Guidelines, and other criteria as applicable.*

## **PROGRAM INCOME**

Should Gila County Housing Services recapture any funding all the funds recaptured will be sent to the Arizona Department of Housing.

In the event that a homeowner decides to refinance their home after rehab work is completed, the Housing Services Department will make the decision as to whether to allow the refinance to take place. A Rate and Term refinance may be allowed, if the purpose is to re-mortgage the first mortgage for a better interest rate and to lower payment amounts and the new financing is at a fixed interest rate. Balloon interest payments or adjustable interest rates are not allowable. Gila County Housing Services may re-subordinate in these cases. The Housing Services Department will not allow or re-subordinate for refinancing to cash out on equity or to open a line-of-credit, in these situations recapture of outstanding deferred payments will be implemented.

## **DEFERRAL CONDITIONS**

The decision to defer work in a dwelling is difficult, but necessary in some cases. If a decision to defer has been made, work must be postponed until the problems can be resolved and/or alternative sources of help are found.

Deferral conditions may include:

- The client is uncooperative, abusive, or threatening to the crew, sub-contractors, auditors, inspectors, or others who must work on or visit the home.
- There is an animal(s) on the property that poses a health and safety threat to the crew or sub-contractors (ie: a vicious dog, excessive animal excrement inside the dwelling)
- The cleanliness or orderliness of the dwelling poses a health and/or safety problem.
- In the judgment of the Housing Services staff, any condition exists which may endanger the health and/or safety of the crew or sub-contractor, the work should not proceed until the condition is corrected.

## **SELF-HELP OR SWEAT EQUITY**

The Housing Services Department does not operate a self-help or sweat equity program. Gila County will not allow the homeowner to perform any scope of the work. The intent of this restriction is to avoid any question or misinterpretation of warranty items and workmanship warranty in future "call back" notices. The Contractor is made responsible for any damages, theft or materials, etc. at the house until the house is completed. Therefore, any labor provided by other than those for which the contractor is responsible is not allowed. There may be some exceptions but only related to general property improvements, i.e. landscaping. These exceptions must be approved by the Housing Services Manager.

## **THE REHABILITATION STANDARD AND SPECIFICATIONS**

All housing rehabilitation projects will meet State Rehabilitation Standards (Attachment 3) or local code. In addition Gila County has adopted the Uniform Building Code (UBC) (1991), National Electric Code (NEC)(1990), Uniform Mechanical Code (UMC)(1991), Uniform Plumbing Code (UPC)(1991), Uniform Conservation Code (UCC)(1991), as well as, the Uniform

Housing Code (UHC)(1991). The County uses standard specifications, which are tailored to each specific project.

When projects are located within incorporated areas the Housing Services Staff will implement the appropriate city or town code. If no code has been adopted, staff will utilize the County's code and ordinances as applicable.

In addition, energy conservation measures and abatement of hazardous materials (i.e. lead based paint) as prescribed by HUD including and not limited to State adopted HUD Lead-Based Paint Regulations are also included in the scope of work.

General property improvements are also included to upgrade the physical appearance of the home and the neighborhood as a whole.  
See Attachment 3 for more detail.

THE FOLLOWING ARE EXAMPLES OF WORK THAT CANNOT BE CONSIDERED PART OF REHABILITATION:

1. Items that exceed the quality of products as specified, i.e. upgraded carpet/tile
2. Luxury items not considered a necessity, i.e. fireplaces, swimming pools, cable TV connection, etc.
3. Additions for family rooms, recreation rooms, etc. (bedroom additions will be considered based on family structure and over-crowding in existing house).

#### **TEMPORARY RELOCATION**

Temporary housing will be used if necessary to house families whose house is under construction through the rehab program. Funding will be utilized from a variety of programs operated by the Gila County Division of Health and Community Services.

#### **REPLACEMENT REHABILITATION**

Replacement is only allowed under the Rehabilitation Program.

1. Staff will make cost estimates for each dwelling. If the unit is a manufactured home and the cost estimate of the necessary repairs exceeds the budgeted amount and if the repairs that can be made would still not bring the unit "up to code", the decision can be made to replace the unit with a used manufactured home, providing the cost of transport, hookup and after-rehab value is within the allowable cost of the program.
  - a. The replacement manufactured/modular home will be competitively procured through the solicitation of three written quotes, in accordance with Gila County Purchasing Department Policy. If the homeowner refuses to accept the unit selected by Gila County during the first round of the selection process, the homeowner will be allowed a second chance to select a unit. Gila County will again attempt to competitively procure a unit for the homeowner. If the homeowner refuses to accept the unit selected by Gila County during the second round of the selection process, the homeowner's application will be cancelled. The homeowner will be notified in writing of this cancellation and they will have ten (10) days from the date of the cancellation letter to request an Administrative Review/Informal Hearing on the decision to cancel the application. In the Administrative

Review/Informal Hearing, the homeowner must prove “just cause” as to the reason for not selecting a unit.

- b. On used mobile home replacements, all appliances, utilities and fixtures will be in good working order. However, homeowner understands that if this is not a new mobile home, homeowner accepts it “as is”. All appliances and fixtures will be replaced with new, if enough funding is left in their grant.
  
- d. Staff will first try to replace mobiles with new factory built ones, as costs allow.

### **LEAD BASED PAINT HUD REGULATIONS**

In order to comply and implement lead-based paint requirements, the Housing Services Department shall use as guidance the OHD Housing Bulletin #1 issued by the GOHD on December, 2001 (Attachment 6 under Section A). The program shall specifically adhere to the evaluation, disclosure, work requirements, and clearance procedures contained in this Bulletin. Any interim control or abatement procedures of lead-based paint hazards as prescribed by HUD requirements shall be included in the scope of work. The Housing Services Department shall also attempt to obtain lead-based paint general liability insurance for lead-based paint hazards and encourage contractors to secure lead-based paint hazard liability insurance.

Staff will provide the homeowner with the EPA/HUD Pamphlet “Protect Your Family from Lead in Your Home”. Staff shall also provide the homeowner with the Lead Based Paint Notification for the homeowner’s review and signature. Staff shall specifically review the notification form with the homeowner and make every effort to ensure the homeowner is aware of the hazards and ways to avoid lead based paint poisoning. The executed notification is retained in the homeowner/client’s file and a copy is provided to the client. If lead based paint hazards are identified by risk assessment and treated the participant shall be provided with the following notices: Notice of Evaluation and Notice of Lead Hazard Reduction. All brochures are available in alternate format for non-English Spanish speaking persons.

### **MARKETING TO GENERAL PUBLIC/POSSIBLE APPLICANTS**

Gila County makes every effort to promote awareness to the general public by presenting its program to local groups, such as the Chamber of Commerce, the Lions Club, the Rotary Club, Inter-Agency Networks, and any other group that expresses interest. Public Service announcements and press releases are also sent to local radio, television and newspapers to market our program.

The Housing Services Program makes every possible effort to inform and promote program awareness to every segment of the community. Informational materials are distributed across the county and are freely available through various county departments. Although, “word of mouth” is the best and foremost method of communication in our community, the Housing Services Program also advertises in the local newspapers within the county.

The Housing Services Program has also developed a network for referrals from:

1. Gila County Health Department, Public Health Nursing, Public Environmental Health Dept., Public Gila County Public Fiduciary’s Office, Gila County Community Development Office, Gila County Section 8 Housing Program, Workforce Investment Department, Gila County Community Action Program.

2. Gila County Community Development Office advising of dangerous or condemned buildings.
3. Gila County Community Development Office or Gila County Health Department advising of a broken sewer, leaky roof, etc. during their inspections.
4. Various social services agencies (Gila Aging, Child Protective Services, Vocational Rehabilitation Program, etc.) advising of health and safety issues.

All promotional materials and other marketing tasks are done by the Housing Services Program staff on an ongoing basis.

### **MARKETING TO CONTRACTORS**

The Housing Services Department follows the procedures for procurement and contracting as directed in the handbook distributed by the Department of Housing. This handbook and any updating information/additions to the same are kept by the Divisional Program Manager and are available for reviewed and reference by any interested person(s).

It is standard procedure to advertise for rehabilitation bids in the local newspapers (AZ Silver Belt, Payson Round-Up, etc.) which is distributed throughout Gila County. The Housing Services Department also keeps a list of qualified contractors, who are notified by mail, telephone or by fax of any jobs that may be out to bid.

Bids will be solicited from only those contractors who have successfully completed Building Pressures Institute (BPI) training and are currently certified as such.

Every effort is made to obtain a minimum of three (3) bids for each house.

The Administrative Assistant shall retain the files on licensed, insured, bonded and otherwise qualified (not disbarred) contractors who are notified in writing of any bid invitation. Contractors will be encouraged to secure lead based hazard liability insurance as the Housing Services Program will grant preference to those with this type of insurance.

### **STAFFING AND ADMINISTRATIVE STRUCTURE**

The Gila County Housing Services Department currently consists of approximately 5 staff with additional services provided by the county departments listed under the heading of the Division of Health and Community Services on an as needed basis (Attachment 2). The Housing Services Department is administered and staffed as follows:

Division of Health and Community Services Director  
 Division of Health and Community Services Deputy Director  
 Division of Health and Community Services Divisional Program Manager  
 Division of Health and Community Services Divisional Fiscal Manager  
 Division of Health and Community Services Housing Services Manager  
 Division of Health and Community Services Administrative Clerk, Specialist  
 Division of Health and Community Services Weatherization/Rehabilitation Technician  
 Division of Health and Community Services Administrative Assistant

The Director provides oversight of the program. The Divisional Program Manager works closely with the Deputy Director providing program oversight and supervision of the staff. The

Adopted 4.22/05      Revised 10.15/08

Divisional Fiscal Manager will assist the Divisional Program Manager and Deputy Director in monitoring the expenditure of funds for each project and preparing the necessary financial reports.

The Divisional Program Manager and Housing Services Manager are responsible for writing all grant applications for submission to the funding agency(ies).

The Administrative Clerk Specialist will assist the Housing Services Manager with writing/revisions to the program guidelines, compliance issues, and periodical monitoring of the administration of the program(s).

The Housing Services Manager is responsible for the implementation of the program, expenditure of funds and compliance with the program rules and regulations. The Housing Services Manager secondary tasks are those related directly to rehabilitation services and working on a one to one basis with the applicants from identification to completion of the project.

The Housing Services Assistant is responsible for intake, contacting licensed, minority and women owned businesses to request their participation in the Housing Services programs, qualifying the applicant, maintenance of waiting lists, correspondence between department and homeowner, monitoring and data entry of each project. Also assists the Divisional Fiscal Manager with financial management and contract closeouts, and assists the Weatherization/Rehabilitation Technician with program eligibility

The Weatherization/Rehabilitation Technician is responsible for all necessary disclosures, preliminary and subsequent inspection of the subject property, preparation of the plans and/or specifications for bidding, cost estimating, and final close-out of the project. During construction, the Weatherization/Rehabilitation Technician and Technician conduct periodic inspections of the work, interfaces with the homeowner and contractor to ensure quality work, approves change orders for referral to the homeowner and participates in the final walk through. Maintenance, energy conservation, and homeowner responsibility/neighborhood revitalization counseling will be provided to each participant by any member of the Housing Services Department.

Training for the Housing Services Program staff is provided by Gila County and by attending workshops training sessions paid for with grant monies. In addition to the Housing Services Department staff, we will utilize the Gila County Planning/Zoning, Community Development, and Engineering Departments for appropriate technical assistance to the program.

### **PRE-SCREENING PROCESS**

The prospective applicant will complete a pre-screening form to determine the individual's preliminary eligibility, specifically:

- a. Applicant presently owns the property
- b. Location of the home is within the county boundaries
- c. Preliminary (self declared) income information
- d. Determination if Property Taxes and Insurances are current on the property
- e. Household size and composition

Determination of eligibility to be placed on a waiting list is performed at the pre-screening process and the individual is notified in writing within ten (10) working days of this determination.

If the individual is found eligible, the individual is placed on a waiting list. Recertification for continuation on the waiting list is performed every six months. When the individual reaches the top of the waiting list Housing Services staff, with the help of the prospective participant, will complete the application to ensure the information accurately reflects the prospective participant's present situation.

### **APPLICATION PROCESS**

Housing Services staff will verify all income via mailed correspondence from the participant's employer, Social Security Administration, Veteran's Administration, previously filed income tax returns, check stubs, etc. During rehab, income verification shall be valid for a period of six (6) months, after which it must be recertified if the project has not been completed. All information obtained through this process shall be kept in locked files to ensure confidentiality.

The following definitions aid staff in the application process:

- Income - All wages, financial assistance from Social Security, Veteran's Administration, Department of Economic Security, Temporary Assistance to Needy Families, Unemployment Insurance, Alimony, Child Support, and income from any other source by any member of the household.
- Family/Household – All persons occupying the home, including permanent extended family, i.e., elderly parents, single children with children of their own. In the case of more than one family per unit, every effort is made to provide the non-owner with housing assistance through another program to decrease over-crowding.

Prior to the formal application being approved, two eligibility determinations/certifications are made:

- 1). Family – based on income and home ownership (if on waiting list more than 6 months must be recertified.)
- 2). Property – feasible for rehabilitation

Priority will be given to elderly, disabled and families with children whose incomes fall at or below 50% to 80% of Gila County Median Income limits. An exception to this rule would be if an emergency situation<sup>1</sup> is found in the home, and if so determined, this individual would be expedited on an emergency basis.

Upon the approval of the application, income eligibility requirements, home ownership, and proof of insurance, the participant will be notified within fifteen (15) working days of the eligibility determination.

In the application process staff will review each case with the Housing Services Manager. The Weatherization/Rehabilitation Technician and/or Housing Services Manager is responsible for approval or disapproval of each application. Housing Services staff will then inform the applicant of the type and extent of assistance being offered and advise the applicant of the

estimated time line for the sequence of events that will be necessary in the repair/rehabilitation process.

A title search will be conducted by the staff to determine that there are no liens or taxes owed against the property. Should liens and/or arrearages exist, Housing Services staff will meet with the homeowner to attempt to resolve the situation. The Administrative Assistant will verify ownership by obtaining a copy of the deed or title and a tax valuation from the Gila County Assessor's Office. The participant shall provide the Administrative Assistant with verification of total loss coverage insurance on the home. Eligibility determination will not be made nor will the repairs/rehabilitation of the property be commenced until all information/verifications are received.

If the potential participant has a 504/ADA issue or is non-English speaking, staff provides the necessary assistance through the entire process.

The Housing Service Program Manager shall review and authorize each application prior to the project commencing.

Upon acceptance into program, certified staff will schedule an initial property inspection and will conduct a visual assessment to identify lead hazards and determine the Scope of Work. The homeowner is also informed that all contracts are strictly between the owner and contractor. The Weatherization/Rehabilitation Technician and/or Weatherization Technician will monitor the progress, inspect for proper performance and sign off along with the homeowner after both are satisfied with the completed project.

Copies of all forms that are pertinent to the project will be provided to each homeowner at their request.

#### **WORK WRITE-UP**

Work Write-Up Forms are prepared by the Weatherization/Rehabilitation Technician who is experienced in construction and is required to keep abreast of the latest code requirements, construction methods and materials, and particularly, preservation of a designated historical building. It is important in our program to preserve the architectural features of a particular era. In a case where code and preservation conflict, the work shall be done to code, but every effort will be made to provide the "look" of a particular feature, structural or nonstructural. A change order will be prepared, if necessary, and it will bear approval from the homeowner, Weatherization/Rehabilitation Technician, contractor and Housing Services Manager.

The Housing Services Manager is responsible for reviewing the accuracy of the work write-up and the homeowner will approve final work write-up. The work write-up will call for items that meet code as per the Rehabilitation Standards, but will specify brands, sizes, location, etc. The work write-up may be accompanied by a set of plans complete with construction details. The plans will identify all areas of the house and approximate dimensions, door and window location, etc. The work write-up can be specifically cross-referenced.

Only FHA approved improvements are eligible under this program. A Property Inspection Checklist is utilized to assist with ensuring homes meet State Rehabilitation Standards and are safe, sanitary, decent and energy efficient.

The Weatherization/Rehabilitation Technician and staff utilize a computerized specification writing program when preparing the specifications for each project. Sample building specifications are included as Attachment 4, which is a copy of the standardized rehabilitation specifications generated by the Respec program when developing the work write-up for each project. Staff also has the ability to create additional specifications tailored to each project.

### **COST ESTIMATES**

The Weatherization/Rehabilitation Technician is responsible for the preparation of a cost estimate for each job. In addition to the experience and training previously mentioned under the work write-up, the Weatherization/Rehabilitation Technician must keep abreast of the economic conditions in our area with respect to the construction trades, including, but not limited to:

- a. Availability of qualified contractors with emphasis on disabled, women, and minority business enterprises;
- b. Availability/cost of materials;
- c. Present labor costs.

The Weatherization/Rehabilitation Technician will prepare a cost estimate of each individual dwelling based on the technical specifications as determined in the work write-up. The cost estimate will include all costs for materials and labor, as well as, costs for overhead and profit. In order to stretch the rehabilitation dollars, the county and incorporated areas may waive permit fees on all projects.

### **PRE-CONSTRUCTION CONFERENCE**

A Pre-Construction Conference is held on the property site prior to bidding. The Pre-Construction Conference assists in minimizing any misunderstandings with the staff, contractors and homeowners regarding work to be accomplished during the project.

Gila County will only utilize Contractors who have successfully completed a contractor eligibility package. This package includes verification of licensing, insurances, and that contractor is in good standing with the Arizona Registrar of Contractors. Any Contractor that does not complete the process, or has otherwise been deemed ineligible, will not be able to participate in the program.

### **BID AWARDS**

A. **Bid Award:** Bids are awarded by homeowner, however, housing staff will recommend the award be made to the lowest qualified bidder. The Housing Services Manager reserves the right to reject any and/or all bids for reasons including but not limited to the following:

1. The Contractor is not licensed or has had his license suspended or has been disbarred from projects involving certain funding sources (i.e. HUD)
2. The Contractor is not able to proceed with the project in a timely manner due to other commitments.
3. The bid submitted is more than 15% below the Cost Estimate and, in the Housing Rehab Specialist's judgment, the Contractor will not be able to complete the project as specified for the bid price.

4. The Contractor has failed to complete past projects in a timely or workman like manner or has failed to respond appropriately to request for warranty service.
5. The Contractor has failed to provide lien waivers as required or has had mechanic's liens filed by suppliers or subcontractors on past projects.
6. Bidding forms are improperly filled out or incomplete.
7. All bids submitted are more than 15% above the Cost Estimate.

B. Owner Bid Rejection: The Owner may reject any or all bids without cause subject to the following provisions:

1. The Owner may choose to reject the lowest qualified bid recommended by the Housing Services Manager and select a Contractor other than the lowest bidder if the Owner is willing to provide from his own funds and amount equal to the difference between the low bid and the selected bid.
2. The Owner may reject all bids at any time up to three working days after the contract is closed.

C. Delays in Awarding Contract: Generally the contract will be closed and work will begin within thirty days of the date of bid submission. If thirty days have passed since the submittal of bids and no contract has been signed, the Contractor has the option of:

1. Honoring the original bid.
2. Withdrawing his bid.

If the Contractor chooses to withdraw his bid, the project will be offered to the next qualified low bid or a new bid process will begin. The Housing Services Manager reserves the right, with the owner's concurrence, to negotiate any bid.

#### **AGREEMENTS, CONTRACTS, AND OTHER DOCUMENTS**

Each file contains a checklist noting all documents and verifications (such as check stubs, bank statements, property tax statement, title report insurance, etc) required for the housing rehabilitation program. This checklist will reflect the type of documents included in each file and will note those that do not apply as "N/A".

#### **PROPERTY INSPECTIONS**

Property inspections will be performed by a qualified Building Inspector to ensure all work complies with the applicable building codes.

In addition, Housing Services Staff will conduct frequent inspections to monitor progress, identify problems that may occur, initiate change orders that may arise, ensure compliance with State Rehabilitation Standards requirements and non-code items. Staff is certified in the State Rehabilitation Standards inspections, energy audits and in general code requirements. Training in this area is provided with Gila County and/or grant funds.

#### **CHANGE ORDERS**

A Change Order may be requested by the contractor due to circumstances which were unforeseen and not included in the original Work Write-Up. An example would be a safety or code violation that could not be determined until the actual work began. The homeowner must be informed of Change Orders and agree to these changes in writing. The contractor must have written approval

from the Housing Services Manager and or Weatherization/Rehabilitation Technician before undertaking any Change Order work, for any reason. Change Orders must be in writing and documented in the client file. If the Change Order is costly the project may be adjusted as not to exceed the projects budget.

### **PAYMENT AND WARRANTIES**

Payments for services are not approved until all aspects of the repairs/rehabilitation have been performed to the satisfaction of the contract terms, homeowner, and final inspection by the Housing Services Manager, Weatherization/Rehabilitation Technician. In certain cases, progress payments are allowed on large contract amounts.

Warranty information is provided to the homeowner at the time the project is completed. The homeowner must sign the Warranty Documentation Notice to verify receipt of the documents. The Administrative Assistant will also maintain copies of warranties in the client file.

### **REPORTING, CASEMANAGEMENT AND TRACKING**

The Housing Services Program Manager and Divisional Fiscal Manager are responsible for reporting procedures. The Weatherization Technician and the Administrative Assistant are responsible for maintenance of all case files, and the Housing Services Program staff maintains a real time progress chart detailing the progress on each dwelling under construction. The Weatherization/Rehabilitation Technician and Administrative Assistant prepare monthly progress reports to the Housing Services Manager and the Divisional Fiscal Manager. The Divisional Fiscal Manager is responsible for all financial and performance reports to the Arizona Department of Housing including, but not limited to family and contractor profiles (minority, handicapped, ethnicity, etc.). The Administrative Assistant will enter all project completions into a database for the purpose of tracking all current and previous participants in the program.

### **HOUSING MAINTENANCE COUNSELING**

During the construction phase of the project, counseling will be provided on good neighbor policies; maintenance of property and appliances, keeping landscaping neat, not allowing garbage to pile up, changing appliance filters and pads. After construction is completed Housing Services staff will provide energy conservation education including applications for local utility discount programs, as well as, other topics as necessary to enhance homeowner's understanding of their role in the community.

### **ENERGY EFFICIENCY GUIDELINES**

Staff will monitor and test for compliance with energy efficiency measures as per the bid specifications. Bid specifications may be written to include energy efficiency measures as applicable to each home and the homeowner as applicable to conditions present in each home. Energy efficiency measures will be determined by Energy Star Qualified Homes Codes and Standards Information (Attachment 5) be a factor in energy efficiency measures installed in the home. These energy efficiency measures that may be installed in the homes are as follows:

- Photo Voltaic 5KW Panel
- Water saving devices

- Low VOC Paint
- Solar hot water heater
- Spray foam on roof deck
- Metal roofing – in light or white color
- Vinyl windows w/low E rating
- Foam insulation and stucco exterior
- 16 SEER or higher Heating, Ventilation, Air Conditioning units
- Compact fluorescent or LED lights installed in fixtures throughout the home
- Seal and insulate duct systems
- High efficiency HVAC System

#### **AFTER REHABILITATION ASSESSED VALUE**

Staff will obtain a pre-rehabilitation assessment from the Gila County Assessor's Office and at the completion of the rehabilitation project will add the total project costs to the assessed value of the home to determine the after rehabilitation assessed value of the home. This will be documented on the Project Completion Form. The assessed value of the home plus the rehabilitation assistance will not exceed maximum per state unit investment amounts for Gila County.

#### **GRIEVANCE/PROTEST PROCEDURE**

##### Client Grievance Procedure:

Clients can be denied services if they do not meet the eligibility requirements of the Housing Services Department. The following procedures will be followed in order to resolve disputes that may arise in the Housing Rehabilitation Program.

- All participants will be provided a copy of the complaint procedures and will be required to provide a signature to document receipt of the articles.
- Complaints arising from disputes regarding the Housing Services Department will first be verbally or in writing addressed to the Housing Services Manager. Complaints shall be brought to the attention of the Housing Services Manager within 10 days after the client becomes aware of the problem.
- The Housing Services Manager will attempt to resolve the dispute within 5 working days after receipt of the initial complaint.
- If the issue is not resolved within 5 working days with the Housing Services Manager, the participant may refer his/her complaint in writing to the Director of the Division of Health and Community Services at 5515 S. Apache Ave., Globe, Arizona 85501.
- The Director or the Director's designee will be responsible for review and response to the written complaint within 10 working days of receipt.
- Participants who wish to appeal the Director's decision will have 10 working days from receipt of the written decision to notify the Division of Health and

Community Services of his/her intention to appeal the decision to the Board of Supervisors.

- All complaints submitted to final appeal shall be addressed to the Chairman of the Gila County Board of Supervisors, 1400 E. Ash Street, Globe, Arizona 85501.
- The Board of Supervisors will have 15 working days from receipt of the complaint to render a final decision.

This grievance procedure has been approved by the Arizona Department of Housing. Each participant is given a copy of the grievance procedure with a copy being maintained in the case file in the Office of Community Services/Housing Services Department.

Contractor Grievance Procedure:

Bid protests shall be submitted in writing to: Gila County Housing Services Department, 5515 S. Apache Ave., Suite 200, Globe, AZ 85501 within ten (10) days of bid award notification.

Protests must contain at a minimum the name, address and telephone number of the protester, the signature of the protestor or its representative and evidence of authority to sign; a detailed statement of the legal and factual grounds of the protest including copies of relevant data; and the form of relief requested. Within *three (3) business days* of receipt, and after consultation with legal counsel, the Housing Services Manager will respond to the protest. The Gila County Housing Services Department reserves the right to reject any or all bids; to waive irregularities of information in any bid; and/or to take any steps determined prudent in order to resolve the protest.

All contractors involved in the bidding process are provided with notice of the protest procedures, which are set forth in the Contractor Protest Procedure Form and in the Bid Award Notification Letter. In the event of a disagreement between the homeowner and contractor, homeowner and Gila County, applicant and Gila County, and/or Contractor and Gila County, to name a few, the Grievance Procedure or Protest Procedure, whichever is applicable, shall be followed. All complaint/protest documentation will be hand delivered or sent by registered mail.

**CONFLICT OF INTEREST**

If a person is:

An employee, agent, consultant, officer, elected officer or appointed official of the Gila County Division of Health and Community Services/Housing Services Department who has CDBG, SHF or HOME related responsibilities or access to inside information may not obtain a financial benefit or interest from any housing rehabilitation activity for themselves or those with whom they have family or business ties during their tenure.

**EMERGENCY REPAIR GRANT GUIDELINES**

**PURPOSE**

The Emergency Repair Program is designed to assist low income households with minor emergency repairs to their home. This program is available to qualified low income homeowners located within Gila County. The maximum grant amount is \$10,000.

Adopted 4/22/05      Revised 10/15/08

## **ELIGIBLE COSTS**

In order to qualify for an emergency repair grant, the property must be suitable for emergency repairs under the time and funding constraints of the program. If all funding assistance is not sufficient to repair the unit to a minimum standard, the application will be denied. An emergency situation (in need of immediate correction of a code violation(s), which constitutes: (a) a serious and urgent, life threatening hazard that comes about suddenly and unexpectedly; and/or (b) an incipient health and safety hazard (i.e., a code violation that, if not repaired, will cause serious structural damage to the property) must also be present in the home at the time of application for services.

## **TYPES OF REPAIRS**

Any repairs necessary to provide the household members with safe and sanitary living conditions are considered an emergency. Examples are:

1. Plumbing – overflowing of toilets, defective hot water heater, blockage in sewer line, and defective heating systems.
2. Electrical – shortage in electrical wiring, switches, exposed wires, etc.
3. Miscellaneous – leaky roofs or defective entrance doors with improper locking devices, etc.

## **PROCEDURES**

1. The prospective applicant with the assistance of the Housing Services Administrative Assistant will complete a pre-screening form to determine the individual's preliminary eligibility, specifically:
  - a. Individual presently owns and occupies the property;
  - b. Location of the home is within Gila County boundaries; and
  - c. Preliminary income information.
  - d. Property Taxes and Insurance are paid and up-to-date on the property.
  - e. Household size and composition.
  - f. Determine if an urgent and serious emergency situation exists (in the event of an emergency situation, Step 2 will be eliminated and Steps 3 and 4 will be expedited)
  - g. Home is being occupied as a primary residence for at least 12 months prior to assistance.
  - h. If the home is on the market for sale, it will not be eligible for assistance.
2. Determination of eligibility to be placed on a waiting list is performed at the pre-screening process and the individual is notified in writing within ten (10) working days of this determination.
3. A member of the Housing Services Staff will inspect the property to verify emergency.
4. The homeowner will be required to submit an application for services (following steps defined on page 9 of the housing rehabilitation guidelines).

5. Housing Services Staff shall contact a local licensed contractor to get estimates on the repair(s). The repair(s) will be approved by the staff and then will be performed within either: 1) a one to three day period of the initial application for services; or 2) as immediately as possible to alleviate the emergency situation, the repairs performed *shall* be the minimum necessary to alleviate the emergency and further repairs to the home *may* be placed on hold until such time that the Housing Services staff can schedule the completions.
6. Housing Services Staff will conduct an inspection on the work completed. Counseling and education on the maintenance and care of the home, appliances, property, as well as, energy efficiency/savings will be provided before, during and after the work is completed. The homeowner will be asked to complete a Final Inspection Form prior to the final contractor payment being issued.
7. The Administrative Assistant will enter all project completions into a database for the purpose of tracking all current and previous participants in the program.

#### **DEFERRAL CONDITIONS**

The decision to defer work in a dwelling is difficult, but necessary in some cases. If a decision to defer has been made, work must be postponed until the problems can be resolved and/or alternative sources of help are found.

Deferral conditions may include:

- The client has known health conditions that prohibit the installation of materials.
- The building or structure or its mechanical systems, including electrical and plumbing, are in such a state of disrepair that failure is imminent and the conditions cannot be resolved cost-effectively.
- The client is uncooperative, abusive, or threatening to the crew, sub-contractors, auditors, inspectors, or others who must work on or visit the home.
- There is an animal(s) on the property that poses a health and safety threat to the crew or sub-contractors (ie: a vicious dog, excessive animal excrement inside the dwelling)
- The cleanliness or orderliness of the dwelling poses a health and/or safety problem.
- In the judgment of the Housing Services Program Staff, any condition exists which may endanger the health and/or safety of the crew or sub-contractor, the work should not proceed until the condition is corrected.

#### **SELF HELP/SWEAT EQUITY**

The Housing Services Department does not allow the homeowner to perform any scope of the work. The intent of this restriction is to avoid any question or misinterpretation of warranty items and workmanship warranty in future "call back" notices. The Contractor is made responsible for any damages, theft or materials, etc. at the house until the house is completed. Therefore, any labor provided by other than those for which the contractor is responsible is not allowed. There may be some exceptions but only related to general property improvements, i.e. landscaping. These exceptions must be approved by the Housing Services Manager.

### **AFTER EMERGENCY REPAIR ASSESSED VALUE**

Upon approval of the applicant, staff will obtain an assessment from the Gila County Assessor's Office and at the completion of the project will add the total projects costs to the assessed value of the home to determine the after emergency repair assessed value of the home. This will be documented on the Project Completion Form. The assessed value of the home plus the emergency repair assistance will not exceed maximum per state unit investment amounts for Gila County.

A copy of all forms utilized with the Emergency Repair Program can be found in Attachment 8.

### **AGREEMENTS, CONTRACTS, AND OTHER DOCUMENTS**

Each file contains a checklist noting all documents and verifications (such as check stubs, bank statements, property tax statement, title report insurance, etc) required for the emergency repair program. This checklist will reflect the type of documents included in each file and will note those that do not apply as "N/A".

### **GRIEVANCE/PROTEST PROCEDURE**

#### **Client Grievance Procedure:**

Clients can be denied services if they do not meet the eligibility requirements of the Housing Services Department. The following procedures will be followed in order to resolve disputes that may arise in the Emergency Repair Program.

- All participants will be provided a copy of the complaint procedures and will be required to provide a signature to document receipt of the articles.
- Complaints arising from disputes regarding the Housing Services Department will first be verbally or in writing addressed to the Housing Services Manager. Complaints shall be brought to the attention of the Housing Services Manager within 10 days after the client becomes aware of the problem.
- The Housing Services Manager will attempt to resolve the dispute within 5 working days after receipt of the initial complaint.
- If the issue is not resolved within 5 working days with the Housing Services Manager, the participant may refer his/her complaint in writing to the Director of the Division of Health and Community Services at 5515 S. Apache Ave., Globe, Arizona 85501.
- The Director or the Director's designee will be responsible for review and response to the written complaint within 10 working days of receipt.
- Participants who wish to appeal the Director's decision will have 10 working days from receipt of the written decision to notify the Division of Health and

Community Services of his/her intention to appeal the decision to the Board of Supervisors.

- All complaints submitted to final appeal shall be addressed to the Chairman of the Gila County Board of Supervisors, 1400 E. Ash Street, Globe, Arizona 85501.
- The Board of Supervisors will have 15 working days from receipt of the complaint to render a final decision.

This grievance procedure has been approved by the Arizona Department of Housing. Each participant is given a copy of the grievance procedure with a copy being maintained in the case file in the Office of Community Services/Housing Services Department.

Contractor Grievance Procedure:

Bid protests shall be submitted in writing to: Gila County Housing Services Department, 5515 S. Apache Ave., Suite 200, Globe, AZ 85501 within ten (10) days of bid award notification. Protests must contain at a minimum the name, address and telephone number of the protester, the signature of the protestor or its representative and evidence of authority to sign; a detailed statement of the legal and factual grounds of the protest including copies of relevant data; and the form of relief requested. Within *three (3) business days* of receipt, and after consultation with legal counsel, the Housing Services Manager will respond to the protest. The Gila County Housing Services Department reserves the right to reject any or all bids; to waive irregularities of information in any bid; and/or to take any steps determined prudent in order to resolve the protest.

All contractors involved in the bidding process are provided with notice of the protest procedures, which are set forth in the Contractor Protest Procedure Form and in the Bid Award Notification Letter. In the event of a disagreement between the homeowner and contractor, homeowner and Gila County, applicant and Gila County, and/or Contractor and Gila County, to name a few, the Grievance Procedure or Protest Procedure, whichever is applicable, shall be followed. All complaint/protest documentation will be hand delivered or sent by registered mail.

**CONFLICT OF INTEREST**

If a person is:

An employee, agent, consultant, officer, elected officer or appointed official of the Gila County Division of Health and Community Services who has CDBG, SHF or HOME related responsibilities or access to inside information may not obtain a financial benefit or interest from any housing rehabilitation activity for themselves or those with whom they have family or business ties during their tenure.

**MINOR HOME REPAIR PROGRAM GUIDELINES**

**PURPOSE**

Minor Home Repair Program is designed to assist persons aged 60 or over or those under age 60 with a disability with minor home repairs to their home. This program is available to qualified residents living in Gila County. This program is designed to help those who do not have the resources to perform or pay for the repairs themselves.

### **ELIGIBLE COSTS**

In order to qualify for the program, the property must be suitable for repairs under the time and funding constraints of the program. Persons whose income level is at or below poverty level will be given priority over those whose incomes are higher than poverty level. The maximum amount of each grant is \$1,500.00.

### **TYPES OF REPAIRS**

The type of repairs ~~Made~~ ~~The made~~ will provide for the safety and/or structural repairs to the home. The repairs must be made to increase or maintain the independence of eligible individuals and to increase the individual's mobility, safety, and access to and around the home. Repairs done to the home may include, but are not limited to:

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- Building of ramps
- Cooler and heater repair/maintenance
- Evaporative Cooler Tune-up Program
- Widening of doorways
- Installation of grab bars
- Screen repair
- Installation of safety mats
- Window repair
- Minor roof repair
- Door repair
- Floor repair

The majority of the funding for this program will be utilized for the Low Income Evaporative Cooler Tune-up Program. The evaporative cooler tune-up program will be bid out to local licensed heating/cooling contractors. The contractor who bids the lowest per cooler price will be awarded the contract and an agreement will be entered into for the evaporative cooler tune-up portion of this program.

### **PROCEDURES**

1. The prospective applicant with the assistance of the Housing Services Administrative Assistant will complete an application by one of several methods. The methods are telephonic, in person, via home visit (for homebound only), and through a downloaded application via the internet.
2. Determination of eligibility is performed at the time of the application.
3. The application is reviewed by the Housing Services staff to determine the best method of resolving the repair.

4. Housing Services Staff shall contact a local licensed contractor to get estimates on the repair(s).
5. The repair(s) will be approved by the staff and then will be performed within either: 1) a one to three day period of the initial application for services; or 2) as immediately as possible to alleviate the emergency situation, the repairs performed *shall* be the minimum necessary to alleviate the emergency and to receive additional repairs to the home *may* be placed on a waiting list for other funding sources.
6. Housing Services Staff will conduct an inspection on the work completed. Counseling and education on the maintenance and care of the home, appliances, property, as well as, energy efficiency/savings will be provided before, during and after the work is completed. The homeowner will be asked to complete a Follow-up Form prior to the final contractor payment being issued.
7. The Administrative Assistant will enter all project completions into a database for the purpose of tracking all current and previous participants in the program.

#### **SELF HELP/SWEAT EQUITY**

The Housing Services Department does not allow the homeowner to perform any scope of the work. The intent of this restriction is to avoid any question or misinterpretation of warranty items and workmanship warranty in future "call back" notices. The Contractor is made responsible for any damages, theft or materials, etc. at the house until the house is completed. Therefore, any labor provided by other than those for which the contractor is responsible is not allowed. There may be some exceptions but only related to general property improvements, i.e. landscaping. These exceptions must be approved by the Housing Services Manager.

#### **GRIEVANCE/PROTEST PROCEDURE**

##### Client Grievance Procedure:

Clients can be denied services if they do not meet the eligibility requirements of the Housing Services Department. The following procedures will be followed in order to resolve disputes that may arise in the Minor Home Repair Program.

- All participants will be provided a copy of the complaint procedures and will be required to provide a signature to document receipt of the articles.
- Complaints arising from disputes regarding the Housing Services Department will first be verbally or in writing addressed to the Housing Services Manager. Complaints shall be brought to the attention of the Housing Services Manager within 10 days after the client becomes aware of the problem.
- The Housing Services Manager will attempt to resolve the dispute within 5 working days after receipt of the initial complaint.
- If the issue is not resolved within 5 working days with the Housing Services Manager, the participant may refer his/her complaint in writing to the Director of the Division of Health and Community Services at 5515 S. Apache Ave., Globe, Arizona 85501.

- The Director or the Director's designee will be responsible for review and response to the written complaint within 10 working days of receipt.
- Participants who wish to appeal the Director's decision will have 10 working days from receipt of the written decision to notify the Division of Health and Community Services of his/her intention to appeal the decision to the Board of Supervisors.
- All complaints submitted to final appeal shall be addressed to the Chairman of the Gila County Board of Supervisors, 1400 E. Ash Street, Globe, Arizona 85501.
- The Board of Supervisors will have 15 working days from receipt of the complaint to render a final decision.

This grievance procedure has been approved by the Pinal Gila Council for Senior Citizens.

**Contractor Grievance Procedure:**

Bid protests shall be submitted in writing to: Gila County Housing Services Department, 5515 S. Apache Ave., Suite 200, Globe, AZ 85501 within ten (10) days of bid award notification. Protests must contain at a minimum the name, address and telephone number of the protester, the signature of the protestor or its representative and evidence of authority to sign; a detailed statement of the legal and factual grounds of the protest including copies of relevant data; and the form of relief requested. Within *three (3) business days* of receipt, and after consultation with legal counsel, the Housing Services Manager will respond to the protest. The Gila County Housing Services Department reserves the right to reject any or all bids; to waive irregularities of information in any bid; and/or to take any steps determined prudent in order to resolve the protest.

All contractors involved in the bidding process are provided with notice of the protest procedures, which are set forth in the Contractor Protest Procedure Form and in the Bid Award Notification Letter. In the event of a disagreement between the homeowner and contractor, homeowner and Gila County, applicant and Gila County, and/or Contractor and Gila County, to name a few, the Grievance Procedure or Protest Procedure, whichever is applicable, shall be followed. All complaint/protest documentation will be hand delivered or sent by registered mail.

**CONFLICT OF INTEREST**

If a person is:

An employee, agent, consultant, officer, elected officer or appointed official of the Gila County Division of Health and Community Services who has Pinal Gila Council for Senior Citizens funding related responsibilities or access to inside information may not obtain a financial benefit or interest from any housing rehabilitation activity for themselves or those with whom they have family or business ties during their tenure.

**Utility Repair, Replacement and Deposit (URRD) Program  
Guidelines**

(Excerpted from Arizona Department of Economic Security Division of Aging and Community Services Administration Utility Repair Replacement Deposit (URRD) Policy Manual Insert)  
Adopted 4/22/05      Revised 10/15/08

## **PURPOSE**

Utility Repair, Replacement was established by state law to help low income individuals who are in crisis situations with deposits for utility services and to make needed repairs and replacements to utility related appliances or systems.

## **ELIGIBLE COSTS**

In order to qualify for the program the total household income must be at or below 150% of Federal Poverty Guidelines. The person must own the appliance that is being repaired or replaced. The maximum amount of each grant is \$2,000.00.

## **TYPES OF ASSISTANCE**

Assistance ~~Made:~~ The may include, but is not limited to:

- Deposits for Gas/Propane, Electricity, Telephone and Water Services
- Repairs to utility related appliances or systems.
- Replacements of heating or cooling systems, water heaters, space heaters and telephones for owners.

The applicant must be the owner of the appliance or system to be repaired and/or replaced.

### **ELIGIBLE APPLIANCES:**

- Water heater
- Cooking Stove
- Furnaces
- Air Conditioners
- Telephone
- Evaporative Coolers
- Refrigerators (energy efficient only)

### **NOT ELIGIBLE APPLIANCES**

- Televisions
- Radios
- Video Cassette Recorder (VCR)
- Hair Dryers
- Blenders
- Water Softeners
- Cable TV
- Satellite Receivers

**All other appliance repair and/or replacement not listed will require prior approval by the DES/CSA Program Manager or the Program Specialist.**

## **PROCEDURES**

### 1. APPLICATION

The prospective applicant with the assistance of the Housing Services Administrative Assistant will complete an application for services.

### 2. CRITERIA FOR REPAIR/REPLACEMENT

Replacement of utility related appliance shall be limited to when repair costs exceed replacement costs or an appliance is found to be inoperable with repairs. Replacement will only occur when a crisis has been documented.

The client must indicate in writing that repairs or replacements have been made prior to payment to vendor. Contractors should establish procedures to assure this occurs.

### 3. OWNERSHIP AND INSPECTION

Adopted 4/22/05 Revised 10/15/08

Ownership of the appliance or utility system can be ascertained by:

- Client providing a receipt of purchase, or
- Client signs a statement of ownership

Inspection of the needed repair and/or replacement may be completed by a qualified Housing Services staff member.

4. PAYMENTS

Payment for a repair or replacement should be made after the completion of work, inspection and receipt of appropriate documentations, such as an invoice.

5. ELIGIBILITY:

- Income must be at or below 125% of federal poverty guidelines, or 150% if one or more household members is aged 60 or over and/or has a disability.
- Must establish and verify identity,
- Must verify United States Citizenship<sup>1</sup>, or verification of immigrant status<sup>2</sup>
- Must be a resident of Arizona
- Household must be in a crisis situation and meet one of the crisis reasons.
- Applicant must be the owner of the appliance or system to be repaired and/or replaced.

Crisis Reasons:

- A loss or reduction of income or public benefits
- Unexpected emergency expense that caused a lack of resources
- A health or safety related emergency

6. An eligibility determination will be issued. For repair/replacements, the Housing Services Staff will make an assessment of the repairs/replacements and determine what type of assistance is necessary to alleviate the problem.

7. For Utility Payments: a voucher will be issued to the appropriate utility company. The client must take the voucher to the company and arrange for service. The client must provide verification that they have paid the rent prior to receiving assistance with deposits.

For Repair/Replacement: Housing Services Staff shall contact a local licensed contractor to get estimates on the repair(s). The contractor who bids the lowest price will be awarded the bid. In the event that we cannot receive at least 3 bids, the staff member will note it in the file and the job will be awarded to the only bidder.

8. The repair(s) will be approved by the staff and then will be performed within either: 1) a one to three day period of the initial application for services; or 2) as immediately as possible to alleviate the emergency situation, the repairs performed **shall** be the minimum necessary to alleviate the emergency. If further repairs to the home are necessary, the person will be placed on a waiting list for other program funding.

9. Housing Services Staff will conduct an inspection on the work completed. Counseling and education on the maintenance and care of the home, appliances, property, as well as, energy efficiency/savings will be provided before, during and after the work is completed.

10. The Administrative Assistant will enter all project completions into a database for the purpose of tracking all current and previous participants in the program.

11. The file is then given to the Community Action Program Manager to complete a final quality review.

### **DEFERRAL CONDITIONS**

The decision to defer work in a dwelling is difficult, but necessary in some cases. If a decision to defer has been made, work must be postponed until the problems can be resolved and/or alternative sources of help are found.

Deferral conditions may include:

- The client is uncooperative, abusive, or threatening to the crew, sub-contractors, auditors, inspectors, or others who must work on or visit the home.
- There is an animal(s) on the property that poses a health and safety threat to the crew or sub-contractors (ie: a vicious dog, excessive animal excrement inside the dwelling)
- The cleanliness or orderliness of the dwelling poses a health and/or safety problem.
- In the judgment of the Housing Services staff, any condition exists which may endanger the health and/or safety of the crew or sub-contractor, the work should not proceed until the condition is corrected.

### **SELF HELP/SWEAT EQUITY**

The Housing Services Department does not allow the homeowner to perform any scope of the work. The intent of this restriction is to avoid any question or misinterpretation of warranty items and workmanship warranty in future "call back" notices. The Contractor is made responsible for any damages, theft or materials, etc. at the house until the house is completed. Therefore, any labor provided by other than those for which the contractor is responsible is not allowed. There may be some exceptions but only related to general property improvements, i.e. landscaping. These exceptions must be approved by the Housing Services Manager.

### **GRIEVANCE/PROTEST PROCEDURE**

#### **Client Grievance Procedure:**

Clients can be denied services if they do not meet the eligibility requirements of the Housing Services Department. The following procedures will be followed in order to resolve disputes that may arise in the Emergency Repair Program.

- All participants will be provided a copy of the complaint procedures and will be required to provide a signature to document receipt of the articles.
- Complaints arising from disputes regarding the Housing Services Department will first be verbally or in writing addressed to the Housing Services Manager. Complaints shall be brought to the attention of the Housing Services Manager within 10 days after the client becomes aware of the problem.
- The Housing Services Manager will attempt to resolve the dispute within 5 working days after receipt of the initial complaint.
- If the issue is not resolved within 5 working days with the Housing Services Manager, the participant may refer his/her complaint in writing to the Director of the Division of Health and Community Services at 5515 S. Apache Ave., Globe, Arizona 85501.

- The Director or the Director's designee will be responsible for review and response to the written complaint within 10 working days of receipt.
- Participants who wish to appeal the Director's decision will have 10 working days from receipt of the written decision to notify the Division of Health and Community Services of his/her intention to appeal the decision to the Board of Supervisors.
- All complaints submitted to final appeal shall be addressed to the Chairman of the Gila County Board of Supervisors, 1400 E. Ash Street, Globe, Arizona 85501.
- The Board of Supervisors will have 15 working days from receipt of the complaint to render a final decision.

This grievance procedure has been approved by the Arizona Department of Economic Security Division of Aging & Community Services.

Contractor Grievance Procedure:

Bid protests shall be submitted in writing to: Gila County Housing Services Department, 5515 S. Apache Ave., Suite 200, Globe, AZ 85501 within ten (10) days of bid award notification. Protests must contain at a minimum the name, address and telephone number of the protester, the signature of the protestor or its representative and evidence of authority to sign; a detailed statement of the legal and factual grounds of the protest including copies of relevant data; and the form of relief requested. Within *three (3) business days* of receipt, and after consultation with legal counsel, the Housing Services Manager will respond to the protest. The Gila County Housing Services Department reserves the right to reject any or all bids; to waive irregularities of information in any bid; and/or to take any steps determined prudent in order to resolve the protest.

All contractors involved in the bidding process are provided with notice of the protest procedures, which are set forth in the Contractor Protest Procedure Form and in the Bid Award Notification Letter. In the event of a disagreement between the homeowner and contractor, homeowner and Gila County, applicant and Gila County, and/or Contractor and Gila County, to name a few, the Grievance Procedure or Protest Procedure, whichever is applicable, shall be followed. All complaint/protest documentation will be hand delivered or sent by registered mail.

**CONFLICT OF INTEREST**

If a person is:

An employee, agent, consultant, officer, elected officer or appointed official of the Gila County Division of Health and Community Services who has URRD related responsibilities or access to inside information may not obtain a financial benefit or interest from any housing rehabilitation activity for themselves or those with whom they have family or business ties during their tenure.

**WEATHERIZATION ASSISTANCE PROGRAM GUIDELINES**

**PURPOSE**

Adopted 4/22/05      Revised 10/15/08

Gila County Weatherization Assistance Program (WAP) is designed to serve low income homeowners with health, safety and energy related home repairs within Gila County. The program is generally defined by these guidelines.

### **ELIGIBLE COSTS**

In order to qualify for the program the total household income must be at or below 150% of Federal Poverty Guidelines. The person must own the home that is being considered for weatherization assistance program. Cost effectiveness will determine the type and amount of funding that is available per home.

### **TYPES OF ASSISTANCE**

Assistance ~~Made:~~ The may include, but is not limited to:

- Repair and/or replacement of heating system
- Installation of ceiling insulation
- Water heater wrap (where allowed)
- Upgrade of evaporative cooler motor to a higher efficiency two-speed motor
- shade screens on all sun struck south, east and west windows and glass doors
- Reflective roof coating on mobile homes
- Storm window or single pane windows on mobile homes
- Water Heater repairs and relocation to a weather protected area if applicable.
- Replacement, of space heating and cooling systems when the cost to repair the equipment is greater than the cost to replace the equipment.
- Installation of low flow shower head
- Space Heating and cooling equipment tune-ups.
- Installation of setback thermostat(s) for persons with mobility problems or other extenuating circumstances.
- Replacement of call, ceiling, and floor forced air supply registers when existing condition limits functioning of control louvers.
- Replacement of evaporative coolers when the cost to repair the equipment is greater than the cost to replace the equipment.
- Fresh air ventilation systems may be installed with prior approval from the Energy Office.
- Installation of a butterfly damper in kitchen or bathroom ceiling exhaust fan(s) or ventilation ports.
- Exterior Doors with LIHEAP/WAP funding.
- Attic ventilation with LIHEAP/WAP funding.

### **RENTAL DWELLING**

No rental dwelling may be weatherized under the terms of the weatherization Assistance Program Contract, unless written permission to perform itemized services is obtained from the owner of the rental unit or the owner's authorized agent. Said written permission is to be retained, along with such other agreements between the Contractor and the rental owner/agent, as part of the job record and client job file.

- a. The fuel information release form shall be signed by the tenant of a rental dwelling prior to the inception of Weatherization services unless the dwelling is part of a master-metered complex in which case this provision does not apply.
- b. The owner of the rental property or the owner's agent shall agree in writing not to raise the rental charge of said dwelling for a minimum period of one year from the date of the completion of Weatherization services as a consequence of the Weatherization investment.

## **PROHIBITION AGAINST WEATHERIZATION SERVICES**

### **Dwelling Units**

- Dwelling units which are vacant or which are designated for acquisition or clearance by a federal, state, or local program within twelve (12) months from the date of scheduled weatherization shall not be provided Weatherization services under this contract.
- Dwelling units which are known to be for sale as evidenced by "For Sale" signs on the property, realtor listing and offering or classified advertisement, shall not be provided Weatherization services under this contract.
- Weatherization services, under this contract, are prohibited where the dwelling unit of an applicant household is located in a designated flood plain unless said dwelling unit is currently covered by flood insurance.

## **HEALTH AND SAFETY PLAN**

**PURPOSE** – to establish the policies and procedures under which health and safety concerns are addressed in the Weatherization Assistance Program (WAP).

**GOAL** – To ensure energy savings are the result of Weatherization Assistance Programs actions while promoting a health and safe environment for clients and WAP worker and contractors.

**SCOPE** – Energy-related health and safety concerns need to be remedied before, or because of, the installation of weatherization materials. Therefore, energy-related health and safety hazards associated with weatherization activities may be remedied or prevented with DOE funds. Measures and their costs must be reasonable and must not seriously impair the primary energy conservation purpose of the program.

The Health and Safety Procedures are applicable to all activities under the WAP.

- A. **Grantee Health & Safety:** The Arizona Energy Office – WAP field monitors will follow all applicable health and safety rules with respect to the conduct of their on-site job visits including the use of face masks, hard hats, appropriate footwear, and such other applicable attire and equipment so as to minimize personal risks.
- B. **Crew and/or Contractor Health and Safety:** Arizona subgrantees and their contractors will comply with the Occupational Safety and Health Administration (OSHA) requirements in all weatherization activities.
- C. **Client Health and Safety:** Weatherization services can be provided in a manner that minimizes risk to workers and clients. Although the Weatherization Assistance Program does not provide all the solutions, awareness of potential hazards is essential to providing quality services. A list of the more common hazards and DOE's preferred approach to them are discussed in Section D of the APPENDIX of Exhibit C of the Contract. Other energy-related hazards should be considered on a case-by-case basis. Grantees and sub-

grantees are required to take all reasonable precautions against performing work on homes that will subject workers or clients to health and safety risks. If there is any doubt that weatherization work can be conducted in a manner that is safe for all parties concerned, the Sub-grantee must not proceed further. Before beginning work on the residence, sub-grantees will take into consideration the health concerns of each occupant, the condition of the dwelling, and the possible effect of work to be performed on any particular health or medical condition of the occupants. When a person's health is fragile and/or the work activities would constitute a health or safety hazard, the occupants at risk will be required to leave the home during these work activities or the work will be suspended until such a time as it can be performed appropriately.

### **PROCEDURES**

1. The prospective applicant with the assistance of the Housing Services Administrative Assistant will complete a pre-screening form to determine the individual's preliminary eligibility, specifically:
  - A. Individual presently owns and occupies the property;
  - B. Location of the home is within Gila County boundaries; and
  - C. Preliminary income information.
  - D. Household size and composition.
  - E. Home is being occupied as a primary residence for at least 12 months prior to assistance.
  - F. If the home is on the market for sale, it will not be eligible for assistance.
2. Determination of eligibility to be placed on a waiting list is performed at the pre-screening process and the individual is notified in writing within ten (10) working days of this determination.

### **APPLICATION**

The prospective applicant with the assistance of the Housing Services Administrative Assistant will complete an application for services.

### **ELIGIBILITY**

- Income must be at or below 125% of federal poverty guidelines, or 150% if one or more household members is aged 60 or over and/or has a disability.
- Must be a resident of Arizona
- Must own and occupy the home as their primary residence.

An eligibility determination will be issued.

Housing Services Technician will prepare a Scope of Work detailing all measures to be completed on the home. The Scope of Work will be then provided to a licensed contractor(s) to receive an estimate for the cost of the measures. The Housing Services Manager and/or Technician will review and authorize the work to be completed as per the Scope of Work. Change Orders will be done when the Scope of Work is altered.

Housing Services Staff will conduct inspections on the work as it is completed. Post Work Audits will be completed on the structure at this time, as well as, counseling and education on the maintenance and care of the home, appliances, property, and energy efficiency/savings will be provided before, during and after the work is completed. The homeowner will be asked to complete a Final Inspection Form prior to the final contractor payment being issued.

The Administrative Assistant will enter all project completions into a database for the purpose of tracking all current and previous participants in the program.

### **DEFERRAL CONDITIONS**

The decision to defer work in a dwelling is difficult, but necessary in some cases. If a decision to defer has been made, work must be postponed until the problems can be resolved and/or alternative sources of help are found.

Deferral conditions may include:

- The client has known health conditions that prohibit the installation of insulation and other weatherization materials.
- The building or structure or its mechanical systems, including electrical and plumbing, are in such a state of disrepair that failure is imminent and the condition\ns cannot be resolved cost-effectively.
- The house has sewage or other sanitary problems that would further endanger the client and weatherization installers if weatherization work were performed.
- The house has been condemned or electrical, heating, plumbing, or other equipment has been “red tagged” by local or state building officials or utilities.
- Moisture problems are so severe they cannot be resolved under existing health and safety measures and with minor repairs.
- Dangerous conditions exist due to high carbon monoxide levels in combustion appliances, and cannot be resolved under existing health and safety measures.
- The client is uncooperative, abusive, or threatening to the crew, sub-contractors, auditors, inspectors, or others who must work on or visit the home.
- The extent and condition of lead-based paint in the house would potentially create further health and safety hazards.
- There is an animal(s) on the property that poses a health and safety threat to the crew or sub-contractors (ie: a vicious dog, excessive animal excrement inside the dwelling)
- The cleanliness or orderliness of the dwelling poses a health and/or safety problem.
- In the judgment of the energy auditor, any condition exists which may endanger the health and/or safety of the crew or sub-contractor, the work should not proceed until the condition is corrected.

### **SELF HELP/SWEAT EQUITY**

The Housing Services Department does not allow the homeowner to perform any scope of the work. The intent of this restriction is to avoid any question or misinterpretation of warranty items and workmanship warranty in future “call back” notices. The Contractor is made responsible for any damages, theft or materials, etc. at the house until the house is completed. Therefore, any labor provided by other than those for which the contractor is responsible is not allowed. There may be some exceptions but only related to general property improvements, i.e. landscaping. These exceptions must be approved by the Housing Services Manager.

## **GRIEVANCE/PROTEST PROCEDURE**

### **Client Grievance Procedure:**

Clients can be denied services if they do not meet the eligibility requirements of the Housing Services Department. The following procedures will be followed in order to resolve disputes that may arise in the Emergency Repair Program.

- All participants will be provided a copy of the complaint procedures and will be required to provide a signature to document receipt of the articles.
- Complaints arising from disputes regarding the Housing Services Department will first be verbally or in writing addressed to the Housing Services Manager. Complaints shall be brought to the attention of the Housing Services Manager within 10 days after the client becomes aware of the problem.
- The Housing Services Manager will attempt to resolve the dispute within 5 working days after receipt of the initial complaint.
- If the issue is not resolved within 5 working days with the Housing Services Manager, the participant may refer his/her complaint in writing to the Director of the Division of Health and Community Services at 5515 S. Apache Ave., Globe, Arizona 85501.
- The Director or the Director's designee will be responsible for review and response to the written complaint within 10 working days of receipt.
- Participants who wish to appeal the Director's decision will have 10 working days from receipt of the written decision to notify the Division of Health and Community Services of his/her intention to appeal the decision to the Board of Supervisors.
- All complaints submitted to final appeal shall be addressed to the Chairman of the Gila County Board of Supervisors, 1400 E. Ash Street, Globe, Arizona 85501.
- The Board of Supervisors will have 15 working days from receipt of the complaint to render a final decision.

This grievance procedure has been approved by the Arizona Department of Economic Security and the Arizona Department of Energy.

### **Contractor Grievance Procedure:**

Bid protests shall be submitted in writing to: Gila County Housing Services Department, 5515 S. Apache Ave, Suite 200, Globe, AZ 85501 within ten (10) days of bid award notification. Protests must contain at a minimum the name, address and telephone number of the protester, the signature of the protestor or its representative and evidence of authority to sign; a detailed statement of the legal and factual grounds of the protest including copies of relevant data; and the form of relief requested. Within *three (3) business days* of receipt, and after consultation with legal counsel, the Housing Services Manager will respond to the protest. The Gila County Housing Services Department reserves the right to reject any or all bids; to waive irregularities of information in any bid; and/or to take any steps determined prudent in order to resolve the protest.

All contractors involved in the bidding process are provided with notice of the protest procedures, which are set forth in the Contractor Protest Procedure Form and in the Bid Award Notification Letter. In the event of a disagreement between the homeowner and contractor,

homeowner and Gila County, applicant and Gila County, and/or Contractor and Gila County, to name a few, the Grievance Procedure or Protest Procedure, whichever is applicable, shall be followed. All complaint/protest documentation will be hand delivered or sent by registered mail.

**CONFLICT OF INTEREST**

If a person is:

An employee, agent, consultant, officer, elected officer or appointed official of the Gila County Division of Health and Community Services who has Weatherization Assistance Program related responsibilities or access to inside information may not obtain a financial benefit or interest from any housing rehabilitation activity for themselves or those with whom they have family or business ties during their tenure.

# ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY SEPTIC SYSTEM GUIDELINES

## PURPOSE

The Arizona Department of Environmental Quality (ADEQ) grants purpose is to improve the water quality conditions on the Tonto Creek watershed by repairing and/or replacing faulty septic systems for residents who reside in the communities of Kohl's Ranch, Bear Flats, Tonto Creek Village and Tonto Village areas of Gila County. See Contract for additional regulations and requirements.

## ELIGIBLE COSTS

In order to qualify for the program the household must reside in one of the target areas and have a faulty septic system that is discharging and/or has runoff directly into Tonto Creek watershed area. See Contract for additional eligibility regulations and requirements.

## TYPE OF ASSISTANCE

Assistance ~~Made: The~~ may include, but is not limited to:

- Repair to Septic System
- Replacement of Septic System

The applicant must be the owner of system to be repaired and/or replaced.

## PROCEDURES

### 1. PRE-SCREENING

The prospective applicant with the assistance of the Special Projects Manager or Housing Services Program Manager will complete a pre-screening form to determine the individual's preliminary eligibility, specifically:

- a. Individual presently owns and occupies the property;
- b. Location of the home is within Gila County boundaries; and
- c. Preliminary income information.
- d. Household size and composition.
- e. Home is being occupied as a primary residence for at least 12 months prior to assistance.
- f. If the home is on the market for sale, it will not be eligible for assistance.

Determination of eligibility to be placed on a waiting list is performed at the pre-screening process and the individual is notified in writing within ten (10) working days of this determination.

2. **APPLICATION**

The prospective applicant with the assistance of Housing Services Program Manager or Special Projects Manager will complete an application for services.

3. **BID PROCESS**

The applicant will be provided with an updated listing of licensed contractors to obtain written bids for the soil analysis, septic system design and the construction of the new system. The applicant will solicit at a minimum of three (3) bids for each phase of the process. The bid award will be made in most cases to the lowest bidder, unless there are circumstances that will allow for another bidder to receive the bid. The bid award will be decided upon by the Housing Services Program Manager, Special Projects Manager and the Environmental Health Manager.

4. **BID AWARD**

The bid award will be via written communication to the contractor. The applicant will also be notified in this manner,

5. **PAYMENTS**

Payments for each project will be made on an as invoiced basis, except for the construction phase of the project, in which the contractor will be allowed to submit an invoice for fifty percent (50%) of the total construction cost prior to starting work on the project, the remaining fifty percent (50%) and any change order invoices will be paid out at the completion of each project.

6. **FINAL INSPECTION**

Housing Services Staff will conduct an inspection on the work completed.

7. The Administrative Assistant will enter all project completions into a database for the purpose of tracking all current and previous participants in the program.

8. The file will be retained for a period of five (5) years past the completion of the grant.

**DEFERRAL CONDITIONS**

The decision to defer work in a dwelling is difficult, but necessary in some cases. If a decision to defer has been made, work must be postponed until the problems can be resolved and/or alternative sources of help are found.

Deferral conditions may include:

- The client is uncooperative, abusive, or threatening to the crew, sub-contractors, auditors, inspectors, or others who must work on or visit the home.
- There is an animal(s) on the property that poses a health and safety threat to the crew or sub-contractors (ie: a vicious dog, excessive animal excrement inside the dwelling)
- The cleanliness or orderliness of the dwelling poses a health and/or safety problem.
- In the judgment of the Housing Services and/or Environmental Health staff, any condition exists which may endanger the health and/or safety of the crew or sub-contractor, the work should not proceed until the condition is corrected.

## **SELF HELP/SWEAT EQUITY**

The Housing Services Department does not allow the homeowner to perform any scope of the work. The intent of this restriction is to avoid any question or misinterpretation of warranty items and workmanship warranty in future “call back” notices. The Contractor is made responsible for any damages, theft or materials, etc. at the house until the house is completed. Therefore, any labor provided by other than those for which the contractor is responsible is not allowed. There may be some exceptions but only related to general property improvements, i.e. landscaping. These exceptions must be approved by the Housing Services Manager.

## **GRIEVANCE/PROTEST PROCEDURE**

### **Client Grievance Procedure:**

Clients can be denied services if they do not meet the eligibility requirements of the Housing Services Department. The following procedures will be followed in order to resolve disputes that may arise in the Emergency Repair Program.

- All participants will be provided a copy of the complaint procedures and will be required to provide a signature to document receipt of the articles.
- Complaints arising from disputes regarding the Housing Services Department will first be verbally or in writing addressed to the Housing Services Manager. Complaints shall be brought to the attention of the Housing Services Manager within 10 days after the client becomes aware of the problem.
- The Housing Services Manager will attempt to resolve the dispute within 5 working days after receipt of the initial complaint.
- If the issue is not resolved within 5 working days with the Housing Services Manager, the participant may refer his/her complaint in writing to the Director of the Division of Health and Community Services at 5515 S. Apache Ave., Globe, Arizona 85501.
- The Director or the Director’s designee will be responsible for review and response to the written complaint within 10 working days of receipt.
- Participants who wish to appeal the Director’s decision will have 10 working days from receipt of the written decision to notify the Division of Health and Community Services of his/her intention to appeal the decision to the Board of Supervisors.
- All complaints submitted to final appeal shall be addressed to the Chairman of the Gila County Board of Supervisors, 1400 E. Ash Street, Globe, Arizona 85501.
- The Board of Supervisors will have 15 working days from receipt of the complaint to render a final decision.

### **Contractor Grievance Procedure:**

Bid protests shall be submitted in writing to: Gila County Housing Services Department, 5515 S. Apache Ave., Suite 200, Globe, AZ 85501 within ten (10) days of bid award notification.

Protests must contain at a minimum the name, address and telephone number of the protester, the signature of the protestor or its representative and evidence of authority to sign; a detailed statement of the legal and factual grounds of the protest including copies of relevant data; and the form of relief requested. Within *three (3) business days* of receipt, and after consultation with legal counsel, the Housing Services Manager will respond to the protest. The Gila County Housing Services Department reserves the right to reject any or all bids; to waive irregularities of

Adopted 4/22/05      Revised 10/15/08

information in any bid; and/or to take any steps determined prudent in order to resolve the protest.

All contractors involved in the bidding process are provided with notice of the protest procedures, which are set forth in the Contractor Protest Procedure Form and in the Bid Award Notification Letter. In the event of a disagreement between the homeowner and contractor, homeowner and Gila County, applicant and Gila County, and/or Contractor and Gila County, to name a few, the Grievance Procedure or Protest Procedure, whichever is applicable, shall be followed. All complaint/protest documentation will be hand delivered or sent by registered mail.

### **CONFLICT OF INTEREST**

If a person is:

An employee, agent, consultant, officer, elected officer or appointed official of the Gila County Division of Health and Community Services who has ADEQ elated responsibilities or access to inside information may not obtain a financial benefit or interest from any housing rehabilitation activity for themselves or those with whom they have family or business ties during their tenure.

ADOPTION OF HOUSING SERVICES PROGRAM GUIDELINES

RESOLUTION NO. 11-08-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF GILA, AUTHORIZING THE ADOPTION OF HOUSING SERVICES PROGRAM GUIDELINES DATED JANUARY 4, 2011 IN RELATION TO AN APPLICATION FOR FY 2011 STATE COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR A 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 Program funds provided by the State of Arizona CDBG Program, and

WHEREAS, the State CDBG Program requires that every local government requesting CDBG funds for housing rehabilitation adopt specific guidelines for such a program; and

WHEREAS, Gila County has developed such owner occupied housing rehabilitation guidelines, dated January 4, 2011 which have been pre-approved by the CDBG Program;

NOW, THEREFORE, BE IT RESOLVED THAT Gila County Board of Supervisors hereby adopts such OO-HRGs, dated January 4, 2011 which shall be used to implement its CDBG-funded housing rehabilitation program funded through its application for FY 2011 funds; and

THAT, Gila County shall utilize such OO-HRGs, without revisions except such authorized by the chief elected official or a person authorized in writing to approve such revisions via the CDBG Program's CD-1Form; with such revisions submitted to the CDBG Program within a maximum of 10 working days of authorization.

Passed and adopted by Gila County Board of Supervisors this 2<sup>nd</sup> day of August, 2011.

By: \_\_\_\_\_  
Michael A. Pastor, Chairman  
Gila County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Marian Sheppard, Chief Deputy Clerk

\_\_\_\_\_  
Bryan B. Chambers,  
Chief Deputy County Attorney

**AUTHORIZATION TO SUBMIT APPLICATIONS  
AND IMPLEMENT CDBG PROJECTS**

RESOLUTION NO. 11-08-02

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF GILA AUTHORIZING THE SUBMISSION OF AN APPLICATION(S) FOR FY 2011 STATE COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS, CERTIFYING THAT SAID APPLICATION(S) MEETS THE COMMUNITY'S PREVIOUSLY IDENTIFIED HOUSING AND COMMUNITY DEVELOPMENT NEEDS AND THE REQUIREMENTS OF THE STATE CDBG PROGRAM, AND AUTHORIZING ALL ACTIONS NECESSARY TO IMPLEMENT AND COMPLETE THE ACTIVITIES OUTLINED IN SAID APPLICATION.**

WHEREAS, the COUNTY OF GILA is desirous of undertaking community development activities; and

WHEREAS, the State of Arizona is administering the Community Development Block Grant Program; and

WHEREAS, the State CDBG Program requires that CDBG funds requested address one of the three Congressional mandated National Objectives; and

WHEREAS, the activities within *this* application(s) address the community's identified housing and community development needs, including the needs of low and moderate income persons; and

WHEREAS, an Applicant of State CDBG funds is required to comply with the program guidelines and Federal Statutes and regulations.

NOW, THEREFORE, BE IT RESOLVED THAT the BOARD OF SUPERVISORS of the COUNTY OF GILA authorize application to be made to the State of Arizona, Department of Housing for FY 2011 CDBG funds, and authorize the Chairman of the Board of Supervisors of the County of Gila to sign application and contract or grant documents for receipt and use of these funds for Housing Rehabilitation, and authorize the Chairman of the Board of Supervisors to take all actions necessary to implement and complete the activities submitted in said application(s); and

THAT this application for State CDBG funds meets the requirements of low- and moderate-income benefit for activities justified as benefiting low- and moderate-income persons, aids in the prevention or elimination of slum and blight or addresses an urgent need which poses a threat to health; and THAT, the *County of Gila* will comply with all State CDBG Program guidelines, Federal Statutes and Regulations applicable to the State CDBG Program and the certifications contained in this application(s).

Passed and adopted by the *Board of Supervisors of the County of Gila* on this 2nd day of August 2011.

By: \_\_\_\_\_  
Michael A. Pastor, Chairman,  
Gila County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Marian Sheppard, Chief Deputy Clerk

\_\_\_\_\_  
Bryan B. Chambers, Chief Deputy County  
Attorney

**RELOCATION ASSISTANCE PLAN**

as required under Section 104(d) of the  
Housing and Community Development Act of 1974 as amended

**RESOLUTION NO. 11-08-03**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE County of GILA ADOPTING A  
RESIDENTIAL ANTIDISPLACEMENT AND RELOCATION  
ASSISTANCE PLAN FOR FY 2010, 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 implementing regulations require that each applicant for Community Development Block Grant funds must adopt, make public and certify that it is following a residential anti-displacement and relocation assistance plan; and

WHEREAS, the County of Gila is submitting an application to the Arizona Department of Housing for Community Development Block Grant funds.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of Gila, do hereby adopt the residential anti-displacement and relocation assistance plan as described below.

**RESIDENTIAL ANTIDISPLACEMENT AND RELOCATION ASSISTANCE PLAN**

The County of Gila will replace all occupied and vacant occupiable low/moderate income dwelling units demolished or converted to a use other than as low/moderate 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 ADOH CDBG Program 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 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 dwelling unit for at least 10 years from the date of initial occupancy.
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 (SRO) 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 (CP).

Gila County Community Action/Housing Services will provide relocation assistance, as described in the ACT and implementing regulations, to each LM household displaced by demolition of housing or by the conversion of a LM dwelling unit to another use as a direct result of assisted activities.

Passed and adopted by Gila County Board of Supervisors this 2<sup>nd</sup> day of August, 2011.

By: \_\_\_\_\_  
Michael A. Pastor, Chairman, Gila County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Marian Sheppard, Chief Deputy Clerk

\_\_\_\_\_  
Bryan B. Chambers, Chief Deputy  
County Attorney

## **PUBLIC HEARING NOTICE**

### **Proposed CDBG Project**

### **Public Hearing Regarding Use of CDBG Funds**

Gila County is expected to apply for approximately \$150,000.00 in federal CDBG funds for FY 2011. Funds must be used to benefit **low-income** persons and areas, alleviate slum and blight or address urgent needs. Based on citizen input as well as local and state planning objectives one potential project has been selected to be forwarded to the State of Arizona with a request for funding. A public hearing will be held at the regular Gila County Board of Supervisors meeting at **10:00 am** on **08/02/2011** at **1400 East Ash St** in **Globe Az** to discuss the proposed projects. Gila County will hold a public hearing to adopt a resolution for this proposed project.

To review project proposals, file grievances or learn more about the CDBG program contact the following:

David Fletcher, Director of Community Services

5515 S. Apache Ave.

Globe, Arizona 85502

928-425-7631 or 1-800-304-4452

928-425-9468 FAX

Persons with disabilities who require special accommodations may contact Juley Bocardo-Homan 928-425-3231 ext 8724, or 928-425-0849 TDD at the above location at least 72 hours before the hearing.

**Regular BOS Meeting****Date: 08/02/2011**

Submitted For: Jacque Griffin, Asst. County Manager/Librarian  
Submitted By: Jacque Griffin, Asst County Manager/Library District  
Department: Asst County Manager/Library District      Division: Library District  
Fiscal Year: 2012      Budgeted?: Yes  
Contract Dates July 1, 2011 -June 30, 2012  
Begin & End:  
Grant?: No  
Matching No      Fund?: Renewal  
Requirement?:  
Presenter's Name: John Nelson

InformationRequest/Subject

Library Service Agreements with Globe, Hayden, Isabelle Hunt, Miami, Payson, San Carlos, Tonto Basin and Young Libraries.

Background Information

The Gila County Library District contracts yearly with the eight affiliate libraries to cooperate in the provision of library services to the citizens of the district. These service agreements serve as contracts for facilitating funding and resource sharing. At this time, all eight agreements have been signed and returned.

Evaluation

The funding amounts to the eight libraries have not changed from last year. Funding varies by type and size of entity. The Library District matches up to an upper limit for city, town and tribal libraries. Funding without a match requirement is provided to the three community libraries that are not in incorporated areas. Library District funding for the libraries is as follows:

Globe Public Library - match up to \$116,750.00  
 Hayden Public Library - match up to \$52,100.00  
 Isabelle Hunt Memorial Library - fund \$104,750.00  
 Miami Memorial Library - match up to \$43,600.00  
 Payson Public Library - match up to \$229,230.00  
 San Carlos Public Library - match up to \$32,920.00  
 Tonto Basin Public Library - fund \$60,950.00  
 Young Public Library - fund \$57,670.00

The Library District distributes these amounts in two installments, in November 2011 and May 2012.

Conclusion

Approval of the Library Service Agreements facilitates funding and resource sharing with the affiliate libraries.

Recommendation

The Gila County District Librarian recommends the approval of the the Library Service Agreements between the Gila County Library District and Globe Public Library, Hayden Public Library, Isabelle Hunt Memorial Library, Miami Memorial Library, Payson Public Library, San Carlos Public Library, Tonto Basin Public Library, and Young Public Library for fiscal year 2011-2012.

Suggested Motion**(Motion to adjourn as the Board of Supervisors and convene as the Gila County Library District Board of Directors.)**

Information/Discussion/Action to approve Library Service Agreements between the Gila County Library District and the following libraries to cooperate in the provision of library services to the citizens of the District for the period July 1, 2011, through June 30, 2012: Globe Public Library - match up to \$116,750; Hayden Public Library - match up to \$52,100; Isabelle Hunt Memorial Library - fund \$104,750; Miami Memorial Library- match up to \$43,600; Payson Public Library- match up to \$229,230; San Carlos Public Library - match up to \$32,920; Tonto Basin Public Library - fund \$60,950; and Young Public Library - fund \$57,670. **(John Nelson)**

**(Motion to adjourn as the Library District Board of Directors and reconvene as the Board of Supervisors.)**Attachments

Link: [Globe Library Service Agreement 2011-2012](#)

Link: [Hayden Library Service Agreement 2011-2012](#)

Link: [Isabelle Hunt Library Service Agreement 2011-2012](#)

Link: [Miami Library Service Agreement 2011-2012](#)

Link: [Payson Library Service Agreement 2011-2012](#)

Link: [San Carlos Library Service Agreement 2011-2012](#)

Link: [Tonto Basin Library Service Agreement 2011-2012](#)

Link: [Young Library Service Agreement 2011-2012](#)

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**GILA COUNTY LIBRARY DISTRICT  
LIBRARY SERVICE AGREEMENT  
JULY 1, 2011 TO JUNE 30, 2012**

This agreement is entered into between the GILA COUNTY LIBRARY DISTRICT, hereinafter referred to as the "District," and the CITY OF GLOBE, hereinafter referred to as the "City," and shall be for a period commencing July 1, 2011 to June 30, 2012.

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

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

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

WHEREAS, the parties wish to establish terms and conditions prior to distribution of District tax levied funds to participating Cities.

NOW THEREFORE IT IS AGREED by and between the District and the City as follows:

1. All citizens of the District shall have full use of the library facilities and services.
2. All library materials purchased with District funds by the City, are the property of the City.
3. It is understood by both parties that officials, employees and agents of the District remain the sole responsibility of the District. It is further understood that the officials, employees and agents of the City remain the sole responsibility of the City.
4. Each party (as "indemnitor") agrees to indemnify, defend and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs or other expenses including reasonable attorney's fees (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are

caused by the act, omission, negligence, misconduct or other fault of the indemnitor, its officers, official agents, employees or volunteers.

5. The City agrees to the following conditions:
  - A. The City shall use the District funds to insure the payments of salaries, routine maintenance and upkeep and other necessary expenses of the City's library, pursuant to ARS 48 - 3901 et seq. Funds will not be used for capital improvement projects or major building repairs without prior approval from the Board of Directors of the Gila County Library District.
  - B. The City shall annually submit to the District the Arizona Public Library Data Report as required by the State Library.
  - C. The City shall support resource sharing among libraries by participating in interlibrary loan services as a borrower and lender of library materials.
  - D. The City shall comply with any reasonable conditions or restrictions which the District or another participating library imposes with respect to loans of books, materials, or equipment to the City library.
  - E. The City agrees to reimburse any other participating library for any losses and/or damage to books, materials, or equipment belonging to another participating library or the District, which occur while these items are in the possession and control of the City.
  - F. The City's decision to participate in a countywide online system is evidenced by the authorized signature(s) on this Agreement. The City agrees to utilize the online system for: cataloging, circulation, online shared public access catalog, long-term loan of supplementary Library District materials, if applicable, and other online functions as may be implemented.
  - G. The City shall insure that the Library Manager (Librarian) and staff understand and are proficient in all functions of the online system that they are responsible for by providing reasonable time for staff to attend training on the online system at the District's recommendation. Training will be overseen by, and coordinated through the District.
  - H. City library staff agrees to attend and participate in at least three of the four quarterly countywide librarians meetings each year.
6. The District will provide the following benefits and support services to the library:
  - A. Opportunity to participate in a countywide online system subject to conditions specified in this agreement. Operation of the countywide online system is a Library District function subject to oversight by the Board of Directors of the Library District, who will make final decisions regarding this system.

- B. Operate the online system continuously, notifying the participating library in advance of any scheduled shutdowns, should any be necessary for maintenance and backup routines.
  - C. Coordination of countywide library development.
  - D. Continuing education opportunities for staff and volunteers.
  - E. Offer regular orientation training on the online system for all new staff at the affiliate libraries, as well as coordinate and oversee special update training for veteran staff.
  - F. Professional assistance and consultation services.
7. The City and the District acknowledge that the services performed have a value to the District and the City. In consideration of that value, the District agrees:
- A. To match the City local funds for library services, up to the amount of \$ 116,750.00, such amount subject to annual review.
  - B. To distribute this amount in two installments, in November 2011 and May 2012.
8. This agreement may be renewed from year to year by mutual agreement of the parties involved.

9. **Legal Arizona Workers Act Compliance**

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

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

Any breach of City'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 City 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, City shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

The City shall advise each subcontractor of District'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

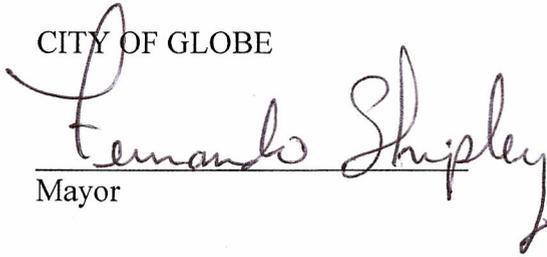
immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that District may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph 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 the City.

10. This agreement contains the entire agreement of the parties with respect to the subject matter hereof and, it may be amended, modified or waived only by an instrument in writing signed by both parties.
11. This agreement may be canceled pursuant to A.R.S. 38-511, the pertinent provisions of which are fully incorporated herein by reference.
12. Either party may terminate this Agreement by giving 30 days' notice to the other. Upon termination of this Agreement by either party, the City agrees to return to the owner, by the date of termination, any books, materials and equipment belonging to the Library District or other participating library, which had been entrusted to the possession or control of the City. Conversely, the Library District agrees to deliver to the City library, by the date of termination, any books, materials, and equipment belonging to the City library which had been entrusted to the possession or control of the Library District and to make reasonable, good faith efforts to return to the City library any books, materials and equipment belonging to the City library which had been entrusted to the possession or control of another participating library.
13. Any dispute, controversy, claim, or cause of action arising out of or related to this agreement shall be governed by Arizona law and may, but in no event need, be settled by submission with the consent of both parties to binding arbitration in accordance with the rules of the American Arbitration Association and the Arizona Uniform Arbitration Act, ARS 12 - 1501, et seq., and judgment upon any award rendered by the arbitrators may be entered in the Superior Court of Gila County, or any such dispute, controversy, claim, or cause of action may be litigated in a court. The venue for any such dispute shall be Gila County, Arizona. Each party waives the right to object to venue in Gila County for any reason. Neither party shall be entitled to recover any of its attorneys' fees or other costs from the other party incurred in any such dispute, controversy, claim or cause of action, but each party shall bear its own attorneys' fees and costs, whether the same is resolved through arbitration, litigation in a court, or otherwise.

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

CITY OF GLOBE

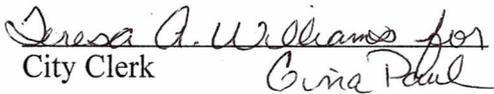
  
\_\_\_\_\_  
Mayor

GILA COUNTY LIBRARY DISTRICT

\_\_\_\_\_  
Chairman, Board of Directors

ATTEST:

ATTEST:

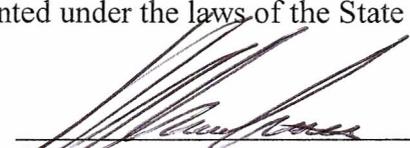
  
\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Clerk of the Board

6-28-2011  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

  
\_\_\_\_\_  
City Attorney

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

\_\_\_\_\_  
Chief Deputy County Attorney

**GILA COUNTY LIBRARY DISTRICT  
LIBRARY SERVICE AGREEMENT  
JULY 1, 2011 TO JUNE 30, 2012**

This agreement is entered into between the GILA COUNTY LIBRARY DISTRICT, hereinafter referred to as the "District," and the TOWN OF HAYDEN, hereinafter referred to as the "Town," and shall be for a period commencing July 1, 2011 to June 30, 2012.

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

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

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

WHEREAS, the parties wish to establish terms and conditions prior to distribution of District tax levied funds to participating Towns.

NOW THEREFORE IT IS AGREED by and between the District and the Town as follows:

1. All citizens of the District shall have full use of the library facilities and services.
2. All library materials purchased with District funds by the Town, are the property of the Town.
3. It is understood by both parties that officials, employees and agents of the District remain the sole responsibility of the District. It is further understood that the officials, employees and agents of the Town remain the sole responsibility of the Town.
4. Each party (as "indemnitor") agrees to indemnify, defend and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs or other expenses including reasonable attorney's fees (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct or other fault of the indemnitor, its officers, official agents, employees or volunteers.

5. The Town agrees to the following conditions:
  - A. The Town shall use the District funds to insure the payments of salaries, routine maintenance and upkeep and other necessary expenses of the Town's library, pursuant to ARS 48 - 3901 et seq. Funds will not be used for capital improvement projects or major building repairs without prior approval from the Board of Directors of the Gila County Library District.
  - B. The Town shall annually submit to the District the Arizona Public Library Data Report as required by the State Library.
  - C. The Town shall support resource sharing among libraries by participating in interlibrary loan services as a borrower and lender of library materials.
  - D. The Town shall comply with any reasonable conditions or restrictions which the District or another participating library imposes with respect to loans of books, materials, or equipment to the Town library.
  - E. The Town agrees to reimburse any other participating library for any losses and/or damage to books, materials, or equipment belonging to another participating library or the District, which occur while these items are in the possession and control of the Town.
  - F. The Town's decision to participate in a countywide online system is evidenced by the authorized signature(s) on this Agreement. The Town agrees to utilize the online system for: cataloging, circulation, online shared public access catalog, long-term loan of supplementary Library District materials, if applicable, and other online functions as may be implemented.
  - G. The Town shall insure that the Library Manager (Librarian) and staff understand and are proficient in all functions of the online system that they are responsible for by providing reasonable time for staff to attend training on the online system at the District's recommendation. Training will be overseen by, and coordinated through the District.
  - H. Town library staff agrees to attend and participate in at least three of the four quarterly countywide librarians meetings each year.
6. The District will provide the following benefits and support services to the library:
  - A. Opportunity to participate in a countywide online system subject to conditions specified in this agreement. Operation of the countywide online system is a Library District function subject to oversight by the Board of Directors of the Library District, who will make final decisions regarding this system.
  - B. Operate the online system continuously, notifying the participating library in advance of any scheduled shutdowns, should any be necessary for maintenance and backup routines.

- C. Coordination of countywide library development.
  - D. Continuing education opportunities for staff and volunteers.
  - E. Offer regular orientation training on the online system for all new staff at the affiliate libraries, as well as coordinate and oversee special update training for veteran staff.
  - F. Professional assistance and consultation services.
7. The Town and the District acknowledge that the services performed have a value to the District and the Town. In consideration of that value, the District agrees:
- A. To match the Town local funds for library services, up to the amount of \$52,100.00 such amount subject to annual review.
  - B. To distribute this amount in two installments, in November 2011 and May 2012.
8. This agreement may be renewed from year to year by mutual agreement of the parties involved.
9. This agreement contains the entire agreement of the parties with respect to the subject matter hereof and, it may be amended, modified or waived only by an instrument in writing signed by both parties.
10. This agreement may be canceled pursuant to A.R.S. 38-511, the pertinent provisions of which are fully incorporated herein by reference.
11. Either party may terminate this Agreement by giving 30 days' notice to the other. Upon termination of this Agreement by either party, the Town agrees to return to the owner, by the date of termination, any books, materials and equipment belonging to the Library District or other participating library, which had been entrusted to the possession or control of the Town. Conversely, the Library District agrees to deliver to the Town library, by the date of termination, any books, materials, and equipment belonging to the Town library which had been entrusted to the possession or control of the Library District and to make reasonable, good faith efforts to return to the Town library any books, materials and equipment belonging to the Town library which had been entrusted to the possession or control of another participating library.

## 12. **Legal Arizona Workers Act Compliance**

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

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

Any breach of Town'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 Town 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, Town shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

The Town shall advise each subcontractor of District'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 District 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 the Town.

13. Any dispute, controversy, claim, or cause of action arising out of or related to this agreement shall be governed by Arizona law and may, but in no event need, be settled by submission with the consent of both parties to binding arbitration in accordance with the rules of the American Arbitration Association and the Arizona Uniform Arbitration Act, ARS 12 - 1501, et seq., and judgment upon any award rendered by the arbitrators may be entered in the Superior Court of Gila County, or any such dispute, controversy, claim, or cause of action may be litigated in a court. The venue for any such dispute shall be Gila County, Arizona. Each party waives the right to object to venue in Gila County for any reason. Neither party shall be entitled to recover any of its attorneys' fees or other costs from the other party incurred in any such dispute, controversy, claim or cause of action, but each party shall bear its own attorneys' fees and costs, whether the same is resolved through arbitration, litigation in a court, or otherwise.

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

TOWN OF HAYDEN

GILA COUNTY LIBRARY DISTRICT

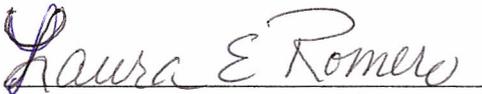


Mayor

\_\_\_\_\_  
Chairman, Board of Directors

ATTEST:

ATTEST:



Town Clerk

\_\_\_\_\_  
Clerk of the Board

7-18-11

Date

\_\_\_\_\_  
Date

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

  
\_\_\_\_\_  
Town Attorney

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

\_\_\_\_\_  
Chief Deputy County Attorney

**GILA COUNTY LIBRARY DISTRICT  
LIBRARY SERVICE AGREEMENT  
JULY 1, 2011 TO JUNE 30, 2012**

This agreement is entered into between the GILA COUNTY LIBRARY DISTRICT, hereinafter referred to as the "District," and the Board of the ISABELLE HUNT MEMORIAL LIBRARY, hereinafter referred to as the "Board" and shall be for a period commencing July 1, 2011 to June 30, 2012.

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

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

WHEREAS, the Board operates and maintains a library and it is the desire of the Board to join the District and to continue as an established station of the District; and

WHEREAS, the parties wish to establish terms and conditions prior to distribution of District tax levied funds to participating boards.

NOW THEREFORE IT IS AGREED by and between the District and the Board as follows:

1. All citizens of the District shall have full use of the library facilities and services.
2. All library materials purchased with District funds by the Board, are the property of the Board.
3. It is understood by both parties that officials, employees and agents of the District remain the sole responsibility of the District. It is further understood that the officials, employees and agents of the Board remain the sole responsibility of the Board.
4. Each party (as "indemnitor") agrees to indemnify, defend and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs or other expenses including reasonable attorney's fees (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are

caused by the act, omission, negligence, misconduct or other fault of the indemnitor, its officers, official agents, employees or volunteers.

5. The Board agrees to the following conditions:
  - A. The Board shall use the District funds to insure the payments of salaries, routine maintenance and upkeep and other necessary expenses of the library, pursuant to ARS 48 - 3901 et seq. Funds will not be used for capital improvement projects or major building repairs without prior approval from the Board of Directors of the Gila County Library District. District funds may not be accumulated from year to year for capital projects. An annual written accounting shall be made to the District describing the manner and use of funds as required by the District.
  - B. Because the Board receives public monies from the District, the Board shall conduct all business meetings in accordance with Arizona Open Meeting Laws, A.R.S. 38-431 et seq.
  - C. The Board shall require that the library maintain a minimum of 24 public service hours each week. These hours may be inclusive of official holidays observed by Gila County.
  - D. The Board shall annually submit to the District the Arizona Public Library Data Report as required by the State Library.
  - E. The Board shall support resource sharing among libraries by participating in interlibrary loan services as a borrower and lender of library materials.
  - F. The Board shall comply with any reasonable conditions or restrictions which the District or another participating library imposes with respect to loans of books, materials, or equipment to the station library.
  - G. The Board agrees to reimburse any other participating library for any losses and/or damage to books, materials, or equipment belonging to another participating library or the District, which occur while these items are in the possession and control of the station library.
  - H. The Board's decision to participate in a countywide online system is evidenced by the authorized signature(s) on this Agreement. The Board agrees to utilize the online system for: cataloging, circulation, online shared public access catalog, long-term loan of supplementary Library District materials, if applicable, and other online functions as may be implemented.
  - I. The Board shall insure that the Library Manager (Librarian) and staff understand and are proficient in all functions of the online system that they are responsible for by providing reasonable time for staff to attend training

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

- J. The Board shall require library staff or a representative to attend and participate in at least three of the four quarterly countywide librarians meetings each year.
6. The District will provide the following benefits and support services to the library:
- A. Opportunity to participate in a countywide online system subject to conditions specified in this agreement. Operation of the countywide online system is a Library District function subject to oversight by the Board of Directors of the Library District, who will make final decisions regarding this system.
  - B. Operate the online system continuously, notifying the participating library in advance of any scheduled shutdowns, should any be necessary for maintenance and backup routines.
  - C. Coordination of countywide library development.
  - D. Continuing education opportunities for staff and volunteers.
  - E. Offer regular orientation training on the online system for all new staff at the affiliate libraries, as well as coordinate and oversee special update training for veteran staff.
  - F. Professional assistance and consultation services.
7. The Board and the District acknowledge that the services to be performed have a value to the District and to the Board. In consideration of that value, the District agrees:
- A. To pay the Board an amount not to exceed \$104,750.00 for library services, such amount subject to annual review.
  - B. To distribute this amount in two installments, November 2011, and May 2012.
8. This agreement may be renewed from year to year by mutual agreement of the parties involved.

9. **Legal Arizona Workers Act Compliance**

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

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

Any breach of Board'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 Board 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, Board shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

The Board shall advise each subcontractor of District'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 District 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 the Board.

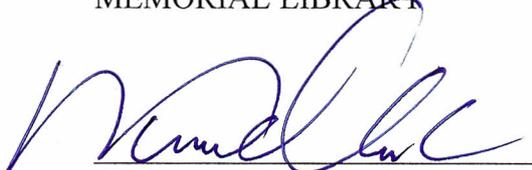
10. This agreement contains the entire agreement of the parties with respect to the subject matter hereof and, it may be amended, modified or waived only by an instrument in writing signed by both parties.
11. This agreement may be canceled pursuant to A.R.S. 38-511, the pertinent provisions of which are fully incorporated herein by reference.
12. Either party may terminate this Agreement by giving 30 days' notice to the other. Upon termination of this Agreement by either party, the Board agrees to return to the owner, by the date of termination, any books, materials and equipment belonging to the Library District or other participating library, which had been entrusted to the possession or control of the Board. Conversely, the Library District agrees to deliver to the station library, by the date of termination, any books, materials, and equipment belonging to the station library which had been entrusted to the possession or control of the

Library District and to make reasonable, good faith efforts to return to the Board any books, materials and equipment belonging to the library which had been entrusted to the possession or control of another participating library.

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

BOARD OF ISABELLE HUNT  
MEMORIAL LIBRARY

GILA COUNTY LIBRARY DISTRICT

  
Chairman of the Board

\_\_\_\_\_  
Chairman, Board of Directors

ATTEST:

ATTEST:

  
Secretary of the Board

\_\_\_\_\_  
Clerk of the Board

June 1, 2011  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

The foregoing agreement has been reviewed by the undersigned attorney for the Gila County Library District, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of the State to Gila County.

\_\_\_\_\_  
Chief Deputy County Attorney

**GILA COUNTY LIBRARY DISTRICT  
LIBRARY SERVICE AGREEMENT  
JULY 1, 2011 TO JUNE 30, 2012**

This agreement is entered into between the GILA COUNTY LIBRARY DISTRICT, hereinafter referred to as the "District," and the TOWN OF MIAMI, hereinafter referred to as the "Town," and shall be for a period commencing July 1, 2011 to June 30, 2012.

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

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

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

WHEREAS, the parties wish to establish terms and conditions prior to distribution of District tax levied funds to participating Towns.

NOW THEREFORE IT IS AGREED by and between the District and the Town as follows:

1. All citizens of the District shall have full use of the library facilities and services.
2. All library materials purchased with District funds by the Town, are the property of the Town.
3. It is understood by both parties that officials, employees and agents of the District remain the sole responsibility of the District. It is further understood that the officials, employees and agents of the Town remain the sole responsibility of the Town.
4. Each party (as "indemnitor") agrees to indemnify, defend and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs or other expenses including reasonable attorney's fees (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct or other fault of the indemnitor, its officers, official agents, employees or volunteers.

5. The Town agrees to the following conditions:
  - A. The Town shall use the District funds to insure the payments of salaries, routine maintenance and upkeep and other necessary expenses of the Town's library, pursuant to ARS 48 - 3901 et seq. Funds will not be used for capital improvement projects or major building repairs without prior approval from the Board of Directors of the Gila County Library District.
  - B. The Town shall annually submit to the District the Arizona Public Library Data Report as required by the State Library.
  - C. The Town shall support resource sharing among libraries by participating in interlibrary loan services as a borrower and lender of library materials.
  - D. The Town shall comply with any reasonable conditions or restrictions which the District or another participating library imposes with respect to loans of books, materials, or equipment to the Town library.
  - E. The Town agrees to reimburse any other participating library for any losses and/or damage to books, materials, or equipment belonging to another participating library or the District, which occur while these items are in the possession and control of the Town.
  - F. The Town's decision to participate in a countywide online system is evidenced by the authorized signature(s) on this Agreement. The Town agrees to utilize the online system for: cataloging, circulation, online shared public access catalog, long-term loan of supplementary Library District materials, if applicable, and other online functions as may be implemented.
  - G. The Town shall insure that the Library Manager (Librarian) and staff understand and are proficient in all functions of the online system that they are responsible for by providing reasonable time for staff to attend training on the online system at the District's recommendation. Training will be overseen by, and coordinated through the District.
  - H. Town library staff agrees to attend and participate in at least three of the four quarterly countywide librarians meetings each year.
6. The District will provide the following benefits and support services to the library:
  - A. Opportunity to participate in a countywide online system subject to conditions specified in this agreement. Operation of the countywide online system is a Library District function subject to oversight by the Board of Directors of the Library District, who will make final decisions regarding this system.

- B. Operate the online system continuously, notifying the participating library in advance of any scheduled shutdowns, should any be necessary for maintenance and backup routines.
  - C. Coordination of countywide library development.
  - D. Continuing education opportunities for staff and volunteers.
  - E. Offer regular orientation training on the online system for all new staff at the affiliate libraries, as well as coordinate and oversee special update training for veteran staff.
  - F. Professional assistance and consultation services.
7. The Town and the District acknowledge that the services performed have a value to the District and the Town. In consideration of that value, the District agrees:
- A. To match the Town local funds for library services, up to the amount of \$43,600.00, such amount subject to annual review.
  - B. To distribute this amount in two installments, in November 2011 and May 2012.
8. This agreement may be renewed from year to year by mutual agreement of the parties involved.

9. **Legal Arizona Workers Act Compliance**

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

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

Any breach of Town'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 Town 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, Town shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

The Town shall advise each subcontractor of District'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 District 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 the Town.

10. This agreement contains the entire agreement of the parties with respect to the subject matter hereof and, it may be amended, modified or waived only by an instrument in writing signed by both parties.
11. This agreement may be canceled pursuant to A.R.S. 38-511, the pertinent provisions of which are fully incorporated herein by reference.
12. Either party may terminate this Agreement by giving 30 days' notice to the other. Upon termination of this Agreement by either party, the Town agrees to return to the owner, by the date of termination, any books, materials and equipment belonging to the Library District or other participating library, which had been entrusted to the possession or control of the Town. Conversely, the Library District agrees to deliver to the Town library, by the date of termination, any books, materials, and equipment belonging to the Town library which had been entrusted to the possession or control of the Library District and to make reasonable, good faith efforts to return to the Town library any books, materials and equipment belonging to the Town library which had been entrusted to the possession or control of another participating library.
13. Any dispute, controversy, claim, or cause of action arising out of or related to this agreement shall be governed by Arizona law and may, but in no event need, be settled by submission with the consent of both parties to binding arbitration in accordance with the rules of the American Arbitration Association and the Arizona Uniform Arbitration Act, ARS 12 - 1501, et seq., and judgment upon any award rendered by the arbitrators may be entered in the Superior Court of Gila County, or any such dispute, controversy, claim, or cause of action may be litigated in a court. The venue for any such dispute shall be Gila County, Arizona. Each party waives the right to object to venue in Gila County for any reason. Neither party shall be entitled to recover any of its attorneys' fees or other costs from the other party incurred in any such dispute, controversy, claim or cause of action, but each party shall bear its own attorneys' fees and costs, whether the same is resolved through arbitration, litigation in a court, or otherwise.

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

TOWN OF MIAMI

GILA COUNTY LIBRARY DISTRICT

  
\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Chairman, Board of Directors

ATTEST:

ATTEST:

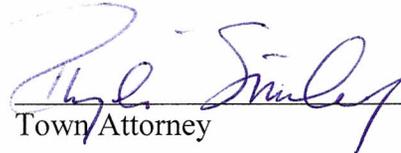
  
\_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
Clerk of the Board

6-13-2011  
Date

\_\_\_\_\_  
Date

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

  
\_\_\_\_\_  
Town Attorney

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

\_\_\_\_\_  
Chief Deputy County Attorney

**GILA COUNTY LIBRARY DISTRICT  
LIBRARY SERVICE AGREEMENT  
JULY 1, 2011 TO JUNE 30, 2012**

This agreement is entered into between the GILA COUNTY LIBRARY DISTRICT, hereinafter referred to as the "District," and the TOWN OF PAYSON, hereinafter referred to as the "Town," and shall be for a period commencing July 1, 2011 to June 30, 2012.

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

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

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

WHEREAS, the parties wish to establish terms and conditions prior to distribution of District tax levied funds to participating Towns.

NOW THEREFORE IT IS AGREED by and between the District and the Town as follows:

1. All citizens of the District shall have full use of the library facilities and services.
2. All library materials purchased with District funds by the Town, are the property of the Town.
3. It is understood by both parties that officials, employees and agents of the District remain the sole responsibility of the District. It is further understood that the officials, employees and agents of the Town remain the sole responsibility of the Town.
4. Each party (as "indemnitor") agrees to indemnify, defend and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs or other expenses including reasonable attorney's fees (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct or other fault of the indemnitor, its officers, official agents, employees or volunteers.

5. The Town agrees to the following conditions:
  - A. The Town shall use the District funds to insure the payments of salaries, routine maintenance and upkeep and other necessary expenses of the Town's library, pursuant to ARS 48 - 3901 et seq. Funds will not be used for capital improvement projects or major building repairs without prior approval from the Board of Directors of the Gila County Library District.
  - B. The Town shall annually submit to the District the Arizona Public Library Data Report as required by the State Library.
  - C. The Town shall support resource sharing among libraries by participating in interlibrary loan services as a borrower and lender of library materials.
  - D. The Town shall comply with any reasonable conditions or restrictions which the District or another participating library imposes with respect to loans of books, materials, or equipment to the Town library.
  - E. The Town agrees to reimburse any other participating library for any losses and/or damage to books, materials, or equipment belonging to another participating library or the District, which occur while these items are in the possession and control of the Town.
  - F. The Town's decision to participate in a countywide online system is evidenced by the authorized signature(s) on this Agreement. The Town agrees to utilize the online system for: cataloging, circulation, online shared public access catalog, long-term loan of supplementary Library District materials, if applicable, and other online functions as may be implemented.
  - G. The Town shall insure that the Library Manager (Librarian) and staff understand and are proficient in all functions of the online system that they are responsible for by providing reasonable time for staff to attend training on the online system at the District's recommendation. Training will be overseen by, and coordinated through the District.
  - H. Town library staff agrees to attend and participate in at least three of the four quarterly countywide librarians meetings each year.
6. The District will provide the following benefits and support services to the library:
  - A. Opportunity to participate in a countywide online system subject to conditions specified in this agreement. Operation of the countywide online system is a Library District function subject to oversight by the Board of Directors of the Library District, who will make final decisions regarding this system.
  - B. Operate the online system continuously, notifying the participating library in advance of any scheduled shutdowns, should any be necessary for maintenance and backup routines.

- C. Coordination of countywide library development.
  - D. Continuing education opportunities for staff and volunteers.
  - E. Offer regular orientation training on the online system for all new staff at the affiliate libraries, as well as coordinate and oversee special update training for veteran staff.
  - F. Professional assistance and consultation services.
7. The Town and the District acknowledge that the services performed have a value to the District and the Town. In consideration of that value, the District agrees:
- A. To match the Town local funds for library services, up to the amount of \$229,230.00, such amount subject to annual review.
  - B. To distribute this amount in two installments, in November 2011 and May 2012.
8. This agreement may be renewed from year to year by mutual agreement of the parties involved.

9. **Legal Arizona Workers Act Compliance**

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

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

Any breach of Town'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 Town 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, Town shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

The Town shall advise each subcontractor of District'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 District

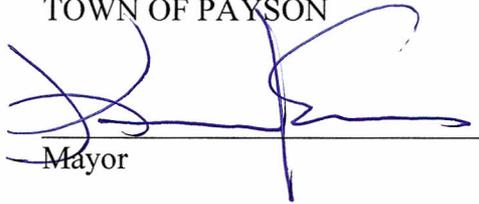
may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of the Town.

10. This agreement contains the entire agreement of the parties with respect to the subject matter hereof and, it may be amended, modified or waived only by an instrument in writing signed by both parties.
11. This agreement may be canceled pursuant to A.R.S. 38-511, the pertinent provisions of which are fully incorporated herein by reference.
12. Either party may terminate this Agreement by giving 30 days' notice to the other. Upon termination of this Agreement by either party, the Town agrees to return to the owner, by the date of termination, any books, materials and equipment belonging to the Library District or other participating library, which had been entrusted to the possession or control of the Town. Conversely, the Library District agrees to deliver to the Town library, by the date of termination, any books, materials, and equipment belonging to the Town library which had been entrusted to the possession or control of the Library District and to make reasonable, good faith efforts to return to the Town library any books, materials and equipment belonging to the Town library which had been entrusted to the possession or control of another participating library.
13. Any dispute, controversy, claim, or cause of action arising out of or related to this agreement shall be governed by Arizona law and may, but in no event need, be settled by submission with the consent of both parties to binding arbitration in accordance with the rules of the American Arbitration Association and the Arizona Uniform Arbitration Act, ARS 12 - 1501, et seq., and judgment upon any award rendered by the arbitrators may be entered in the Superior Court of Gila County, or any such dispute, controversy, claim, or cause of action may be litigated in a court. The venue for any such dispute shall be Gila County, Arizona. Each party waives the right to object to venue in Gila County for any reason. Neither party shall be entitled to recover any of its attorneys' fees or other costs from the other party incurred in any such dispute, controversy, claim or cause of action, but each party shall bear its own attorneys' fees and costs, whether the same is resolved through arbitration, litigation in a court, or otherwise.

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

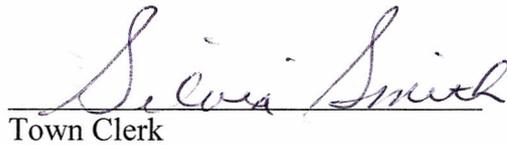
TOWN OF PAYSON

  
\_\_\_\_\_  
Mayor

GILA COUNTY LIBRARY DISTRICT

\_\_\_\_\_  
Chairman, Board of Directors

ATTEST:

  
\_\_\_\_\_  
Town Clerk

ATTEST:

\_\_\_\_\_  
Clerk of the Board

July 13, 2011  
Date

\_\_\_\_\_  
Date

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

  
\_\_\_\_\_  
Town Attorney

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

\_\_\_\_\_  
Chief Deputy County Attorney, Gila County

**GILA COUNTY LIBRARY DISTRICT  
LIBRARY SERVICE AGREEMENT  
JULY 1, 2011 TO JUNE 30, 2012**

This agreement is entered into between the GILA COUNTY BOARD OF SUPERVISORS acting as the GILA COUNTY LIBRARY DISTRICT, hereinafter referred to as the "District," and the SAN CARLOS APACHE TRIBE, hereinafter referred to as the "Tribe," and shall be for a period commencing July 1, 2011 to June 30, 2012.

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

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

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

WHEREAS, the parties wish to establish terms and conditions prior to distribution of District tax levied funds to participating Tribes.

NOW THEREFORE IT IS AGREED by and between the District and the Tribe as follows:

1. All citizens of the District shall have full use of the library facilities and services.
2. All library materials purchased with District funds by the Tribe, are the property of the Tribe.
3. It is understood by both parties that officials, employees and agents of the District remain the sole responsibility of the District. It is further understood that the officials, employees and agents of the Tribe remain the sole responsibility of the Tribe.
4. Each party (as "indemnitor") agrees to indemnify, defend and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs or other expenses including reasonable attorney's fees (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct or other fault of the indemnitor, its officers, official agents, employees or volunteers.

5. The Tribe agrees to the following conditions:
  - A. The Tribe shall use the District funds to insure the payments of salaries, routine maintenance and upkeep and other necessary expenses of the Tribe's library, pursuant to ARS 48 - 3901 et seq. Funds will not be used for capital improvement projects or major building repairs without prior approval from the Board of Directors of the Gila County Library District.
  - B. The Tribe (Library) shall annually submit to the District the Arizona Public Library Data Report as required by the State Library.
  - C. The Tribe shall support resource sharing among libraries by participating in interlibrary loan services as a borrower and lender of library materials.
  - D. The Tribe shall comply with any reasonable conditions or restrictions which the District or another participating library imposes with respect to loans of books, materials, or equipment to the Tribe library.
  - E. The Tribe agrees to reimburse any other participating library for any losses and/or damage to books, materials, or equipment belonging to another participating library or the District, which occur while these items are in the possession and control of the Tribe.
  - F. The Tribe's decision to participate in a countywide online system is evidenced by the authorized signature(s) on this Agreement. The Tribe agrees to utilize the online system for: cataloging, circulation, online shared public access catalog, long-term loan of supplementary Library District materials, if applicable, and other online functions as may be implemented.
  - G. The Tribe shall insure that the Library Manager (Librarian) and staff understand and are proficient in all functions of the online system that they are responsible for by providing reasonable time for staff to attend training on the online system at the District's recommendation. Training will be overseen by, and coordinated through the District.
  - H. Tribe library staff agrees to attend and participate in at least three of the four quarterly countywide librarians meetings each year.
6. The District will provide the following benefits and support services to the library:
  - A. Opportunity to participate in a countywide online system subject to conditions specified in this agreement. Operation of the countywide online system is a Library District function subject to oversight by the Board of Directors of the Library District, who will make final decisions regarding this system.
  - B. Operate the online system continuously, notifying the participating library in advance of any scheduled shutdowns, should any be necessary for maintenance and backup routines.

- C. Coordination of countywide library development.
  - D. Continuing education opportunities for staff and volunteers.
  - E. Offer regular orientation training on the online system for all new staff at the affiliate libraries, as well as coordinate and oversee special update training for veteran staff.
  - F. Professional assistance and consultation services.
7. The Tribe and the District acknowledge that the services performed have a value to the District and the Tribe. In consideration of that value, the District agrees:
    - A. To match the Tribe local funds for library services, up to the amount of \$32,920.00 such amount subject to annual review.
    - B. To distribute this amount in two installments, in November 2011 and May 2012.
  8. This agreement may be renewed from year to year by mutual agreement of the parties involved.
  9. This agreement contains the entire agreement of the parties with respect to the subject matter hereof and, it may be amended, modified or waived only by an instrument in writing signed by both parties.
  10. This agreement may be canceled pursuant to A.R.S. 38-511, the pertinent provisions of which are fully incorporated herein by reference.
  11. Either party may terminate this Agreement by giving 30 days' notice to the other. Upon termination of this Agreement by either party, the Tribe agrees to return to the owner, by the date of termination, any books, materials and equipment belonging to the Library District or other participating library, which had been entrusted to the possession or control of the Tribe. Conversely, the Library District agrees to deliver to the Tribe library, by the date of termination, any books, materials, and equipment belonging to the Tribe library which had been entrusted to the possession or control of the Library District and to make reasonable, good faith efforts to return to the Tribe library any books, materials and equipment belonging to the Tribe library which had been entrusted to the possession or control of another participating library.
  12. In the event of a dispute under this Agreement, the parties agree to make a good faith attempt to resolve the dispute prior to taking formal.

In the event that such dispute, controversy, claim, or cause of action ("Dispute") arising out of or related to this Agreement cannot be settled, the Dispute may, but in no event need, be settled by submission with the consent of both parties to binding arbitration. Judgment upon any award rendered by the

arbitrators may be entered in any court of competent jurisdiction. Neither party shall be entitled to recover any of its attorneys' fees or other costs from the other party incurred in any such dispute, controversy, claim or cause of action, but each party shall bear its own attorneys' fees and costs, whether the same is resolved through arbitration, litigation in a court, or otherwise.

13. The provisions of this section shall govern and control this Agreement where such provisions are in conflict with any other provision of the Agreement. Nothing in this Agreement shall be construed as a waiver of sovereign immunity by the San Carlos Apache Tribe, its consent to be sued, or its consent to the jurisdiction of any federal or state court.

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

SAN CARLOS APACHE TRIBE

GILA COUNTY BOARD OF SUPERVISORS  
As the: GILA COUNTY LIBRARY  
DISTRICT

\_\_\_\_\_  
Wendsler Nosie, Sr.  
Chairman

\_\_\_\_\_  
Michael Pastor  
Chairman

ATTEST:

ATTEST:

\_\_\_\_\_  
*Clerk*

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

The foregoing agreement has been reviewed by the undersigned attorney for the Tribe, who has determined that the agreement is in proper form and is within the powers and authority of the Tribe.

\_\_\_\_\_  
Attorney for San Carlos Apache Tribe

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

\_\_\_\_\_  
Chief Deputy County Attorney, Gila County

**ADDENDUM 1** to GILA COUNTY LIBRARY DISTRICT LIBRARY SERVICE AGREEMENT

JULY 1, 2011 TO JUNE 30, 2012

**Legal Arizona Workers Act Compliance**

1. The Tribe hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws if applicable to Tribe's employment of its employees, and with the requirements of A.R.S. 23-214 (A) if applicable (together the "State and Federal Immigration Laws"). The tribe further agrees not to subcontract any of the services provided by the Library.
2. Upon reasonable notice, the District shall have the right at any time to inspect the books and records of Tribe and any subcontractor
3. Any breach of Tribe'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 Tribe to penalties up to and including suspension or termination of this Contract.
4. Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of the Tribe.

IN WITNESS THEREOF,

SAN CARLOS APACHE TRIBE

GILA COUNTY LIBRARY DISTRICT

\_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_

Chairman

Chairman, Board of Directors

\_\_\_\_\_  
Attorney for San Carlos Apache Tribe

\_\_\_\_\_  
Chief Deputy County Attorney

**GILA COUNTY LIBRARY DISTRICT  
LIBRARY SERVICE AGREEMENT  
JULY 1, 2011 TO JUNE 30, 2012**

This agreement is entered into between the GILA COUNTY LIBRARY DISTRICT, hereinafter referred to as the "District," and the Board of the TONTO BASIN PUBLIC LIBRARY, hereinafter referred to as the "Board" and shall be for a period commencing July 1, 2011 to June 30, 2012.

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

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

WHEREAS, the Board operates and maintains a library and it is the desire of the Board to join the District and to continue as an established station of the District; and

WHEREAS, the parties wish to establish terms and conditions prior to distribution of District tax levied funds to participating boards.

NOW THEREFORE IT IS AGREED by and between the District and the Board as follows:

1. All citizens of the District shall have full use of the library facilities and services.
2. All library materials purchased with District funds by the Board, are the property of the Board.
3. It is understood by both parties that officials, employees and agents of the District remain the sole responsibility of the District. It is further understood that the officials, employees and agents of the Board remain the sole responsibility of the Board.
4. Each party (as "indemnitor") agrees to indemnify, defend and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs or other expenses including reasonable attorney's fees (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are

caused by the act, omission, negligence, misconduct or other fault of the indemnitor, its officers, official agents, employees or volunteers.

5. The Board agrees to the following conditions:
  - A. The Board shall use the District funds to insure the payments of salaries, routine maintenance and upkeep and other necessary expenses of the library, pursuant to ARS 48 - 3901 et seq. Funds will not be used for capital improvement projects or major building repairs without prior approval from the Board of Directors of the Gila County Library District. District funds may not be accumulated from year to year for capital projects. An annual written accounting shall be made to the District describing the manner and use of funds as required by the District.
  - B. Because the Board receives public monies from the District, the Board shall conduct all business meetings in accordance with Arizona Open Meeting Laws, A.R.S. 38-431 et seq.
  - C. The Board shall require that the library maintain a minimum of 24 public service hours each week. These hours may be inclusive of official holidays observed by Gila County.
  - D. The Board shall annually submit to the District the Arizona Public Library Data Report as required by the State Library.
  - E. The Board shall support resource sharing among libraries by participating in interlibrary loan services as a borrower and lender of library materials.
  - F. The Board shall comply with any reasonable conditions or restrictions which the District or another participating library imposes with respect to loans of books, materials, or equipment to the station library.
  - G. The Board agrees to reimburse any other participating library for any losses and/or damage to books, materials, or equipment belonging to another participating library or the District, which occur while these items are in the possession and control of the station library.
  - H. The Board's decision to participate in a countywide online system is evidenced by the authorized signature(s) on this Agreement. The Board agrees to utilize the online system for: cataloging, circulation, online shared public access catalog, long-term loan of supplementary Library District materials, if applicable, and other online functions as may be implemented.
  - I. The Board shall insure that the Library Manager (Librarian) and staff understand and are proficient in all functions of the online system that they are responsible for by providing reasonable time for staff to attend training

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

- J. The Board shall require library staff or a representative to attend and participate in at least three of the four quarterly countywide librarians meetings each year.
6. The District will provide the following benefits and support services to the library:
- A. Opportunity to participate in a countywide online system subject to conditions specified in this agreement. Operation of the countywide online system is a Library District function subject to oversight by the Board of Directors of the Library District, who will make final decisions regarding this system.
  - B. Operate the online system continuously, notifying the participating library in advance of any scheduled shutdowns, should any be necessary for maintenance and backup routines.
  - C. Coordination of countywide library development.
  - D. Continuing education opportunities for staff and volunteers.
  - E. Offer regular orientation training on the online system for all new staff at the affiliate libraries, as well as coordinate and oversee special update training for veteran staff.
  - F. Professional assistance and consultation services.
7. The Board and the District acknowledge that the services to be performed have a value to the District and to the Board. In consideration of that value, the District agrees:
- A. To pay the Board an amount not to exceed \$60,950.00 for library services, such amount subject to annual review.
  - B. To distribute this amount in two installments, November 2011, and May 2012.
8. This agreement may be renewed from year to year by mutual agreement of the parties involved.
9. **Legal Arizona Workers Act Compliance**  
The Board hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Board's employment of its employees, and with the requirements of A.R.S. § 23-214 (A)

(together the "State and Federal Immigration Laws"). Board shall further ensure that each subcontractor who performs any work for Board under this contract likewise complies with the State and Federal Immigration Laws.

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

Any breach of Board'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 Board 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, Board shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

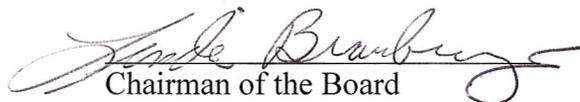
The Board shall advise each subcontractor of District's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with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

10. This agreement contains the entire agreement of the parties with respect to the subject matter hereof and, it may be amended, modified or waived only by an instrument in writing signed by both parties.
11. This agreement may be canceled pursuant to A.R.S. 38-511, the pertinent provisions of which are fully incorporated herein by reference.
12. Either party may terminate this Agreement by giving 30 days' notice to the other. Upon termination of this Agreement by either party, the Board agrees to return to the owner, by the date of termination, any books, materials and equipment belonging to the Library District or other participating library, which had been entrusted to the possession or control of the Board. Conversely, the Library District agrees to deliver to the station library, by the date of termination, any books, materials, and equipment belonging to the station library which had been entrusted to the possession or control of the Library District and to make reasonable, good faith efforts to return to the Board any books, materials and equipment belonging to the library which had been entrusted to the possession or control of another participating library.

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

BOARD OF TONTO BASIN  
PUBLIC LIBRARY

  
Chairman of the Board

GILA COUNTY LIBRARY DISTRICT

\_\_\_\_\_  
Chairman, Board of Directors

ATTEST:

  
Secretary of the Board

ATTEST:

\_\_\_\_\_  
Clerk of the Board

5-26-2011  
Date

\_\_\_\_\_  
Date

The foregoing agreement has been reviewed by the undersigned attorney for the Gila County Library District, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of the State to Gila County.

\_\_\_\_\_  
Chief Deputy County Attorney, Gila County

**GILA COUNTY LIBRARY DISTRICT  
LIBRARY SERVICE AGREEMENT  
JULY 1, 2011 TO JUNE 30, 2012**

This agreement is entered into between the GILA COUNTY LIBRARY DISTRICT, hereinafter referred to as the "District," and the Board of the YOUNG PUBLIC LIBRARY, hereinafter referred to as the "Board" and shall be for a period commencing July 1, 2011 to June 30, 2012.

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

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

WHEREAS, the Board operates and maintains a library and it is the desire of the Board to join the District and to continue as an established station of the District; and

WHEREAS, the parties wish to establish terms and conditions prior to distribution of District tax levied funds to participating boards.

NOW THEREFORE IT IS AGREED by and between the District and the Board as follows:

1. All citizens of the District shall have full use of the library facilities and services.
2. All library materials purchased with District funds by the Board, are the property of the Board.
3. It is understood by both parties that officials, employees and agents of the District remain the sole responsibility of the District. It is further understood that the officials, employees and agents of the Board remain the sole responsibility of the Board.
4. Each party (as "indemnitor") agrees to indemnify, defend and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs or other expenses including reasonable attorney's fees (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are

caused by the act, omission, negligence, misconduct or other fault of the indemnitor, its officers, official agents, employees or volunteers.

5. The Board agrees to the following conditions:
  - A. The Board shall use the District funds to insure the payments of salaries, routine maintenance and upkeep and other necessary expenses of the library, pursuant to ARS 48 - 3901 et seq. Funds will not be used for capital improvement projects or major building repairs without prior approval from the Board of Directors of the Gila County Library District. District funds may not be accumulated from year to year for capital projects. An annual written accounting shall be made to the District describing the manner and use of funds as required by the District.
  - B. Because the Board receives public monies from the District, the Board shall conduct all business meetings in accordance with Arizona Open Meeting Laws, A.R.S. 38-431 et seq.
  - C. The Board shall require that the library maintain a minimum of 24 public service hours each week. These hours may be inclusive of official holidays observed by Gila County.
  - D. The Board shall annually submit to the District the Arizona Public Library Data Report as required by the State Library.
  - E. The Board shall support resource sharing among libraries by participating in interlibrary loan services as a borrower and lender of library materials.
  - F. The Board shall comply with any reasonable conditions or restrictions which the District or another participating library imposes with respect to loans of books, materials, or equipment to the station library.
  - G. The Board agrees to reimburse any other participating library for any losses and/or damage to books, materials, or equipment belonging to another participating library or the District, which occur while these items are in the possession and control of the station library.
  - H. The Board's decision to participate in a countywide online system is evidenced by the authorized signature(s) on this Agreement. The Board agrees to utilize the online system for: cataloging, circulation, online shared public access catalog, long-term loan of supplementary Library District materials, if applicable, and other online functions as may be implemented.
  - I. The Board shall insure that the Library Manager (Librarian) and staff understand and are proficient in all functions of the online system that they are responsible for by providing reasonable time for staff to attend training

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

- J. The Board shall require library staff or a representative to attend and participate in at least three of the four quarterly countywide librarians meetings each year.
6. The District will provide the following benefits and support services to the library:
    - A. Opportunity to participate in a countywide online system subject to conditions specified in this agreement. Operation of the countywide online system is a Library District function subject to oversight by the Board of Directors of the Library District, who will make final decisions regarding this system.
    - B. Operate the online system continuously, notifying the participating library in advance of any scheduled shutdowns, should any be necessary for maintenance and backup routines.
    - C. Coordination of countywide library development.
    - D. Continuing education opportunities for staff and volunteers.
    - E. Offer regular orientation training on the online system for all new staff at the affiliate libraries, as well as coordinate and oversee special update training for veteran staff.
    - F. Professional assistance and consultation services.
  7. The Board and the District acknowledge that the services to be performed have a value to the District and to the Board. In consideration of that value, the District agrees:
    - A. To pay the Board an amount not to exceed \$57,670.00 for library services, such amount subject to annual review.
    - B. To distribute this amount in two installments, November 2011, and May 2012.
  8. This agreement may be renewed from year to year by mutual agreement of the parties involved.
  9. **Legal Arizona Workers Act Compliance**

The Board hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Board's employment of its employees, and with the requirements of A.R.S. § 23-214

(A) (together the "State and Federal Immigration Laws"). Board shall further ensure that each subcontractor who performs any work for Board under this contract likewise complies with the State and Federal Immigration Laws.

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

Any breach of Board'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 Board 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, Board shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

The Board shall advise each subcontractor of District'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 District 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 the Board.

10. This agreement contains the entire agreement of the parties with respect to the subject matter hereof and, it may be amended, modified or waived only by an instrument in writing signed by both parties.
11. This agreement may be canceled pursuant to A.R.S. 38-511, the pertinent provisions of which are fully incorporated herein by reference.
12. Either party may terminate this Agreement by giving 30 days' notice to the other. Upon termination of this Agreement by either party, the Board agrees to return to the owner, by the date of termination, any books, materials and equipment belonging to the Library District or other participating library, which had been entrusted to the possession or control of the Board. Conversely, the Library District agrees to deliver to the station library, by the date of termination, any books, materials, and equipment belonging to the station library which had been entrusted to the possession or control of the Library District and to make reasonable, good faith efforts to return to the Board any books, materials and equipment belonging to the library which had been entrusted to the possession or control of another participating library.

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

BOARD OF YOUNG PUBLIC  
LIBRARY

*Kathleen A. McMahon*  
Chairman of the Board  
for Cindy Peck

ATTEST:

*Patricia J. Meredith*  
Secretary of the Board *Treasurer*

7/15/11  
Date

GILA COUNTY LIBRARY DISTRICT

\_\_\_\_\_  
Chairman, Board of Directors

ATTEST:

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Date

The foregoing agreement has been reviewed by the undersigned attorney for the Gila County Library District, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of the State to Gila County.

\_\_\_\_\_  
Chief Deputy County Attorney, Gila County

**Regular BOS Meeting**

**Date: 08/02/2011**

<u>Submitted For:</u>	Berthan DeNero, Human Resources Director		
<u>Submitted By:</u>	Berthan DeNero, Human Resources		
<u>Department:</u>	Human Resources		
<u>Fiscal Year:</u>	2011 - 2012	<u>Budgeted?:</u>	No
<u>Contract Dates</u>	2010 - 2012		
<u>Begin &amp; End:</u>			
<u>Grant?:</u>	Yes		
<u>Matching</u>	No	<u>Fund?:</u>	New
<u>Requirement?:</u>			
<u>Presenter's Name:</u>	Berthan DeNero		

Information

Request/Subject

Authorization to submit a CPS HR/IPA-HR Innovation Grant for Government Agencies Application

Background Information

CPS HR Consulting and IPMA-HR have formed a partnership to establish a grant program for the encouragement of innovative Human Resources (HR) practices in the public sector. It is the mission of both CPS HR and IPMA-HR to further the discipline through support of personnel programs and initiatives. The purpose of this grant program is to support excellence in HR through recognition contributions to public service that foster quality, fairness, equity, and solutions to organizational needs. The grant will be offered to agencies demonstrating the promotion of such objectives through the implementation and utilization of innovative HR programs. It is the desire of CPS HR/IPMA-HR to offer one \$25,000 grant this year to a qualified applicant.

Evaluation

Recent history shows workplace violence incidents are becoming more common place in today's working environment. One common thread exists in preventing workplace violence; good leadership. Good leadership creates a healthy, productive workplace and can prevent crisis situations. All employees have a right to a workplace where every attempt is made to prevent violence before it happens. The county Workplace Violence policy reflects zero tolerance and it comes with a complete set of disciplinary standards attached.

The HR leaders of the county have an established and effective history of communication and collaboration in order to share with employees, the Board of Supervisors, and Elected Officials, knowledge and resources regarding HR issues of mutual interest and concern and it stresses the necessity to be proactive in preventing workplace violence.

The safety and well-being of all employees is the ultimate responsibility of everyone, and by providing Gila County employees with training and skills in preventing workplace violence, we can increase safety and ensure a sense of well being which can ultimately save lives.

The need for this program is obvious in: the heightened potential for violence presented to employees and the general public, due to prisoners from the county jail being brought to the court house and routed down the halls of the facility for court proceedings. The need is also evident in that there is currently insufficient security at facility entrances and exits. The need for appropriate ongoing workplace violence training and education of new and current employees is vital, as the Gila County HR Department and Board of Supervisors is committed to respectful, service-oriented, and safe workplace practices at all times and under all circumstances for internal and external customers.

Conclusion

The Gila County HR Department proposes to present a mandatory innovative training program to all employees that will include training and education in recognizing, responding, reporting any action/issue that could point to a potential violence issue. On site drills, and role playing scenarios will be incorporated in the training. All training, and activities will be presented at both County facilities in Globe, and in Payson.

Recommendation

It is recommended that the Gila County Board of Supervisors authorize the Gila County HR Department to electronically apply for the \$25,000 CPS HR/IPA-HR Innovation Grant for Government Agencies Application prior to the application deadline of August 5, 2011.

Suggested Motion

Information/Discussion/Action to authorize the Human Resources Department to electronically submit an CPS HR/IPA-HR Innovation Grant for Government Agencies Application in the amount of \$25,000 to help continue the prevention of violence in the workplace within Gila County.

**(Berthan DeNero)**

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Attachments

Link: [Grant Document](#)

Link: [Grant Application](#)

Link: [Grant Letter](#)

Link: [Grant Proposed Budget](#)

Link: [Grant Security Checklist](#)

Link: [Grant WPV Flyer](#)

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**PROJECT TITLE:** “Gila County Human Resources Safe Workplace For All” Program (GCHRSWAP)

**HISTORY:**

Gila County is a county in the central part of the U.S. state of Arizona, and it contains parts of Fort Apache Indian Reservation and San Carlos Indian Reservation.

The county was formed from parts of Maricopa County and Pinal County on February 8, 1881, and the original county seat was in the mining community of Globe City, now Globe, Arizona. The county was named from the Gila River, which forms part of its southern boundary. The US Census, stipulates the population of Gila County in 2010 at 53,597 with a land area of 4,767.70 square miles.

Gila County Government is among the largest employers, within Gila County, with a total of 25 Departments and 720 paid employees. Gila County Administration offices are located in Globe, the county seat, and in Northern Gila County, in Payson.

The county mission statement is: “to provide regional leadership and fiscal responsibility for necessary public services in a healthy, safe community, and to promote and support the wise use of natural resources on public, private and tribal lands”. The county goal is to provide a safe, and healthy working environment and the priority of county leaders is the health and safety of all residents, including county employees.

Recent history shows workplace violence incidents are becoming more common place in today’s working environment. One common thread exists in preventing workplace violence; good leadership. Good leadership creates a healthy, productive workplace and can prevent crisis situations.

The U.S. Bureau of Labor Statistics reports that government employees face an increased risk of workplace violence. The recessionary economy has lead to increased layoffs (from local copper mines, which is our main resource), local businesses closing, and work furlough which provokes added stress on everyone, especially state and local government employees.

**Gila County HR Department Workplace Violence policy is:**

26.1 Policy. It is Gila County’s policy to promote a safe environment for its employees. Gila County is committed to working with its employees to maintain a work environment free from violence, threats of violence, harassment, intimidation, and other disruptive behavior.

26.2 Violence, threats, harassment, intimidation, and other disruptive behavior in the workplace will not be tolerated. All reports of incidents will be taken seriously and will be dealt with appropriately. Such behavior can include oral or written statements, gestures, or expressions that communicate a direct or indirect threat of physical harm. Individuals who commit such acts may be removed from the premises and may be subject to disciplinary action, criminal penalties, or both.

26.3 Reporting. If you observe or experience violent, threatening, harassing, intimidating, or other disruptive behavior by anyone in the workplace, whether he/she is a county employee or not, report it immediately to a supervisor or manager. Supervisors and managers who receive such reports must notify the Personnel Department immediately. The Director will expedite an investigation of the incident and initiate appropriate action.

The Gila County HR Department and the Board of Supervisors believe that all employees have a right to a workplace where every attempt is made to prevent violence before it happens. The county Workplace Violence policy reflects zero tolerance and it comes with a complete set disciplinary standard attached.

The HR leaders of the county have an established and effective history of communication and collaboration in order to share with employees, the Board of Supervisors, and Elected Officials, knowledge and resources regarding HR issues of mutual interest and concern and it stresses the necessity to be proactive in preventing workplace violence.

The safety and well being of all employees is the ultimate responsibility of everyone, and by providing Gila County employees with training and skills in preventing workplace violence, we can increase safety and ensure a sense of well being which can ultimately save lives.

The need for this program is obvious in: the heightened potential for violence presented to employees and the general public, due to prisoners from the county jail being brought to the court house and routed down the halls of the facility for court proceedings. The need is also evident in that there is currently insufficient security at facility entrances and exits. The need for appropriate ongoing workplace violence training and education of new and current employees is vital, as the Gila County HR Department and Board of Supervisors is committed to respectful, service-oriented, and safe workplace practices at all times and under all circumstances for internal and external customers.

**SUMMARY OF OUR PROPOSED INNOVATIVE PROGRAM :**

The Gila County HR Department proposes to present a mandatory innovative training program to all employees that will include training and education in recognizing, responding, reporting any action/issue that could point to a potential violence issue. On site drills, and role playing scenarios will be incorporated in the training. All training, and activities will be presented at both county facilities in Globe, and in Payson.

An annual event involving all county employees will be presented at the County Fair Grounds. This event will be fun, interactive, informative and educational. This event will be called the "Gila County Violence Prevention Roundup", and it will feature guest speakers from law enforcement. A variety of "program specific" skits utilizing county employees will be presented using humor, but stressing and focusing on workplace violence issues and the appropriate responses to them. Prizes will be awarded to the skits that best "get the workplace violence message" across.

In anticipation of presenting this application for funding, the HR Department has already secured the approval of the Board of Supervisors in making this program mandatory for all county employees.

Our violence response procedure will also be utilized and explained in the training. Training classes on Preventing and Managing Crisis Situations (PMCS), and Strategies for Crisis Intervention and Prevention (SCIP) will also be components of the training module. Other Training provided will include but not be limited to:

- Education in how to assess work environment, and recognize warning signs
- Techniques for recognizing the potential for violence
- Procedures, policies and work environment arrangements developed to control the risk to workers
- The appropriate response to incidents
- How to obtain assistance and follow-up
- Procedures for reporting, investigating and documenting incidents
- Interactive, participatory training sessions incorporating “role playing” activities
- Behavior escalation levels and early warning signs
- Verbal and nonverbal de-escalation strategies
- Effective listening skills
- Specific human factors that influence behavior during crisis moments
- Specific staff debriefing strategies

Some training and education components will be facilitated by the Gila County Critical Incident Response Team (CIRT), who are fully trained personnel in incident response, and emergency events.

This program will serve all Gila County Employees, Elected Officials, Board of Supervisors and the general public.

The program start date is anticipated to be: November 01, 2011

The HR Department plans to form committees’ who will focus on risk assessment, needs assessment, prevention and response, data dissemination and follow up. These committees will consist of a minimum of 8 staff each committee, who will focus on the above mentioned components and they will work closely with HR to ensure program success and effectiveness. The committee’s will consist of representatives from management; employee assistance, frontline employees, legal counsel and HR.

**CURRENT ISSUES/CONCERNS/CHALLENGES:**

- Funding to facilitate planned activities and trainings: While a small amount of General Fund monies will be allowed for the initial phase of our program, additional monies are required to fully implement this necessary and vitally important program.

- Limited security for departments
- Lack of sufficient state of the art electronic security devices such as: close circuit cameras, distress alarms, and scanners.

**BENEFITS AND OUTCOMES:**

The benefits and outcomes we expect will be fewer incidents of violence, reduced complaints and disruptive incidents, lowered risk of injury, improved workplace relations, and reduced exposure to liability. We will have a workforce who are educated regarding all aspects of workplace violence, and who have skills and knowledge necessary to effectively avert or manage any threat of violence. We will have a workforce that promotes respect, and who will work to establish and maintain a safer, healthier and more productive working environment for all. The process of prevention, preparation, and responding will be ongoing involving a. assessment, b. communication, c. training, and d. follow up supported by our policies and procedures.

**INTENDED RESULTS/OUTCOMES:**

Our goal is to provide training and education to employees that will enable them to be able to readily recognize actions that could trigger violence, to utilize effective ways to deal with such indicators and avoid, minimize or alleviate those actions. We also want to ensure that employees are familiar with the Gila County policy regarding workplace violence, be responsible for securing their own workplace, be responsible for reporting any overt or perceived overt actions, we expect staff to be educated regarding proper procedures and be effective in dealing with threats or emergencies and to perpetuate an environment that is safe, secure, productive, and that provides peace of mind, and well being.

The proposed program is linked to the Gila County goals and strategies in that the goals include “Assure that Gila County is a safe, healthy and attractive place in which to live, work and play”, and included in the strategies are, “develop training, processes, and procedures for a critical response team to handle work place violence, pursue strategies to address prevention and incident response throughout Gila County by ensuring the adequate location of personnel and resources”, and “develop safety screening procedures and equipment in the courts”, to name only a few. **See Attachment A**

Recordkeeping is an essential element of a workplace violence prevention program, and we utilize a database that provides information that is necessary to conduct risk analysis, identify training needs, and provide program evaluation. Program effectiveness and success will be measured by collecting and reviewing information gleaned from our program database records. Some of the records contained in this database are:

- |                                                             |                         |
|-------------------------------------------------------------|-------------------------|
| • An OSHA log                                               | Training Records        |
| • Incidents of assaults                                     | Employee questionnaires |
| • Incidents of abuse, verbal attacks or aggressive behavior | Insurance records       |
|                                                             | Workers’ Comp records   |

- Minutes of safety meetings

Medical Records

By utilizing the information retrieved from the data base we can monitor effectiveness, track on- going efforts, and determine where improvements can be made or identify any/specific additional training needs. In addition, surveys will be distributed to employees to identify or confirm the need for additional safety measures. These surveys will be reviewed, at a minimum of quarterly or as the need arises; and the results will be analyzed to improve overall content.

**ADDITIONAL FUNDING:**

Supplementary funding is not currently available, however the HR Department continues to seek additional grant funding, and intends to request that the Board of Supervisors allocate additional funding to the department, in the effort to enhance, and perpetuate the program, and to expand it in the future, to include purchasing equipment and materials to provide magnetometers, distress alarms, close circuit cameras, and card readers.

**PUBLICITY PLAN:**

The Gila County HR Department intends to present and promote the program on the county web site and to make presentations to the BOS to promote the program. Program reports will also be provided to the Board of Supervisors and will be posted on the web site.

**PROGRAM BUDGET:**

**ATTACHMENTS:**

- A. Strategic Plan
- B. Program Brochure
- C. Program Budget
- D. Employee Survey



**THE CPS HR/IPMA-HR GRANT APPLICATION**  
**“HR Innovations in the Public Sector”**

**Please fill in the following information, and attach to your proposal. Please mail or email (email is preferable) by August 5, 2011 to:**

CPS HR Consulting  
Attn: Teresa Howard  
241 Lathrop Way  
Sacramento, CA 95815  
teresa@cps.ca.gov  
(916) 471-3462 Phone  
(916) 561-7262 Fax

Email submissions are strongly encouraged. If using mail, include an electronic copy on a CD or flash drive.

**Personal Data**

Name Ms. Berthan DeNero

Title Human Resources Director

Agency Gila County

Size of Jurisdiction (Number of Employees) 720

Address 1400 Ash Street

Address 2 \_\_\_\_\_

City Globe State AZ Zip Code 85501

Telephone Number 928-425-3231 Ext. 8722

Fax 928-402-4252

Email bdenero@co.gila.az.us

Web Address www.gilacounty.gov

Proposal Title **Gila County Human Resources Safe Workplace For All Program**

Berthan DeNero, SPHR  
Human Resources Director  
[bdenerol@co.gila.az.us](mailto:bdenerol@co.gila.az.us)  
Ext. 8722

Erica Raymond  
Human Resources Assistant  
[eraymond@co.gila.az.us](mailto:eraymond@co.gila.az.us)  
Ext. 4253



Juley D. Bocardo-Homan  
Deputy Human Resources Director  
[jbocardo@co.gila.az.us](mailto:jbocardo@co.gila.az.us)  
Ext. 8724

Angelo Cutter  
Human Resources Assistant Senior  
[acutter@co.gila.az.us](mailto:acutter@co.gila.az.us)  
Ext. 8723

## **Gila County Human Resources Department**

### **Risk Management**

**1400 E. Ash Street, Globe, AZ 85501  
(928) 425-3231/TDD 7-1-1**

July 11, 2011

CPS HR Consulting  
Attn: Teresa Howard  
241 Lathrop Way  
Sacramento, CA 95815

RE: CPS HR/IPMA-HR \$25,000 Grant

Dear Ms. Howard:

I want to introduce myself and say thank you for this opportunity to apply for the grant that CPS HR/IPMA-HR is offering to Gila County.

My name is Berthan "Birdie" DeNero and I have worked for Gila County for four years. Throughout my four years of employment with Gila County I have noticed that Gila County could increase their safety efforts. I have 25 years HR experience and many of those years working with different Prevention of Violence in the Workplace programs. With this grant I would assist Gila County to fulfill an organizational need. This grant would allow Gila County to continue with its efforts to provide a safe and secure workplace.

Attached please find Gila County's application for the \$25,000.00 grant offered by CPS HR and IPMA-HR. It includes all of the required documentation.

Thanks once again thank you for your consideration.

Respectfully Submitted,

Birdie DeNero, MAOM, SPHR  
HR Director – Gila County

## Proposed Budget for the Gila County HR Safe Workplace For All Program (GCHRSWAP)

<b>OPERATIONAL:</b>	<b>Cost</b>	<b>Target Date</b>
Activate critical duress alarms 7 phones, 5 superior court, 2 JP court	\$ 4,200.00	Aug-11
Improve the lighting in parking lot	Done	Done
Install office safes for money storage	\$ 250.00	Sep-11
Perform daily sweeps of the courthouse	Minimal	Continuous
Sheriff's Office conducts exterior patrols when building is closed	Minimal	Continuous
Remove all items that could be used as a weapon in court room	Minimal	Aug-11
Activate critical duress alarms 2 accessible location in courtrooms	\$ 2,400.00	Oct-11
Install locks on 6 doors on 3rd floor	\$ 600.00	Oct-11
Activate duress alarms Clerk of the Court Office Court Admin and in the STAR's offices and County Attorney's Office (7)	\$ 4,200.00	Oct-11
<b>Gila County General Fund</b>	<b>\$ 11,650.00</b>	
Judges should notify GCSO for escort	Minimal	As Needed
Keep cash/checks locked up in a safe or drawer	Minimal	Continuous
Develop protocol with regard to mail and packages	Minimal	Sep-11
Develop cash handling policies/procedures and train staff	Minimal	Sep-11
Change combinations of a safe/vault regularly	Minimal	Quarterly
Restrict public to public areas	Minimal	Sep-11
Lock doors as needed	Minimal	Continuous
Determine the best circulation zones for court staff and judges	Minimal	Sep-11
Create a calendar of external use of the courthouse	Minimal	Sep-11
Have all employees wear their identification badges	Minimal	Continuous
Provide jurors with court security information	Minimal	Oct-11
Use BOS Hearing Room as a jury assembly room for orientation	Minimal	Aug-11
Orientation for jurors should include basic evacuation instructions	Minimal	Aug-11
		Aug-11
<b>TRAINING:</b>		
"The Prevention of Workplace Violence" class mandatory	Minimal	Aug-11
Train critical staff regarding safety and the use of duress alarms	Minimal	Aug-11
Train critical staff on what is an incident	Minimal	Aug-11
<b>EQUIPMENT:</b>		
Wands 2	\$ 600.00	Jan-12
Magnetometer	\$ 5,000.00	Jan-12
Closed Circuit TV, 13 cameras	\$ 17,550.00	Jan-12
Recording capacity	\$ 4,000.00	Jan-12
Flat-screen monitor 17-inch 4	\$ 2,400.00	Jan-12
<b>Proposed Grant Funding</b>	<b>\$ 29,550.00</b>	

Minimal Cost would be paid for out of the Gila County budget. These items can and will be done by existing employees and within the current budget.

# Workplace Security Checklists

Facility: \_\_\_\_\_  
Address/Work Location: \_\_\_\_\_  
Assessment Done By: \_\_\_\_\_  
Date of Assessment: \_\_\_\_\_

## Security Control Plan

Has a Security Control Plan been developed? Yes \_\_\_ No \_\_\_  
If yes, is it in writing? Yes \_\_\_ No \_\_\_  
If yes, does it include?  
A. A Policy Statement Yes \_\_\_ No \_\_\_  
B. Evaluation of work areas Yes \_\_\_ No \_\_\_  
C. Identification of control methods considered:  
1. Engineering Controls Yes \_\_\_ No \_\_\_  
2. Work Practice Controls Yes \_\_\_ No \_\_\_  
D. Training Yes \_\_\_ No \_\_\_  
E. Evacuation and Floor Plan Yes \_\_\_ No \_\_\_  
  
Is the Security Control Plan accessible to all employees? Yes \_\_\_ No \_\_\_  
Is the Security Control Plan reviewed and updated when a task  
has been added or changed and at least annually? Yes \_\_\_ No \_\_\_  
Have you coordinated your Security Control Plan with the  
local law enforcement agency? Yes \_\_\_ No \_\_\_

### A. Policy Statement

Is the Workplace Violence Policy statement clearly written?  
Yes \_\_\_ No \_\_\_

### B. Work Area Evaluation

Are all areas being evaluated? Yes \_\_\_ No \_\_\_  
If no, which ones are not? Comments:  
\_\_\_\_\_  
\_\_\_\_\_

## C. Control Measures

### 1. Engineering Controls

If appropriate, have the following engineering controls been implemented:

A. Door control(s) Yes \_\_\_ No \_\_\_  
B. Panic buttons Yes \_\_\_ No \_\_\_  
C. Door detectors Yes \_\_\_ No \_\_\_  
E. Closed circuit Yes \_\_\_ No \_\_\_  
F. Stationary metal detector Yes \_\_\_ No \_\_\_  
G. Sound detection Yes \_\_\_ No \_\_\_  
H. Intrusion panel Yes \_\_\_ No \_\_\_  
I. Monitors Yes \_\_\_ No \_\_\_  
J. Video tape recorder Yes \_\_\_ No \_\_\_  
K. Switcher Yes \_\_\_ No \_\_\_  
L. Hand-held metal detector Yes \_\_\_ No \_\_\_

M. Other \_\_\_\_\_

Have structural modifications (e.g. Plexiglas, partitions, etc.) been implemented?

Yes \_\_\_ No \_\_\_

If yes, comment, if no, what is needed?

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**2. Work Practice Controls:**

If appropriate, have the following work practice controls been implemented:

- A. Desk clear of objects Yes \_\_\_ No \_\_\_
- B. Unobstructed office exits Yes \_\_\_ No \_\_\_
- C. Bare cubicles available Yes \_\_\_ No \_\_\_
- D. Reception area available Yes \_\_\_ No \_\_\_
- E. Visitor/client sign in/out Yes \_\_\_ No \_\_\_
- F. Visitor(s)/client(s) escorted Yes \_\_\_ No \_\_\_
- G. Counter top to separate clients from work area Yes \_\_\_ No \_\_\_
- H. One entrance used Yes \_\_\_ No \_\_\_
- I. Separate interview area(s) Yes \_\_\_ No \_\_\_
- J. I. D. badges used Yes \_\_\_ No \_\_\_
- K. Emergency phone numbers posted Yes \_\_\_ No \_\_\_
- L. Internal phone system Yes \_\_\_ No \_\_\_
- M. If yes, indicate:
  - a. Does it use 120 VAC building lines? Yes \_\_\_ No \_\_\_
  - b. Does it use phone lines? Yes \_\_\_ No \_\_\_
- N. Internal procedures for conflict (problem) situations Yes \_\_\_ No \_\_\_
- O. Parking lot well lighted Yes \_\_\_ No \_\_\_
- P. Other

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Are Security Guards used at this facility?

Yes \_\_\_ No \_\_\_

If yes, how many \_\_\_\_\_

A. At entrance(s) Yes \_\_\_ No \_\_\_

B. Building patrol Yes \_\_\_ No \_\_\_

C. Are they from a contracted security agency? Yes \_\_\_ No \_\_\_

If no, has consideration been given to the local law enforcement response capability? Yes \_\_\_ No \_\_\_

Comments: \_\_\_\_\_

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## Workplace Violence Prevention Training

Has training been conducted? Yes \_\_\_ No \_\_\_

If yes, is it provided?

1. Prior to initial assignment Yes \_\_\_ No \_\_\_

2. Annually thereafter Yes \_\_\_ No \_\_\_

Does training include:

A. Components of security control plan Yes \_\_\_ No \_\_\_

B. Engineering controls instituted at the workplace Yes \_\_\_ No \_\_\_

C. Work practice controls instituted at the workplace Yes \_\_\_ No \_\_\_

D. Techniques to use in potentially volatile situations Yes \_\_\_ No \_\_\_

E. How to anticipate/read behavior Yes \_\_\_ No \_\_\_

F. Procedures to follow after an incident Yes \_\_\_ No \_\_\_

G. Periodic refresher for on site procedures Yes \_\_\_ No \_\_\_

H. Recognizing substance abuse/paraphernalia Yes \_\_\_ No \_\_\_

I. Opportunity for Q&A with instructor Yes \_\_\_ No \_\_\_

Are training records kept? Yes \_\_\_ No \_\_\_

## Floor Plan, Evacuation Plan

Are emergency evacuation plans current? Yes \_\_\_ No \_\_\_

Are floor plans posted showing exits, entrances,  
location of security equipment, etc? Yes \_\_\_ No \_\_\_

Are emergency evacuation drills conducted annually? Yes \_\_\_ No \_\_\_

## Conclusions:

Do employees feel safe? Yes \_\_\_ No \_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Comments and Recommendations based on this evaluation:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## EMPLOYEE SECURITY SURVEY

This survey will help detect Security Problems in your building or at an alternate worksite.

Please fill out this form, get your co-workers to fill it out and review it to see where the potential for major security problems lie.

NAME: \_\_\_\_\_

WORK LOCATION: \_\_\_\_\_  
(IN BUILDING OR ALTERNATE WORKSITE)

1. Do either of these two conditions exist in your building or at your alternate work site?

- Work alone during working hours.  
 No notification given to anyone when you finish work.

Are these conditions a problem? If so when, please describe. (For example, Mondays, evening, daylight savings time)

2. Do you have any of the following complaints (that may be associated with causing an unsafe worksite)?  
(Check all that apply)

- Does your work place have a written policy to follow for addressing general problems?  
 Does your work place have a written policy on how to handle a violent client  
 When and how to request the assistance of a co-worker  
 When and how to request the assistance of police  
 What to do about a verbal threat  
 What to do about a threat of violence  
 What to do about harassment  
 Working alone  
 Alarm System(s)  
 Security in and out of building  
 Security in parking lot  
 Have you been assaulted by a co-worker?  
 To your knowledge have incidents of violence ever occurred between your co-workers?
-

3. Are violence related incidents worse during shift work, on the road or in other situations.

Please specify: \_\_\_\_\_

4. Where in the building or worksite would a violence related incident most likely to occur?

lounge     exits     deliveries     private offices

parking lot     bathroom     entrance     Other

Other (specify) \_\_\_\_\_

5. Have you ever noticed a situation that could lead to a violent incident?
6. Have you missed work because of a potential violent act(s) committed during your course of employment?
7. Do you receive workplace violence related training or assistance of any kind?
8. Has anything happened recently at your worksite that could have lead to violence?
9. Can you comment about the situation?
10. Has the number of violent clients increased?
-

# The Need for Violence Awareness in the Workplace

The U.S. Bureau of Labor Statistics reports that government employees face an increased risk of workplace violence.

The local recessionary economy's has led to increased layoffs, local businesses closing and work furlough which provokes added stress on everyone, especially state and local government employees.



# Gila County



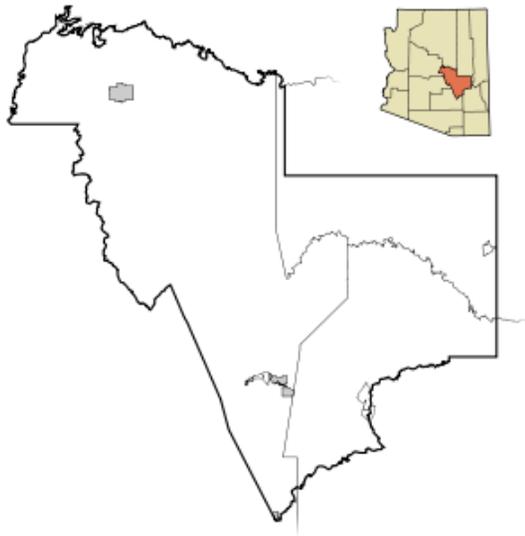
Gila County  
1400 E. Ash St.  
Globe, AZ 85501  
(928)425-3231  
[www.gilacountyaz.gov](http://www.gilacountyaz.gov)

Prevention of  
Workplace  
Violence

## Overview of Gila County

Gila County was established in 1881 from parts of Maricopa and Pinal County. Major cities/communities include Globe, Hayden, Miami, Payson, Pine/Strawberry, San Carlos Apache Reservation, Star Valley, Winkelman and Young.

Gila County Government is among the largest employers within Gila County. There are 25 Departments with 720 paid employees.



## Gila County's Policy on Workplace Violence

It is Gila County's policy to promote a safe environment for its employees. Gila County is committed to working with its employees to maintain a work environment free from violence, threats of violence, harassment, intimidation, and other disruptive behavior.

The safety and well-being of all employees is the ultimate responsibility of everyone, and by providing Gila County employees with training and skills in preventing workplace violence, we can increase safety and ensure a sense of well-being which can ultimately save lives.

## Training Courses to be Offered

- Education in how to assess work environment, and recognize warning signs
- Techniques for recognizing the potential for violence
- Procedures, policies and work environment arrangements developed to control the risk to workers
- The appropriate response to incidents
- How to obtain assistance and follow-up
- Procedures for reporting, investigating and documenting incidents
- Interactive, participatory training sessions incorporating "role playing" activities
- Behavior escalation levels and early warning signs
- Verbal and nonverbal de-escalation strategies
- Effective listening skills
- Specific human factors that influence behavior during crisis moments
- Specific staff debriefing strategies

**ARF-692**

**Regular Agenda Item Item #: 4- C**

**Regular BOS Meeting**

**Date: 08/02/2011**

Submitted For: Shane Stuler, Environmental Health Manager  
Submitted By: Shane Stuler, Health & Emergency Services Division  
Department: Health & Emergency Services Division Division: Health Services  
Fiscal Year: 2011 Budgeted?: No  
Contract Dates 8/5/2011-7/1/2012  
Begin & End:  
Grant?: Yes  
Matching No Fund?: New  
Requirement?:  
Presenter's Name: Michael O'Driscoll

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Information

Request/Subject

Pacific Region Retail Food Cooperative Programs Application for Voluntary Retail Food Regulatory Program Standards Funding

Background Information

The Gila County Health and Emergency Services Division is currently enrolled in the Voluntary National Retail Food Regulatory Program Standards. This enrollment helps to provide standardized food education to both staff and public eating establishments that conforms to the rest of the nation. This provides information for us to be more uniform in our methods of inspecting food establishments.

Evaluation

This funding opportunity was available until July 15, 2011. As the next Board of Supervisors' meeting was not scheduled until July 20th, permission was obtained from the County Manager and the Chief Deputy County Attorney to electronically submit the application by July 15th.

By receiving this funding it will allow the Health and Emergency Services Division to further pursue participation in the Voluntary National Retail Food Regulatory Program Standards thus enabling us to improve our services to our County residence and visitors.

Conclusion

To comply with County policies and procedures, this application is being presented to the Board of Supervisors for ratification of its approval to electronically submit said application.

Recommendation

The Health and Emergency Services Division recommends that the Board of Supervisors ratify its approval regarding the electronic submission of an Application for Voluntary Retail Food Regulatory Program Standards funding in the amount of \$2,500 to the Food and Drug Administration.

Suggested Motion

Information/Discussion/Action to ratify the Board of Supervisors' approval for the Health and Emergency Services Division's submittal of a Pacific Region Retail Food Cooperative Programs Application for Voluntary Retail Food Regulatory Program Standards funding in the amount of \$2,500 to the Food and Drug Administration. **(Michael O'Driscoll)**

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Attachments

Link: Funding Uses

Link: Application

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DEPARTMENT OF HEALTH AND HUMAN SERVICES

Food and Drug Administration  
Pacific Region  
1301 Clay Street  
Suite 1180-N  
Oakland, CA 94612-5217

Telephone: 510-637-3960  
FAX: 510-637-3976

OK  
7/8/11

June 7, 2011

Dear Program Standards Participants:

This year the Food and Drug Administration Retail Food Program has again received funding for use by jurisdictions participating in the Voluntary National Retail Food Regulatory Program Standards. Funds up to a maximum of \$2,500.00 may be given to an individual jurisdiction

### WHAT CAN THE MONEY BE USED FOR?

As examples, the money maybe used for any of the following activities:

1. Completing an Intervention for a foodborne illness risk factor determined to be a priority within your jurisdiction. Establishing it as a priority can be based on the findings of your Risk Factor Study, inspection data, or other reliable methods. The funding proposal must contain the following three components:
  - a. Identification of a priority Risk Factor.
  - b. A clear, understandable, substantive intervention strategy designed to obtain managerial control of the identified risk factor.
  - c. A plan for assessing the effectiveness of the strategy on reducing the occurrence of the risk factor.
2. Completing an initial self-assessment for new enrollees.
3. Completing a Risk Factor Study. Plan includes some idea of what you plan to do with the data and what type of interventions might be put in place once the Study is complete?
4. Collaborative request submittals by several jurisdictions that are working together to achieve a standard or putting a specific infrastructure in place to support their program.
5. Completing Milestones Necessary to Meet a Standard.
6. Completing a Second Self-Assessment.
7. Equipment purchases by FDA for a maximum of **\$2,000** directly related to achievement of the Program Standards, such as items listed in Standard 8 or a targeted intervention strategy related to an individual Standard or reduction of the occurrence of foodborne illness risk factors.
8. Travel using FDA's GOV TRIP system to meetings/conferences/training that directly support the Program Standards requirements, such as training for Standard 2. **Please note that all travel needs to be completed by SEPT 30, 2011 and cannot be used for a meeting that receives an FDA Small Conference Grant.** At this time the Pacific Regional Seminar/WAFDO Conference has an FDA Small Conference Grant application pending approval.

**PACIFIC REGION RETAIL FOOD COOPERATIVE PROGRAMS**  
**APPLICATION FOR VOLUNTARY**  
**RETAIL FOOD REGULATORY PROGRAM STANDARDS FUNDING**

**APPLICATION IS DUE JULY 15, 2011**

1. Please provide a brief description of your jurisdiction's proposed initiatives and how you plan are to use the Program Standards funding.

Gila County Division of Health and Emergency Services would use the funding to complete an initial self-assessment of its retail food program, using the FDA *Voluntary National Retail Food Regulatory Program, Standards* by July of 2012.

2. Name and Title of the official who will sign the Purchase Order and be Responsible for delivery of the Summary Report:  
\_Michael A. Pastor, Chairman of the Board of Supervisors for Gila County (or current Chairman of the Board) will be the person responsible for signing the Purchase Order. Shane Stuler, Environmental Health Manager, will be responsible for delivery of the Summary Report.

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3. Mailing Address for Responsible Official if different from Question One above.  
Gila County Division of Health and Emergency Services , C/O Shane Stuler, 107 W. Frontier Rd, Ste A, Payson, AZ, 85541  
Michael Pastor Phone Number: (928) 402-8753  
Shane Stuler Phone Number: (928) 474-1210

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4. Financial Administrative Information

Tax Payer ID: 866000444\_\_\_\_\_

DUNS # (please check with your fiscal management for this): \_959668393\_\_\_\_\_\*

*\*A check will be issued to the account you have registered with the **Central Contractor Registration**. All entities from which FDA purchases goods must register with CCR. The registration is simple and can be done at <http://www.ccr.gov/> Check with your accounting office to determine whether your department may already be registered and to obtain other information necessary to register such as your department's DUNS number."*

Visa payments accepted:      yes\_\_\_\_\_                      no \_\_\_X\_\_\_

5. If all ready enrolled in the Standards, what date did you enroll?

Yes, we have been enrolled since 12/11/2006.

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6. Have you conducted a Self-Assessment? If so, what was the date of your Self-Assessment?

No

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7. Have you had an Audit completed of the Standards you met? If so, what was the date of your Audit?

No

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8. What Standards do you meet?

None

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9. Have you conducted a Risk Factor Study? If so have you developed an intervention based on your findings?

No

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***PLEASE SUBMIT YOUR APPLICATION ELECTRONICALLY TO  
YOUR RETAIL FOOD SPECIALIST***

- ✓ John Marcello:     [john.marcello@fda.hhs.gov](mailto:john.marcello@fda.hhs.gov)     (480) 829-7396 xt. 35
- ✓ Richard Ramirez:   [richard.ramirez@fda.hhs.gov](mailto:richard.ramirez@fda.hhs.gov)   (949) 608-4475
- ✓ Lisa Whitlock:     [lisa.whitlock@fda.hhs.gov](mailto:lisa.whitlock@fda.hhs.gov)     (510) 637-3960 ext. 127
- ✓ Katey Kennedy:     [katey.kennedy@fda.hhs.gov](mailto:katey.kennedy@fda.hhs.gov)     (503) 671-9711 ext 16
- ✓ Brad Tufto:         [brad.tufto@fda.hhs.gov](mailto:brad.tufto@fda.hhs.gov)         (509) 353-2554
- ✓ Sharon Ferguson    [sharon.ferguson@fda.hhs.gov](mailto:sharon.ferguson@fda.hhs.gov)   (206) 553-7001 ext 41

IN WITNESS WHEREOF, the parties hereto have agreed to ratify the application for funding from the Food and Drug Administration to complete the initial self-assessment in the Voluntary National Retail Food Regulatory Program, Standards by July 2012.

By: \_\_\_\_\_

Name: Michael A. Pastor

Title: Chairman of the Board of Supervisors

ATTEST

By: \_\_\_\_\_

Name: Marian Sheppard

Title: Chief Deputy Clerk, Gila County

APPROVED AS TO FORM

By: \_\_\_\_\_

Name: Bryan B. Chambers

Title: Chief Deputy County Attorney

For: Daisy Flores, Gila County Attorney







**RESOLUTION NO. 11-08-07**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA, IN SUPPORT OF ARIZONA FOREST RESTORATION PRODUCTS' BID TO SECURE A LARGE-SCALE RESTORATION CONTRACT THROUGH THE FOUR FOREST RESTORATION INITIATIVE.**

**WHEREAS**, Gila County has experienced degraded forest and watershed health conditions over the past several decades, most significantly represented by large, unnaturally severe fires; and

**WHEREAS**, accelerated landscape-scale, consensus-based, industry-supported community protection, forest restoration, and fire management activities such as those proposed in the Four Forest Restoration Initiative (4FRI) will enhance the ecological and economic health of northern Arizona's forests and provide innumerable benefits to northern Arizona's communities, including protection from unnaturally severe wildfires, as well as jobs and sustained economic revenue; and

**WHEREAS**, Gila County has consistently supported the 4FRI, and advocated for awarding contracts to appropriately-scaled industries to help implement restoration activities in a cost-effective and job-creating manner; and

**WHEREAS**, Gila County has previously supported Arizona Forest Restoration Products Inc. (AZFRP) as a potential bidder for a large-scale restoration contract awarded through the 4FRI; and

**WHEREAS**, AZFRP has shown that it has met criteria for industry partner success previously outlined by several northern Arizona counties, as well as Governor Jan Brewer, including being an Arizona company that is capable of implementing restoration that meets collaboratively-defined ecological goals, is appropriately-scaled, able to substantially offset restoration treatment costs, able to create substantial jobs, and has a proven collaborative track record; and

**WHEREAS**, AZFRP has played a critical role in the emergence of a broad consensus about the role of industry in landscape scale restoration, the creation and development of the 4FRI, the resolution of critical policy issues such as the Cancellation Ceiling, the creation of a vast network of political and financial support for the 4FRI, locally, regionally and nationally, the development of an unprecedented social license in northern Arizona, and is expected to continue to play such a critically important role during the implementation of the 4FRI; and

**WHEREAS**, Gila County recognizes the critical importance of awarding a restoration contract to an industry partner that has a demonstrated economically viable business model that deploys proven technologies in proven markets and that can successfully implement landscape-scale restoration work over the coming 20 years.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Gila County expresses its support for Arizona Forest Restoration Products Inc. as a trusted industry partner in its bid for one large-scale, long-term restoration contract totaling 30,000 acres per year over the next 10 years, and requests that the U.S. Forest Service give diligent consideration to Arizona Forest Restoration Products' application to be awarded such contracts through the Four Forest Restoration Initiative AG-8371-S-11-0031.

**PASSED AND ADOPTED** this 2<sup>nd</sup> day of August 2011, at Globe, Gila County, Arizona

Attest:

**GILA COUNTY BOARD OF SUPERVISORS**

\_\_\_\_\_  
Marian Sheppard  
Chief Deputy Clerk of the Board

\_\_\_\_\_  
Michael A. Pastor, Chairman

Approved as to form:

\_\_\_\_\_  
Bryan Chambers  
Chief Deputy County Attorney

**ARF-730**

**Regular Agenda Item Item #: 4- E**

**Regular BOS Meeting**

**Date: 08/02/2011**

Submitted For: Don McDaniel Jr., County Manager      Submitted By: Marian Sheppard, Clerk of the Board of Supervisors

Department: County Manager

Fiscal Year: 2010-2011      Budgeted?: No

Contract Dates ending June 30, 2012

Begin & End:

Grant?: No

Matching No      Fund?: Renewal

Requirement?:

Presenter's Name: Don McDaniel

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Information

Request/Subject

Approval of an Intergovernmental Agreement-Rabies Animal Control Grant with the Town of Payson.

Background Information

Town of Payson Mayor Kenny Evans has requested a one-time financial grant for the Town of Payson's (Town) rabies and animal control operation.

The Town has for some time operated the rabies and animal control function within the Town limits. While rabies and animal control is a statutory requirement of Gila County (County) in both the unincorporated as well as the incorporated portions of the County, it is permissible and the Town has elected to fund and perform this function. There is no record of the County assisting the Town financially to perform this function in the past.

Evaluation

One option available to the Town, if the County is unable to provide this grant, is to discontinue its animal control operation and allow the County to assume the responsibility. Staff has completed an evaluation of the additional costs to the County if this were to happen and it is attached as "Payson Animal Control Costs". The estimated annual cost is approximately \$132,000 to take over this function. We do not have sufficient information from the Town to determine whether or not the \$135,000 will completely offset the cost of their animal control operation.

A one-time payment of \$135,000 to assist the Town in continuing this operation is probably the best financial alternative at this time. If the County assumed this responsibility within the corporate limits of Payson, it would be an ongoing cost of about \$132,000 per year.

Conclusion

While economies of scale would probably come into play and make the cost of providing rabies and animal control services in Payson less expensive if the County took it over, the Town has successfully performed the service for a number of years and should continue per the Town's request.

Recommendation

Staff recommends that the attached Intergovernmental Agreement granting a one-time payment of \$135,000 from Gila County to the Town of Payson for the purpose of funding the Town's rabies and animal control program be approved.

Suggested Motion

Information/Discussion/Action to approve an Intergovernmental Agreement between Gila County and the Town of Payson whereby the County will disburse a one-time grant of \$135,000 to the Town to financially assist in the operation of the Town's rabies and animal control responsibilities. **(Don McDaniel)**

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Attachments

Link: [IGA-Rabies Animal Control Grant with Town of Payson](#)

Link: [Payson Animal Control Costs](#)

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INTERGOVERNMENTAL AGREEMENT  
RABIES ANIMAL CONTROL GRANT  
GILA COUNTY  
AND  
TOWN OF PAYSON

THIS AGREEMENT is made and entered into effective the 2<sup>nd</sup> day of August 2011, by and between **GILA COUNTY**, an Arizona Municipal Corporation, hereinafter referred to as “County”, and the **TOWN OF PAYSON**, an Arizona Municipal Corporation, hereinafter referred to as “Town”, for a one-time grant from the County to assist the Town with its rabies and animal control responsibilities.

**RECITALS**

The Mayor of the Town of Payson has requested and the Gila County Board of Supervisors hereby agrees to provide funding in the form of a one-time grant to the Town to supplement the funding of the Town’s rabies and animal control program.

**SCOPE**

It is the intent of the County to provide \$135,000 in a one-time payment to the Town to cover the costs of administering the Town’s rabies and animal control program within the Town limits. The Town has for a number of years performed this function within the Town limits and wishes to continue doing so.

**NOW THEREFORE**, for and in consideration of the mutual covenants and agreements contained herein, it is agreed as follows:

1. The County will contribute the sum of \$135,000 to the Town for rabies and animal control operations within the Town limits.
2. The Town will perform all necessary and usual functions of a statutorily required rabies animal control program within the Town through June 30, 2012.
3. The Town agrees that the entirety of the \$135,000 will be used solely to fund the rabies and animal control operations of the Town.

4. The Town shall, prior to the issuance of the check by the County, submit to the County a copy of its Council approved 2012 Budget with sufficient line item detail to identify specifically where the funds are to be used.
5. The Town agrees to use all of the aforementioned funds by June 30, 2012, and further, to return to the County any funds not used for rabies and animal control.
6. The Town agrees to provide the County with an expenditure accounting of the \$135,000 as of June 30, 2012, by August 31, 2012, for the County fiscal year end.
7. The Town agrees to indemnify, defend and hold harmless the County in any and all suits, actions, causes, or other claims against the Town as a result of the Town's use of the funds and its performance of the rabies and animal control operations.
8. If at any time during the term of this agreement, or within twenty-four months thereafter, the Town should receive a claim of any nature in which a person or persons allege a violation of the law or allege injuries or damages as result of the operations of the rabies and animal control function in the Town, the Town shall immediately notify the County Attorney and the Chief Deputy Clerk of the Board of Supervisors and provide all information requested concerning the claim.
9. The County and the Town both agree that the County will acquire no title or other real or personal property interest in any of the Town's buildings, vehicles or equipment and that the Town is solely responsible for the Town's rabies and animal control operation.
10. The County and the Town agree that both parties have established budgets sufficient to allow them to complete their responsibilities under this Intergovernmental Agreement (IGA) and that the IGA will expire after both parties have complied with their obligations under this agreement.
11. This IGA is subject to the cancellation provisions of A.R.S. §38-511.

**IN WITNESS WHEREOF**, the parties herein set their hands and seals this 2<sup>nd</sup> day of August 2011.

**TOWN OF PAYSON**

**GILA COUNTY**

\_\_\_\_\_  
Kenny Evans, Mayor

\_\_\_\_\_  
Michael A. Pastor, Chairman  
Board of Supervisors

Approved as to form:

Approved as to form:

\_\_\_\_\_  
Tim Wright, Attorney

\_\_\_\_\_  
Bryan Chambers  
Chief Deputy County Attorney

Attest:

Attest:

\_\_\_\_\_  
Silvia Smith, Clerk

\_\_\_\_\_  
Marian Sheppard, Chief Deputy Clerk

## Our Costs and Revenues if Gila County Takes on Payson Animal Control Duties

### Costs

Item	Explanation	Cost	One Time Cost
Animal Control Officer	New ACO position with ERE	35,743	
Uniforms		473	x
Vehicle	Have a vehicle	0	
Vehicle Operation	Lube, Oil, Gasoline	1,700	
Training	National Animal Control Training (Tuition, Travel, Per-diem)	1,000	x
Cell Phone	Annual Fee	1,200	
Personal Safety Equipment	Baton, Pepper Spray, Bite Belt	560	x
Vehicle Equipment	Cages, shovel, Catch Pole	500	x
Supplies	Bags, Gloves, Hand Sanitizer	100	
Hearing Officer Costs	Hearing Officer (\$50.00 per hearing X 30 hearings)	1,500	
Rabies pre-exposure shots		750	x
Payson Humane Society	Housing of caught Animals	88,800	
<b>Total Cost</b>		<b>132,326</b>	<b>3,283</b>

### Expected Revenues If we sell County Licences in Payson

Items	Assumptions	Number Licences sold	Expected Revenues
Dog Licenses	Average fee \$11.50 assuming equal number of animals neutered and non neutered	1,500	17,250

**ARF-691**

**Consent Agenda Item Item #: 5- A**

**Regular BOS Meeting**

**Date: 08/02/2011**

Submitted For: Lorraine Dalrymple, Health Services Program Manager  
Submitted By: Lorraine Dalrymple, Health & Emergency Services Division  
Department: Health & Emergency Services Division Division: Health Services  
Fiscal Year: 2011 - 2012 Budgeted?: Yes  
Contract Dates July 1, 2011 through June 30,2012  
Begin & End:  
Grant?: Yes  
Matching No Fund?: Renewal  
Requirement?:  
Presenter's Name:

---

Information

Request/Subject

Renewal Grant Agreement No. GRA-STATE-10-0070-01-Y2 with First Things First for Child Care Health Consultation.

Background Information

This will be the third year that the Gila County Health Department will be providing child care health consultation through this grant. Our nursing staff provides guidance to child care centers and home child care facilities regarding safety, nutrition, immunizations and any needed topics to enable these facilities to provide quality care to the children in their facilities.

Evaluation

It is important for the Board of Supervisors to approve the renewal of this agreement between the Gila County Health Department and "First Things First" so that individuals who provide child care services in Gila County will continue to have the resources available to provide quality care to the children of Gila County.

Conclusion

By the Board of Supervisors approving the renewal of this agreement, the Gila County nurses will be able to continue to provide guidance and assistance to child care facilities in Gila County ensuring quality care for the children within their care.

Recommendation

The Gila County Health Department recommends that the Board of Supervisors approve the renewal of this grant agreement.

Suggested Motion

Approval of Renewal Grant Agreement/2010 Contract Award No. GRA-STATE-10-0070-01-Y3 between the Gila County Health Department and "First Things First" to provide child care health consultation for the period July 1, 2011, through June 30, 2012, in the amount of \$25,101.

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Attachments

Link: [First Things First Contract Renewal Amendment Award & Letter](#)

Link: [First Things First Renewal Grant Application & Attachments](#)

Link: [Original Grant](#)

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## FIRST THINGS FIRST

4000 N Central Ave, Ste 800  
Phoenix, AZ 85012  
Phone: 602.771.5100  
Fax: 602.274.7040  
[www.azfff.gov](http://www.azfff.gov)

### Chair

Steven W. Lynn

### Vice Chair

Dr. Eugene Thompson

### Members

Nadine Mathis Basha  
Gayle Burns  
Hon. Cecil Patterson  
Dr. Pamela Powell  
Vivian Saunders

### Ex-Officio Members

Will Humble  
Director ADHS  
Clarence H. Carter  
Director DES  
John Huppenthal  
Superintendent ADE

### Chief Executive Officer

Rhian Evans Allvin

TO: Gila County

FROM: Russell Spencer, Lead Fiscal Specialist

RE: Contract Renewal Information

DATE: June 17, 2011

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On behalf of First Things First, I would like to congratulate you on your renewal award from the Statewide CCHC. The award period for your contract, GRA-STATE-10-0070-01-Y3, is July 1, 2011 through June 30, 2012.

Your financial and programmatic reporting, as well as grant management documentation, will continue to be provided through the Partners Grant Management System (PGMS).

Remember your current agreement ends on June 30, 2011. The terms of your contract require final data and narrative reports be submitted on or before July 20, 2011 and your final request for reimbursement must be submitted no later than 45 days from the end date. Be aware that there are no carryover funds from your current award into the award for the next fiscal year.

### **Important Information for 2012 Reporting**

For the 2012 award period, quarterly program narrative and data reports will be due the 20<sup>th</sup> day of the month following the quarter.

Specific to Quarter 1 Data Reporting (due October 20), First Things First has been developing common data reporting templates connected to specific Target Service Units. This process includes the automation of data collection through PGMS. Please note the following:

- Because of this automation, data template(s) assigned to your First Things First award will **not be available** for data input beginning July 1 and may not be available until early September.
  - First Things First requests that you do **not submit other reports in place of the automated reports**. Please continue to keep track of data that will be submitted once the data template(s) are functional in PGMS.
  - You will be contacted by First Things First Evaluation staff to set up training for your data template(s) if your data collection template(s) have been modified.

We understand that this unavailability of data reporting templates has an impact on your work. Once you have access to your automated data template(s) in September, you may contact your Finance staff member to request an extension of time to input data for Quarter 1 if needed.

Narrative Reporting should not be impacted by this data template update and is still due on October 20, 2011. Requests for financial reimbursement can be submitted as frequently as monthly, but no less frequently than quarterly as usual. Please note, financial reimbursement may be delayed if the submission of data and narrative quarterly reports is not timely.

Data, narrative and financial information is critical to keep Regional Partnership Councils and the Board of First Things First apprised of performance throughout grant implementation. Late submission of narrative, data, and financial information will result in key information not being provided in reports presented to the Regional Partnership Councils and the Board of First Things First.

**Follow Up Action Necessary**

Please print **two originals** of the attached Contract Renewal Notification form and have them signed by your designated signatory. Mail the two originals back to the attention of your First Things First Finance Division staff. First Things First will sign the documents upon receipt and return one original for your records.

If you have any questions or concerns, please do not hesitate to contact your finance staff - Russell Spencer, [rspencer@azftf.gov](mailto:rspencer@azftf.gov), (602) 771-5043. I look forward to working with you this year.

	<b>CONTRACT RENEWAL AMENDMENT NOTIFICATION</b>		Early Childhood Development and Health Board (First Things First)  4000 North Central Avenue, Suite 800 Phoenix, Arizona 85012  (602) 771-5000 (602) 265-0009 fax
	<b>Renewal Amendment Award Notification</b>	Page 1	
	<b>Renewal Grant Agreement/2012 Contract Award #</b> GRA-STATE-10-0070-01-Y3 Statewide Child Care Health Consultation	of 1	

**CONTRACTOR:**

Gila County

**PURPOSE OF AMENDMENT:**

1. Pursuant to Special Terms and Conditions, "Contract Renewal", of the above referenced Grant Agreement/Contract Award, the State of Arizona hereby exercises its sole option to renew the Grant Agreement/Contract Award number referenced above. The renewal award period is July 1, 2011 through June 30, 2012.
2. Total award amount for the contract period is \$ 25,101. This award includes funding for the support of Statewide Quality First Centers and Homes as well as Regional Expansion of Quality First Centers and Homes.
3. The Grantee is responsible for all updated Standards of Practice located for reference in the First Things First Grant Management System known as PGMS under Grantee Resources.
4. All other terms and conditions remain unchanged and are according to the original award documents, clarification documents, and renewal submission documents.

Contractor hereby acknowledges receipt and understanding of the contract amendment

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

The above referenced amendment is hereby executed effective July 1, 2011 once signed and dated below:

\_\_\_\_\_

Jeanne Martin  
Lead Financial and Contract Specialist

\_\_\_\_\_

Date

## FIRST THINGS FIRST NOTICE OF RENEWAL CONSIDERATION

TO: First Things First Grantees

FROM: Russell Spencer  
Grants and Contracts Specialist

RE: Renewal Information

DATE: March 2, 2011

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Your current grant program is approaching renewal consideration from First Things First.

Receipt of this packet does not guarantee renewal of your agreement; it indicates that you are eligible for renewal consideration. First Things First may award programs based on a number of factors including past performance and response to this renewal package.

Should you be renewed, you will continue to be responsible for adherence to the terms and conditions as set forth in the original Request for Grant Application (RFGA) or grant agreement. This includes adherence to the appropriate standards of practice, program and financial requirements, and timely submission of data, narrative, and financial reports.

Attached please find the format for the Renewal Package for First Things First Grant Programs. The Renewal Package Cover Page includes information on the following Attachments:

- **Attachment A** – Narrative response to First Things First questions related to implementation and data collection
- **Attachment B** – Implementation Plan
- **Attachment C** – Budget and Budget Narrative
- **Attachment D** – Key Personnel
- **Attachment E** – Disclosure of Other Funding
- **Attachment F** – Standard First Things First Information Form and Authorized Renewal Submission Signature

Once renewal applications are submitted and reviewed, recommendations for funding will be made to the Board of First Things First. First Things First staff may contact you for clarifications prior to making recommendations to the Regional Partnership Council and/or Board of First Things First. Contracts will be in effect from the date of award through June 30, 2012. All other rules and regulations, and special terms and conditions from awarding RFGA or grant agreement will remain in effect for the contract period.

Renewal applications must be **received** no later than **March 25, 2011 by 3:00 pm** and can be submitted via email, mail or by fax at 602-265-0009. Please address any questions to me by email at [rspencer@azftf.gov](mailto:rspencer@azftf.gov) or by phone at 602-771-5043.

Thank you and I look forward to reviewing your renewal package.

# First Things First

## Grant Renewal Package Instructions

*July 1, 2011 – June 30, 2012*

### Renewal Instructions

Your First Things First grant is eligible for a program renewal by extending the current grant award from July 1, 2011 through June 30, 2012. Programs proposed for 2011-2012 cannot be different in scope than the current grant award.

<b>Grantee Name:</b>	Gila County Health Department
<b>First Things First Award Number:</b>	GRA-STATE-10-0070-01-Y2
<b>Strategy Name:</b>	Childhood Health Consultation
<b>Renewal Funding Eligible Amount:</b>	\$25,101 <ul style="list-style-type: none"> <li>• \$13,101 State Quality First Centers and Homes</li> <li>• \$12,000 Region Quality First Expansion Centers and Homes</li> </ul>
<b>Standards of Practice Assigned:</b>	<ul style="list-style-type: none"> <li>• Child Care Health Consultation</li> </ul>

The renewal package does include narrative information as well as required forms as outlined in the following attachment sections:

**Program Implementation Narrative: (Attachment A)** Please provide a narrative response to the questions found in this Attachment.

**Program Implementation Plan: (Attachment Form B)** Please provide an updated implementation plan for your program for 2011 - 2012. The implementation plan should be related to the originally approved program activities, tasks, data collection, data submission, and process. Please use any necessary narrative to further describe your program implementation (Question 2).

**2011-2012 Budget Forms (Attachment C – must include line item budget and narrative):**

- Line Item Budget Form
- Budget Narrative Explanation

**Key Personnel/Staff Overview: (Attachment Form D)** Please list all staff that will be paid from this grant program during the 2011-2012 grant cycle. This should match your line item budget and budget narrative. Submit resumes and/or staff change notification forms for new staff or those that have not yet been submitted to First Things First previously. The staff change notification form is located under the Grantee Resources folder on the PGMS home page.

**Disclosure of Other Funding Sources (Attachment E)** – List any other funding utilized for this program administered by your agency.

**FTF Standard Information and Authorized Signature (Attachment Form F):** Please complete all three sections detailing:

- The legal applicant
- The main, program, financial and evaluation contact information – these contacts should be what you want identified for this grant award in First Things First’s Partner Grant

Management System (PGMS)

- The program **Target Service Unit(s)** assigned for the strategy assigned by First Things First and your implementation **Target Service Number(s)** to be served/completed in 2011-2012 and any additional Target Service Units(s) and Number(s) needed for your program implementation for 2011 – 2012.
- The program description – brief summary to be used for public descriptions of First Things First funded programs
- Authorized Renewal Submission Signature

**Standards of Practice Updates:** Any updates to the Standards of Practice related to the scope of work for your award can be found when you log into Partners Grant Management System (PGMS) under Grantee Resources. Updated Standards of Practice are part of the requirements for the award and implementation of your grant program. Please take a moment to make sure you have reviewed the latest Standards of Practice.

**Model Programs that Require Certification and Accreditation:** It is the grantee's responsibility to maintain accreditation/certification with national program models. Grantees are to include staff training, program model accreditation/certification and quality assurance and evaluation costs in budgets, as needed. Programs will need to refer to their National office and/or administrative home for cost information, if applicable.

**Compliance with State and Federal Law:** As a reminder, all other state rules, regulations, and special terms and conditions will remain in effect for the contract period. This renewal application information becomes part of the agreement and expectations for program implementation and performance. A complete listing of the state uniform terms and conditions can be found via the State Procurement Office website at: [http://spo.az.gov/Admin\\_Policy/SPM/Forms/default.asp](http://spo.az.gov/Admin_Policy/SPM/Forms/default.asp). Additionally, First Things First will post any important grantee requirement and updated Communications Protocol information under the Grantee Resources section of PGMS.

Grantees must maintain compliance with the Federal Immigration and Nationality Act (FINA) and all other federal immigration laws and regulations related to the immigration status of its employees. These warranties shall remain in effect through the term of the agreement. Grantees will also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act for all employees performing work under the agreement. I-9 forms are available for download at USCIS.GOV.

FTF may request verification for any Contractor or subcontractor performing work under the agreement. Should FTF suspect or find that a grantee is not in compliance with state or federal laws, FTF may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the agreement for default and suspension and/or debarment of the grantee. All costs necessary to verify compliance are the responsibility of the grantee.

**Data Security:** All grantees must have a data security policy in force which identifies how the organization ensures that data is protected in all its forms, during all phases of its life cycle, from inappropriate access, use, modification, disclosure, or destruction.

All grantees subject to HIPPPA, FERPA, GITA, or other data regulation, are required to submit and maintain those approvals for all data. If HIPPPA, FERPA or other data regulation requires that participating individuals give consent to data collection on their person and if in the course of regular data submissions to FTF such data will be provided to FTF, submission of personal data to FTF must be reflected in all data regulation documents.

**Program Performance:** First Things First provides program information to the public, Regional Partnership Councils, and the Board of First Things First. The information regularly provided to the Regional Partnership Councils and Board of First Things First will include proposed renewal information, submission of data related to performance measures and target service units, prior program implementation performance information, program narrative information, and financial information. Regional Councils utilize this information as part of the elements necessary to continue strategic planning that is demonstrated in priorities for annual Funding Plans, renewal decisions, development of new or modified strategies, review of the impact that program implementation has had in the region and state as well as achievement of system building.

**Renewal Package Due Date:** Renewal Package must be *received* by **March 25, 2011 at 3:00 p.m.** and submitted via mail, fax or email to:

Russell Spencer, Grants and Contracts Specialist  
4000 North Central Avenue, Suite 800  
Phoenix, AZ 85012  
[rspencer@azftf.gov](mailto:rspencer@azftf.gov)  
602-265-0009 fax

## Attachment A

### Program Implementation Questions

Please provide a narrative response to the questions below. To ensure that you are not changing the scope of work of your original grant, you must use the same programs and/or strategies as described in your original proposal, unless you have obtained prior approval.

**Question 1** (Complete A, B, and/or C as appropriate)

**A)** If your program received approved modifications, please describe those modifications and how they will continue to be implemented in 2011-2012.

**B)** If you have proposed modifications moving forward, please describe how they will enhance program implementation and/or why they are necessary for the program to be successful in 2011-2012.

**C)** If there are no modifications or no planned modifications, please indicate no modifications necessary and provide a brief description of the existing program implementation as proposed in Question 2.

***No modifications have been made.***

**Question 2**

Please provide a brief narrative description of your proposed program that will be implemented in 2011-2012. This description should match information provided in your Implementation Plan (Attachment B) and explain anything from the Implementation Plan needing additional description.

***This program will continue to provide health consultation services by Child Care Health Consultants (CCHC) to regulated child care providers enrolled in Quality First. The CCHC's will provide guidance regarding health and safety issues as described in the "First Things First" contract to participating providers.***

**Question 3**

Please describe current and ongoing plans for data collection and submission, including how your program is using data to promote optimal service and ongoing improvement.

***Monthly reports will be submitted to "First Things First" using the required form. The CCHC's have access to the First Things First Intranet and have received training for the software on 7/22/10 (Omaha and Carefacts) for data documentation. The CCHC's performed joint visits with the FTF Coach at all facilities (Payson and Globe).***

## Attachment Form B

### 2011 – 2012 Implementation Plan

Activities	Task	Person Responsible	Date Task Will Be Completed/Timeline	Support Documentation
Preparation	Continue to purchase equipment and Supplies for CCHC's	Program Manager	October 1, 2011	Purchase orders/invoices
	Purchase incentives for Child Care Center	CCHC's	September 1, 2011	Purchase orders/invoices
	Purchase supplies to promote CCHC program	Program Manager	October 1, 2011	Purchase orders/invoices
Training	Additional Training of CCHC	Program Manager	Ongoing	Certificate of Attendance Invoices for travel expenses.
	Provide review	Program Manager	October 31, 2011	Meet with CCHC to discuss any concerns
Coordination	Set up necessary paperwork and travel needs for CCHC inspections	Program Manager and CCHC's	September 1, 2011	Monthly report
	Contact Quality First Daycare Centers To provide assessments & assistance	CCHC's	ongoing	Carefacts documentation
	Confirm dates of community Health fairs	Program Manager	Ongoing	Attendance to events
Outreach	Presentation Board used for promoting the CCHC Program and "First Things First" to be displayed at Health Fairs.	Program Manager and CCHC's	Ongoing	Invoices and attendance to events
Implementation	Schedule Daycare visits to provide assessments and assistance	CCHC's	September 1, 2011	Reports to "First Things First"
	Ensure reports are complete and accurate	Program Manager	October 1, 2011	Reports to "First Things First"
Follow-up	Schedule revisits as needed	CCHC's	Ongoing	Reports to "First Things First" Carefacts software
	Provide assistance to Day Cares as needed	CCH's	Ongoing	Reports to "First Things First" Carefacts software

Evaluation	Receive, review and resolve quality performance issues.	Program Manager	Ongoing	Reports to "First Things First"
	Collect/report data, surveys, evaluation reports as requested by FTF or quality assurance personnel	Program Manager	Ongoing	Monthly reports to "First Things First"
Reporting	Ensure all reports are provided to FTF in a timely manner as specified in the contract	Program Manager	Ongoing	Monthly reports and computerized documentation by Quality First. Carefacts updates at least every 5 days.

## Attachment Form C

### STANDARD LINE ITEM BUDGET INSTRUCTIONS

While you must use this format, you may reproduce it with Word Processing or Spreadsheet software. **Limit** your budget line items to the following categories: Personnel, Fringe Benefits, Professional Services, Travel, Pass-Through (i.e., Sub grants), Other Operating Expenses and Administrative/Indirect Costs and to the budget subcategories listed.

As shown, a line item budget justification for each component must be included and describe the procedure for determining the cost of budget categories in the budget narrative. Detail in the line item budget narrative strengthens the items requested in the line item budget by describing how the cost was determined, the benefit of the item to the program and the how the item is essential for the program's success.

Please keep in mind that requested funds must follow the original scope of work and must follow the basic guidelines for grantees related to allowability of costs that demonstrate reasonableness for the project and are necessary for the successful implementation of the program. Items described in a line item budget and in more detail in the budget narrative should describe how the costs were determined and the public purpose for the cost related to the project's implementation. Please assure that all requested funds follow these guidelines:

- Be necessary and reasonable for proper and efficient performance and administration of First Things First funds.
- Be authorized or not prohibited under State or local laws or regulations.
- Be consistent with policies, regulations, and procedures that apply uniformly to all costs charged and expended by the agency – consistent treatment of costs.
  - For example – a cost may not be assigned to another grant award as an indirect cost if any other cost incurred for the same purposes in like circumstances has been allocated to the First Things First award as a direct cost.
  - For example – a cost for a certain type of expense is charged one rate to another source of funding and a different rate to First Things First.
- Be determined in accordance with generally accepted accounting principles.
- Be adequately documented.

# Attachment C – Line Item Budget

Budget Period: July 1, 2011 – June 30, 2012

Budget Category	Line Item Description	Requested Funds	Total Cost
<b>PERSONNEL SERVICES</b>		<b>Personnel Services Sub Total</b>	<b>\$3,500.00</b>
Salaries	Accounting Services	\$3,500.00	\$3,500.00
<b>EMPLOYEE RELATED EXPENSES</b>		<b>Employee Related Expenses Sub Total</b>	<b>\$</b>
Fringe Benefits or Other ERE			
		<b>Professional and Outside Services Sub Total</b>	<b>\$</b>
Contracted Services			
<b>TRAVEL</b>		<b>Travel Sub Total</b>	<b>\$4,000.00</b>
In-State Travel	Hotels and per diem / 4 trainings	\$4,000	\$4,000.00
Out of State Travel			
<b>AID TO ORGANIZATIONS OR INDIVIDUALS</b>		<b>Aid to Organizations or Individuals Sub Total</b>	<b>\$</b>
Subgrants or Subcontracts to organizations/agencies/entities			
<b>OTHER OPERATING EXPENSES</b>		<b>Other Operating Expenses Sub Total</b>	<b>\$9,627.90</b>
<ul style="list-style-type: none"> <li>• Telephones/Communications Services</li> <li>• Internet Access</li> <li>• General Office Supplies</li> <li>• Food</li> <li>• Rent/Occupancy</li> <li>• Evaluation (non-contracted and non-personnel expenses)</li> <li>• Utilities</li> <li>• Furniture</li> <li>• Postage</li> <li>• Software (including IT supplies)</li> <li>• Dues/Subscriptions</li> <li>• Advertising</li> <li>• Printing/Copying</li> <li>• Equipment Maintenance</li> <li>• Professional Development/Staff Training</li> <li>• Conference Workshops/ Training Fees for Staff</li> <li>• Insurance</li> <li>• Program Materials</li> <li>• Program Supplies</li> <li>• Scholarships</li> <li>• Program Incentives</li> </ul>	<ul style="list-style-type: none"> <li>Pens, paper, etc</li> <li>Trainings, Daycare Personnel</li> <li>Work Station</li> <li>Correspondence</li> <li>Natl Assoc. of Ed of Young Child.</li> <li>Ink Jets</li> <li>Calibration of Equipment</li> <li>Training Workshops</li> <li>CCHC Training Supplies</li> <li>Educational Materials/Pamphlets</li> <li>Handwashing Supplies</li> <li>Possters/coloring books, etc.</li> </ul>	<ul style="list-style-type: none"> <li>\$517.90</li> <li>\$200.00</li> <li>3,800.00</li> <li>\$100.00</li> <li>\$90.00 x 3</li> <li>\$596.00</li> <li>\$350.00</li> <li>\$200.00</li> <li>40.00</li> <li>\$1,00.000</li> <li>554.00</li> <li>\$2,000.00</li> </ul>	<ul style="list-style-type: none"> <li>\$517.90</li> <li>\$200.00</li> <li>3,800.00</li> <li>\$100.00</li> <li>\$270.00</li> <li>\$596.00</li> <li>350.00</li> <li>200.00</li> <li>40.00</li> <li>1,000.00</li> <li>554.00</li> <li>2,000.00</li> </ul>
<b>NON-CAPITAL EQUIPMENT</b>		<b>Non-Capital Sub Total</b>	<b>\$5,463.00</b>
Equipment \$4,999 or less in value	See Narrative		\$5,463.00
<b>Subtotal Direct Program Costs:</b>			<b>\$</b>
<b>ADMINISTRATIVE/INDIRECT COSTS</b>		<b>Total Admin/Indirect</b>	<b>\$2,510.10</b>
Indirect/Admin Costs		\$2,510.10	\$
<b>Total</b>		<b>\$</b>	<b>\$25,101.00</b>

The budget should be adequate to ensure that the appropriate number of Centers and Homes designated for services through the award can be achieved. The following chart represents the distribution of funding available for the award and the number of anticipated centers and homes that can be served through this award.

<b>Regional Partnership Council Participation</b>	<b>\$25,101</b>
Gila Regional Partnership Council <ul style="list-style-type: none"> <li data-bbox="131 373 609 457">             • <b>\$13,101 for State Quality First Participation</b> <ul style="list-style-type: none"> <li data-bbox="228 405 370 428">○ <b>1 Centers</b></li> <li data-bbox="228 432 362 455">○ <b>3 Homes</b></li> </ul> </li> <li data-bbox="131 464 808 548">             • <b>\$12,000 for State Quality First Regional Expansion Participation</b> <ul style="list-style-type: none"> <li data-bbox="228 495 370 518">○ <b>3 Centers</b></li> <li data-bbox="228 522 362 546">○ <b>0 Homes</b></li> </ul> </li> </ul>	

## Attachment Form C (Continued)

### BUDGET NARRATIVE EXPLANATION

The purpose of the budget narrative is to provide more clarity and detail on the various budget line items. The budget narrative should explain the criteria used to compute the budget figures on the budget form (Attachment C Line Item Budget). Please verify that the narrative and budget form correspond and the calculations and totals are accurate. **Please include one narrative for your Line Item Budget of 12 months. Limit your budget categories and subcategories to those listed.**

**NOTE:** Briefly highlight any changes to your budget from the previous Fiscal Year, particularly those line items where your budget has increased. If the total funds available under this contract have increased from the previous year, only one description of the sum of budget increases is needed.

**Personnel Services:** The accounting clerk will continue to be the only position paid for by this grant. The set amount per grant has been **reduced to \$3,500.00**

**Employee Related Expenses:** None

**Professional and Outside Services:** None

**Travel:** Hotels 4 nights for three CCHC's for training at \$100.00 totals \$1,200  
Per Diem at \$25.00/day per CCHC times 12 days totals \$300.00  
Vehicle lease from county pool: \$2,500.00  
Grand Total is a **reduction** of \$375.00 to **total \$4,000.00**

**Aid to Organizations or Individuals:** N/A

**Other Operating Expenses:** *Categorized in the following categories:*

Telephones / Communications Services:

Internet Access: N/A

General Office Supplies: *Note pads, pencils, pens, staplers for 2 locations, supplies to set up new work area. \$517.90 (An increase of \$317.90)*

Food: *8 classes (4 at each site for providers/parents @ \$50.00) - \$200.00*

Rent/Occupancy: N/A

Evaluation (non-contracted and non-personnel expenses): N/A

Utilities: N/A

Furniture: **\$3,500.00 work station for CCHC** (Program expansion requires CCHC to have own desk instead of sharing with other workers)

Postage: *For correspondence with day care providers \$100.00*

Software (including IT supplies): None

Dues/Subscriptions: **Dues for 3 CCHC – Nat'l Assoc. of Education of Young Children \$270.00**

Advertising:

Printing/Copying:

- *Ink Jets for Printers: 3 black @ \$137 each and 1 color @\$185.00 - \$596.00*

Equipment Maintenance: *Calibration of equipment (2) \$350.00*

Professional Development/Staff Training: Registrations for training **\$200.00**

Conference Workshops/ Training Fees for Staff: *Materials for CCHC training in Phoenix - \$40.00*

Insurance: None

Program Materials: *Educational Materials – Pamphlets* - \$1,000.00

Program Supplies: Glitterbug Potion and Glitterbug Powder \$554.00

- *GlitterBug Potion Pump Bottle case of 24 - \$361 and case of Powder - \$193 to be used for handwashing training.*

Scholarships: *N/A*

Program Incentives: *Posters for Day Cares, Educational coloring books, literature, etc. for parents and children.* - \$2,000.00

The total amount is **\$9,627.90**, an **increase of \$4,077.90**

### **Non-Capital Equipment:**

2 Multimedia Projectors (Globe/Payson Offices) @ \$650.00	Total	\$1,300.00
2 Projector Screens @ \$200.00		400.00
2 GlitterBug MaxiCam Kits with Carry Bag @ \$700.00		1,400.00
2 GlitterBug Buddy Kits @ \$160.00		320.00
Vision Equipment		
2 color keys @ \$85.00		170.00
1 color key @ \$80.00		80.00
1 lang stereopsis @ 130.00		130.00
1 Good lite LED Instra Line Quantum \$1,663.00		1,663.00

Grand Total: \$5,463.00

**This is an increase of \$585.00.**

### **Administrative/Indirect Costs: \$2,510.10**

**Applicants must list either Option A or Option B and provide proper justification for expenses included:**

*Indirect costs are costs of an organization that are not readily assignable to a particular project, but are necessary to the operation of the organization and the performance of the project. The cost of operating and maintaining facilities, depreciation, and administrative salaries are examples of the types of costs that are usually treated as indirect.*

- Option A - Administrative Costs:** *with proper justification and description explaining how these costs are consistent with the agency's cost allocation for how these costs are consistently treated for funds received by the agency. Sub grantees may include an allocation for administrative costs for up to 10% of the total direct funds requested of the grant request. Administrative costs may include allocable direct charges for: costs of financial, accounting, auditing, contracting or general legal services; costs of internal evaluation, including overall organization's management improvement costs; and costs of general liability insurance that protects the organization(s) responsible for operating a project, other than insurance costs solely attributable to the project. Administrative costs may also include that portion of salaries and benefits of the project's director and other administrative staff not attributable to the time spent in support of a specific project.*

**Or**

- Option B - Federally Approved Indirect Costs:** *If your organization has a federally approved indirect cost rate agreement in place, grantees may include an allocation for indirect costs for up*

to 10% of the grant request. **Applicants must provide a copy of their federally approved indirect cost rate agreement.**

***Our current county rate is 10% option A***

# Attachment Form D

## KEY PERSONNEL OVERVIEW

STAFF MEMBER	BACKGROUND AND EXPERTISE OF PERSONNEL
Name: Lorraine Dalrymple Title: Health Services Program Manager FTE on this project: 2%	<ul style="list-style-type: none"> <li>• Registered Nurse</li> <li>• Staff RN – Pediatrics</li> <li>• RN Pediatric Home Care</li> <li>• CCHC Certification</li> </ul>
Name: Michelle Craft (Graney) Title: Public Health Nurse FTE on this project: 10%	<ul style="list-style-type: none"> <li>• Registered Nurse</li> <li>• CCHC Certification</li> </ul>
Name: Lucinda Campbell Title: Public Health Nurse FTE on this project: 10%	<ul style="list-style-type: none"> <li>• Registered Nurse</li> <li>• CCHC Certification</li> </ul>
Name: Ramona (Ginnie) Scales Title: Public Health Nurse FTE on this project: 5%	<ul style="list-style-type: none"> <li>• Registered Nurse</li> <li>• Associate in Child Development</li> <li>• Early Childhood Education Certificate (2002)</li> <li>• CCHC Certified</li> </ul>

**\*In addition to this overview, please attach a resume (for current personnel if not previously submitted to First Things First) or a job description (for positions to be hired and not previously submitted to First Things First) for the key individuals involved in the project.**

## Attachment E

### DISCLOSURE OF OTHER FUNDING SOURCES

Please list all other funding that your organization currently receives from State or Public Agencies, Federal Agencies, Non-Profit Organizations, or any other source providing funding for the funded program\*. Statute ARS 8-1183 provides for a prohibition on supplanting of state funds by First Things First expenditures, meaning that no First Things First monies expended are to be used to take the place of any existing state or federal funding for early childhood development and health programs.

Use a continuation sheet if necessary. The following form may be reproduced with word processing software or another form may be created that contains all the information requested.

Type of Funding (Federal, State, local, other)	Received From	Amount	✓ If used for match on this grant
<b>TOTAL:</b>			0

\*Should include only those funds that will support the program detailed the awarded First Things First grant award

# Attachment Form F

## FIRST THINGS FIRST STANDARD INFORMATION FORM AND AUTHORIZED RENEWAL SUBMISSION SIGNATURE

### A. Agency Information:

Program Name (if applicable) Gila County Child Care Health Consultant Program  
Agency Gila County Division Of Health and Community Services Contact Person Lorraine Dalrymple  
Address 5515 S. Apache Avenue, Suite 100 Position Health Services Program Manager  
Address \_\_\_\_\_ Email ldalrymp@co.gila.az.us  
City, State, Zip Globe, AZ 85501 Phone (928) 402-8807 Fax (928) 425-0794  
County Gila Employer Identification Number: 86-6000444

Agency Classification:  State Agency  County Government  Local Government  Schools  Tribal  
 Faith Based  Other

If any of your agency's vendor information has changed, an updated Substitute W-9 Form is necessary to change payment information.  
[http://www.gao.az.gov/onlineforms/forms/AZ\\_subw-9\\_010410.pdf](http://www.gao.az.gov/onlineforms/forms/AZ_subw-9_010410.pdf)

In which Congressional (Federal) District is your agency? Enter District # 1  
<http://www.azredistricting.org> (click on Final Maps)

In which Legislative (State) District is your agency? Enter District # 5  
<http://www.azredistricting.org> (click on Final Maps)

Approximately how much FEDERAL funding (from a Federal Source) will your organization expend in your current fiscal year?  
\$ \$7,101,400.00

What is your organization's fiscal year-end date? 6/30/

Accounting Method:  Cash  Accrual

Does your organization undergo an annual independent audit in accordance with OMB Circular A-133? **Y N**

Please provide contact information of the audit firm conducting your audit:

Agency Miller, Allen & Co., P.C.

Address 5333 North 7<sup>th</sup> Street, Suite 100, Phoenix, AZ 85014

Phone Number (602) 264-3888

**B. Proposed Program Information / Description:**

Amount requested: \$25,101.00

Service area of proposed program: Gila County

Target population of proposed program: State and Regional "Quality First" Child Care providers

**Target Service Unit(s) – Lead First Things First Strategy**

These are the assigned Target Services Units for your primary strategy award from First Things First. Please indicate the Target Number for each Target Service Unit(s) for the 2011 – 2012 implementation period. **If you are not providing services for a particular Target Service Unit within the assigned Strategy please indicate with "NA"**. Indicating with a "0" indicates that you are providing services but anticipate serving "0" services for that Target Service Unit(s), NA indicates you are not providing services for that Target Service Unit(s).

**IMPORTANT:** Please find the full listing of First Things First Target Service Unit descriptions loaded in PGMS under Grantee Resources within a folder called Target Service Units.

Target Services Numbers should match the Target Numbers identified in Attachment C. If you note differences in expected Targets, please describe why there is a difference in the program narrative.

**State Quality First CCHC**

Number of **home based providers** to be served: 3 \_\_\_\_\_

Number of **center based providers** to be served: 1 \_\_\_\_\_

**Regional Quality First Expansion CCHC**

Number of **home based providers** to be served: 0 \_\_\_\_\_

Number of **center based providers** to be served: 3 \_\_\_\_\_

### C. Contact Information

We strive to make sure our Partners and Grant Management System (PGMS) is always updated with the correct program contact information. Please provide us with updated contact names, addresses, phone numbers, fax numbers, email addresses, etc. for the four (4) designated contact areas in PGMS and we'll confirm the information to be correct in PGMS. Thank You!

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**Main Contact Information** – This should be information for the person designated as the Main contact for this grant award.

Contact Person Lorraine Dalrymple

Position Health Services Program Manager

Address 5515 S. Apache Avenue, Suite 100

City, State, Zip Globe, AZ 85501

Email ldalrymp@co.gila.az.us

Phone (928) 402-8807 Fax (928) 425-0794

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**Program Contact Information** – This should be information for the person designated as the Program contact for this grant award.

Contact Person Lorraine Dalrymple

Position Health Services Program Manager

Address 5515 S. Apache Avenue, Suite 100

City, State, Zip Globe, AZ 85501

Email ldalrymp@co.gila.az.us

Phone (928) 402-8807 Fax (928) 425-0794

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**Financial Contact Information** – This should be information for the person designated as the Financial contact for this grant award.

Contact Person: Renee Omstead

Position Accounting Clerk

Address 5515 S. Apache Avenue, Suite 200

City, State, Zip Globe, AZ 85501

Email romstead@co.gila.az.us

Phone (928) 402-4332 x            Fax (928) 425-0794

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**Evaluation Contact Information** – This should be information for the evaluation contact person within the grant awarded.

Contact Person Lorraine Dalrymple

Position Health Services Program Manager

Address 5515 S. Apache Avenue, Suite 100

City, State, Zip Globe, AZ 85501

Email ldalrymp@co.gila.az.us

Phone (928) 402-8807 Fax (928) 425-0794

**D. Proposed Program Information / Description:**

Please make sure the description provided is current and accurate. This program information and description is the public summary First Things First uses to describe your program.

Please provide a **brief** description of the **proposed program** in one or two paragraphs.

**Program Description:**

This program will provide health consultation services by Certified Child Care Health Consultants (CCHC's) to regulated child care providers enrolled in Quality First. The CCHC's provide guidance regarding health and safety issues to participating providers.

**E. Authorized Approval and Signature for Renewal Package**

Authorized Signature for submission of renewal package including all Attachments and Response to Renewal Questions. This signed submission of renewal package continues the terms, conditions, amendments, standards of practice, target service units, and data, narrative and financial reporting requirements provided by First Things First for this grant award within this document, the original RFGA/agreement and all clarifications.

Authorized Signature:

Date

Job Title: Chairman, Board of Supervisors

# GRANTEE AGREEMENT

**GRA-STATE-10-0070-01**

**Between The  
Arizona Early Childhood Development and Health Board  
And  
Gila County Division of Health and Community Services**

WHEREAS, A.R.S. Title 8, Chapter 13 charges the Arizona Early Childhood Development and Health Board (hereinafter referred to as GRANTOR) with the responsibility of administering funds.

THEREFORE, it is agreed that the GRANTOR shall provide funding to Gila County Division of Health and Community Services (hereinafter referred to as the GRANTEE) for services under the terms of this Grant Agreement.

## **I. PURPOSE OF AGREEMENT**

The purpose of this Agreement is to specify the responsibilities and procedures for the GRANTEE role in administering Arizona Early Childhood Development and Health Board grant funds.

## **II. TERM OF AGREEMENT, TERMINATION AND AMENDMENTS**

This Agreement shall become effective on March 1, 2010 and shall terminate on June 30, 2010.

## **III. DESCRIPTION OF SERVICES**

1. The GRANTEE shall provide the following summarized services for the GRANTOR as approved and summarized below:
  - a. Provide health consultation services by Child Care Health Consultants to regulated child care providers (centers and homes) enrolled in Quality First, the quality improvement and rating system created by the Early Childhood Development and Health Board (ECDHB)
  - b. Provide health consultation services to regulated child care providers that are not participants of Quality First.
  - c. Provide day to day supervision, salary and benefits, practice liability protection and any other employee-related services comparable to other employees in the same employee classification.
  - d. Support the Child Care Health Consultant to participate in technical assistance/mentoring visits from the First Things First designated statewide support and quality assurance agency. Receive, review and resolve quality performance issues.
  - e. Assure the CCHC remains current with professional licensure/ certifications which qualify the CCHC to perform services related to this contract.

- f. Provide and maintain an adequate workspace for the CCHC and provide telephone and internet access.
  - g. Provide books and materials as appropriate.
  - h. Provide a multimedia projector and laptop computer.
  - i. Support local travel and instate travel to serve designated child care centers and homes within the region and to attend Quality First-required meetings and training sessions. Provide an agency vehicle or mileage reimbursement for miles traveled in the CCHC's insured personal vehicle.
  - j. Support CCHC to attend continuing education provided by First Things First's statewide administrative entity.
  - k. Evaluation: Curriculum Vitae or professional resume of hired CCHC.
  - l. Submit the Grant Management Forms provided by First Things First (Attachments B - E) and return prior to August 31, 2009.
2. The contractor's CCHC(s) will provide consultation, technical assistance, case coordination and case management to child care programs in the designated service area

Service methodology: For all child care centers and homes

- a) If applicable, participate with other team members such as the Quality First coach and contractors to implement the program improvement plan and assist child care providers to meet the health and safety objectives outlined in the approved plan.
- b) Either join the Quality First coach or schedule an initial meeting with the child care center director or child care home provider to be introduced; to provide an overview of the CCHC program; review health and safety issues identified in the assessment; provide guidance documents such as the Arizona Health and Safety Policy Manual for child Care Centers and other guidance documents that may be identified by Quality First; and plan for ongoing consultation.
- c) For those not enrolled in the Quality First program, schedule a meeting with the child care center director or child care home provider to introduce themselves; provide an overview of the CCHC program; provide guidance documents such as the Arizona Health and Safety Policy Manual for Child Care Centers and other guidance documents; and the plan for ongoing consultation.
- d) For those not enrolled in the Quality First program, complete an assessment of the child care center or home to identify priority areas to be addressed.
- e) Provide additional review of child care facility and/or staff needs that may include:
  - i. Indoor health and safety hazards to children and child care staff;
  - ii. Injury prevention and Safe, Active Play;
  - iii. Health and safety practices of child care staff ( i.e. hand washing, sanitation, dental health, physical fitness, nutrition; Serve as a resource to other agencies, organizations and educational institutions which provide consultation, monitoring or resources to child care programs.
  - iv. Measures and practices to prevent, recognize, and report communicable diseases, including staff and parent education;
  - v. Procedures for documenting and reporting children's immunizations;
  - vi. Health and safety polices, illness and injury logs;
  - vii. The status of child care provider' inclusion of children with special needs;
  - viii. Emergency preparedness plan;
  - ix. Communication among the child care provider, parent, and primary care provider;
  - x. Medication administration, recording, and storage;

- xi. Health insurance and health care access; and other identified child health and safety concerns.
  - xii. Guidance, support, referrals and access to care coordination for families and child care providers to access mental health consultation and educational services for the family, children, or child care providers.
  - xiii. Educate children, their families and child care providers about child development, mental and physical health, safety, nutrition and oral health issues.
- c. This initial consultation visit protocol may be repeated when the director of a facility has changed.
  - d. Provide additional consultation, problem solving by telephone,
  - e. Provide additional education and training in group settings off site in conjunction with Quality First Coaches or other ECDHB staff.

Evaluation: Monthly report of activities in a format provided by FTF.

- 3. The CCHC will document activities and services utilizing the computerized documentation system designated by Quality First. The CCHC will:
  - a. Attend training on the Omaha System of Documentation and the CareFacts computerized charting system.
  - b. Be prepared to have the CareFacts software installed on the laptop provided by the contractor at the CareFacts training.
  - c. Keep all charting of visits and activities current within 5 working days of performance.
  - d. Maintain a signed, printed record of information and activities as the legal chart.
  - e. Perform the CareFacts update procedure at least every 5 days.

Evaluation: Attendance at CareFacts training, onsite chart review.

- 4. The contractor's CCHC will participate in CCHC systems development and marketing activities within the local community.

Service methodology: The contractor's CCHC will:

- a. Participate in First Things First systems development meetings, regional council meetings, and other events as appropriate.
- b. Provide community presentations regarding the role of child care health consultation in improving the status of health and safety in child care programs.
- c. Collect/report data, surveys, evaluation reports or other elements requested by FTF or quality assurance personnel.

Evaluation: Monthly report on form provided by FTF, copies of meeting agendas/minutes.

- 5. The CCHC shall not provide direct clinical services under this contract (i.e. injections, blood tests, health examination).

#### 6. Child Care Health Consultant Qualifications/Training

The Child Care Health Consultant may be a:

- a. Registered Nurse (RN) with a current Arizona license

- b. Advanced Practice Nurse with a current Arizona license and certification as an Advanced Practice Nurse (APN)
- c. Physicians Assistant with a current Arizona license or
- d. A Physician licensed to practice in the State of Arizona

In the event that a region is unable to recruit and hire one of the above, other health professionals with a minimum of a Bachelors Degree such as a registered dietician, certified Occupational Therapist, Physical Therapist or Speech/Language Pathologist; Mental Health Consultant or MSW or a Licensed Practical Nurse may be considered pending approval of a formal exemption request as outlined in Attachment A.

CCHC's must complete the sixty (60) hour National Training Institute (NTI) for Child Care Health Consultants curriculum program PRIOR to the beginning work as a CCHC.

#### 7. Experience, Knowledge and Skills

- a. A minimum of one year experience in a public health setting

The Child Care Health consultant must have

- b. Experience in providing consultation to and interacting with child care settings including family child care
- c. Knowledge of the following:
  - I. Child development and family dynamics
  - II. Immunization Schedules
  - III. ADHS Child Care Licensure
  - IV. Accreditation Systems
  - V. Quality Indicators
  - VI. Adult Learning
  - VII. Community Resource
  - VIII. Injury Prevention
  - IX. Recognition and Reporting requirements for child abuse and neglect
- d. Developed Skills in the following:
  - I. Interpersonal Communication
  - II. Training of Adult Learners
  - III. Facilitation
  - IV. Consultation Strategies
  - V. Collaborative Problem Solving
  - VI. Cultural Responsiveness
  - VII. Team Process
  - VIII. Computer Data Entry

#### IV. **MANNER OF FINANCING**

The GRANTOR shall:

- a) Provide up to \$20,000 to GRANTEE for services provided under Paragraph III.
- b) Payment made by the GRANTOR to the GRANTEE shall be on a reimbursement basis only and is conditioned upon receipt of applicable, accurate and complete

reimbursement documents to be submitted by the GRANTEE. Final payment will be contingent upon receipt of all fiscal and programmatic reports required of the GRANTEE under this Agreement.

**V. FISCAL RESPONSIBILITY**

It is understood and agreed that the total amount of the funds used under this Agreement shall be used for the project(s) and scope of work outlined in this Agreement. Therefore, should the project not be completed, be partially completed, or be completed at a lower cost than the original budget called for, the amount reimbursed to the GRANTEE shall be for only the amount of dollars actually spent by the GRANTEE. For any funds received under this Agreement for which expenditure is disallowed by an audit exception by the GRANTOR, the State, or Federal government, the GRANTEE shall reimburse said funds directly to the GRANTOR immediately.

**VI. FINANCIAL AUDIT**

GRANTEE agrees to terms specified in A.R.S. §§ 35-214 and 35-215.

In addition, in compliance with the Federal Single Audit Act (31 U.S.C. par., 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), GRANTEE must have an annual audit conducted in accordance with Office of Management and Budget (OMB) Circular #A-133 ("Audits of States, Local Governments, and Non-profit Organizations") if GRANTEE expends more than \$500,000 from federal awards. *If the GRANTEE has expended more than \$500,000 in federal dollars, a copy of the GRANTEE's audit report for the previous fiscal year must be submitted to the GRANTOR for review within thirty (30) days of signing this Agreement.*

**VII. DEBARMENT CERTIFICATION**

The GRANTEE agrees to comply with the Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions".

**VIII. FUNDS MANAGEMENT**

The GRANTEE must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with other sources. GRANTEE must manage funds according to applicable federal regulations for administrative requirements, costs principles and audits.

The GRANTEE must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds. Rates for mileage, lodging and meals are limited to the rates established by the State of Arizona Travel Policy (<http://www.gao.az.gov/travel/>).

**IX. REPORTING REQUIREMENTS**

Regular reports by the GRANTEE shall include:

a) Programmatic Reports

The GRANTEE shall provide quarterly program activity reports to the GRANTOR within twenty (20) working days of the last day of the quarter in which services are provided. The report shall contain such information as deemed necessary by the GRANTOR.

- a. Quarterly reports are due:
  - i. July 20, 2010
  - ii. October 20, 2010
  - iii. January 20, 2011
  - iv. April 20, 2011
  - v. July 30, 2011 – Final Report
  - vi. The final programmatic report as submitted shall be marked FINAL

b) Financial Reimbursement

The GRANTEE shall provide, as frequently as monthly but not less than quarterly, requests for reimbursement. Reimbursement requests shall be submitted with the Reimbursement Cover Sheet template provided by the GRANTOR. The GRANTEE shall submit a final reimbursement request for expenses obligated prior to the end of the termination of this Agreement no more than thirty (30) days after the end of the Agreement. Requests for reimbursement received later than the thirty (30) days after the Agreement termination will not be paid. The final reimbursement request as submitted shall be marked FINAL.

All reports shall be submitted to the contact person designated in Paragraph XLII, NOTICES, of this Agreement.

**X. ASSIGNMENT AND DELEGATION**

GRANTEE may not assign any rights hereunder without the express, prior written consent of both parties.

**XI. AMENDMENTS**

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal written Agreement amendment signed and approved by and between the duly authorized representative of the GRANTEE and the GRANTOR.

Any such amendment shall: 1) specify an effective date; 2) specify any increases or decreases in the amount of the GRANTEE's compensation if applicable; 3) be titled as an "Amendment"; and 4) be signed by the parties identified in the preceding sentence. The GRANTEE expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

## **XII. SUBCONTRACTORS**

The GRANTEE may enter into written subcontract(s) for performance of certain of its functions under the contract in accordance with terms established in the State of Arizona procurement policy.

The GRANTEE agrees and understand that no subcontract that the GRANTEE enters into with respect to performance under this Agreement shall in any way relieve the GRANTEE of any responsibilities for performance if its duties. The GRANTEE shall give the GRANTOR immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the GRANTEE by any subcontractor or vendor which in the opinion of the GRANTEE may result in litigation related in any way to the Agreement with the GRANTOR.

## **XIII. OFFSHORE PERFORMANCE OF WORK PROHIBITED**

Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.

## **XIV. AGREEMENT RENEWAL**

This Agreement shall not bind nor purport to bind the GRANTOR for any contractual commitment in excess of the original Agreement period.

## **XV. RIGHT TO ASSURANCE**

If the GRANTOR in good faith has reason to believe that the GRANTEE does not intend to, or is unable to perform or continue performing under this Agreement, the GRANTOR may demand in writing that the GRANTEE give a written assurance of intent to perform. Failure by the GRANTEE to provide written assurance within the number of days specified in the demand may, at the GRANTOR's option, be the basis for terminating this Agreement under the terms of this Agreement or other rights and remedies available by law.

## **XVI. CANCELLATION FOR CONFLICT OF INTEREST**

The GRANTOR or the GRANTEE may, by written notice cancel this Agreement without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the State or its subdivisions (unit of local government) is an employee or agent of any

other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective immediately upon receipt of written notice from the GRANTOR or the GRANTEE, unless the notice specifies a later time.

**XVII. THIRD PARTY ANTITRUST VIOLATIONS**

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

**XVIII. AVAILABILITY OF FUNDS**

Every payment obligation of the GRANTOR under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If the funds are not allocated and available for the continuance of this Agreement, the GRANTOR may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to the GRANTOR in the event this provision is exercised, and the GRANTOR shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the GRANTEE in the execution of this Agreement.

**XIX. FORCE MAJEURE**

If either party hereto is delayed or prevented from the performance of any act required in this Agreement due to acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of or payment for such act will be excused for the period of the delay.

**XX. ARBITRATION**

This agreement is subject to arbitration to the extent required by A.R.S. § 12-1518.

**XXI. GOVERNING LAW AND CONTRACT INTERPRETATION**

- a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.
- b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.
- c) Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

**XXII. ENTIRE AGREEMENT**

This Agreement and its Attachments/Exhibits constitute the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or

added to except by a writing signed by all parties hereto in conformity with Section IX Reporting Requirements of this Agreement; provided, however, that the GRANTOR shall have the right to immediately amend this Agreement so that it complies with any new legislation, laws, ordinances, or rules affecting this Agreement. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

**XXIII. RESTRICTIONS ON LOBBYING**

The GRANTEE shall not use funds made available to it under this Agreement to pay for, influence, or seek to influence any officer or employee of a State or Federal government.

**XXIV. LICENSING**

The GRANTEE, unless otherwise exempted by law, shall obtain and maintain all licenses, permits and authority necessary to perform those acts it is obligated to perform under this Agreement.

**XXV. NON-DISCRIMINATION**

The GRANTEE shall comply with all state and federal equal opportunity and non-discrimination requirements and conditions of employment, including the American with Disability Act, in accordance with A.R.S. Title 41, Chapter 9, Article 4 and Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin, disability or political affiliation, shall have equal access to employment opportunities and all applicable provisions and regulations relating to Executive Order No. 13279 – Equal Protection of the Laws for Faith-based and Community Organizations.

**XXVI. SECTARIAN REQUESTS**

Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.

**XXVII. SEVERABILITY**

The provisions of this Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Agreement.

**XXVIII. ADVERTISING AND PROMOTION OF AGREEMENT**

The GRANTEE shall not advertise or publish information for commercial benefit concerning this Agreement without the written approval of the GRANTOR.

**XXIX. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL**

The GRANTOR reserves the right to review and approve any publications funded or partially funded through this Agreement. All publications funded or partially funded through this Agreement shall recognize the GRANTOR, and GRANTOR shall have full

and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all materials prepared under this Agreement.

The GRANTEE agrees that any report, printed matter, or publication issued by the GRANTEE describing programs or projects funded under this agreement in whole or in part with First Things First funds shall contain the following statement:

“This project was supported by the First Things First. Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of First Things First.”

The GRANTEE also agrees that one copy of any such publication, report, printed matter, or publication shall be submitted to the GRANTOR to be placed on file and distributed as appropriate to other potential Grantees or interested parties. The GRANTOR may waive the requirement for submission of any specific publication upon submission of a request providing justification from the GRANTEE.

GRANTOR and GRANTEE recognize that research resulting from this Agreement has the potential to become public information. However, prior to the termination of this Agreement, the GRANTEE agrees that no research-based data resulting from this Agreement shall be published or otherwise distributed in any form without express written permission from the GRANTOR. It is also agreed that any report or printed matter completed as a part of this agreement is a work for hire and shall not be copyrighted by the GRANTEE.

### **XXX. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS**

Any television public service announcement that is produced or funded under this agreement in whole or in part by the GRANTEE shall include closed captioning of the verbal content of such announcement.

### **XXXI. INDEMNIFICATION**

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

Indemnification Language for Non Public Agency. The parties to this Contract agree that Arizona Early Childhood Development and Health Board, its departments, Board and Councils shall be indemnified and held harmless by the Grantee for the vicarious liability of First Things First as a result of entering into this contract. However, the parties further agree that First Things First, its departments, Board and Councils shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

**XXXII. CONFIDENTIALITY OF RECORDS**

The GRANTEE shall establish and maintain procedures and controls that are acceptable to the GRANTOR for the purpose of assuring that no information contained in its records or obtained from the State of Arizona or from a subcontractor under this Agreement shall be used by or disclosed by it, its agents, officers, or employees, except as required, to efficiently perform duties under the Agreement. GRANTEE also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the GRANTEE as needed for performance of duties under this Agreement, unless otherwise agreed to in writing.

**XXXIII. CONFIDENTIALITY OF GRANTEE 'S INFORMATION**

GRANTEE acknowledges that confidentiality provided in A.R.S. § §41-1505.06 (D) and 41-1505.07(J) may be waived with the GRANTEE's consent, and GRANTEE consents to a total and complete waiver of confidentiality. In waiving confidentiality, GRANTEE understand and consents to disclosure of any information submitted to the GRANTOR that concerns the identify, background, financial status, marketing plans, or trade secrets or any other proprietary information related to the GRANTEE or any person or organization involved in the project(s), including the application and supporting materials, unless such information or materials are clearly marked as "confidential".

**XXXIV. TERMINATION 30 day written notice to either party**

- a) The GRANTOR reserves the right to terminate the Agreement in whole or in part due to the failure of the GRANTEE to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses and permits or to make satisfactory progress in performing the Agreement. The GRANTOR staff shall provide written notice of the termination and the reasons for it to the GRANTEE.
- b) The GRANTOR may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement.
- c) Either party may terminate this Agreement by providing (30) thirty days written notice to the other party.

**XXXV. CONTINUATION OF PERFORMANCE THROUGH TERMINATION**

The GRANTEE shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

**XXXVI. PARAGRAPH HEADINGS**

The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

### **XXXVII. COUNTERPARTS**

This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one agreement.

### **XXXVIII. AUTHORITY TO EXECUTE THIS AGREEMENT**

Each individual executing this Agreement on behalf of the GRANTEE represents and warrants that he or she is duly authorized to execute this Agreement.

### **XXXIX. COMPLIANCE WITH FEDERAL IMMIGRATION LAWS AND REGULATIONS**

The GRANTEE shall comply with Executive Order 2005-30, which mandates as follows: 1) The GRANTEE shall, and by signing this agreement does, represents that it is in compliance with all federal immigration laws and regulations; 2) The GRANTEE shall take affirmative action to ensure that all subcontractors of the Contractor execute similar representation; 3) the breach of any such warranty shall be deemed a material breach of this Contract, subject to monetary penalties or other penalties up to and including termination of the Contract; and 4) the State retains the legal right to inspect the papers of any employee who works on the Contract to ensure that the employer is in compliance with its representation.

#### **XL. Prohibition on Government Contracts**

Pursuant to A.R.S. 35-393.06, the GRANTEE certifies that it does not have business operations in either Sudan or Iran.

#### **XLI. Legal Arizona Worker**

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

#### **XLII. Prohibition on Government Contracts**

Pursuant to A.R.S. 35-393.06, the GRANTEE certifies that it does not have business operations in either Sudan or Iran.

**XLIII. NOTICES**

Any and all notices, requests, demands or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing and shall be delivered in person or shall be sent by the United States Postal Service, certified mail, return receipt requested, to the respective parties at the following addresses:

The GRANTEE shall address all program notices relative to this Agreement to:

Arizona Early Childhood Development and Health Board  
Attention: Finance  
4000 North Central, Suite 800  
Phoenix, Arizona 85012

The GRANTEE shall submit reimbursement requests relative to this Agreement to:

Arizona Early Childhood Development and Health Board  
Attention: Finance  
4000 North Central, Suite 800  
Phoenix, Arizona 85012

GRANTOR shall address all notices relative to this Agreement to:

Lorraine Dalrymple, RN  
Gila County Division of Health and Community Services  
5515 S. Apache Avenue, Suite 100  
Globe, AZ 85501

**XLIV. IN WITNESS WHEREOF**

The parties hereto agree to execute this Agreement.

**FOR AND BEHALF OF  
Gila County Board of Supervisors**

**FOR AND BEHALF OF THE  
Arizona Early Childhood Development  
And Health Board**

\_\_\_\_\_  
Michael A. Pastor  
Chairman of the Board Of Supervisors

\_\_\_\_\_  
Rhian Evans Allvin  
Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## Attachment A

The exemption request shall be submitted to First Things First, indicating the name of the person for whom exemption is requested. Included in the exemption request should be:

1. An explanation of the reason for the request.
2. A resume or other indication of qualifications for those staff for whom an exemption is being requested, including educational degrees achieved and any current coursework leading to a degree.
3. A detailed listing of recruitment efforts to recruit staff who meet the required educational qualifications if applicable.

Designated members of the First Things First Policy and Research Team will review the submitted documentation and make the decision to approve or reject the Exemption request.

First Things First reserves the right to request additional information as needed to make a sound decision.

If recruitment efforts are found lacking in rigor, First Things First will require the grantee to design an action plan outlining more significant recruitment in the area of need prior to awarding an exemption.

A notice of approval or rejection will be sent to the grantee within ten (10) business days of receipt of the request.

Progress of personnel hired through an exemption must be documented by grantees on the monthly report.

**ARF-694**  
**Regular BOS Meeting**  
**Date: 08/02/2011**

**Consent Agenda Item Item #: 5- B**

Submitted For: Christine Rocha, Health Programs Manager  
Submitted By: Paula Horn, Health & Emergency Services Division  
Department: Health & Emergency Services Division  
Division: Prevention Services  
Fiscal Year: Budgeted?:  
Contract Dates  
Begin & End:  
Grant?:  
Matching Fund?:  
Requirement?:  
Presenter's Name:

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Information

Request/Subject

Amendment No. 2 to an Intergovernmental Agreement (Contract No. HG060003) with Arizona Department of Health Services.

Background Information

The Gila County Office of Health has been providing tobacco education and prevention for the past fifteen years. The vision statement is for Gila County youth to be tobacco-free while protecting non-smokers (including children and adults) from environmental tobacco access to state-of-the-art cessation services.

Evaluation

The funding will allow the Gila County Office of Health the ability to continue to provide the Tobacco-Free Environments Program. The program will use the following strategies; prevent initiation of tobacco use among youth, eliminate exposure to secondhand smoke and promote cessation among youth and adults to help smokers quit.

Conclusion

Without this funding Gila County would be unable to provide tobacco-free education and support to Gila County residents.

Recommendation

It is the recommendation of the Director of Health and Emergency Services that the Board of Supervisors approve Amendment No. 2 to an Intergovernmental Agreement (Contract No. HG060003) with the Arizona Department of Health Services in the amount of \$135,000 to extend tobacco-free services from July 1, 2011, through June 30, 2012.

Suggested Motion

Approval of Amendment No. 2 to an Intergovernmental Agreement (Contract No. HG060003) between the Arizona Department of Health Services and the Gila County Division of Health and Emergency Services in the amount of \$135,000 to extend the Tobacco-Free Environments Program from July 1, 2011, through June 30, 2012.

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Attachments

Link: Original Contract

Link: Amendment 2

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# INTERGOVERNMENTAL AGREEMENT (IGA)

Contract No. HG060003

ARIZONA DEPARTMENT OF HEALTH SERVICES  
1740 West Adams, Room 303  
Phoenix, Arizona 85007  
(602) 542-1040  
(602) 542-1741 FAX

Project Title: Tobacco Education and Prevention Services

Begin Date: 07/01/2009

Geographic Service Area: Gila County

Termination Date: 06/30/2014

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

- Counties:
- Indian Tribes:
- School Districts:
- City of Phoenix:
- City of Tempe:

A.R.S. §§ 11-201, 11-951, 11-952 and 36-182.  
 A.R.S. §§ 11-951, 11-952 and the rules and sovereign authority of the contracting Indian Nation.  
 A.R.S. §§ 11-951, 11-952, and 15-342.  
 Chapter II, §§ 1 & 2, Charter, City of Phoenix.  
 Chapter 1, Article 1, §§ 1.01 & 1.03, Charter, City of Tempe.

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

Arizona Transaction (Sales) Privilege: \_\_\_\_\_  
 Federal Employer Identification No: \_\_\_\_\_  
 Tax License No: \_\_\_\_\_  
 Contractor Name: Gila County Division of Health and Community Services  
 Address: 5515 S. Apache Ave. Suite 100  
Globe, AZ 85501

**FOR CLARIFICATION, CONTACT:**  
 Name: Christine Rocha  
 Phone: (928) 402-8789  
 FAX No: (928) 425-0794

**CONTRACTOR SIGNATURE:**  
 The Contractor agrees to perform all the services set forth in the Agreement and Work Statement. In accordance with A.R.S. 35-391 06 and A.R.S. 35-393 06, the Contractor hereby certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.  
Shirley Dawson 7/20/09  
 Signature of Person Authorized to Sign Date  
Shirley Dawson, Chairman  
 Print Name and Title  
Gila County  
Board of Supervisors

This Contract shall henceforth be referred to as Contract No. HG060003. The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until Contractor receives a fully executed copy of the contract.  
 State of Arizona  
 Signed this 10<sup>th</sup> day of August, 2009  
Christine Rocha  
 Procurement Officer

**CONTRACTOR ATTORNEY SIGNATURE:**  
 Pursuant to A.R.S. § 11-952, the undersigned Contractor's Attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona.  
Bryan B. Chambers 7/7/09  
 Signature of Person Authorized to Sign Date  
Bryan B. Chambers Chief Deputy County Attorney  
 Print Name and Title

**RESERVED FOR USE BY THE SECRETARY OF STATE**  
 No. 30979  
 Filed with the Secretary of State  
 Date Filed: 8/10/09  
Kelen Pflanz  
 Secretary of State

Attorney General Contract, No. PIGA2009000344, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those parties to the Agreement represented by the Attorney General.  
 The Attorney General, BY:  
Ron Johnson 8/5/09  
 Signature Date  
 Assistant Attorney General: Ron Johnson

By: KBenz

<b>Contract Number</b>	<b>INTERGOVERNMENTAL AGREEMENT</b>
HG060003	<b>TERMS AND CONDITIONS</b>

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

<b>Contract Number</b> HG060003	<b>INTERGOVERNMENTAL AGREEMENT</b> <b>TERMS AND CONDITIONS</b>
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**2 Contract Type.**

This Contract shall be Cost Reimbursement

**3. Contract Interpretation.**

- 3.1 Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona.
- 3.2 Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 3.3 Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
  - 3.3.1 Terms and Conditions;
  - 3.3.2 Statement or Scope of Work;
  - 3.3.3 Attachments;
  - 3.3.4 Referenced Documents.
- 3.4 Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 3.5 Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract
- 3.6 No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.
- 3.7 No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- 3.8 Headings. Headings are for organizational purposes only and shall not be interpreted as having legal significance or meaning.

**4. Contract Administration and Operation.**

- 4.1 Term. As indicated on the signature page of the Contract, the Contract shall be effective as of the Begin Date and shall remain effective until the Termination Date.
- 4.2 Contract Renewal. This Contract shall not bind, nor purport to bind, the State for any contractual commitment in excess of the original Contract period. The term of the Contract shall not exceed five years. However, if the original contract period is for less than five years, the State shall have the right, at its sole option, to renew the Contract, so long as the original Contract period together with the renewal periods does not exceed five years. If the State exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the exception of price and Scope of Work, which may be renegotiated.
- 4.3 New Budget Term. If a budget term has been completed in a multi-term Contract, the parties may agree to change the amount and type of funding to accommodate new circumstances in the next budget term. Any increase or decrease in funding at the time of the new budget term shall coincide with a change in the Scope of Work or change in cost of services as approved by the Arizona Department of Health Services.

<b>Contract Number</b> HG060003	<b>INTERGOVERNMENTAL AGREEMENT</b> <b>TERMS AND CONDITIONS</b>
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- 4.4 **Non-Discrimination.** The Contractor shall comply with State Executive Order No. 99-4, as applicable, and all other applicable Federal and State non-discrimination laws, rules and regulations, including, but not limited to Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act of 1975, Federal Executive Order 11246, Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, Title VI of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act of 1990 (Public Law 101-366), and all other acts required for compliance with the federal funding source.
- 4.5 **Records and Audit.** Under A.R.S. § 35-214 and A.R.S. § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State and where applicable the Federal Government at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 4.6 **Financial Management.** For all contracts, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for the ADHS funded programs shall be used by the Contractor in the management of contract funds and by the State when performing a contract audit. Funds collected by the Contractor in the form of fees, donations and/or charges for the delivery of these contract services shall be accounted for in a separate fund.
- 4.6.1 **Federal Funding.** Contractors receiving federal funds under this contract shall comply with the certified finance and compliance audit provision of the Office of Management and Budget (OMB) Circular A-133, if applicable. The federal financial assistance information shall be stated in a Change Order or Purchase Order.
- 4.6.2 **State Funding.** Contractors receiving state funds under this contract shall comply with the certified compliance provisions of A.R.S. § 35-181.03.
- 4.7 **Inspection and Testing.** The Contractor agrees to permit access, at reasonable times, to its facilities.
- 4.8 **Notices.** Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the signature page by the Contractor, unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to an ADHS Procurement Officer, unless otherwise stated in the Contract. An authorized ADHS Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice, and an amendment to the Contract shall not be necessary.
- 4.9 **Advertising and Promotion of Contract.** The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of an ADHS Procurement Officer.
- 4.10 **Property of the State.**
- 4.10.1 **Equipment.** Except as provided below or otherwise agreed to by the parties, the title to any and all equipment acquired through the expenditure of funds received from the State shall remain the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. When this Contract is terminated, the disposition of all such property shall be determined by the ADHS. For Fixed Price contracts, when the Contractor provides the services/materials required by the contract, any and all equipment purchased by the Contractor remains the property of the Contractor. All purchases of equipment need to be reported to the ADHS Office of Inventory Control.
- 4.10.2 **Title and Rights to Materials.** As used in this section, the term "Materials" means all products created or produced by the Contractor under this Contract, including, but not limited to: written and electronic information, recordings, reports, research, research findings, conclusions, abstracts, results, software, data and any other intellectual property or deliverables created, prepared, or

Contract Number	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
HG060003	

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

*Notwithstanding the above, if the Contractor is a State agency, the following shall apply instead:* It is the intention of ADHS and Contractor that all material and intellectual property developed under this Agreement be used and controlled in ways to produce the greatest benefit to the parties to this Contract and the citizens of the State of Arizona. As used in this paragraph, "Material" means all written and electronic information, recordings, reports, findings, research information, abstracts, results, software, data, discoveries, inventions, procedures and processes of services developed by the Contractor and any other materials created, prepared or received by the Contractor and subcontractors in performance of this Agreement. "Material" as used herein shall not include any pre-existing data, information, materials, discoveries, inventions or any form of intellectual property invented, created, developed or devised by Contractor (or its employees, subcontractors or agents) prior to the commencement of the services funded by this Agreement or that may result from Contractor's involvement in other service activities that are not funded by the Agreement.

Title and exclusive copyright to all Material shall vest in the State of Arizona, subject to any rights reserved on behalf of the federal government. As State agencies and instrumentalities, both ADHS and Contractor shall have full, complete, perpetual, irrevocable and non-transferable rights to reproduce, duplicate, adapt, make derivative works, distribute, display, disclose, publish and otherwise use any and all Material. The Contractor's right to use Material shall include the following rights: the right to use the Material in connection with its internal, non-profit research and educational activities, the right to present at academic or professional meetings or symposia and the right to publish in journals, theses, dissertations or otherwise of Contractor's own choosing. Contractor agrees to provide ADHS with a right of review prior to any publication or public presentation of the Material, and ADHS shall be entitled to request the removal of its confidential information or any other content the disclosure of which would be contrary to the best interest of the State of Arizona. Neither party shall release confidential information to the public without the prior expressly written permission of the other, unless required by the State public records statutes or other law, including a court order. Each party agrees to give recognition to the other party in all public presentations or publications of any Material, when releasing or publishing them.

In addition, ADHS and Contractor agree that any and all Material shall be made freely available to the public to the extent it is in the best interest of the State. However, if either party wants to license or assign an intellectual property interest in the material to a third-party for monetary compensation, ADHS and Contractor agree to convene to determine the relevant issues of title, copyright, patent and distribution of revenue. In the event of a controversy as to whether the Material is being used for monetary compensation or in a way that interferes with the best interest of the state or ADHS, then the Arizona Department of Administration shall make the final decision. Notwithstanding the above, "monetary compensation" does not include compensation paid to an individual creator for traditional publications in academia (the copyrights to which are Employee-Excluded Works under ABOR Intellectual Property Policy Section 6-908C.4.), an honorarium or other reimbursement of expenses for an academic or professional presentation, or an unprofitable distribution of Material.

<b>Contract Number</b> <b>HG060003</b>	<b>INTERGOVERNMENTAL AGREEMENT</b> <b>TERMS AND CONDITIONS</b>
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**5. Costs and Payments.**

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

**5.2 Recoupment of Contract Payments.**

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

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

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

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

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

**5.4 Applicable Taxes.**

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

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

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

<b>Contract Number</b> HG060003	<b>INTERGOVERNMENTAL AGREEMENT</b> <b>TERMS AND CONDITIONS</b>
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5.5 Availability of Funds for the Next Fiscal Year. Funds may not be presently available for performance under this Contract beyond the first year of the budget term or Contract term. The State may reduce payments or terminate this contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated in the subsequent budget term. The State shall not be liable for any purchases or Subcontracts entered into by the Contractor in anticipation of such funding. The Procurement Officer shall have the discretion in determining the availability of funds.

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

- 5.6.1 Accept a decrease in price offered by the Contractor;
- 5.6.2 Reduce the number of goods or units of service and reduce the payments accordingly;
- 5.6.3 Offer reductions in funding as an alternative to contract termination; or
- 5.6.4 Cancel the Contract.

**6. Contract Changes.**

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

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

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

**7. Risk and Liability.**

7.1 Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received and accepted by authorized personnel at the location designated in the Purchase Order, Change Order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

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

7.3 Indemnification - Patent and Copyright. To the extent permitted by A.R.S. § 41-621 and A.R.S. § 35-154, the Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of performance of the Contract or use by the State of materials furnished by or work performed under this Contract. The State shall

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HG060003	TERMS AND CONDITIONS

reasonably notify the Contractor of any claim for which it may be liable under this paragraph.

**7.4 Force Majeure.**

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

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

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

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

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

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

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

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

**8. Description of Materials.** The following provisions shall apply to Materials only:

**8.1 Liens.** The Contractor agrees that the Materials supplied under this Contract are free of liens. In the event the Materials are not free of liens, Contractor shall pay to remove the lien and any associated damages or replace the Materials with Materials free of liens.

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

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

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

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

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

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

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

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

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

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

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

9. **State's Contractual Remedies.**

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

9.2 Stop Work Order.

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

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

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

9.4 Right of Offset. The State shall be entitled to offset against any sums due the Contractor in any Contract with the State or damages assessed by the State because of the Contractor's non-conforming performance

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or failure to perform this Contract. The right to offset may include, but is not limited to, a deduction from an unpaid balance and a collection against the bid and/or performance bonds. Any offset taken for damages assessed by the State shall represent a fair and reasonable amount for the actual damages and shall not be a penalty for non-performance.

**10 Contract Termination.**

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

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

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

**10.4 Termination Without Cause**.

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

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

**10.4.3** If the State terminates this Contract pursuant to this Section, the State shall pay the Contractor the Contract price for all Services and Materials completed up to the date of termination. In a fixed price contract, the State shall pay the amount owed for the Services or Materials by multiplying the unit of service or item cost by the number of unpaid service units or items. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by GAAP up to the date of termination. Upon such termination, the Contractor shall deliver to the ADHS all deliverables completed. ADHS may require Contractor to negotiate the terms of any remaining deliverables still due.

**10.5 Mutual Termination**. This Contract may be terminated by mutual written agreement of the parties specifying the termination date and the terms for disposition of property and, as necessary, submission of required deliverables and payment therein.

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- 10.6 **Termination for Default.** The State reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any material obligation, term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. In the event the ADHS terminates the Contract in whole or in part as provided in this paragraph, the ADHS may procure, upon such terms and in such manner as deemed appropriate, Services or Materials, similar to those terminated, and Contractor shall be liable to the ADHS for any excess costs incurred by the ADHS in obtaining such similar Services or Materials.
- 10.7 **Continuation of Performance Through Termination.** Upon receipt of the notice of termination and until the effective date of the notice of termination, the Contractor shall perform work consistent with the requirements of the Contract and, if applicable, in accordance with a written transition plan approved by the ADHS. If the Contract is terminated in part, the Contractor shall continue to perform the Contract to the extent not terminated. After receiving the notice of termination, the Contractor shall immediately notify all subcontractors, in writing, to stop work on the effective date of termination, and on the effective date of termination, the Contractor and subcontractors shall stop all work.
- 10.8 **Disposition of Property.** Upon termination of this Contract, all property of the State, as defined herein, shall be delivered to the ADHS upon demand.
11. **Arbitration.** Pursuant to A.R.S. § 12-1518, disputes under this Contract shall be resolved through the use of arbitration when the case or lawsuit is subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12-133.
12. **Communication.**
- 12.1 **Program Report.** When reports are required by the Contract, the Contractor shall provide them in the format approved by ADHS.
- 12.2 **Information and Coordination.** The State will provide information to the Contractor pertaining to activities that affect the Contractor's delivery of services, and the Contractor shall be responsible for coordinating their activities with the State's in such a manner as not to conflict or unnecessarily duplicate the State's activities. As the work of the Contractor progresses, advice and information on matters covered by the Contract shall be made available by the Contractor to the State throughout the effective period of the Contract.
13. **Client Grievances.** If applicable, the Contractor and its subcontractors shall use a procedure through which clients may present grievances about the operation of the program that result in the denial, suspension or reduction of services provided pursuant to this Contract and which is acceptable to and approved by the State.
14. **Sovereign Immunity.** Pursuant to A.R.S. § 41-621(O), the obtaining of insurance by the State shall not be a waiver of any sovereign immunity defense in the event of suit.
15. **Fingerprint and Certification Requirements/Juvenile Services.**
- 15.1 **Paid and Unpaid Personnel.** The Contractor shall ensure that all paid and unpaid personnel who are required or are allowed to provide Services directly to juveniles have obtained fingerprint clearance cards in accordance with A.R.S. § 41-1758 et. seq.
- 15.2 **Costs.** The Contractor shall assume the costs of fingerprint certifications and may charge these costs to its fingerprinted personnel.
16. **Administrative Changes.** The Procurement Officer, or authorized designee, reserves the right to correct any obvious clerical, typographical or grammatical errors, as well as errors in party contact information (collectively, "Administrative Changes"), prior to or after the final execution of a Contract or Contract Amendment. Administrative Changes subject to permissible corrections include: misspellings, grammar errors, incorrect addresses, incorrect Contract Amendment numbers, pagination and citation errors, mistakes in the labeling of the rate as either extended or unit, and calendar date errors that are illogical due to typographical error. The

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Procurement Office shall subsequently send to the Contractor notice of corrections to administrative errors in a written confirmation letter with a copy of the corrected Administrative Change attached.

17. **Survival of Terms After Termination or Cancellation of Contract.** All applicable contract terms shall survive and apply after contract termination or cancellation to the extent necessary for Contractor to complete and for the ADHS to receive and accept any final deliverables that are due after the date of the termination or cancellation.

18. **Health Insurance Portability and Accountability Act of 1996 (HIPAA).** The Contractor warrants that it is familiar with the requirements of HIPAA and HIPAA's accompanying regulations and will comply with all applicable HIPAA requirements in the course of this contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the contract so that both the ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the ADHS Privacy Officer and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep the ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.

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

19. **Compliance Requirements for A.R.S. § 41-4401, Government Procurement: E-Verify Requirement.**

19.1 The Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.")

19.2 A breach of a warranty regarding compliance with Immigration laws and regulations shall be deemed a material breach of the Contract and the Contractor may be subject to penalties up to and including termination of the Contract.

19.3 Failure to comply with a State audit process to randomly verify the employment records of Contractors and subcontractors shall be deemed a material breach of the Contract and the Contractor may be subject to penalties up to and including termination of the Contract.

19.4 The State Agency retains the legal right to inspect the papers of any employee who works on the Contract to ensure that the Contractor or subcontractor is complying with the warranty under paragraph 1.

20. **A.R.S. 35-393 and A.R.S. 35-391.** In accordance with A.R.S. 35-393 and A.R.S. 35-391, the Contractor shall not have scrutinized business operations in Iran or Sudan.

21. **Comments Welcome.** The ADHS Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: ADHS Procurement Administrator, Arizona Department of Health Services, 1740 West Adams, Suite 303, Phoenix, Arizona, 85007.

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1. **Background**

Tobacco use is the leading preventable cause of death and disease in the United States, contributing to more than 430,000 deaths annually. Tobacco control programs are designed ultimately to help reduce disease, disability and death related to tobacco use.

The mission of the Arizona Department of Health Services Bureau of Tobacco and Chronic Disease (ADHS-BTCD) is to work together to build individual, organizational and community capacities to reduce the impact of commercial tobacco abuse. This is accomplished through the development of quality programs and services, creation of strategic partnerships and collaborations, and elimination of tobacco related health disparities.

ADHS-BTCD engages statewide organizations, county health departments, community partners and Arizona Native American Tribes to conduct tobacco education and prevention programs, in order to accomplish these critical strategic goals:

- 1.1. Reduce Initiation of Tobacco Use among Youth;
- 1.2. Reduce Exposure to Secondhand Smoke;
- 1.3. Promote Smoking Cessation among Youth and Adults and Help Smokers Quit;
- 1.4. Identify and Eliminate Tobacco Related Disparities in Specific Population Groups;
- 1.5. Assist in the Prevention and Early Detection of Four Leading Tobacco-Related Causes of Death in Arizona;
- 1.6. Develop and Implement a Comprehensive Tobacco Control Communication Plan;
- 1.7. Conduct Surveillance and Evaluation; and
- 1.8. Develop and Promote Public Policies that Reduce the Impact of Commercial Tobacco Use.

2. **Purpose**

The ADHS-BTCD intends to establish an Intergovernmental Agreement with Gila County Tobacco Free Environments Program (TFE) to provide tobacco education and prevention services in Gila County.

3. **Tasks and Requirements**

The Contractor shall:

- 3.1 Adhere to the guidelines and principles of the initiatives set forth in *A Strategic Plan for a Tobacco Free Arizona* ([http://www.tobaccofreearizona.com/reports/pdf/tfa\\_strategic-plan.pdf](http://www.tobaccofreearizona.com/reports/pdf/tfa_strategic-plan.pdf)) that pertain to the services and activities identified in Scope of Work/Action Plan (Attachment A);
- 3.2 Perform the services and activities identified in the Scope of Work/Action Plan (Attachment A), to address the ADHS Strategic Plan goals:
  - Goal #1: Reduce Initiation of Tobacco Use among Youth,
  - Goal #2: Eliminate Exposure to Secondhand Smokers, and
  - Goal #3: Promote smoking Cessation among Youth and Adults and help Smokers Quit;
- 3.3 Integrate into tobacco education, information about the effects of chronic disease and specifically the four leading causes of death (cancer, heart disease, stroke, and pulmonary disease) among Arizona citizens as

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it pertains to tobacco initiation and usage;

- 3.4 Develop tobacco control community-based initiatives, which work to build a comprehensive approach to asset mapping;
- 3.5 Collect and report to the ADHS-BTCD Research and Evaluation Team and ADHS-BTCD contracted evaluators, data relevant to key tobacco control outcomes as identified by the ADHS-BTCD Required evaluation processes and measures are defined, and shall be followed, according to the Contractor Evaluation Guidelines (Attachment B);
- 3.6 Adhere to the Partner Marketing, Media and Communications Guidelines (Attachment C);
- 3.7 Attend the following meetings in person, unless waived with approval from the ADHS-BTCD Program Director:
  - 3.7.1 Quarterly County Partner Meetings,
  - 3.7.2 Regional County Partner Meetings, and
  - 3.7.3 County Partner Specific Meetings.

Dates, locations and times will be released by ADHS-BTCD no less than ten (10) business days prior to the actual meeting; and
- 3.8 Attend the following meetings in person or via teleconference, unless waived with approval from the ADHS-BTCD Program Director:
  - 3.8.1 County Partner Updates Meetings,
  - 3.8.2 Media/Marketing Updates Meetings, and
  - 3.8.3 Community Network Development Meetings.

Teleconference meeting logistics will be released by ADHS-BTCD no less than five (5) business days prior to the actual meeting.

**4. Deliverables**

The Contractor shall submit the following to the ADHS-BTCD:

- 4.1 Information on educational activities utilizing the Event Reporting Form (<http://www.azteppdata.org>), due thirty (30) days after the event completion;
- 4.2 Contractor Expenditure Report (CER) (Attachment E, electronic version available upon request to ADHS), due fifteen (15) days after month end;
- 4.3 Quarterly Report (Attachment D) addressing the items listed in the Action Plan, due October 31<sup>st</sup>, January 30<sup>th</sup>, July 31<sup>st</sup> and April 30<sup>th</sup> of each year; and
- 4.4 Annual Report highlighting all activities for the year, in a one (1) to two (2) pages summary, due July 31<sup>st</sup> of each year

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5. **Notices, Correspondence and Deliverables**

5.1 Notices, Correspondence and Deliverables from the Contractor to the ADHS shall be sent to:

Arizona Department of Health Services  
Bureau of Tobacco and Chronic Disease  
Attn: Todd Pearce, Program Director  
150 N. 18<sup>th</sup> Ave, Suite 310  
Phoenix, AZ 85007  
Telephone: 602-364-0837  
Facsimile: 602-364-0844  
E-Mail: [pearcet@azdhs.gov](mailto:pearcet@azdhs.gov)

5.2 Notices and Correspondence from the ADHS to the Contractor shall be sent to:

Gila County Division of Health and Community Services  
Tobacco Free Environments Program  
Attn: Christine Rocha  
1400 E. Ash Street  
Globe, AZ 85501  
Telephone: (928) 425-3231, ext 8789  
Facsimile: (928) 425-0794  
E-Mail: [crocha@co.gila.az.us](mailto:crocha@co.gila.az.us)

5.3 Payments from the ADHS to the Contractor shall be sent to:

Gila County Health Department  
Attn: David Fletcher  
1400 E. Ash Street  
Globe, AZ 85501  
Telephone: 928-402-8801  
E-Mail: [dfletcher@co.gila.az.us](mailto:dfletcher@co.gila.az.us)

Contract Number	<b>INTERGOVERNMENTAL AGREEMENT PRICE SHEET</b>
HG060003	

Effective July 1, 2009

Cost Reimbursement Line Items	Budget Amount
1 Personnel Services/Employee Related Expenses	\$103,642
2. Professional & Outside Services	\$635
3. Travel Expenses	\$1,136
4. Other Operating Expense	\$29,555
5. Capital Outlay Expense	\$0
6. Other (Indirect Costs)	\$5,032
<b>Total Contract Amount (not to exceed)</b>	<b>\$140,000</b>

**ITEMIZED SERVICE BUDGET (ISB) RESTRICTIONS:**

- A. The Contractor is authorized to transfer up to a maximum of 10% of the total Contract amount among the categorical line items. Transfers of funds are only allowed among funded line items as detailed in the original ISB. Transfers exceeding 10% of the contracted amount, or to a non-funded line item, shall require a Contract amendment.
- B. Indirect Costs shall not exceed 15% of the combined total of Personnel Services and Employee Related Expenses as listed on the ISB. For more detailed information regarding indirect costs, refer to the ADHS Accounting and Auditing Procedures Manual for Contractors of ADHS Funded Programs. This manual is incorporated into this Contract by reference herein.

**AUTHORIZATION FOR PROVISION OF SERVICES:**

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

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INTERGOVERNMENTAL AGREEMENT  
ATTACHMENT A – SCOPE OF WORK/ACTION PLAN

Project Period: July 1st – June 30th of each year

Strategic Plan Goal 1: Reduce Initiation of Tobacco Use among Youth

Target Group	Activities/Services	Deliverables	Outcomes	Lead Person	Timeline	Measurement Tool
1. 4th grade students	Students will receive intensive services using Get Real About Tobacco curriculum	Get Real About Tobacco, delivered six (6) classes over six (6) weeks taught by the 4 <sup>th</sup> grade teachers in ten (10) schools	Increase refusal skills awareness and reduce initiation of tobacco use among youth	Program Manager	Nov 1 <sup>st</sup> - May 31 <sup>st</sup> of each year	School Event Form
2. 5th grade students	Students will receive less intensive services to include Get Real about Tobacco Boosters	Get Real about Tobacco Boosters taught by peer educators, two (2) classes in ten (10) schools.	Increase refusal skills awareness and reduce initiation of tobacco use among youth	Program Manager	Nov 1 <sup>st</sup> - May 31 <sup>st</sup> of each year	School Event Form
3. 6th grade students	Students will receive intensive services using Toward No Tobacco (TNT)	TNT taught by peer educators in 10 schools (6 classes over 6 weeks).	Increase refusal skills awareness and reduce initiation of tobacco use among youth	Program Manager	Nov 1 <sup>st</sup> - May 31 <sup>st</sup> of each year	School Event Form
4. 7th grade students	Students will receive less intensive services to include TNT Boosters	TNT Boosters taught by peer educator, two (2) classes in ten (10) schools.	Increase refusal skills awareness and reduce initiation of tobacco use among youth	Program Manager	Nov 1 <sup>st</sup> - May 31 <sup>st</sup> of each year	School Event Form
5. Middle school and high-school students	Brief interventions	Brief interventions provided to approximately three thousand (3,000) students in seven (7) schools.	Increase refusal skills awareness and reduce initiation of tobacco use among youth	Program Manager	Oct 1 <sup>st</sup> - May 31 <sup>st</sup> of each year	School Event Form
6. Fourteen (14) – seventeen (17) year old youth	Youth will be recruited to participate in the compliance check program for the Attorney General's Office (AGO).	Assist the AGO in locating vendors selling tobacco products to minors.	Reduce the number of vendors selling tobacco products to minors.	Program Manager	July 1 <sup>st</sup> - June 30 <sup>th</sup> of each year	Contact with AG's Office via BTCDC
7. Tobacco retailers	Pursue licensure of tobacco retailers	Work with the AGO office to pursue to the licensure of tobacco retailers.	Policies around the regulating and licensure of tobacco products	Program Manager	July 1 <sup>st</sup> - June 30 <sup>th</sup> of each year	Contact with AGO via BTCDC

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ADHS-BTCD collaborates with the University of Arizona Evaluation, Research and Development Unit (UA/ERDU) to coordinate program evaluation plans and activities across the state. In order to implement a quality evaluation plan of Arizona's comprehensive tobacco control program, ADHS-BTCD Contractors shall participate in the following activities:

1. Quarterly evaluation trainings conducted by UA/ERDU (at least one (1) staff member);
2. Quarterly BTCD Evaluation Working Group (staff member attendance requested by invitation):
  - 2.1 Collaborate on the development of evaluation instruments and reports, including review and feedback on report drafts, and
  - 2.2 Participate in discussions regarding the interpretation of report results;
3. Event form data collection:
  - 3.1 Participate in trainings to assure data quality,
  - 3.2 Adhere to online directions for completing and entering forms at ([www.azteppdata.org](http://www.azteppdata.org)), and
  - 3.3 Input events into web-based form within thirty (30) days of event completion;
4. Intensive school-based evaluation data collection:
  - 4.1 Participate in trainings to assure data quality,
  - 4.2 Develop feasible data collection processes at the local level,
  - 4.3 Adhere to guidelines for completing and mailing forms, and
  - 4.4 Mail forms within fourteen (14) days of class completion;
5. Cessation service data collection (Client Intake Form-See attachment)\*:
  - 5.1 Participate in trainings to assure data quality,
  - 5.2 Adhere to guidelines for completing and mailing (or inputting) forms, and
  - 5.3 Mail forms within fourteen (14) days of cessation class completion;
6. Identification and implementation of additional program evaluation activities to fulfill individual project needs, as necessary:
  - 6.1 Evaluation activities (including surveys) shall be planned with input from ADHS-BTCD and UA/ERDU staff to assure consistency of methods and instruments, and
  - 6.2 Pilot projects shall have an evaluation plan in place before being implemented.

\*Applicable only to contractors providing services in the relevant areas: community outreach, school-based prevention, and cessation respectively.

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**Strategic Plan Goal 2: Reduce Exposure to Secondhand Smoke**

<b>Target Group</b>	<b>Activities/Services</b>	<b>Deliverables</b>	<b>Outcomes</b>	<b>Lead Person</b>	<b>Timeline</b>	<b>Measurement Tool</b>
1. Parents and other family members	Educational presentations to adults	Present information to adults regarding living a healthy lifestyle and the dangers of secondhand smoke.	Increased awareness among adults	Program Manager	July 1 <sup>st</sup> - June 30 <sup>th</sup> of each year	Event Form

**Strategic Plan Goal 3: Promote Smoking Cessation among Youth and Adults and Help Tobacco Users Quit**

<b>Target Group</b>	<b>Activities/Services</b>	<b>Deliverables</b>	<b>Outcomes</b>	<b>Lead Person</b>	<b>Timeline</b>	<b>Measurement Tool</b>
1. Youth who use tobacco	Provide TNT curricula to Gila County Juvenile Detention Center.	Twelve (12) weeks of TNT provided to individuals in the Gila County Juvenile Detention Center.	Promote smoking cessation among youth	Program Manager	Mar 1 <sup>st</sup> - June 30 <sup>th</sup> of each year	Event Form
2. Youth who have been caught using tobacco	Provide TEG & TAP curricula to the Gila County Teen Court and/or Schools.	TEG & TAP provided to individuals referred by the Gila County Teen Court and/or school administration officials.	Promote smoking cessation among youth who have been caught using tobacco products	Program Manager	Aug 1 <sup>st</sup> - June 30 <sup>th</sup> of each year	Event Form
3. Adult who use tobacco	Refer Gila County residents seeking cessation services to the Arizona Smokers' Help Line (ASHLine).	ASHLine referrals and materials provided to adults referred by TFE.	Promote smoking cessation provided by ASHLine	Program Manager	July 1 <sup>st</sup> - June 30 <sup>th</sup> of each year	Evaluation Unit
4. Adults who use tobacco	Offer tobacco use screenings and brief interventions as part of routine patient care in all healthcare settings.	ASHLine referrals and materials provided to adults referred by TFE.	Promote smoking cessation provided by ASHLine	Program Manager	July 1 <sup>st</sup> - June 30 <sup>th</sup> of each year	Evaluation Unit

<b>Contract Number</b> <b>HG060003</b>	<b>INTERGOVERNMENTAL AGREEMENT</b> <b>ATTACHMENT C – MARKETING, MEDIA AND COMMUNICATIONS GUIDELINES</b>
-------------------------------------------	------------------------------------------------------------------------------------------------------------

1. **Overview**

The Arizona Department of Health Services Bureau of Tobacco and Chronic Disease (ADHS-BTCD) will provide marketing support to contractors by developing and implementing statewide marketing and media campaigns. In addition to ADHS-BTCD's overall campaigns, a representative from the ADHS-BTCD will work directly with each Partner to implement local efforts in support of the statewide marketing and media campaigns.

ADHS-BTCD will work with each Partner to develop an action plan for implementing local marketing efforts to support the statewide campaigns. Partner Marketing Action Plans may include local events to promote campaigns, targeted media purchases, targeted earned media efforts, youth coalition activities and participation in statewide events or activities. Additionally, ADHS-BTCD staff will provide technical assistance to help Partners implement locally elements of the statewide marketing and media campaigns.

ADHS-BTCD will have input/feedback sessions at live meetings and via telephone conference call to solicit input/feedback from Partners regarding its campaigns on an on-going basis. Partners will have the opportunity to participate in these sessions throughout the concept development, development and implementation phases of marketing and media campaigns.

2. **Overall Marketing Campaign Goals**

ADHS-BTCD Marketing Campaign Goals:

- 2.1 Provide consistent messaging statewide to support Community Network Development efforts by all Partners of ADHS-BTCD by offering Tobacco Free Arizona as one brand name under which all Partners statewide can operate, one message platform from which to communicate the messages of the statewide program, and one web location for the statewide tobacco program;
- 2.2 Develop and implement a statewide campaign to prevent youth ages 12-17 years old from initiating tobacco use;
- 2.3 Extend the reach of the statewide campaign to prevent youth ages 12-17 years old from initiating tobacco use by providing technical assistance and support for the development of youth coalitions statewide;
- 2.4 Develop and implement a statewide campaign to promote smoking cessation among adults, and young adults (age 18-24 years old) and drive potential quitters to utilize the services of Arizona's Smokers' Helpline (ASHLine);
- 2.5 Provide Partners with promotional material for purposes of promoting ASHLine to the public/potential clients of ASHLine statewide;
- 2.6 Develop a comprehensive tobacco education and chronic disease prevention message to increase awareness of prevention resources statewide and to increase referrals to Arizona's Smokers' Helpline (ASHLine) statewide;
- 2.7 Utilize a comprehensive tobacco education and chronic disease prevention message to increase awareness of prevention resources statewide and to increase referrals to Arizona's Smokers' Helpline (ASHLine) through worksite wellness visits statewide; and
- 2.8 Extend the reach of the all campaigns statewide via public relations and community outreach efforts in collaboration with County Partners and other statewide Community Partners.

3. **Local Efforts/Community Campaign Implementation**

- 3.1 ADHS-BTCD will work with each Partner to develop an action plan for implementing local marketing efforts to support the statewide campaigns. Additionally, ADHS-BTCD staff will provide technical assistance to help Partners implement elements of the statewide campaigns locally.

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- 3.2 To ensure consistency of messaging and to ensure most economical economies of scale in production are achieved, ADHS-BTCD Marketing will provide all materials for implementing local marketing efforts to support its statewide campaigns. That is to say ADHS-BTCD will develop, produce and distribute:**
- 3.2.1 Printed materials (brochures, flyers, posters);**
  - 3.2.2 Broadcast advertisements (television, in-theater, radio, web-based);**
  - 3.2.3 Press releases, fact sheets, and customizable “fill in the blank” templates for use by local Partners in local earned media/public relations efforts;**
  - 3.2.4 Internet advertisements (banner advertising, social media placements);**
  - 3.2.5 Web sites and collateral materials to drive the target audience to web sites;**
  - 3.2.6 Giveaway/promotional items/gifts;**
  - 3.2.7 Incentive items/prizes;**
  - 3.2.8 Text/e-generated messaging;**
  - 3.2.9 Outdoor boards, billboards, mall kiosks, bus/other outdoor kiosks, banners, display materials, booth materials/outdoor promotions;**
  - 3.2.10 Promotional material for purposes of promoting ASHLine to the public/potential clients;**
  - 3.2.11 Newsletters and e-generated messaging;**
  - 3.2.12 DVDs, CDs and/or media to be distributed of any of the above materials;**
  - 3.2.13 Materials, equipment, resources, needed to hold events to generate additional interest in marketing and media campaigns and to fuel youth coalition activities statewide; and**
  - 3.2.14 Partners of ADHS-BTCD will be provided with toolkits including quantities of all materials (where applicable) or on-line toolkits to locally promote all statewide marketing and media campaigns prior to the launch of any/all campaigns and throughout the duration of each campaign. Additional quantity of materials will be held in ADHS-BTCD inventory and will be available for ADHS-BTCD Partners to order via an email inventory system maintained by ADHS-BTCD Marketing.**
- 3.3 In order to ensure consistency of messaging statewide, Partners of ADHS-BTCD shall not produce locally additional materials or alternate materials for the promotion of the statewide campaigns. Additionally, Partners of ADHS-BTCD shall not alter, change, recreate and/or reproduce materials provided to promote statewide campaigns. In order to ensure consistency of messaging statewide and to ensure that all material produced by Partners of ADHS-BTCD are in compliance with all ADHS Marketing and Logo Usage Policy Guidelines, ADHS-BTCD Partners shall not create and/or produce marketing, media, promotions or campaigns locally that are not created or produced in conjunction with ADHS-BTCD Marketing. Creation or production of any marketing, media, promotions or campaign outside of ADHS-BTCD Marketing needs to be routed to ADHS-BTCD for approval prior to funds being committed to the creation, production or implementation of any materials.**
- 3.4 Any marketing, media, promotions or campaign materials submitted to ADHS-BTCD for approval will be submitted to the ADHS Marketing Review Committee Process for approval and will be subject to the approval of the ADHS Marketing Review Committee. Any marketing, media, promotions or campaign materials submitted to ADHS-BTCD for approval will be subject to the ADHS Logo Usage Policy and will be submitted to the ADHS Marketing Review Committee Process for approval of the usage of the ADHS-BTCD logo.**

Contract Number	INTERGOVERNMENTAL AGREEMENT ATTACHMENT C – MARKETING, MEDIA AND COMMUNICATIONS GUIDELINES
HG060003	

4. Local Individual Efforts/Pilot Projects

ADHS-BTCD will work with each Partner to develop an action plan for implementing local marketing efforts to support the statewide campaigns. Additionally, ADHS-BTCD will provide marketing, media and promotions support for specific pilot projects implemented statewide. Each pilot project will be assigned an ADHS-BTCD Marketing Team Member that will develop an action plan for marketing, media and promotions of each pilot project.

Contract Number  
HG060003

**INTERGOVERNMENTAL AGREEMENT  
ATTACHMENT D – CONTRACTOR QUARTERLY REPORT**

**Contractor:**  
**Contract Period:**  
**Program Goal:**  
**Reviewer:**

**1. Quarterly Report Submissions**

Quarter	Date Due	Date Received	On-Time?	Date Reviewed	Feedback Sent
Quarter 1					
Quarter 2					
Quarter 3					

**2. Provide comments regarding status of activities. (Who, What, When, Where, How, Why)**

<b>Goal 1:</b>	
<b>Objective 1:</b>	
<b>Program Status:</b>	
<b>BTCD Use Only</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No   <b>Comments:</b>
<b>Objective 2:</b>	
<b>Program Status:</b>	
<b>BTCD Use Only</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No   <b>Comments:</b>
<b>Objective 3:</b>	
<b>Program Status:</b>	
<b>BTCD Use Only</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No   <b>Comments:</b>
<b>Goal 2:</b>	
<b>Objective 1:</b>	
<b>Program Status:</b>	
<b>BTCD Use Only</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No   <b>Comments:</b>
<b>Goal 3:</b>	
<b>Objective 1:</b>	
<b>Program Status:</b>	
<b>BTCD Use Only</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No   <b>Comments:</b>
<b>Goal 4:</b>	
<b>Objective 1:</b>	
<b>Program Status:</b>	
<b>BTCD Use Only</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No   <b>Comments:</b>
<b>Objective 2:</b>	
<b>Program Status:</b>	
<b>BTCD Use Only</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No   <b>Comments:</b>

Contract Number  
HG060003

**INTERGOVERNMENTAL AGREEMENT  
ATTACHMENT D – CONTRACTOR QUARTERLY REPORT**

<b>Goal 5:</b>	
Objective 1:	
Program Status:	
BTC D Use Only	<input type="checkbox"/> Yes <input type="checkbox"/> No   Comments:
Objective 2:	
Program Status:	
BTC D Use Only	<input type="checkbox"/> Yes <input type="checkbox"/> No   Comments:
<b>Goal 6:</b>	
Objective 1:	
Program Status:	
BTC D Use Only	<input type="checkbox"/> Yes <input type="checkbox"/> No   Comments:
Objective 2:	
Program Status:	
BTC D Use Only	<input type="checkbox"/> Yes <input type="checkbox"/> No   Comments:
<b>Goal 7:</b>	
Objective 1:	
Program Status:	
BTC D Use Only	<input type="checkbox"/> Yes <input type="checkbox"/> No   Comments:
<b>Goal 8:</b>	
Objective 1:	
Program Status:	
BTC D Use Only	<input type="checkbox"/> Yes <input type="checkbox"/> No   Comments:

**3. Any barriers/challenges prohibiting progress towards the Action Plan Objectives?**

Barrier/Challenge	Recommended Solution/Action Taken

**4. Any successes/highlights?**

Success/Highlight Description

<b>Quarterly Report Statement (For BTC D Office Use Only)</b>
Comments:





**INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT**

**ARIZONA DEPARTMENT OF HEALTH SERVICES**  
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Contract No: HG060003

Amendment No. 2

Procurement Specialist  
Manuel Gonzales

19.2 E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.

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

25. Delete in its entirety Terms and Conditions, Page Twelve (12), Section Twenty (20).

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

**GILA COUNTY DIVISION OF HEALTH AND COMMUNITY SERVICES**

**Contractor Name**

5515 S. Apache Avenue, Suite 100

**Address**

Globe AZ 85501  
City State Zip

**CONTRACTOR SIGNATURE**

In accordance with A.R.S. 35-391.06 and A.R.S. 35-393.06, the Contractor hereby certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.

**Contractor Authorized Signature**

Michael A. Pastor

**Printed Name**

Chairman, Board of Supervisors

**Title**

**CONTRACTOR ATTORNEY SIGNATURE**

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

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

**State of Arizona**

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2011

**Signature**

**Date**

Bryan Chambers, Chief Deputy

**Printed Name**

**Procurement Officer**

Attorney General Contract No. PIGA2011000344, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

**Signature**

**Date**

Assistant Attorney General

Printed Name: Ronald E. Johnson



## INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT

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### Tobacco Education and Prevention Services

It is mutually agreed that the Intergovernmental Agreement referenced is amended, effective date of final signature unless otherwise specified, as follows:

1. Pursuant to Terms and Conditions, Page Seven (7), Provisions Six (6) Contract Changes, Paragraph Six Point One (6.1) Amendments, Purchase Orders and Change Orders, the Contract is amended to replace all references to "Scope of Work/Action Plan" with "Action Plan".
2. Replace sentence on Scope of Work, Page Thirteen (13), 3. Task and Requirements, 3.2: with "Develop and Perform an Action Plan in conjunction with ADHS, inclusive of goals, objectives and timelines to address ADHS Strategic Plan Goals. (See Attachment A)."
3. Replace "Goal #1: Reduce Initiation of Tobacco Use among Youth;" Scope of Work, Page Thirteen (13), 3. Task and Requirements, with 3.2.1 "Implement the Action Plan upon ADHS approval."
4. Delete in its entirety, "Goal#2 Eliminate Exposure to Secondhand Smokers, and" & "Goal#3 Promote smoking Cessation among Youth and Adults and Help Smokers Quit."
5. Delete in its entirety, 3.4 on Scope of Work, Page Fourteen (14), 3. Task and Requirements.
6. Replace Paragraph on Scope of Work, Page Fourteen (14), 3. Task and Requirements, 3.5 with "Collect and report to the ADHS-BTCD Research and Evaluation Team or its evaluation partners data as identified in the Contractor Evaluation Guidelines (Attachment B).
7. Delete "Program Director", Scope of Work, Page Fourteen (14), 3. Task and Requirements, Paragraph 3.7
8. Replace "Quarterly County Partner Meetings" Scope of Work, Page Fourteen (14), 3. Task and Requirements, 3.7.1 with "County Partner Meetings".
9. Delete in its entirety, 3.7.2 on Scope of Work, Page Fourteen (14), 3. Task and Requirements.
10. Delete "in person or" & "Program Director", Scope of Work, Page Fourteen (14), 3. Task and Requirements, Paragraph 3.8
11. Replace "County Partner Updates Meetings" on Scope of Work, Page Fourteen (14), 3. Task and Requirements, 3.8.1 with "Monthly Partner Update Conference Calls".
12. Delete in its entirety, 3.8.2 and 3.8.3 on Scope of Work, Page Fourteen (14), 3. Task and Requirements.
13. Replace "no less than five (5) business days" on Scope of Work, Page Fourteen (14), 3. Task and Requirements, 3.8 with "no less than four (4) business days".
14. Add the following Task and Requirement on Scope of Work, Page Fourteen (14), 3. Task and Requirements.
  - a) 3.9 Assist State & Federal Agencies with Merchant Tobacco Compliance Checks.
15. Replace Paragraph 4.1, Scope of Work, Page Fourteen (14), 4. Deliverables, with "Every other month contractor shall participate in one-on-one phone conversation to follow up on activities listed in the Action Plan. Calls will be scheduled by ADHS-BTCD staff and notes from the call shall serve as a progress update."
16. Replace Paragraph 4.3 Scope of Work, Page Fourteen (14), 4. Deliverables, with "Contractor shall enter at least one submission, in one category, for annual awards/recognition program available at [www.tobaccofreearizona.com/resources](http://www.tobaccofreearizona.com/resources) due by July 31st of each contract year."
17. Delete in its entirety, 4.4 on Scope of Work, Page Fourteen (14), 4. Deliverables.



**INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT**

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18. Replace Price Sheet Page Two (2) of Amendment One (1) with Price Sheet, Page Four (4) Amendment Two (2).
19. Replace Attachment A, Scope of Work/Action Plan, Pages Three (3) and Four (4) of Amendment One (1) with revised Attachment A, Scope of Work/Action Plan, Amendment Two (2), Pages Five (5) through Eight (8).
20. Replace (Attachment B) Contractor Evaluation Guidelines Page Nineteen (19) of the Contract, with (Attachment B) Contractor Evaluation Guidelines, Amendment Two (2), Page Nine, (9).
21. On Scope of Work, Page Fifteen (15), 5. Notices, Correspondence and Deliverables, 5.1.
  - a) Replace "Todd Pearce, Program Director" with Program Manager
  - b) Replace telephone number "602-364-0837" with "602-364-0845"
  - c) Replace E-Mail: "[pearcet@azdhs.gov](mailto:pearcet@azdhs.gov)" with "[stacy.green@azdhs.gov](mailto:stacy.green@azdhs.gov)"
22. Replace Terms and Conditions, Page Four (4), Section 4, Contract Administration and Operation, Paragraph 4.4 with: Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
23. Replace Terms and Conditions Page Twelve (12), Section Eighteen (18), with:

**Health Insurance Portability and Accountability Act of 1996**

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

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

24. Replace Terms and Conditions Page Twelve (12), Section Nineteen 19, Paragraphs 19.1 through 19.3 with:
  - 19.1 Federal Immigration and Nationality Act. The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.

	<b>INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT</b>		<b>ARIZONA DEPARTMENT OF HEALTH SERVICES</b> 1740 W. Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Contract No: HG060003	Amendment No. 2	Procurement Specialist Manuel Gonzales

**Effective July, 2011**

Cost Reimbursement Line Items	Budget Amount
1. Personnel Services/ERE	\$119,428
2. Professional & Outside Services	635
3. Travel Expenses	1,984
4. Other Operating Expense	7,132
5. Capital Outlay Expense	0
6. Other (Indirect Costs)	5,821
<b>Total Contract Amount (not to exceed)</b>	<b>\$135,000</b>

**ITEMIZED SERVICE BUDGET (ISB) RESTRICTIONS:**

- A. The Contractor is authorized to transfer up to a maximum of 10% of the total contract amount among the categorical line items. Transfers of funds are only allowed among funded line items as detailed in the original ISB. Transfers exceeding 10% of the contracted amount, or to a non-funded line item, shall require a contract amendment.
- B. Indirect Costs shall not exceed 15% of the combined total of Personnel Services and Employee Related Expenses as listed on the ISB. For more detailed information regarding indirect costs, refer to the ADHS Accounting and Auditing Procedures Manual for Contractors of ADHS Funded Programs. This manual is incorporated into this contract by reference herein.

**AUTHORIZATION FOR PROVISION OF SERVICES**

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



**INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT  
ATTACHMENT A – ACTION PLAN**

**ARIZONA DEPARTMENT OF  
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**Scope of Work/Action Plan for FY2012**

**County:** Gila

**Time Frame:** July 1<sup>st</sup> – June 30<sup>th</sup>, of each year

**Vision Statement:** For Gila County youth to be tobacco free while protecting non-smokers (including children and adults) from environmental tobacco smoke. Create healthy lifestyles, including chronic disease prevention, and providing persons living in Gila County who wish to quit using tobacco access to state-of-the-art cessation services.

**Strategies** (a specific number is not required):

1. Empowering and engaging youth to be the voice for change
2. Identify health priorities for schools through the use of the school health index (SHI)
3. Presentation opportunities in worksites and schools to create healthy environments
4. Outreach and network referrals to the ASH Line from healthcare providers, worksites and/or community organizations

<b>Goal: 1 Reduce Initiation of Tobacco Use among Youth</b>			
<b>1. Strategy:</b> Empowering and engaging youth to be the voice for change			<b>Strategy is integrated with (check all that apply):</b> <input checked="" type="checkbox"/> Tobacco – reduce initiation <input type="checkbox"/> Chronic Disease Prevention <input type="checkbox"/> Tobacco cessation <input type="checkbox"/> Chronic Disease management <input type="checkbox"/> Other
<b>Agency Lead:</b> Gila County	<b>Related policy change:</b>	<b>Related environmental change:</b>	
<b>Partners:</b>	<b>Action 1:</b> School based policies related to tobacco and chronic disease prevention	Engaging Youth in Policy Change	
<b>Action 1:</b> Youth, School, Bureau of Tobacco and Chronic Disease (BTCD)	<b>Action 2:</b> Enforcement of citations/fines related to underage tobacco sales	Decrease in tobacco sales to youth	
<b>Action 2:</b> Youth, Attorney General's Office, Gila County Sheriff's Department			
<b>What do you plan to do?</b>	<b>Who will do the work?</b>	<b>What does success look like?</b>	<b>What non financial resources are needed?</b>
Action 1: Restructure to participate in statewide youth coalition activities	Program Manager	Collaboration with County Youth Coalitions & State Youth Leadership Board will bring change to implement policies and engage students in social media networking	School Worksite Offices
<i>Targeted completion date: June 30<sup>th</sup>, of each year</i>	Community Health Assistants		IT Department
	Youth Coalition Members		
Action 2: Recruit youth to participate in the compliance check program for the Attorney General's Office (AGO)	Program Manager	Reducing the number of vendors selling tobacco products to minors	Volunteers
	Community Health Assistants		County Vehicle
<i>Targeted completion date: June 30<sup>th</sup>, of each year</i>	Youth Coalition Members		



**INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT  
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<b>Goal: 1 Reduce Initiation of Tobacco Use among Youth</b>			<b>Strategy is integrated with (check all that apply):</b> <input checked="" type="checkbox"/> Tobacco – reduce initiation <input type="checkbox"/> Chronic Disease Prevention <input type="checkbox"/> Tobacco cessation <input type="checkbox"/> Chronic Disease management <input type="checkbox"/> Other:
<b>2. Strategy:</b> Identify health priorities for schools through the use of the school health index (SHI)			
<b>Agency Lead:</b> Gila County  <b>Partners:</b> School/School District, School Boards, Teachers, PTO, Parents, Students, Business Owner	<b>Related policy change:</b>  School based policies related to tobacco and chronic disease prevention	<b>Related environmental change:</b>  Healthy school environments	
<b>What do you plan to do?</b>	<b>Who will do the work?</b>	<b>What does success look like?</b>	<b>What non financial resources are needed?</b>
Action 1: Train Staff on using the School Health Index (SHI)  <i>Targeted completion date: March 31<sup>st</sup>, of each year</i>	Program Manager  Community Health Assistants	Staff has a clear understanding on what the School Health Index (SHI) is about and how to implement it in schools	Trained in the SHI
Action 2: Identify schools that want to complete the School Health Index (SHI)  <i>Targeted completion date: August 31<sup>st</sup>, of each year</i>	Program Manager  Community Health Assistants	Schools readiness to participate in the School Health Index (SHI)	Completed data from schools participating in the SHI
Action 3: School Board presentation to identify schools wanting to complete the School Health Index (SHI)  <i>Targeted completion date: Sept. 30<sup>th</sup>, of each year</i>	Program Manager  Community Health Assistants	School Boards' approval to proceed/participate in the School Health Index (SHI)	Data on schools who have already completed the SHI



**INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT  
ATTACHMENT A – ACTION PLAN**

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<b>Goal: 1</b> Reduce Initiation of Tobacco Use among Youth			<b>Strategy is integrated with (check all that apply):</b> <input checked="" type="checkbox"/> <i>Tobacco – reduce initiation</i> <input type="checkbox"/> <i>Chronic Disease Prevention</i> <input type="checkbox"/> <i>Tobacco cessation</i> <input type="checkbox"/> <i>Chronic Disease management</i> <input type="checkbox"/> <i>Other:</i>
<b>2. Strategy:</b> Identify health priorities for schools through the use of the school health index (SHI)			
<b>Agency Lead:</b> Gila County  <b>Partners:</b> School/School District, School Boards, Teachers, PTO, Parents, Students, Business Owner	<b>Related policy change:</b>  School based policies related to tobacco and chronic disease prevention	<b>Related environmental change:</b>  Healthy school environments	
<b>What do you plan to do?</b>	<b>Who will do the work?</b>	<b>What does success look like?</b>	<b>What non financial resources are needed?</b>
Action 4: Recruit members for Wellness Committees in schools participating in School Health Index (SHI) programs  <i>Targeted completion date: October 31<sup>st</sup>, of each year</i>	Program Manager  Community Health Assistants	Established SHI Wellness Committees in at least two schools	Volunteers to carry out areas of interest set by SHI Wellness Committee participants
Action 5: Implementation of the School Health Index (SHI) in two schools/districts  <i>Targeted completion date: May 31<sup>st</sup>, of each year</i>	Program Manager  Community Health Assistants	Completion of the SHI in targeted schools	Compilation of data & help with data interpretation and reporting



**INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT  
ATTACHMENT A – ACTION PLAN**

**ARIZONA DEPARTMENT OF  
HEALTH SERVICES**  
1740 W. Adams, Room 303  
Phoenix, Arizona 85007  
(602) 542-1040  
(602) 542-1741 Fax

Contract No: HG060003

Amendment No. 2

**Procurement Specialist  
Manuel Gonzales**

<b>Goal: 2 Reduce Exposure to Secondhand Smoke</b>			<b>Strategy is integrated with (check all that apply):</b> <input type="checkbox"/> Tobacco – reduce initiation <input type="checkbox"/> Chronic Disease Prevention <input checked="" type="checkbox"/> Tobacco cessation <input type="checkbox"/> Chronic Disease management <input type="checkbox"/> Other
<b>3. Strategy: Presentation opportunities in worksites and schools to create healthy environments</b>			
<b>Agency Lead:</b> Gila County	<b>Related policy change:</b>	<b>Related environmental change:</b>	
<b>Partners:</b> Health Start Program, WIC Program Community Agencies/Organizations, Schools	Re-enforcing Smoke-Free Arizona Law	Smoke-Free Homes and Cars	
<b>What do you plan to do?</b>	<b>Who will do the work?</b>	<b>What does success look like?</b>	<b>What non financial resources are needed?</b>
Action 1: Educational presentations on secondhand smoke and healthy lifestyle to adults via Division of Health, Community & School based programs  <i>Targeted completion date: June 30<sup>th</sup>, of each year</i>	Program Manager  Community Health Assistants	Increased awareness among community members protecting children and eliminating nonsmoker's exposure to environmental tobacco smoke	Division of Health Conference Room  Community and School Meeting Rooms
<b>Goal: 3 Promote Smoking Cessation among Youth and Adults to Help Smokers Quit</b>			<b>Strategy is integrated with (check all that apply):</b> <input type="checkbox"/> Tobacco – reduce initiation <input checked="" type="checkbox"/> Chronic Disease Prevention <input checked="" type="checkbox"/> Tobacco cessation <input type="checkbox"/> Chronic Disease management <input type="checkbox"/> Other
<b>4. Strategy: Outreach and network referrals to the ASH Line from healthcare providers, worksites and/or community organizations</b>			
<b>Agency Lead:</b> Gila County	<b>Related policy change:</b>	<b>Related environmental change:</b>	
<b>Partners:</b> Arizona Smokers' Helpline, Gila County Wellness Program, Business/Worksites	Health Care Cost Reductions	Reduction in Chronic Disease	
<b>What do you plan to do?</b>	<b>Who will do the work?</b>	<b>What does success look like?</b>	<b>What non financial resources are needed?</b>
Action 1: Refer Gila County residents seeking cessation services to the Arizona Smokers' Helpline (ASH Line)  <i>Targeted completion date: June 30<sup>th</sup>, of each year</i>	Program Manager  Community Health Assistants	Established outreach/network referrals to the ASH Line from healthcare providers, worksites and/or community organizations	Web Quit  ASH Line Materials



**INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT  
ATTACHMENT B – ACTION PLAN**

**ARIZONA DEPARTMENT OF  
HEALTH SERVICES**  
1740 W. Adams, Room 303  
Phoenix, Arizona 85007  
(602) 542-1040  
(602) 542-1741 Fax

Contract No: HG060003

Amendment No. 2

Procurement Specialist  
Manuel Gonzales

**ATTACHMENT B – CONTRACTOR EVALUATION GUIDELINES**

In order to implement a quality evaluation plan of Arizona’s comprehensive tobacco control program, ADHS-BTCD Contractors shall participate in the following activities based on their Contractor Action Plan Strategies:

1. Collaborate on the development of evaluation instruments and reports, including review and feedback on report drafts, and
  - 1.1 Participate in discussions regarding the interpretation of report results;
2. When applicable participate in Prevention Reporting System for School Health Index (SHI), School Health Advisory Council (SHAC), and Youth Coalition activities:
  - 2.1 Participate in trainings for each reporting system to assure data quality,
  - 2.2 Adhere to online directions for each reporting system for completing and entering forms, and
  - 2.3 Input events into web-based form on quarterly basis;
3. When applicable participate in WebQuit for cessation related data collection:
  - 3.1 Participate in trainings for this reporting system to assure data quality,
  - 3.2 Adhere to online directions for this reporting system for completing and entering forms, and
  - 3.3 Input events into web-based form on a monthly basis;
4. When applicable participate in AZ Living Well Institute for Chronic Disease Self Management Plan data collection:
  - 4.1 Participate in trainings for this reporting system to assure data quality,
  - 4.2 Adhere to online directions for this reporting system for completing and entering forms, and
  - 4.3 Input events into web-based form on a monthly basis;
5. Identification and implementation of additional program evaluation activities to fulfill individual project needs, as necessary:
  - 5.1 Evaluation activities (including surveys) shall be planned with input from ADHS-BTCD staff to assure consistency of methods and instruments, and
  - 5.2 Pilot projects shall have an evaluation plan in place before being implemented.

**ARF-654**

**Consent Agenda Item Item #: 5- C**

**Regular BOS Meeting**

**Date: 08/02/2011**

Submitted For: Debra Williams, Deputy Director of Emergency Services

Submitted By: Debra Williams, Health & Emergency Services Division

Department: Health & Emergency Services Division

Division: Emergency Services

Presenter's Name:

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Information

Request/Subject

Radio Communications Maintenance Agreement between Canyon State Wireless and Gila County Emergency Management for the period of June 1, 2011 through May 31, 2012.

Background Information

Emergency Management has retained a local vendor for radio maintenance services for many years. The benefits of this local partnership have proved invaluable during emergency events and long term communications planning. The previous vendor retired last year and sold his business to a new vendor, Canyon State Wireless. The new owner of Canyon State is familiar with county operations and equipment. Upon evaluation of our divisions current radio inventory, changes to the equipment list and programming needs were identified.

Evaluation

A revised equipment list has been reviewed by Emergency Management and Canyon State Wireless. The list of equipment includes divisional mobiles, handhelds, radio base stations and four radio tower repeaters. The attached proposal for Radio Communications Maintenance Agreement reflects updated monthly maintenance and programming costs, including required FCC narrowband programming which must be completed by January 2013.

Conclusion

The new agreement has a start date of June 1, 2011, and end date of May 31, 2012, and it will be reviewed annually on May 1st for possible renewal.

Recommendation

The Director of the Division of Health and Emergency Services recommends that the Board of Supervisors approve the Radio Communications Maintenance Agreement between Canyon State Wireless and Gila County Emergency Management in the amount of \$5,505 for the period of June 1, 2011, through May 31, 2012.

Suggested Motion

Authorization of the Chairman's signature on a Radio Communications Maintenance Agreement between Canyon State Wireless and Gila County Emergency Services in the amount of \$5,505 per year for the period of June 1, 2011, through May 31, 2012.

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Attachments

Link: [Radio Communications Maintenance Agreement](#)

Link: [Addendum](#)

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June 10, 2011

Debra Williams, Deputy Director  
Gila County Emergency Services  
5515 S Apache Ave. Ste. 400  
Globe, AZ 85501

**RADIO COMMUNICATIONS MAINTENANCE AGREEMENT**

The agreement provides maintenance, repair and/or replacement service of mobile, portable and repeater radio equipment located at Globe Arizona. This agreement covers the period from June 1, 2011 through May 31, 2012. The cost is based on the number of radio communications units in service at the monthly rates per the attached schedule dated 5/19/2011 (see M/A Contract attachment). This agreement includes on-site service covering all parts and labor for mobile and portable units listed and will be provided on site Monday through Friday between the hours of 8:00 am to 5:00 pm. This agreement includes on-site service covering all parts and labor for repeaters listed and will be provided on site seven days a week, twenty four hours a day. Pick up and deliverer of mobile and portable equipment is to be provided at the Gila County, Emergency Services facility located in Globe Arizona.

Installations and removals are not included within this agreement, however, will be provided at the prevailing contract rates and billed separately.

This agreement does not cover portable radio batteries, transmission line, radio station/ repeater antennas, radio installation, radio removal or radio programming except for program review/change performed during annual maintenance check.

In consideration of the Radio Communications Maintenance Agreement, Gila County Emergency Services will pay to Canyon State Wireless the following amount.

Monthly: \$ 458.75

Annually: \$ 5,505.00

Fred Goodwin  
Branch Manager  
Certified Service Manager

Gila County Authorized Signature:

\_\_\_\_\_  
MICHAEL A. PASTOR Date  
Chairman, Board of Supervisors

\_\_\_\_\_  
Marian Sheppard Date  
Chief Deputy Clerk of the Board of Supervisors

Approved as to form:

\_\_\_\_\_  
Brian Chambers Date  
Deputy County Attorney

1. **Definitions.** For the purpose of brevity and uniformity all references to CSW in this agreement will be construed to mean Canyon State Wireless, Inc., an Arizona Corporation. All references to Licensee shall be construed as meaning and applying to FCC Licensee, or the User, or the Purchaser of the equipment to be serviced by the terms of this agreement.
2. **Work.** Canyon State Wireless (CSW) agrees to provide service for the Licensee of the equipment described on the Maintenance Contract beginning and ending on the dates indicated if the Licensee makes the payments specified. Mobile units will be removed and reinstalled in different vehicles at Licensee's request at the prices prevailing at the time. This agreement does not include service of any transmission line, antenna, tower or tower lighting, unless such work is described on the reverse side to this agreement. Such service may be furnished upon request at mileage, material, and labor rates prevailing at the time of each call. Service shall include the labor and parts required to repair equipment that has become defective through normal wear and usage. Service does not include the repair or replacement of equipment, which has otherwise become defective, including, but not limited to, damage caused by the accidents, physical abuse or misuse of the equipment, acts of God (such as but not limited to; lightning, flood, etc.), and fires. Upon receipt of a written request from Licensee, CSW will maintain units identical with any units covered by this agreement for the same monthly service fees and on the same terms and conditions set forth herein. In the event of loss, damage, theft or removal from service of any units the Licensee shall immediately report said loss, damage or theft or removal to CSW. In this event Licensee's obligation to pay service fees with respect thereto shall terminate at the end of the month in which CSW receives said report.
3. **Service Standards.** The equipment will be serviced by CSW or its preapproved subcontractor in accordance with these standards; (i) CSW parts or parts of equal quality will be used; (ii) oil, water, dust and foreign substances will be removed from the equipment (iii) the equipment will not be subject to mechanical abuse; (iv) the equipment will be serviced at levels necessary to provide the required communications; (v) routine service procedures prescribed from time to time by CSW for its equipment will be followed and (vi) all service work will be done by a qualified person or agency. The equipment will be inspected, adjusted periodically and as often as required.
4. **Time and place of service work.** Service work on the base stations and other fixed equipment shall be performed at the location of the equipment, and the Licensee shall furnish heat, light and power at these locations. Mobile units and removable equipment shall be delivered by the Licensee to the place of service indicated on the attached Maintenance Contract. The Licensee shall give the CSW Service Station at least one days notice prior to delivery of a mobile unit for reinstallation.
5. **Payment.** On or about the date each payment is due as set forth on the attached Maintenance Contract, CSW will send the Licensee an invoice covering the monthly service fees for the next Payment Period plus all other charges for the preceding Payment Period, and the Licensee shall pay the amount of said invoice within twenty (20) days of its date to CSW at the CSW Area Office. Each invoice shall be due and payable whether or not the equipment is operating, and CSW may terminate this agreement by giving the Licensee thirty (30) days notice by certified mail if the Licensee defaults in its payment to CSW. The Licensee shall reimburse CSW for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments now or hereafter imposed the authority of an Federal, State or local law, rule or regulation with respect to the service of the equipment except Federal income and profits taxes of CSW and State income and franchise taxes of CSW.
6. **Revision of fees.** After the "Date Service Ends" indicated on attached Maintenance Contract, CSW may revise the monthly service fees giving the Licensee written notice of the amount of the increase as indicated on the updated Maintenance Contract. Upon receipt of any such notice. Licensee will accept and agree any changes by making the payment in accordance with the CSW invoice. In the event of termination as herein provided, all accrued and unpaid charges shall be due and payable forthwith.
7. **Right to subcontract.** CSW shall have the right to subcontract in whole or in part the service work called for this agreement. However, CSW shall not be relieved of any liability under this agreement on account of a subcontract. CSW will notify the Licensee of the name and address of each subcontractor.
8. **FCC records.** Applications and statements of facts when required by the Federal Communications Commission must be subscribed sworn to by the Licensee, and the Licensee is responsible for meeting FCC requirements. However, CSW will provide the Licensee with forms, advice, and technical assistance, including frequency, modulation, and power measurements, to aide in meeting these requirements.
9. **Automatic renewal.** After the "Date of Service Ends" indicated on the attached Maintenance Contract, this agreement shall continue for successive additional periods of 1 month; provided that either CSW or the Licensee may terminate this agreement on the "Date Service Ends" or thereafter upon 30 days written notice to the other party sent by certified mail to the address indicated hereon.
10. **Interruption of Service.** Canyon State Wireless does not assume and shall have no liability under this agreement for failure to provide or delay in providing service for the equipment due directly or indirectly to causes beyond the control or without the fault or negligence of Communications- Canyon State Wireless including, but not restricted to, acts of God, acts of the public enemy, acts of the United States, any State, Territory of the United States, or any political subdivision of the foregoing, of the district of Columbia acts of the Licensee its agents, employees, or subcontractors, fires, floods, epidemics, quarantine restrictions, strikes, freight embargos, and unusually severe weather conditions, or defaults of Communications- Canyon State Wireless subcontractors due to any such causes.
11. **Laws and Regulations.** This agreement and the rights and obligations of the parties under it are subject to present and future valid orders and valid laws, rules and regulations of duly constituted authorities having jurisdiction.
12. **Waiver.** Failure to delay on the part of Canyon State Wireless or the Licensee to exercise any right, power or privilege hereunder shall not operate as waiver thereof.
13. **Prior negotiations.** This contract constitutes the entire agreement of the parties hereto and shall supersede prior offers, negotiations and agreements.
14. **Amendment.** No revision of this agreement shall be valid unless made in writing and signed by an authorized representative of Canyon State Wireless.
15. **Governing Law.** The laws of The State of Arizona shall be the governing laws for the interpretation of this agreement.
16. **Severability.** If any provision of this agreement is declared null and void, it shall not invalidate the remainder of this agreement which shall remain in full force and effect.

# M/A Contract

## Canyon State Wireless - Globe

M/AContract: GILA EOC

StartDate: 6/1/2011

Company: GILA COUNTY DEPT OF EMER MGM

EndDate: 5/31/2012

AccountID: GILA-EM

MonthlyAmt: \$458.75

Contract Type: 7 X 24

AnnualAmt: \$5,505.00

**Contract Notes:**

### Unit Summary

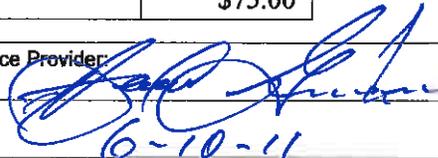
Qty	Item	Each	Monthly	Annual
14	H46KDD9PW5	\$3.25	\$45.50	\$546.00
9	AAH25KDF9AA5	\$3.25	\$29.25	\$351.00
6	AAM25KKF9DU6	\$3.25	\$19.50	\$234.00
4	T5365A	\$75.00	\$300.00	\$3,600.00
2	AAH25SDH9DP7	\$3.25	\$6.50	\$78.00
1	T5766A	\$45.00	\$45.00	\$540.00
1	D43MJA7JA5AK	\$3.25	\$3.25	\$39.00
2	D43MJA7DAJCK	\$3.25	\$6.50	\$78.00
1	H01KDC9AA3BN	\$3.25	\$3.25	\$39.00

### Unit Details

Item	Serial Number	Description	Location	Monthly Rate
H46KDD9PW5	407CGX0686	XTS2500	EMS	\$3.25
H46KDD9PW5	407CGX0687	XTS2500	EMS	\$3.25
H46KDD9PW5	407CGX0688	XTS2500	EMS	\$3.25
H46KDD9PW5	407CGX0684	XTS2500	EMS	\$3.25
H46KDD9PW5	407CGX0682	XTS2500	EMS	\$3.25
H46KDD9PW5	407CGX0685	XTS2500	EMS	\$3.25
AAH25KDF9AA5	749TDC4952	HT1250	EMS	\$3.25
AAM25KKF9DU6	103TDQ4837	CDM1550LS	BT	\$3.25
H46KDD9PW5	407CFX1004	XTS2500	EMS	\$3.25
H46KDD9PW5	407CJR1983	XTS2500	HS	\$3.25
H46KDD9PW5	407CJR1980	XTS2500	HS	\$3.25
H46KDD9PW5	407CJR1981	XTS2500	HS	\$3.25
H46KDD9PW5	407CJR1979	XTS2500	HS	\$3.25
H46KDD9PW5	407CJR1982	XTS2500	HS	\$3.25
H46KDD9PW5	407CJR1984	XTS2500	HS	\$3.25
H46KDD9PW5	407CGX0683	XTS2500	BT	\$3.25
AAM25KKF9DU6	103TEGQ566	CDM1550LS	BT	\$3.25
AAM25KKF9DU6	103TEGQ623	CDM1550LS	BT	\$3.25
AAM25KKF9DU6	103TEET263	CDM1550LS	EM	\$3.25

AAM25KKF9DU6	103TEET267	CDM1550LS	EM	\$3.25
AAM25KKF9DU6	103TEET261	CDM1550LS	EM	\$3.25
T5365A	448CFF0167	QUANTAR	SIGNAL PEAK	\$75.00
T5365A	448CFH0065	QUANTAR	MT. ORD	\$75.00
AAH25KDF9AA5	749TDC5330	HT1250	BT	\$3.25
AAH25KDF9AA5	749TDC5329	HT1250	BT	\$3.25
AAH25KDF9AA5	749TDC5332	HT1250	BT	\$3.25
AAH25KDF9AA5	749TDC5321	HT1250	BT	\$3.25
AAH25KDF9AA5	749TDC5323	HT1250	BT	\$3.25
AAH25KDF9AA5	749TDC5303	HT1250	BT	\$3.25
AAH25KDF9AA5	749TDC5322	HT1250	EM	\$3.25
AAH25KDF9AA5	749TDC4949	HT1250	EM	\$3.25
AAH25SDH9DP7	008TDG0964	HT1250LS	BT	\$3.25
AAH25SDH9DP7	008TDL0388	HT1250LS	BT	\$3.25
T5766A	512CYZ0072	MTR2000	EM	\$45.00
D43MJA7JA5AK	428TZW1731	MAXTRAC	EM	\$3.25
D43MJA7DAJCK	154SUC0215	MAXTRAC	EM	\$3.25
D43MJA7DAJCK	154SUC0216	MAXTRAC	EM	\$3.25
H01KDC9AA3BN	402AUN3570	HT1000	EM	\$3.25
T5365A	448CFF0166	QUANTAR		\$75.00
T5365A	488CFH0066	QUANTAR		\$75.00

Customer: **See above for signatures**  
Date:

Service Provider:   
Date: 6-10-11

# Gila County Contractor Standard Terms and Conditions Addendum

## A. Addendum Applicability

Contractor and Gila County agree that the terms and conditions of this Addendum shall apply to and govern the contractual relationship between Contractor and Gila County and shall supplement any other contract or agreement entered into between the parties. In the event that the terms and conditions in this Addendum conflict with any provision of any other agreement entered into between the Contractor and Gila County (including a superiority provision similar to this provision), the terms and conditions of this Addendum shall control the contractual relationship between the parties and shall supersede any conflicting provisions found in any other contract or agreement. Contractor understands that acceptance of the terms and conditions contained in this Addendum is a condition precedent to entering into a contractual relationship with Gila County.

## B. Contract Defined

As used in this Addendum, the term "Contract" shall refer to any written agreement between Gila County and a person, organization, corporation, company or other entity that provides supplies or services to Gila County regardless of the title or other name applied to that written agreement. The term includes by this reference all the terms and conditions of this Addendum.

## C. Contractor Defined

As used in this Addendum, the term "Contractor" shall refer to a person, provider, organization, corporation, company or other entity providing supplies or services to Gila County pursuant to a written agreement regardless of the title or other name applied to "Contractor" in that written agreement.

## D. Relationship to 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. 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.

## E. 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.

#### F. Hold Harmless/Indemnification Clause

Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the 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 the 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.

#### G. 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 provision in conflict with this Contract shall have any force or effect.

#### H. 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.

#### I. 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.

#### J. Cancellation

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

#### K. Anti-Terrorism Warranty

Pursuant to A.R.S. §35-397 the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

#### L. 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.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Gila County

\_\_\_\_\_  
Date

**ARF-702**  
**Regular BOS Meeting**  
**Date: 08/02/2011**

**Consent Agenda Item Item #: 5- D**

Submitted For: Barbara Valencia, WIA Department Program Manager  
Submitted By: Barbara Valencia, Community Services Division  
Department: Community Services Division Division: WIA Department  
Fiscal Year: Program Year 2011 Budgeted?: Yes  
Contract Dates April 1, 2010 - August 31, 2015  
Begin & End:  
Grant?: Yes  
Matching No Fund?: Renewal  
Requirement?:  
Presenter's Name:

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Information

Request/Subject

Amendment No. 4 to Intergovernmental Agreement No. DE111006-001 with the Arizona Department of Economic Security.

Background Information

Under Title 1 of the Workforce Investment Act (WIA) the workforce investment system provides the framework for delivery of workforce investment activities to individuals who need those services, including job seekers, dislocated workers, youth, incumbent workers, veterans, persons with disabilities, and employers. Each state in accordance with WIA shall designate a local workforce investment area to oversee the One-Stop Service Delivery System.

On September 21, 2010, the Board of Supervisors approved the original Contract DE111006001.

On January 18, 2011, the Board of Supervisors approved Amendment No. 1 which added Section 48.0 Background Checks for Employment through the Central Registry.

On February 1, 2011, the Board of Supervisors approved Amendment No. 2 which amended Section 6.1 Compensation which added \$356,626 to the Dislocated Worker program.

On February 1, the Board of Supervisors approved Amendment No. 3 which amended 6.1 Compensation which added PY10 set-a-side dollars for contract performance in the amount of \$37,809.

Evaluation

The Gila/Pinal Workforce Investment Area provides Workforce Investment Act (WIA) Title 1B services to eligible youth, adults and dislocated workers throughout the Gila/Pinal area in accordance with Federal and State regulations.

Amendment 4 changes are as follows:

Section 3.1 is amended to read:

The term of this Agreement shall have an effective date of April 1, 2010, and shall end on August 31, 2015, unless otherwise agreed upon by both parties writing.

Section 6.2 is amended to read:

See Attachment H - Allocation by Program & Fiscal Year for the available funds under this contract. This amendment reflects the following additional dollars to this contract.

Adult - \$695,894  
Youth - \$635,996  
Dislocated Worker - \$1,504,709

Section 6.3 is amended to read:

The Contractor agrees that Pursuant to 20CFR667.107 Funds allocated by a State to a local area under subpart-A sections 128(b) and 133(b), for any Program year are available for expenditure only during that program year and the succeeding program year. Funds which are not expended by a local area in the two-year period, described in paragraph(b)(1) of section 128 (b) and 133 (b) of the Federal Register shall be returned by the State. Funds so returned are available. These funds may be used for statewide projects, or distributed to other local areas, which had fully expended their allocation of funds for the same program year with the two-year period.

See Attachment H - Allocation by Program and Fiscal Year for the period of availability by Program and Fiscal Year for funds allocated under this contract.

Section 7.0 is amended to read:

Program eligibility will be conducted on each applicant prior to the provision of services. Eligibility will include determination of family size, family income for the previous six-month period, educational status, and identification of any barriers or issues that impact attaining and/or retaining employment. Services shall comply with the Workforce Investment Act of 1998 as amended and applicable federal and state regulations.

Services provided to adults and dislocated workers, as appropriate to meet the individual's needs, may include any of the following:

Section 7.7 is amendment to read:

The expenditures for all programs will comply with Office of Management and Budget (OMB) Circular A-87 for governmental entities: Public Law, 105-220 of the 105th Congress described as the Workforce Investment Act of 1998 and Federal and State regulations and guidelines under the WIA Title, 1-B Federal grant.

Section 8 is amended to add Section 8.2.5 as follows:

8.2.5 If the Contractor chooses to "transfer" funds between the Adult and Dislocated Worker funding streams, the Contractor shall send written notice to the contact in section 9.5 detailing the amount of funds which will be transferred and from which funding source the transfer will occur.

Section 12.4 is amended to read:

The contractor and/or service providers must maintain accurate inventory records of expendable leased/purchased (value \$2000.00 to \$4,999.99) and non-expendable leased/purchased equipment over \$5,000.00 with WIA funds:

Property records must include:

- a. Asset Number
- b. Item Description
- c. Manufacturer
- d. Serial Number
- e. Acquisition Date
- f. Physical Location
- g. Total Item Cost
- h. WIA Contract Cost
- i. Inventory Date

The Contractor and/or service providers are required to submit an inventory report for all property leased/purchased with WIA funds costing more than \$2,000 to the EA/WIA Section, Fiscal Manager by August 1 of each year.

Section 48 is amended to add Section 48.1.8 as follows:

48.1.8 Attachment H - Allocation by Program and Fiscal Year

#### Conclusion

The contract has been amended to reflect the changes in Section 3.1, Section 6.2, Section 6.3 - Attachment H, Section 7.0, Section 7.7, Section 8, Section 12.4 and Section 48.

Under Section 6.2 - Additional dollars have been added to this Contract for Program Year 2011/Fiscal Year 2012 for the adult, youth, and dislocated worker program and shall not exceed \$2,836,599.

#### Recommendation

Recommendation to approve Amendment No. 4 to an Intergovernmental Agreement (Contract DE111006-001) between the Arizona Department of Economic Security and and Gila County Board of Supervisors to continue to provide services to the Adult, Youth, and Dislocated Worker Programs within the Gila-Pinal Workforce Investment Area through August 31, 2015.

#### Suggested Motion

Approval of Amendment No. 4 to an Intergovernmental Agreement (Contract No. DE111006-001) between the Arizona Department of Economic Security and Gila County Board of Supervisors to continue to provide services to the Adult, Youth, and Dislocated Worker Programs within the Gila-Pinal Workforce Investment Area through August 31, 2015.

---

#### Attachments

Link: [Amendment No. 1](#)

Link: [Amendment No. 2](#)

Link: [Amendment No. 3](#)

Link: [Amendment No. 4](#)

Link: [Original Contract DE111006001](#)

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DEPARTMENT OF ECONOMIC SECURITY

Your Partner For A Stronger Arizona

**Intergovernmental Agreement**

**CONTRACT AMENDMENT**

1. CONTRACTOR (Name and address)  Gila County Board of Supervisors 5515 S Apache Globe, AZ 85501	2. CONTRACT ID NUMBER  DE111006001
	3. AMENDMENT NUMBER  01

4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT

ADD:

48.0 BACKGROUND CHECKS FOR EMPLOYMENT THROUGH THE CENTRAL REGISTRY

If providing direct services to children or vulnerable adults, the following shall apply;

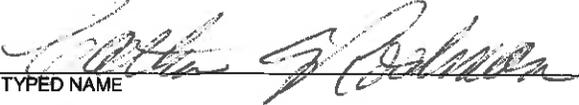
- 48.1 The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this Contract.
- 48.2 Background checks through the Central Registry shall be conducted for each Contractor employee including subcontractors that provide direct services to children or vulnerable adults. Individuals shall not provide direct services to ADES clients until the results of the Central Registry background check are complete and the results indicate the individual has no disqualifying acts that would prohibit him/her from providing services to ADES clients. If the Central Registry background check specifies any disqualifying act, the individual shall be prohibited from providing direct services to ADES clients.
- 48.3 Within thirty (30) days of contract award, the Contractor shall submit the "Request for Search of Central Registry for Employment" for each employee and subcontract employee providing direct services to children or vulnerable adults.
- 48.4 At least sixty (60) days prior to the Contract End Date, the Contractor shall submit the "Request for Search of Central Registry for Employment" for each employee and subcontract employee providing direct services to children or vulnerable adults.
- 48.5 The Contractor shall maintain the Central Registry Background Check results in a confidential file for five (5) years after termination of the Contract.

REVISE

The Numbering of the Attachments Section to:

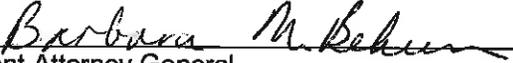
- 49.0 ATTACHMENTS
- 49.1 The following list of attachments constitutes an integral part of subject agreement.
  - 49.1.1 Attachment A - Sanction Schedule
  - 49.1.2 Attachment B - Local Adult Report
  - 49.1.3 Attachment C - Instructions for Adult Monthly Expenditure and Cash Draw Report
  - 49.1.4 Attachment D - Local youth Report
  - 49.1.5 Attachment E - Instructions for Youth Monthly Expenditure and Cash Draw Report
  - 49.1.6 Attachment F - Local DW Report
  - 49.1.7 Attachment G -Instructions for DW Monthly Expenditure and Cash Draw Report

5. EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. THE AMENDMENT SHALL BECOME EFFECTIVE ON THE DATE OF LAST SIGNATURE UNLESS OTHERWISE SPECIFIED HEREIN. BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.

6. ARIZONA DEPARTMENT OF ECONOMIC SECURITY	7. NAME OF CONTRACTOR Gila County Board of Supervisors
SIGNATURE OF AUTHORIZED INDIVIDUAL 	SIGNATURE OF AUTHORIZED INDIVIDUAL 
TYPED NAME EARTHA B RODRIQUEZ	TYPED NAME Michael A. Pastor
TITLE Procurement Manager	TITLE Chairman, Gila County Board of Supervisors
DATE 2-10-11	DATE 1-18-11

IN ACCORDANCE WITH ARS §11-952 THIS CONTRACT AMENDMENT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT AMENDMENT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.

ARIZONA ATTORNEY GENERAL'S OFFICE

By:   
Assistant Attorney General

Date: 2/4/11

By:   
Public Agency Legal Counsel

Bryan Chambers, Chief Deputy County Attorney

Date: 1-18-2011



DEPARTMENT OF ECONOMIC SECURITY

Your Partner For A Stronger Arizona

Intergovernmental Agreement
CONTRACT AMENDMENT

1. CONTRACTOR (Name and address)
Gila County Board of Supervisors
5515 S Apache Blvd
Globe, AZ 85501
2. CONTRACT ID NUMBER
DE111006001
3. AMENDMENT NUMBER
02

4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT

Pursuant to Section 6.1 Compensation, the following changes are being made:

Table with 3 columns: Description, FROM, TO. Rows include PY10 DW Admin, FY11 DW Admin, PY10 Dislocated Worker, FY11 Dislocated Worker, PY10 Rapid Response, FY11 Rapid Response.

The Contract total of \$2,631,208.00 is increased by \$356,626.00 to a new total of \$2,987,834.00

5. EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

6. ARIZONA DEPARTMENT OF ECONOMIC SECURITY
7. NAME OF CONTRACTOR
Gila County Board of Supervisors
SIGNATURE OF AUTHORIZED INDIVIDUAL
TYPED NAME
TITLE
DATE

IN ACCORDANCE WITH ARS §11-952 THIS CONTRACT AMENDMENT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT AMENDMENT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.

ARIZONA ATTORNEY GENERAL'S OFFICE

By: [Signature]
Assistant Attorney General
Date: 2/25/11

By: [Signature]
Public Agency Legal Counsel
Date: 2/11/2011



**DEPARTMENT OF ECONOMIC SECURITY**  
Your Partner For A Stronger Arizona

**Intergovernmental Agreement  
CONTRACT AMENDMENT**

1. CONTRACTOR (Name and address) Gila County Board of Supervisors 5515 S Apache Blvd Globe, AZ 85501	2. CONTRACT ID NUMBER  DE111006001 <hr/> 3. AMENDMENT NUMBER 03
---------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------

4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT

Pursuant to Section 6.1 Compensation, the following changes are being made:

	FROM	TO
PY10 Set a Side	\$ 0	\$ 37,809 (CFDA# 17.259, Youth)

The above funds are Incentive Dollars awarded for PY09/FY10 contract performance. The funds have an effective date from July 1, 2010 through June 30, 2013.

These funds shall be reported separately from any other set-a-side dollars received.

The Contract total of \$2,987,834.00 is increased by \$37,809.00 to a new total of \$3,025,643.00

5. EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. THE AMENDMENT SHALL BECOME EFFECTIVE ON THE DATE OF LAST SIGNATURE UNLESS OTHERWISE SPECIFIED HEREIN. BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.

6. <b>ARIZONA DEPARTMENT OF ECONOMIC SECURITY</b>	7. NAME OF CONTRACTOR Gila County Board of Supervisors
SIGNATURE OF AUTHORIZED INDIVIDUAL	SIGNATURE OF AUTHORIZED INDIVIDUAL
TYPED NAME <b>Cathie G. Rodman</b>	TYPED NAME Michael A. Pastor
TITLE <b>Procurement Manager</b>	TITLE Chairman of the Board of Supervisors
DATE	DATE

IN ACCORDANCE WITH ARS §11-952 THIS CONTRACT AMENDMENT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT AMENDMENT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.

ARIZONA ATTORNEY GENERAL'S OFFICE

By: \_\_\_\_\_  
Assistant Attorney General

By: \_\_\_\_\_  
Public Agency Legal Counsel

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

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



**DEPARTMENT OF ECONOMIC SECURITY**  
Your Partner For A Stronger Arizona

**Intergovernmental Agreement  
CONTRACT AMENDMENT**

<p>1. CONTRACTOR <i>(Name and address)</i> Gila County Board of Supervisors 5515 S. Apache Blvd Globe AZ 885501</p>	<p>2. CONTRACT ID NUMBER DE111006-001</p> <p>3. AMENDMENT NUMBER 4</p>
<p>4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT</p> <p>Section 3.1 is amended to read: The term of this Agreement shall have an effective date of April 1, 2010 and shall end on August 31, 2015, unless otherwise agreed upon by both parties in writing.</p> <p>Section 6.2 is amended to read: See Attachment H - Allocation by Program &amp; Fiscal Year for the available funds under this contract.</p> <p>Section 6.3 is amended to read: The Contractor agrees that Pursuant to 20 CFR 667.107 Funds allocated by a State to a local area under subpart-A sections 128(b) and 133(b), for any Program year are available for expenditure only during that program year and the succeeding program year. Funds which are not expended by a local area in the two-year period, described in paragraph (b)(1) of section 128 (b) and 133(b) of the Federal Register shall be returned to the State. Funds so returned are available for expenditure by State and local recipients and sub-recipients only during the third program year of availability. These funds may be used for statewide projects, or distributed to other local areas, which had fully expended their allocation of funds for the same program year with the two-year period.</p> <p>See Attachment H - Allocation by Program &amp; Fiscal Year for the period of availability by Program &amp; Fiscal Year for funds allocated under this contract.</p> <p>Section 7.0 is amended to read: Program eligibility will be conducted on each applicant prior to the provision of services. Eligibility will include determination of family size, family income for the previous six-month period, educational status, and identification of any barriers or issues that impact attaining and/or retaining employment. Services shall comply with the Workforce Investment Act of 1998 as amended and applicable federal and state regulations.</p> <p>Services provided to adults and dislocated workers, as appropriate to meet the individual's needs, may include any of the following:</p> <p>Section 7.7 is amended to read: The expenditures for all programs will comply with Office of Management and Budget (OMB) Circular A-87 for governmental entities: Public Law, 105-220 of the 105<sup>th</sup> Congress described as the Workforce Investment Act of 1998 and Federal and State regulations and guidelines under the WIA Title, 1-B Federal grant.</p> <p>Section 8 is amended to add Section 8.2.5 as follows: 8.2.5 If the Contractor chooses to "transfer" funds between the Adult and Dislocated Worker funding streams, the Contractor shall send written notice to the contact in section 9.5 detailing the amount of funds which will be transferred and from which funding source the transfer will occur.</p> <p>Section 12.4 is amended to read: The Contractor and/or service providers must maintain accurate inventory records of expendable leased/purchased (value \$2,000.00 to \$4,999.99), and non-expendable leased/purchased equipment over \$5,000.00 with WIA funds. Property records must include:</p> <ol style="list-style-type: none"> <li>a. Asset Number</li> <li>b. Item Description</li> <li>c. Manufacturer</li> <li>d. Serial Number</li> <li>e. Acquisition Date</li> <li>f. Physical Location</li> </ol>	

- g. Total Item Cost
- h. WIA Contract Cost
- i. Inventory Date

The Contractor and/or service providers are required to submit an inventory report for all property leased/purchased with WIA funds costing more than \$2,000.00 to the EA/WIA Section, Fiscal Manager by August 1 of each year.

Section 48 is amended to add Section 48.1.8 as follows:  
 48.1.8 Attachment H - Allocation by Program and Fiscal Year.

5. In accordance with A.R.S. § 35-393.06, the Contractor certifies that the Contractor does not have scrutinized business operations in Iran.

In accordance with A.R.S. § 35-391.06, the Contractor certifies that the Contractor does not have scrutinized business operations in Sudan.

6. EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. THE AMENDMENT SHALL BECOME EFFECTIVE ON THE DATE OF LAST SIGNATURE UNLESS OTHERWISE SPECIFIED HEREIN. BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.

7. **ARIZONA DEPARTMENT OF ECONOMIC SECURITY**

8. NAME OF CONTRACTOR  
**Gila County Board of Supervisors**

SIGNATURE OF AUTHORIZED INDIVIDUAL

SIGNATURE OF AUTHORIZED INDIVIDUAL

TYPED NAME  
**Elizabeth G. Csaki, CPPB**

TYPED NAME  
**Michael A. Pastor**

TITLE  
**Procurement Manager, Contract Administration**

TITLE  
**Chairman of the Board of Supervisors**

DATE

DATE

IN ACCORDANCE WITH ARS §11-952 THIS CONTRACT AMENDMENT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT AMENDMENT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.

**ARIZONA ATTORNEY GENERAL'S OFFICE**

BY:  
 ASSISTANT ATTORNEY GENERAL

BY:  
 PUBLIC AGENCY LEGAL COUNSEL

DATE:

DATE:

Attachment H - Allocation by Program and Fiscal Year

GILA COUNTY  
DE111006-001

PY/FY	Year	Program	Amount	Start Date	End Date	Final Report Submission Deadline
PY	2010	ADMIN	\$ 111,677.00	4/1/2010	6/30/2012	8/15/2012
FY	2011	ADMIN	\$ 161,884.00	10/1/2010	6/30/2012	8/15/2012
PY	2010	YOUTH	\$ 536,075.00	4/1/2010	6/30/2012	8/15/2012
PY	2010	ADULT	\$ 100,318.00	7/1/2010	6/30/2012	8/15/2012
FY	2011	ADULT	\$ 477,551.00	10/1/2010	6/30/2012	8/15/2012
PY	2010	DW	\$ 368,711.00	7/1/2010	6/30/2012	8/15/2012
FY	2011	DW	\$ 979,412.00	10/1/2010	6/30/2012	8/15/2012
PY	2010	RR	\$ 69,145.00	7/1/2010	6/30/2012	8/15/2012
FY	2011	RR	\$ 183,061.00	10/1/2010	6/30/2012	8/15/2012
PY	2010	SAS	\$ 37,809.00	7/1/2010	6/30/2013	8/15/2013
PY	2011	AD ADMIN	\$ 5,289.00	7/1/2011	6/30/2013	8/15/2013
PY	2011	YT ADMIN	\$ 63,600.00	4/1/2011	6/30/2013	8/15/2013
PY	2011	DW ADMIN	\$ 25,600.00	7/1/2011	6/30/2013	8/15/2013
FY	2012	AD ADMIN	\$ 64,301.00	10/1/2011	6/30/2013	8/15/2013
FY	2012	DW ADMIN	\$ 108,430.00	10/1/2011	6/30/2013	8/15/2013
PY	2011	YOUTH	\$ 572,396.00	4/1/2011	6/30/2013	8/15/2013
PY	2011	ADULT	\$ 47,599.00	7/1/2011	6/30/2013	8/15/2013
FY	2012	ADULT	\$ 578,705.00	10/1/2011	6/30/2013	8/15/2013
PY	2011	DW	\$ 230,396.00	7/1/2011	6/30/2013	8/15/2013
FY	2012	DW	\$ 975,869.00	10/1/2011	6/30/2013	8/15/2013
PY	2011	RR	\$ 31,403.00	7/1/2011	6/30/2013	8/15/2013
FY	2012	RR	\$ 133,011.00	10/1/2011	6/30/2013	8/15/2013



**DEPARTMENT OF ECONOMIC SECURITY**

*Your Partner for A Stronger Arizona*

**INTERGOVERNMENTAL AGREEMENT (IGA)**

**BETWEEN**

**THE ARIZONA DEPARTMENT OF ECONOMIC SECURITY**

**AND**

**GILA COUNTY BOARD OF SUPERVISORS**

Contract is between the Arizona Department of Economic Security ("ADES") and the Gila County Board of Supervisors (Contractor).

WHEREAS the Department is duly authorized to execute and administer contracts under A.R.S §41-1954 and,

WHEREAS the Contractor is duly authorized to execute and administer contracts under A.R.S. §11-952 and,

WHEREAS the Department and Contractor are authorized by A.R.S. §11-952 et seq. to enter into agreements for joint or cooperative action to contract for the services specified in this contract

THEREFORE, the Department and Contractor agree to abide by all the terms and conditions set forth in this Contract.

By signing this form on behalf of the contractor, the signatory certifies he/she has the authority to bind the contractor to this contract.

**FOR AND ON BEHALF OF THE ARIZONA**

**FOR AND ON BEHALF OF THE GILA COUNTY BOARD OF SUPERVISORS**

**DEPARTMENT OF ECONOMIC SECURITY**

*[Handwritten Signature]*

Procurement Officer Signature

*CATHIE G. ROSEMAN*

Elizabeth G. Csaki, CPPB

Printed Name

Professional Services Unit Manager

Title

Date

*11-30-10*

*[Handwritten Signature]*

Signature

Michael A. Pastor

Printed Name

Chairman of the Board of Supervisors

Title

Date

*9/21/10*

ADES Contract DE111006001

**IN ACCORDANCE WITH A.R.S. §11-952 THIS CONTRACT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.**

**ARIZONA ATTORNEY GENERAL'S OFFICE**

By: *[Handwritten Signature]*  
Assistant Attorney General

By: *[Handwritten Signature]*  
Public Agency Legal Counsel

Date: *11/23/10*

Date: *9-21-2010*

**1.0 ADES VISION AND MISSION STATEMENTS**

1.1 ADES Vision: Every child, adult, and family in the State of Arizona will be safe and economically secure.

1.2 ADES Mission: The Arizona Department of Economic Security (ADES) promotes the safety, well being, and self-sufficiency of children, adults, and families.

**2.0 PARTIES**

2.1 This Intergovernmental Agreement (IGA) is between the Arizona Department of Economic Security (ADES), hereinafter called "ADES", and the Gila County Board of Supervisors hereinafter called the "Contractor".

**3.0 TERM OF AGREEMENT**

**3.1 Term**

The term of this Agreement shall have an effective date of April 1, 2010 and shall end on June 30, 2013, unless otherwise agreed upon by both parties in writing.

**3.2. Extension**

This agreement may be extended through a written amendment by mutual agreement of the parties.

**3.3. Termination**

3.3.1 This agreement may be terminated by mutual agreement of the parties at any time during the term of this agreement.

3.3.2 Each party shall have the right to terminate this agreement by hand-delivering to the other party written notice of termination at least thirty (30) days prior to the effective date of said termination.

3.3.2.1 It is mutually agreed however that, prior to the termination of this Agreement, reasonable efforts shall be made to discuss options for preserving this Agreement, including amendments if necessary. The ADES reserves the right to terminate the Contract in whole or in part at any time, when in the best interests of the ADES without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the ADES. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the ADES upon demand. The Contractor shall be entitled to receive just, equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

**4.0 PURPOSE OF AGREEMENT**

4.1 The purpose of this agreement is to provide Workforce Investment Act (WIA) Title 1B services to eligible Youth, Adults, and Dislocated Workers throughout the designated Local Workforce Investment Area (LWIA). These services will be provided in accordance with Federal and State regulations and the most current local area plan

**5.0 DEFINITIONS**

5.1 "Department" means the Arizona Department of Economic Security (ADES), unless otherwise indicated.

5.2 "DW" means Dislocated Worker

**6.0 MANNER OF FINANCING**

**6.1 Compensation**

6.2 The contract reimbursement maximum for all services provided during the term of the contract and /or for the term specified above shall be \$ 2,631,208.

The contract reimbursement maximum per program and funding period is as follows;

<b>PY10 ADMIN</b>	<b>\$ (Youth \$ 59,564, Adult \$ 11,146, DW \$ 33,086)</b>
<b>FY11 ADMIN</b>	<b>\$ (Adult \$ 53,061, DW \$ 87,888)</b>
<b>PY10 YOUTH</b>	<b>\$ 536,075</b>
<b>PY10 ADULT</b>	<b>\$ 100,318</b>
<b>FY11 ADULT</b>	<b>\$ 477,551</b>
<b>PY10 Dislocated Worker</b>	<b>\$ 297,781</b>
<b>FY11 Dislocated Worker</b>	<b>\$ 790,999</b>

**PY10 Rapid Response**                    **\$ 50,253**

**FY11 Rapid Response**                    **\$ 133,486**

**6.3 Period of Availability for Expenditure of WIA Funds**

The Contractor agrees that Pursuant to 20 CFR 667.107 Funds allocated by a State to a local area under subpart- A sections 128(b) and 133(b), for any Program year are available for expenditure only during that program year and the succeeding program year. Funds which are not expended by a local area in the two-year period, described in paragraph (b) (1) of section 128 (b) and 133(b) of the Federal Register shall be returned to the State. Funds so returned are available for expenditure by State and local recipients and sub recipients only during the third program year of availability. These funds may be used for statewide projects, or distributed to other local areas, which had fully expended their allocation of funds for the same program year within the two-year period.

All final expenditure reports and cash draw requests for the Local Area Formula Funds must be submitted by August 15, 2012. No extensions shall be granted to the requirement to submit the final expenditure and cash draw requests.

Any Set-Aside funds allocated under this agreement shall be available from the date of the amendment allocating such funds through April 30, 2013. All funds must be fully expended by April 30, 2013. No extension shall be granted to this date. Any funds remaining unencumbered or unexpended on April 30, 2013 shall revert to the State. All final expenditure reports and cash draw requests for any Set-Aside funds received under this agreement must be submitted by May 29, 2013. No extension shall be granted to the requirement to submit the final expenditure and cash draw requests.

6.4 Notwithstanding the contract reimbursement maximum established in paragraph 6.2 above the level of Compensation under this Contract shall not, at any time, exceed the current obligation authority of the Contractor.

6.5 Upon receipt of obligation authority by ADES from the U.S. Department of Labor/Employment and Training Administration (DOL/ETA), ADES shall issue a notice of Obligation Authority to the Contractor.

**6.6 Availability of Funds for the Current State Fiscal Year**

6.6.1 Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the ADES may take any of the following actions:

- a) Reduce payments or units authorized;
- b) Accept a decrease in price offered by the contractor;
- c) Cancel the Contract;
- d) Cancel the contract and re-write the requirements.

6.6.2 The Director of ADES shall have the sole and unfettered discretion in determining the availability of funds. The ADES and the Contractor may mutually agree to reduce reimbursement to the Contractor when the payment type is Fixed Price with Price Adjustment by executing a contract amendment

**6.7 Availability of Funds for the Next Fiscal Year**

Funds may not presently be available for performance under this Contract beyond the current state fiscal year. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by the ADES at the end of the period for which funds are available

6.7.1 No liability shall accrue to the ADES in the event this provision is exercised, and the ADES shall not be obligated or liable for any future payments of for any damages as a result of termination under this paragraph.

**6.8 Rescission of Funds**

Should the Federal Funding Source inform the State that it is rescinding funding from the State and where the State must in turn rescind from a Contractor(s) who may hold one or more Contracts for services funded under the specified Federal Funding Source, the State may take action in the following sequence;

1. Rescind the required amount of funds from unexpended funds from the designated previous period(s) of time.
2. Rescind the required amount of funds from unexpended funds from the designated current period(s) of time.
3. Decrease the required amount of funds from funds from a designated future period(s) of time.

## 7.0 SERVICE DESCRIPTION

Program eligibility will be conducted on each applicant prior to the provision of services. Eligibility will include determination of family size, family income for the previous six-month period, educational status, and identification of any barriers or issues that impact attaining and/or retaining employment.

Services provided to adults and dislocated workers, as appropriate to meet the individual's needs, may include any of the following:

### 7.1 Core Services

7.2 The determination of WIA eligibility; outreach, intake and orientation to the One-Stop system. The initial assessment of skill levels aptitudes, abilities, and support service needs for individuals and job search and placement assistance. The utilization of the provision of employment and labor market information including job vacancy listings and the provision of performance information and program costs on eligible providers of training services. The information on local performance and information on availability of supportive services in the local area and referrals as appropriate. Information on filing claims for unemployment insurance compensation; and assistance in establishing eligibility for programs of financial aid assistance for training and education programs; and follow-up services for individuals who have received WIA services who are placed in unsubsidized employment for not less than 12 months after the first day of employment.

7.3 **Intensive Services** comprehensive and specialized assessments of skill levels and service needs; development of an individual employment plan identifying employment goals, appropriate objectives and combination of services to achieve employment goals; group counseling; individual counseling and career planning; case management for participants seeking training services; and short term prevocational services to prepare individuals for unsubsidized employment or training.

7.4 **Training Services** occupational skills training; on-the-job training; programs combining workplace training with related instruction; training programs operated by the private sector; skill upgrading and retraining; entrepreneurial training; job readiness training; adult education and literacy activities; and customized training conducted by an employer or group of employers.

7.5 **Rapid Response Activities** provided to Dislocated Workers upon notification of a pending layoff or plant closure to inform them of available WIA Title 1B services and other services available in the community to assist them in transitioning from the layoff employer to other employment or training opportunities.

7.6 **Youth Services** will be provided to WIA Title 1B eligible youth, ages 14-21 that are either in school or out-of-school. Services will be identified on an individual basis to meet the needs of each youth, and may include: tutoring; study skills training and instruction leading to completion of secondary school; including dropout prevention strategies; alternative secondary school services; summer employment opportunities that are directly linked to academic and occupational learning; paid and unpaid work experiences, including internships and job shadowing; occupational skill training; leadership development opportunities; supportive services; adult mentoring; follow-up services for not less than 12 months after the completion of participation; and comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral.

7.7 **The expenditures for all programs will comply with** Office of Management and Budget (OMB) Circular A-087 for governmental entities; Public Law, 105-220 of the 105th Congress described as the Workforce Investment Act of 1998 and Federal and State regulations and guidelines under the WIA Title, 1-B Federal grant.

## 8.0 RESPONSIBILITIES

8.1 **The ADES and the Contractor agree as follows:**

8.2 **The Contractor shall:** provide Workforce Investment Act (WIA) Title 1B services to eligible Youth, Adults, and Dislocated Workers throughout the designated Local Workforce Investment Area (LWIA). These services will be provided in accordance with Federal and State regulations and the most current local area plan.

8.2.1 The Contractor shall meet all negotiated performance levels for all performance measures contained in the Contractor's Local Area Plan. Failure to meet any of the performance measures contained in the Local Area Plan will result in the Department issuing a Demand for Assurance which will require a written corrective action plan from the Contractor

8.2.2 Failure to complete the requirements stated in the Demand for Assurance, including the corrective action plan, by the timeframe prescribed by the Department shall result in the immediate suspension of the Contractor's authority to request payment under this contract. Such authority shall not be reinstated until the Contractor

submits, and the Department approves, a revised corrective action plan or submits documentation to show that the issues identified in the Demand for Assurance have been addressed.

8.2.3 If the Contractor does not comply with the approved Demand for Assurance response, the Department will proceed with remedies outlined in Section 19.0 up to and including sanctions.

8.2.4 If the Contractor fails the same performance measure in two consecutive years, the Department may impose sanctions up to and including withholding of WIA Title I B funding as outlined in Section 19.0.

### 8.3 Confidentiality

The Contractor shall observe and abide by all applicable State and Federal statutes, rules, and regulations regarding the use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contract services. To the extent permitted by law, the Contractor shall release information to ADES and the Attorney General's Office as required by the terms of this contract, by law or upon their request.

### 8.4 Monitoring

The Department will monitor the Contractor and /or subcontractor(s) and they shall cooperate in the monitoring of services delivered; facilities; records maintained and fiscal practice. The Contractor must conduct regular oversight and monitoring of its WIA activities and those of its sub recipients in accordance with Federal Regulation 667.410 subpart D and in accordance with the uniform administrative requirements at 29 CFR parts 95 and 97.

## 9.0 REPORTING REQUIREMENTS

9.1 Unless otherwise provided in this contract, reporting shall adhere to the following schedule: No later than the 30th day following each month during the contract term, the Contractor shall submit financial reports to ADES in the form set forth within the contract.

9.2 Failure to submit accurate and complete reports by the 30th day following the end of a month may result, at the option of ADES, in retention of payment. Failure to provide such report within 30 days following the end of a month may result, at the option of ADES, in a forfeiture of such payment. The "ONLY" acceptable form to report all programs accrued expenditures is the "Contractor Accrued Expenditure and Cash Reimbursement Report."

9.3 No later than the 30th calendar day following the termination date of the Contract, Contractor shall submit to ADES a financial closeout packet. No later than the 30th calendar day after receipt of the Quality Assurance Report, the Contractor shall submit a response, which fully addresses each finding and recommendation. Concurrence or reason for nonoccurrence must be fully stated in the response.

9.4 The Contractor shall provide to ADES the following reports:

a. **ATTACHMENT C: MONTHLY- ACCRUED EXPENDITURE REPORT & CASH REIMBURSEMENT REPORT** (Official Excel document is available from contact information located in Section 9.5)

9.5 Reports shall be sent to:  
AZ Department of Economic Security  
ATTN: WIA Fiscal Compliance Unit  
Site Code 920Z  
1789 W. Jefferson Street  
Phoenix, AZ 85007

## 10.0 PAYMENT REQUIREMENTS

10.1 Contractor Request for Funds & Disbursement Reports (request for reimbursement) shall be submitted by the 15th day of the month following the month services were provided.

10.2 Contractor Request for Funds & Disbursement Reports shall be submitted to:

AZ Department of Economic Security  
ATTN: WIA Fiscal Compliance Unit  
Site Code: 920Z  
1789 W. Jefferson Street  
Phoenix, AZ 85007

## 11.0 NOTICES

11.1 All notices to the Contractor regarding this agreement shall be sent to the following address:

The Gila County Board of Supervisors  
ATTN: Barbara Valencia, Program Manager  
Community Services Division  
5515 South Apache Avenue

Suite 200,  
Globe, AZ 85501

**11.2 All notices to ADES regarding this agreement shall be sent to the following address:**

AZ Department of Economic Security  
ATTN: WIA Fiscal Compliance Unit  
Site Code: 920Z  
1789 W. Jefferson Street  
Phoenix, AZ 85007

**11.3 All notices shall reference the contract number.** The Contractor shall give written notice to ADES of any changes to the following, and a written Amendment to the contract shall not be necessary:

- a. Change of telephone number.
- b. Change in authorized signatory or his/her designee.
- c. Change in the name and /or address of the person to whom notices are to be sent.

**12.0 DISPOSITION OF PROPERTY**

**12.1 Transfer/Surplus of Equipment with a Property Value under \$5,000**

For expendable tangible property with a purchase value of less than \$5,000, Contractor and/or service providers may retain, sell or dispose of the property. If property is deemed worthless, documentation must be provided to establish this fact. Property may not be donated to another agency unless it is worthless. An appraiser may establish value. The Equipment Transfer/Surplus Request (J-320) disposition record must be kept for any transaction in accordance with EA/WIA Section record retention requirements and WIA Inventory Equipment Database or other internal inventory system annotated accordingly. The Contractor and/or service provider may sell the property and retain the proceeds for use in WIA programs or divided in accordance with terms of local agency cost sharing agreement.

**12.2 Calculation of "Fair Market" Value**

The selling price of an item that is sold through auction, advertisement, or a dealer is the fair market value of the item regardless of any prior estimates. An item that is not sold but retained by the Contractor and/or service provider has a fair market value based on similar items that are offered for sale, using the selling price if known.

**12.3 Property Records Retention**

All property records must be maintained from date of acquisition, through final disposition. The Contractor and/or service providers must also retain these records for a period of three years from the date of their last expenditure report. If any litigation, claim, negotiation or audit is started before the expiration of the three-year period, all records must be retained until all findings have been resolved and final action taken or until the end of the regular three-year period, whichever is later.

**12.4 Inventory Records**

The Contractor and/or service providers must maintain accurate inventory records of expendable leased/purchased (value \$500 to \$4,999.99), and non-expendable leased/ purchased equipment over \$5,000 with WIA funds. Property records must include:

- a. Asset Number
- b. Item Description
- c. Manufacturer
- d. Serial Number
- e. Acquisition Date
- f. Physical Location
- g. Total Item Cost
- h. WIA Contract Cost
- i. Inventory Date

**The Contractor and/or service providers are required to submit an inventory report for all property leased/purchased with WIA funds costing more than \$500 to the EA/WIA Section, Fiscal Manager by August 1 of each year.**

**12.5 Prior Approval Equipment with a Property Value over \$5,000**

Before allocating WIA funds for any non-expendable tangible property purchase (including software purchases) with a per unit cost of \$5,000 or more, or total purchase cost exceeds \$10,000, the Contractor and/or service provider must complete a "WIA Pre-Approval of Equipment & Vehicles Over \$5,000 Questionnaire" form that must be signed by the Contractor Director or Designee.

- a.) The signed form must be forwarded to the EA/WIA Section Fiscal Manager for review, approval or disapproval action.
- b.) When an approval decision is rendered, the EA/WIA Section Fiscal Manager will return the signed questionnaire to the Contractor Director or Designee. Upon receipt of the signed and approved questionnaire, the Contractor can proceed to purchase the equipment or property.
- c.) When a decline decision is rendered, the EA/WIA Section, Fiscal Manager will specify the reason for disapproval and return the signed questionnaire to the LWIA Director. The LWIA may appeal this decision to the EA/WIA Section Manager.

**13.0 PERSONAL USE OF CONTRACTS PROHIBITED**

This Contract shall only be made available to ADES, its agencies and members of its purchasing cooperative. Private individuals, government employees and public officials shall not purchase materials or services for their own personal or business use from contracts entered into by the state unless authorized in writing by the director. The determination shall state how the purchase will further the interests of the state.

**14.0 THIRD-PARTY ANTITRUST VIOLATIONS**

The Contractor assigns to ADES any claim for overcharges resulting from antitrust violations, to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

**15.0 FINGERPRINTING**

"Vulnerable adult" means an individual who is eighteen years of age or older who is unable to protect himself from abuse, neglect or exploitation by others because of a physical or mental impairment.

- 15.1. The provisions of A.R.S. § 46-141 (as may be amended) are hereby incorporated in their entirety as provisions of this contract. For reference, these provisions include, but are not limited to, the following:
- 15.2. Personnel who are employed by the Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles or vulnerable adults. Shall submit a full set of fingerprints to ADES for the purpose of obtaining a state and federal criminal records check pursuant to section 41-1750 and Public Law 92-544 or shall apply for fingerprint clearance card within seven working days of employment.
- 15.3. The contractor shall assume the costs of fingerprint checks and may charge these costs to its fingerprinted personnel. The department may allow all or part of the costs of fingerprint checks to be included as an allowable cost in a contract.
- 15.4. Except as provided in A.R.S. § 46-141, this contract may be cancelled or terminated immediately. If a person employed by the Contractor and who has contact with juveniles certifies pursuant to the provisions of A.R.S. § 46-141 (as may be amended) that the person is awaiting trial or has been convicted of any of the offenses listed therein in this State, or of acts committed in another state that would be offenses in this State; or if the person does not possess or is denied issuance of a valid fingerprint clearance card.
- 15.5. Personnel who are employed by any Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify on forms provided by the Department of Economic Security and notarized whether they are awaiting trial on or have ever been convicted of any of the offenses described in A.R.S. § 46-141 (F) (as may be amended).
- 15.6. Personnel who are employed by any Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify on forms provided by the Department of Economic Security and notarized whether they have ever committed any act of sexual abuse of a child, including sexual exploitation and commercial sexual exploitation, or any act of child abuse.
- 15.7. Federally recognized Indian tribes or military bases may submit and the Department of Economic Security shall accept certifications that state that no personnel who are employed or who will be employed during the contract term have been convicted of, have admitted committing or are awaiting trial on any offense as described in A.R.S. § 46-141 (H) (as may be amended).

**16.0 COPYRIGHTS AND OWNERSHIP OF INTELLECTUAL PROPERTY**

Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest

to the Intellectual Property throughout the world. Contractor shall y ADES, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative action that might have the effect of vesting all or part of the Intellectual Property in any entity other than the Department. The Contractor or its subcontractors are not to dispose or distribute any Intellectual Property without the express written authorization of the Department, division, board or commission of the State of Arizona requesting the issuance of this contract shall not disclose the Intellectual Property.

## **17.0 SUSPENSION OR DEBARMENT**

The Department may, by written notice to the Contractor, immediately terminate this Contract if ADES determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. If the Contractor becomes suspended or debarred, the Contractor shall immediately notify ADES. Contractors must not make any award or permit any award (sub recipient or vendor) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549.

The Contractor certifies to the best of its knowledge and belief, that it and its sub-recipients:

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

## **18.0 CERTIFICATION REGARDING LOBBYING**

The Contractor certifies, to the best of their knowledge and belief, that:

- 18.1 No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency. This applies to a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant. Including 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.
- 18.2 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, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 18.3 The Contractor 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 contract under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
- 18.4 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 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 \$10,000.00 and not more than \$100,000.00 for each such failure.

## **19.0 SANCTIONS AND CORRECTIVE ACTIONS**

- 19.1 The Department may issue Demand for Assurance notices to the Contractor for failure to comply with any of the conditions, requirements or clauses contained in this agreement. This Demand for Assurance shall include the citation from the agreement which the Department requires the Contractor to remedy, the required time frame for a response from the Contractor, what required documents shall be sent with the response and to whom the

response shall be sent. Failure to comply with the requirements set forth in the Demand for Assurance, and any corrective action agreed to by the Department, may result in the actions outlined in Section 19.2

19.2 Pursuant to 20 CFR Part 667, Subpart G, §667.700, the Department may impose sanctions and corrective actions on recipients and sub recipients of WIA grant funds as follows:

1. Except for actions under WIA section 188(a) or 29 CFR part 37, the Department uses the initial and final determination procedures outlined in §667.510 to impose a sanction or corrective action. To impose a sanction or corrective action for a violation of WIA section 188(a) or 29 CFR part 37, ADES will use the procedures set forth in that regulatory part.
2. The Department may impose sanctions or corrective action for noncompliance with the uniform administrative requirements set forth under section 184(b) (1) and §667.710(c). Sanctions or corrective action will be applied for substantial violations of WIA statutory and regulatory requirements, if the Governor fails to promptly take the actions specified in WIA sections 184(b)(1), the Grant Officer may impose such actions directly against the local area. The Grant Officer may also impose a sanction directly against a sub recipient, as authorized in section 184(d) (3) of the Act.

19.3 Pursuant to 20 CFR Part 667, Subpart G, the Department may impose fiscal sanctions if a local area fails the same performance measure(s) in two or more consecutive years. The sanction shall be applied to the area of funding (i.e. Adult, Youth Dislocated Worker or Rapid Response) in which the failed performance measure(s) applies. Sanctions shall follow the Sanction Schedule (Attachment A) and shall be applied after final performance is reported in October of each contract year.

Sanctions collected shall be held by the Department and the Contract may receive the sanctioned funds if the performance for the failed measure(s) is rectified and the local area passes the performance measure in the next reporting cycle (i.e. October of the following year). If the local area does not rectify performance in the next reporting cycle, the funds shall revert to the Department.

#### **20.0 CLEAN AIR ACT & CLEAN WATER ACT**

As the Contractor you must be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368) Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

#### **21.0 ENERGY POLICY AND CONSERVATION ACT**

As the Contractor, you must adhere to the standards and policies relating to energy efficiency; which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat.871).

#### **22.0 COPELAND "ANTI-KICKBACK" ACT**

As the Contractor to this agreement, you are expected to comply with the Copeland "Anti-Kickback" Act (18 U.S.C.874) as supplemented in the Department of Labor regulations (29 CFR part 3). In as such this regulation applies to all contracts and sub grants for construction or repair.

#### **23.0 DAVIS-BACON ACT**

As the Contractor to this agreement, you must comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5) when required by Federal grant program legislation.

#### **24.0 DEBT COLLECTION & AUDIT RESOLUTION**

As the Contractor to this agreement, you must comply with P.L. 105-220 Sections 128, 133, and 184; 20 CFR Part 652, Subpart D,E and G; 20 CFR Part 667 Subparts D – H; 29 CFR Parts 95, 96, 97, and 99; OMB Circular A-21. As the Contractor to this agreement, you must comply with OMB Circular A-87, OMB Circular A-122, and OMB Circular A-133. As the Contractor to this agreement, you are required to adhere to Federal Acquisition Regulation 97-03 Part 31; ADES Policies 1-47-01 and 1-47-08; and Workforce Investment Act Guidance Letters #04-06, #09-06 and #18-06.

24.1 Among the required controls specified in Title 20 CFR Section 667.500(a) (2) is the process for collecting debts. Title 20 CFR 667.410(a) states it is the responsibility of the Contractor, sub-grantee, sub-recipient and/or service provider to conduct regular oversight and monitoring of its WIA activities to determine whether expenditures made against the cost categories and within the cost limitations specified in WIA laws and regulations. Title 20 CFR 667.705 states:

- (a) The Contractor is responsible for all funds under its grant(s):

- (b) The political jurisdiction(s) of the chief elected official in a local workforce investment area is liable for any misuse of the WIA grant funds allocated to the local area under WIA sections 128 and 133, unless the chief elected official(s) reaches an agreement with the Governor to bear such liability. The Department of Economic Security (ADES) holds all direct recipients (Contractors) liable for all expenditures of funds.

**25.0 RIGHT TO ASSURANCE**

If the Department in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of "Days" specified in the demand may, at the Department's option be the basis for terminating the contract under the rights and remedies available by law or provided by this contract.

**26.0 FIXED PRICE WITH PRICE ADJUSTMENT**

The Department shall make payment in accordance with the following:

- Operating budget(s) shall be developed and maintained current, on at least a monthly basis, by the Contractor
- To receive funds, the Contractor shall adhere to the following procedures:
  - a) Request for funds shall be made by fax to:  
ADES WIA ADMINISTRATION (602) 542-2452 FAX
  - b) The fax "request shall be confirmed by simultaneous submittal of original and correctly completed" Contractor Request for Funds Disbursement Report.
  - c) Funds shall be requested on a scheduled basis to meet payroll and other expenses and maintain a minimum amount of cash on hand. At no time shall cash on hand exceed immediate cash needs for a seventy-two (72) hour period.

**27.0 REVIEW**

This Agreement shall be reviewed at any time at the written request of either party.

**28.0 NON-AVAILABILITY OF FUNDS**

28.1 Every payment obligation of the ADES under the Contract is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by the ADES at the end of the period for which funds are available. No liability shall accrue to the ADES in the event this provision is exercised, and the ADES shall not be obligated or liable for any future payments of for any damages as a result of termination under this paragraph.

**29.0 ARBITRATION**

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

**30.0 NON-DISCRIMINATION**

30.1 In accordance with A.R.S. §41-1461 et seq. and Executive Order 2009-09, the Contractor shall provide equal employment opportunities for all persons, regardless of race, color, religion, creed, religion, sex, age, national origin, disability or political affiliation. The Contractor shall comply with the Americans with Disabilities Act.

**31.0 FEDERAL IMMIGRATION AND NATIONALITY ACT**

31.1 By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.

31.2 The State may request verification of compliance for any Contractor or subcontractor performing work under the Contract. Should the State suspect or find that the Contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

**32.0 CONFLICT OF INTEREST**

32.1 In accordance with A.R.S. §38-511, the State may within three years after execution cancel the Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the State, at any time while the Agreement is in effect, becomes an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party to the Agreement with respect to the matter of the Agreement.

**33.0 AMENDMENTS OR MODIFICATIONS**

33.1 This agreement may be amended or modified at any time by mutual agreement. No agent, employee or other representative of either party is empowered to alter any of the terms of the agreement, unless done in writing and signed by the authorized representative of the respective parties.

**33.2 Exceptions**

Either party shall give written notice to the other party of any non-material alteration that affects the provisions of this Agreement. Non-material alterations that do not require a written amendment are as follows:

1. Change of telephone number.
2. Change in authorized signatory.
3. Change in the name and/or address of the person to whom notices are to be sent.

**34.0 AUDIT**

34.1 In accordance with A.R.S. §35-214, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Agreement for a period of five (5) years after the completion of the Agreement. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, Contractor shall produce the original of any or all such records.

**35.0 APPLICABLE LAW**

35.1 This Contract shall be governed and interpreted by the laws of the State of Arizona. The materials and services supplied under this Contract shall comply with all applicable Federal, State and local laws, and the Contractor shall maintain all applicable license and permit requirements.

**36.0 THIRD-PARTY ANTITRUST VIOLATIONS**

36.1 The Contractor assigns to the Department any claim for overcharges resulting from antitrust violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

**37.0 IT 508 COMPLIANCE**

37.1 Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this agreement shall comply with A.R.S. §41-2531 and 2532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

**38.0 INDEMNIFICATION AND INSURANCE**

**38.1 Indemnification**

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

**39.0 INDEMNIFICATION FOR SUBCONTRACTOR**

39.1 In addition, the Gila County Board of Supervisors shall cause its contractor(s) and subcontractors, if any, to indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Gila County Board of Supervisors or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount

arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

**40.0 INSURANCE REQUIREMENTS**

**40.1 INSURANCE REQUIREMENTS FOR GOVERNMENTAL PARTIES TO AN IGA:**

40.1.1 None.

**41.0 INSURANCE REQUIREMENTS FOR GOVERNMENTAL PARTIES TO AN IGA:**

**41.1 Insurance Requirements for Any Contractors Used by a Party to the Intergovernmental Agreement:**

(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.) The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

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

1. Commercial General Liability – Occurrence Form  
Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Blanket Contractual Liability – Written and Oral \$1,000,000
- Fire Legal Liability \$ 50,000
- Each Occurrence \$1,000,000

a. The policy shall be endorsed to include coverage for sexual abuse and molestation.

b. The policy shall be endorsed to include the following additional insured language: "The State of Arizona and the Department of Economic Security shall be named as additionally insured with respect to liability arising out of the activities performed by or on behalf of the Contractor".

(Note that the other governmental entity (ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

c. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

**2. Automobile Liability**

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

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

a. The policy shall be endorsed to include the following additional insured language: "The State of Arizona and the Department of Economic Security shall be named as additionally insured with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".

b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor

(Note that the other governmental entity (ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

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

• Workers' Compensation	Statutory
• Employers' Liability	
• Each Accident	\$ 500,000
• Disease – Each Employee	\$ 500,000
• Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

B. **Additional Insurance Requirements:** The policies shall contain, or be endorsed to contain, the following provisions:

1. The State of Arizona and the Department of Economic Security, wherever Additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance 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, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to the Department of Economic Security, Office of Procurement, 1789 W. Jefferson St. Site Code 805Z, Phoenix, AZ 85007 and shall be sent by certified mail, return receipt requested.

D. **Acceptability of Insurers:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

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

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

All certificates required by this Contract shall be sent directly to Department of Economic Security, Office of Procurement, 1789 W. Jefferson St., Site Code 805Z Phoenix, AZ 85007 **UNLESS THE SCOPE OF WORK REPORTING REQUIREMENTS SPECIFIES OTHERWISE.** The State of Arizona **contract number and contract description shall be noted or referenced on the certificate of insurance.** The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. Do not send certificates of Insurance to the State of Arizona's Risk Management Section.

F. **Subcontractors:** Contractors' certificate(s) shall include all subcontractors as insured under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each

subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

**G. Approval:** Any modification or variation from the insurance requirements in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

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

**42.0 E-VERIFY**

42.1 In accordance with A.R.S. §41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. § 23-214, Subsection A.

**43.0 RIGHT OF OFFSET**

43.1 The Department shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the Department, or damages assessed by the Department concerning the Contractor's non-conforming performance or failure to perform the Contract, or any part thereof.

**44.0 OFFSHORE PERFORMANCE OF WORK PROHIBITED**

44.1 Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

**45.0 SCRUTINIZED BUSINESS**

45.1 In accordance with A.R.S. §35-391.06 and A.R.S. §35-393.06, the Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.

**46.0 DATA SHARING AGREEMENT**

46.1 When determined by the Department that sharing of confidential data will occur with the Contractor, the Contractor shall complete the ADES Data Sharing Request Agreement and submit the completed Agreement to the ADES Program Designated Staff prior to any work commencing or data shared. A separate Data Sharing Request Agreement shall be required between the Contractor and each ADES Program sharing confidential data.

**47.0 CULTURALLY RELEVANT AND LINGUISTICALLY APPROPRIATE**

47.1 The Contractor shall ensure that all services provided are culturally relevant and linguistically appropriate to the population to be served.

**48.0 ATTACHMENTS**

48.1 The following list of attachments constitutes an integral part of subject agreement.

48.1.1 Attachment A – Sanction Schedule

48.1.2 Attachment B – Local Adult Report

48.1.3 Attachment C – Instructions for Adult Monthly Expenditure and Cash Draw Reports

48.1.4 Attachment D – Local Youth Report

48.1.5 Attachment E – Instructions for Youth Monthly Expenditure and Cash Draw Reports

48.1.6 Attachment F – Local DW Report

48.1.7 Attachment G – Instructions for DW Monthly Expenditure and Cash Draw Reports

Attachment A - Sanction Schedule for Failed Performance

Number of Years Performance Measure Failed	Sanction for 1 Performance Measure	Sanction for 2 Performance Measures	Sanction for 3 Performance measures	Sanction for 4 Performance Measures
2	1% of PY/FY Allocation	2% of PY/FY Allocation	3% of PY/FY Allocation	4% of PY/FY Allocation
3	5% of PY/FY Allocation	6% of PY/FY Allocation	7% of PY/FY Allocation	8% of PY/FY Allocation
4	10% of PY/FY Allocation	11% of PY/FY Allocation	12% of PY/FY Allocation	13% of PY/FY Allocation
5	20% of PY/FY Allocation	21% of PY/FY Allocation	22% of PY/FY Allocation	23% of PY/FY Allocation

## Arizona Department of Economic Security Accrued Expenditure and Cash Report for WIA

(Follow attached instructions)

1. Contractor Name:		2. PY/FY:			2a. American Recovery and Reinvestment Act <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3. Program Funds or Set-Aside Funds - If Set-Aside Funds, Designate Which Set-Aside					
<input checked="" type="checkbox"/> Program Funds <input type="checkbox"/> Set-Aside Funds					
4. Contract Number	5. Final Report				
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
6. Reporting Period From: (Month, Day, Year)		To: (Month, Day, Year)		7. Date Submitted (Month, Day, Year)	
<b>8. Transactions</b>					Cumulative
<b>A. Cash - Administration :</b>					
a. Cash Receipts to Date					
b. Cash Disbursements to Date					
c. Cash on Hand (line a minus b)					0
<b>Expenditures and Unobligated Balance - Administration:</b>					
d. Total Federal funds authorized					
e. Federal share of expenditures					
f. Federal share of unliquidated obligations					
g. Total Federal obligations (line e plus f)					0
h. Unobligated balance of Federal funds (line d minus g)					0
<b>B. Cash - Adult Program:</b>					
a. Cash Receipts to Date					
b. Cash Disbursements to Date					
c. Cash on Hand (line a minus b)					0
<b>Expenditures and Unobligated Balance - Adult Program:</b>					
d. Total Federal funds authorized					
e. Federal share of expenditures					
f. Federal share of unliquidated obligations					
g. Total Federal obligations (line e plus f)					0
h. Unobligated balance of Federal funds (line d minus g)					0
<b>C. Program Income:</b>					
a. Total Federal program income earned					
b. Program income expended in accordance with the addition method					
c. Unexpended program income (line a minus line b)					0
<b>9. Additional Expenditure Data Required</b>					
a. Other Federal funds expended					
b. Real property proceeds expended					
c. Expenditure of Adult Funds transferred to Dislocated Worker Program					
10. Remarks:					
11. Certification: I certify to the best of my knowledge and belief that this report is correct and complete and that all expenditures and unliquidated obligations are for the purposes set forth in the award documents.					
12. Contractor Authorized Signature(s) and Date					

# Arizona Department of Economic Security

## Adult Program

### Accrued Expenditure and Cash Draw Report

#### Instructions

##### Report Submission:

- 1) The Department of Economic Security require all contractors to submit the Accrued Expenditure and Cash Draw Report electronically via E-Mail in the exact format as received by the Local Area with no changes to cell formulas, headings, etc.
- 2) Report submittals must be accurate and by submitting electronically, the contractor certifies that the information contained therein is accurate to the best of their knowledge.
- 3) A separate report form is due for each Program and Fiscal Year, each grant fund (i.e. Adult, Youth and Dislocated Worker), and each Set-Aside funded project (i.e. incentive funds, technical assistance, business outreach, etc.).

##### Reporting Requirements:

- 1) The report is due 30 days after the end of each calendar month. Any exceptions to this timeframe must be received in writing from the Department. Failure to comply with this requirement may result in delays in receipt of cash draws or suspension of cash draws until reports are brought up to date.
- 2) A final closeout report for each grant fund (i.e. Adult, Youth and Dislocated Worker) and set-aside project (i.e. incentive funds, technical assistance, business outreach, etc.) is due no later than 30 days after the funding availability period or within 30 days of the final expenditure which reaches the contract ceiling for that fund or project, whichever occurs first.
- 3) All expenditure data is required to be reported on an accrual basis.
- 4) All financial reporting is to be cumulative from the contract inception or specified start date for the funds provided.

**Attachment C**

**Line Item Instructions for the Accrued Expenditure and Cash Draw Report**

Form Line Number	Reporting Item	Instructions
1	Contractor Name	Fill in the name of the Local Area or Agency who receives the funds.
2	PY/FY	Fill in the Program Year or Fiscal Year for the fund source the report is being completed for (i.e. PY08 or FY09).
2(a)	American Recovery and Reinvestment Act Funds (Y/N)	Check whether the funds being reported on are part of the ARRA Stimulus funding.
3	Program Funds or Set-Aside Funds	Indicate whether the report is for the 85% local area funding or whether it is for set-aside funds. If the report is for set-aside funds, a separate report for each set-aside project must be completed (i.e. a separate report is required for incentive funds and youth funds as an example).
4	Contract Number	Fill in the complete contract number as it appears in the contract for which the funds were received under (example: DE0911198000).
5	Final Report Y/N	Check the appropriate box for whether the report is the final report for the funds or not.
6	Reporting Period	Fill in the report period start date and end date. The start date should be the date the funds were made available per the contract.
7	Date Submitted	Fill in the date the report was e-mailed or mailed to the Department.
8	Transactions	Enter cumulative amounts in the cumulative column for each line item requiring data entry, as of the reporting period end date. NOTE: If any line item does NOT

**Attachment C**

		require data entry for the reporting period, a ZERO (0) must be entered.
8A(a)	Cash – Administration – Cash Receipts to Date	Enter the amount of cash received as of the reporting period end date for Administration.
8A(b)	Cash – Administration – Cash Disbursements to Date	Enter the amount of cash disbursed as of the reporting period end date for Administration.
8A(c)	Cash – Administration – Cash On Hand (Line a minus Line b)	This is a formula cell and <b>MUST NOT BE CHANGED</b> . If the formula for the cell is altered, the form will be returned and cash receipts may be delayed.
8A(d)	Expenditures and Unobligated Balances – Administration – Total Federal Funds Authorized	Enter the total amount available as received in the contract for Administration.
8A(e)	Expenditures and Unobligated Balance – Administration – Federal Share of Expenditures	Enter the amount of expenditures (including accrued expenses) incurred through the report period end date for Administration.
8A(f)	Expenditures and Unobligated Balances – Administration – Federal Share of Unliquidated Obligations	Enter the amount of Unliquidated Obligations (legally binding commitments to expend subject grant funds authorized) for which an accrued expenditure has not yet been incurred, as of the last day of the reporting period for Administration. Unliquidated obligations should include amounts which will become due to sub recipients and subcontractors. Do not include any amount on line 8A(f) that was included in line 8A(e).
8A(g)	Expenditures and Unobligated Balances – Administration – Total Federal Obligations	Formula Cell that adds line 8A(e) and 8A(f). This cell <b>MUST NOT BE CHANGED</b> . If the formula for this cell is altered, the form will be returned and cash receipts may be delayed.
8A(h)	Expenditures and Unobligated Balances – Administration – Unobligated Balance of Federal Funds	Formula Call that Subtracts line 8A(g) from Line 8A(d). This cell

**Attachment C**

		MUST NOT BE CHANGED. If the formula for this cell is altered, the form will be returned and cash receipts may be delayed.
8B(a)	Cash – Adult Program – Cash Receipts to Date	Enter the amount of cash received as of the reporting period end date for Program related costs (excludes Administration).
8B(b)	Cash – Adult Program – Cash Disbursements to Date	Enter the amount of cash disbursed as of the reporting period end date for Program related costs (excludes Administration).
8B(c)	Cash – Adult Program – Cash On Hand	This is a formula cell and MUST NOT BE CHANGED. If the formula for the cell is altered, the form will be returned and cash receipts may be delayed.
8B(d)	Expenditures and Unobligated Balances – Adult Program – Total Federal Funds Authorized	Enter the total amount available as received in the contract for Program related costs (excludes Administration). Note: The allocation amount MUST include any funds which the local area has identified as being transferred to the DISLOCATED WORKER PROGRAM. DO NOT REPORT ANY DISLOCATED WORKER FUNDS TRANSFERRED TO ADULT IN THIS LINE.
8B(e)	Expenditures and Unobligated Balances – Adult Program – Federal Share of Expenditures	Enter the amount of expenditures (including accrued expenses) incurred through the report period end date for Program related costs (excludes Administration). Note: Expenditure of Adult Funds transferred to the Dislocated Worker Program MUST BE REPORTED on this line. DO NOT REPORT ANY DISLOCATED WORKER FUNDS TRANSFERRED TO ADULT PROGRAM IN THIS LINE.
8B(f)	Expenditures and Unobligated Balances – Adult Program – Federal Share of Unliquidated Obligations	Enter the amount of Unliquidated Obligations (legally

**Attachment C**

		<p>binding commitments to expend subject grant funds authorized) for which an accrued expenditure has not yet been incurred, as of the last day of the reporting period for Program related costs. Unliquidated obligations should include amounts which will become due to sub recipients and subcontractors. Do not include any amount on line 8B(f) that was included in line 8B(e). Note: Unliquidated Obligations of Dislocated Worker Funds transferred to the Adult Program <b>MUST BE REPORTED</b> on this line. <b>DO NOT REPORT ANY DISLOCATED WORKER UNLIQUIDATED OBLIGATIONS TRANSFERRED TO ADULT PROGRAM IN THIS LINE.</b></p>
8B(g)	Expenditures and Unobligated Balances – Adult Program – Total Federal Obligations	Formula Cell that adds line 8B(e) and 8B(f). This cell <b>MUST NOT BE CHANGED</b> . If the formula for this cell is altered, the form will be returned and cash receipts may be delayed.
8B(h)	Expenditures and Unobligated Balances – Adult Program – Unobligated Balance of Federal Funds	Formula Call that Subtracts line 8B(g) from Line 8B(d). This cell <b>MUST NOT BE CHANGED</b> . If the formula for this cell is altered, the form will be returned and cash receipts may be delayed.
8C(a)	Program Income – Total Federal Program Income Earned	Enter the total amount of program income earned during the reporting period as the result of allowable grant activity. The addition method of recording and reporting program income is required for all ETA programs/grants. For additional reference, program income is defined in the applicable program regulations and in 29CFR95.24 and 29CFR97.25. The Net program income (i.e. after the expense of generating

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		the income is subtracted from the income earned) is preferred. If no program income is earned a ZERO (0) MUST BE ENTERED.
8C(b)	Program Income – Program Income Expended in Accordance with the Addition Method	Enter the amount of program income reported on line 8D(a) that was expended during the reporting period.
8C(c)	Program Income – Unexpended Program Income	This is a formula cell and MUST NOT BE CHANGED. If the cell is altered, the form will be returned for correction and cash receipts may be delayed. This cell will subtract line 8D(b) from Line 8D(a). If the resulting calculation results in a negative number, the local areas must explain in the remarks section (Section 12) why there was negative program income. If the calculation results in a positive number, the local area must explain in the remarks section of the form (Section 10) what the planned use of the program income is, and when it is expected to be expended.
8D(a)	Total Recipient Share Required	Enter match requirement if applicable. If there is no match requirement, a ZERO must be entered.
8D(b)	Recipient Share of Expenditures	Enter any non-Federal funds expended, by recipient organization, for the purposes of the WIA Grant. Expenditures identified on this line item must be allowable costs which could otherwise have been paid for out of the WIA grant funds. These expenditures should include other non-Federal leveraged resources. The value of allowable non-federal in-kind contributions should also be included.  Note: Non-Federal funds expended for the purposes or

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		activities of WIA Grant, which are allowable under all OMB Circulars, but which are not completely allowable under WIA Grant (due to a program specific restriction), should NOT be reported on this line item.
8D(c)	Recipient Share of Unliquidated Obligations	<p>Enter any obligations (legal commitments to expend non-Federal funds) for which an accrued expenditure has not yet been incurred, as of the reporting period end date.</p> <p><i>Do not include any amount on line 8D(c) that has been reporting on line 8D(b). Don not include any amount on line 8D(c) for a future commitment of funds (e.g., entire lease, budgeted salary costs) for which an obligation has not yet been incurred.</i></p>
8D(d)	Total Recipient Share (sum of line 8D(a) and 8D(b))	This is a formula cell and MUST NOT BE CHANGED. If the formula for the cell is altered, the form will be returned and cash receipts may be delayed.
8D(e)	Remaining Recipient Share to be Provided (line 8D(a) minus line 8D(d))	This is a formula cell and MUST NOT BE CHANGED. If the formula for the cell is altered, the form will be returned and cash receipts may be delayed.
9(a)	Additional Expenditure Data Required – Other Federal Funds Expended	If no other Federal funds were expended a ZERO (0) MUST BE ENTERED.
9(b)	Additional Expenditure Data Required – Real Property Proceeds Expended	If no real property proceed were expended a ZERO (0) MUST BE ENTERED.
9(c)	Additional Expenditure Data Required – Expenditure of Adult Funds Transferred to Dislocated Worker Program	Report any Adult Program Funds expended on the Dislocated Worker Program in this field for the reporting period. In addition, expenditures reported in this line MUST BE REPORTED AS PART OF LINE 8B(e).
10	Remarks	Enter any remarks related to the

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		information reported on the form. In addition, if any program income and expenditures are reported, please see line 8C(c) for specific instructions on what must be entered in this field.
11	<b>Certification Statement</b>	This field <b>MUST NOT BE CHANGED</b> . If any change is made to this field, the report will be returned for correction, and the cash receipts may be delayed.
12	<b>Contractor Authorized Signature and Date</b>	Enter the Local Area Authorized Signature persons Name and the date of signature.

## Arizona Department of Economic Security Accrued Expenditure and Cash Report for WIA

(Follow attached instructions)

1. Contractor Name:		2. PY/FY:			2a. American Recovery and Reinvestment Act <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3. Program Funds or Set-Aside Funds - If Set-Aside Funds, Designate Which Set-Aside <input checked="" type="checkbox"/> Program Funds <input type="checkbox"/> Set-Aside Funds					
4. Contract Number	5. Final Report <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
6. Reporting Period From: (Month, Day, Year)		To: (Month, Day, Year)		7. Date Submitted (Month, Day, Year)	
<b>8. Transactions</b>					Cumulative
<b>A. Cash - Administration :</b>					
a. Cash Receipts to Date					
b. Cash Disbursements to Date					
c. Cash on Hand (line a minus b)					0
<b>Expenditures and Unobligated Balance - Administration:</b>					
d. Total Federal funds authorized					
e. Federal share of expenditures					
f. Federal share of unliquidated obligations					
g. Total Federal obligations (line e plus f)					0
h. Unobligated balance of Federal funds (line d minus g)					0
<b>B. Cash - Youth Program:</b>					
a. Cash Receipts to Date					
b. Cash Disbursements to Date					
c. Cash on Hand (line a minus b)					0
<b>Expenditures and Unobligated Balance - Youth Program:</b>					
d. Total Federal funds authorized					
e. Federal share of expenditures					
f. Federal share of unliquidated obligations					
g. Total Federal obligations (line e plus f)					0
h. Unobligated balance of Federal funds (line d minus g)					0
<b>C. Program Income:</b>					
a. Total Federal program income earned					
b. Program income expended in accordance with the addition method					
c. Unexpended program income (line a minus line b)					0
<b>9. Additional Expenditure Data Required</b>					
a. Other Federal funds expended					
b. Real property proceeds expended					
c. Out of school youth expenditures					
d. In school youth expenditures (this line should be)					0
e. Summer employment opportunities expenditures					
f. Total out of school and in school expenditures (Total MUST match line 8B(e))					0
10. Remarks:					
11. Certification: I certify to the best of my knowledge and belief that this report is correct and complete and that all expenditures and unliquidated obligations are for the purposes set forth in the award documents.					
12. Contractor Authorized Signature(s) and Date					

# Arizona Department of Economic Security

## Youth Program

### Accrued Expenditure and Cash Draw Report

### Instructions

#### Report Submission:

- 1) The Department of Economic Security require all contractors to submit the Accrued Expenditure and Cash Draw Report electronically via E-Mail in the exact format as received by the Local Area with no changes to cell formulas, headings, etc.
- 2) Report submittals must be accurate and by submitting electronically, the contractor certifies that the information contained therein is accurate to the best of their knowledge.
- 3) A separate report form is due for each Program and Fiscal Year, each grant fund (i.e. Adult, Youth and Dislocated Worker), and each Set-Aside funded project (i.e. incentive funds, technical assistance, business outreach, etc.).

#### Reporting Requirements:

- 1) The report is due 30 days after the end of each calendar month. Any exceptions to this timeframe must be received in writing from the Department. Failure to comply with this requirement may result in delays in receipt of cash draws or suspension of cash draws until reports are brought up to date.
- 2) A final closeout report for each grant fund (i.e. Adult, Youth and Dislocated Worker) and set-aside project (i.e. incentive funds, technical assistance, business outreach, etc.) is due no later than 30 days after the funding availability period or within 30 days of the final expenditure which reaches the contract ceiling for that fund or project, whichever occurs first.
- 3) All expenditure data is required to be reported on an accrual basis.
- 4) All financial reporting is to be cumulative from the contract inception or specified start date for the funds provided.

**Attachment E**

**Line Item Instructions for the Accrued Expenditure and Cash Draw Report**

Form Line Number	Reporting Item	Instructions
1	Contractor Name	Fill in the name of the Local Area or Agency who receives the funds.
2	PY/FY	Fill in the Program Year or Fiscal Year for the fund source the report is being completed for (i.e. PY08 or FY09).
2(a)	American Recovery and Reinvestment Act Funds (Y/N)	Check whether the funds being reported on are part of the ARRA Stimulus funding.
3	Program Funds or Set-Aside Funds	Indicate whether the report is for the 85% local area funding or whether it is for set-aside funds. If the report is for set-aside funds, a separate report for each set-aside project must be completed (i.e. a separate report is required for incentive funds and youth funds as an example).
4	Contract Number	Fill in the complete contract number as it appears in the contract for which the funds were received under (example: DE0911198000).
5	Final Report Y/N	Check the appropriate box for whether the report is the final report for the funds or not.
6	Reporting Period	Fill in the report period start date and end date. The start date should be the date the funds were made available per the contract.
7	Date Submitted	Fill in the date the report was e-mailed or mailed to the Department.
8	Transactions	Enter cumulative amounts in the cumulative column for each line item requiring data entry, as of the reporting period end date. NOTE: If any line item does NOT

**Attachment E**

		require data entry for the reporting period, a ZERO (0) must be entered.
8A(a)	Cash – Administration – Cash Receipts to Date	Enter the amount of cash received as of the reporting period end date for Administration.
8A(b)	Cash – Administration – Cash Disbursements to Date	Enter the amount of cash disbursed as of the reporting period end date for Administration.
8A(c)	Cash – Administration – Cash On Hand (Line a minus Line b)	This is a formula cell and <b>MUST NOT BE CHANGED</b> . If the formula for the cell is altered, the form will be returned and cash receipts may be delayed.
8A(d)	Expenditures and Unobligated Balances – Administration – Total Federal Funds Authorized	Enter the total amount available as received in the contract for Administration.
8A(e)	Expenditures and Unobligated Balance – Administration – Federal Share of Expenditures	Enter the amount of expenditures (including accrued expenses) incurred through the report period end date for Administration.
8A(f)	Expenditures and Unobligated Balances – Administration – Federal Share of Unliquidated Obligations	Enter the amount of Unliquidated Obligations (legally binding commitments to expend subject grant funds authorized) for which an accrued expenditure has not yet been incurred, as of the last day of the reporting period for Administration. Unliquidated obligations should include amounts which will become due to sub recipients and subcontractors. Do not include any amount on line 8A(f) that was included in line 8A(e).
8A(g)	Expenditures and Unobligated Balances – Administration – Total Federal Obligations	Formula Cell that adds line 8A(e) and 8A(f). This cell <b>MUST NOT BE CHANGED</b> . If the formula for this cell is altered, the form will be returned and cash receipts may be delayed.
8A(h)	Expenditures and Unobligated Balances – Administration – Unobligated Balance of Federal Funds	Formula Call that Subtracts line 8A(g) from Line 8A(d). This cell

**Attachment E**

		<b>MUST NOT BE CHANGED.</b> If the formula for this cell is altered, the form will be returned and cash receipts may be delayed.
8B(a)	Cash – Youth Program – Cash Receipts to Date	Enter the amount of cash received as of the reporting period end date for Program related costs (excludes Administration).
8B(b)	Cash – Youth Program – Cash Disbursements to Date	Enter the amount of cash disbursed as of the reporting period end date for Program related costs (excludes Administration).
8B(c)	Cash – Youth Program – Cash On Hand	This is a formula cell and <b>MUST NOT BE CHANGED.</b> If the formula for the cell is altered, the form will be returned and cash receipts may be delayed.
8B(d)	Expenditures and Unobligated Balances – Youth Program – Total Federal Funds Authorized	Enter the total amount available as received in the contract for Program related costs (excludes Administration).
8B(e)	Expenditures and Unobligated Balances – Youth Program – Federal Share of Expenditures	Enter the amount of expenditures (including accrued expenses) incurred through the report period end date for Program related costs (excludes Administration).
8B(f)	Expenditures and Unobligated Balances – Youth Program – Federal Share of Unliquidated Obligations	Enter the amount of Unliquidated Obligations (legally binding commitments to expend subject grant funds authorized) for which an accrued expenditure has not yet been incurred, as of the last day of the reporting period for Program related costs. Unliquidated obligations should include amounts which will become due to sub recipients and subcontractors. Do not include any amount on line 8B(f) that was included in line 8B(e).
8B(g)	Expenditures and Unobligated Balances – Youth Program – Total Federal Obligations	Formula Cell that adds line 8B(e) and 8B(f). This cell <b>MUST NOT BE CHANGED.</b> If the formula for

**Attachment E**

		this cell is altered, the form will be returned and cash receipts may be delayed.
8B(h)	Expenditures and Unobligated Balances – Youth Program – Unobligated Balance of Federal Funds	Formula Cell that Subtracts line 8B(g) from Line 8B(d). This cell <b>MUST NOT BE CHANGED</b> . If the formula for this cell is altered, the form will be returned and cash receipts may be delayed.
8C(a)	Program Income – Total Federal Program Income Earned	Enter the total amount of program income earned during the reporting period as the result of allowable grant activity. The addition method of recording and reporting program income is required for all ETA programs/grants. For additional reference, program income is defined in the applicable program regulations and in 29CFR95.24 and 29CFR97.25. The Net program income (i.e. after the expense of generating the income is subtracted from the income earned) is preferred. If no program income is earned a <b>ZERO (0) MUST BE ENTERED</b> .
8C(b)	Program Income – Program Income Expended in Accordance with the Addition Method	Enter the amount of program income reported on line 8D(a) that was expended during the reporting period.
8C(c)	Program Income – Unexpended Program Income	This is a formula cell and <b>MUST NOT BE CHANGED</b> . If the cell is altered, the form will be returned for correction and cash receipts may be delayed. This cell will subtract line 8D(b) from Line 8D(a). If the resulting calculation results in a negative number, the local areas must explain in the remarks section (Section 12) why there was negative program income. If the calculation results in a positive number, the local area must explain in the remarks section of the form (Section 10) what the planned use of the program

**Attachment E**

		income is, and when it is expected to be expended.
8D(a)	Total Recipient Share Required	Enter match requirement if applicable. If there is no match requirement, a ZERO must be entered.
8D(b)	Recipient Share of Expenditures	<p>Enter any non-Federal funds expended, by recipient organization, for the purposes of the WIA Grant. Expenditures identified on this line item must be allowable costs which could otherwise have been paid for out of the WIA grant funds. These expenditures should include other non-Federal leveraged resources. The value of allowable non-federal in-kind contributions should also be included.</p> <p>Note: Non-Federal funds expended for the purposes or activities of WIA Grant, which are allowable under all OMB Circulars, but which are not completely allowable under WIA Grant (due to a program specific restriction), should NOT be reported on this line item.</p>
8D(c)	Recipient Share of Unliquidated Obligations	<p>Enter any obligations (legal commitments to expend non-Federal funds) for which an accrued expenditure has not yet been incurred, as of the reporting period end date.</p> <p><i>Do not include any amount on line 8D(c) that has been reporting on line 8D(b). Don not include any amount on line 8D(c) for a future commitment of funds (e.g., entire lease, budgeted salary costs) for which an obligation has not yet been incurred.</i></p>
8D(d)	Total Recipient Share (sum of line 8D(a) and 8D(b))	This is a formula cell and MUST NOT BE CHANGED. If the

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		formula for the cell is altered, the form will be returned and cash receipts may be delayed.
8D(e)	Remaining Recipient Share to be Provided (line 8D(a) minus line 8D(d))	This is a formula cell and <b>MUST NOT BE CHANGED</b> . If the formula for the cell is altered, the form will be returned and cash receipts may be delayed.
9(a)	Additional Expenditure Data Required – Other Federal Funds Expended	If no other Federal funds were expended a ZERO (0) <b>MUST BE ENTERED</b> .
9(b)	Additional Expenditure Data Required – Real Property Proceeds Expended	If no real property proceeds were expended a ZERO (0) <b>MUST BE ENTERED</b> .
9(c)	Additional Expenditure Data Required – Out of School Youth Expenditures	Enter the amount of expenditures reported on line 8B(e) that were spent on out of school youth.
9(d)	Additional Expenditure Data Required – In School Youth Expenditures	Enter the amount of expenditures reported on line 8B(e) that were spent on in school youth.
9(e)	Additional Expenditure Data Required – Summer Employment Opportunities Expenditures	Enter the amount of expenditures that were for summer employment opportunities. This is a stand alone line item, and is a subpart of Line 8B(e) and amounts entered on 9(c) and 9(d).
10	Remarks	Enter any remarks related to the information reported on the form. In addition, if any program income and expenditures are reported, please see line 8C(c) for specific instructions on what must be entered in this field.
11	Certification Statement	This field <b>MUST NOT BE CHANGED</b> . If any change is made to this field, the report will be returned for correction, and the cash receipts may be delayed.
12	Contractor Authorized Signature and Date	Enter the Local Area Authorized Signature persons Name and the date of signature.

## Arizona Department of Economic Security Accrued Expenditure and Cash Report for WIA

(Follow attached instructions)

1. Contractor Name:		2. PY/FY:			2a. American Recovery and Reinvestment Act <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
3. Program Funds or Set-Aside Funds - If Set-Aside Funds, Designate Which Set-Aside <input checked="" type="checkbox"/> Program Funds <input type="checkbox"/> Set-Aside Funds						
4. Contract Number		5. Final Report <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
6. Reporting Period From: (Month, Day, Year)			To: (Month, Day, Year)		7. Date Submitted (Month, Day, Year)	
8. Transactions					Cumulative	
<b>A. Cash - Administration :</b>						
a. Cash Receipts to Date						
b. Cash Disbursements to Date						
c. Cash on Hand (line a minus b)					0	
<b>Expenditures and Unobligated Balance - Administration:</b>						
d. Total Federal funds authorized						
e. Federal share of expenditures						
f. Federal share of unliquidated obligations						
g. Total Federal obligations (line e plus f)					0	
h. Unobligated balance of Federal funds (line d minus g)					0	
<b>B. Cash - Dislocated Worker Program:</b>						
a. Cash Receipts to Date						
b. Cash Disbursements to Date						
c. Cash on Hand (line a minus b)					0	
<b>Expenditures and Unobligated Balance - Dislocated Worker Program:</b>						
d. Total Federal funds authorized						
e. Federal share of expenditures						
f. Federal share of unliquidated obligations						
g. Total Federal obligations (line e plus f)					0	
h. Unobligated balance of Federal funds (line d minus g)					0	
<b>B2. Cash - Rapid Response Program:</b>						
a. Cash Receipts to Date						
b. Cash Disbursements to Date						
c. Cash on Hand (line a minus b)					0	
<b>Expenditures and Unobligated Balance - Rapid Response Program:</b>						
d. Total Federal funds authorized						
e. Federal share of expenditures						
f. Federal share of unliquidated obligations						
g. Total Federal obligations (line e plus f)					0	
h. Unobligated balance of Federal funds (line d minus g)					0	
<b>C. Program Income:</b>						
a. Total Federal program income earned						
b. Program income expended in accordance with the addition method						
c. Unexpended program income (line a minus line b)					0	
<b>D. Recipient Share:</b>						
a. Total recipient share required						
b. Recipient share of expenditures						
c. Recipient share of unliquidated obligations						
d. Total recipient obligations (sum of lines b and c)					0	
e. Remaining recipient share to be provided (line a minus line d)					0	
<b>9. Additional Expenditure Data Required</b>						
a. Other Federal funds expended						
b. Real property proceeds expended						
c. Expenditure of DW Funds transferred to Adult Program						
10. Remarks:						
11. Certification: I certify to the best of my knowledge and belief that this report is correct and complete and that all expenditures and unliquidated obligations are for the purposes set forth in the award documents.						
12. Contractor Authorized Signature(s) and Date						

# Arizona Department of Economic Security

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## Dislocated Worker Program

### Accrued Expenditure and Cash Draw Report

### Instructions

#### Report Submission:

- 1) The Department of Economic Security require all contractors to submit the Accrued Expenditure and Cash Draw Report electronically via E-Mail in the exact format as received by the Local Area with no changes to cell formulas, headings, etc.
- 2) Report submittals must be accurate and by submitting electronically, the contractor certifies that the information contained therein is accurate to the best of their knowledge.
- 3) A separate report form is due for each Program and Fiscal Year, each grant fund (i.e. Adult, Youth and Dislocated Worker), and each Set-Aside funded project (i.e. incentive funds, technical assistance, business outreach, etc.).

#### Reporting Requirements:

- 1) The report is due 30 days after the end of each calendar month. Any exceptions to this timeframe must be received in writing from the Department. Failure to comply with this requirement may result in delays in receipt of cash draws or suspension of cash draws until reports are brought up to date.
- 2) A final closeout report for each grant fund (i.e. Adult, Youth and Dislocated Worker) and set-aside project (i.e. incentive funds, technical assistance, business outreach, etc.) is due no later than 30 days after the funding availability period or within 30 days of the final expenditure which reaches the contract ceiling for that fund or project, whichever occurs first.
- 3) All expenditure data is required to be reported on an accrual basis.
- 4) All financial reporting is to be cumulative from the contract inception or specified start date for the funds provided.

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**Line Item Instructions for the Accrued Expenditure and Cash Draw Report**

Form Line Number	Reporting Item	Instructions
1	Contractor Name	Fill in the name of the Local Area or Agency who receives the funds.
2	PY/FY	Fill in the Program Year or Fiscal Year for the fund source the report is being completed for (i.e. PY08 or FY09).
2(a)	American Recovery and Reinvestment Act Funds (Y/N)	Check whether the funds being reported on are part of the ARRA Stimulus funding.
3	Program Funds or Set-Aside Funds	Indicate whether the report is for the 85% local area funding or whether it is for set-aside funds. If the report is for set-aside funds, a separate report for each set-aside project must be completed (i.e. a separate report is required for incentive funds and youth funds as an example).
4	Contract Number	Fill in the complete contract number as it appears in the contract for which the funds were received under (example: DE0911198000).
5	Final Report Y/N	Check the appropriate box for whether the report is the final report for the funds or not.
6	Reporting Period	Fill in the report period start date and end date. The start date should be the date the funds were made available per the contract.
7	Date Submitted	Fill in the date the report was e-mailed or mailed to the Department.
8	Transactions	Enter cumulative amounts in the cumulative column for each line item requiring data entry, as of the reporting period end date. <b>NOTE: If any line item does NOT</b>

**ATTACHMENT G**

		require data entry for the reporting period, a ZERO (0) must be entered.
8A(a)	Cash – Administration – Cash Receipts to Date	Enter the amount of cash received as of the reporting period end date for Administration.
8A(b)	Cash – Administration – Cash Disbursements to Date	Enter the amount of cash disbursed as of the reporting period end date for Administration.
8A(c)	Cash – Administration – Cash On Hand (Line a minus Line b)	This is a formula cell and <b>MUST NOT BE CHANGED</b> . If the formula for the cell is altered, the form will be returned and cash receipts may be delayed.
8A(d)	Expenditures and Unobligated Balances – Administration – Total Federal Funds Authorized	Enter the total amount available as received in the contract for Administration.
8A(e)	Expenditures and Unobligated Balance – Administration – Federal Share of Expenditures	Enter the amount of expenditures (including accrued expenses) incurred through the report period end date for Administration.
8A(f)	Expenditures and Unobligated Balances – Administration – Federal Share of Unliquidated Obligations	Enter the amount of Unliquidated Obligations (legally binding commitments to expend subject grant funds authorized) for which an accrued expenditure has not yet been incurred, as of the last day of the reporting period for Administration. Unliquidated obligations should include amounts which will become due to sub recipients and subcontractors. Do not include any amount on line 8A(f) that was included in line 8A(e).
8A(g)	Expenditures and Unobligated Balances – Administration – Total Federal Obligations	Formula Cell that adds line 8A(e) and 8A(f). This cell <b>MUST NOT BE CHANGED</b> . If the formula for this cell is altered, the form will be returned and cash receipts may be delayed.
8A(h)	Expenditures and Unobligated Balances – Administration – Unobligated Balance of Federal Funds	Formula Call that Subtracts line 8A(g) from Line 8A(d). This cell

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		MUST NOT BE CHANGED. If the formula for this cell is altered, the form will be returned and cash receipts may be delayed.
8B(a)	Cash – Dislocated Worker Program – Cash Receipts to Date	Enter the amount of cash received as of the reporting period end date for Program related costs (excludes Administration).
8B(b)	Cash – Dislocated Worker Program – Cash Disbursements to Date	Enter the amount of cash disbursed as of the reporting period end date for Program related costs (excludes Administration).
8B(c)	Cash – Dislocated Worker Program – Cash On Hand	This is a formula cell and MUST NOT BE CHANGED. If the formula for the cell is altered, the form will be returned and cash receipts may be delayed.
8B(d)	Expenditures and Unobligated Balances – Dislocated Worker Program – Total Federal Funds Authorized	Enter the total amount available as received in the contract for Program related costs (excludes Administration). Note: The allocation amount MUST include any funds which the local area has identified as being transferred to the Adult Program. DO NOT REPORT ANY ADULT FUNDS TRANSFERRED TO DISLOCATED WORKER IN THIS LINE.
8B(e)	Expenditures and Unobligated Balances – Dislocated Worker Program – Federal Share of Expenditures	Enter the amount of expenditures (including accrued expenses) incurred through the report period end date for Program related costs (excludes Administration). Note: Expenditure of Dislocated Worker Funds transferred to the Adult Program MUST BE REPORTED on this line. DO NOT REPORT ANY ADULT FUNDS TRANSFERRED TO DISLOCATED WORKER PROGRAM IN THIS LINE.
8B(f)	Expenditures and Unobligated Balances – Dislocated Worker Program – Federal Share of Unliquidated	Enter the amount of Unliquidated Obligations (legally

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	Obligations	binding commitments to expend subject grant funds authorized) for which an accrued expenditure has not yet been incurred, as of the last day of the reporting period for Program related costs. Unliquidated obligations should include amounts which will become due to sub recipients and subcontractors. Do not include any amount on line 8B(f) that was included in line 8B(e). Note: Unliquidated Obligations of Dislocated Worker Funds transferred to the Adult Program MUST BE REPORTED on this line. DO NOT REPORT ANY ADULT UNLIQUIDATED OBLIGATIONS TRANSFERRED TO DISLOCATED WORKER PROGRAM IN THIS LINE.
8B(g)	Expenditures and Unobligated Balances – Dislocated Worker Program – Total Federal Obligations	Formula Cell that adds line 8B(e) and 8B(f). This cell MUST NOT BE CHANGED. If the formula for this cell is altered, the form will be returned and cash receipts may be delayed.
8B(h)	Expenditures and Unobligated Balances – Dislocated Worker Program – Unobligated Balance of Federal Funds	Formula Call that Subtracts line 8B(g) from Line 8B(d). This cell MUST NOT BE CHANGED. If the formula for this cell is altered, the form will be returned and cash receipts may be delayed.
8B2(a)	Cash – Rapid Response Program – Cash Receipts to Date	Enter the amount of cash received as of the reporting period end date for Program related costs (excludes Administration and Dislocated Worker Program).
8B2(b)	Cash – Rapid Response Program – Cash Disbursements to Date	Enter the amount of cash disbursed as of the reporting period end date for Program related costs (excludes Administration and Dislocated Worker Program).
8B2(c)	Cash – Rapid Response Program – Cash On Hand	This is a formula cell and MUST

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		NOT BE CHANGED. If the formula for the cell is altered, the form will be returned and cash receipts may be delayed.
8B2(d)	Expenditures and Unobligated Balances – Rapid Response Program – Total Federal Funds Authorized	Enter the total amount available as received in the contract for Program related costs (excludes Administration and Dislocated Worker Program).
8B2(e)	Expenditures and Unobligated Balances – Rapid Response Program – Federal Share of Expenditures	Enter the amount of expenditures (including accrued expenses) incurred through the report period end date for Program related costs (excludes Administration and Dislocated Worker Program).
8B2(f)	Expenditures and Unobligated Balances – Rapid Response Program – Federal Share of Unliquidated Obligations	Enter the amount of Unliquidated Obligations (legally binding commitments to expend subject grant funds authorized) for which an accrued expenditure has not yet been incurred, as of the last day of the reporting period for Program related costs. Unliquidated obligations should include amounts which will become due to sub recipients and subcontractors. Do not include any amount on line 8B2(f) that was included in line 8B2(e).
8B2(g)	Expenditures and Unobligated Balances – Rapid Response Program – Total Federal Obligations	Formula Cell that adds line 8B2(e) and 8B2(f). This cell MUST NOT BE CHANGED. If the formula for this cell is altered, the form will be returned and cash receipts may be delayed.
8B2(h)	Expenditures and Unobligated Balances – Rapid Response Program – Unobligated Balance of Federal Funds	Formula Call that Subtracts line 8B2(g) from Line 8B2(d). This cell MUST NOT BE CHANGED. If the formula for this cell is altered, the form will be returned and cash receipts may be delayed.
8C(a)	Program Income – Total Federal Program Income Earned	Enter the total amount of program income earned during the reporting period as the result

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		of allowable grant activity. The addition method of recording and reporting program income is required for all ETA programs/grants. For additional reference, program income is defined in the applicable program regulations and in 29CFR95.24 and 29CFR97.25. The Net program income (i.e. after the expense of generating the income is subtracted from the income earned) is preferred. If no program income is earned a ZERO (0) MUST BE ENTERED.
8C(b)	Program Income – Program Income Expended in Accordance with the Addition Method	Enter the amount of program income reported on line 8C(a) that was expended during the reporting period.
8C(c)	Program Income – Unexpended Program Income	This is a formula cell and MUST NOT BE CHANGED. If the cell is altered, the form will be returned for correction and cash receipts may be delayed. This cell will subtract line 8C(b) from Line 8C(a). If the resulting calculation results in a negative number, the local areas must explain in the remarks section (Section 12) why there was negative program income. If the calculation results in a positive number, the local area must explain in the remarks section of the form (Section 10) what the planned use of the program income is, and when it is expected to be expended.
8D(a)	Total Recipient Share Required	Enter match requirement if applicable. If there is no match requirement, a ZERO must be entered.
8D(b)	Recipient Share of Expenditures	Enter any non-Federal funds expended, by recipient organization, for the purposes of the WIA Grant. Expenditures identified on this line item must be allowable costs which could

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		<p>otherwise have been paid for out of the WIA grant funds. These expenditures should include other non-Federal leveraged resources. The value of allowable non-federal in-kind contributions should also be included.</p> <p>Note: Non-Federal funds expended for the purposes or activities of WIA Grant, which are allowable under all OMB Circulars, but which are not completely allowable under WIA Grant (due to a program specific restriction), should NOT be reported on this line item.</p>
8D(c)	Recipient Share of Unliquidated Obligations	<p>Enter any obligations (legal commitments to expend non-Federal funds) for which an accrued expenditure has not yet been incurred, as of the reporting period end date.</p> <p><i>Do not include any amount on line 8D(c) that has been reporting on line 8D(b). Do not include any amount on line 8D(c) for a future commitment of funds (e.g., entire lease, budgeted salary costs) for which an obligation has not yet been incurred.</i></p>
8D(d)	Total Recipient Share (sum of line 8D(a) and 8D(b))	This is a formula cell and <b>MUST NOT BE CHANGED</b> . If the formula for the cell is altered, the form will be returned and cash receipts may be delayed.
8D(e)	Remaining Recipient Share to be Provided (line 8D(a) minus line 8D(d))	This is a formula cell and <b>MUST NOT BE CHANGED</b> . If the formula for the cell is altered, the form will be returned and cash receipts may be delayed.
9(a)	Additional Expenditure Data Required – Other Federal Funds Expended	If no other Federal funds were expended a ZERO (0) <b>MUST BE ENTERED</b> .

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9(b)	Additional Expenditure Data Required – Real Property Proceeds Expended	If no real property proceeds were expended a ZERO (0) MUST BE ENTERED.
9(c)	Additional Expenditure Data Required – Expenditure of DW Funds Transferred to Adult Program	Report any Dislocated Worker Program Funds expended on the Adult Program in this field for the reporting period. In addition, expenditures reported in this line MUST BE REPORTED AS PART OF LINE 8B(e).
10	Remarks	Enter any remarks related to the information reported on the form. In addition, if any program income and expenditures are reported, please see line 8D(c) for specific instructions on what must be entered in this field.
11	Certification Statement	This field MUST NOT BE CHANGED. If any change is made to this field, the report will be returned for correction, and the cash receipts may be delayed.
12	Contractor Authorized Signature and Date	Enter the Local Area Authorized Signature persons Name and the date of signature.

**Regular BOS Meeting****Date: 08/02/2011**

Submitted For: Daisy Flores, Submitted By: Liz Fetterman, County Attorney  
County Attorney

Department: County Attorney

Presenter's Name:

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Information

Request/Subject

Approval of Arizona Criminal Justice Commission Crime Victim Compensation Grant Agreement VC-12-052 and Arizona Criminal Justice Commission Drug, Grant and Violent Crime Control Grant Agreement DC-12-027

Background Information

VC-12-052 - The Crime Victim Compensation Program receives its funding through three state sources and one federal source. Program monies are appropriated each year by the state legislature and state funds are distributed to each county based upon a formula approved annually by the Commission. These funds are used to provide compensation awards to victims of criminally injurious conduct occurring within the Gila County jurisdiction. Gila County's allotment for FY 2012 is \$44,109 and this grant has no financial impact on the County. The funding will be distributed to the Gila County Attorney's Office as a monthly reimbursement of compensation program expenditures. A financial reimbursement request form is required for reimbursement of those expenditures.

DC-12-027 - This grant has been in effect for 23 years. This grant funds a full-time prosecutor for drug and violent crime prosecution. This grant will have no financial impact on the County and therefore a match is not required for this fiscal year.

Evaluation

VC-12-052 - The Arizona Criminal Justice Commission Crime Victim Compensation Grant Agreement is essential to provide financial assistance to victims of crime in Gila County for medical and dental expenses, mental health expenses, wage loss, funeral expenses and crime scene clean-up expenses based on program rules and requirements. The maximum award to a claimant is \$20,000 for all economic loss sustained as a result of a particular incident of criminal conduct.

DC-12-027 - The Gila County Byrne Prosecution Grant is essential to provide funding for the salary and benefits of a prosecutor who works in tandem with the Gila County Narcotics Task Force.

Conclusion

VC-12-052 - Claims are filed by victims of criminally injurious conduct in the county in which the crime occurred. The Gila County Victim Compensation Coordinator investigates each claim filed and then presents the claim to the volunteer Crime Victim Compensation Board for review. The Board approves or denies each compensation claim in accordance with program rules. The Victim Compensation Program would not exist without these State and Federal Funds and it is a vital program in the Gila County Attorney's Office.

DC-12-027 - The Drug, Gang and Violent Crime Control Program allows state, county, local and tribal governments to support activities that combat drug, gangs and violent crime. This grant provides a significant portion of the funding for a full-time prosecutor to work in tandem with the Gila County Narcotics Task Forces in effort to curb crime in Gila County through

investigation, arrest and prosecution.

Recommendation

VC-12-052 That the Gila County Board of Supervisors approve the Arizona Criminal Justice Commission Crime Victim Compensation Grant Agreement and Certified Assurances for FY 2012 in the amount of \$44,109. A signature is not needed for this Grant Agreement.

DC-12-027 That the Gila County Board of Supervisors approve the Arizona Criminal Justice Commission Drug, Gang and Violent Crime Control Grant Agreement in the amount of \$67,727.00. The Chairman's signature is required.

Suggested Motion

Approval to accept the Arizona Criminal Justice Commission Crime Victim Compensation Grant Agreement and Certified Assurances for the period of July 1, 2011, to June 30, 2012, in the amount of \$44,109 between Gila County and the Arizona Criminal Justice Commission; and approval to accept the Arizona Criminal Justice Commission Drug, Gang and Violent Crime Control Grant Agreement for the period of July 1, 2011, to June 30, 2012, in the amount of \$67,727 between Gila County and the Arizona Criminal Justice Commission.

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Attachments

Link: [VC Grant Agrmt FY2012](#)

Link: [DC-12-027 Drug Gang Grant Agrmt FY 2012](#)

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ARIZONA CRIMINAL JUSTICE COMMISSION  
CRIME VICTIM ASSISTANCE  
GRANT AGREEMENT

ACJC Grant Number VA-12-020  
State Funded Grant Program

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This Grant Agreement is made this 6<sup>th</sup> day of June, 2011 by and between the ARIZONA CRIMINAL JUSTICE COMMISSION hereinafter called "COMMISSION" and Gila County, through the Gila County Attorney's Office hereinafter called "GRANTEE". The COMMISSION enters into this Agreement pursuant to its authority under the provisions of A.R.S. § 41-2405 (B)(6), and having satisfied itself as to the qualification of GRANTEE;

NOW, THEREFORE, it is agreed between the parties as follows:

1. This Agreement will commence on July 1, 2011 and terminate on June 30, 2012. This Agreement expires at the end of the award period unless prior written approval for an extension has been obtained from the COMMISSION. A request for an extension must be received by the COMMISSION sixty (60) days prior to the end of the award period. The COMMISSION in its sole discretion shall approve an extension that further the goals and objectives of the program and shall determine the length of the extension.
2. The GRANTEE agrees that grant funds will be used to provide services to victims of crime as stated in the grant application.
3. The COMMISSION will monitor the performance of the GRANTEE against goals and performance standards outlined in the grant application. Sub-standard performance as determined by the COMMISSION will constitute non-compliance with this Agreement. The GRANTEE shall operate in a manner consistent with and in compliance with the provisions and stipulations of the approved grant application and this Agreement. If the COMMISSION finds non-compliance, the GRANTEE will receive a written notice which identifies the area of non-compliance, and the appropriate corrective action to be taken. If the GRANTEE does not respond within thirty (30) calendar days to this notice, and does not provide sufficient information concerning the steps which are being taken to correct the problem, the COMMISSION may suspend funding or permanently terminate this Agreement or revoke the grant. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior written COMMISSION approval may constitute sufficient reason for the COMMISSION to terminate this Agreement, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.
4. This Agreement may be modified only by a written amendment signed by the Authorized Official or by persons designated by the Authorized Official on behalf of the COMMISSION and GRANTEE. Any notice given pursuant to this Agreement shall be in writing and shall be considered to have been given when actually received by the following addressee or their agents or employees:
  - A. If to the COMMISSION:

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

B. If to the GRANTEE:

Gila County Attorney's Office  
 1400 E. Ash Street  
 Globe, AZ 85501  
 Attn: The Honorable Daisy Flores

5. The GRANTEE agrees to submit in writing all budget adjustment requests for approval by the COMMISSION. Written approval from the COMMISSION is required before any fund expenditures are made from adjusted budget categories.

<b>APPROVED LINE ITEM PROGRAM BUDGET</b>	
<b><u>Personnel:</u></b>	
Salaries	\$17,000.00
Fringe Benefits (for salaries/overtime)	\$600.00
Overtime	Not Approved
Professional & Outside/Consultant & Contractual Services	Not Approved
Travel In-State	Not Approved
Travel Out-of-State	Not Approved
Confidential Funds	Not Approved
<b><u>Operating Expenses:</u></b>	
Supplies	Not Approved
Registration/Training	Not Approved
Other	Not Approved
<b><u>Equipment:</u></b>	
Capital	Not Approved
Non-Capital	Not Approved
<b>TOTAL</b>	<b>\$17,600.00</b>
<b>Personnel Positions Funded:</b>	
Victim Assistance Staff	

6. It is agreed and understood that the total to be paid by the COMMISSION under this Agreement shall not exceed \$17,600.00 in State funds. An additional 17600 in local matching funds will be supplied by the GRANTEE from General Funds.
7. The GRANTEE understands that grant funds will be paid in quarterly allotments through the grant period of award.
8. Every payment obligation of the COMMISSION under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the COMMISSION. No liability shall accrue to the COMMISSION in the event this provision is exercised, and the COMMISSION shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
9. The GRANTEE agrees to retain all books, account reports, files and other records, (paper and/or electronic) relating to this Agreement and the performance of this Agreement for no less than five (5) years from the last financial report submitted to the Commission. All such documents shall be subject to inspection and audit at reasonable times.
10. For the purpose of this grant, a capital expenditure is \$5,000 or above. If the GRANTEE'S policy defines a capital expenditure as less than \$5,000, the GRANTEE will use its own policy.

11. The GRANTEE agrees to maintain property records for equipment purchased with grant funds and perform a physical inventory and reconciliation with property records at least every two years or more frequently based on GRANTEE policy. The GRANTEE agrees that funds will not be used for the construction of new facilities.
12. The GRANTEE agrees to keep time and attendance sheets signed by the employee and supervisory official having first hand knowledge of the work performed by the grant funded employees.
13. The GRANTEE agrees that it will submit financial and activity reports to the COMMISSION on forms/format provided by the COMMISSION, documenting the activities supported by these grant funds and providing an assessment of the impact of these activities. In the event reports are not received on or before the indicated date(s), funding will be suspended until such time as delinquent report(s) are received. These reports are submitted according to the following schedule:

<b>Report Period:</b>	<b>Due Date:</b>
July 1, 2011 to September 30, 2011	October 31, 2011
October 1, 2011 to December 31, 2011	January 31, 2012
January 1, 2012 to March 31, 2012	April 30, 2012
April 1, 2012 to June 30, 2012	August 15, 2012
Annual Report	August 15, 2012

More frequent reports may be required for GRANTEES who are considered high risk.

14. All goods and services must be received, or have reasonable expectations thereof, and placed in service by the GRANTEE by the expiration of this award.
15. All goods and services must be paid by the GRANTEE within 60 days of the expiration of this award.
16. The GRANTEE agrees to obtain COMMISSION approval for all sole-source procurements in excess of \$100,000.
17. The GRANTEE agrees to obtain COMMISSION approval prior to the expenditure of grant funds for consultant fees in excess of \$450 per day.
18. The GRANTEE agrees to utilize the *Computer Hardware and Software Vendor Guidelines* distributed by the COMMISSION when purchasing hardware and software with grant funds.
19. The GRANTEE agrees not to use grant funds for food and/or beverage unless explicitly approved in writing by the COMMISSION.
20. No funds shall be used to supplant Federal, State, county or local funds that would otherwise be made available for such purposes. Supplanting means the deliberate reduction of State or local funds or positions because of the existence of available grant funds.
21. The GRANTEE assigns to the COMMISSION any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services applied by third parties to the GRANTEE in exchange for grant funds provided under this Agreement.
22. The parties agree to use arbitration in the event of disputes in accordance with the provisions of A.R.S. § 12-1518 et seq. The laws of the State of Arizona apply to questions arising under this Agreement and any litigation regarding this Agreement must be maintained in Arizona courts, except as pertaining to disputes which are subject to arbitration.

23. The GRANTEE understands that grant funds will not be released until all required reports and reversion of funds from the prior year grant are submitted to the COMMISSION.
24. The GRANTEE agrees that grant funds are not to be expended for any indirect costs that may be incurred by GRANTEE for administering these funds unless explicitly approved in writing by the COMMISSION. This may include, but is not limited to, costs for services such as accounting, payroll, data processing, purchasing, personnel, and building use which may have been incurred by the GRANTEE.
25. Each party (as Indemnitor) agrees to indemnify, defend and hold harmless the other party (as Indemnitee) from and against any and all claims, losses, liability, costs, or expenses, (including reasonable attorneys fees) (hereinafter collectively referred to as Claims) arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If the GRANTEE is a State agency this paragraph does not apply.
26. Unless GRANTEE is a State agency, GRANTEE shall cause its contractor(s), if any to indemnify defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as 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 GRANTEES contractor or any of it owners, officers, directors, agents, or 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 negligence 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 grant, the contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the contractor for the State of Arizona. Insurance requirements for any contractor used by GRANTEE are incorporated herein by this reference and attached to this Agreement as Exhibit A.
27. If the GRANTEE is a governmental political subdivision, the GRANTEE agrees to utilize the Data Dictionary, approved and distributed by the COMMISSION, as the data entry standard for information systems when improving or updating an existing Information System. The GRANTEE agrees to utilize the Data Dictionary as the data entry standard in any new system or when an existing Information System is replaced. Currently not available on-line. Call for copy, we will email.
28. If the GRANTEE is a governmental political subdivision, the GRANTEE agrees to utilize the National Information Exchange Model/Global Justice XML Data Model (NIEM/GJXDM) an object oriented data model that specifies a representation structure for the Global Justice XML Data Dictionary (GJXDD), approved by the COMMISSION as the standard for information sharing when improving, updating, or replacing an existing Information System. Link: OJP IT GJXDM <http://www.it.ojp.gov>

29. If the GRANTEE is a governmental political subdivision, the GRANTEE should integrate their information sharing systems with other information sharing systems and networks within the state using existing networks as the backbone to achieve interstate connectivity. Unless the GRANTEE can demonstrate to the satisfaction of the COMMISSION that this requirement would not be costs effective or would impair the functionality of an existing or proposed information sharing system.
30. If the GRANTEE is a governmental political subdivision, the GRANTEE should, to the extent possible and practical share criminal justice information with other authorized criminal justice agencies. The process control number (PCN) shall be used in accordance with A.R.S. § 41-1750 when sharing data with other criminal justice agencies as electronic data systems are developed or improved.
31. If the GRANTEE is a state agency and the award is for technology development projects, for more than \$25,000 the GRANTEE must complete a Project Investment Justification (PIJ) and submit the justification to the Arizona Government Information Technology Agency (GITA), with a copy to the COMMISSION. Additionally, the GRANTEE agrees to submit required project status reports to GITA using their forms by the required due date with copies to the COMMISSION.
32. The GRANTEE agrees to notify the COMMISSION within ten (10) days in the event that the project official is replaced during the award period.
33. No rights or interest in this Agreement shall be assigned by GRANTEE without prior written approval of the COMMISSION.
34. The GRANTEE agrees that no funds provided, or personnel employed under this Agreement shall be in any way or to any extent engaged in conduct of political activities in violation of U.S.C. Title 5, Part II, Chapter 15, section 1502.
35. The GRANTEE certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.
36. The GRANTEE agrees to cooperate and participate with any and all assessments, evaluation efforts or information and data collection requests, and acknowledges that the state grantor agency has the right to obtain, reproduce, publish or use data provided under this award and may authorize others to receive and use such information.
37. The GRANTEE shall provide the COMMISSION with a copy of all interim and final reports and proposed publications (including those prepared for conferences and other presentations) resulting from this Agreement. Submission of such materials must be prior to or simultaneous with their public release.
38. The GRANTEE agrees to abide by State laws and provide accounting, auditing and monitoring procedures to safeguard grant funds and keep such records to assure proper fiscal controls, management and the efficient disbursement of grant funds.
39. The GRANTEE agrees to follow its own agency equipment disposition policies when the equipment is no longer needed for the grant program. If the GRANTEE has no policy, reference the Uniform Accounting Manual for Arizona Counties authorized by the Auditor General for disposition guidelines and guideline development. Link: Uniform Accounting Manual for Arizona Counties <http://www.auditorgen.state.az/>

40. The GRANTEE agrees expend all encumbered funds within 60 days of expiration of this award and to remit all unexpended grant funds to the COMMISSION within 30 days of written request received from the COMMISSION.
41. The GRANTEE agrees to comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; 42 USC 3789(d); Title VI of the Civil Rights Act of 1964, as amended; Section 504, Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972 and the Department of Justice regulations 28 CFR Part 54; The Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, G and I; Department of Justice regulations on disability discrimination 28 CFR Part 35; all applicable state laws of A.R.S. § 41-1463; and Executive Orders 1999-4 and 2000-4 and 2009-9. These laws prohibit discrimination on the basis of race, color, religion, sex and national origin including Limited English Proficiency (LEP) in the delivery of service. In the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing against the GRANTEE, the GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION.
42. The GRANTEE assures that it will comply with all state and federal laws regarding privacy during the course of the award. All information relating to clients is to be treated with confidentiality in accordance with 42 USC section 3789g or 42 U.S.C. 1432(b)(3) that are applicable to the collection, disclosure, use and revelation of data information. The GRANTEE further agrees to submit a privacy Certificate that is in accordance with requirements of 28 CFR Part 22 if applicable to the program.
43. The GRANTEE agrees to complete and keep on file, as appropriate, Immigration and Naturalization Form (I-9). This form is to be used by recipients to verify that persons are eligible to work in the United States. Additionally the GRANTEE ensures compliance with ARS 41-4401.
44. The GRANTEE acknowledge that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. The GRANTEE warrants that they have registered with and participate with E-Verify. If the GRANTOR later determines that the GRANTEE has not complied with E-Verify, it will notify the non-compliant GRANTEE by certified mail of the determination and of the right to appeal the determination.
45. Pursuant to ARS 35-391.06 and ARS 35-393.06, the GRANTEE hereby warrant, and represent that they do not have, and its subcontractors do not have, and during the term hereof will not have a scrutinized business operation in either Sudan or Iran.
46. The GRANTEE assures that it will comply with all state and federal laws regarding privacy during the course of the award. All information relating to clients is to be treated with confidentiality.
47. The GRANTEE agrees to comply with all grant management criteria included in the latest version of the ACJC Grant Management Reference Manual. Link: ACJC Grants Management Reference Manual <http://azcjc.gov/Grants/>
48. The GRANTEE agrees to maintain property records for equipment purchased with grant funds and perform a physical inventory and reconciliation with property records at least every two years or more frequently based on GRANTEE policy.

49. The GRANTEE agrees to comply with the applicable laws and provisions of the Arizona Crime Victim Assistance Program Rules, R10-4-201 through R10-4-204 of the Crime Victim Assistance program administered by the COMMISSION.
50. The GRANTEE assures that it will collect and maintain information on victim services provided by ethnicity, sex, age and disability.
51. This Agreement is subject to cancellation pursuant to the provision of A.R.S. § 38-511. This Agreement may also be cancelled at the COMMISSIONS discretion if not returned with authorized signatures to the COMMISSION within 90 days of commencement of the award.
52. If any provision of this Agreement is held invalid the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.

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

**FOR GRANTEE:**

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Board of Supervisors , Chairperson

Date

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Printed Name and Title

**Approved as to form and authority to enter into Agreement:**

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Legal Counsel for GRANTEE

Date

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Printed Name and Title

**Statutory or other legal authority to enter into Agreement:**

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Appropriate A.R.S., ordinance, or charter reference

**FOR CRIMINAL JUSTICE COMMISSION:**

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John A. Blackburn Jr., Executive Director  
Arizona Criminal Justice Commission

Date



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

ACJC Grant Number **DC-12-027**

Catalog of Federal Domestic Assistance (CFDA) Number 16.738

This Grant Agreement is made this 1<sup>ST</sup> day of July, 2011, by and between the ARIZONA CRIMINAL JUSTICE COMMISSION hereinafter called "COMMISSION" and Gila County, through Gila County Attorney's Office hereinafter called "GRANTEE". The COMMISSION enters into this Agreement pursuant to its authority under the provisions of ARS § 41-2405 (B)(6), and having satisfied itself as to the qualification of GRANTEE;

NOW, THEREFORE, it is agreed between the parties as follows:

1. This Agreement will commence on July 1, 2011 and terminate on June 30, 2012. This Agreement expires at the end of the award period unless prior written approval for an extension has been obtained from the COMMISSION. A request for an extension must be received by the COMMISSION sixty (60) days prior to the end of the award period. The COMMISSION in its sole discretion may approve an extension that furthers the goals and objectives of the program and shall determine the length of any extension.
2. The GRANTEE agrees that grant funds will be used to enhance drug, gang and/or related violent crime control efforts to deter, investigate, prosecute, adjudicate and/or punish drug, gang and related criminal offenders.
3. The COMMISSION will monitor the performance of the GRANTEE against goals and performance standards outlined in the grant application. Substandard performance as determined by the COMMISSION will constitute noncompliance with this Agreement. The GRANTEE shall operate in a manner consistent with and in compliance with the provisions and stipulations of the approved grant application and this Agreement. If the COMMISSION finds noncompliance, the GRANTEE will receive a written notice which identifies the area of noncompliance, and the appropriate corrective action to be taken. If the GRANTEE does not respond within thirty calendar days to this notice, and does not provide sufficient information concerning the steps which are being taken to correct the problem, the COMMISSION may suspend funding or permanently terminate this Agreement or revoke the grant. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior written COMMISSION approval may constitute sufficient reason for the COMMISSION to terminate this Agreement, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.
4. This Agreement may be modified only by a written amendment signed by the Executive Director or by persons authorized by the Executive Director on behalf of the COMMISSION and GRANTEE. Any notice given pursuant to this Agreement shall be in writing and shall be considered to have been given when actually received by the following addressee or their agents or employees:

A. If to the COMMISSION:

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

B. If to the GRANTEE:

Gila County Attorney's Office  
 1400 E. Ash Street  
 Globe, AZ 85501  
 Attn: The Honorable Daisy Flores

5. For grant awards above \$100,000, the GRANTEE may make budget adjustments of up to ten (10) percent of the total grant within any approved budget category excluding equipment. If the GRANTEE wishes to make adjustments or reprogram in excess of ten (10) percent or purchase equipment, written approval from the COMMISSION in advance is required.

For grant awards less than \$100,000, the GRANTEE may make budget adjustments within approved categories excluding equipment as long as there are no changes to the purpose or scope of the project. If the GRANTEE wishes to purchase equipment, written approval from the COMMISSION in advance is required.

<b>APPROVED LINE ITEM PROGRAM BUDGET</b>	
Personnel:	
Salaries	\$51,293.00
Fringe Benefits (for salaries/overtime)	\$16,434.00
Overtime	Not Approved
Professional & Outside/Consultant & Contractual Services	Not Approved
Travel In-State	Not Approved
Travel Out-of-State	Not Approved
Confidential Funds	Not Approved
Operating Expenses:	
Supplies	Not Approved
Registration/Training	Not Approved
Other	Not Approved
Equipment Capital	Not Approved
Equipment Noncapital	Not Approved
<b>TOTAL</b>	<b>\$67,727.00</b>
Equipment Type: Not Approved	
Other Operating Type: Not Approved	
<b>Personnel Positions Funded:</b>	
Attorney (1.00)	

6. It is agreed and understood that the total to be paid by the COMMISSION under this Agreement shall not exceed \$67,727.00 in federal funds awarded to the COMMISSION by the U.S. Department of Justice, Office of Justice Programs (DOJ). If this grant has a matching requirement the GRANTEE understands that other federal grant funds cannot be used as a match for this grant.
7. The GRANTEE understands that financial reports are required for reimbursement of expenditures. The final request for reimbursement of grant funds must be received by the COMMISSION no later than 60 days after the last day of the award period.
8. Every payment obligation of the COMMISSION under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the COMMISSION. No liability shall accrue to the COMMISSION in the event this

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provision is exercised, and the COMMISSION shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

9. The GRANTEE agrees to retain all books, account reports, files and other records, (paper and/or electronic) relating to this Agreement and the performance of this Agreement for no less than five (5) years from the last financial report submitted to the COMMISSION. All such documents shall be subject to inspection and audit at reasonable times, including such records of any subgrantee, contractor, or subcontractor.
10. The GRANTEE agrees to track, account for, and report on all funds (including specific outcomes and benefits) separately from all other funds for the same or similar purposes or programs.

Accordingly, the accounting systems of the GRANTEE and all subgrantees must ensure that funds from this award are not commingled with funds from any other source.

11. The GRANTEE agrees to abide by Federal and State laws and provide accounting, auditing and monitoring procedures to safeguard grant funds and keep such records to assure proper fiscal controls, management and the efficient disbursement of grant funds.
12. For the purpose of this grant, a capital expenditure is \$5,000 or above. If the GRANTEE'S policy defines a capital expenditure as less than \$5,000, the GRANTEE will use its own policy.
13. The GRANTEE agrees to maintain property records for equipment purchased with grant funds and perform a physical inventory and reconciliation with property records at least every two years or more frequently based on GRANTEE policy. The GRANTEE agrees that funds will not be used for the construction of new facilities.
14. The GRANTEE agrees that all personnel (including subgrantee personnel) whose activities are to be charged to the award will maintain timesheets or certifications to document hours worked for activities related to this award and non-award related activities. The GRANTEE further agrees to keep time and attendance sheets for hourly employees signed by the employee and supervisory official having firsthand knowledge of the work performed by the grant funded employees. Salary employees must prepare time and attendance sheets signed by the employee and supervisory official having firsthand knowledge of the work performed by the grant funded employees or a certification to file as defined below.

Certification to file for salary employees:

- **Working solely on a specific grant award** – Requires after-the-fact certifications that the employee is working 100 percent of his time on the grant award must be prepared no less frequently than every 6 months, and must be signed by the employee and supervisory official having firsthand knowledge of the work performed.
  - **Two or More Grant Programs** – Requires after-the-fact distribution of the actual activity worked by the employee and be prepared at least monthly; to coincide with one or more pay periods; and be signed by the employee and supervisory official having firsthand knowledge of the work performed.
15. The GRANTEE agrees that it will submit financial and activity reports to the COMMISSION on forms/format provided by the COMMISSION, documenting the activities supported by these grant funds and providing an assessment of the impact of these activities including the documentation of project milestones. In the event reports are not received on or before the indicated date(s), funding will be suspended until such time as delinquent report(s) are received.

Activity reports are to be submitted according to the following schedule:

<b>ACTIVITY REPORTS</b>	
<b>Report Period:</b>	<b>Due Date:</b>
July 1 to September 30	October 15
October 1 to December 31	January 15
January 1 to March 31	April 15
April 1 to June 30	July 15

Financial reports are to be submitted according to the following schedule:

<b>FINANCIAL REPORTS</b>			
<b>Report Period:</b>	<b>Due Date:</b>	<b>Report Period:</b>	<b>Due Date:</b>
July 1 to July 31	August 25	January 1 to January 31	February 25
August 1 to August 31	September 25	February 1 to February 29	March 25
September 1 to September 30	October 25	March 1 to March 31	April 25
October 1 to October 31	November 25	April 1 to April 30	May 25
November 1 to November 30	December 25	May 1 to May 31	June 25
December 1 to December 31	January 25	June 1 to June 30	July 25

More frequent reports may be required for GRANTEES who are considered high risk.

16. All goods and services must be received or have reasonable expectations thereof and placed in service by the GRANTEE by the expiration of this award.
17. The GRANTEE agrees that all encumbrances must be expended and that goods and services must be paid within 60 days of the expiration of this award. GRANTEE shall remit all unexpended grant funds to the COMMISSION within 30 days after receipt of a written request from the COMMISSION.
18. The GRANTEE agrees to obtain written COMMISSION approval for all sole-source procurements in excess of \$100,000.
19. The GRANTEE agrees to obtain written COMMISSION approval prior to the expenditure of grant funds for consultant fees in excess of \$450 per day.
20. The GRANTEE agrees not to use grant funds for food and/or beverage unless explicitly approved in writing by the COMMISSION.
21. No funds shall be used to supplant federal, state, county or local funds that would otherwise be made available for such purposes. Supplanting means the deliberate reduction of state or local funds because of the existence of any grant funds.
22. The GRANTEE assigns to the COMMISSION any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services applied by third parties to the GRANTEE in exchange for grant funds provided under this Agreement.
23. The parties agree to use arbitration in the event of disputes in accordance with the provisions of ARS § 12-1518 et seq. The laws of the State of Arizona apply to questions arising under this Agreement and any litigation regarding this Agreement must be maintained in Arizona courts, except as pertaining to disputes which are subject to arbitration.
24. The GRANTEE understands that grant funds will not be released until all required reports and reversion of funds from the prior year grant are submitted to the COMMISSION.

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25. The GRANTEE agrees that grant funds are not to be expended for any indirect costs that may be incurred by GRANTEE for administering these funds unless explicitly approved in writing by the COMMISSION. This may include, but is not limited to, costs for services such as accounting, payroll, data processing, purchasing, personnel, and building use which may have been incurred by the GRANTEE.
26. Each party (as "Indemnitor") agrees to indemnify, defend and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses, (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If the GRANTEE is a State agency this paragraph does not apply.
27. Unless GRANTEE is a State agency, GRANTEE shall cause its contractor(s), if any to indemnify defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "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 GRANTEE'S contractor or any of its owners, officers, directors, agents, or employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Worker's 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 negligence 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 grant, the contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the contractor for the State of Arizona. Insurance requirements for any contractor used by GRANTEE are incorporated herein by this reference and attached to this Agreement as Exhibit "A".
28. If the GRANTEE is a governmental political subdivision, the GRANTEE agrees to utilize the *Data Dictionary*, approved and distributed by the COMMISSION, as the data entry standard for information systems when improving or updating an existing Information System. The GRANTEE agrees to utilize the *Data Dictionary* as the data entry standard in any new system or when an existing Information System is replaced or enhanced. The COMMISSION will provide a copy at the request of the GRANTEE.
29. If the GRANTEE is a governmental political subdivision, the GRANTEE agrees to utilize the National Information Exchange Model/Global Justice XML Data Model (NIEM/GJXDM) an object oriented data model that specifies a representation structure for the Global Justice XML Data Dictionary (GJXDD), approved by the COMMISSION as the standard for information sharing when improving, updating, or replacing an existing Information System.  
**Link:** *OJP IT GJXDM* <http://www.it.ojp.gov>
30. If the GRANTEE is a governmental political subdivision, the GRANTEE should integrate its information sharing systems with other information sharing systems and networks within the state using existing networks as the backbone to achieve interstate connectivity. Unless the

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GRANTEE can demonstrate to the satisfaction of the COMMISSION that this requirement would not be cost effective or would impair the functionality of an existing or proposed information sharing system, integration is essential.

31. If the GRANTEE is a governmental political subdivision, the GRANTEE should, to the extent possible and practical, share criminal justice information with other authorized criminal justice agencies. The process control number (PCN) shall be used in accordance with ARS § 41-1750 when sharing data with other criminal justice agencies as electronic data systems are developed or improved.
32. If the GRANTEE is a state agency and the award is for technology development projects, for more than \$25,000 the GRANTEE must complete a Project Investment Justification (PIJ) and submit the justification to the Arizona Government Information Technology Agency (GITA), with a copy to the COMMISSION. Additionally, the GRANTEE agrees to submit required project status reports to GITA using their forms by the required due date with copies to the COMMISSION.
33. The GRANTEE agrees to notify the COMMISSION within ten (10) days in the event that the project official is replaced during the award period. If the GRANTEE is a forensic laboratory all key laboratory personnel must meet all applicable qualifications required for their positions as outlined in the National DNA Quality Assurance Standards issued by the FBI. Additionally any change in laboratory accreditation or certification must be reported to the COMMISSION within ten (10) days of the change.
34. No rights or interest in this Agreement shall be assigned by GRANTEE without prior written approval of the COMMISSION.
35. The GRANTEE agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or sub award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express written approval of the Office of Justice Programs through the COMMISSION.
36. The GRANTEE agrees that no funds provided, or personnel employed under this Agreement shall be in any way, or to any extent, engaged in conduct of political activities in violation of USC Title 5, Part II, Chapter 15, section 1502.
37. The GRANTEE certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.
38. The GRANTEE agrees to cooperate and participate with any and all assessments, evaluation efforts or information and data collection requests, and acknowledges that the federal or state grantor agency has the right to obtain, reproduce, publish or use data provided under this award and may authorize others to receive and use such information.
39. The GRANTEE shall provide the COMMISSION with a copy of all interim and final reports and proposed publications (including those prepared for conferences and other presentations) resulting from this Agreement. Submission of such materials must be prior to or simultaneous with their public release.
40. The GRANTEE agrees that any publications (written, visual, or sound) excluding press releases and newsletters, whether published at the GRANTEE'S or COMMISSION'S expense, shall contain the following statement:

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"This was supported by Award No. 2010-DJ-BX-0110 awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. The opinions findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice."

41. The GRANTEE shall transmit to the COMMISSION copies of all official publications at least fifteen (15) working days prior to public release. Advance notice permits time for coordination of release of information where appropriate and to respond to press or public inquiries.
42. The GRANTEE agrees to follow equipment disposition policies outlined in *OMB Circular A-102 Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments* as codified in 28 CFR, Part 66.32 (e) (1-3) when the equipment is no longer needed for the grant program.

**Link:** *OMB Circulars* <http://www.whitehouse.gov/omb/circulars/index.html>

43. The GRANTEE agrees to comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, 42 USC §3789d(c)(1); Title VI of the Civil Rights Act of 1964, 42 USC §2000d; Section 504 of the Rehabilitation Act of 1973, 29 USC § 794; Subtitle A, Title II of the Americans with Disabilities Act of 1990, 42 USC § 12132; Title IX of the Education Amendments of 1972, 20 USC § 1681; the Age Discrimination Act of 1975, 42 USC § 6102; the Department of Justice implementing regulations, 28 CFR pt. 42, subpts. C, D, E, G, and I, 28 CFR pt. 35, and 28 CFR pt. 54; all applicable state laws of ARS § 41-1463; and Executive Order 2009-9. The above-referenced federal laws prohibit discrimination on the basis of race, color, religion, sex, disability, and national origin (including limited English proficiency) in the delivery of services and employment practices, and prohibit discrimination on the basis of age in the delivery of services. In the event that a Federal or State Court or Federal or State administrative agency makes a finding of discrimination after a due process hearing against the GRANTEE, the GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION.

"Applicants must certify that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Street Act, the applicant is required to take reasonable steps to ensure that LEP persons have meaningful access to programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary."

**Link:** *Limited English Proficiency A Federal Interagency Website* <http://www.LEP.gov>

44. The GRANTEE agrees to comply with the applicable requirements of 28 CFR Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice financial assistance may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of Department of Justice financial assistance may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the GRANTEE must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs receiving financial assistance from the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment.

**Link:** [http://www.ojp.gov/about/ocr/equal\\_fbo.htm](http://www.ojp.gov/about/ocr/equal_fbo.htm).

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45. The GRANTEE assures that it will comply with all state and federal laws regarding privacy during the course of the award. All information relating to clients is to be treated with confidentiality in accordance with 42 USC section 3789g or 42 USC 14132(b)(3) that are applicable to the collection, disclosure, use and revelation of data information. The GRANTEE further agrees to submit a privacy Certificate that is in accordance with requirements of 28 CFR Part 22 if applicable to the program.
46. The GRANTEE agrees to formulate and keep on file an Equal Employment Opportunity Plan (EEOP) (if grantee is required pursuant to 28 CFR 42.302). The GRANTEE certifies that they have forwarded to the Office for Civil Rights, Office of Justice Programs the EEOP, or certifications that they have prepared and have on file an EEOP, or that they are exempt from EEOP requirements. Failure to comply may result in suspension of grant funds. Copies of all submissions such as certifications to or correspondence with the Office for Civil Rights, Office of Justice Programs regarding this requirement must be provided to the COMMISSION by the GRANTEE. In the event a federal or state court or federal or state administrative agency makes an adverse finding of discrimination against the GRANTEE after a due process hearing, on the ground of race, color, religion, national origin, or sex, the GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION.
47. The GRANTEE must promptly refer to the COMMISSION any credible evidence that a principal, employee, agent, contractor, subgrantee, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. The COMMISSION shall forward the referral to the Department of Justice, Office of the Inspector General.
48. The COMMISSION encourages the GRANTEE to establish workplace safety policies and conduct education, awareness and other outreach to decrease crashes caused by distracted drivers, including adopting and enforcing policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant. Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 2009).
49. The GRANTEE will comply with the audit requirements of *OMB Circular A-133 Audits of States, Local Governments and Non-Profit Organizations* and provide the COMMISSION with the audit report and any findings within 90 days of receipt of such finding. If the report contains no findings, the GRANTEE must provide notification that the audit was completed.  
**Link:** *OMB Circulars* <http://www.whitehouse.gov/omb/circulars/index.html>
50. The GRANTEE certifies that it will comply with *OMB Circular A-102 Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments* as codified in 28 CFR Part 66 and *OMB Circular A-87 Cost Principles for State, Local and Indian Tribal Governments*, the OJP Financial Guide and the most current version of the ACJC Grant Management Reference Manual.  
**Links:**  
*OMB Circulars* <http://www.whitehouse.gov/omb/circulars/index.html>  
OJP Financial guide: <http://www.ojp.usdoj.gov/financialguide/>  
ACJC Grant Management Reference Manual:  
[http://www.acjc.state.az.us/ACJC.Web/pubs/home/Grant\\_Management\\_Manual\\_9\\_2008.pdf](http://www.acjc.state.az.us/ACJC.Web/pubs/home/Grant_Management_Manual_9_2008.pdf)
51. The GRANTEE agrees to check the US General Service Administration (GSA) Excluded Parties Listing Service as required by Executive Order 12549, as defined in 28 CFR Part 83.630 for individuals, agencies, companies and corporations debarred or suspended from doing business

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with recipients receiving federal funds. The GRANTEE agrees not to do business with any individual, agency, company or corporation listed in the Excluded Parties Listing Service.

**Link:** *Excluded Parties Listing System* <http://epls.arnet.gov>

52. The GRANTEE certifies to comply with the Drug-Free Workplace Act of 1988, and implemented in 28 CFR Part 83, Subpart F, for grantees, as defined in 28 CFR, Part 83 Sections 83.620 and 83.650.
53. The GRANTEE agrees to complete and keep on file, as appropriate, Immigration and Naturalization Form (I-9). This form is to be used by recipients to verify that persons are eligible to work in the United States. Additionally the GRANTEE ensures compliance with ARS § 41-4401 federal immigration laws by state employers and contractors.
54. The GRANTEE acknowledge that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. The GRANTEE warrants that they have registered with and participate with E-Verify. If the GRANTOR later determines that the GRANTEE has not complied with E-Verify, it will notify the non-compliant GRANTEE by certified mail of the determination and of the right to appeal the determination.
55. Pursuant to ARS § 35-391.06 and ARS § 35-393.06, the GRANTEE hereby warrant, and represent that they do not have, and its subcontractors do not have, and during the term hereof will not have a scrutinized business operation in either Sudan or Iran.
56. The Grantee certifies that no federal funds will be paid, by or on behalf of, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and for the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. If any funds other than Federal funds are paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal award, grant loan, or cooperative agreement, the GRANTEE will complete and submit to the COMMISSION Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
57. The GRANTEE assures that the State Information Technology Point of Contact receive written notification regarding any information technology project funded by this grant. The GRANTEE agrees to keep on file documentation showing that it has met this requirement.
58. The GRANTEE agrees that any information technology system developed or supported by funds will comply with 28 CFR Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation be applicable. Should OJP determine 28 CFR Part 23 to be applicable, OJP may at its discretion, perform audits of the system, as per 28 CFR 23.20(g). Should any violation of 28 CFR Part 23 occur, the GRANTEE may be fined as per 42 USC 3789g(c)-(d). GRANTEE may not satisfy such a fine with federal funds.
59. The GRANTEE agrees that if any criminal justice information systems developed, designed, implemented or upgraded with these grant funds will be compatible, where applicable with the National Incident-Based Reporting System (NIBRS), the National Crime Information Center system (NCIC 2000), the National Criminal Instant Background Check System (NICS), the Integrated Automated Fingerprint Identification System (AFIS) that will conform to the American National Standards Institute (ANSI standard data format for interchange of

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fingerprint information (ANSI/NIST-CLS-I-1993), National Sex Offender Registry, National Protective Order file, and other reporting standards of the FBI, and applicable statewide or regional criminal justice information sharing standards and plans.

60. The GRANTEE agrees that projects supported with these funds will coordinate with federal, state and local homeland security and pre-sale of firearms checks as appropriate.
61. The GRANTEE agrees to comply with all federal, state and local environmental laws and regulations applicable to the development and implementation of activities to be funded under this award. The GRANTEE agrees and understands that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The GRANTEE further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <http://www.ojp.usdoj.gov/BJA/resource/nepa.html>, for programs relating to methamphetamine laboratory operations.
62. The GRANTEE ensures that if forensic laboratories are supported with these funds they will use generally accepted laboratory practices and procedures in the operation of the laboratory established by an accredited organization or appropriate certifying body.
63. The GRANTEE ensures that if any DNA analyses conducted with funding under this award are performed either by a government owned laboratory that is accredited or currently undergoes external audits not less than once every two years that demonstrate compliance with DNA Quality Assurance Standards established by the Director of the FBI, or through an accredited fee-for-service vendor. Accreditation must be by a nonprofit professional association actively involved in forensic science that is nationally recognized within the forensic science community.
64. The GRANTEE shall ensure that all eligible forensic DNA profiles obtained with funding under this award will be entered into the Combined DNA Index System (CODIS), and where applicable, uploaded to the National DNA Index System (NDIS). If the GRANTEE is not a member of NDIS, the GRANTEE must have written agreement in place with an NDIS-participating laboratory for the resulting eligible forensic DNA profiles to be entered into CODIS, and where applicable uploaded into NDIS.
65. The GRANTEE agrees to ensure that, no later than the due date of the GRANTEE's first quarterly report after the award is made, the GRANTEE and any subgrantees have a valid DUNS profile and has an active registration with the Central Contractor Registration (CCR) database.  
  
The GRANTEE agrees expeditiously to obtain active registration with the Central Contractor Registration (CCR) database, and to notify the program office in writing of its registration and expiration date.
66. The GRANTEE understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.
67. The GRANTEE agrees to comply with any modifications or additional requirements that may be imposed by law and future OJP (including government-wide) guidance and clarifications of any grant requirements.
68. The GRANTEE agrees to account for interest earned on federal grant funds and shall remit interest earned in excess of the allowable amount as indicated in the *Office of Justice Programs*

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*Financial Guide* to the COMMISSION within 30 days after receipt of a written request from the COMMISSION.

69. The GRANTEE agrees that all income generated as a direct result of this award shall be deemed program income. All program income must be accounted for and used for the purpose under the conditions applicable for the use of funds under this award, including the effective edition of the OJP Financial Guide and, as applicable, either (1) 28 CFR part 66 or (2) 28 CFR part 70 and OMB Circular A-110. If interest is earned on Byrne Justice Act Grant funds, the GRANTEE must account for, report as program income, and use the interest earned in accordance with the provisions of Part III, Chapter 4: Program Income of the OJP Financial Guide: **Link:** <http://www.ojp.usdoj.gov/financialguide/>.
70. The GRANTEE agrees that within 120 days of award, for any law enforcement task force funded with these funds, the task force commander, agency executive, task force officers, and other task force members of equivalent rank, will complete required online (internet-based) task force training to be provided free of charge through BJA's Center for Task Force Integrity and Leadership ([www.ctfli.org](http://www.ctfli.org)).
71. In addition to the financial and administrative requirements contained within this Agreement, the GRANTEE agrees to comply with any Special Condition(s) included with this Agreement on the Grant Agreement Continuation Sheet.
72. This Agreement is subject to cancellation pursuant to the provision of ARS § 38-511. This Agreement may also be cancelled at the COMMISSION'S discretion if not returned with authorized signatures to the COMMISSION within 90 days of commencement of the award.
73. If any provision of this Agreement is held invalid the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.

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

**FOR GRANTEE:**

August 2, 2011

Board of Supervisors, Chairperson

Date

Michael A. Pastor, Chairman

Printed Name and Title

**Approved as to form and authority to enter into Agreement:**

August 2, 2011

Legal counsel for GRANTEE

Date

Bryan B. Chambers, Chief Deputy Gila County Attorney

Printed Name and Title

**Statutory or other legal authority to enter into Agreement:**

Appropriate ARS, ordinance, or charter reference

**FOR CRIMINAL JUSTICE COMMISSION:**

John A. Blackburn Jr., Executive Director  
Arizona Criminal Justice Commission

Date



ARIZONA CRIMINAL JUSTICE COMMISSION  
GRANT AGREEMENT

**Insurance Requirements  
Exhibit "A"**

**Insurance Requirements for Governmental Parties to a Grant Agreement:**

None.

**Insurance Requirements for Any Contractors Used by a Party to the Grant Agreement:**

*(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.)* The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in the Intergovernmental Agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

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

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

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

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Blanket Contractual Liability – Written and Oral \$1,000,000
- Fire Legal Liability \$50,000
- Each Occurrence \$1,000,000

a. The policy shall be endorsed to include the following additional insured language: ***"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor"***.

*(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)*

b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

Exhibit "A" Page 2

2. **Automobile Liability**

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

Combined Single Limit (CSL)	\$1,000,000
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- a. The policy shall be endorsed to include the following additional insured language: ***"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor"***.

*(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)*

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

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$500,000
Disease – Each Employee	\$500,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under ARS 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

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

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees *and the other governmental entity* shall be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by the Contract.
2. The Contractor's insurance coverage shall be primary insurance 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 its Contract.

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Exhibit "A" Page 3

- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Agreement shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given the State of Arizona. Such notice shall be sent directly to the GRANTEE and the Arizona Criminal Justice Commission 1110 W. Washington, Suite 230, Phoenix, AZ 85007 and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the GRANTEE and the Arizona Criminal Justice Commission with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Agreement. 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 before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Agreement shall be sent directly to the GRANTEE and the Arizona Criminal Justice Commission 1110 W. Washington, Suite 230, Phoenix, AZ 85007. The Commission project/contract number and project description are to be noted on the certificate of insurance. The State of Arizona and the Arizona Criminal Justice Commission reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

- F. **SUBCONTRACTORS:** Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the county or local government agency responsible separate certificates for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the *insurance requirements* must have prior approval from the State of Arizona Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.
- H. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university then none of the above shall apply.

**ARF-712**  
**Regular BOS Meeting**  
**Date: 08/02/2011**

**Consent Agenda Item Item #: 5- F**

Submitted For: Marilyn Brewer, Deputy Clerk, BOS  
Submitted By: Marilyn Brewer, Clerk of the Board of Supervisors  
Department: Clerk of the Board of Supervisors  
Presenter's Name:

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Information

Request/Subject

Lions Club Special Event Liquor License Application for August 27, 2011.

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 (Department) approves all liquor-related applications; however, part of the Department's process requires that the local governing body review the application and submit a recommendation for approval or disapproval to the Department for any establishment located within the jurisdiction of that local governing body.

Evaluation

The Deputy 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 approves the application, the Lions Club of Globe, Arizona, will have used 4 days of the allowable 10 days to serve liquor at a special event in 2011.

Recommendation

The Deputy Clerk recommends that the Board of Supervisors approve this application. Upon approval, the applicant has the responsibility to submit the application to the Department for its final approval.

Suggested Motion

Approval of a Special Event Liquor License Application submitted by the Lions Club of Globe, Arizona, Inc. to serve liquor at the Gila County Fair Committee dinner/dance to be held on Saturday, August 27, 2011.

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Attachments

Link: [Lions Club Special Event Liquor License Application](#)

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10. Has the applicant been convicted of a felony in the past five years, or had a liquor license revoked?  
 YES  NO (attach explanation if yes)

11. This organization has been issued a special event license for 4 days this year, including this event  
(not to exceed 10 days per year).

12. 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.

13. 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.**

Name Globe Lions Club 100%  
Percentage

Address \_\_\_\_\_

Name \_\_\_\_\_  
Percentage

Address \_\_\_\_\_

(Attach additional sheet if necessary)

14. Knowledge of Arizona State Liquor Laws Title 4 is important to prevent liquor law violations. If you have  
any questions regarding the law or this application, please contact the Arizona State Department of Liquor  
Licenses and Control for assistance.

**NOTE: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.  
"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT PREMISES."**

15. What security and control measures will you take to prevent violations of state liquor laws at this event?  
(List type and number of security/police personnel and type of fencing or control barriers if applicable)

2 # Police  Fencing  
2 # Security personnel  Barriers

INSIDE BUILDING (EXHIBIT Bldg)

16. Is there an existing liquor license at the location where the special event is being held?  YES  NO  
If yes, does the existing business agree to suspend their liquor license during the time  
period, and in the area in which the special event license will be in use?  YES  NO

**(ATTACH COPY OF AGREEMENT)**

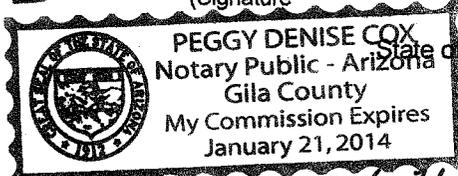
\_\_\_\_\_  
Name of Business ( ) Phone Number

17. Your licensed premises is that area in which you are authorized to sell, dispense, or serve spirituous liquors  
under the provisions of your license. The following page 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 positions.

**THIS SECTION TO BE COMPLETED ONLY BY AN OFFICER, DIRECTOR OR CHAIRPERSON OF THE ORGANIZATION NAMED IN QUESTION #1**

18. I Janet White Soto declare that I am an Officer/Director/Chairperson appointing the applicant listed in Question 6, to apply on behalf of the foregoing organization for a Special Event Liquor License.

X Janet White Soto Secretary 7-15-11 (928) 425-2753  
 (Signature) (Title/Position) (Date) (Phone #)



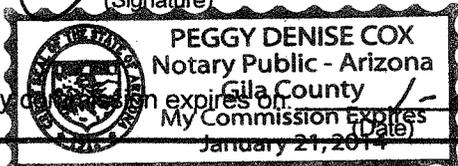
ARIZONA County of Gila  
 The foregoing instrument was acknowledged before me this  
15<sup>th</sup> July 2011  
 Day Month Year

My Commission expires on: 1-21-2014 Peggy Denise Cox  
 (Date) (Signature of NOTARY PUBLIC)

**THIS SECTION TO BE COMPLETED ONLY BY THE APPLICANT NAMED IN QUESTION #6**

19. I Janet White Soto declare that I am the APPLICANT filing this application as listed in Question 6. I have read the application and the contents and all statements are true, correct and complete.

X Janet White Soto State of ARIZONA County of Gila  
 (Signature) The foregoing instrument was acknowledged before me this



15<sup>th</sup> July 2011  
 Day Month Year  
Peggy Denise Cox  
 (Signature of NOTARY PUBLIC)

**You must obtain local government approval. City or County MUST recommend event and complete item #20. The local governing body may require additional applications to be completed and submitted 60 days in advance of the event. Additional licensing fees may also be required before approval may be granted.**

**LOCAL GOVERNING BODY APPROVAL SECTION**

20. I, Michael A. Pastor Chairman hereby recommend this special event application  
 (Government Official) (Title)

on behalf of Gila County 8/2/11  
 (City, Town or County) (Signature of OFFICIAL) (Date)

**FOR DLLC DEPARTMENT USE ONLY**

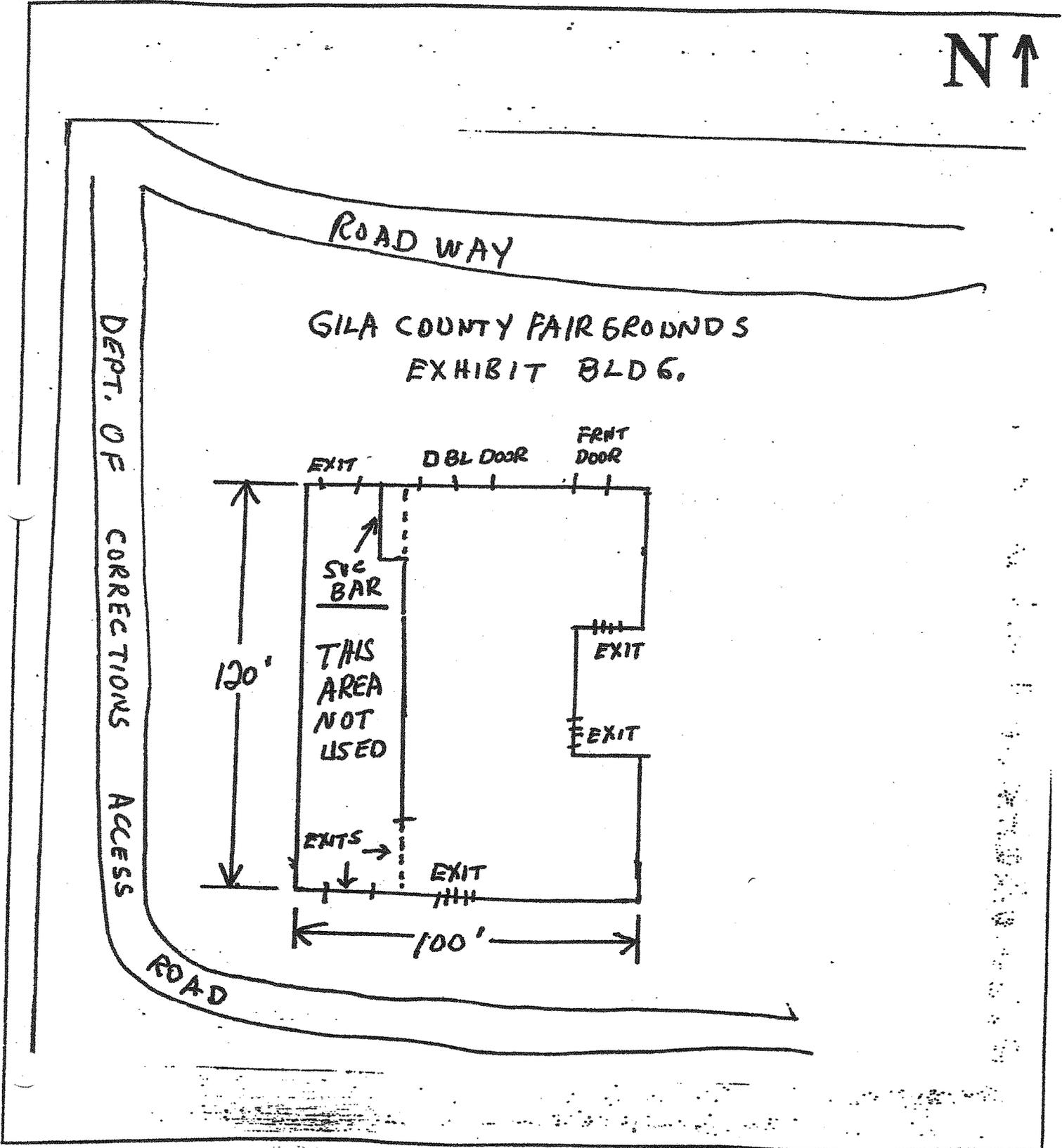
Department Comment Section:

\_\_\_\_\_  
 (Employee) (Date)

APPROVED  DISAPPROVED BY: \_\_\_\_\_  
 (Title) (Date)

**SPECIAL EVENT LICENSED PREMISES DIAGRAM**  
(This diagram must be completed with this application)

Special Event Diagram: (show dimensions, serving areas, and label type of enclosure and security positions)  
NOTE: Show nearest cross streets, highway, or road if location doesn't have an address.



**ARF-710**

**Item #: 5- G**

**Regular BOS Meeting**

**Date: 08/02/2011**

**Reporting Period:** Recorder's Office Monthly Report for June 2011

**Submitted For:** Sadie Dalton,  
Recorder

**Submitted By:** Sadie Dalton,  
Recorder's Office

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**Information**

**Subject**

Recorder's Office Monthly Report for June 2011.

**Suggested Motion**

Approval of the June 2011 monthly departmental activity report submitted by the Recorder.

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**Attachments**

Link: [Recorder's June 2011 Monthly Report](#)

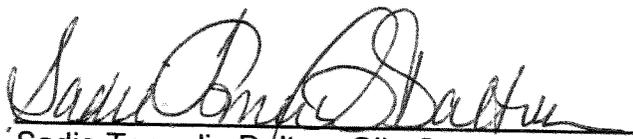
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## GILA COUNTY RECORDER

REPORT FOR THE MONTH OF JUNE 2011

I, Sadie Tomerlin Dalton, 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 Tomerlin Dalton, Gila County Recorder





## Bank Deposit Summary, From 6/1/11 12:00AM To 6/30/11 11:59PM

Date & Time	Deposit Id	Bank Account	Reference	Amount
Jun 1, 2011 4:57:40 PM	1900	B	Globe	\$472.00
Jun 2, 2011 4:57:42 PM	1901	B	Globe	\$235.00
Jun 2, 2011 4:57:42 PM	1902	B	Payson	\$112.00
Jun 3, 2011 4:54:23 PM	1903	B	Payson	\$82.00
Jun 3, 2011 4:54:23 PM	1904	B	Globe	\$825.00
Jun 6, 2011 4:54:34 PM	1905	B	Globe	\$425.00
Jun 6, 2011 4:54:34 PM	1906	B	Payson	\$71.00
Jun 7, 2011 4:53:29 PM	1907	B	Globe	\$89.00
Jun 7, 2011 4:53:29 PM	1908	B	Payson	\$79.00
Jun 8, 2011 4:54:55 PM	1909	B	Payson	\$45.00
Jun 8, 2011 4:54:55 PM	1910	B	Globe	\$205.00
Jun 9, 2011 4:52:28 PM	1911	B	Payson	\$18.00
Jun 9, 2011 4:52:28 PM	1912	B	Globe	\$208.00
Jun 10, 2011 8:01:58 AM	1913	B	Globe	\$1,058.00
Jun 10, 2011 8:01:58 AM	1914	B	Payson	\$63.00
Jun 13, 2011 4:53:56 PM	1915	B	Payson	\$58.00
Jun 13, 2011 4:56:12 PM	1916	B	Globe	\$812.00
Jun 14, 2011 4:53:01 PM	1917	B	Payson	\$17.00
Jun 14, 2011 4:53:01 PM	1918	B	Globe	\$83.00
Jun 15, 2011 7:54:28 AM	1919	B	Payson	\$14.00
Jun 15, 2011 7:54:28 AM	1920	B	Globe	\$448.00
Jun 16, 2011 4:52:03 PM	1921	B	Globe	\$859.00
Jun 16, 2011 4:52:03 PM	1922	B	Payson	\$30.00
Jun 17, 2011 4:49:36 PM	1923	B	Payson	\$19.00
Jun 17, 2011 4:49:36 PM	1924	B	Globe	\$190.00
Jun 20, 2011 4:51:27 PM	1925	B	Payson	\$29.00
Jun 20, 2011 4:52:40 PM	1926	B	Globe	\$429.00
Jun 21, 2011 4:49:42 PM	1927	B	Globe	\$76.00
Jun 21, 2011 4:51:51 PM	1928	B	Payson	\$32.00
Jun 22, 2011 4:49:31 PM	1929	B	Payson	\$54.00
Jun 22, 2011 4:52:09 PM	1930	B	Globe	\$3,481.76
Jun 23, 2011 4:50:38 PM	1931	B	Payson	\$94.00
Jun 23, 2011 4:50:38 PM	1932	B	Globe	\$406.00
Jun 24, 2011 4:52:45 PM	1933	B	Payson	\$58.00
Jun 24, 2011 4:52:45 PM	1934	B	Globe	\$5,084.91
Jun 27, 2011 4:49:34 PM	1935	B	Globe	\$3,701.08
Jun 27, 2011 4:49:34 PM	1936	B	Payson	\$35.00
Jun 28, 2011 4:57:32 PM	1937	B	Payson	\$63.00
Jun 28, 2011 4:57:32 PM	1938	B	Globe	\$151.00
Jun 29, 2011 4:49:03 PM	1939	B	Globe	\$267.00
Jun 29, 2011 4:49:03 PM	1940	B	Payson	\$81.00
Jun 30, 2011 4:46:33 PM	1941	B	Globe	\$242.00
Jun 30, 2011 4:46:33 PM	1942	B	Payson	\$92.00

Total      \$20,893.75

## MONTHLY ACTIVITY REPORT - June 2011

DATE	AMT PAID	1005	7143	7145	7146	7147	INTO SUSPENSE	OUT OF SUSPENSE	TOTAL FUNDS
06/01/2011	472.00	536.00	192.00	192.00	0.00	0.00	0.00	448.00	920.00
06/02/2011	347.00	357.00	132.00	156.00	0.00	0.00	0.00	298.00	645.00
06/03/2011	907.00	625.00	284.00	284.00	0.00	0.00	250.00	536.00	1193.00
06/06/2011	496.00	384.00	184.00	184.00	0.00	0.00	0.00	256.00	752.00
06/07/2011	168.00	158.40	72.00	72.00	0.00	506.00	0.00	640.40	808.40
06/08/2011	250.00	206.00	88.00	88.00	0.00	0.00	0.00	132.00	382.00
06/09/2011	226.00	231.00	108.00	108.00	0.00	0.00	0.00	221.00	447.00
06/10/2011	1121.00	429.00	192.00	192.00	0.00	0.00	800.00	492.00	813.00
06/13/2011	870.00	654.00	264.00	264.00	0.00	0.00	0.00	312.00	1182.00
06/14/2011	100.00	156.00	68.00	68.00	0.00	0.00	0.00	192.00	292.00
06/15/2011	462.00	393.50	180.00	184.00	0.00	0.00	0.00	295.50	757.50
06/16/2011	889.00	598.00	208.00	404.00	0.00	0.00	0.00	321.00	1210.00
06/17/2011	209.00	313.00	136.00	144.00	0.00	0.00	0.00	384.00	593.00
06/20/2011	458.00	315.00	160.00	160.00	0.00	0.00	0.00	177.00	635.00
06/21/2011	108.00	317.00	148.00	148.00	0.00	0.00	0.00	505.00	613.00
06/22/2011	3535.76	779.80	456.00	456.00	0.00	2283.76	0.00	439.80	3975.56
06/23/2011	500.00	312.00	160.00	160.00	0.00	0.00	0.00	132.00	632.00
06/24/2011	5142.91	477.20	184.00	184.00	0.00	4704.71	0.00	407.00	5549.91
06/27/2011	3,736.08	378.80	124.00	264.00	0.00	2127.28	1000.00	158.00	2894.08
06/28/2011	214.00	304.00	132.00	132.00	0.00	0.00	0.00	354.00	568.00
06/29/2011	348.00	433.00	184.00	184.00	0.00	0.00	0.00	453.00	801.00
06/30/2011	334.00	420.00	188.00	188.00	0.00	0.00	0.00	462.00	796.00
<b>TOTAL</b>	<b>20,893.75</b>	<b>8,777.70</b>	<b>3,844.00</b>	<b>4,216.00</b>	<b>0.00</b>	<b>9621.75</b>	<b>2050.00</b>	<b>7615.70</b>	<b>26459.45</b>

# Journal Activity

Account		Debits	Credits	Net
<b>Asset</b>				
1005SuspensePrePayAccounts	1005 Suspense - Prepay	\$7,459.20	(\$2,050.00)	\$5,409.20
Cash	Cash/Check	\$20,893.75	\$0.00	\$20,893.75
D-1005-120-01-4612-001	Copies (deferred)	\$0.00	(\$0.50)	(\$0.50)
D-1005-120-01-4612-003	Postage (deferred)	\$0.00	(\$13.00)	(\$13.00)
D-1005-120-01-4612-023	Recording Fee (deferred)	\$0.00	(\$39.00)	(\$39.00)
D-7143-120-01-4777-031	Assessor Surcharge (deferred)	\$0.00	(\$52.00)	(\$52.00)
D-7145-120-01-4775-004	Recorder Storage and Retrieval (deferred)	\$0.00	(\$52.00)	(\$52.00)
	<b>Total</b>	<b>\$28,352.95</b>	<b>(\$2,206.50)</b>	<b>\$26,146.45</b>
<b>Liability</b>				
1005SuspenseChargeAccounts	1005 Suspense - Charge	\$156.50	\$0.00	\$156.50
	<b>Total</b>	<b>\$156.50</b>	<b>\$0.00</b>	<b>\$156.50</b>
<b>Expense</b>				
	<b>Total</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Revenue</b>				
1005-120-01-4612-001	Copies	\$0.00	(\$305.00)	(\$305.00)
1005-120-01-4612-002	Certified Seal	\$0.00	(\$42.00)	(\$42.00)
1005-120-01-4612-003	Postage	\$0.00	(\$1,056.20)	(\$1,056.20)
1005-120-01-4612-005	Affidavit of Property Value	\$0.00	(\$298.00)	(\$298.00)
1005-120-01-4612-008	Additional Transaction Fee	\$0.00	(\$57.00)	(\$57.00)
1005-120-01-4612-012	Overpayment	\$0.00	(\$52.00)	(\$52.00)
1005-120-01-4612-018	Misc Fees (Notification)	\$0.00	(\$41.00)	(\$41.00)
1005-120-01-4612-023	Recording Fee	\$0.00	(\$6,787.00)	(\$6,787.00)
1005-120-01-4612-026	Refunds	\$0.00	(\$22.00)	(\$22.00)
1005-120-01-4612-027	Fax	\$0.00	(\$65.00)	(\$65.00)
7143-120-01-4777-031	Assessor Surcharge	\$0.00	(\$3,792.00)	(\$3,792.00)
7145-120-01-4775-004	Recorder Storage and Retrieval	\$0.00	(\$4,164.00)	(\$4,164.00)
7147-120-01-4612	Voter Postage	\$0.00	(\$1,257.75)	(\$1,257.75)
7147-120-01-4612-018	Voter	\$0.00	(\$7,596.00)	(\$7,596.00)
7147-120-01-4774-031	Miscellaneous	\$0.00	(\$768.00)	(\$768.00)
	<b>Total</b>	<b>\$0.00</b>	<b>(\$26,302.95)</b>	<b>(\$26,302.95)</b>
	<b>Total</b>	<b>\$28,509.45</b>	<b>(\$28,509.45)</b>	<b>\$0.00</b>

## Range Summary

Range	Account	Debits	Credits	Net
Cash/Check	Cash/Check	\$20,893.75	\$0.00	\$20,893.75
	<b>Range Total</b>	<b>\$20,893.75</b>	<b>\$0.00</b>	<b>\$20,893.75</b>

Sadie Tomerlin Dalton Gila County Recorder For Month Of:						New Fiscal Year Form	
FY		2010-2011					
Month	No of Doc.	Recorder Storage & Retrieval 7145	Recording Fees 1005	Computer Svcs 7147	Assessor Storage 7143	Mining fees 7146	Recorder Check to Treasurer
July	1,293	4,596	10,128.82	972.60	4,332	4.00	20,033.42
Aug	1,199	4,672	14,542.99	1,986.60	4,296	22.40	25,519.99
Sept	1,307	5,068	12,025.86	1,287.98	4,644	12.80	23,038.64
Oct	1,106	4,296	10,585.07	1,748.22	4,048	3.20	20,680.49
Nov	1,249	4,736	11,058.39	840.00	4,212	2.40	20,848.79
Dec	1,267	4,416	9,298.14	3,794.00	4,188	4.80	21,700.94
Jan	1,133	4,104	12,578.00	1,093.00	3,944	3.20	21,722.20
Feb	1,429	5,356	13,207.02	1,017.00	4,909	0.80	24,489.82
Mar	1,269	4,828	10,205.64	1,532.00	4,316	0.00	20,881.64
Apr	1,180	4,372	10,274.20	1,478.00	4,156	0.00	20,280.20
May	1,243	4,678	9,433.28	1,554.00	4,354	0.00	20,019.28
June	1,368	4,216	3,289.33	9,621.75	3,844	0.00	20,971.08
<b>Total</b>	<b>15,043</b>	<b>55,338</b>	<b>126,626.74</b>	<b>26,925.15</b>	<b>51,243</b>	<b>53.60</b>	<b>260,186.49</b>
<b>Fiscal Year</b>		<b>260,186.49</b>					
<b>All Monies</b>							

	A	B	C	D	E	F
1		<b>GILA COUNTY RECORDER</b>				
2						
3		<b>REPORT FOR</b>	<b>REPORT FOR JUNE 2011</b>			
4						
5	<b>SECTION I</b>		<b>CREDIT</b>	<b>DEBIT</b>	<b>TOTAL</b>	<b>EXPLANATION</b>
6	1005 (GENERAL FUND)	PAID INTO SUSPENSE ACCT	\$2,050.00	\$0.00	\$0.00	
7		PAID OUT OF SUSPENSE ACCT	\$0.00	\$7,615.70	\$5,565.70	
8		RECORDING FEES	\$8,777.70	\$0.00	\$0.00	
9		REFUNDS-EXCESS FEES		\$22.00	\$22.00	
10		INTEREST PD TO ACCT	\$0.33	\$0.00	\$0.33	
11		BAD CHECK COLLECTIONS	\$39.00		\$39.00	
12		MAY E-PAYMENTS ENTERED IN JUNE	\$60.00	\$0.00	\$60.00	
13	<b>TOTAL 1005 FUNDS</b>		<b>\$10,927.03</b>	<b>\$7,637.70</b>	<b>\$3,289.33</b>	
14						
15	<b>SECTION II</b>					
16		7143 FUND (ASSESSOR)	\$3,844.00	\$0.00	\$0.00	
17		7145 FUND (RECORDER)	\$4,216.00	\$0.00	\$0.00	
18		7146 FUND (MINING - 80% STATE TREAS)	\$0.00	\$0.00	\$0.00	
19		7146 FUND (MINING - 20% RECORDER)	\$0.00	\$0.00	\$0.00	
20		7147 FUND (COMPUTER SVCS)	\$9,621.75	\$0.00	\$0.00	
21	<b>TOTAL SEC II FUNDS</b>		<b>\$17,681.75</b>	<b>\$0.00</b>	<b>\$17,681.75</b>	
22						
23	<b>COMBINED TOTALS - TOTAL FEES COLLECTED</b>		<b>\$28,608.78</b>	<b>\$7,637.70</b>	<b>\$20,971.08</b>	
24						
25						

# House Account Summary

Gila County AZ Recorder

For the Period of 06/01/2011 - 06/30/2011

Immediate and Deferred Accounts

House Account ID	House Account Name	Starting Balance	Charges	Payments	Ending Balance
ACCU	ACCUSEARCH	(\$284.00)	\$29.00	\$0.00	(\$255.00)
ADOR-M	STATE OF ARIZONA - DEPT OF REVENUE	(\$20.57)	\$0.00	\$0.00	(\$20.57)
ADOT	AZ DEPT OF TRANS	(\$295.50)	\$0.00	\$0.00	(\$295.50)
APS	APS/COPIES	(\$185.00)	\$0.00	\$0.00	(\$185.00)
APSR	APS/RECORDINGS	(\$359.00)	\$0.00	\$0.00	(\$359.00)
ARARS	AZ RESEARCH & AMP RETRIEVAL SVCS	(\$114.00)	\$21.00	\$0.00	(\$93.00)
AWC	ARIZONA WATER COMPANY	(\$250.00)	\$0.00	\$0.00	(\$250.00)
AZDOR	ADOR ACCOUNTS PAYABLE	\$156.00	\$12.00	\$0.00	\$168.00
AZRE/RECORDING	ARIZONA DEPT OF REALESTATE	(\$1,074.00)	\$0.00	(\$1,000.00)	(\$2,074.00)
CARD	Cardon Hiatt / The Vineyrd Group	(\$117.00)	\$0.00	\$0.00	(\$117.00)
DOCUT	DOCUTECH CORP	(\$289.00)	\$0.00	\$0.00	(\$289.00)
EQUIT	EQUITY SERVICES	(\$166.00)	\$20.00	\$0.00	(\$146.00)
ERAY	ERA YOUNG REALTY	(\$39.80)	\$46.80	(\$250.00)	(\$243.00)
EXCEL	EXCEL DOCUMENT SERVICES	(\$201.00)	\$0.00	\$0.00	(\$201.00)
FARES	First American Corelogic Inc.	(\$341.40)	\$190.00	\$0.00	(\$151.40)
FATM	FIRST AMERICAN MICROFICHE	(\$837.60)	\$266.60	\$0.00	(\$571.00)
FB	FLOYD BLEAK / NANCY SHEPPARD	(\$665.00)	\$0.00	\$0.00	(\$665.00)
FNDS	LPS APPLIED ANALYTICS	(\$448.20)	\$190.00	\$0.00	(\$258.20)
GCCD	GILA COUNTY COMMUNITY DEVELOPMENT	(\$12.00)	\$12.50	\$0.00	\$0.50
HANSEN-ENGINEERING	HANSEN ENGINEERING & SURVEYING	(\$65.00)	\$0.00	\$0.00	(\$65.00)
IMAPP	IMAPP , INC	(\$121.20)	\$101.80	\$0.00	(\$19.40)
IRS	INTERNAL REVENUE SERVICE	(\$72.00)	\$144.00	\$0.00	\$72.00
LA001	First American Title Lenders Advantage	(\$633.50)	\$28.00	\$0.00	(\$605.50)
MHK	MORRIS HALL KINGHORN	(\$266.00)	\$0.00	\$0.00	(\$266.00)
NDTS-TSG	FIRST AMERICAN TITLE INSURANCE COMPANY	(\$773.00)	\$267.00	(\$800.00)	(\$1,306.00)
PIONE	PIONEER TITLE AGENCY FICHE	(\$206.00)	\$0.00	\$0.00	(\$206.00)
PTP2	PIONEER TITLE AGENCY RECORDINGS 2	(\$6,847.00)	\$6,260.00	\$0.00	(\$587.00)
RSSI	RECORD SEARCHING SERVICES INC	(\$249.00)	\$14.00	\$0.00	(\$235.00)
SOUTHWES DIV	FIRST AMERICAN TITLE	(\$1,268.20)	\$13.00	\$0.00	(\$1,255.20)
Title 1 copy	Debbie Swann	(\$53.00)	\$0.00	\$0.00	(\$53.00)
<b>Totals</b>		<b>(\$16,096.97)</b>	<b>\$7,615.70</b>	<b>(\$2,050.00)</b>	<b>(\$10,531.27)</b>

**ARF-693**

**Item #: 5- H**

**Regular BOS Meeting**

**Date: 08/02/2011**

**Reporting Period:** Globe Regional Constable Monthly Report for June 2011

**Submitted For:** Kimberly Rust, Constable Clerk      **Submitted By:** Kimberly Rust, Constable - Globe

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**Information**

**Subject**

Globe Regional Constable Monthly Report for June 2011

**Suggested Motion**

Approval of the June 2011 monthly departmental activity report submitted by the Globe Regional Constable.

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**Attachments**

Link: [Globe Constable Report 06/11](#)

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**Gila County Constable's Office**

**Jesse E. Bolinger, Constable**

1400 East Ash Street

Globe, AZ 85501

Voice: (928) 402 8759

Fax: (928) 425 8386

Date: July 5, 2011  
To: Gila County Board of Supervisors  
From: Jesse E. Bolinger Constable  
Re: Monthly Report

For the month of June 2011, the Globe Constable performed the following services in the Globe Precinct and Gila County.

**SEE ATTACHED SHEET**

TOTAL SERVICES FOR MONTH:	<b>63</b>
TOTAL MILES FOR MONTH	<b>793</b>
Globe Constable assisted/other: Bailiff in	<b>0</b> court hearings
The Deputy Constable assisted/other: Bailiff in	<b>0</b> court hearings
The Globe Constable attended	<b>0</b> hours of training
The Deputy Constable attended	<b>0</b> hours of training
The Globe Constable collected	<b>\$269.00</b> fees for the month
Warrant letters mailed	<b>51</b>
Money taken into Globe Justice Court from Our letters	<b>\$634.79</b>

Respectfully submitted,

**JESSE E. BOLINGER  
GLOBE CONSTABLE**



**GILA COUNTY CONSTABLE**

Jesse E. Bolinger  
1400 East Ash Street, Globe, Arizona 85501

Globe Regional Justice Court, Gila County  
(928) 402-8759



Date: 7/1/2011

Page: 1

**MONEY RECEIVED REPORT - by DATE**

6/1/2011 TO 6/30/2011

<b>Transaction Type</b>	<b>Count</b>	<b>Total</b>
Check	6	\$269.00

Total Payments 6 \$269.00

**GILA COUNTY CONSTABLE**

Jesse E. Bolinger  
1400 East Ash Street, Globe, Arizona 85501

Globe Regional Justice Court, Gila County  
(928) 402-8759



Date: 7/1/2011

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**GENERAL CERTIFICATE of SERVICE  
SERVICE SUMMARY REPORT - by DATE SERVED**

6/1/2011 TO 6/30/2011

<b>Number of Cases</b>	<b>Description</b>
1	Divorce Without Children (Fee)
2	Summons & Complaint (Fee)
4	Summons Forcible Detainer (Fee)
1	Writ Of Garnishment (Non-Earnings) & Summons (Fee)
8	Hearing Order
7	Injunction Against Harassment
2	Notice To Appear; Petition
2	Order For Order To Show Cause By Witness
11	Order Of Protection
1	Permit to Operate Application
8	Subpoena
1	Summons Focible Detainer
15	Trial Subpoena

Date: 7/1/2011

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**GENERAL CERTIFICATE of SERVICE**  
**SERVICE SUMMARY REPORT - by DATE SERVED**

6/1/2011 TO 6/30/2011

<b>Number of Cases</b>	<b>Description</b>
Total Number of Fee Services	8
Total Number of Non Fee Services	55
Total Number of Services	63

**GILA COUNTY CONSTABLE**

Jesse E. Bolinger  
1400 East Ash Street, Globe, Arizona 85501

Globe Regional Justice Court, Gila County  
(928) 402-8759



Date: 7/1/2011

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**TOTAL WARRANTS SERVED REPORT**

6/1/2011 TO 6/30/2011

<b>Case Number</b>	<b>Individual</b>
J0403CR2003-001220	Donovan Dale James
J0403CR2004-000398	Donovan Dale James
J0403CR2010-000123	Donovan Dale James
J0403CR2008-000297	Richard Lee Kimbrell
J0403TR2008-001936	Darren E Kinney
J0403TR2010-000998	Corey Ryan Trulove
J0403CR2010-000516	Dinah Sharon Dosela
J0403CR2011-000111	Darvin Shawn / James Kozie
J0403CR2006-000983	Russell William French
J0403TR2010-001293	Cody R Andress
J0403CR2008-000502	Mathew Terry Martin
J0403CR2009-001080	Waylon Cobb
J0403CR2008-000665	Daniel Flores
J0403CR2009-000825	Antonia S Ramos
J0403TR000096-0647	Paul Patrick Pahe
J0403CR000098-1065	Paul Patrick Pahe

**TOTAL WARRANTS SERVED REPORT**

6/1/2011 TO 6/30/2011

<b>Case Number</b>	<b>Individual</b>	<b>Total Cost</b>
J0403CR00009-1065	Paul Patrick Pahe	
J0403TR2005-002313	Diana Morrow	
J0403CR2001-001291	Diana Morrow	
J0403CR2001-000870	Diana Morrow	
J0403CR2000-000959	Diana Morrow	
J0403CR2000-000145	Diana Morrow	
J0403CR2004-000896	Diana Morrow	
J0403CR2005-000725	Bennie Frank Mason	
J0403TR2010-004997	Joseph Christopher Martinez	
J0403CR2009-001016	Christobal Ortiz	
J0403CR2010-000342	Ricky Perry	
J0403CR2010-000507	Dinah Sharon Dosela	
J0403TR0000982005	Shawna L Tsosie	
J0403CR2009-000398	Tadd L Kaczmarek	
J0403TR2007-003929	John William Kennedy	
J0403TR2010-002690	Thomas A Rowley	
J0403CR2009-000149	Victor Vincent Salazar	
J0403CR2006-000820	Levi Edroin Scroggins	
J0403CR2009-000222	John Elbert Simmons	
J0403CR2000-000145	Gilbert Augustine Sanchez	
J0403CR2010-000181	David Joseph Smith	
J0403TR2010-005026	Harold Artimus Swift	
J0403CR2010-000245	Allan W Tolman	
J0403CR2010-000027	John Calvin Willard	

**TOTAL WARRANTS SERVED REPORT**

6/1/2011 TO 6/30/2011

<b>Case Number</b>	<b>Individual</b>	<b>Total Cost</b>
J0403TR2007-003520	Mary Elizabeth Busler	
J0403CR2010-000641	Mario B Sanchez	
J0403TR2010-004704	Mario B Sanchez	
J0403CR2006-000459	Ivory Thomas	
J0403TR2010-004869	Bruce Aubrey Stallings	
J0403CR2009-001017	Jaime Alberto Jr Pena	
J0403CR2011-000155	Aaron Edwards	
J0403CR2006-000183	Gabriel Rodriguez	
J0403CR2006-000166	Ashlee Latham	
J0403CR2008-000171	Valera Misura	
J0403CR2010-000766	Kevin Scott Sisk	
<b>Total Warrants:</b>	51	

**GILA COUNTY CONSTABLE**

Jesse E. Bolinger  
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**ITEMIZED SERVICES by DATE RECEIVED for TREASURER**  
6/1/2011 TO 6/30/2011

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Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
6/13/2011	6/13/2011	J0403CV2011-297	Copper Hill LP	Bryan Ledbetter	Bryan Ledbetter	\$40.00	1068	Globe Justice Court	4
		Summons Forcible Detainer	Bryan Ledbetter	202 6th St Globe, AZ 85501 (Home)	202 6th St Globe, AZ 85501 (Home)	\$40.00			1
6/27/2011	6/28/2011	J0403CV2011-320	Steve Schell	Kenny Austin	Posted & Certified Mailed	\$40.00	15762A	Globe Justice Court	3
		Summons Forcible Detainer	Kenny Austin	8958 Six Shooter Canyon Space 102 Globe, AZ 85501 (Home)	8958 Six Shooter Cyn Sp 10 Globe, AZ 85501 (Home)	\$40.00			1
6/27/2011	6/28/2011	J0403CR2011-319	Steve Schell	Marcelina Rich	Marcelina Rich	\$40.00	15762B	Globe Justice Court	3
		Summons Forcible Detainer	Marcelina Rich	8958 Six Shooter Cyn Sp 92 Globe, AZ 85501 (Home)	8958 Six Shooter Cyn Sp 92 Globe, AZ 85501 (Home)	\$40.00			1
6/27/2011	6/28/2011	J0403CR2011-318	Steve Schell	Wanda Talkalai	Alex Cook	\$40.00	15762C	Globe Justice Court	3
		Summons Forcible Detainer	Wanda Talkalai	8958 Six Shooter Cyn Sp 79 Globe, AZ 85501 (Home)	8958 Six Shooter Cyn Sp 79 Globe, AZ 85501 (Home)	\$40.00			1
6/28/2011	6/29/2011	J0403CV2011-299	Portfolio Recovery Associates LLC	Robert W & Jane/John Doe Holmes	Robert & Judy Holmes	\$48.00	75290	Globe Justice Court	5
		Summons & Complaint	Robert W & Jane/John Doe Holmes	8133 E Remington Rd Globe, AZ 85501 (Home)	8133 E Remington Rd Globe, AZ 85501 (Home)	\$48.00			2
6/28/2011	6/29/2011	CV2010-00226	Elite Recovery Service Inc	Wells Fargo Bank	John Coleson	\$61.00	75289	Gila County Superior Court	4
		Writ Of Garnishment (Non-Earnings) & Summons	Ashley Denton	2085 US 60-70 Globe, Az 85501 (Work)	Wells Fargo Bank Hwy 60 2085 Globe, AZ 85501 (Work)	\$61.00			1
6/30/2011		FN2011 092217	Nancy Sanchez	Christopher Sanchez		\$32.00		Maricopa County Superior Court	1
		Divorce Without Children	Christopher Sanchez	700 Eucaliptus Globe, AZ 85501 (Home)		\$0.00			0

GILA COUNTY CONSTABLE

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ITEMIZED SERVICES by DATE RECEIVED  
6/1/2011 TO 6/30/2011

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Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
6/1/2011	6/1/2011	J0403CV2011-261	Mechelle Dalle Nogare	Heather Poeling	Heather Poeling	\$0.00		Globe Justice Court	1
		Injunction Against Harassment	Roy Poeling Jr	1290 S Mulberry Dr Globe AZ 85501 (Home)	1290 S Mulberry Dr Globe AZ 85501 (Home)	\$0.00			1
6/1/2011	6/1/2011	J0403CV2011-260	Mechelle Dalle Nogare	Heather Poeling	Heather Poeling	\$0.00		Globe Justice Court	1
		Injunction Against Harassment	Heather Poeling	1290 S Mulberry Dr Globe AZ 85501 (Home)	1290 S Mulberry Dr Globe AZ 85501 (Home)	\$0.00			1
6/1/2011	6/1/2011	J0403CV2011-271	Marsala Lane Phillips	Mickey Aaron Mitchell	Mickey Aaron Mitchell	\$0.00		Globe Justice Court	2
		Injunction Against Harassment	Mickey Aaron Mitchell	388 E Duprite St Globe AZ 85501 (Home)	388 E Duprite St Globe AZ 85501 (Home)	\$0.00			1
6/1/2011	6/3/2011	J0403CV2011-270	[REDACTED]	Christopher Allen Green	Christopher Allen Green	\$0.00		Globe Justice Court	24
		Order Of Protection	Christopher Allen Green	8056 S Sx Shooter Canyon No 87 Globe AZ 85501 (Home)		\$0.00			7
6/1/2011	6/1/2011	J0403TR2011-1561	State of Arizona	D Wander	D Atkinson	\$0.00		Globe Justice Court	1
		Subpoena	Billy McKinnon	DPS Globe Az 85501 (Work)	DPS 1902 HWY 60/70 Globe Az 85501 (Work)	\$0.00			1
6/1/2011	6/1/2011	M0443TR2011-9259	State of Arizona	Officer M. Boyd	S. Roberts	\$0.00		Globe City Court	1
		Subpoena	John Bush	GPD 175 N Pine St Globe Az 85501 (Work)	GPD 175 N Pine St Globe AZ 85501 (Work)	\$0.00			1
6/1/2011	6/1/2011	M0443TR2011-9261	State of Arizona	Officer Meintzer	S. Roberts	\$0.00		Globe City Court	1
		Subpoena	Manuel Pena Ruiz	GPD 175 N Pine St Globe Az 85501 (Work)	GPD 175 N Pine St Globe AZ 85501 (Work)	\$0.00			1
6/1/2011	6/1/2011	J0403CV2011-268	Ashkeya Vallejos	Desiree Valenzuela	Unserved	\$0.00		Globe Justice Court	2
		Injunction Against Harassment	Desiree Valenzuela	530 E Sycamore, Globe AZ 85501 (Home)		\$0.00			4
6/2/2011	6/2/2011	J0403CV2011-273	Mikkie Smith	April Velasquez	April Velasquez	\$0.00		Globe Justice Court	5
		Injunction Against Harassment	April Velasquez	283 Adonis Ave Miami AZ 85639 (Home)	Gila County Health Department Globe AZ 85501 (Parking Lot)	\$0.00			1
6/2/2011	6/2/2011	J0403TR2011-1708	State of Arizona	Officer Nudson	Nancy Neumann	\$0.00		Globe Justice Court	1
		Subpoena	Jeffery Spivey	GOSO 1100 South St Globe Az 85501 (Work)	GOSO 1100 South St Globe AZ 85501 (Work)	\$0.00			1

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Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
6/3/2011	6/3/2011	J0403TR2011-471 Trial Subpoena	State of Arizona Jonathan Kitcheyan	Officer T. Gamboa DPS Globe Az 85501 (Work)	M Hart DPS Globe Az 85501 (Work)	\$0.00 \$0.00		Globe Justice Court	1 1
6/3/2011	6/6/2011	J0403TR2011-1222 Subpoena	State of Arizona Paul Charles Hill	J Richardson DPS Globe AZ 85501 (Work)	M Hart DPS Globe Az 85501 (Work)	\$0.00 \$0.00		Globe Justice Court	1 1
6/3/2011	6/3/2011	J0403CV2011-273 Hearing Order	Mikkie Smith April Velasquez	Mikkie Smith 388 Cuprite Globe AZ 85501 (Home)	Mikkie Smith Fry's Parking Lot Globe AZ 85501 (Other)	\$0.00 \$0.00		Globe Justice Court	3 1
6/3/2011	6/3/2011	J0403CV2011-275 Order Of Protection	[REDACTED] James Paul Gillum	James Paul Gillum 1229 Crestwood Dr Globe AZ 85501 (Home)	James Paul Gillum 1229 Crestwood Dr Globe AZ 85501 (Home)	\$0.00 \$0.00		Globe Justice Court	1 1
6/3/2011	6/3/2011	J0403CV2011-274 Order Of Protection	[REDACTED] James Paul Gillum	James Paul Gillum 1229 Crestwood Dr Globe AZ 85501 (Home)	James Paul Gillum 1229 Crestwood Dr Globe AZ 85501 (Home)	\$0.00 \$0.00		Globe Justice Court	1 1
6/8/2011	6/9/2011	J0403CV2011-281 Order Of Protection	[REDACTED] Minnie Rivera	Minnie Rivera 526 Kline St Globe AZ 85501 (Home)	Minnie Rivera 526 Kline St Globe AZ 85501 (Home)	\$0.00 \$0.00		Globe Justice Court	3 3
6/9/2011	6/9/2011	J0403CV2011-000286 Order Of Protection	[REDACTED] Arthur P Gonzales	Arthur P Gonzales 6723 So Russell Rd Globe AZ 85501 (Home)	Arthur P Gonzales 6723 So Russell Rd Globe AZ 85501 (Home)	\$0.00 \$0.00		Globe Justice Court	5 1
6/9/2011	6/10/2011	J0403CV2011-000285 Order Of Protection	[REDACTED] Mikko Green	Mikko Green 8958 So Six Shooter Canyon No 98 Globe AZ 85501 (Home)	Mikko Green 8958 So Six Shooter Canyon No 98 Globe AZ 85501 (Home)	\$0.00 \$0.00		Globe Justice Court	4 3
6/9/2011	6/9/2011	J0403CV2011-000270 Hearing Order	[REDACTED] Christopher Allen Green	[REDACTED]	[REDACTED]	\$0.00 \$0.00		Globe Justice Court	0 1
6/9/2011	6/10/2011	J0403CV2011-000259 Hearing Order	Jessica T Alexander Abigail Villegas	Jessica T Alexander 2186 N Escudilla Dr Apt 16 Globe AZ 85501 (Home)	Jessica T Alexander 322 W Bankers Ave Globe AZ 85501 (Home)	\$0.00 \$0.00		Globe Justice Court	1 1
6/10/2011	6/10/2011	J0403CV2011-000286 Hearing Order	[REDACTED] Arthur P Gonzales	[REDACTED]	[REDACTED]	\$0.00 \$0.00		Globe Justice Court	2 1
6/10/2011	6/10/2011	J0403CV2011-000289 Order Of Protection	[REDACTED] Rhea N Tucker	Rhea N Tucker 1280 E Montecito Dr Globe AZ 85501 (Home)	Rhea N Tucker	\$0.00 \$0.00		Globe Justice Court	2 1
6/10/2011	6/10/2011	J0403CR2010-851 Subpoena	State of Arizona Christina Henson	Christina Walker Quality Inn 1565 E South St Globe AZ 85501 (Work)	Christina Walker Quality Inn 1565 E South St Globe AZ 85501 (Work)	\$0.00 \$0.00		Globe Justice Court	2 1
6/13/2011	6/13/2011	J0403CV2011-296 Injunction Against Harassment	Jesse R Bryant Susan K Imperatrice	Susan K Imperatrice KQSS Globe AZ 85501 (Work)	Susan K Imperatrice KQSS Globe AZ 85501 (Work)	\$0.00 \$0.00		Globe Justice Court	5 1

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Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
6/13/2011	6/13/2011	J0403CV2011-265	[REDACTED]	[REDACTED]	[REDACTED]	\$0.00		Globe Justice Court	3
		Hearing Order	Mikko Green	[REDACTED]	[REDACTED]	\$0.00			1
6/13/2011	6/13/2011	J0403CV2011-261	[REDACTED]	[REDACTED]	[REDACTED]	\$0.00		Globe Justice Court	5
		Hearing Order	Minnie Rivera	[REDACTED]	[REDACTED]	\$0.00			1
6/13/2011	6/13/2011	J0403CV2011-297	Copper Hill LP	Bryan Ledbetter	Bryan Ledbetter	\$40.00	1068	Globe Justice Court	4
		Summons Forcible Detainer	Bryan Ledbetter	202 8th St Globe, AZ 85501 (Home)	202 8th St Globe, AZ 85501 (Home)	\$40.00			1
6/14/2011	6/14/2011	J0403CV2011-000296	[REDACTED]	[REDACTED]	[REDACTED]	\$0.00		Globe Justice Court	4
		Hearing Order	Susan K Imperatrice	[REDACTED]	[REDACTED]	\$0.00			1
6/14/2011	6/14/2011	JV2011-00060	State of Arizona	Amytiss Franco	Desiree Robles	\$0.00		Gila County Superior Court	3
		Notice To Appear, Petition	[REDACTED]	[REDACTED]	[REDACTED]	\$0.00			1
6/14/2011	6/14/2011	JV2011-00061	State of Arizona	Jennifer Degner	Jennifer Degner	\$0.00		Gila County Superior Court	5
		Notice To Appear, Petition	[REDACTED]	[REDACTED]	[REDACTED]	\$0.00			1
6/15/2011	6/16/2011	GC06152011	Gila County Env Health Section	Libby's El Rey Olivia Bracamonte	Olivia Bracamonte	\$0.00			3
		Permit to Operate Application	Libby's El Rey Olivia Bracamonte	999 N Broad St Globe, AZ 85501 (Work)	999 N Broad St Globe, AZ 85501 (Work)	\$0.00			1
6/16/2011	6/16/2011	J0403CV2011-000302	[REDACTED]	Mark Anthony Ramos	Mark Anthony Ramos	\$0.00		Globe Justice Court	3
		Order Of Protection	Mark Anthony Ramos	1414 E Birch St Globe (Home)	Corner of 4th and Ash St Globe AZ 85501 (Other)	\$0.00			1
6/21/2011	6/22/2011	J0403CR2011-123	State of Arizona	Charles Berry	Unserved	\$0.00		Globe Justice Court	4
		Trial Subpoena	James Allen Roysse	4448 Copper St Claypool, AZ 85502 (Home)		\$0.00			1
6/21/2011	6/22/2011	J0403CR2011-123	State of Arizona	Deputy Campbell	Nancy Neumann	\$0.00		Globe Justice Court	1
		Trial Subpoena	James Allen Roysse	GOSO 1100 South St Globe, Az 85501 (Work)	GOSO 1100 South St Globe, Az 85501 (Work)	\$0.00			1
6/21/2011	6/22/2011	J0403CR2011-123	State of Arizona	Officer C Bender	Nancy Neumann	\$0.00		Globe Justice Court	1
		Trial Subpoena	James Allen Roysse	GOSO 1100 South St Globe, Az 85501 (Work)	GOSO 1100 South St Globe, Az 85501 (Work)	\$0.00			1
6/21/2011	6/22/2011	J0403CV2011-305	Barbara R Taylor	Ashley Carolann Scribner	Ashley Carolann Scribner	\$0.00		Globe Justice Court	2
		Injunction Against Harassment	Ashley Carolann Scribner	4 Star MHP 7999 Pinal View Drive P Scope 1 ? (see info sheet) Globe AZ 85501 (Home)	4 Star MHP Pinal View Dr Sp 1 Globe, AZ 85501 (Home)	\$0.00			1
6/22/2011	6/22/2011	J0403CR2011-134	State of Arizona	Officer J Valenzuela	S. Roberts	\$0.00		Globe Justice Court	1
		Trial Subpoena	Rachel Green	GPD 175 N Pine St Globe, Az 85501 (Work)	GPD 175 N Pine St Globe, Az 85501 (Work)	\$0.00			1
6/22/2011	6/22/2011	J0403CR2011-134	State of Arizona	Officer Toumberlin	S. Roberts	\$0.00		Globe Justice Court	1
		Trial Subpoena	Rachel Green	GPD 175 N Pine St Globe, Az 85501 (Work)	GPD 175 N Pine St Globe, Az 85501 (Work)	\$0.00			1

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Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
6/22/2011	6/22/2011	J0403CR2011-134 Trial Subpoena	State of Arizona Rachel Green	Joseph Dorame 357 So East St Globe AZ 85501 (Home)	Unserved	\$0.00 \$0.00		Globe Justice Court	1 1
6/22/2011	6/22/2011	J0403TR2011-1626 Trial Subpoena	State of Arizona Joseph Martinez	Deputy Kemper GOSO 1100 South St Globe Az 85501 (Work)	Linda Allinson GOSO 1100 South St Globe AZ 85501 (Work)	\$0.00 \$0.00		Globe Justice Court	1 1
6/22/2011	6/23/2011	J0403CV2011-000281 Order Of Protection	[REDACTED] Minnie Rivera	[REDACTED]	[REDACTED]	\$0.00 \$0.00		Globe Justice Court	3 1
6/22/2011	6/22/2011	J0403TR2011-1908 Subpoena	State of Arizona Mark William Sims	Deputy McGroarty GOSO 1100 South St Globe Az 85501 (Home)	Linda Allinson GOSO 1100 South St Globe AZ 85501 (Work)	\$0.00 \$0.00		Globe Justice Court	1 1
6/23/2011	6/23/2011	J0403CV2011-000306 Order Of Protection	[REDACTED] Chris Soltero	Chris Soltero 757 S Side Canyon Rd Globe AZ 85501 (Home)	Chris Soltero McKinney Ave Claypool AZ 85339 (Other)	\$0.00 \$0.00		Globe Justice Court	5 1
6/27/2011	6/28/2011	J0403CV2011-320 Summons Forcible Detainer	Steve Schell Kenny Austin	Kenny Austin 8958 Six Shooter Canyon Spce 102 Globe AZ 85501 (Home)	Posted & Certified Mailed 8958 Six Shooter Cyn Sp 10 Globe AZ 85501 (Home)	\$40.00 \$40.00	15762A	Globe Justice Court	3 1
6/27/2011	6/28/2011	J0403CR2011-319 Summons Forcible Detainer	Steve Schell Marcelina Rich	Marcelina Rich 8958 Six Shooter Cyn Sp 92 Globe AZ 85501 (Home)	Marcelina Rich 8958 Six Shooter Cyn Sp 92 Globe AZ 85501 (Home)	\$40.00 \$40.00	15762B	Globe Justice Court	3 1
6/27/2011	6/28/2011	J0403CR2011-318 Summons Forcible Detainer	Steve Schell Wanda Talkalai	Wanda Talkalai 8958 Six Shooter Cyn Sp 79 Globe AZ 85501 (Home)	Alex Cook 8958 Six Shooter Cyn Sp 79 Globe AZ 85501 (Home)	\$40.00 \$40.00	15762C	Globe Justice Court	3 1
6/28/2011		J0403CR2011-173 Trial Subpoena	State of Arizona Clinton Thomas	Jody Plank 734 E Cactus Dr Globe AZ 85501 (Home)		\$0.00 \$0.00		Globe Justice Court	0 0
6/28/2011	6/29/2011	J0403CV2011-299 Summons & Complaint	Portfolio Recovery Associates LLC Robert W & Jane/John Doe Holmes	Robert W & Jane/John Doe Holmes 8133 E Remington Rd Globe AZ 85501 (Home)	Robert & Judy Holmes 8133 E Remington Rd Globe AZ 85501 (Home)	\$48.00 \$48.00	75290	Globe Justice Court	5 2
6/28/2011	6/29/2011	CV2010-00226 Writ Of Garnishment (Non- Earnings) & Summons	Elite Recovery Service Inc Ashley Denton	Wells Fargo Bank 2085 US 60-70 Globe Az 85501 (Work)	John Coleson Wells Fargo Bank Hwy 60 2085 Globe AZ 85501 (Work)	\$61.00 \$61.00	75289	Gila County Superior Court	4 1
6/28/2011	6/29/2011	J0403CR2011-194 Trial Subpoena	State of Arizona Jamy Strobach	Frank Renteria No 1 Tah St Globe AZ 85501 (Home)	Frank Renteria No 1 Tah St Globe AZ 85501 (Home)	\$0.00 \$0.00		Globe Justice Court	1 1
6/28/2011	6/29/2011	J0403CR2011-194 Trial Subpoena	State of Arizona Jamy Strobach	Officer M. Boyd GPD 175 N Pine St Globe Az 85501 (Work)	Kristina Knox GPD 175 N Pine St Globe Az 85501 (Work)	\$0.00 \$0.00		Globe Justice Court	1 1
6/28/2011	6/29/2011	J0403CR2011-194 Trial Subpoena	State of Arizona Jamy Strobach	Matt Asanovich 5853 So Long St Claypool AZ 85532 (Home)	Matt Asanovich Globe Cty Barn 1250 So Hagen Rd Globe AZ 85501 (Work)	\$0.00 \$0.00		Globe Justice Court	1 1

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6/28/2011	6/29/2011	J0403CR2011-194 Trial Subpoena	State of Arizona Jamy Strobach	Robert Rabogliatti 268 So Devereaux St Globe AZ 85501 (Home)	Robert Rabogliatti 268 So Devereaux St Globe AZ 85501 (Home)	\$0.00 \$0.00		Globe Justice Court	1 1
6/29/2011	6/29/2011	J0403CV2011-293 Order Of Protection	[REDACTED] Robert G Drennan	Robert G Drennan 5900 N Main St Space 79 Globe AZ 85501 (Home)	Robert G Drennan CC MHP 5900 N Main St Sp 92 Globe AZ 85501 (Home)	\$0.00 \$0.00		Globe Justice Court	3 1
6/29/2011	6/29/2011	J0403CR2011-328 Order For Order To Show Cause By Witness	State of Arizona John Paul Falquez, Sr.	Minnie Lucero Live Oak Apartments #1 Miami AZ 85538 (Home)	Minnie Lucero Salvation Army Thrift Store 161 E Cedar St Globe AZ 85501 (Work)	\$0.00 \$0.00		Globe Justice Court	5 2
6/29/2011	6/29/2011	J0403CR2011-328 Order For Order To Show Cause By Witness	State of Arizona John Paul Falquez, Sr.	Kim Tuttle El Maguey MHP Space 18 AZ (Home)	Kim Tuttle El Maguey MHP Space 18 AZ (Home)	\$0.00 \$0.00		Globe Justice Court	4 1
6/29/2011	6/29/2011	J0403CR2011-194 Trial Subpoena	State of Arizona Jamy Strobach	William Brandon 279 S East St Globe AZ 85501 (Home)	William Brandon City Barn 1250 So Hagen Rd Globe AZ (Work)	\$0.00 \$0.00		Globe Justice Court	1 1
6/29/2011	6/29/2011	J0403CR2011-194 Trial Subpoena	State of Arizona Jamy Strobach	Frank Baroldy 196 Giance St Globe AZ 85501 (Home)	Frank Baroldy Globe City Barn 1250 So Hagen Rd Globe AZ 85501 (Other)	\$0.00 \$0.00		Globe Justice Court	1 1
6/29/2011	6/29/2011	J0403CV2011-320 Summons Focible Detainer	Steve Schell Kenny Austin	Kenny Austin 8968 Six Shooter Canyon Space 102 Globe AZ 85501 (Home)	Posted & Certified Mailed 8968 Six Shooter Cyn Sp 102 Globe AZ 85501 (Home)	\$0.00 \$0.00		Globe Justice Court	0 1
6/30/2011		FN2011 092217 Divorce Without Children	Nancy Sanchez Christopher Sanchez	Christopher Sanchez 700 Eucaliptus Globe AZ 85501 (Home)		\$32.00 \$0.00		Maricopa County Superior Court	1 0
6/30/2011		J0403TR2011-1768 Subpoena	State of Arizona Arlene G.T. Absher	D Voelker DPS Globe Az 85501 (Work)		\$0.00 \$0.00		Globe Justice Court	0 0
6/30/2011		J0403CV2011-305 Hearing Order	Barbara R Taylor Ashley Carolann Scribner	Barbara R Taylor 355 N Hill St Globe AZ 85501 (Home)		\$0.00 \$0.00		Globe Justice Court	0 0

**ARF-696**

**Item #: 5- I**

**Regular BOS Meeting**

**Date: 08/02/2011**

**Reporting Period:** Globe Regional Constable Report for FY2010/2011

**Submitted For:** Kimberly Rust, Constable Clerk      **Submitted By:** Kimberly Rust, Constable - Globe

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**Information**

**Subject**

Globe Regional Constable Report for FY2010/2011

**Suggested Motion**

Approval of the 2010/2011 fiscal year departmental activity report submitted by the Globe Regional Constable.

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**Attachments**

Link: [Globe Regional Constable Yearly Report FY 10-11](#)

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Gila County Constable's Office  
 Jesse E. Bolinger, Constable

FISCAL YEAR JULY 1, 2010 THRU JUNE 30, 2011

Date	Monies Collected	Mileage (Constable)	Mileage (Dep. Const.)	Baliff for Court Hearings	Training Hours Attended (Jesse)	Training Hours Attended (Ray)	Total Services	Jury Trials	Warrant Letters Mailed	\$ Collected by JP Court from our letters
Jul. 10	\$226.00	330	449	0	0	0	78	0	47	\$955.72
Aug. 10	\$555.00	365	1061	0	14	14	93	0	80	\$3,912.11
Sep. 10	\$323.00	298	577	0	0	0	77	0	35	\$2,661.21
Oct. 10	\$456.20	412	561	0	0	0	63	0	53	\$3,582.62
Nov. 10	\$80.00	306	428	6	0	0	45	0	78	\$8,714.43
Dec. 10	\$214.00	325	754	0	0	0	82	0	27	\$2,306.60
Jan. 11	\$237.00	375	955	0	17	17	84	0	13	\$1,814.79
Feb. 11	\$311.00	121	580	0	0	0	69	0	7	\$5,502.36
Mar. 11	\$592.00	246	324	0	0	0	85	0	15	\$2,793.88
Apr. 11	\$205.00	232	630	0	0	0	91	0	19	\$1,350.42
May. 11	\$1,024.00	269	782	0	0	0	84	0	12	\$875.72
Jun. 11	\$269.00	204	589	0	0	0	63	0	51	\$634.79
Totals	\$4,492.20	3483	7690	6	31	31	914	0	437	\$35,104.65

Above is the yearly totals for 7/1/10 thru 6/30/11 for the Gila County Constable Office



**Gila County Constable's Office**

**Jesse E. Bolinger, Constable**

1400 East Ash Street, Globe Arizona 85501

Voice: (928)402-8759

Fax: (928)425-8386

Month	Total Services	Services Paid:	Total Dollars:	Total Warrants:	Total Wrt Dollars:
Jul. 10	78	5	\$226.00	47	\$955.72
Aug. 10	93	15	\$555.00	80	\$3,912.11
Sept. 10	77	9	\$323.00	35	\$2,661.21
Oct. 10	63	12	\$456.20	53	\$3,582.62
Nov. 10	45	3	\$80.00	78	\$8,714.43
Dec. 10	82	7	\$214.00	27	\$2,306.60
Jan. 11	84	6	\$237.00	13	\$1,814.79
Feb. 11	69	6	\$311.00	7	\$5,502.36
Mar. 11	85	14	\$592.00	15	\$2,793.88
Apr. 11	91	6	\$205.00	19	\$1,350.42
May. 11	84	19	\$1,024.00	12	\$875.72
June. 11	63	8	\$269.00	51	\$634.79
Totals:	914	110	\$4,492.20	437	\$35,104.65

The above figures are the actual number of cases the Globe Constables Office received money, from July 1, 2010 thru June 30, 2011.

Jesse E Bolinger

**ARF-698**

**Item #: 5- J**

**Regular BOS Meeting**

**Date: 08/02/2011**

**Reporting Period:** Payson Constable Monthly Report for June 2011

**Submitted For:** Colt White, Payson Regional Constable      **Submitted By:** Cheryle Wood, Constable - Payson

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**Information**

**Subject**

Payson Constable Monthly Report for June 2011

**Suggested Motion**

Approval of the June 2011 monthly departmental activity report submitted by the Payson Regional Constable.

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**Attachments**

Link: [Payson Constable Report for 06/11](#)

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**PAYSON REGIONAL CONSTABLE  
COLT WHITE**

**JUNE 2011  
MONTHLY REPORT**

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MONTHLY COMPARISON SHEET

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SERVICE SUMMARY REPORT

LOG OF FEES

LOG OF NON-FEES

MILEAGE CHART

TREASURER'S RECEIPT



**PAYSON REGIONAL CONSTABLE  
COLT WHITE**

July 5, 2011

Gila County Board of Supervisors  
Gila County Courthouse  
1400 East Ash Street  
Globe, Arizona 85501

**PAYSON REGIONAL CONSTABLE’S MONTHLY ACTIVITY SHEET**

For the month of **June, 2011**, the Payson Constable’s Office:

- ◆ Received a total of **159** papers for service
- ◆ Drove a total of **1,634** miles
- ◆ Collected a total of **\$2,697.00** as follows:

Check Total =	\$1,952.00
Cash Total =	<u>745.00</u>
Total Deposited =	\$2,697.00
Less Writ Fee (8 @ \$5.00/each) Collected= (Check #2263/Treasurer’s Receipt #98310)	<u>(\$ 45.00)</u>
Paid to General Fund = (Check #2264/Treasurer’s Receipt #98311)	\$2,652.00
 Additional funds from the Town of Payson paid into General Fund for process serving by the Payson Constable =	 <u>\$ 875.00</u>
 Grand Total Paid to General Fund =	 <u><b>\$3,527.00</b></u>

Respectfully submitted,

Colt White  
Payson Regional Constable  
Gila County, Payson, Arizona

**2010-2011 CONSTABLE OFFICE STATISTICS COMPARISONS**  
**MONTHLY TOTALS**

2010 MONTH	TOTAL PAPERS	MILES DRIVEN	FEES COLLECTED	2011 MONTH	TOTAL PAPERS	MILES DRIVEN	FEES COLLECTED
JANUARY	192	1,776	\$2,696.80	JANUARY	195	1,885	\$3,337.42
FEBRUARY	211	1,790	\$4,248.40	FEBRUARY	181	1,519	\$3,123.40
MARCH	212	1,800	\$3,783.20	MARCH	218	2,000	\$5,122.25
APRIL	230	2,098	\$3,019.60	APRIL	132	1,657	\$2,784.76
MAY	209	1,921	\$3,523.15	MAY	153	1,681	\$2,984.40
JUNE	272	2,112	\$4,141.62	JUNE	159	1,634	\$2,697.00
<b>COMPARISON TOTAL</b>	1,326	11,497	\$20,412.77	<b>COMPARISON TOTAL</b>	1,038	10,376	\$20,049.23
				<b>Difference</b>	-288	-1,121	-\$363.54
JULY	228	1,574	\$3,866.70	JULY			
AUGUST	176	1,938	\$3,062.90	AUGUST			
SEPTEMBER	150	2,010	\$2,702.60	SEPTEMBER			
OCTOBER	207	2,367	\$2,507.40	OCTOBER			
NOVEMBER	182	1,867	\$3,554.60	NOVEMBER			
DECEMBER	206	2,258	\$2,770.85	DECEMBER			
<b>YEAR TOTAL:</b>	2,475	23,600	\$39,877.82	<b>YEAR TOTAL:</b>	1,038	10,376	\$20,049.23

**Note:** Fees Collected column amounts do not include the \$875.00 per month received from the Town of Payson per contract.

CHECK AND CASH RECEIVED FOR MONTH				JUNE	2011
DATE	CHECK# / RECEIPT#	AMOUNT	CASE #	PLAINTIFF	DEFENDANT
6/1/2011	#748279	\$40.00	2011CV255-SC	Star Valley Veterinary Clinic, PC	Boggess, Wyley & Sheila
6/2/2011	#02898/748280	\$77.00	2011CV315-FD	Cedar Grove MHP, LLC	Armstein, Rachel, Taccone, Kevin & "Jane/John Does I-X"
6/2/2011	#748281	\$40.00	2011CV367-SC	Coleman, Brooke	Meredith, Jared & Katie
6/2/2011	#1275/748282	\$46.00	2011CV365-FD	Henson, Calvin	Slover, Claudia
6/2/2011	#748283	\$40.00	2011CV369-IH	Battle, Ry	Schmidt, Robert
6/3/2011	#748284-5/3/11	\$40.00	2011CV285-HA	Baker, Christina M.	Zenko, Jr., Michael Scott
6/6/2011	#748285	\$46.00	2011CV370-FD	Oak Park Partners	Acosta, Dorama
6/6/2011	#748286	\$56.00	2011CV255-SC	Star Valley Veterinary Clinic, PC	Boggess, Wyley & Sheila
6/7/2011	#2226004714-5/6/11	\$64.00	CV2011-00160	Capital One Bank (USA), NA (Lawgistic)	Sherfey, Stephen & "J. Doe"
6/7/2011	#2226004714-5/12/11	\$64.00	2011CV279-UN	Capital One Bank (USA), NA (Lawgistic)	Brice, Amythest & "J. Doe"
6/7/2011	#2226004714-5/12/11	\$64.00	2011CV293-UN	Barclays Bank Delaware (Lawgistic)	Wilson, Shad & Catherine
6/7/2011	#2226004714-5/12/11	\$64.00	2011CV280-OV	FIA Card Services, NA (Lawgistic)	Dominguez, Elizabeth & Fidel Aguilar
6/7/2011	#2226004714-5/12/11	\$64.00	2011CV295-UN	Capital One Bank (USA), NA (Lawgistic)	Dawes, William F. & "J. Doe"
6/7/2011	#2226004714-5/12/11	\$64.00	2011CV292-OV	Capital One Bank (USA), NA (Lawgistic)	Williamson, Jessica & Chris
6/7/2011	#2226004714-5/13/11	\$64.00	2011CV299-OV	Yellow Book Sales & Distribution Co, Inc. v. Casa Grande Sewer & Drain Svc, Inc. (Lawgistic)	Hall, Emily & Clint
6/7/2011	#2226004714-5/13/11	\$64.00	2011CV299-OV	Yellow Book Sales & Distribution Co, Inc. v. Casa Grande Sewer & Drain Svc, Inc. (Lawgistic)	Hall, Clint & Emily
6/7/2011	#2226004714-5/13/11	\$40.00	2011CV299-OV	Yellow Book Sales & Distribution Co, Inc. (Lawgistic)	Casa Grande Sewer & Drain Service, Inc. c/o Clint Hall, statutory agent
6/7/2011	#2226004714-5/12/11	\$64.00	2011CV278-UN	Capital One Bank (USA), NA (Lawgistic)	Juarez, Yudit Bojorquez & "J. Doe"
6/8/2011	#25183	\$40.00	2011CV303-SC	Smith, Garrett L. (Integrity)	Care, Kayla Brina
6/8/2011	#33348	\$46.00	2011CV374-FD	Cedar Grove MHP, LLC (Williams, Zinman)	Choate, Jeffery & Mariesa & "John & Jane Does" I-X
6/8/2011	#25025	\$69.00	2010CV1005-OV	Sunstate Equipment Company, LLC v. Gerald E. Ryden, et al (Integrity)	Canyon State Credit Union, garnishee
6/8/2011	#25182	\$40.00	FC2005-090846	Calano, Lindsay (Integrity)	Pelto, Jonathan
6/8/2011	#3788	\$46.00	#11-80659	BAC Home Loans Servicing LP (AAA Landlord)	Thomas, Joshua R. & Kristina M. and/or all occupants
6/9/2011	#9097105198	\$44.00	FC2006-092272	Kirkham, Lee J.	Kendall, Louise
6/9/2011	#748287	\$40.00	2011CV377-OV	Yeary, Tony	Cleary, Vicky
6/9/2011	#748288	\$24.00	2011CV378-OV	Yeary, Tony	Cleary, Vicky
6/9/2011	#748289	\$40.00	2011CV381-SC	Morrissey, James M.	U-Turn For Christ c/o Harold Fleeger
6/10/2011	#37920	\$40.00	CV2009-02613	American Builders & Contractors Supply Co. Inc dba ABC Supply Co. v. Hawk Roofing, LLC, et al (Lorona Steiner Ducar)	Jacquez, Adam
6/10/2011	#6630	\$46.00	2011CV384-FD	Olsen, Ted	Hammock, Sean & Susan
6/10/2011	#748290	\$66.00	2011CV385-FD	Mullett, Raymond M. & Marie F.	Lietz aka Leitz, Brandon

6/13/2011	#48618	\$56.00	GC2011-00019	In the Matter of the Guardianship of William Hornung (Jackson White)	Homung, William
6/13/2011	#748291	\$46.00	2011CV388-FD	Yeakey, Debra	Wakefield, Racquel
6/13/2011	#748293	\$40.00	2011CV392-SC	Yeary, Tony	Cleary, Vicky
6/14/2011	#37941	\$12.00	CV2009-020613	American Builders & Contractors Supply Co. Inc dba ABC Supply Co. v. Hawk Roofing, LLC, et al (Lorona Steiner Ducar)	Jacquez, Adam
6/15/2011	#1279/748294	\$77.00	2011CV365-FD	Henson, Calvin	Slover, Claudia
6/15/2011	#5371/748295	\$46.00	2011CV406-FD	Edwards, Nancy C.	Klein, Daniel
6/15/2011	#748296	\$24.00	2011CV407-Ov	Yeary, Tony	Cleary, Vicky
6/15/2011	#1101/748297	\$74.00	DO2011-00241	Swapp, Susan	Swapp, Jeffry
6/20/2011	#33384	\$46.00	2011CV409-FD	Cedar Grove MHP, LLC (Williams, Zinman)	Valdez, Jan, "Jane/John Does" I-X
6/20/2011	#13994	\$96.00	2011CV475-OV	Barton, James (Thompson)	Barkley, Sherrie
6/22/2011	#748298	\$77.00	2011CV370-FD	Oak Park Partners	Acosta, Dorama
6/23/2011	#748299	\$40.00	2011CV423-IH	Tappan, Teresa	Hill, Travis Squire
6/23/2011	#26136	\$64.00	CV2011-00211	Cach, LLC (Neuheisel)	Bell, Carol & "J. Doe" Van Meter, Melissa & "J. Doe"
6/23/2011	#26109	\$64.00	CV2011-00210	Cach, LLC (Neuheisel)	Webber, Michael & "J. Doe"
6/24/2011	#2227867421-3/23/11	\$41.00	2011CV165-UN	Capital One Bank (USA), NA (Lawgistic)	Hill, Jr., Donald J. & "J. Doe"
6/24/2011	#2227867420	\$64.00	2011CV309-OV	FIA Card Services, NA (Lawgistic)	Patino, Maria & Ramon
6/24/2011	#2227867420	\$64.00	2011CV308-OV	Capital One Bank (USA), NA (Lawgistic)	Fuller-Smith, Tara
6/28/2011	#748300	\$40.00	2011CV133-OV	Fuller-Smith, Tara	Quick, Steve
6/28/2011	#2546	\$46.00	2011CV430-FD	William C. Epley	Stokes, Troy M. & Christine M.
6/28/2011	#748301	\$46.00	2011CV433-FD	Tautkus, Alan	Ralph, Aric & Evans, Samantha
6/28/2011	#4179	\$46.00	CV2011-00225	Bank of America, NA (AAA Landlord)	Thomas, Joshua R. & Kristina M. and/or all occupants
6/28/2011	#4180	\$46.00	APN#302-35-111-9	Bank of New York Mellon fka The Bank Of New York (AAA Landlord)	Nickerson, Larry A. & Patricia Joanne
	<b>Total Deposit for June 2011</b>	<b>\$2,697.00</b>			
	<b>6/29/11-Constable ckt#2263-Writ Fees Collected</b>	<b>-\$45.00</b>			
	<b>Adjusted Services Fees Collected for June2011; 6/29/11-Constable ckt#2264</b>	<b>\$2,652.00</b>			

**PAYSON REGIONAL CONSTABLE**

Colt White  
108 West Main Street Payson, Arizona 85541

Payson Regional Justice Court, Gila County  
(928) 474-3844



Date: 7/1/2011

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**GENERAL CERTIFICATE of SERVICE  
SERVICE SUMMARY REPORT - by DATE SERVED**

6/1/2011 TO 6/30/2011

<b>Number of Cases</b>	<b>Description</b>
9	Complaint/Summons/Answer (Fee)
6	Injunction Against Harassment (Fee Waived By Ct) (Fee)
2	Injunction Against Harassment (Fee)
2	Notice Requiring Delivery Of Possession Of Premises (Fee)
1	Order To Appear (Fee)
1	Petition For Emergency Appointment of Co-Guardians; Notice Of Hearing (Fee)
1	Petition For Legal Separation w/o Minor Children (Fee)
1	Petition For Order To Appear; Order To Appear (Fee)
1	Subpoena Duces Tecum; Notice Of Deposition (Fee)
19	Summons & Complaint (Fee)
6	Summons & Complaint; Certificate Of Compulsory Arbitration (Fee)
11	Summons & Complaint-Forcible Detainer (Fee)
5	Writ Of Garnishment (Non-Earnings) & Summons (Fee)
3	Writ Of Restitution (Fee)
1	Amended Order of Protection

**GENERAL CERTIFICATE of SERVICE  
SERVICE SUMMARY REPORT - by DATE SERVED**

6/1/2011 TO 6/30/2011

<b>Number of Cases</b>	<b>Description</b>
2	Default Judgment; Notice Of Right To Appeal
4	Hearing Order
2	Notice of Violation-Request For Voluntary Compliance
9	Notice To Appear; Petition
10	Order Of Protection
48	Subpoena
14	Summons
1	Trial Notice
<hr/>	
<b>Total Number of Fee Services</b>	68
<b>Total Number of Non Fee Services</b>	91
<b>Total Number of Services</b>	159

**PAYSON REGIONAL CONSTABLE**

Colt White  
108 West Main Street Payson, Arizona 85541

Payson Regional Justice Court, Gila County  
(928) 474-3844



**ITEMIZED SERVICES by DATE RECEIVED for TREASURER**  
6/1/2011 TO 6/30/2011

Date: 7/1/2011

Page: 1

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
6/1/2011	6/9/2011	2011C V255-SC Complaint/Summons/Answer	Star Valley Veterinary Clinic, PC	Wyley Boggess & Sheila Boggess	Sheila Boggess	\$96.00	748279	Payson Regional Justice Court	0
			Wyley Boggess & Sheila Boggess	243 S. Indian Trail Ponderosa Springs, AZ 85541	243 S. Indian Trail Ponderosa Springs, AZ 85541	\$96.00			1
6/2/2011	6/8/2011	2011CV315-FD Writ Of Restitution	Cedar Grove MHP, LLC	Rachel Arnstein, Kevin Taccone, & "Jane and John Does" I-X	Rachel Nicole Arnstein	\$77.00	02898/748280	Payson Regional Justice Court	0
			Rachel Arnstein, Kevin Taccone, & "Jane and John Does" I-X	703 E. Frontier Street, #9 Payson, AZ 85541	703 E. Frontier Street, #9 Payson, AZ 85541	\$77.00			4
6/2/2011	6/7/2011	2011CV367-SC Complaint/Summons/Answer	George Coleman & Brookie Coleman	Jared Meredith & Katie Meredith	Katie Meredith	\$40.00	748281	Payson Regional Justice Court	0
			Jared Meredith & Katie Meredith	902 E. Frontier Street Payson, AZ 85541	902 E. Frontier Street Payson, AZ 85541	\$40.00			1
6/2/2011	6/6/2011	2011CV365-FD Summons & Complaint-Forcible Detainer	Calvin R. Henson	Claudia Slover	Justin Treat	\$46.00	1275/748282	Payson Regional Justice Court	0
			Claudia Slover	601 E. McKamey Street Payson, AZ 85541	601 E. McKamey Payson, AZ 85541	\$46.00			1
6/2/2011	6/5/2011	2011CV368-IH Injunction Against Harassment (Fee Waived By Ct)	Sarah Deanna Finch	Samantha Jean Johnson	Samantha Jean Johnson	\$0.00		Payson Regional Justice Court	0
			Samantha Jean Johnson	100 W. Airport, #21 Payson, AZ 85541	351 Tonto Creek Drive Gisela, AZ 85541	\$0.00			1
6/2/2011	6/5/2011	2011CV369-IH Injunction Against Harassment	Ry Battle	Robert T. Schmidt	Robert T. Schmidt	\$40.00	748283	Payson Regional Justice Court	0
			Robert T. Schmidt	301 E. McKamey Payson, AZ 85541	301 E. McKamey Payson, AZ 85541	\$40.00			1
6/2/2011	6/10/2011	CC2010112104 Writ Of Garnishment (Non- Earnings) & Summons	The Todd Company, LLC	JPMorgan Chase Bank, N.A., Garnishee	JPMorgan Chase Bank, N.A., Garnishee, c/o David Yonko, Manager	\$69.00		Maricopa County- McDowell Mountain Justice Court	0
			Linda M. Cordani	201 S. Beeline Highway Payson, AZ 85541	201 S. Beeline Highway Payson, AZ 85541	\$0.00			1
6/2/2011	6/7/2011	2011CV204-OV Summons & Complaint	Capital One Bank (USA), N.A.	Frank Arballo	Unserved	\$40.00		Payson Regional Justice Court	0
			Frank Arballo & "J. Doe" Arballo	1000 N. Beeline Highway Payson, AZ 85541		\$0.00			1

**ITEMIZED SERVICES by DATE RECEIVED for TREASURER**

6/1/2011 TO 6/30/2011

Date: 7/1/2011

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Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
6/2/2011	6/7/2011	2011CV204-OV	Capital One Bank (USA), N.A.	"J. Doe" Arballo	Unserved	\$24.00		Payson Regional Justice Court	0
		Summons & Complaint	Frank Arballo & "J. Doe" Arballo	1000 N. Beeline Highway Payson, AZ 85541		\$0.00			1
6/2/2011	6/7/2011	2011CV309-OV	FIA Card Services, N.A.	Donald James Hill, Jr.	Donald James Hill, Jr.	\$40.00	2227867420	Payson Regional Justice Court	0
		Summons & Complaint	Donald J. Hill, Jr. & "J. Doe" Hill	8183 W. Camino Real Mesa Del Payson, AZ 85541	Lion Springs Road State Highway 260 Star Valley, AZ 85541	\$40.00			1
6/2/2011	6/7/2011	2011CV309-OV	FIA Card Services, N.A.	"Jane Doe" Hill	Unserved	\$24.00	2227867420	Payson Regional Justice Court	0
		Summons & Complaint	Donald J. Hill, Jr. & "J. Doe" Hill	8183 W. Camino Real Mesa Del Payson, AZ 85541		\$24.00			1
6/2/2011	6/9/2011	CV2011-00192	FIA Card Services, N.A.	Debra Jean O'Donnell	Debra Jean O'Donnell	\$84.00		Gila County Superior Court	0
		Summons & Complaint; Certificate Of Compulsory Arbitration	Debra J. O'Donnell & "J. Doe" O'Donnell	186 S. Park Road Mead Ranch Road, AZ 85541	186 S. Park Road Mead Ranch Road, AZ 85541	\$0.00			1
6/2/2011	6/9/2011	CV2011-00192	FIA Card Services, N.A.	Royce LeRoy O'Donnell	Debra Jean O'Donnell	\$24.00		Gila County Superior Court	0
		Summons & Complaint; Certificate Of Compulsory Arbitration	Debra J. O'Donnell & "J. Doe" O'Donnell	186 S. Park Road Mead Collins Ranch, AZ 85541	186 S. Park Road Mead Ranch Road, AZ 85541	\$0.00			1
6/2/2011	6/17/2011	2011CV338-OV	Capital One Bank (USA), N.A.	Brian K. Jamison	Unserved	\$40.00		Payson Regional Justice Court	0
		Summons & Complaint	Brian K. Jamison & "J. Doe" Jamison	1307 N. Woodland Drive Payson, AZ 85541		\$0.00			6
6/2/2011	6/17/2011	2011CV338-OV	Capital One Bank (USA), N.A.	"J. Doe" Jamison	Unserved	\$24.00		Payson Regional Justice Court	0
		Summons & Complaint	Brian K. Jamison & "J. Doe" Jamison	1307 N. Woodland Drive Payson, AZ 85541		\$0.00			6
6/2/2011	6/7/2011	2011CV339-OV	GE Money Bank	Mark Breazeale	Unserved	\$40.00		Payson Regional Justice Court	0
		Summons & Complaint	Mark Breazeale & "J. Doe" Breazeale	307 S. Sandstone Road Payson, AZ 85541		\$0.00			1
6/2/2011	6/7/2011	2011CV339-OV	GE Money Bank	"J. Doe" Breazeale	Unserved	\$24.00		Payson Regional Justice Court	0
		Summons & Complaint	Mark Breazeale & "J. Doe" Breazeale	307 S. Sandstone Road Payson, AZ 85541		\$0.00			1
6/2/2011	6/7/2011	2011CV310-OV	Capital One Bank (USA), N.A.	Darryl W. Icard	Unserved	\$40.00		Payson Regional Justice Court	0
		Summons & Complaint	Darryl W. Icard & "J. Doe" Icard	1026 W. Bridle Path Lane Payson, AZ 85541		\$0.00			2
6/2/2011	6/7/2011	2011CV310-OV	Capital One Bank (USA), N.A.	"J. Doe" Icard	Unserved	\$24.00		Payson Regional Justice Court	0
		Summons & Complaint	Darryl W. Icard & "J. Doe" Icard	1026 W. Bridle Path Lane Payson, AZ 85541		\$0.00			1
6/2/2011	6/10/2011	2011CV308-UN	Capital One Bank (USA), N.A.	Maria V. Patino	Maria V. Patino	\$40.00	2227867420	Payson Regional Justice Court	0
		Summons & Complaint	Maria V. Patino & "John Doe" Patino	802 N. Easy Street Payson, AZ 85541	Payson Constable's Office 108 W. Main Street Payson, AZ 85541	\$40.00			3

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6/2/2011	6/10/2011	2011CV308-UN	Capital One Bank (USA), N.A.	Ramon Patino	Ramon Patino	\$24.00	2227867420	Payson Regional Justice Court	0
		Summons & Complaint	Maria V. Patino & "John Doe" Patino	802 N. Easy Street Payson, AZ 85541	Payson Constable's Office 108 W. Main Street Payson, AZ 85541	\$23.00			3
6/2/2011	6/15/2011	2011CV311-OV	Capital One Bank (USA), N.A.	Ray Stephens	Ray Stephens	\$60.00		Payson Regional Justice Court	0
		Summons & Complaint	Ray Stephens & "J. Doe" Stephens	3467 Harps Way Pine, AZ 85544	3467 Harps Way Pine, AZ 85544	\$0.00			5
6/2/2011	6/15/2011	2011CV311-OV	Capital One Bank (USA), N.A.	"Jane Doe" Stephens	Unservd	\$24.00		Payson Regional Justice Court	0
		Summons & Complaint	Ray Stephens & "J. Doe" Stephens	3467 Harps Way Pine, AZ 85544		\$0.00			5
6/6/2011	6/6/2011	2011CV370-FD	Oak Park Partners Attn: Jerold L. Miles	Dorama Acosta	Posted-front door	\$46.00	748285	Payson Regional Justice Court	0
		Summons & Complaint-Forcible Detainer	Dorama Acosta	1304 N. Beeline Highway, #23 Payson, AZ 85541	1304 N. Beeline Highway, #23 Payson, AZ 85541	\$46.00			1
6/8/2011	6/14/2011	2011CV303-SC	Garrett L. Smith	Kayla Brina Carey	Cheryl Carey	\$40.00	25183	Payson Regional Justice Court	0
		Complaint/Summons/Answer	Kayla Brina Carey	301 S. Sundial Circle Payson, AZ 85541	301 S. Sundial Circle Payson, AZ 85541	\$40.00			1
6/8/2011	6/9/2011	2011CV347-FD	Cedar Grove MHP, LLC	Jeffrey Choate & Marissa Choate , & John and Jane Does I-X	Marissa Choate	\$46.00	33348	Payson Regional Justice Court	0
		Summons & Complaint-Forcible Detainer	Jeffrey Choate & Marissa Choate , & John and Jane Does I-X	703 E. Frontier Street, #4 Payson, AZ 85541	703 E. Frontier Street, #4 Payson, AZ 85541	\$46.00			1
6/8/2011	6/9/2011	2010CV1005-OV	Sunstate Equipment Company, LLC	Canyon State Credit Union, Garnishee, , c/o Branch Manager	Canyon State Credit Union, garnishee, c/o Romaine L. Heap, Branch Manager	\$69.00	25025	Payson Regional Justice Court	0
		Writ Of Garnishment (Non-Earnings) & Summons	Gerald E. Ryden & "Jane Doe" Ryden, dba Log Homes Of America	514 S. Beeline Highway Payson, AZ 85541	514 S. Beeline Highway Payson, AZ 85541	\$69.00			1
6/8/2011	6/14/2011	FC2005-090846	Lindsay Calano	Jonathan Wesley Pelto	Unservd	\$56.00	25182	Maricopa County Superior Court	0
		Petition For Order To Appear; Order To Appear	Jonathan Wesley Pelto	313 W. McKamey Street Payson, AZ 85541		\$40.00			3
6/8/2011	6/9/2011	#11-80659	Bank of America, N.A.	Joshua R. Thomas & Kristina M. Thomas, and/or all occupants, tenants or subtenants	Kristina M. Thomas	\$46.00	3788	N/A	0
		Notice Requiring Delivery Of Possession Of Premises	Joshua R. Thomas & Kristina M. Thomas, and/or all occupants, tenants or subtenants	502 E. McKamey Street Payson, AZ 85541	502 E. McKamey Street Payson, AZ 85541	\$46.00			1
6/9/2011	6/10/2011	FC2006-092272	Louise Melinda Kendall	Louise Melinda Kendall	Louise Melinda Kendall	\$44.00	9097105198	Maricopa County Superior Court	0
		Order To Appear	Lee J. Kirkham	150 W. Midway Street Wonder Valley Payson, AZ 85541	Safeway Pharmacy 401 E. Highway 260 Payson, AZ 85541	\$44.00			1

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6/9/2011	6/20/2011	2011CV377-OV Complaint/Summons/Answer	Tony A. Yeary Vicky Jo Cleary	Vicky Jo Cleary 903 E. Granite Dells Road, #37 Payson, AZ 85541	Unserved	\$40.00 \$40.00	748287	Payson Regional Justice Court	0 4
6/9/2011	6/20/2011	2011CV378-OV Complaint/Summons/Answer	Tony A. Yeary Vicky Jo Cleary	Vicky Jo Cleary 903 E. Granite Dells Road, #37 Payson, AZ 85541	Unserved	\$24.00 \$24.00	748288	Payson Regional Justice Court	0 4
6/9/2011		2011CV379-IH Injunction Against Harassment (Fee Waived By Ct)	Asa Boehme Angela Christine McKay	Angela Christine McKay Homeless ,		\$0.00 \$0.00		Payson Regional Justice Court	0 0
6/9/2011		2011CV380-IH Injunction Against Harassment (Fee Waived By Ct)	Asa Boehme Kyle Lee Custer	Kyle Lee Custer Homeless ,		\$0.00 \$0.00		Payson Regional Justice Court	0 0
6/9/2011	6/22/2011	2011CV381-SC Complaint/Summons/Answer	James Matthew Morrissey U-Turn For Christ, c/o Harold Fleeger	U-Turn For Christ, c/o Harold Fleeger 509 W. Frontier Street Payson, AZ 85541	Harold Musgrave Fleeger 509 W. Frontier Street Payson, AZ 85541	\$40.00 \$40.00	748289	Payson Regional Justice Court	0 3
6/10/2011	6/15/2011	CV2009-020613 Subpoena Duces Tecum; Notice Of Deposition	American Builders And Contractors, Supply Co., Inc. dba ABC Supply Co., Inc. Hawk Roofing, LLC, et al	Adam Jacquez 805 E. Frontier Street Payson, AZ 85541	Adam Jacquez 805 E. Frontier Street Payson, AZ 85541	\$56.00 \$52.00	37920	Maricopa County Superior Court	0 3
6/10/2011	6/10/2011	2011CV383-IH Injunction Against Harassment (Fee Waived By Ct)	Nora Lubetz Windy Jones	Windy Jones 604 E. Luke Drive Payson, AZ 85541	Windy Jones 604 E. Luke Drive Payson, AZ 85541	\$0.00 \$0.00		Payson Regional Justice Court	0 1
6/10/2011	6/10/2011	2011CV384-FD Summons & Complaint-Forcible Detainer	Ted Olsen Sean Hammock & Susan Hammock	Sean Hammock & Susan Hammock 600 S. Ponderosa, #C Payson, AZ 85541	Sean Hammock 600 S. Ponderosa, #C Payson, AZ 85541	\$46.00 \$46.00	6630	Payson Regional Justice Court	0 1
6/10/2011	6/13/2011	2011CV385-FD Summons & Complaint-Forcible Detainer	Raymond M. Mullett & Marie F. Mullett Brandon Lietz, aka Leitz	Brandon Lietz, aka Leitz 3172 Kysar Way Pine, AZ 85544	Posted-front door 3172 Kysar Way Pine, AZ 85544	\$66.00 \$66.00	748290	Payson Regional Justice Court	0 1
6/13/2011	6/13/2011	GC2011-00019 Petition For Emergency Appointment of Co-Guardians; Notice Of Hearing	In the Matter of the Guardianship of, William Hornung	William John Hornung 1117 Birchwood Road Payson, AZ 85541	William John Hornung 1117 Birchwood Road Payson, AZ 85541	\$56.00 \$56.00	48618	Gila County Superior Court	0 1
6/13/2011	6/14/2011	2011CV388-FD Summons & Complaint-Forcible Detainer	Debra Ann Yeakey Racquel Cherie Wakefield	Racquel Cherie Wakefield 205 W. Cherry Payson, AZ 85541	Posted-front door 205 W. Cherry Payson, AZ 85541	\$46.00 \$46.00	748291	Payson Regional Justice Court	0 1
6/13/2011	6/20/2011	2011CV392-SC Complaint/Summons/Answer	Tony A. Yeary Vicky Jo Cleary	Vicky Jo Cleary 903 E. Granite Dells Road, #37 Payson, AZ 85541	Unserved	\$40.00 \$40.00	748293	Payson Regional Justice Court	0 4

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6/15/2011	6/16/2011	2011CV365-FD Writ Of Restitution	Calvin R. Henson Claudia Slover	Claudia Slover 601 E. McKamey Street Payson, AZ 85541	Posted-front door 601 E. McKamey Street Payson, AZ 85541	\$77.00 \$77.00	1279/748294	Payson Regional Justice Court	0 2
6/15/2011	6/16/2011	2011CV406-FD Summons & Complaint-Forcible Detainer	Nancy C. Edwards Daniel Klein	Daniel Klein 214 E. Aero Payson, AZ 85541	Posted-front door 214 E. Aero Payson, AZ 85541	\$46.00 \$46.00	5371/748295	Payson Regional Justice Court	0 1
6/15/2011	6/20/2011	2011CV407-OV Complaint/Summons/Answer	Tony A. Yeary Vicky Jo Cleary	Vicky Jo Cleary 903 E. Granite Dells Road, #37 Payson, AZ 85541	Unservd	\$24.00 \$24.00	748296	Payson Regional Justice Court	0 4
6/15/2011	6/17/2011	DO2011-00241 Petition For Legal Separation w/o Minor Children	Susan Agnes Swapp Jeffry Ward Swapp	Jeffry Ward Swapp 750 E. Dealers Choice Lane Star Valley, AZ 85541	Jeffry Ward Swapp 750 E. Dealers Choice Lane Star Valley, AZ 85541	\$74.00 \$74.00	1101/748297	Gila County Superior Court	0 1
6/16/2011	6/16/2011	2011CV408-IH Injunction Against Harassment (Fee Waived By Ct)	Ruby Sturtz Wayne Rowland	Wayne Rowland 190 N. Cornerstone Way, #52 Star Valley, AZ 85541	Wayne Rowland In Custody-Payson Jail 108 W. Main Street Payson, AZ 85541	\$0.00 \$0.00		Payson Regional Justice Court	0 1
6/16/2011	6/17/2011	2010CV476-OV Writ Of Garnishment (Non-Earnings) & Summons	Capital One Bank (USA), N.A. Edward D. Rathjen & Christine Rathjen	JPMorgan Chase Bank, N.A., Garnishee 201 S. Beeline Highway Payson, AZ 85541	JPMorgan Chase Bank, N.A., c/o Antonette Gay, Assistant Manager 201 S. Beeline Highway Payson, AZ 85541	\$69.00 \$0.00		Payson Regional Justice Court	0 1
6/16/2011	6/17/2011	2010CV860-OV Writ Of Garnishment (Non-Earnings) & Summons	Capital One Bank (USA), N.A. Lynn S. Ahlman	JPMorgan Chase Bank, N.A., Garnishee 201 S. Beeline Highway Payson, AZ 85541	JPMorgan Chase Bank, N.A., c/o Antonette Gay, Assistant Manager 201 S. Beeline Highway Payson, AZ 85541	\$69.00 \$0.00		Payson Regional Justice Court	0 1
6/16/2011	6/17/2011	2010CV913-OV Writ Of Garnishment (Non-Earnings) & Summons	FIA Card Services, N.A. Donna Gregg & Eric Gregg	National Bank Of Arizona, garnishee 804 S. Beeline Highway Payson, AZ 85541	National Bank of Arizona, N.A., c/o Jenny Scott, VP, Bank Manager 804 S. Beeline Highway Payson, AZ 85541	\$69.00 \$0.00		Payson Regional Justice Court	0 1
6/17/2011	6/22/2011	2011CV360-UN Summons & Complaint	Advantage Assets II, Inc. Arden L. Edgell & "J. Doe" Edgell	Arden L. Edgell 4007 N. Mistletoe Drive Pine, AZ 85544	Arden L. Edgell 4007 N. Mistletoe Drive Pine, AZ 85544	\$60.00 \$0.00		Payson Regional Justice Court	0 2
6/17/2011	6/22/2011	2011CV352-UN Summons & Complaint	Capital One Bank (USA), N.A. Justin D. McNeil & "J. Doe" McNeil	Justin Dale McNeil 2704 W. Palmer Drive Payson, AZ 85541	Justin Dale McNeil 190 Cornerstone Way, #45 Star Valley, AZ 85541	\$40.00 \$0.00		Payson Regional Justice Court	0 4
6/17/2011	6/22/2011	2011CV352-UN Summons & Complaint	Capital One Bank (USA), N.A. Justin D. McNeil & "J. Doe" McNeil	"J. Doe" McNeil 2704 W. Palmer Drive Payson, AZ 85541	Unservd	\$24.00 \$0.00		Payson Regional Justice Court	0 3
6/17/2011	6/22/2011	2011CV360-UN Summons & Complaint	Advantage Assets II, Inc. Arden L. Edgell & "J. Doe" Edgell	Lauri Edgell 4007 N. Mistletoe Drive Pine, AZ 85544	Arden L. Edgell 4007 N. Mistletoe Drive Pine, AZ 85544	\$24.00 \$0.00		Payson Regional Justice Court	0 3

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6/20/2011	6/14/2011	2011CV409-FD	Cedar Grove MHP, LLC	Jan Valdez & "John/Jane Does" I-X	Blanca Adilene Valdez	\$46.00	33374	Payson Regional Justice Court	0
		Summons & Complaint-Forcible Detainer	Jan Valdez & "John/Jane Does" I-X	703 E. Frontier Street, #39 Payson, AZ 85541	703 E. Frontier Street, #39 Payson, AZ 85541	\$46.00			1
6/20/2011	6/22/2011	2011CV375-OV	James Clark Barton	Sherrie Jane Barkley	Sherrie Jane Barkley	\$96.00	13994	Payson Regional Justice Court	0
		Summons & Complaint	Sherrie Jane Barkley	170 Greenback Valley Road, #1 Tonto Basin, AZ 85553	Butcher Hook Bar 217 Highway 188 Tonto Basin, AZ 85553	\$96.00			3
6/22/2011	6/23/2011	2011CV370-FD	Oak Park Partners Attn: Jerold L. Miles	Dorama Acosta	Posted	\$77.00	748298	Payson Regional Justice Court	0
		Writ Of Restitution	Dorama Acosta & Larry C. Best	1304 N. Beeline Highway, #23 Payson, AZ 85541	1304 N. Beeline Highway, #23 Payson, AZ 85541	\$77.00			1
6/23/2011	6/27/2011	CV2011-00211	CACH, LLC	Carol Kay Bell	Carol Kay Bell	\$40.00	26136	Gila County Superior Court	0
		Summons & Complaint; Certificate Of Compulsory Arbitration	Carol Kay Bell & "John Doe" Bell, et al	596 N. Valley Road Star Valley, AZ 85541	596 N. Valley Road Star Valley, AZ 85541	\$40.00			2
6/23/2011	6/27/2011	CV2011-00211	CACH, LLC	"John Doe" Bell	Unserved	\$24.00	26136	Gila County Superior Court	0
		Summons & Complaint; Certificate Of Compulsory Arbitration	Carol Kay Bell & "John Doe" Bell, et al	596 N. Valley Road Star Valley, AZ 85541		\$24.00			2
6/23/2011	6/27/2011	CV2011-00210	CACH, LLC	Melissa A. Vanmeter	Melissa A. Vanmeter	\$40.00	26109	Gila County Superior Court	0
		Summons & Complaint; Certificate Of Compulsory Arbitration	Melissa Van Meter & "John Doe" Van Meter, et al	214 N. Durango Circle Payson, AZ 85541	214 N. Durango Circle Payson, AZ 85541	\$40.00			1
6/23/2011	6/27/2011	CV2011-00210	CACH, LLC	Dale Vanmeter	Dale Vanmeter	\$24.00	26109	Gila County Superior Court	0
		Summons & Complaint; Certificate Of Compulsory Arbitration	Melissa Van Meter & "John Doe" Van Meter, et al	214 N. Durango Circle Payson, AZ 85541	214 N. Durango Circle Payson, AZ 85541	\$24.00			1
6/23/2011	6/24/2011	2011CV423-IH	Teresa Tappan	Travis Squire Hill	Travis Squire Hill	\$40.00	748299	Payson Regional Justice Court	0
		Injunction Against Harassment	Travis Squire Hill	212 E. Aero, #A Payson, AZ 85541	300 W. Bonita Street, #15 Payson, AZ 85541	\$40.00			4
6/27/2011	6/28/2011	2011CV429-IH	Christinia Marie Smith	Rusty Lee Brooner	Rusty Lee Brooner	\$0.00		Payson Regional Justice Court	0
		Injunction Against Harassment (Fee Waived By Ct)	Rusty Lee Brooner	209 S. Ponderosa Street, #13 Payson, AZ 85541	209 S. Ponderosa Street, #13 Payson, AZ 85541	\$0.00			2
6/28/2011	6/28/2011	2011CV133-OV	Tara Nichole Fuller-Smith	Steve Quick	Steve Quick	\$40.00	748300	Payson Regional Justice Court	0
		Complaint/Summons/Answer	Steve Quick	1261 W. Madera Avenue Mesa, AZ 85202	714 S. Beeline Highway, #104 Payson, AZ 85541	\$40.00			1
6/28/2011	6/29/2011	2011CV430-FD	William C. Epley	Troy M. Stokes & Christine M. Stokes	Posted-front door	\$46.00	2546	Payson Regional Justice Court	0
		Summons & Complaint-Forcible Detainer	Troy M. Stokes & Christine M. Stokes	902 S. Coronado Payson, AZ 85541	902 S. Coronado Payson, AZ 85541	\$46.00			1

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6/28/2011	6/29/2011	CV201100225	Bank of America, N.A.	Joshua R. Thomas & Kristina M. Thomas, & Does Occupants I-X inclusive	Joshua Ray Thomas, Jr.	\$46.00	4179	Gila County Superior Court	0
		Summons & Complaint-Forcible Detainer	Joshua R. Thomas & Kristina M. Thomas, & Does Occupants I-X inclusive	502 E. McKamey Street Payson, AZ 85541	502 E. McKamey Street Payson, AZ 85541	\$46.00			1
6/28/2011	6/29/2011	2011CV433-FD	Alan Tautkus	Aric Terrall Ralph & Samantha Daphine Evans	Posted-front door	\$46.00	748301	Payson Regional Justice Court	0
		Summons & Complaint-Forcible Detainer	Aric Terrall Ralph & Samantha Daphine Evans	123 E. Aero Drive Payson, AZ 85541	123 E. Aero Drive Payson, AZ 85541	\$46.00			1
6/28/2011	6/29/2011	APN#302-35-111-9	The Bank Of New York Mellon, fka The Bank Of New York, as trustee for the certificate holders, CWABS, Inc.	Larry A. Nickerson & Patricia Joanne Nickerson, and/or all occupants, tenants or subtenants	Posted-front door	\$46.00	4180	N/A	0
		Notice Requiring Delivery Of Possession Of Premises	Larry A. Nickerson & Patricia Joanne Nickerson, and/or all occupants, tenants or subtenants	2108 N. Florence Road Payson, AZ 85541	2108 N. Florence Road Payson, AZ 85541	\$46.00			1

**PAYSON REGIONAL CONSTABLE**

Colt White  
108 West Main Street Payson, Arizona 85541

Payson Regional Justice Court, Gila County  
(928) 474-3844



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6/1/2011	6/4/2011	2011CV350-IH Hearing Order	Debra Overby Debra Harris	Debra Overby 913 E. Granite Dells, #19 Payson, AZ 85541	Debra Overby 913 E. Granite Dells, #19 Payson, AZ 85541	\$0.00 \$0.00		Payson Regional Justice Court	0 1
6/1/2011	6/3/2011	2011CV353-IH Hearing Order	Debra Harris Debra Overby	Debra Harris 903 E. Granite Dells, #15 Payson, AZ 85541	Debra Harris 903 E. Granite Dells, #15 Payson, AZ 85541	\$0.00 \$0.00		Payson Regional Justice Court	0 1
6/1/2011	6/3/2011	2011CV350-IH Hearing Order	Debra Overby Debra Harris	Debra Harris 903 E. Granite Dells, #15 Payson, AZ 85541	Debra Harris 903 E. Granite Dells, #15 Payson, AZ 85541	\$0.00 \$0.00		Payson Regional Justice Court	0 1
6/1/2011	6/4/2011	2011CV353-IH Hearing Order	Debra Harris Debra Overby	Debra Overby 913 E. Granite Dells, #19 Payson, AZ 85541	Debra Overby 913 E. Granite Dells, #19 Payson, AZ 85541	\$0.00 \$0.00		Payson Regional Justice Court	0 1
6/1/2011	6/9/2011	2011CV363-OP Order Of Protection	Rusty Lee Brooner Paula Weddel	Paula Weddel 209 S. Ponderosa Street, #24 Payson, AZ 85541	Paula Weddel Frontier Condominiums 300 W. Frontier Street, #24 Payson, AZ 85541	\$0.00 \$0.00		Payson Regional Justice Court	0 6
6/2/2011	6/8/2011	2007JV006; Petition 2011-1 Notice To Appear; Petition	State of Arizona William Lawrence Ford	[Redacted] minor c/o Laura Jean Brick, mother 237 Ridge Run Tonto Basin, AZ 85541	Mervin Ford Constable's Office 108 W. Main Street Payson, AZ 85541	\$0.00 \$0.00		Gila County Juvenile Court	0 3
6/2/2011	6/8/2011	2007JV2006; Petition 2011-2 Notice To Appear; Petition	State of Arizona William Lawrence Ford	[Redacted] minor c/o Laura Jean Brick, mother 237 Ridge Run Tonto Basin, AZ 85541	Mervin Ford Constable's Office 108 W. Main Street Payson, AZ 85541	\$0.00 \$0.00		Gila County Juvenile Court	0 3
6/2/2011	6/8/2011	2007JV006; Petition 2011-3 Notice To Appear; Petition	State of Arizona William Lawrence Ford	[Redacted] minor c/o Laura Jean Brick, mother 237 Ridge Run Tonto Basin, AZ 85541	Mervin Ford Constable's Office 108 W. Main Street Payson, AZ 85541	\$0.00 \$0.00		Gila County Juvenile Court	0 3
6/3/2011	6/6/2011	2011CR012214 Summons	State of Arizona Marvin J. Hernandez	Marvin J. Hernandez 803 W. Cherry Street Payson, AZ 85541	Marvin J. Hernandez Scoops' 201 W. Main Street Payson, AZ 85541	\$0.00 \$0.00		Payson Magistrate Court	0 2

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6/3/2011	6/13/2011	2011CR012219	State of Arizona	Janae Rachel Blalock	Unserved	\$0.00		Payson Magistrate Court	0
		Summons	Janae Rachel Blalock	804 W. Sherwood Drive Payson, AZ 85541		\$0.00			6
6/3/2011	6/6/2011	2011CR012218	State of Arizona	Manuel Lopez Ballesteros, Jr.	Manuel Lopez Ballesteros, Jr.	\$0.00		Payson Magistrate Court	0
		Summons	Manuel Lopez Ballesteros, Jr.	1210 N. Sunshine Lane Payson, AZ 85541	1210 N. Sunshine Lane Payson, AZ 85541	\$0.00			1
6/3/2011	6/6/2011	2011TR012303	State of Arizona	Brett Thomas Swain	Unserved	\$0.00		Payson Magistrate Court	0
		Summons	Brett Thomas Swain	801 E. Frontier Street, #57 Payson, AZ 85541		\$0.00			1
6/3/2011	6/6/2011	2011CR012220	State of Arizona	Dallas Jacob Mitchell	Dallas Jacob Mitchell	\$0.00		Payson Magistrate Court	0
		Summons	Dallas Jacob Mitchell	190 Cornerstone Way, #29 Star Valley, AZ 85541	213 W. Bonita Street, #4 Payson, AZ 85541	\$0.00			2
6/3/2011	6/6/2011	2011TR001772	State of Arizona	Ryan Thomas Campbell	Nicole Lee Venable	\$0.00		Payson Regional Justice Court	0
		Summons	Ryan Thomas Campbell	1703 N. Mustang Circle Payson, AZ 85541	1703 N. Mustang Circle Payson, AZ 85541	\$0.00			1
6/3/2011	6/14/2011	2011TR012304	State of Arizona	Brett Damon Hayes	Brett Damon Hayes	\$0.00		Payson Magistrate Court	0
		Summons	Brett Damon Hayes	4042 Cherri Lynn Drive Pine, AZ 85544	Payson Constable's Office 108 W. Main Street Payson, AZ 85541	\$0.00			4
6/3/2011	6/7/2011	2011TR001714	State of Arizona	U.S. Forest Service, Ofc. D. Adams	GCSO Clipboard	\$0.00		Payson Regional Justice Court	0
		Subpoena	Scott Pepe	Payson Office-U.S. Highway 260 Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
6/7/2011	6/17/2011	2011TR12087	State of Arizona	Richard Thurman, M.D.	Unserved	\$0.00		Payson Magistrate Court	0
		Subpoena	Carl Donald Andren	Payson Regional Medical Center 807 S. Ponderosa Street Payson, AZ 85541		\$0.00			1
6/7/2011	6/9/2011	2011TR12087	State of Arizona	Sally Lee Andren	Sally Lee Andren	\$0.00		Payson Magistrate Court	0
		Subpoena	Carl Donald Andren	608 S. McLane Road Payson, AZ 85541	Payson Care Center 107 E. Lone Pine Drive Payson, AZ 85541	\$0.00			1
6/7/2011	6/8/2011	2011TR12087	State of Arizona	Payson Police Department, Detective M. Van Camp	PPD Dispatch	\$0.00		Payson Magistrate Court	0
		Subpoena	Carl Donald Andren	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
6/7/2011	6/8/2011	2011TR12087	State of Arizona	Payson Police Department, Ofc. B. Hoffman	PPD Dispatch	\$0.00		Payson Magistrate Court	0
		Subpoena	Carl Donald Andren	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
6/7/2011	6/20/2011	2010-330	State of Arizona	Kimberly Timmins	Kimberly Timmins	\$0.00		Gila County Superior Court	0
		Subpoena	Ronald Hughes Johns	Tonto Basin Fire Department Tonto Basin, AZ 85553	Tonto Basin Fire Department Tonto Basin, AZ 85553	\$0.00			5
6/7/2011	6/9/2011	2010-330	State of Arizona	GCSO, Det. G. Ratliff	GCSO Clipboard	\$0.00		Gila County Superior Court	0
		Subpoena	Ronald Hughes Johns	GCSO, 108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1

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Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
6/7/2011	6/9/2011	2010-330	State of Arizona	Gila County Narcotics Task Force, Det. T.R. Phillips	GCSO Clipboard	\$0.00		Gila County Superior Court	0
		Subpoena	Ronald Hughes Johns	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
6/7/2011	6/9/2011	2010-330	State of Arizona	GCSO, Deputy T. Nudson	GCSO Clipboard	\$0.00		Gila County Superior Court	0
		Subpoena	Ronald Hughes Johns	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
6/7/2011	6/9/2011	2010-330	State of Arizona	Gila County Narcotics Task Force, Det. R.A. McDaniel	GCSO Clipboard	\$0.00		Gila County Superior Court	0
		Subpoena	Ronald Hughes Johns	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
6/7/2011	6/10/2011	2010-330	State of Arizona	Molly R. Marshall	Molly R. Marshall	\$0.00		Gila County Superior Court	0
		Subpoena	Ronald Hughes Johns	150 Rice Road Tonto Basin, AZ 85553	150 Rice Road Tonto Basin, AZ 85553	\$0.00			1
6/7/2011	6/9/2011	2010-330	State of Arizona	GCSO Dispatcher, Amy LaFleur	GCSO Clipboard	\$0.00		Gila County Superior Court	0
		Subpoena	Ronald Hughes Johns	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
6/7/2011	6/9/2011	2010-330	State of Arizona	Drew Justice, DVM	Drew Justice, DVM	\$0.00		Gila County Superior Court	0
		Subpoena	Ronald Hughes Johns	Diamond J Veterinary Services PO Box 846 Payson, AZ 85547	Diamond J Veterinary Services PO Box 846 Payson, AZ 85547	\$0.00			2
6/7/2011	6/9/2011	2010-330	State of Arizona	GCSO, Detective J. Garrett	GCSO Clipboard	\$0.00		Gila County Superior Court	0
		Subpoena	Ronald Hughes Johns	GCSO, 108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
6/7/2011	6/10/2011	2010-330	State of Arizona	Chief Steven Holt	Chief Steven Holt	\$0.00		Gila County Superior Court	0
		Subpoena	Ronald Hughes Johns	Tonto Basin Fire Department 138 Bethel Tonto Basin, AZ 85553	Tonto Basin Fire Department 138 Bethel Tonto Basin, AZ 85553	\$0.00			1
6/7/2011	6/10/2011	2010-330	State of Arizona	Sharon Hewitt	Sharon Hewitt	\$0.00		Gila County Superior Court	0
		Subpoena	Ronald Hughes Johns	Reno Creek Feed & Tack Punkin Center Tonto Basin, AZ 85553	Reno Creek Feed & Tack Punkin Center Tonto Basin, AZ 85553	\$0.00			2
6/7/2011	6/9/2011	2010-330	State of Arizona	GCSO, Deputy T. Hensley	GCSO Clipboard	\$0.00		Gila County Superior Court	0
		Subpoena	Ronald Hughes Johns	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
6/7/2011	6/9/2011	2010-330	State of Arizona	GCSO, Sgt. B. Havey	GCSO Clipboard	\$0.00		Gila County Superior Court	0
		Subpoena	Ronald Hughes Johns	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
6/7/2011	6/10/2011	2010-330	State of Arizona	Loren Eaton	Loren Eaton	\$0.00		Gila County Superior Court	0
		Subpoena	Ronald Hughes Johns	191 Desert Rose Drive Tonto Basin, AZ 85553	191 Desert Rose Drive Tonto Basin, AZ 85553	\$0.00			1
6/7/2011	6/9/2011	2010-330	State of Arizona	GCSO, Deputy Wayne Dorsett	GCSO Clipboard	\$0.00		Gila County Superior Court	0
		Subpoena	Ronald Hughes Johns	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1

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Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
6/7/2011	6/10/2011	2010-330 Subpoena	State of Arizona Ronald Hughes Johns	Richard Beseý Tonto Basin Hardware Store 241 S Butcher Hook Drive Tonto Basin, AZ 85553	Richard Beseý Tonto Basin Hardware Store 241 S Butcher Hook Drive Tonto Basin, AZ 85553	\$0.00 \$0.00		Gila County Superior Court	0 1
6/7/2011	6/9/2011	2010-330 Subpoena	State of Arizona Ronald Hughes Johns	GCSO, Deputy R. Chagolla 108 W. Main Street Payson, AZ 85541	GCSO Clipboard 108 W. Main Street Payson, AZ 85541	\$0.00 \$0.00		Gila County Superior Court	0 1
6/7/2011	6/9/2011	2010-330 Subpoena	State of Arizona Ronald Hughes Johns	Brenda Cornell 834 W Longhom Road Payson, AZ 85541	Brenda Cornell 834 W Longhom Road Payson, AZ 85541	\$0.00 \$0.00		Gila County Superior Court	0 2
6/8/2011	6/9/2011	2011CR12044 Subpoena	State of Arizona Clinton Lee Ulmer	Payson Police Department, Ofc. M. Hansen 303 N. Beeline Highway Payson, AZ 85541	PPD Dispatch 303 N. Beeline Highway Payson, AZ 85541	\$0.00 \$0.00		Payson Magistrate Court	0 1
6/8/2011	6/9/2011	2011CR12101 Subpoena	State of Arizona Arthur Clay Buckner	Payson Police Department, Sgt. J. Heflin 303 N. Beeline Highway Payson, AZ 85541	PPD Dispatch 303 N. Beeline Highway Payson, AZ 85541	\$0.00 \$0.00		Payson Magistrate Court	0 1
6/8/2011	6/9/2011	2011CR12101 Subpoena	State of Arizona Arthur Clay Buckner	Payson Police Department, Ofc. L. Ortiz 303 N. Beeline Highway Payson, AZ 85541	PPD Dispatch 303 N. Beeline Highway Payson, AZ 85541	\$0.00 \$0.00		Payson Magistrate Court	0 1
6/8/2011	6/9/2011	2011CR000237 Subpoena	State of Arizona Karl Hiatt	GCSO, Deputy L. Johnson 108 W. Main Street Payson, AZ 85541	GCSO Clipboard 108 W. Main Street Payson, AZ 85541	\$0.00 \$0.00		Payson Regional Justice Court	0 1
6/8/2011	6/9/2011	2010TR3951 Subpoena	State of Arizona Joshua Donavan Reyna	GCSO, Deputy M. Hill GCSO 108 W. Main Street Payson, AZ 85541	GCSO Clipboard 108 W. Main Street Payson, AZ 85541	\$0.00 \$0.00		Payson Regional Justice Court	0 1
6/9/2011	6/13/2011	CR2011-00266 Summons	State of Arizona William Everett Jack	William Everett Jack 1304 N. Beeline Highway, #16 Payson, AZ 85541	Unservd	\$0.00 \$0.00		Gila County Superior Court	0 3
6/10/2011	6/29/2011	2011CV389-OP Order Of Protection	Sue G. Munoz Robert Casey Lincoln, Jr.	Robert Casey Lincoln, Jr. 3078 E. Southwood Road Queen Creek, AZ 85242	Robert Casey Lincoln, Jr. 312 Cedar Mill Road Star Valley, AZ 85541	\$0.00 \$0.00		Payson Regional Justice Court	0 5
6/10/2011	6/20/2011	2011CV390-OP Order Of Protection	Sue G. Munoz Terry Lee Lincoln	Terry Lee Lincoln Protected Star Valley, AZ 85541	Terry Lee Lincoln Department of Public Safety Payson, AZ 85541	\$0.00 \$0.00		Payson Regional Justice Court	0 3
6/14/2011	6/15/2011	2011CV398-OP Order Of Protection	Leticia Alatriz Alondra Coral Hernandez Rangel	Alondra Coral Hernandez Rangel 413 W. Summit Street Payson, AZ 85541	Alondra Coral Hernandez Rangel Alfonso's Mexican Restaurant 510 S. Beeline Highway Highway Payson, AZ 85541	\$0.00 \$0.00		Payson Regional Justice Court	0 2
6/14/2011		2011CV399-OP Order Of Protection	Leticia Alatriz Luis Antonio Hernandez Rangel	Luis Antonio Hernandez Rangel 413 W. Summit Street Payson, AZ 85541		\$0.00 \$0.00		Payson Regional Justice Court	0 0

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Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
6/14/2011	6/16/2011	2011CV00070; Petition 2011-1	State of Arizona	minor c/o Andrew D. Parrish, father 503 E. Wade Lane Payson, AZ 85541	Andrew D. Parrish 503 E. Wade Lane Payson, AZ 85541	\$0.00 \$0.00		Gila County Juvenile Court	0 1
6/14/2011	6/16/2011	2008JV142; Petition 2011-1	State of Arizona	minor c/o Jacqueline Mitchell, mother 355 S. Valley View Road Gisela, AZ 85541	Jacqueline Mitchell 355 S. Valley View Road Gisela, AZ 85541	\$0.00 \$0.00		Gila County Juvenile Court	0 1
6/14/2011	6/20/2011	2011CR00283 Summons	State of Arizona	Patricia May Johnson 1700 W. Birch Drive Payson, AZ 85541	Unserved	\$0.00 \$0.00		Gila County Superior Court	0 5
6/15/2011	6/17/2011	GC Parcel #304-06-148A	Town of Payson - Community Development Department	Ronald Germany & Penny Germany 817 W. Cherry Street Payson, AZ 85541	Unserved	\$0.00 \$0.00		N/A	0 2
6/15/2011	6/16/2011	GC Parcel #302-36-008	Town of Payson - Community Development Department	Elsie Steward & Allen Blanche 217 W. Saddle Lane Payson, AZ 85541	Frankie Stiner 217 W. Saddle Lane Payson, AZ 85541	\$0.00 \$0.00		N/A	0 1
6/15/2011	6/22/2011	2011CR00291 Summons	State of Arizona	Tony James Thiele 5 Thiele Lane Oxbow Estates Payson, AZ 85541	Unserved	\$0.00 \$0.00		Gila County Superior Court	0 1
6/17/2011	6/17/2011	2010TR3951 Subpoena	State of Arizona	GCSO, Deputy M. Hill Joshua Donavan Reyna GCSO 108 W. Main Street Payson, AZ 85541	GCSO Clipboard 108 W. Main Street Payson, AZ 85541	\$0.00 \$0.00		Payson Regional Justice Court	0 1
6/17/2011	7/17/2011	2011TR001350 Subpoena	State of Arizona	GCSO, Deputy R. Vaughn Leon Travis Long 108 W. Main Street Payson, AZ 85541	GCSO Clipboard 108 W. Main Street Payson, AZ 85541	\$0.00 \$0.00		Payson Regional Justice Court	0 1
6/17/2011	6/17/2011	2011CR000236 Subpoena	State of Arizona	GCSO, Deputy Wayne Dorsett Andy Romance 108 W. Main Street Payson, AZ 85541	GCSO Clipboard 108 W. Main Street Payson, AZ 85541	\$0.00 \$0.00		Payson Regional Justice Court	0 1
6/17/2011	6/17/2011	2011TR001886 Subpoena	State of Arizona	Department of Public Safety, Ofc. Montgomery Franchesca Gonzales Department of Public Safety Payson, AZ 85541	DPS Clipboard - Payson Payson DPS Office Payson, AZ 85541	\$0.00 \$0.00		Payson Regional Justice Court	0 1
6/17/2011	6/17/2011	2011TR001714 Subpoena	State of Arizona	U.S. Forest Service, Ofc. D. Adams Scott Pepe Payson Office-U.S. Highway 260 Payson, AZ 85541	GCSO Clipboard 108 W. Main Street Payson, AZ 85541	\$0.00 \$0.00		Payson Regional Justice Court	0 1

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Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
6/20/2011	6/21/2011	2011JV00071; Petition 2011-1	State of Arizona	[REDACTED], minor c/o Alvin Bahe & Carla Gardner, parents	Roleen John	\$0.00		Gila County Juvenile Court	0
		Notice To Appear; Petition	Shawn Elliott Bahe	306 E. Wade Lane Payson, AZ 85541	306 E. Wade Lane Payson, AZ 85541	\$0.00			1
6/21/2011	6/21/2011	2010CR000418	State of Arizona	Department of Public Safety, Ofc. Montgomery	DPS Clipboard - Payson	\$0.00		Payson Regional Justice Court	0
		Subpoena	Michael James Groessl	Department of Public Safety Payson, AZ 85541	Payson DPS Office Payson, AZ 85541	\$0.00			1
6/21/2011	6/21/2011	2010CR000468	State of Arizona	Payson Police Department, Ofc. J. LaManna	PPD Dispatch	\$0.00		Payson Regional Justice Court	0
		Subpoena	Randy Allen Jarrell	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
6/21/2011	6/27/2011	2011CV416-OP	Harold Corbin	Laura L. Cannon	Laura L. Cannon	\$0.00		Payson Regional Justice Court	0
		Order Of Protection	Laura L. Cannon	The New Ewe 212 W. Main Street Payson, AZ 85541	Safeway Supermarket 401 E. Highway 260 Payson, AZ 85541	\$0.00			3
6/23/2011	6/24/2011	2011TR1350	State of Arizona	Leon Travis Long	Emerald Jean Stackle	\$0.00		Payson Regional Justice Court	0
		Trial Notice	Leon Travis Long	242 W. Johnson Boulevard Tonto Village, AZ 85541	242 W. Johnson Boulevard Tonto Village, AZ 85541	\$0.00			1
6/23/2011	6/24/2011	2010-330	State of Arizona	[REDACTED] c/o Richard Besej	Richard Besej	\$0.00		Gila County Superior Court	0
		Subpoena	Ronald Hughes Johns	Tonto Basin Hardware Store 241 S. Butcher Hook Drive Tonto Basin, AZ 85553	Tonto Basin Hardware Store 241 S. Butcher Hook Drive Tonto Basin, AZ 85553	\$0.00			1
6/23/2011	6/23/2011	2010-330	State of Arizona	GCSO, Detention Officer Dennis Foil	GCSO Clipboard	\$0.00		Gila County Superior Court	0
		Subpoena	Ronald Hughes Johns	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
6/23/2011	6/23/2011	2011CR00309	State of Arizona	Jamie Ray Montbleau	Jamie Ray Montbleau	\$0.00		Gila County Superior Court	0
		Summons	Jamie Ray Montbleau	407 W. Frontier Street Payson, AZ 85541	1304 N. Beeline Highway, #17 Payson, AZ 85541	\$0.00			2
6/23/2011	6/23/2011	2003JV132; Petition 2011-1	State of Arizona	[REDACTED], minor c/o Alex Mouraux & Cierra Mouraux	Alex Dennis Mouraux	\$0.00		Gila County Juvenile Court	0
		Notice To Appear; Petition	Jonathan J. Bluebird	502 W. Main Street Payson, AZ 85541	502 W. Main Street Payson, AZ 85541	\$0.00			3
6/23/2011	6/24/2011	2011CV422-OP	Jessica Faye Tappan	Travis Squire Hill	Travis Squire Hill	\$0.00		Payson Regional Justice Court	0
		Order Of Protection	Travis Squire Hill	212 E. Aero, #A Payson, AZ 85541	300 W. Bonita Street, #15 Payson, AZ 85541	\$0.00			4
6/24/2011	6/29/2011	2011CV424-OP	Bertha Chavez	Scott Daniel Jackson	Scott Daniel Jackson	\$0.00		Payson Regional Justice Court	0
		Order Of Protection	Scott Daniel Jackson	301 W. Bonita Street, #5 Payson, AZ 85541	1908 N. McLean Payson, AZ 85541	\$0.00			5
6/24/2011	6/27/2011	2011TR001519	State of Arizona	Department of Public Safety, Ofc. H. Thomason	DPS Clipboard - Payson	\$0.00		Payson Regional Justice Court	0
		Subpoena	Alissa McCormack	Department of Public Safety-Payson Office	Payson DPS Office Payson, AZ 85541	\$0.00			1

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Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
6/24/2011	6/27/2011	2011TR002006	State of Arizona	Department of Public Safety, Ofc. H. Thomason	DPS Clipboard - Payson	\$0.00		Payson Regional Justice Court	0
		Subpoena	Michael Wales	Department of Public Safety-Payson Office	Payson DPS Office Payson, AZ 85541	\$0.00			1
6/24/2011	6/24/2011	2011TR001709	State of Arizona	GCSO, Deputy R. Vaughn	GCSO Clipboard	\$0.00		Payson Regional Justice Court	0
		Subpoena	Larry Smith	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
6/24/2011	6/24/2011	2011TR001426	State of Arizona	GCSO, Deputy Bylina	GCSO Clipboard	\$0.00		Payson Regional Justice Court	0
		Subpoena	Kenneth Hagan	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
6/24/2011	6/24/2011	2011TR001752	State of Arizona	GCSO, Deputy R. Chagolla	GCSO Clipboard	\$0.00		Payson Regional Justice Court	0
		Subpoena	Andrew Byrne	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
6/24/2011	6/24/2011	2010-330	State of Arizona	Ralph Louis Cortiana	Ralph Louis Cortiana	\$0.00		Gila County Superior Court	0
		Subpoena	Ronald Hughes Johns	195 Desert Rose Tonto Basin, AZ 85553	195 Desert Rose Tonto Basin, AZ 85553	\$0.00			1
6/24/2011	6/24/2011	CP1012-004; Parcel #304-31-05	Gila County Community Development Division	Nelly Jean Gorslin	Christine Whetstone	\$0.00		N/A	0
		Default Judgment; Notice Of Right To Appeal	Rickie Paul Wood & Nelly Jean Golslin	326 S. River Road Gisela, AZ 85541	326 River Road Payson, AZ 85541	\$0.00			3
6/24/2011	6/24/2011	CP1012-004; Parcel #304-31-05	Gila County Community Development Division	Rickie Paul Wood & Nelly Jean Golslin	Rickie Paul Wood	\$0.00		N/A	0
		Default Judgment; Notice Of Right To Appeal	Rickie Paul Wood & Nelly Jean Golslin	326 S. River Road Gisela, AZ 85541	Tideos Steak House Tatum & Sycamore Gisela, AZ 85541	\$0.00			3
6/24/2011	6/27/2011	2011CV428-OP	Laura L. Cannon	Harold Corbin	Harold Corbin	\$0.00		Payson Regional Justice Court	0
		Order Of Protection	Harold Corbin	125 Briggs Circle Payson, AZ 85541	125 Briggs Circle Payson, AZ 85541	\$0.00			2
6/27/2011	6/27/2011	2011CV356-OP	Nancy Barnwell	Georg Reykowski, III	Georg Reykowski, III	\$0.00		Payson Regional Justice Court	0
		Amended Order of Protection	Georg Reykowski, III	In Custody-GCSO Jail Globe, AZ 85501	In Custody-GCSO Jail Globe, AZ 85501	\$0.00			1
6/27/2011		2007JV094; Petition 2011-1	State of Arizona	[REDACTED], minor		\$0.00		Gila County Juvenile Court	0
		Notice To Appear; Petition	Joseph Estaphan Ferris	1000 W. Rocky Road Payson, AZ 85541		\$0.00			0
6/27/2011		2007JV094; Petition 2011-2	State of Arizona	[REDACTED], minor		\$0.00		Gila County Juvenile Court	0
		Notice To Appear; Petition	Joseph Estaphan Ferris	1000 W. Rocky Road Payson, AZ 85541		\$0.00			0
6/28/2011	6/30/2011	2011CR012258	State of Arizona	John Wesley Browning	John Wesley Browning	\$0.00		Payson Magistrate Court	0
		Summons	John Wesley Browning	715 W. Saddle Lane Payson, AZ 85541	209 Phoenix Street Payson, AZ 85541	\$0.00			4

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Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
6/28/2011	6/29/2011	2011CR000285 Summons	State of Arizona Raymond Jensen, Jr.	Raymond Jensen, Jr. 607 S. Beeline Highway, #19 Payson, AZ 85541	Raymond Jensen, Jr. 607 S. Beeline Highway, #19 Payson, AZ 85541	\$0.00 \$0.00		Payson Regional Justice Court	0 2
6/28/2011	6/30/2011	2011TR002028 Summons	State of Arizona Kenneth James Hall	Kenneth James Hall 391 N. Javelina Beaver Valley, AZ 85541	Kenneth James Hall 391 N. Javelina Beaver Valley, AZ 85541	\$0.00 \$0.00		Payson Regional Justice Court	0 2
6/28/2011	6/30/2011	2011CR12149 Subpoena	State of Arizona Lee Edward Littler	Rebecca Lynn Hays 202 W. Cherry Street, #B Payson, AZ 85541	Unservd	\$0.00 \$0.00		Payson Magistrate Court	0 6
6/28/2011	6/29/2011	2011CR12149 Subpoena	State of Arizona Lee Edward Littler	Dashney Melton Safeway Supermarket 401 E. Highway 260 Payson, AZ 85541	Dashney Melton 94 Rainbow Drive Star Valley, AZ 85541	\$0.00 \$0.00		Payson Magistrate Court	0 2
6/28/2011	6/29/2011	2011CR12149 Subpoena	State of Arizona Lee Edward Littler	Dan Dillon, Manager Safeway Supermarket 401 E. Highway 260 Payson, AZ 85541	Dan Dillon, Manager Safeway Supermarket 401 E. Highway 260 Payson, AZ 85541	\$0.00 \$0.00		Payson Magistrate Court	0 1
6/28/2011	6/29/2011	2011CR12149 Subpoena	State of Arizona Lee Edward Littler	Payson Police Department, Ofc. B. Buckner 303 N. Beeline Highway Payson, AZ 85541	PPD Dispatch 303 N. Beeline Highway Payson, AZ 85541	\$0.00 \$0.00		Payson Magistrate Court	0 1
6/29/2011	6/29/2011	2011TR001835 Subpoena	State of Arizona Shadow Coleman	GCSO, Deputy T. Hensley 108 W. Main Street Payson, AZ 85541	GCSO Clipboard 108 W. Main Street Payson, AZ 85541	\$0.00 \$0.00		Payson Regional Justice Court	0 1
6/29/2011		2011CV437-OP Order Of Protection	Alutha Skidmore Delbert Skidmore	Delbert Skidmore Unknown Unknown, Montana Unknown		\$0.00 \$0.00		Payson Regional Justice Court	0 0

**MILEAGE FOR THE MONTH          JUNE          2011**

DATE	MILES DRIVEN BY B-185		MILES DRIVEN BY B-12	
6/1	X		X	
6/2	X		X	
6/3	X		X	
6/6	X		65	
6/7	X		75	
6/8	X		20	
6/9	X		102	
6/10	140		X	
6/13	89		X	
6/14	39		X	
6/15	89		X	
6/16	X		93	
6/17	73		X	
6/20	91		X	
6/21	142		X	
6/22	150		X	
6/23	52		X	
6/24	143		X	
6/27	X		87	
6/28	X		42	
6/29	X		84	
6/30	X		58	
<b>22 DAYS</b>	<b>1008</b>		<b>626</b>	

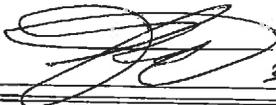
**Total Miles Driven  
By The Constable's Office      1634      JUNE      2011**

**GILA COUNTY TREASURER'S RECEIPT  
GILA COUNTY, ARIZONA**

DATE June 29, 2011

GRANT # \_\_\_\_\_  
 DEPOSIT TO FUND Gila County Treasurer FUND # T-9162061  
 REMITTING DEPT Payson Regional Constable  
 SERVICE RENDERED Az Constables Association Ethics Committee Fund - Write fees collected

Account Code	Revenue Description	Amount
T-9162061	Payson Regional Constable Ethics Committee Fund - fees collected for writs served from June 1-28, 2011 8 @ \$5.00/each Reference our check # 2263 dated June 29, 2011	\$45.00
		\$45.00

Authorized Signature  3230 Title Payson Regional Constable # 324

SUMMARY OF DEPOSIT

Currency	
Coins	
Checks	
Total	

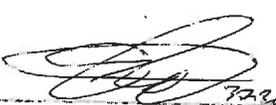
TREASURER By \_\_\_\_\_ Date \_\_\_\_\_  
 TREASURER 98310

**PAYSON CONSTABLE**  
 108 W. MAIN ST. 928-474-3844  
 PAYSON, AZ 85541

2263  
 81-527/1221 8128  
 0703680464

PAY TO THE ORDER OF Gila County Treasurer DATE June 29, 2011  
Forty-five and no/100 \$ 45.00  
 DOLLARS

FOR Write fees collected for June 1-28, 2011

 3230

⑈0000002263⑈ ⑈122105278⑈ 0703680464⑈



**ARF-707**

**Item #: 5- K**

**Regular BOS Meeting**

**Date: 08/02/2011**

**Reporting Period:** Globe Regional Justice of the Peace Monthly Report for June 2011

**Submitted For:** Mary Navarro, Justice Court Operations Mgr

**Submitted By:** Mary Navarro, Superior Court

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**Information**

**Subject**

Globe Regional Justice of the Peace Monthly Report for June 2011

**Suggested Motion**

Approval of the June 2011 monthly departmental activity report submitted by the Globe Regional Justice of the Peace.

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**Attachments**

Link: [Globe Regional Justice Court Report for June, 2011](#)

Link: [Globe Regional Justice Court report for June 2011](#)

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JUNE, 2011 FUND NAME	AZTEC CODE	ACCOUNT CODE	ACCOUNT CODE	TOTAL AMOUNT ALLOCATED	5% FILL THE GAP SET ASIDE	ADJUSTED BALANCE
Child Passenger Restraint	ZCPRF		STATE	\$ -	\$ -	\$ -
Drug and Gang Enforcement Fines	ZDECJ		STATE	\$ 1,161.71	\$ 58.09	\$ 1,103.62
FARE Special Collection Fee 19%	ZFAR1		STATE	\$ 3,269.06		\$ 3,269.06
FARE Delinquency Fee \$35.00	ZFAR2		STATE	\$ 2,849.83		\$ 2,849.83
Game and Fish - Wildlife	ZGF		STATE	\$ -	\$ -	\$ -
Extra DUI Assessment \$500	ZGFDU		STATE	\$ 2,008.01	\$ 100.41	\$ 1,907.60
HURF 1 28-5438, 2533C	ZHRF1		STATE	\$ 26.50	\$ 1.33	\$ 25.17
HURF 3 28-5433C, 4139	ZHRF3		STATE	\$ 240.00	\$ 12.00	\$ 228.00
HURF - to DPS	ZHRFD		STATE	\$ 60.00	\$ 3.00	\$ 57.00
Registrar of Contractors	ZRCA		STATE	\$ -	\$ -	\$ -
Display Suspended Plates (DPS)	ZSLPD		STATE	\$ -	\$ -	\$ -
State Photo Enforcement Base Fine	ZSPBF		STATE	\$ 103.93	\$ 5.20	\$ 98.73
State Photo Enforcement Clean Election Surcharge	ZSPCE		STATE	\$ 10.39	\$ 0.52	\$ 9.87
Alternative Dispute Resolution	ZADR		T848-2061	\$ 48.14	\$ 2.41	\$ 45.73
Arson Detection Reward Fund 41-2167D	ZADRF		T901-2061	\$ -	\$ -	\$ -
Citizens Clean Elections	ZCEF		T888-2061	\$ 1,824.19		\$ 1,824.19
Criminal Justice Enhancement 67%	ZCJEF		T812-2061	\$ 8,781.03	\$ 439.06	\$ 8,341.97
Defensive Driving Diversion Fee	ZDDS	1005.311-3510.10	X105-4831	\$ 980.00	\$ 49.00	\$ 931.00
DNA State Surcharge 3% 12-116.01C	ZDNAS		T872-2061	\$ 1,021.94	\$ 51.10	\$ 970.84
DUI Abatement	ZDUIA		T889-2061	\$ 500.00	\$ 25.00	\$ 475.00
Elected Officials Retirement Fund 15.30%	ZEORF		T801-2061	\$ 359.74	\$ 17.99	\$ 341.75
Extra Adult Probation Assessment	ZEXAP	4042.335-3405.30	X25001335-4835	\$ 55.28	\$ 2.77	\$ 52.51
Base Fees (General Fund)	ZFEE	1005.311-3400.15	X105-4615	\$ 1,007.57	\$ 50.38	\$ 957.19
Base Fines (General Fund)	ZFINE	1005.311-3510.10	X105-4831	\$ 17,345.07	\$ 867.26	\$ 16,477.81
Fill the Gap Surcharge 7%	ZFTGS		T870-2061	\$ 1,258.87	\$ 62.95	\$ 1,195.92
Failure To Pay Warrant Surcharge 10%	ZFTPS	1005.311.3400.17	X10501311-4861	\$ -	\$ -	\$ -
HURF - to Sheriff's Office 28-5533G	ZHRFS	1005.300-3400.15	X1050234-4615	\$ -	\$ -	\$ -
Judicial Collection Enhancement \$7	ZJCL	4740.311-3400.15	X357-4615	\$ 1,048.44		\$ 1,048.44
Judicial Collection Enhancement Local %	ZJCLF	1005.311-3400.15	X105-4615	\$ 160.02	\$ 8.01	\$ 152.01
Judicial Collection Enhancement \$13	ZJCS		T840-2061	\$ 1,950.51		\$ 1,950.51
Judicial Collection Enhancement %PC	ZJCSF		T840-2061	\$ 366.23	\$ 18.32	\$ 347.91
Jail (Incarceration) Fees	ZJF	1005.300-3405.40	X10502442-4651	\$ 2,455.76		\$ 2,455.76
Local Costs	ZLCL1-5	1005.311-3400.10	X105-4450	\$ 286.21	\$ 14.32	\$ 271.89
Cost of Prosecution Reimbursement 60%	ZLCL6	3544.301-3360.50	X182-4620	\$ 207.51		\$ 207.51
Cost of Prosecution Reimbursement 40%	ZLCL6	4574.333-3400.16	X22601333-4864	\$ 138.33		\$ 138.33
County Attorney Bad Check Program	ZLCL7	3545.301-3360.50	X183-4620	\$ 108.83	\$ 5.45	\$ 103.38
Miscellaneous Fees - Local	ZMISC	1005.311-3400.15	X105-4615	\$ 408.80	\$ 20.44	\$ 388.36
Medical Services Enhancement 13%	ZMSEF		T813-2061	\$ 2,459.02	\$ 122.96	\$ 2,336.06
Overpayment Forfeited	ZOVF	1005.311.3510.10	X105-4831	\$ 149.92	\$ 7.50	\$ 142.42
Adult Probation Fee	ZPBA	4042.335-3405.30	X25001335-4835	\$ 245.10	\$ 12.26	\$ 232.84
Prison Construction Fund	ZPCOF		T808-2061	\$ 4,029.33	\$ 201.47	\$ 3,827.86
Probation Surcharge 2006 (\$10.00)	ZPRS6		T871-2061	\$ 302.91	\$ 15.15	\$ 287.76
Probation Surcharge 2009 (\$20.00)	ZPRS9		T871-2061	\$ 6,296.90	\$ 314.85	\$ 5,982.05
Probation Surcharge \$5.00	ZPRSU		T871-2061	\$ 119.32	\$ 5.97	\$ 113.35
Public Defender Fees	ZPUBZ	1005.345-3350.00	X105-4429	\$ 338.65		\$ 338.65
Reimbursement to County Attorney 60%	ZREIM	3544.301.3360.50	X182-4620	\$ 3,059.67		\$ 3,059.67
Reimbursement to County Attorney 40%	ZREIM	4574.333.3400.16	X22601333-4864	\$ 2,039.78		\$ 2,039.78
State Highway Fund	ZSHWY			\$ -	\$ -	\$ -
State Highway Work Zone Fund	ZSHWZ		T855-2061	\$ -	\$ -	\$ -
Display Suspended Plates (Sheriff's Office)	ZSLPS	1005.300-3510.10	X105-4264	\$ 263.49	\$ 13.18	\$ 250.31
Victims Assistance Fund	ZVAF		T814-2061	\$ -	\$ -	\$ -
DARE - Sheriff's Office	ZDASO		SHERIFF D.A.R.E	\$ 60.00	\$ 3.00	\$ 57.00
HURF - to City Police	ZHRFC		CITY POLICE	\$ -	\$ -	\$ -
Display Suspended Plates (City Police)	ZSLPC		CITY POLICE	\$ -	\$ -	\$ -
<b>TOTALS</b>				<b>\$ 69,405.99</b>	<b>\$ 2,511.35</b>	<b>\$ 66,894.64</b>
				<b>TOTAL ADJUSTED BALANCE VERIFICATION</b>		<b>\$ 66,894.64</b>
				<b>TOTAL RESTITUTION RECEIVED</b>		<b>\$ 2,260.37</b>
				<b>TOTAL RECEIPTS THIS MONTH</b>		<b>\$ 71,666.36</b>

DATE	CHECK NO.	AMOUNT	MONTHLY REMITTANCE TO:
7/10/2011	5933	\$ 9,548.88	ARIZONA STATE TREASURER
7/10/2011	5934	\$ 59,800.11	GILA COUNTY TREASURER
7/10/2011	5935	\$ 57.00	GILA COUNTY SHERIFF D.A.R.E.
		\$ -	CITY POLICE SUSPENDED PLATES
		<b>\$ 69,405.99</b>	<b>TOTAL DISTRIBUTIONS THIS MONTH</b>
		<b>\$ 49,533.19</b>	<b>CHECKBOOK BALANCE AFTER REMITTANCES</b>

I, Gary Goettman, Justice of the Peace for the Globe Regional Justice Court, do hereby certify that the foregoing is a true and correct account of funds collected by me for the month of JUNE, 2011. *To the best of my knowledge, information & belief*

Justice of the Peace

Subscribed and Sworn to before me this 12th day of June

Notary Public

My Commission Expires: 12-12-2011

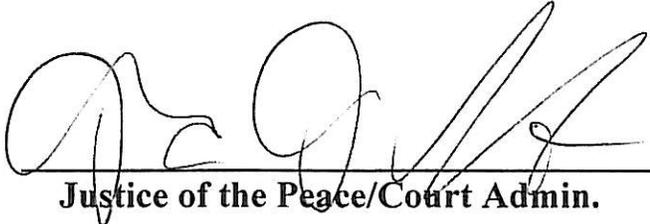


**GLOBE REGIONAL JUSTICE COURT  
MONTHLY TRUST REPORT**

**For the Month of: June, 2011**

**BONDS**

<b>BALANCE AT THE BEGINNING OF THE MONTH</b>	<b>\$29,494.38</b>
<b>RECEIVED DURING THE MONTH</b>	<b>\$30,794.04</b>
<b>DISBURSED DURING THE MONTH</b>	<b>\$9,470.94</b>
<b>BALANCE AT THE END OF THE MONTH</b>	<b>\$50,817.48</b>



**Justice of the Peace/Court Admin.**

\*Auditor General: Monthly trust report-summarize the courts bond and deposit transactions - although bond and deposit monies remain in the court bonds account, it must be included in financial reports – the report must be filed with the county disbursement and it must indicate beginning balances, deposits, withdrawals and balances due.

**ARF-704**

**Item #: 5- L**

**Regular BOS Meeting**

**Date: 08/02/2011**

**Reporting Period:** Human Resources reports for the weeks of 7/26/11 and 8/2/11

**Submitted For:** Erica Raymond, Human Resources Assistant

**Submitted By:** Erica Raymond, Human Resources

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**Information**

**Subject**

Human Resources report for the weeks of July 26, 2011 and August 2, 2011.

**Suggested Motion**

Approval of the Human Resources reports for the weeks of July 26, 2011, and August 2, 2011.

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**Attachments**

Link: [07/26/11 Human Resources Agenda](#)

Link: [08/02/11 Human Resources Agenda](#)

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**HUMAN RESOURCES ACTION ITEMS**  
**JULY 26, 2011**

DEPARTURES FROM COUNTY SERVICE:

1. Cheryle H. Wood – Payson Constable – Constable Clerk – 08/13/11 – General Fund – DOH 07/05/05 – Retirement

TEMPORARY HIRES TO COUNTY SERVICE:

2. Sarah Chavez – Health and Emergency Services – Accounting Clerk – 07/25/11 – Various Funds

END PROBATIONARY PERIOD:

3. Leonard McIntosh – Probation – Juvenile Detention Officer – 07/31/11 – General Fund
4. Lauryn Mooney – Probation – Administrative Clerk Sr. – 07/31/11 – Various Funds
5. Michael Collett – Probation – Juvenile Detention Officer – 07/31/11 – General Fund
6. Patricia Balderree – Probation – Juvenile Detention Officer – 07/31/11 – General Fund
7. Erika Pisano – Probation – Deputy Probation Officer 1 – 07/31/11 – Various Funds
8. Karen Miller – Public Fiduciary – Fiduciary Services Specialist – 08/21/11 – General Fund
9. Mark Warden – Public Works – Building Maintenance Technician Sr. – 06/06/11 – Facilities Management Fund

REQUEST PERMISSION TO POST:

10. Public Works – Accountant Senior – Vacated by Gloria Aguirre – Date Vacated – Position not being vacated
11. Public Works – Building Maintenance Technician Sr. – Vacated by Billy Stevens – Date Vacated 01/31/11

**SHERIFF'S PERSONNEL ACTION ITEMS**

END PROBATIONARY PERIOD:

12. Linda R. Allinson – Sheriff's Office – Administrative Clerk – 08/16/11 – General Fund

**HUMAN RESOURCES ACTION ITEMS**  
**AUGUST 2, 2011**

DEPARTURES FROM COUNTY SERVICE:

1. Linda Isban – Probation – Probation Aide – 07/29/11 – Various Funds – DOH 06/21/00 – Resignation
2. Curtis Johnson – Constituent Services II – Temporary Laborer – 06/17/11 – General Fund – DOH 08/16/10 – Temporary position
3. Candyce Gabler – Health Services – Influenza Educator – 07/15/11 – Public Health Emergency Response H1N1 Fund – DOH 2/14/11 – Temporary position
4. Kayla VanCleave – Health Services – Influenza Planner – 07/15/11 – Public Health Emergency Response H1N1 Fund – DOH 2/14/11 – Temporary position
5. Sterling Udom – Health Services – Influenza Surveillance Specialist – 07/15/11 – Public Health Emergency Response H1N1 Fund – DOH 02/28/11 – Temporary position

END PROBATIONARY PERIOD:

6. Christine Lovato – Probation – Juvenile Detention Officer – 08/14/11 – General Fund
7. Vicki DeAnda – Finance – Account Clerk – 07/10/11 – General Fund

POSITION REVIEW:

8. Christopher Beamon – Probation – Juvenile Detention Shift Supervisor – 08/01/11 – Change to Exempt status
9. Deloris Rascon – Probation – Juvenile Detention Shift Supervisor – 08/01/11 – Change to Exempt status
10. Nancy Hannigan – Probation – Juvenile Detention Shift Supervisor – 08/01/11 – Change to Exempt status
11. Jessica Ortega – Probation – Juvenile Detention Shift Supervisor – 08/01/11 – Change to Exempt status
12. Judy Alexander – Probation – Administrative Clerk Sr. – 07/04/11 – Change in number of hours worked from 19 to 40 hours per week