

PURSUANT TO A.R.S. SECTION 38-431.01, THE GILA COUNTY BOARD OF SUPERVISORS WILL HOLD AN OPEN MEETING IN THE SUPERVISORS' AUDITORIUM, 1400 EAST ASH STREET, GLOBE, ARIZONA. ONE OR MORE BOARD MEMBERS MAY PARTICIPATE IN THE MEETING BY TELEPHONE CONFERENCE CALL OR BY INTERACTIVE TELEVISION VIDEO (ITV). **ANY MEMBER OF THE PUBLIC IS WELCOME TO ATTEND THE MEETING VIA ITV WHICH IS HELD AT 610 E. HIGHWAY 260, BOARD OF SUPERVISORS' CONFERENCE ROOM, PAYSON, ARIZONA.** THE AGENDA IS AS FOLLOWS:

REGULAR MEETING - TUESDAY, NOVEMBER 13, 2012 - 10 A.M.

- 1 Call to Order - Pledge of Allegiance – Invocation
- 2 **PRESENTATIONS:**
 - A Public recognition of 3 employees for October's "Spotlight on Employees" Program, as follows: Stephanie Casillas, Lyndi Lopez and Stephanie Szpotowski. **(Juley Bocardo-Homan)**
- 3 **REGULAR AGENDA ITEMS:**
 - A Information/Discussion/Action to approve a Non-Exclusive License Agreement between Gila County and Telink Networks, SW, LLC for the co-location of communications equipment in the Gila County communications site on Mt. Ord for a period of three (3) years beginning November 13, 2012, and ending November 13, 2015. **(Michael O'Driscoll)**
 - B Information/Discussion/Action to approve a one-time Economic Development Grant in the amount of \$25,000 to the Town of Miami for the continued operation and expansion of the Cobre Valley Community Transit System. Further that an Intergovernmental Agreement between Gila County and the Town of Miami be drafted and returned to the Board of Supervisors for approval prior to the distribution of funds. **(Jerry Barnes)**
 - C Information/Discussion/Action to approve an Intergovernmental Agreement-Economic Development Grant between Gila County and the Christopher-Kohl's Fire District for a grant not to exceed \$13,000 to purchase a replacement single emergency cardiac monitor for this remote area in Gila County; and further, the Board determines this is for the benefit of the public and will improve or enhance the economic welfare of the inhabitants of Gila County. **(Don McDaniel)**
 - D Information/Discussion/Action to approve a one-time lump sum payment to employees based upon the annual change in the Consumer Price Index (June 30, 2012 at 1.7%) per Alternative #3 and instruct staff to implement the payment in accordance with the details outlined in the Conclusion section of the staff report for this item at a total cost of approximately \$460,000. **(Don McDaniel)**
- 4 **CONSENT AGENDA ACTION ITEMS:**

- A Approval of Amendment No. 6 to an Intergovernmental Agreement (Contract No. DE111073001) between the Arizona Department of Economic Security and the Gila County Division of Community Services, Housing Services, changing the reimbursement ceiling for the service Case Management from \$320,006 to \$403,042, an increase of \$83,036; and changing the reimbursement ceiling for the service Community Services from \$150,000 to \$156,000, an increase of \$6,000, which includes \$6,000 "Carry Forward" funding, effective on the date of the last signature through June 30, 2013.
- B Authorization of the Chairman's signature on Amendment No. 1 to Subgrantee Agreement No. 11-AZDOHS-HSGP-888300-02 between the Arizona Department of Homeland Security and Gila County Emergency Management in order to extend the term of this Agreement through September 30, 2013.
- C Authorization of the Chairman's signature on a Memorandum of Understanding with the Arizona Department of Homeland Security (AZDOHS) stating that the \$40,000 awarded as AZDOHS Grant Agreement No. 999302-01 (Project Title: NECP Compliance and Interoperable Communications Gap Closure) be retained and managed by the Arizona Strategic Enterprise Technology Office in coordination with AZDOHS for the grant performance period of October 1, 2012, through September 30, 2013.
- D Authorization of the Chairman's signature on a Memorandum of Understanding with the Arizona Department of Homeland Security (AZDOHS) stating that the \$15,000 awarded as AZDOHS Grant Agreement No. 999302-02 (Project Title: TICP Development Workshop) be retained and managed by the Arizona Strategic Enterprise Technology Office in coordination with AZDOHS for the grant performance period of October 1, 2012, through September 30, 2013.
- E Authorization of the Chairman's signature on a Memorandum of Understanding with the Arizona Department of Homeland Security (AZDOHS) stating that the \$33,000 awarded as Grant Agreement No. 999302-03 (Project Title: East Region Training and Exercise) be retained and managed by the Arizona Division of Emergency Management in coordination with AZDOS for the grant performance period of October 1, 2012, through September 30, 2013.
- F Approval of Amendment No. 4 to an Intergovernmental Agreement (Contract No. ADHS11-004485) between Gila County Division of Health and Emergency Services and the Arizona Department of Health Services in the amount of \$313,130 to extend services for the period of October 1, 2012, through September 30, 2013.
- G Ratification of the Board of Supervisors' authorization for the County Manager's signature on a Special Event Liquor License Application submitted by the Lion's Club of Globe, Arizona, Inc. to serve liquor on November 10, 2012.

- H Approval to accept an Application for Franchise submitted by Collins Ranch Water Users' Association to renew its franchise for an additional 15 years in order to continue providing domestic and residential water to its members, and set a public hearing date of Tuesday, December 4, 2012, at 10:00 a.m. to consider the granting of said Franchise.
- I Approval of the September 2012 monthly activity report submitted by the Globe Regional Justice Court.
- J Approval of the September 2012 monthly activity report submitted by the Payson Regional Constable's Office.
- K Approval of the September 2012 monthly activity report submitted by the Clerk of the Superior Court.
- L Approval of the September 2012 monthly activity report submitted by the Recorder's Office.
- M Approval of the September 2012 monthly activity report submitted by the Payson Regional Justice of the Peace.
- N Approval of the September 25, 2012, October 9, 2012, and October 16, 2012, BOS meeting minutes.
- O Acknowledgment of the Human Resources Reports for the weeks of October 2, 2012, October 9, 2012, October 16, 2012, October 23, 2012, and October 30, 2012.
- P Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of October 8, 2012, to October 12, 2012 and October 15, 2012 to October 19, 2012.
- Q Approval of finance reports/demands/transfers for the weeks of October 23, 2012, October 30, 2012, November 6, 2012, and November 13, 2012.
- 5 **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(H), 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.
- 6 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-1529

Presentation Agenda Item 2- A

Regular BOS Meeting

Meeting Date: 11/13/2012

Submitted For: Berthan Submitted By:

DeNero,
Human
Resources
Director

Erica Raymond, Human Resources
Assistant, Human Resources

Department: Human Resources

Information

Request/Subject

October 2012 "Spotlight on Employees" Program.

Background Information

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

Evaluation

n/a

Conclusion

n/a

Recommendation

To allow the Human Resources Department to publicly recognize 3 employees for October 2012 through the County's "Spotlight on Employees" Program.

Suggested Motion

Public recognition of 3 employees for October's "Spotlight on Employees" Program, as follows: Stephanie Casillas, Lyndi Lopez and Stephanie Szpotowski. **(Juley Bocardo-Homan)**

ARF-1545

Regular Agenda Item 3- A

Regular BOS Meeting

Meeting Date: 11/13/2012

Submitted For: Michael O'Driscoll, Health & Emergency Services Division Director

Submitted By: Debra Williams, Deputy Director of Emergency Services, Health & Emergency Services Division

Department: Health & Emergency Services Division Division: Emergency Services

Fiscal Year: CoFY2012-CoFY2015 Budgeted?: No

Contract Dates 11/13/2012 thru 11/13/2015 Grant?: No

Begin & End:

Matching No Fund?: New

Requirement?:

Information

Request/Subject

Non-Exclusive License Agreement with Telink Networks, SW, LLC.

Background Information

The County uses a wireless communications system in the course of carrying out its duties and maintains and periodically upgrades its wireless communications facilities within the County for this purpose. The County wireless communication systems consist of antennae sites, antennae towers and related antennae, radio and broadcasting equipment, repeater building space, electrical power and backup. One of these antennae sites is located on Mt. Ord. The tower space is leased from the Tonto National Forest by the Gila County Board of Supervisors. The Gila County Department of Emergency Management is assigned the task of managing the lease.

Evaluation

Telink Networks, SW, LLC. is building a statewide wireless emergency services communications system for the purpose of establishing and operating SACCNNet, a Public/Private Initiative, that was awarded a competitive bid through Graham County RFP #09/10-33.

The purpose of this federally grant funded communications system is to provide commercial broadband communication services to local government entities and community anchor institutions.

This project has been reviewed by site stakeholders at local, state and federal levels.

Conclusion

Acceptance of this Non-Exclusive License Agreement will allow Telink to co-locate in the Gila County communications site on Mt. Ord, make site improvements as necessary, and as approved by site stakeholders, for installation and maintenance of SACCNNet system equipment.

This agreement is for a period of three (3) years and may be renewed for no more than 3 terms to be authorized by the Gila County Board of Supervisors.

Recommendation

The Director of Health & Emergency Services recommends approval of a Non-Exclusive License Agreement between Gila County and Telink Networks, SW, LLC for a period of three (3) years beginning November 13, 2012, and ending November 13, 2015.

Suggested Motion

Information/Discussion/Action to approve a Non-Exclusive License Agreement between Gila County and Telink Networks, SW, LLC for the co-location of communications equipment in the Gila County communications site on Mt. Ord for a period of three (3) years beginning November 13, 2012, and ending November 13, 2015. **(Michael O'Driscoll)**

Attachments

Telink Agreement

GilaCo Resolution 09-01-01

SACCNNet Fact Sheet

Contract Pricing

SACCNNet SPO Contract

Mt Ord Site Plan-Exterior

Mt Ord Site Plan-Interior Estimate

Legal Explanation

NON-EXCLUSIVE LICENSE AGREEMENT

This Non-Exclusive License Agreement (the “Agreement”) is made effective this 13th day of November, 2012 (the “Effective Date”) and entered into by and between Telink Networks, SW, LLC, (“Telink”), a Nevada Limited Liability Company, and Gila County (the “County”), a political subdivision of the State of Arizona. Telink and the County shall collectively be referred to herein as the “Parties”.

RECITALS

- A. The County uses a wireless communications system in the course of carrying out its duties and maintains and periodically upgrades its wireless communications facilities within the county for this purpose. The County wireless communications systems consist of antennae sites, antennae towers and related antennae, radio and broadcasting equipment, repeater building space, electrical power and backup.
- B. Telink is building a statewide wireless emergency services communications system for the purpose of establishing and operating SACCNNet, a Public/Private Initiative, that was awarded a competitive bid through Graham County RFP #09/10-33.
- C. Through this agreement, the County commits to make space available in/on communications systems sites for co-location by Telink, where space, technical parameters and usage rights allow for non-interfering operations of both Parties’ communications services.
- D. The Parties will enter into “Site-Specific Supplemental Agreements” (“SSA’s”) that will define conditions for use of a specific County Site and any unique terms and conditions applicable to the County Site license. Such SSA’s will be reviewed annually by the Parties and updated, as needed, by the Gila County Board of Supervisors, or their designee, and Telink’s Operations Director.
- E. Consideration for the User Party’s use of a particular Hosting Site shall be determined on a case by case basis and shall be set forth with specificity in the SSA governing that Hosting Site as set forth in Paragraph 2 below.
- F. The Parties intend that all wireless communication system components installed pursuant to this Agreement will be provided by the User Party (as defined below).
- G. The Parties intend that the cost of installing and maintaining any wireless communication systems pursuant to this Agreement to be borne by the User Party.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and undertakings of the Parties hereinafter set forth, it is agreed as follows:

SECTION 1: PURPOSE AND SCOPE

The purpose of this Agreement is, where permissible, to make certain facilities owned, leased, licensed or controlled by Gila County available to the other party (the "User Party") for the co-location of communications equipment in order to provide each party with radio coverage and microwave connectivity for the specific support of public safety communications.

Gila County and Telink hereby mutually agree to make their Sites reasonably available as Hosting Sites to the extent that it is technically, operationally, financially and legally feasible to do so, pursuant to the terms and conditions of this Agreement.

SECTION 2: SITE-SPECIFIC SUPPLEMENTAL AGREEMENTS

With respect to each Site that has been agreed to be utilized as a Hosting Site, the Parties will negotiate a SSA.

Under this Agreement, neither party shall be entitled to the use of the other party's infrastructure or equipment; or shall the Host Party be obliged to allow the use of any of its real and personal property, equipment or infrastructure unless the Parties have executed a Site-Specific Supplemental Agreement ("SSA") for that particular Hosting Site. Each SSA shall be similar in form and substance to the form of SSA attached hereto as Exhibit A and will be approved or disapproved on a case-by-case basis. In determining whether to approve, disapprove or rescind an SSA, Gila County may consider any appropriate and relevant factors including, but not limited to: (i) the nature of the access and easement rights held by the Host Party; (ii) whether space and technical parameters allow for the non-interfering operations at the proposed Hosting Site of the Parties' existing services, co-located services and/or any new services proposed by the Parties; and (iii) whether the proposed Hosting Site is satisfactory and acceptable for purposes set forth by the requesting party. Additionally, the Host Party shall be entitled to determine an appropriate license fee, if any, for each Hosting Site. However, for any particular site the Parties may alternatively agree that reasonably equivalent mutual benefit is received from mutual access to existing infrastructure, including the cost savings from not having to have duplicate facilities and that such mutual benefit will constitute sufficient consideration for that particular site.

Upon execution of the SSA, the Host Party shall be deemed to have granted the User Party a license to use and occupy the real and personal property, equipment and/or infrastructure described in the SSA for the purposes stated therein. Each SSA shall be deemed to incorporate and shall be consistent with and subject to the terms and conditions of this Agreement. If the Hosting Site is leased, licensed or authorized to use by the Host Party or otherwise located on the real property owned or authorized to lease, license or grant use by a person or entity other than the Host Party, then the SSA shall be deemed to be subject to and subordinate to all terms of such lease, license, easement, other agreement and/or other requirements established by the lessor, licensee, grantor or owner of the Hosting Site. Unless first agreed

to in writing, the User Party will not use the Host Party's facilities for any purpose other than those specified in the SSA. The County hereby acknowledges and agrees that Telink, as an FCC-licensed common carrier, may also provide commercial broadband service to local government entities as requested. The User Party expressly acknowledges and agrees that its use of the Host Party's communication resources is expressly subject to that of the Host Party and of any existing tenants with rights prior in time to those of the User Party, which is deemed to be a priority use for purposes of this Agreement. If circumstances arise which constitute an emergency (as hereinafter defined), such that the Host Party must use capacity in the communication resource that is under use by the User Party, the Host party shall use good faith and best efforts to notify the User Party, as expeditiously as is practicable under the circumstances to enable the Parties to either address alternatives or to enable the User Party to redirect its use to other resources then available to it. For the purposes of this Agreement an "Emergency" shall mean an unforeseen, unplanned event that disrupts the normal operation of the Host Party's system, or any part thereof and which requires that the Host Party take or cause to be taken immediate, extraordinary action to mitigate, eliminate or avoid the effects of the event in order to avoid property damage to its own property or to the property of others, to avoid personal injury or death, or to avoid or minimize disruptions in its service to its customers that may result in property damages or loss of personal injury or both.

Neither this Agreement nor any SSA executed pursuant hereto shall be deemed to grant the User Party any legal or beneficial right, title, claim or interest in and to any real and personal property belonging to or authorized by the Host Party.

SECTION 3: USER PARTY RESPONSIBILITIES

For each Hosting Site which is made available hereunder by the Host Party to the User Party pursuant to an SSA, the User Party shall:

1. Provide, at its cost, to the Host Party, all design and engineering drawings for installation of any communications system components or other communication system support equipment to be installed at the Hosting Site except as provided in Section 4.1 below.
2. Provide, at its cost, any communication system components or other equipment to be installed at the Hosting Sites.
3. Provide, at its cost, for the installation of any of its communications system components or other equipment at the Hosting Site.
4. Maintain, at its cost, any of its communication system components or other equipment located at the Hosting Site using technical personnel from a service provider acceptable to the Host Party, and ensure that a technician/employee of either the Host Party or the User Party is present at the Hosting Site whenever such maintenance is performed by an outside service provider in or on buildings, towers, or other property or structures owned by the Host Party.
5. Provide, at its cost, for the removal of any of its communication-system components or other equipment from the Hosting Site.

6. Contact the designated Point of Contact of the Host Party to coordinate the installation or removal of equipment from the Hosting Site.
7. Provide the Host Party with current copies of any FCC licenses needed to operate communication equipment located at the Hosting Site.
8. Be responsible for notifying the Host Party when entering or leaving the Hosting Site (see Section 13 attached hereto for contact phone numbers).
9. Ensure that any of its communication system components or other equipment to be installed is of a type and frequency that will not damage or interfere with any property, equipment and/or television, radio or microwave reception or transmission of the Host Party or of any other authorized user of the Hosting Sites, and to compensate the Host Party if such damage occurs. If at any time the User Party's equipment causes interference to the Host Party's operations existing as of the Effective Date of an SSA, Host Party may require User Party to shut down, modify, remove or relocate the User Party's equipment at User Party's sole expense until a solution is found to rectify the interference.
10. Commission and fund a tower structural analysis by the tower manufacturer or by a structural engineer licensed as a Professional Engineer in the State of Arizona, and bear the costs of any necessary tower modifications indicated by such analysis in the event the Host Party determines that the addition of the User Party's antennas or equipment may exceed the load capacity of a tower.
11. Have the responsibility to determine that the communication resource, its design, installation, use, operation and maintenance is satisfactory and acceptable for its purposes. The Host Party will not be liable for any deficiencies in design, installation, use, operation and maintenance, except to the extent such deficiency results from the gross negligence or willful or intentional misconduct of the Host Party and the Host Party's actions are not otherwise authorized or excused under this Agreement. **NOTHING CONTAINED IN THIS AGREEMENT OR ANY EXHIBIT WILL BE INTERPRETED AS A WARRANTY OF ANY KIND, INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.**
12. Not use the Host Party's facility in violation of this Agreement, any law, rule, regulation or other order of any governmental authority having jurisdiction, or any franchise, license, agreement or certificate (collectively, the "Laws") relating to either Party's system.
13. Not do or permit anything to be done with respect to the Host Party's facilities that would invalidate or conflict with any insurance policies or warranties maintained by the Host Party or real property owner. Authorized personnel shall meet periodically or as needed or required to identify and determine what activities contemplated under this Agreement or any SSA might invalidate or conflict with any insurance policies or warranties maintained by the Host Party or real property owner.

14. Not do or permit anything to be done with respect to any property or grounds adjacent to, or in line-of- sight of, the Host Party facilities or equipment, without the express permission of the Host Party.

SECTION 4: HOST PARTY RESPONSIBILITIES

Fore each Hosting Site which is made available hereunder by the Host Party to the User Party pursuant to an SSA, the Host Party shall:

1. Provide building, ground and/or tower space for the installation of the User Party's communication system components and/or other equipment at the Hosting Site.
2. Provide backup alternating-current electrical power, where available.
3. Have the right to review and approve the engineering design of the User Party's communications resource and the right to inspect the completed construction to confirm expected system reliability.
4. Provide ongoing operation and maintenance of its own facilities, which are necessary to support the sharing of resources, consistent with accepted industry practice or standards and federal, state and local laws or regulations. Both Parties' authorized personnel shall meet from time to time as needed or required to develop written operating procedures that address the day to day operating considerations, such as scheduled maintenance and outages.

SECTION 5: TERM AND TERMINATION

The term of this Agreement shall be three (3) years, unless it is earlier terminated in whole or in respect to any particular SSA by either party. The Agreement may be renewed for no more than three (3) terms, on condition that both parties are in compliance with the provisions of this Agreement. Compliance will be reviewed every three (3) years from the Effective Date and renewal must be authorized by the Gila County Board of Supervisors.

Either party may terminate the Agreement or any SSA for any reason upon written notice to the other party six (6) months prior to the effective date of such termination. The notice period prescribed in this paragraph shall apply notwithstanding whether the natural expiration of this Agreement occurs during such notice period. In such event, this Agreement shall survive for the notice period.

Upon termination of this Agreement, the User Party shall, within a reasonable time period not to exceed six (6) months after the six (6) months notice period, remove any of its property and equipment from all Hosting Sites. Equipment to be removed will be specifically itemized on the most current annual inventory list on file with the Host Party Point of Contact. Equipment installed as permanent improvements to the building and/or site infrastructure will not be eligible for removal by the User Party, including air conditioning units, electrical upgrades and generators.

Similarly, upon the termination of an SSA, the User Party shall, within a reasonable time period, not to exceed six (6) months after the six (6) months notice period and, at its own cost, remove any of its

property and equipment from the Hosting Site subject to that SSA. Equipment to be removed will be specifically itemized on the most current annual inventory list on file with the Host Party Point of Contact.

In the event that a party fails to remove its property and equipment from a Hosting Site within the period of time as provided for in this Section, the Host Party may remove such property and equipment and return it to the User Party or to a mutually-agreed upon location. In such event, the User Party shall reimburse and compensate the Host Party for actual removal and transportation costs.

In the event that funds for the continuation of the Agreement are not appropriated by the Legislature of the State of Arizona and/or the Gila County Board of Supervisors, then upon thirty (30) days prior written notice and Telink's affirmation that it will not provide sufficient funds to continue the Agreement, the County may terminate the Agreement without penalty, future payment, or damages, subject to the notice provisions of this Section.

SECTION 6: EFFECTIVE DATE

This Agreement shall be effective upon the date executed by the Gila County Board of Supervisors.

SECTION 7: AMENDMENTS

This Agreement may be amended or changed only upon the written agreement of both Parties. SSA's shall be created or modified from time to time by both Gila County and Telink and shall be incorporated into this Agreement upon their approval and execution by both the Gila County Board of Supervisors and Telink.

SECTION 8: CONFLICT OF INTEREST

All Parties hereby are put on notice that this Agreement is subject to cancellation pursuant to Arizona Revised Statutes ("ARS") Section 38-511, the provision of which are incorporated herein. In the event of such cancellation, Telink shall be permitted a minimum of six (6) months to remove its facilities from any Gila County site.

SECTION 9: COMPLIANCE WITH LAWS

The Parties shall comply with all applicable federal, state and local laws, rules regulations, standards and executive orders, without limitations to those designated within this Agreement.

Arizona Law: The laws and regulations of the State of Arizona shall govern the rights of the Parties, the performance of this Agreement, and any disputes arising hereunder. Any action relating to this Agreement shall be brought in an Arizona court.

Telink agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09, including flow down and provisions and requirements to any subcontractors. Executive Order 2009-

09 supersedes Executive Order 99-4 and amends Executive Order 75-7 and may be viewed and downloaded at the Governor of the State of Arizona's website

http://www.azgovernor.gov/dms/upload/EO_2009_09.pdf which is hereby incorporated into this Agreement as is fully set forth herein. During the performance of this Agreement, Telink shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336,42 United States Code 12101-12213) and all applicable federal regulations under the Act, including 28 Code of Federal Regulations Parts 35 and 36. This paragraph and the paragraph directly above are required to appear in every County contract of any kind.

SECTION 10: LEGAL JURISDICTION

Any court action arising under this Agreement will be initiated and prosecuted in a state or federal court in Gila County, Arizona.

SECTION 11: INSURANCE

User Party shall carry adequate insurance to protect the Parties hereto against any and all claims, demands, actions, judgments, costs, expenses, and liabilities that may arise out of or result, directly or indirectly from User Party's activities in connection with this Agreement, except such liability as shall arise solely from the negligence, intentional acts, or omissions of the Host Party. The minimum amounts of such insurance shall be, as against liability arising from damage to property, one million dollars (\$1,000,000) as to any one occurrence, and, as against liability arising from injury to or death of persons, one million dollars (\$1,000,000) as to any one person, and one million dollars (\$1,000,000) as to any one occurrence. Automobile liability coverage for owned, non-owned and hired vehicles must be provided with limits in the amount of one million dollars (\$1,000,000) combined single limit, or one million dollars (\$1,000,000) bodily injury, one hundred thousand dollars (\$100,000) property damage. User Party also shall carry such insurance as will protect it from all claims under any workmen's compensation laws that are in effect and may be applicable to User Party. All insurance required hereunder shall remain in force for the entire term of this Agreement. The Host Party may adjust its minimum insurance requirements hereunder at any time provided the User Party is given at least thirty (30) days written notice prior to such adjustment.

User Party, during the term of this Agreement, including any renewals and any holding-over thereafter, shall provide the Host Party with current certificates of insurance evidencing that such insurance is in full force and effect, naming the Host Party as an additional insured, and is non-cancelable without at least thirty days' written notice to the Host Party. The certificates of insurance, as required herein, must be presented to the Host Party within ten (10) days of the Effective Date of this Agreement and on each anniversary date thereof during the term of the Agreement, including any renewals and any holding-over thereafter.

Notwithstanding anything in this Section 11 to the contrary, Gila County may self-insure against any or all of the risks enumerated in this Section 11, provided that its self-insurance is maintained in accordance with a bona fide plan or program of self-insurance which it shall have in force and effect at all

relevant times and which follows sound accounting practices. Upon request of the other, Gila County certify that its plan or program of self-insurance is in full force and effect and that it has sufficient cash reserves to meet the needs of such self-insurance plan or program.

SECTION 12: LIMITATION OF DAMAGES

IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES AS A RESULT OF ITS PERFORMANCE OR NONPERFORMANCE OF THIS AGREEMENT, OR ANY SITE-SPECIFIC SUPPLEMENTAL AGREEMENT.

SECTION 13: NOTICES

All notices or communications provided pursuant to this Agreement or any SSA shall be in writing and shall be sent to the other party delivered by: 1) first class certified or registered mail; 2) return receipt requested; 3) a nationally recognized overage courier; 4) postage prepaid; or 5) electronic confirmation of delivery and receipt facsimile or email provided to be effective when properly sent and received, refused, or returned undelivered. Any such notice or communication shall be sent to the Point of Contact for each Party at the following addresses:

Gila County Health and Emergency Services
Attn: Deputy Director of Emergency Management
5515 S. Apache Ave., Suite 400
Globe, AZ 85501
Office: (928) 402-8764
Fax: (928) 425-7714

Telink Networks SW, LLC.
Attn: Real Estate Department
10105 E. Via Linda, # 386
Scottsdale, AZ 85258
Office: (480) 313-4052
Fax: (866) 302-2220

SECTION 14: WAIVER

The waiver by either party of any breach of any term, covenant or condition contained in this Agreement will not be deemed a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition contained in this Agreement. Failure by either party to require or exact full and complete compliance with any part of this Agreement will not be construed as changing the terms of this Agreement and will not prevent either party from enforcing any provision of this Agreement.

SECTION 15: UNCONTROLLABLE FORCE

No party shall be considered to be in default in the performance of its obligations hereunder or under an SSA when failure of performance is due to an Uncontrollable Force. The term "Uncontrollable Force" shall mean any cause beyond the control of the party affected, including, but not limited to, failure of or the threat of failure of facilities, flood, radioactive contamination, sabotage, subversion, change in applicable laws or regulations, restraint by court order or public authority, and/or action or non-action by, or the inability to obtain the necessary authorizations or approvals from, any governmental agency or

authority, which by exercise of due diligence it shall be unable to overcome. Nothing contained herein shall be construed so as to require a party to settle any strike or labor dispute in which it may be involved.

SECTION 16: ENTIRE AGREEMENT

This document along with all executed Site-Specific Supplemental Agreements subject to this Agreement shall constitute the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Agreement may be modified, amended, altered or extended only by a written amendment signed by the Parties.

SECTION 17: ASSIGNMENT

Without the other Party's written consent, neither Party shall have the right to assign this Agreement or any part of its right or obligations hereunder.

SECTION 18: FAILURE TO PERFORM

If a Party fails to perform its obligations hereunder and does not cure such default, within ten (10) days or longer period as agreed upon by the Parties, after receipt of a notice of default by other Party, the other Party will be entitled to such remedies at law or in equity as are then available to it, subject to the limitations of Section 12, Limitation of Damages.

SECTION 19: AUTHORIZED REPRESENTATIVE

Each Party will designate an Authorized Representative and an alternate to act in absence of the Authorized Representative. Such Authorized Representative will be authorized by the Party designating such person to act on its behalf in carrying out those provisions of this Agreement designated to be responsibilities of the Authorized Representative. Each Party will notify the other Party within thirty (30) calendar days after execution of this Agreement of the designation of its Authorized Representative and alternate and will promptly notify the other Party of any subsequent changes in such designation. The Authorized Representatives of the Parties will have no authority to modify any of the provisions of this Agreement except as designated herein.

SECTION 20: NO THIRD PARTY RIGHTS; RELATIONSHIP OF THE PARTIES

Unless otherwise specifically provided in this Agreement, the Parties do not intend to create rights in, or to grant remedies to, any third party as a beneficiary of this Agreement or of any duty, covenant, obligation or undertaking established hereunder. Nothing in this Agreement constitutes a partnership or joint venture between the Parties and neither party is the principal or agent of the other. Neither Party will be authorized to act for or bind the other unless expressly agreed to otherwise in a written, executed agreement.

SECTION 21: DISPUTES

Any controversy or claim (except personal injury or property damage) relating to this Agreement which may arise between the Parties, and which is not resolved by the Authorized Representatives of the Parties, will be notified in writing by the complaining Party and will subsequently be reviewed and discussed between the appropriate executive officers of each Party as a condition precedent to any litigation. If the Parties mutually agree, claims, disputes or other matters in question may be submitted for mediation and/or arbitration and decided according to the Arizona Uniform Rules of Procedure for Arbitration. Demand for arbitration must be filed in writing with the other party to this Agreement.

In Witness Whereof, the Parties hereto agree to carry out the terms of this Agreement and have executed this Agreement as of the Effective Date.

GILA COUNTY BOARD OF SUPERVISORS

Telink Networks SW, LLC.

Tommie C. Martin, Chairman

Patrick Barringer, CEO

DATE

DATE

ATTEST:

Marian Sheppard, Chief Deputy Clerk of the Board

APPROVED AS TO FORM:

Bryan B. Chambers, Chief Deputy County Attorney
for Daisy Flores, County Attorney

EXHIBIT A

SITE-SPECIFIC SUPPLEMENTAL AGREEMENT

This Site-Specific Supplemental Agreement is made by and between Gila County (the “County”), a political subdivision of the State of Arizona, and Telink Networks SW, LLC, a Nevada limited liability company (“Telink”), referred to collectively as the “Parties”, pursuant and subject to the Non-Exclusive License Agreement entered into by the Parties and dated November 13, 2012.

TERMS AND CONDITIONS OF USE

The Parties agree to the following:

Required Information-

Host Party: Gila County

User Party: Telink Networks SW, LLC

The County here by acknowledges and agrees that Telink, as an FCC licensed common carrier, may provide commercial broadband service to local government entities and community anchor institutions upon their request, in addition to the private emergency services of SACCNet.

HOST SITE

Site Name: Mt. Ord Communications Site-Building 7

Address: 6843 S. Forest Service Road 486
Payson, AZ 85541

Coordinates: Lat 33.910804591 Long: -111.405068108

List all leases, licenses, easements, agreements or other requirements that this SSA is subject and subordinate to:

The Site Lease for this facility is between the Gila County Board of Supervisors and the Tonto National Forest. The lease is managed and kept on file in the Department of Emergency Management, Gila County Division of Health and Emergency Services.

SITE IMPROVEMENTS

Any improvement to the Host Party site necessary to accommodate User Party equipment installation will require pre-approval from the Host Party Point of Contact, per Section 13 of the Non-Exclusive License Agreement.

User Party will perform, at its cost, improvement(s) to the facility that may be required for safe and secure operations of its communications equipment.

SPACE

Describe the space licensed for use of the User Party including floor space, rack space, tower space and coax entry points:

Building number 7 is described as an 11' x 16' concrete structure, with access doors located on the north and south ends of the building. Gila County public safety communications equipment is located on the west wall. The coax entry point is located on the east facing wall.

A portion of the south wall is maintained by Gila County for expansion of current and future public safety communications equipment.

Telink will have access to a portion of available space in the southeast corner of the building to house a 19" equipment rack. Wall and floor space is available to run appropriate communications cabling to and from external equipment and installation of required power supply connections.

Upon submission of a tower structural analysis and radio frequency study to the Host Party Point of Contact, and upon written acceptance of these studies by the Host Party Point of Contact, Telink will have access to a portion of available space on the existing tower to install microwave antennas, as well as on the roof of the building to install an antenna tower mounting platform, providing the platform is structurally engineered to be compatible with the existing structure or structural upgrades, and does not interfere with existing equipment or other communications site building users.

USER PARTY EQUIPMENT LISTING:

The User Party will submit an equipment inventory listing prior to initial installation of equipment and prior to any additional installations.

An updated inventory, if applicable, will be submitted annually to the Host Party Point of Contact.

COMPENSATION:

Describe any applicable license fee or other reasonably equivalent mutual benefit applicable to this SSA.

1. Prior to any installation, Telink is to commission an RF engineering study for the site, for the purpose of verifying non-interference of Telink equipment with existing site users.
2. Telink is to commission a structural engineering study of the equipment shelter and existing tower for the purposes of verifying load capabilities, or identifying needed upgrades to support proposed A/C unit and generator installations provided by Telink.

3. Payment of any lease fees levied by the Tonto National Forest for operation by Telink of commercial communications and broadband services from this site.
4. Prorated payment of utilities that are over the Host Party documented average monthly cost of site utilities (\$130), up to \$200 per month.

In Witness Whereof, the Parties hereto agree to carry out the terms of this Agreement and have executed this Agreement as of the Effective Date.

GILA COUNTY BOARD OF SUPERVISORS

Telink Networks SW, LLC

Tommie C. Martin, Chairman

Patrick Barringer, CEO

November 13, 2012

DATE

DATE

ATTEST:

Marian Sheppard, Chief Deputy Clerk of the Board

APPROVED AS TO FORM:

Bryan B. Chambers, Chief Deputy County Attorney
for Daisy Flores, County Attorney



RESOLUTION NO. 09-07-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA, DECLARING THE "STATE OF ARIZONA COUNTIES COMMUNICATION NETWORK" HEREBY KNOWN AS SACCNET AS A COUNTYWIDE STRATEGIC INITIATIVE AND ESTABLISHING SACCNET AS A COUNTY EMERGENCY SERVICES PROJECT IN GILA COUNTY, ARIZONA.

WHEREAS, acceptance of this resolution does hereby establish the "State of Arizona Counties Communication Network" (SACCNet) as a Countywide Strategic Initiative and establishes SACCNet as a Gila County Emergency Services Project. It is established that the SACCNet Project consists of two distinctive elements: the establishment of a statewide public intranet to conduct county to county and county to state emergency services, video conferencing, VoIP and data communications and the creation of an emergency communication backhaul for private commercial services; and

WHEREAS, maintaining a critical communication infrastructure for both public and private entities is of strategic importance to the economic diversity and vitality of private industries in our local county; and

WHEREAS, a county is but a part of a statewide community whose viability depends on the ongoing continuity of communications and data exchange; and

WHEREAS, emergency services preparedness requires redundant communication and data structures be present across the state for both public and private sectors; and

WHEREAS, rural areas of the state may contribute resources without incurring additional debt for the purposes of creating and maintaining information and communication network infrastructure that promote economic development and civic management.

NOW, THEREFORE, BE IT RESOLVED, that the Gila County Board of Supervisors hereby directs:

That the State of Arizona Counties Communication Network (SACCNet) shall be declared a County Strategic Initiative.



BROADBANDUSA

CONNECTING AMERICA'S COMMUNITIES

FOR MORE INFORMATION

www.recovery.gov
www.ntia.doc.gov/broadbandusa

Organization:	GovNET, LLC
Project Name:	SACCCNet – Arizona Critical Middle Mile
Project Type:	Comprehensive Community Infrastructure
State:	Arizona
Federal Award:	\$39,274,877

ABOUT THE PROJECT

Given the expansive, often difficult rural terrain across the state of Arizona, community-serving organizations like libraries and public schools often have difficulty accessing high-speed broadband services essential for education, commerce, and economic development. Leading a public-private partnership that brings together the the strategic planning support of the Arizona Government Information Technology Agency (GITA) with the State Library, the Department of Administration, and Internet service provider Telink, **GovNET** proposes a statewide microwave broadband network to support community anchor institutions and last-mile broadband service providers. The network will offer speeds of between 100-300 Mbps to key anchor institutions such as Gila Community College, Copper Queen Community Hospital, Gila Bend and Mayer High Schools and Woodruff Community Library, a significant upgrade from the T1 service many key institutions currently have. Network interconnection is also being planned and facilitated by GITA and other state leaders with BTOP Round One infrastructure awardee The Navajo Nation and other tribal networks. The resulting statewide broadband network should significantly improve public safety, healthcare delivery, and other critical government services for the people of Arizona.

SACCCNet also proposes to:

- Construct 316 new microwave towers to expand services across a total of more than 8,400 miles in each of the state's 15 counties.
- Facilitate more affordable and accessible broadband service for an estimated 481,000 households and over 25,000 businesses by enabling local Internet service providers to utilize the project's open network.
- Enable broadband connectivity to as many as 280 anchor institutions, including 15 public safety entities, 82 K-12 public schools, 115 libraries, 14 community colleges, three additional institutions of higher education, 26 healthcare providers, and 26 state and local government facilities.

ORGANIZATION'S HISTORY

GovNET, LLC is a specialized telecommunications provider committed to data integrity, secure high capacity transmissions, and customized network connections at affordable rates. The company, which partners on this project with Telink Networks SW, focuses on the specific needs of local, state, and federal agency communications seeking security and reliability.

PROJECT PARTNERS

- Arizona Government Information Technology Agency
- Arizona State Library, Archives and Public Records
- Arizona County Supervisors Association
- Arizona Association of County School Superintendents
- Arizona Departments of Administration and Emergency & Military Affairs
- University of Arizona
- Arizona Health-e Connection
- Telink Networks SW

Data provided in the project description is based on information supplied by the applicant. An executive summary of this application can be found on www.ntia.doc.gov/broadbandusa.

For press-related inquiries, contact 202-482-7002 or press@ntia.doc.gov. For the general public, contact BTOP@ntia.doc.gov.

Made possible by the Broadband Technology Opportunities Program

Funded by the American Recovery and Reinvestment Act of 2009





October 04, 2010

State of Arizona Telecommunication Carrier Services Contract

Blanket Purchase Order #: **ADSP010-000399** / Order via www.Procure.az.gov

Summary of Pricing:

Unregulated Transport – Wireless / *Begin Line 569 on State Pricing Sheet*

Pricing from point to Phoenix/1510 Adams or from point to Tucson/Congress.

Capacity	Non-Recurring	Monthly Recurring \$
1024 / 1 Mbps Equivalent	ICB	230.40
1536 / 1.5 Mbps Equivalent	ICB	337.50
DS3	ICB	7,593.75
OC3	ICB	26,156.25
Ethernet 10 Mbps	ICB	2,250.00
Ethernet 100 Mbps	ICB	16,875.00
Tier One Internet Access	ICB	\$25.00 / Mbps (Does NOT include Transport)

Current services available in Pinal, Graham, and Yavapai Counties. All remaining Counties to come on board per required statewide build out to occur in 2011-2012.

Additional custom services available upon request.

Please call Karen McCoy at 602-369-0767 for pricing quote or further information.



Contract Amendment

AZ DEPT. OF ADMINISTRATION
STATE PROCUREMENT OFFICE
100 N. 15TH AVE., STE. 201

CONTRACT NO.: ADSPO010-000399
Telecommunication Carrier Services

PAGE
1

AMENDMENT NO.: Three (3)

OF
1

Phoenix, AZ 85007

CONTRACTOR:
GovNET
7835 E. McClain Dr.
Scottsdale, AZ 85260

CONTACT: Karen McCoy
PHONE: 480-424-1411
EMAIL: Karen.m@govnet.net

STATE AGENCY:
AZ Department of Administration (ADOA)
State Procurement Office
100 N. 15th Ave., Ste.201
Phoenix, AZ 85007

CONTACT: Kevin De Rosa
PHONE: 602- 542-9127
EMAIL: Kevin.derosa@azdoa.gov

The above referenced Contract is amended as follows:

Pursuant to the Contract Scope of Work Page 7, Paragraph 12.2, Expanding Geographic Availability, the above referenced Contract shall expand to include the following twelve (12) counties: Apache, Cochise, Coconino, Gila, Greenlee, La Paz, Maricopa, Mohave, Navajo, Pima, Santa Cruz, and Yuma.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.

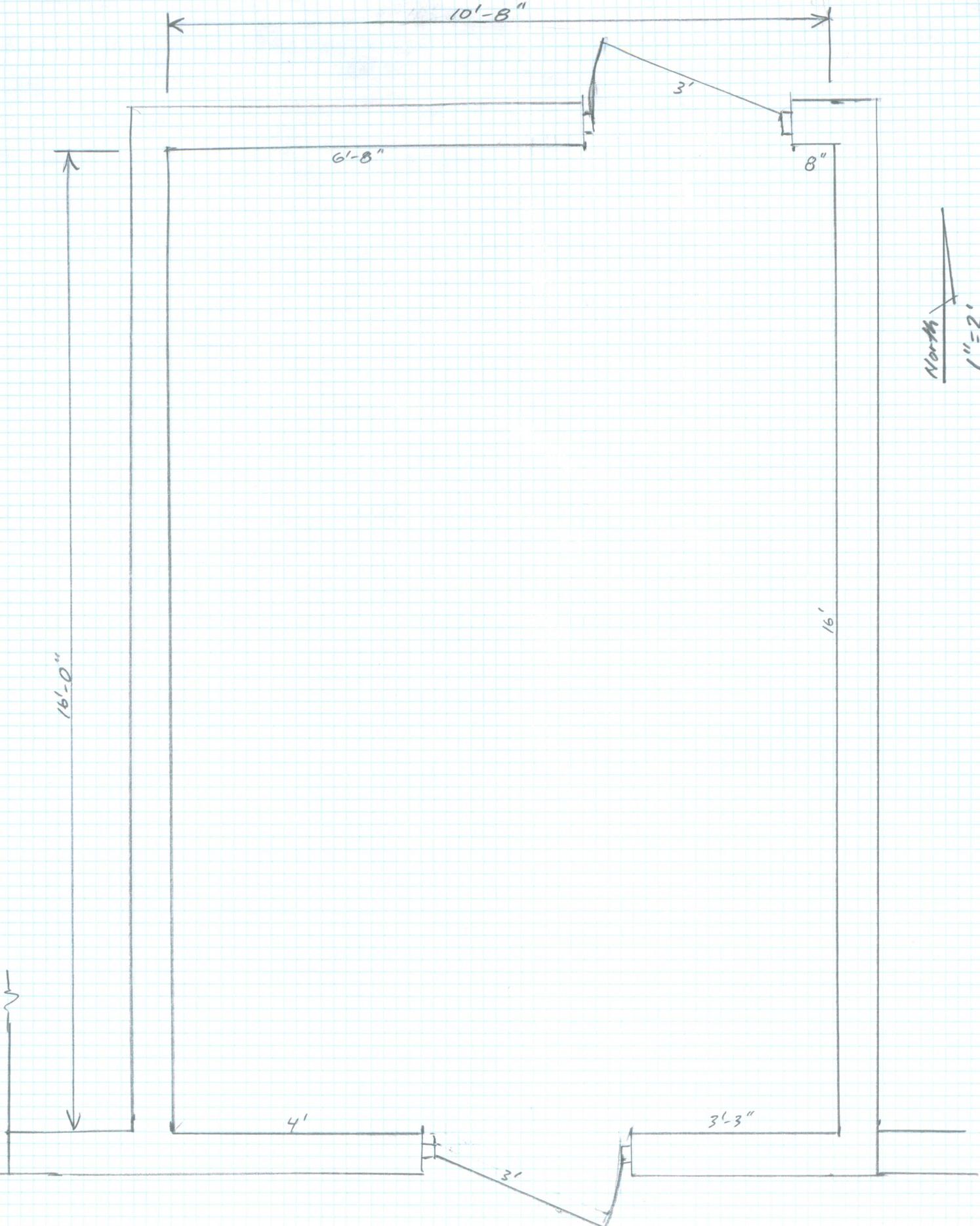
THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS DATE BY THE STATE.

Karen McCoy | 2/21/12
SIGNATURE DATE

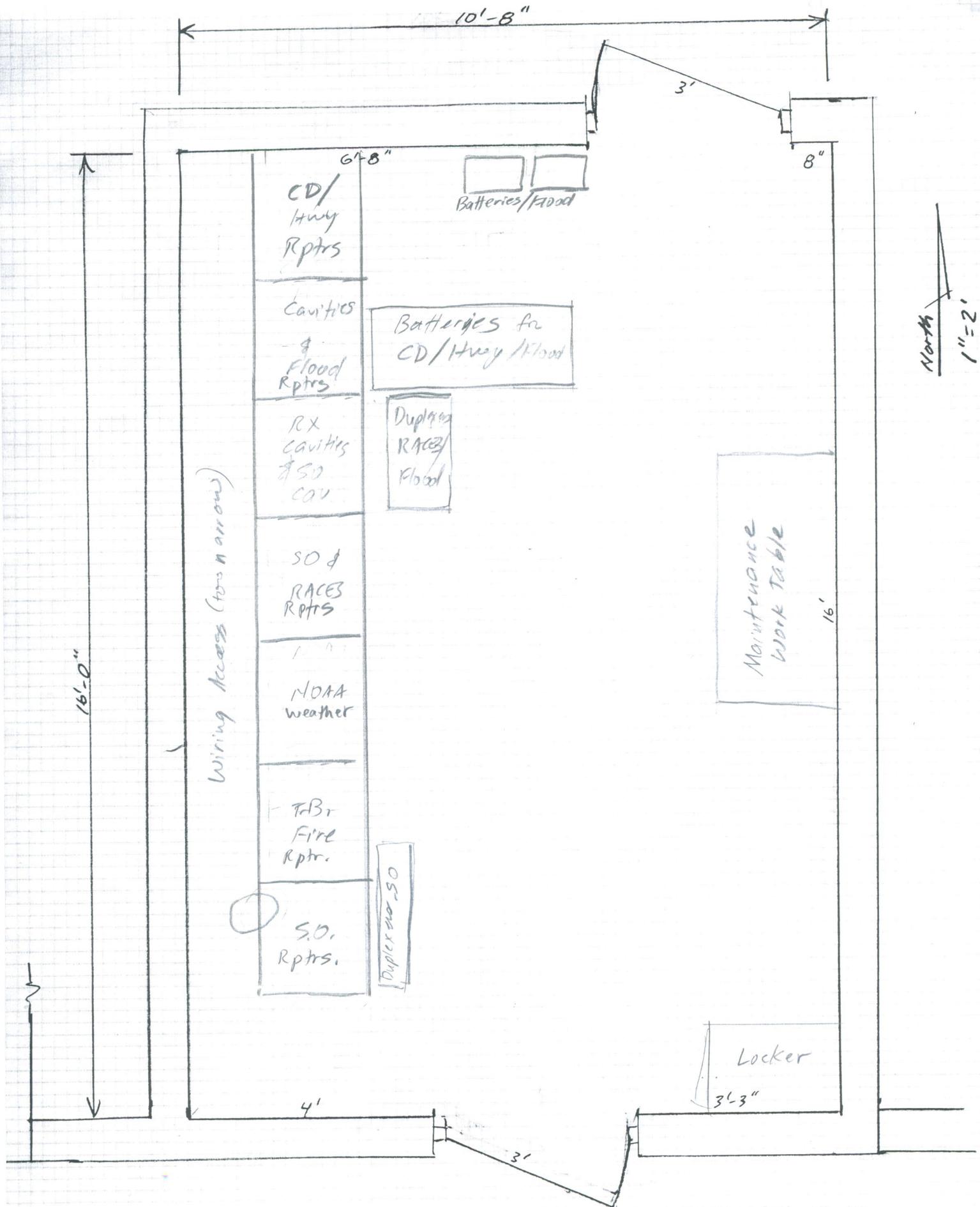
[Signature] | 2/21/12
SIGNATURE DATE

Karen McCoy
Vice President, GovNET
PRINTED/TYPED NAME AND TITLE

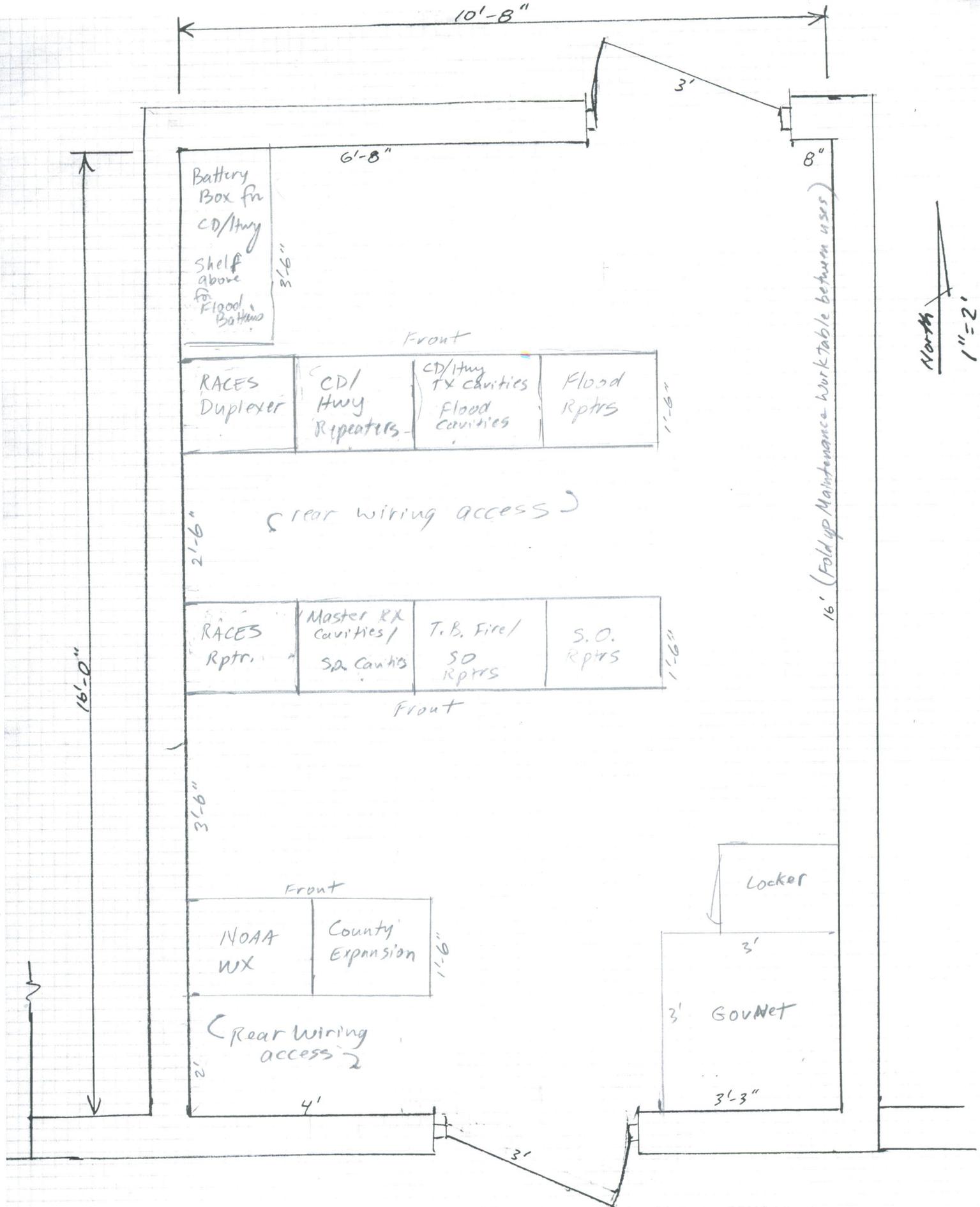
Kevin De Rosa,
Procurement Specialist
TYPED NAME AND TITLE



Gila County Mt. Ord Repeater Bldg.



Gila County Mt. Ord Repeater Bldg.
 current equipment layout



Gila County Mt. Ord Repeater Bldg.
Equipment Rack Layout Alternative #1



GILA COUNTY ATTORNEY

Daisy Flores

Re: County Attorney's Office "approval as to form" of contract or agreement.

To whom it may concern:

The County Attorney's Office has reviewed the contract or agreement attached to this agenda item and has determined that it is in its proper form and is within the powers and authority granted under the laws of this state to the public agency requesting the County Attorney's Office review.

Explanation of the Gila County Attorney's Office "Approval as to Form" Review

The Gila County Attorney's Office is often called upon to review contracts and other agreements between public entities represented by the County Attorney and private vendors, contractors, and individuals.

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

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

submitting department will need to be prepared to monitor their own compliance. A thorough knowledge of the provisions of the contract will be necessary to monitor compliance.

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

It is recommended that the Board of Supervisors authorize a one-time Economic Development Grant in the amount of \$25,000 to the Town of Miami to be used specifically for the continued operation and expansion of the Cobre Valley Community Transit System. Further that an Intergovernmental Agreement between Gila County and the Town of Miami be drafted and returned to the Board of Supervisors for approval prior to the distribution of funds.

Suggested Motion

Information/Discussion/Action to approve a one-time Economic Development Grant in the amount of \$25,000 to the Town of Miami for the continued operation and expansion of the Cobre Valley Community Transit System. Further that an Intergovernmental Agreement between Gila County and the Town of Miami be drafted and returned to the Board of Supervisors for approval prior to the distribution of funds. **(Jerry Barnes)**

ARF-1504

Regular Agenda Item 3- C

Regular BOS Meeting

Meeting Date: 11/13/2012

Submitted For: Rob Jarvis, Fire Chief of Christopher-Kohl's Fire Dept. Submitted By: Linda Rodriguez, Administrative Manager, County Manager

Department: County Manager

Fiscal Year: 2013 Budgeted?: No

Contract Dates October 2012 Grant?: Yes

Begin & End:

Matching No Fund?: New

Requirement?:

Information

Request/Subject

Christopher-Kohl's Fire District Intergovernmental Agreement-Economic Development Grant for emergency medical equipment.

Background Information

The Christopher-Kohl's Fire District (CKFD) is situated at the base of the impressive Mogollon Rim in the heart of Arizona providing emergency response to their local community and thousand of visitors who visit the area each year.

CKFD has three stations supporting the ever-growing rim communities with over a thousand acres of developments plus a new divided four lane stretch of Highway 260. The principal response area covers the communities from beyond Kohl's Ranch to Ponderosa Estates with elevations ranging between 5,300 and 6,300 feet and Highway 260 to the top of the Mogollon Rim.

CKFD is a relatively small combination of full time paid and volunteer fire department, who provides EMS/Fire and rescue service staffed with two full time firefighter paramedics.

Evaluation

Christopher-Kohl's Fire District is in need of a single emergency cardiac monitor to replace the antiquated old equipment and cannot be without the lifesaving equipment.

Conclusion

CKFD is in need of the County's support in approving the Intergovernmental Agreement - Economic Development Grant to purchase a new unit that meets the standard of care. The Board may appropriate funds for this purpose if it is for a purpose determined to be for the benefit of the public and it will improve or enhance the economic welfare of the inhabitants of Gila County.

Recommendation

The County Manager recommends that the Board of Supervisors approve this request from the Christopher-Kohl's Fire District for an economic development grant not to exceed \$13,000 to allow CKFD to purchase a single emergency cardiac monitor.

Suggested Motion

Information/Discussion/Action to approve an Intergovernmental Agreement-Economic Development Grant between Gila County and the Christopher-Kohl's Fire District for a grant not to exceed \$13,000 to purchase a replacement single emergency cardiac monitor for this remote area in Gila County; and further, the Board determines this is for the benefit of the public and will improve or enhance the economic welfare of the inhabitants of Gila County. **(Don McDaniel)**

Attachments

Intergovernmental Agreement No. 092612

CKFD Request for assistance to purchase medical equipment

Legal Explanation

**INTERGOVERNMENTAL AGREEMENT NO. 092612
FOR ECONOMIC DEVELOPMENT GRANT
BETWEEN
GILA COUNTY
AND
CHRISTOPHER-KOHL'S FIRE DISTRICT**

THIS AGREEMENT is made and entered into effective the _____ day of _____, 2012, by and between *Gila County*, an Arizona Municipal Corporation, hereinafter referred to as "*County*" and the *Christopher-Kohl's Fire District*, hereinafter referred to as "*District*", for use in the provision of emergency medical equipment.

RECITALS

The Gila County Board of Supervisors desires to provide funding to the District's emergency medical equipment needs, in order to further the emergency medical needs of this remote part of Gila County and further the economic development within Gila County.

SCOPE

It is the intent of the County to provide up to \$13,000.00 in an Economic Development Grant to the District pursuant to A.R.S. §11-254, to cover the purchase of a new heart monitor/defibrillator to replace the malfunctioning, unreliable existing one to help save lives in the remote communities of Payson, Arizona.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, it is agreed as follows:

1. The Gila County Board of Supervisors will contribute the sum of \$13,000.00 for the Economic Development Grant to purchase new emergency medical equipment.
2. The District agrees that the Economic Development Grant shall only be used to purchase emergency medical equipment to be used by the District in improving the quality of life in the District.
3. The District shall submit to the County receipts verifying the use of Economic Development Grant funds. Such costs will not include payment of wages or salaries of District employees or other unrelated costs.
4. The District agrees to use the grant funds by March 31, 2013. The District agrees to return to the County all grant funds not used by March 31, 2013.
5. The District agrees to provide the County with an expenditure accounting of the \$13,000.00 as of March 31, 2013.
6. The District agrees to indemnify, defend and hold harmless the County in any and all suits, actions, causes, or other claims against the County as the result of the District's use of the Economic Development Grant funds.

7. If at any time of the Agreement, or within twenty-four (24) months thereafter, the District should receive a claim of any nature in which a person or persons allege a violation of the law or alleged injuries or damages as a result of the emergency medical equipment, the District shall immediately notify the County Manager and the District's Administrator and provide all information requested concerning said claim.
8. The District and County agree that the County will acquire no title or other property interest in the District or any of its buildings or equipment and that the District will be solely responsible for the emergency medical equipment.
9. The District agrees to credit County's Economic Development Grant funding in any District literature referencing the new emergency medical equipment.
10. The District and County agree that both parties have established budgets sufficient to allow them to complete their responsibilities under this Intergovernmental Agreement and that the Intergovernmental Agreement will expire after both parties have complied with their obligations under the agreement.
11. This agreement is subject to the cancellation provisions of A.R.S. § 38-511.

IN WITNESS WHEREOF, the parties herein have set their hands and seals this _____ day of _____, 2012.

GILA COUNTY

 Tommie C. Martin, Chairman
 Gila County Board of Supervisors

CHRISTOPHER-KOHL'S FIRE DISTRICT

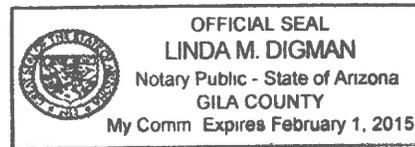
Daisy Flores
 District President or Chairman of the Board

ATTEST

Linda M. Digman

APPROVED AS TO FORM

 Bryan B. Chambers, Chief Deputy County Attorney
 for Daisy Flores, County Attorney



CHRISTOPHER-KOHL'S FIRE DISTRICT

930 Christopher Creek Loop
Payson, AZ 85541
(928) 478-4011 – FAX (928) 478-4453



RECEIVED

SEP. 25 2012

August 27, 2012

Don E. McDaniel, Jr., County Manager

Greetings Mr. McDaniel's I am writing you as the Fire Chief of Christopher-Kohl's Fire Department relatively small combinations full time paid and volunteer fire department, who provides EMS / Fire and rescue service staffed with two full time firefighter paramedics. Situated at the base of the impressive Mogollon Rim in the heart of Arizona, CKFD provides emergency response to our local community and thousands visitors who visit the area each year.

Christopher Kohl's FD has three stations supporting the ever-growing rim communities, with over a thousand acres of developments plus a new, divided four-lane stretch of Highway 260. The principal response area covers the communities from beyond Kohl's Ranch to Ponderosa Estates with elevations ranging between 5,300 and 6,300 feet and Highway 260 to the top of the Mogollon Rim

With the geographic dispersion of the rural Rim communities, the three stations are strategically located to provide rapid emergency response. In addition, the sister communities of Tonto Village, Star Valley, Payson, Pine/Strawberry, Forest Lakes, Heber/Overgaard along with the Forest Service provide valuable mutual aid.

My reason for writing you is to request assistance with acquiring a single Emergency Cardiac Monitor, our department employs paramedics and provides Advanced Life Support service, and currently we are currently using antiquated 15+ year old equipment, LifePak 12 and an older model Zoll monitor donated from neighboring department. These units clearly does not meet the current standard of care i.e. 12 lead monitoring, SPO2 monitoring, End Tidal CO2 or NIBP.

Our department thanks you for your time and consideration in considering any assistance you may be able to provide through donation or funding. We are looking to purchase a complaint Phillips MRx, I hope this letter finds you well and please do not hesitate to call me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to be 'RJ' or similar initials.

Rob Jarvis Fire Chief



GILA COUNTY ATTORNEY
Daisy Flores

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

To whom it may concern:

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

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

A.R.S. § 11-952(D) requires that

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

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

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

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

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

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

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

ARF-1467

Regular Agenda Item 3- D

Regular BOS Meeting

Meeting Date: 11/13/2012

Submitted For: Don McDaniel Jr., County Manager
Submitted By: Don McDaniel Jr., County Manager, County Manager

Department: County Manager

Fiscal Year: 2012/2013 Budgeted?: Yes

Contract Dates October 1, Grant?: No

Begin & End: 2012 to
December 30,
2012

Matching No Fund?: Renewal

Requirement?:

Information

Request/Subject

One-time lump sum payment for employees

Background Information

The Adopted FY2013 Budget was prepared with the cooperation of Elected Officials and Appointed Department Heads and achieved a 5% reduction under the FY2012 Budget. The Adopted FY2013 Budget anticipates a one-time lump sum payment for employees to be funded by actual reductions in spending achieved by Elected Officials and Appointed Department Heads as well as a \$500,000 line item in the Budget (page 17-Uses). A portion of that line item is also to pay for a classification and compensation study for employees.

Evaluation

While it is a little early in the budget year to positively document actual savings being achieved by Elected Officials and Appointed Department Heads, a comparison of the first three months of payroll (July, August & September) in 2011 to 2012 indicates a 5.1% decrease in spending. This means that we are on track to reduce actual spending by 5% for the entire year and have sufficient savings to help fund a one-time lump sum payment to employees.

Employees have not received a pay increase since January of 2008 or about 5 years. The former merit system method of providing employees a 2.5 % increase on their anniversary or annually on a given date was suspended at that time. The employees have stepped up and continued to provide dedicated, high quality service to the citizens of Gila County. In many cases new and increased services have been provided without additional people or any increase in pay.

Making a one-time lump sum payment to each employee rather than making a step adjustment in each employee's pay grade has the advantage of allowing the Board of Supervisors the flexibility of funding the payment each year depending upon the availability of funds. With the current economic uncertainty nationally, statewide and in Gila County, not obligating the Board to a continuing pay increase is prudent use of tax payers' dollars, while at the same time recognizing employees for their commitment and hard work.

There are alternative ways of implementing this payment as follows:

- 1) Provide a 2.5% one-time lump sum payment to all full and part time (prorated) employees on or before November 29, 2012. This is based upon historical practice and the existing pay plan which provides for 2.5% steps within each pay grade. The actual payment to each employee would be less because employee related expenses would be withheld. The total cost to the County would be approximately \$690,000. The Board could elect to reduce the percentage to be within available funds.
- 2) Provide a \$700 one-time lump sum payment to all full and part time (prorated) employees on or before November 29, 2012. This is based upon utilizing the entire \$500,000 line item in the budget for the payment rather than using the actual savings that are projected to be achieved. The payment to the employees would range from \$350 to \$450 per employee after employee related expenses are withheld. Total cost to the County would be approximately \$500,000.
- 3) Provide a one-time lump sum payment to all full and part time (prorated) employees on or before November 29, 2012 based upon the annual change in the Consumer Price Index. The Index for the Unadusted 12 Months Ended June 30, 2012 shows an increase of 1.7%. This would equate to a one-time lump sum gross payment to each full time employee of approximately \$670. The net payment to each full time employee would vary ranging from approximately \$425 to \$525 depending upon individual withholding and employee related expenses. Total cost to the County would be approximately \$460,000.

Conclusion

The Administrative Team has met and discussed the three and other alternatives and believes Alternative #3) to be the best. It is fair to employees and is based upon the Consumer Price Index which is a valid and accepted measure of the increase or decline in the economy and consequently the cost of living. It is fair to the tax payers for the same reasons. The 1.7% equates to a one-time lump sum gross payment to each full time employee of approximately \$670. The net payment to each full time employee would vary ranging from approximately \$425 to \$525 depending upon individual withholding and employee related expenses.

The one-time lump sum payment would be issued by a hard copy check (no direct deposits) on Thursday November 29, 2012. This is between regular bi-weekly paychecks. It will be paid to all full and part time (prorated) employees who are employed by Gila County and have a hire date on or before October 1, 2012.

Recommendation

Staff recommends that the Board of Supervisors approve Alternative #3) as the method of providing employees with a one-time lump sum payment and instruct staff to implement the increase in accordance with the details described above in the Conclusion.

Suggested Motion

Information/Discussion/Action to approve a one-time lump sum payment to employees based upon the annual change in the Consumer Price Index (June 30, 2012 at 1.7%) per Alternative #3 and instruct staff to implement the payment in accordance with the details outlined in the Conclusion section of the staff report for this item at a total cost of approximately \$460,000. **(Don McDaniel)**

Regular BOS Meeting

Meeting Date:	11/13/2012		
Submitted For:	Malissa Buzan, CAP/Housing Services Manager	Submitted By:	Cecilia Bejarano, Executive Administrative Assistant, Community Services Division
Department:	Community Services Division	Division:	Comm. Action Program/Housing Servs.
Fiscal Year:	July 1, 2012 - June 30, 2013	Budgeted?:	Yes
Contract Dates Begin & End:	July 1, 2010 - June 30, 2015	Grant?:	Yes
Matching Requirement?:	No	Fund?:	Replacement

InformationRequest/Subject

Amendment No. 6 to Contract No. DE111073001 with Arizona Department of Economic Security

Background Information

The Community Action Network is made up of public and private agencies that work to alleviate poverty and empower low-income families in communities throughout Arizona. Most of the agencies are Community Action Agencies (CAAs), created through the Economic Opportunity Act of 1964. CAAs provide services to more than 150,000 people annually.

They coordinate emergency assistance, provide weatherization services, sponsor youth programs, operate senior centers and provide transportation in rural areas. CAAs provide linkage to job training opportunities, GED preparation courses and vocational education programs. They provide a range of services addressing poverty-related problems from income management and credit counseling to entrepreneurial development and small business incubators; from domestic violence crisis assistance to family development programs and parenting classes, food pantries and emergency shelters to low income housing development and community revitalization projects.

Evaluation

Allowable activities are designed to assist low-income families and individuals to remove obstacles and solve problems that block the achievement of self sufficiency to secure and retain meaningful employment, attain adequate education, make better use of available income, obtain and maintain adequate housing, and obtain emergency assistance. Community Services: the primary objectives of this service are to strengthen community capabilities for planning and coordinating the use of a broad range of resources related to the elimination of poverty. Case Management: components of this emergency service include short-term crisis services and utility assistance services, case management services, emergency shelter, homeless services, move-in assistance, senior services, eviction prevention, and utility assistance.

Conclusion

Amendment No. 6 to Contract No. DE111073001 will change the reimbursement ceiling for the service Case Management from \$320,006 to \$403,042. This is an increase of \$83,036.

The reimbursement ceiling for the service Community Services is increased from \$150,000 to \$156,000. This is an increase of \$6,000, which includes \$6,000 "Carry Forward" funding. The carry forward funding is not added to the cumulative reimbursement ceiling.

This amendment will also delete and replace portions of the Terms and Conditions regarding Background Checks for Employment through the Central Registry.

Recommendation

The Community Action Program, Housing Services Manager recommends that the Board of Supervisors approve this amendment.

Suggested Motion

Approval of Amendment No. 6 to an Intergovernmental Agreement (Contract No. DE111073001) between the Arizona Department of Economic Security and the Gila County Division of Community Services, Housing Services, changing the reimbursement ceiling for the service Case Management from \$320,006 to \$403,042, an increase of \$83,036; and changing the reimbursement ceiling for the service Community Services from \$150,000 to \$156,000, an increase of \$6,000, which includes \$6,000 "Carry Forward" funding, effective on the date of the last signature through June 30, 2013.

Attachments

Amendment No. 6 to Contract DE111073001 AZ Dept of Economic Security

Amendment No. 5 to Contract DE111073001 AZ Dept of Economic Security

Amendment No. 4 to Contract DE111073001 AZ Dept of Economic Security

Amendment No. 3 to Contract DE111073001 AZ Dept of Economic Security

Amendment No. 2 to Contract DE111073001 AZ Dept of Economic Security

Amendment No. 1 to Contract No. DE111073001 AZ Dept of Economic Security

Original Contract DE111073001 AZ Dept. of Economic Security

Legal Explanation



DEPARTMENT OF ECONOMIC SECURITY

Your Partner For A Stronger Arizona

Intergovernmental Agreement

CONTRACT AMENDMENT

1. CONTRACTOR <i>(Name and address)</i> Gila County Division of Health and Community Services 5515 S. Apache Ave., Suite 200 Globe, Arizona 85501	2. CONTRACT ID NUMBER DE111073001 3. AMENDMENT NUMBER Six (6)
---	--

4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT

Pursuant to the Terms and Conditions, Levels of Service section and Amendments or Modifications section, the purpose of this amendment is to:

Funding for the contract period July 1, 2012 through June 30, 2013:

The reimbursement ceiling for the service Case Management is increased from \$320,006 to \$403,042. This is an increase of \$83,036.

The reimbursement ceiling for the service Community Services is increased from \$150,000 to \$156,000. This is an increase of \$6,000, which includes \$6,000 "Carry Forward" funding. The carry forward funding is not added to the cumulative reimbursement ceiling.

The cumulative reimbursement ceiling for the contract period July 1, 2010 through June 30, 2015 is \$1,818,816.13.

Therefore, the Itemized Service Budget for the services of Case Management (Attachment A) and Community Services (Attachment B) are revised and attached.

Delete and Replace:

Terms and Conditions, **Background Checks for Employment through the Central Registry**, section 16.0, delete and replace the original with the following:

If providing direct services to children or vulnerable adults, the following shall apply:

16.1 The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this Contract.

16.2 The Department will conduct Central Registry Background Checks and will use the information contained in the Central Registry as a factor to determine qualifications for positions that provide direct service to children or vulnerable adults for:

1. Any person who applies for a contract with this State and that person's employees;
2. All employees of a contractor;
3. A subcontractor of a contractor and the subcontractor's employees; and
4. Prospective employees of the contractor or subcontractor at the request of the prospective employer.

16.3 Volunteers who provide direct services to children or vulnerable adults shall have a Central Registry Background Check which is to be used as a factor to determine qualifications for volunteer positions.

16.4 Effective August 2, 2012:

1. A person who is disqualified because of a Central Registry Background Check may apply to the Board of Fingerprinting for a Central Registry exception pursuant to A.R.S. § 41-619.57. A person who is granted a Central Registry exception pursuant to A.R.S. § 41-619.57 is not entitled to a contract, employment, licensure, certification or other benefit because the person has been granted a Central Registry exception.
2. Before being employed or volunteering in a position that provides direct services to children or vulnerable adults, persons shall certify on forms that are provided by the Department whether an allegation of abuse or neglect was made against them and was substantiated. The completed forms are to be maintained as confidential.

16.5 The person shall not provide direct services to ADES clients until the results of the Central Registry Background Check are complete and the results indicate that the person 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 and the person does not have a Central Registry exception, the person shall be prohibited from providing direct services to ADES clients.

16.6 The Contractor shall maintain the Central Registry Background Check results and any related forms or documents in a confidential file for five (5) years after termination of the Contract.

ADD

Terms and Conditions, Confidentiality, section 19.2

The Contractor shall comply with the requirements of Arizona Address Confidentiality Program, A.R.S. §41-161 et. seq. The Arizona Department of Economic Security will advise the Contractor as to applicable policies and procedures the Arizona Department of Economic Security has adopted for such compliance.

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 Division of Health and Community Services
SIGNATURE OF AUTHORIZED INDIVIDUAL	SIGNATURE OF AUTHORIZED INDIVIDUAL
TYPED NAME Elizabeth G. Csaki, CPPB	TYPED NAME Tommie C. Martin
TITLE Contract Administration Procurement Manager	TITLE Chairman, Gila County 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

Date: _____

By: _____
Public Agency Legal Counsel
Bryan B. Chambers
Chief Deputy, Gila County Attorney

Date: _____

ITEMIZED SERVICE BUDGET
FOR CONTRACT SERVICE: Case Management
PROVIDER NAME: Gila County Community Action Program
CONTRACT PERIOD: 7-01-12 TO 6-30-13

1 PERSONNEL

Number of Positions	FTE Level	Position Title	Salary for Contract Period	% Allocated to Service A+ D = Total	Total Service Cost	DES Cost
1	1	Divisional Fiscal Manager	\$53,893	50%+0=50%	50% \$ 26,947	\$ 26,947
1	1	Divisional Accountant	\$35,413	50%+0=50%	50% \$ 17,707	\$ 8,853
1	1	Program Manager	\$47,632	25%+25=50%	50% \$ 23,816	\$ 11,908
1	1	Case Manager	\$30,534	0%+50%=50%	50% \$ 15,267	\$ 15,267
1	1	Case Manager	\$32,094	0%+50%=50%	50% \$ 16,047	\$ 16,047
1	1	Clerk	\$32,885	0%+50%=50%	50% \$ 16,442	\$ 8,221
TOTAL PERSONNEL COST:					\$ 116,226	\$ 87,243

2 EMPLOYEE RELATED EXPENSES

Item	Basis	Service Cost	DES Cost
Health Insurance	\$595.83 per mo x 12 mo X 3 @ 25%	\$ 5,362	\$ 5,362
	\$595.83 per mo x 12 mo X 3 @ 50%	\$ 10,725	\$ 10,725
FICA	0.0765 X \$116,226	\$ 8,891	\$ 4,446
Workman's Comp	0.003 X \$116,226	\$ 349	\$ 174
Retirement	0.1115 X \$116,226	\$ 12,959	\$ 6,480
TOTAL ERE COST:		\$ 38,286	\$ 27,187

3 PROFESSIONAL AND OUTSIDE SERVICES

Item	Basis	Service Cost	DES Cost
N/A		\$ -	\$ -
TOTAL PROF & OUTSIDE COSTS:		\$ -	\$ -

4 TRAVEL

Item	Basis	Service Cost	DES Cost
Gas/Vehicles/Maint	\$500 per month x 12 months	\$ 6,000	\$ 4,500
Per Diem	\$25 per day for 20 days for 5 FTE's / Board Members	\$ 2,500	\$ 1,625
TOTAL TRAVEL COSTS:		\$ 8,500	\$ 6,125

5 SPACE

Item	Basis	Service Cost	DES Cost
Rent - Globe Office	Rent \$1,673 monthly X 12 months (Included electricity, cleaning, water, etc.)	\$ 20,076	\$ 10,038
Sparklets/Other Space Expense	\$100 x 12 months	\$ 1,200	\$ 600
TOTAL SPACE COSTS:		\$ 21,276	\$ 10,638

6 EQUIPMENT

Item	Basis	Service Cost	DES Cost
N/A		\$ -	\$ -
TOTAL EQUIPMENT COSTS:		\$ -	\$ -

7 MATERIALS & SUPPLIES

Item	Basis	Service Cost	DES Cost
General Office Supplies	\$200 per month x 6 FTE's x 12 months	\$ 14,400	\$ 5,406
Postage	\$250 per month x 12 months	\$ 3,000	\$ 1,500
TOTAL MAT & SUPP COSTS:		\$ 17,400	\$ 6,906

8 OPERATING SERVICES

Item	Basis	Service Cost	DES Cost
Staff Training & Registration	\$1000 for training sessions for 4 FTE's (includes hotel, registration)	\$ 4,000	\$ 4,000
Advisory Board Quarterly Meetings	Registrations and meals	\$ 1,665	\$ 1,665
Local Fax, 800 Line, Phone Line & Service	\$1,713.30 x 12 months	\$ 20,560	\$ 10,280
Maintenance, Leases Agreements & Memberships/Dues		\$ 26,225	\$ 15,945
TOTAL OPERATING SERVICE COSTS:		\$ 26,225	\$ 15,945

9 INDIRECT COSTS

Item	Basis	Service Cost	DES Cost
N/A		\$ -	\$ -
TOTAL INDIRECT COSTS:		\$ -	\$ -

10	SUBTOTAL ADMINISTRATIVE COSTS:	\$ 227,913	\$ 154,044
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11 VOUCHERS

Item			Service Cost	DES Cost
1	LIHEAP	77	\$ 218,565	\$ 218,565
2	LIHCON	78	\$ -	\$ -
3	LLVG		\$ -	\$ -
4	NHN	70	\$ 433	\$ 433
5	TANF	49	\$ 30,000	\$ 30,000
6	ESG	17	\$ -	\$ -
TOTAL VOUCHER COSTS:			\$ 248,998	\$ 248,998

12	TOTAL COSTS:		\$ 476,911	\$ 403,042
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REVENUE SOURCES:

DES Case Mgt.	\$ 403,042	\$ 403,042
Gila County	\$ 73,869	
TOTAL REVENUE:	\$ 476,911	\$ 403,042
TOTAL REVENUE:	\$ 476,911	\$ 403,042

4/10/2012

Revised 9/12/2012



DEPARTMENT OF ECONOMIC SECURITY
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**Intergovernmental Agreement
CONTRACT AMENDMENT**

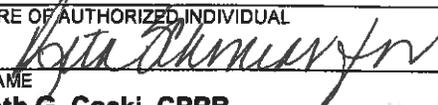
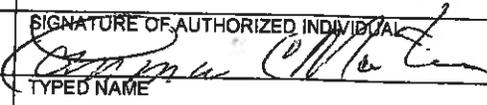
1. CONTRACTOR (Name and address) Gila County Division of Health and Community Services 5515 S. Apache Ave., Suite 200 Globe, Arizona 85501	2. CONTRACT ID NUMBER DE111073001 3. AMENDMENT NUMBER Five (5)
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4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT
Pursuant to the Terms and Conditions, Amendments or Modifications section, the purpose of this amendment is to:

Delete and Replace:

Terms and Conditions, Fingerprinting section 32.1.1, delete and replace the original with the following:
Effective immediately, Contractor and subcontractor staff who are required or allowed to provide services directly to juveniles or vulnerable adults shall possess a fingerprint clearance card that meets Level One requirements as described in ARS 41-1758.07, OR, if waiting receipt of their clearance card, shall provide services under direct visual supervision and oversight of an employee who possess a level one fingerprint clearance card until they are issued a valid fingerprint clearance card that meets the Level One requirements. Contractor and subcontractor staff include current employees whether paid or not who transfer into a direct service position, volunteers, and new employees whether paid or not.

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 Division of Health and Community Services
SIGNATURE OF AUTHORIZED INDIVIDUAL 	SIGNATURE OF AUTHORIZED INDIVIDUAL 
TYPED NAME Elizabeth G. Csaki, CPPB	TYPED NAME Tommie C. Martin
TITLE Contract Administration Procurement Manager	TITLE Chairman, Gila County Board of Supervisors
DATE 8/28/12	DATE 8/7/12

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: Barbara M. Behun
Assistant Attorney General

Date: 8/24/12

By: Bryan B. Chambers
Public Agency Legal Counsel
Bryan B. Chambers

Date: 8 7 2012



DEPARTMENT OF ECONOMIC SECURITY
Your Partner For A Stronger Arizona

**Intergovernmental Agreement
CONTRACT AMENDMENT**

1. CONTRACTOR (Name and address) Gila County Division of Health and Community Services 5515 S. Apache Ave., Suite 200 Globe, Arizona 85501	2. CONTRACT ID NUMBER DE111073001 3. AMENDMENT NUMBER Four (4)
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4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT
 Pursuant to the Terms and Conditions, Levels of Service section, and Amendments or Modifications section, the purpose of this amendment is to:

Funding for the contract period beginning July 1, 2012 through June 30, 2013:

The reimbursement ceiling for the service for Case Management is \$320,006.

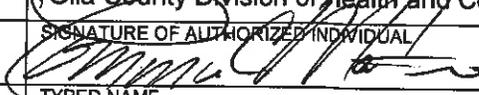
The reimbursement ceiling for the service for Community Services is \$150,000.

The cumulative reimbursement ceiling for the contract period July 1, 2010 to June 30, 2015 is increased to \$1,735,780.13.

Therefore, the Itemized Service Budgets for the service of Case Management (Attachment A) and Community Services (Attachment B) are revised and attached.

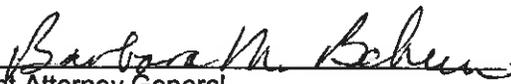
Reporting: Effective July 1, 2012 programmatic data shall be submitted through direct entry into CAP60 or through an agreed upon data bridge from an existing data system into CAP60 as identified on Programmatic Reports. All other reports such as invoices, payment verification forms and narrative information shall be provided on the forms currently required by this contract.

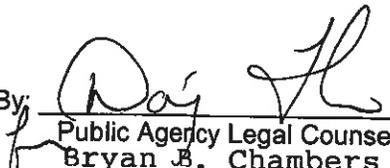
5. EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. THE AMENDMENT SHALL BECOME EFFECTIVE ON THE DATE OF LAST SIGNATURE UNLESS OTHERWISE SPECIFIED HEREIN. BY SIGNING THIS FORM ON BEHALF OF THE 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 Division of Health and Community Services
SIGNATURE OF AUTHORIZED INDIVIDUAL 	SIGNATURE OF AUTHORIZED INDIVIDUAL 
TYPED NAME Elizabeth G. Csaki, CPPB	TYPED NAME Tommie C. Martin
TITLE Contract Administration Procurement Manager	TITLE Chairman, Gila County Board of Supervisors
DATE 7/19/12	DATE 6/26/12

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
 Bryan B. Chambers

Date: 7/12/12

Date: 6-26-12



DEPARTMENT OF ECONOMIC SECURITY

Your Partner For A Stronger Arizona

Intergovernmental Agreement
CONTRACT AMENDMENT

1. CONTRACTOR (Name and address)
Gila County Division of Health and Community Services
5515 S. Apache Ave., Suite 200
Globe, Arizona 85501
2. CONTRACT ID NUMBER
DE111073001
3. AMENDMENT NUMBER
Three (3)

4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT

Pursuant to the Terms and Conditions, Amendments or Modifications section, the purpose of this amendment is to:

Funding for the contract period July 1, 2011 through June 30, 2012:

The reimbursement ceiling for the service Case Management is increased from \$426,729 to \$456,257. This is an increase of \$29,528, which includes \$6,389 "Carryover" funding. The carryover funding is not added to the cumulative reimbursement ceiling.

The reimbursement ceiling for the service Community Services is increased from \$150,000 to \$220,258. This is an increase of \$70,258, which includes \$70,258 "Carryover" funding. The carryover funding is not added to the cumulative reimbursement ceiling.

The cumulative reimbursement ceiling for the contract period July 1, 2010 through June 30, 2015 is \$1,265,774.13.

Therefore, the Itemized Service Budget for the services of Case Management (Attachment A) and Community Services (Attachment B) are revised and attached.

Delete and Replace:

Terms and Conditions, section 4.5, delete and replace the original with the following:

"Equipment" means all vehicles, furniture, machinery, electronic data processing (EDP) equipment, software and all other equipment costing \$5,000.00 or more, including all normal and necessary expenses incurred to make the equipment ready for its intended use (e.g., taxes, freight, installation, assembly and testing charges, etc.), and with a useful life of greater than one year. Equipment as used herein does not include real property (e.g., land, buildings, structures, or facilities' improvements).

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
SIGNATURE OF AUTHORIZED INDIVIDUAL: Elizabeth G. Csaki, CPPB
TYPED NAME: Elizabeth G. Csaki, CPPB
TITLE: Contract Administration Procurement Manager
DATE: 12/7/2011
7. NAME OF CONTRACTOR: Gila County Division of Health and Community Services
SIGNATURE OF AUTHORIZED INDIVIDUAL: Tommie C. Martin
TYPED NAME: Tommie C. Martin
TITLE: Chairman, Gila County Board of Supervisors
DATE: 12/15/11

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: Barbara M. Behren
Assistant Attorney General

Date: 12/5/11

By: Bryan B. Chambers
Public Agency Legal Counsel

Date: 11/15/11

ITEMIZED SERVICE BUDGET
FOR CONTRACT SERVICE: Case Management
PROVIDER NAME: Gila County Community Action Program
CONTRACT PERIOD: 7-01-11 TO 6-30-12

1 PERSONNEL

Number of Positions	FTE Level	Position Title	Salary for Contract Period	% Allocated to Service A+ D = Total	Total Service	
					Cost	DES Cost
1	1	Divisional Fiscal Manager	\$53,893	50%+0=50%	50% \$ 26,947	\$ 26,947
1	1	Divisional Accountant	\$35,422	50%+0=50%	50% \$ 17,711	\$ 17,711
1	1	Program Manager	\$47,632	25%+25=50%	50% \$ 23,816	\$ 11,908
1	1	Case Manager	\$30,534	0%+50%=50%	50% \$ 15,267	\$ 15,267
1	1	Case Manager	\$32,094	0%+50%=50%	50% \$ 16,047	\$ 16,047
1	1	Clerk	\$21,091	0%+50%=50%	50% \$ 10,546	\$ 10,546
TOTAL PERSONNEL COST:					\$ 110,334	\$ 98,426

2 EMPLOYEE RELATED EXPENSES

Item	Basis	Service Cost	DES Cost
Health Insurance	\$595.83 per mo x 12 mo X 1 @ 25%	\$ 1,787	\$ 1,787
	\$595.83 per mo x 12 mo X 5 @ 50%	\$ 17,875	\$ 17,875
FICA	0.0765 X \$110,334	\$ 8,441	\$ 4,220
Workman's Comp	0.003 X \$110,334	\$ 331	\$ 166
Retirement	0.1075 X \$110,334	\$ 11,861	\$ 5,930
TOTAL ERE COST:		\$ 40,295	\$ 29,978

3 PROFESSIONAL AND OUTSIDE SERVICES

Item	Basis	Service Cost	DES Cost
N/A		\$ -	\$ -
TOTAL PROF & OUTSIDE COSTS:		\$ -	\$ -

4 TRAVEL

Item	Basis	Service Cost	DES Cost
Gas/Vehicles/Maint	\$300 per month x 12 months	\$ 3,600	\$ 3,600
Per Diem	\$42 per day for 20 days for 5 FTE's	\$ 4,200	\$ 4,200
TOTAL TRAVEL COSTS:		\$ 7,800	\$ 7,800

5 SPACE

Item	Basis	Service Cost	DES Cost
Rent - Globe Office	Rent \$1,673 monthly X 12 months (Included electricity, cleaning, water, etc.)	\$ 20,076	\$ 12,046
Sparklets/Other Space Expense	\$100 x 12 months	\$ 1,200	\$ 240
TOTAL SPACE COSTS:		\$ 21,276	\$ 12,286

6 EQUIPMENT

Item	Basis	Service Cost	DES Cost
N/A		\$ -	\$ -
TOTAL EQUIPMENT COSTS:		\$ -	\$ -

7 MATERIALS & SUPPLIES

Item	Basis	Service Cost	DES Cost
General Office Supplies	\$200 per month x 6 FTE's x 12 months	\$ 14,400	\$ 8,489
Postage	\$250 per month x 12 months	\$ 3,000	\$ 1,200
TOTAL MAT & SUPP COSTS:		\$ 17,400	\$ 9,689

8 OPERATING SERVICES

Item	Basis	Service Cost	DES Cost
Staff Training & Registration	\$1000 for training sessions for 3 FTE's \$1500 for out of state training for 2 FTE's (includes flight, hotel & registration)	\$ 3,000	\$ 3,000
Printing, Publishing & Advertising Costs	4 publications @ \$200 in local papers	\$ 800	\$ 800
Local Fax, 800 Line, Phone Line & Service Maintenance, Leases Agreements & Memberships/Dues	\$1,713.30 x 12 months	\$ 20,560	\$ 14,340
TOTAL OPERATING SERVICE COSTS:		\$ 27,360	\$ 21,140

9 INDIRECT COSTS

Item	Basis	Service Cost	DES Cost
N/A		\$ -	\$ -
TOTAL INDIRECT COSTS:		\$ -	\$ -

10

SUBTOTAL ADMINISTRATIVE COSTS:

\$ 224,465 \$ 179,319

11 VOUCHERS

Item			Service Cost	DES Cost
1	LIHEAP	77	\$ 243,108	\$ 243,108
2	LIHCON	78	\$ 7,013	\$ 7,013
3	LLVG		\$ -	\$ -
4	NHN	70	\$ 865	\$ 865
5	TANF	49	\$ 19,293	\$ 19,293
6	ESG	17	\$ 6,659	\$ 6,659
TOTAL VOUCHER COSTS:			\$ 276,938	\$ 276,938

12	TOTAL COSTS:		\$ 501,403	\$ 456,257
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REVENUE SOURCES:

DES Case Mgt.	\$ 456,257	\$ 456,257
Gila County	\$ 45,146	
TOTAL REVENUE:	\$ 501,403	\$ 456,257
TOTAL REVENUE:	\$ 501,403	\$ 456,257

**ITEMIZED SERVICE BUDGET
FOR CONTRACT SERVICE: Community Services
PROVIDER NAME: Gila County Community Action Program
CONTRACT PERIOD: 7-01-11 TO 6-30-12**

1 PERSONNEL

Number of Positions	FTE Level	Position Title	Salary for Contract Period	% Allocated to Service A+ D = Total	Total Service	
					Cost	DES Cost
1	1	Community Services Director	\$81,994	50%+0=50%	50% \$ 40,997	\$ 4,100
1	1	Divisional Accountant	\$35,422	50%+0=50%	50% \$ 17,711	\$ 3,542
1	1	Divisional Program Manager	\$55,245	50%+0=50%	50% \$ 27,623	\$ 5,525
1	1	Divisional Special Projects	\$27,908	50%+0=50%	50% \$ 13,954	\$ 5,582
1	1	Divisional Assistant	\$32,885	50%+0=50%	50% \$ 16,443	\$ 6,577
1	1	Program Manager	\$47,632	25%+25=50%	50% \$ 23,816	\$ 23,816
1	1	Case Manager	\$30,534	0%+50%=50%	50% \$ 15,267	\$ 15,267
1	1	Case Manager	\$32,094	0%+50%=50%	50% \$ 16,047	\$ 16,047
1	1	Clerk	\$21,091	0%+50%=50%	50% \$ 10,546	\$ 10,546
TOTAL PERSONNEL COST:					\$ 182,404	\$ 91,002

2 EMPLOYEE RELATED EXPENSES

Item	Basis	Service Cost	DES Cost
Health Insurance	\$595.83 per mo x 12 mo X 1 @ 5%	\$ 357	\$ 357
	\$595.83 per mo x 12 mo X 2 @ 10%	\$ 1,430	\$ 1,430
	\$595.83 per mo x 12 mo X 2 @ 20%	\$ 2,860	\$ 2,860
	\$595.83 per mo x 12 mo X 4 @ 50%	\$ 14,300	\$ 14,300
FICA	0.0765 X \$182,404	\$ 13,954	\$ 6,977
Workman's Comp	0.003 X \$182,404	\$ 547	\$ 274
Retirement	0.1075 X \$182,404	\$ 19,608	\$ 9,804
TOTAL ERE COST:		\$ 53,056	\$ 36,002

3 PROFESSIONAL AND OUTSIDE SERVICES

Item	Basis	Service Cost	DES Cost
N/A		\$ -	\$ -
TOTAL PROF & OUTSIDE COSTS:		\$ -	\$ -

4 TRAVEL

Item	Basis	Service Cost	DES Cost
Gas/Vehicles/Maint	\$500 per month x 12 months	\$ 6,000	\$ 6,000
Per Diem	\$42 per day for 20 days for 5 FTE's	\$ 4,200	\$ 4,200
TOTAL TRAVEL COSTS:		\$ 10,200	\$ 10,200

5 SPACE

Item	Basis	Service Cost	DES Cost
Rent - Globe Office	Rent \$1,673 monthly X 12 months (Included electricity, cleaning, water, etc.)	\$ 20,076	\$ 8,154
N/A		\$ -	\$ -
TOTAL SPACE COSTS:		\$ 20,076	\$ 8,154

6 EQUIPMENT

Item	Basis	Service Cost	DES Cost
Scanners	3 @ \$300 based on IT quote	\$ 900	\$ 900
TOTAL EQUIPMENT COSTS:		\$ 900	\$ 900

7 MATERIALS & SUPPLIES

Item	Basis	Service Cost	DES Cost
N/A		\$ -	\$ -
TOTAL MAT & SUPP COSTS:		\$ -	\$ -

8 OPERATING SERVICES

Item	Basis	Service Cost	DES Cost
Staff Training & Registration	\$500 for training sessions for 2 FTE's @ 100%	\$ 1,000	\$ 1,000
Local Fax, 800 Line, Phone Line & Service	\$1,000 x 12 months		
Maintenance, Leases Agreements & Memberships/Dues		\$ 12,000	\$ 12,000
TOTAL OPERATING SERVICE COSTS:		\$ 13,000	\$ 13,000

9 INDIRECT COSTS

Item	Basis	Service Cost	DES Cost
N/A		\$ -	\$ -
TOTAL INDIRECT COSTS:		\$ -	\$ -

10

SUBTOTAL ADMINISTRATIVE COSTS:

\$ 279,636 \$ 159,258

11 VOUCHERS

Item	Basis	Service Cost	DES Cost
Vouchers - Direct Client Services	Average \$500 x 122 households	\$ 61,000	\$ 61,000
TOTAL VOUCHER COSTS:		\$ 61,000	\$ 61,000

12

TOTAL COSTS:

\$ 340,636 \$ 220,258

REVENUE SOURCES:

DES CSV	\$ 220,258	\$ 220,258
Gila County	\$ 120,378	
TOTAL REVENUE:	\$ 340,636	\$ 220,258
TOTAL REVENUE:	\$ 340,636	\$ 220,258



DEPARTMENT OF ECONOMIC SECURITY
Your Partner For A Stronger Arizona

Intergovernmental Agreement
CONTRACT AMENDMENT

1. CONTRACTOR (Name and address) Gila County Division of Health and Community Services 5515 S. Apache Ave., Suite 200 Globe, Arizona 85501	2. CONTRACT ID NUMBER DE111073001 3. AMENDMENT NUMBER Two (2)
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4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT
 Pursuant to the Terms and Conditions, Levels of Service section, the purpose of this amendment is to:

Add funding for the contract period beginning July 1, 2011 through June 30, 2012:

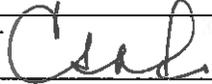
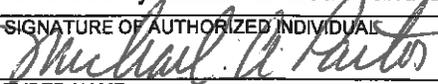
The reimbursement ceiling for the service for Case Management is increased from \$480,974 to \$907,703. This is an increase of \$426,729.

The reimbursement ceiling for the service for Community Services is increased from \$163,557 to \$313,557. This is an increase of \$150,000.

The cumulative reimbursement ceiling for the contract period July 1, 2011 to June 30, 2015 is: \$1,242,635.13.

Therefore, the Itemized Service Budgets for the service of Case Management (Attachment A) and Community Services (Attachment B) are revised and attached.

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 Division of Health and Community Services
SIGNATURE OF AUTHORIZED INDIVIDUAL 	SIGNATURE OF AUTHORIZED INDIVIDUAL 
TYPED NAME Elizabeth G. Csaki, CPPB	TYPED NAME Michael A. Pastor
TITLE Contract Administration Procurement Manager	TITLE Chairman, Gila County Board of Supervisors
DATE 6/28/2011	DATE 6-7-11

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: Barbara M. Behm
Assistant Attorney General

Date: 6/7/11

By: Bryan B. Chambers
Public Agency Legal Counsel
Bryan B. Chambers
Chief Deputy County Attorney

Date: 6-7-2011

ITEMIZED SERVICE BUDGET
FOR CONTRACT SERVICE: Case Management
PROVIDER NAME: Gila County Community Action Program
CONTRACT PERIOD: 7-01-11 TO 6-30-12

1 PERSONNEL

Number of Positions	FTE Level	Position Title	Salary for Contract Period	% Allocated to Service A+ D = Total	Total Service Cost	DES Cost
1	1	Divisional Fiscal Manager	\$53,893	50%+0=50%	50% \$ 26,947	\$ 26,947
1	1	Divisional Accountant	\$35,422	50%+0=50%	50% \$ 17,711	\$ 17,711
1	1	Program Manager	\$47,632	25%+25=50%	50% \$ 23,816	\$ 11,908
1	1	Case Manager	\$30,534	0%+50%=50%	50% \$ 15,267	\$ 15,267
1	1	Case Manager	\$32,094	0%+50%=50%	50% \$ 16,047	\$ 16,047
1	1	Clerk	\$21,091	0%+50%=50%	50% \$ 10,546	\$ 10,546
TOTAL PERSONNEL COST:					\$ 110,334	\$ 98,426

2 EMPLOYEE RELATED EXPENSES

Item	Basis	Service Cost	DES Cost
Health Insurance	\$595.83 per mo x 12 mo X 1 @ 25%	\$ 1,787	\$ 1,787
	\$595.83 per mo x 12 mo X 5 @ 50%	\$ 17,875	\$ 17,875
FICA	0.0765 X \$110,334	\$ 8,441	\$ 4,220
Workman's Comp	0.003 X \$110,334	\$ 331	\$ 166
Retirement	0.1075 X \$110,334	\$ 11,861	\$ 5,930
TOTAL ERE COST:		\$ 40,295	\$ 29,978

3 PROFESSIONAL AND OUTSIDE SERVICES

Item	Basis	Service Cost	DES Cost
N/A		\$ -	\$ -
TOTAL PROF & OUTSIDE COSTS:		\$ -	\$ -

4 TRAVEL

Item	Basis	Service Cost	DES Cost
Gas/Vehicles/Maint	\$225 per month x 12 months	\$ 2,700	\$ 2,262
Per Diem	\$42 per day for 20 days for 5 FTE's	\$ 4,200	\$ 3,328
TOTAL TRAVEL COSTS:		\$ 6,900	\$ 5,588

5 SPACE

Item	Basis	Service Cost	DES Cost
Rent - Globe Office	Rent \$1,673 monthly X 12 months (Included electricity, cleaning, water, etc.)	\$ 20,076	\$ 10,038
Sparkletts/Other Space Expense	\$100 x 12 months	\$ 1,200	\$ 240
TOTAL SPACE COSTS:		\$ 21,276	\$ 10,278

6 EQUIPMENT

Item	Basis	Service Cost	DES Cost
N/A		\$ -	\$ -
TOTAL EQUIPMENT COSTS:		\$ -	\$ -

7 MATERIALS & SUPPLIES

Item	Basis	Service Cost	DES Cost
General Office Supplies	\$200 per month x 6 FTE's x 12 months	\$ 14,400	\$ 8,489
Postage	\$250 per month x 12 months	\$ 3,000	\$ 1,200
TOTAL MAT & SUPP COSTS:		\$ 17,400	\$ 9,689

8 OPERATING SERVICES

Item	Basis	Service Cost	DES Cost
Staff Training & Registration	\$1000 for training sessions for 3 FTE's \$1500 for out of state training for 2 FTE's (includes flight, hotel & registration)	\$ 3,000	\$ 3,000
Printing, Publishing & Advertising Costs	4 publications @ \$200 in local papers	\$ 800	\$ 160
Local Fax, 800 Line, Phone Line & Service	\$1,713.30 x 12 months		
Maintenance, Leases Agreements & Memberships/Dues		\$ 20,560	\$ 10,280
TOTAL OPERATING SERVICE COSTS:		\$ 27,360	\$ 16,440

9 INDIRECT COSTS

Item	Basis	Service Cost	DES Cost
N/A		\$ -	\$ -
TOTAL INDIRECT COSTS:		\$ -	\$ -

10	SUBTOTAL ADMINISTRATIVE COSTS:	\$ 223,565	\$ 170,399
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11 VOUCHERS

Item			Service Cost	DES Cost
1	LIHEAP	77	\$ 222,500	\$ 222,500
2	LIHCON	78	\$ 7,013	\$ 7,013
3	LLVG		\$ -	\$ -
4	NHN	70	\$ 865	\$ 865
5	TANF	49	\$ 19,293	\$ 19,293
6	ESG	17	\$ 6,659	\$ 6,659
TOTAL VOUCHER COSTS:			\$ 256,330	\$ 256,330

12	TOTAL COSTS:		\$ 479,895	\$ 426,729
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REVENUE SOURCES:

DES Case Mgt.	\$ 426,729	\$ 426,729
Gila County	\$ 53,166	
TOTAL REVENUE:	\$ 479,895	\$ 426,729
TOTAL REVENUE:	\$ 479,895	\$ 426,729

**ITEMIZED SERVICE BUDGET
FOR CONTRACT SERVICE: Community Services
PROVIDER NAME: Gifa County Community Action Program
CONTRACT PERIOD: 7-01-11 TO 6-30-12**

1 PERSONNEL

Number of Positions	FTE Level	Position Title	Salary for Contract Period	% Allocated to Service A+ D = Total	Total Service Cost	DES Cost
1	1	Community Services Director	\$81,994	50%+0=50%	50% \$ 40,997	\$ 4,100
1	1	Divisional Accountant	\$35,422	50%+0=50%	50% \$ 17,711	\$ 3,542
1	1	Divisional Program Manager	\$55,245	50%+0=50%	50% \$ 27,623	\$ 5,525
1	1	Divisional Special Projects	\$27,908	50%+0=50%	50% \$ 13,954	\$ 5,582
1	1	Divisional Assistant	\$32,885	50%+0=50%	50% \$ 16,443	\$ 6,577
1	1	Program Manager	\$47,632	25%+25=50%	50% \$ 23,816	\$ 23,816
1	1	Case Manager	\$30,534	0%+50%=50%	50% \$ 15,267	\$ 15,267
1	1	Case Manager	\$32,094	0%+50%=50%	50% \$ 16,047	\$ 16,047
1	1	Clerk	\$21,091	0%+50%=50%	50% \$ 10,546	\$ 10,546
TOTAL PERSONNEL COST:					\$ 182,404	\$ 91,002

2 EMPLOYEE RELATED EXPENSES

Item	Basis	Service Cost	DES Cost
Health Insurance	\$595.83 per mo x 12 mo X 1 @ 5%	\$ 357	\$ 357
	\$595.83 per mo x 12 mo X 2 @ 10%	\$ 1,430	\$ 1,430
	\$595.83 per mo x 12 mo X 2 @ 20%	\$ 2,860	\$ 2,860
	\$595.83 per mo x 12 mo X 4 @ 50%	\$ 14,300	\$ 14,300
FICA	0.0765 X \$182,404	\$ 13,954	\$ 6,977
Workman's Comp	0.003 X \$182,404	\$ 547	\$ 274
Retirement	0.1075 X \$182,404	\$ 19,608	\$ 9,804
TOTAL ERE COST:		\$ 53,056	\$ 36,002

3 PROFESSIONAL AND OUTSIDE SERVICES

Item	Basis	Service Cost	DES Cost
N/A		\$ -	\$ -
TOTAL PROF & OUTSIDE COSTS:		\$ -	\$ -

4 TRAVEL

Item	Basis	Service Cost	DES Cost
Gas/Vehicles/Maint	\$500 per month x 12 months	\$ 6,000	\$ 5,700
Per Diem	\$42 per day for 20 days for 5 FTE's	\$ 4,200	\$ 2,632
TOTAL TRAVEL COSTS:		\$ 10,200	\$ 8,332

5 SPACE

Item	Basis	Service Cost	DES Cost
N/A		\$ -	\$ -
TOTAL SPACE COSTS:		\$ -	\$ -

6 EQUIPMENT

Item	Basis	Service Cost	DES Cost
N/A		\$ -	\$ -
TOTAL EQUIPMENT COSTS:		\$ -	\$ -

7 MATERIALS & SUPPLIES

Item	Basis	Service Cost	DES Cost
N/A		\$ -	\$ -
TOTAL MAT & SUPP COSTS:		\$ -	\$ -

8 OPERATING SERVICES

Item	Basis	Service Cost	DES Cost
Staff Training & Registration	\$500 for training sessions for 2 FTE's @ 100%	\$ 1,000	\$ 1,000
Local Fax, 800 Line, Phone Line & Service	\$1,000 x 12 months		
Maintenance, Leases Agreements & Memberships/Dues		\$ 12,000	\$ 3,600
TOTAL OPERATING SERVICE COSTS:		\$ 13,000	\$ 4,600

9 INDIRECT COSTS

Item	Basis	Service Cost	DES Cost
N/A		\$ -	\$ -
TOTAL INDIRECT COSTS:		\$ -	\$ -

.10	SUBTOTAL ADMINISTRATIVE COSTS:	\$ 258,659	\$ 139,936
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11 VOUCHERS

Item	Basis	Service Cost	DES Cost
Vouchers - Direct Client Services	Average \$500 x 19 households	\$ 10,064	\$ 10,064
TOTAL VOUCHER COSTS:		\$ 10,064	\$ 10,064

12	TOTAL COSTS:	\$ 268,723	\$ 150,000
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REVENUE SOURCES:

DES CSV	\$ 150,000	\$ 150,000
Gila County	\$ 118,723	
TOTAL REVENUE:	\$ 268,723	\$ 150,000
TOTAL REVENUE:	\$ 268,723	\$ 150,000



DEPARTMENT OF ECONOMIC SECURITY
Your Partner For A Stronger Arizona

**Intergovernmental Agreement
CONTRACT AMENDMENT**

1. CONTRACTOR (Name and address) Gila County Division of Community Services 5515 South Apache Avenue, Suite 200 Globe, AZ 85501	2. CONTRACT ID NUMBER DE111073-001 <hr/> 3. AMENDMENT NUMBER One (1)
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4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT

Pursuant to the Terms and Conditions, Amendments or Modifications section, the purpose of this amendment is to:

Add Funding:

The reimbursement ceiling for the service Case Management is increased from \$445,831.00 to \$480,974.00. This is an increase of \$35,143.00

The reimbursement ceiling for the service Community Service is increase from \$ 150,000.00 to \$163,557.00. This is an increase of \$13,557.00

Reduce Funding:

The reimbursement ceiling for the service of Community Service – ARRA is decreased from the estimated amount of \$21,565.00 to the available amount of \$ 21,375.13. This is a decrease of \$189.87.

The cumulative reimbursement ceiling for the contract period July 1, 2010 through June 30, 2011 is: \$665,906.13.

Therefore, the Itemized Service Budget for the service Case Management (Attachment A), Community Service (Attachment B), and Community Service – ARRA (Attachment C) is revised and attached.

Revise:

Scope of Work 9.6.1(2) to read "Quarterly ROMA Outcomes Report (See Exhibit E) by October 25th, January 25th, April 25th of each calendar year. The Contractor shall NOT submit a Fourth Quarter Report, but shall include Fourth Quarter data within the Annual CSBG IS (See Exhibit F). (Contractor must utilize format specified by DES)."

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 Division of Community Services
SIGNATURE OF AUTHORIZED INDIVIDUAL 	SIGNATURE OF AUTHORIZED INDIVIDUAL 
TYPED NAME Elizabeth Csaki	TYPED NAME Michael A. Pastor
TITLE Procurement Manager	TITLE Chairman, Gila County Board of Supervisors
DATE 6/6/2011	DATE 5/3/11

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: 6/2/11

By: 
 Public Agency Legal Counsel
 Bryan B. Chambers
 Chief Deputy County Attorney

Date: 5.3.2011

ITEMIZED SERVICE BUDGET
FOR CONTRACT SERVICE: Case Management
PROVIDER NAME: Gila County Community Action Program
CONTRACT PERIOD: 7-01-10 TO 6-30-11
Attachment A

1 PERSONNEL

Number of Positions	FTE Level	Position Title	Salary for Contract Period	% Allocated to Service A+ D = Total	Total Service Cost	DES Cost
1	1	Divisional Fiscal Manager	\$53,893	50%+0=50%	50% \$ 26,947	\$ 26,947
1	1	Divisional Accountant	\$35,422	50%+0=50%	50% \$ 17,711	\$ 17,711
1	1	Program Manager	\$47,632	25%+25=50%	50% \$ 23,816	\$ 11,908
1	1	Case Manager	\$30,534	0%+50%=50%	50% \$ 15,267	\$ 15,267
1	1	Case Manager	\$32,094	0%+50%=50%	50% \$ 16,047	\$ 16,047
1	1	Clerk	\$21,091	0%+50%=50%	50% \$ 10,546	\$ 10,545
TOTAL PERSONNEL COST:					\$ 110,334	\$ 98,425

2 EMPLOYEE RELATED EXPENSES

Item	Basis	Service Cost	DES Cost
Health Insurance	\$595.83 per mo x 12 mo X 1 @ 25%	\$ 1,787	\$ 1,787
	\$595.83 per mo x 12 mo X 5 @ 50%	\$ 17,875	\$ 17,875
FICA	0.0765 X \$110,334	\$ 8,441	\$ 4,220
Workman's Comp	0.003 X \$110,334	\$ 331	\$ 166
Retirement	0.0985 X \$110,334	\$ 10,868	\$ 5,434
TOTAL ERE COST:		\$ 39,302	\$ 29,482

3 PROFESSIONAL AND OUTSIDE SERVICES

Item	Basis	Service Cost	DES Cost
N/A		\$ -	\$ -
TOTAL PROF & OUTSIDE COSTS:		\$ -	\$ -

4 TRAVEL

Item	Basis	Service Cost	DES Cost
Gas/Vehicles/Maint	\$225 per month x 12 months	\$ 2,700	\$ 2,262
Per Diem	\$42 per day for 20 days for 5 FTE's	\$ 4,200	\$ 3,326
TOTAL TRAVEL COSTS:		\$ 6,900	\$ 5,588

5 SPACE

Item	Basis	Service Cost	DES Cost
Rent - Globe Office	Rent \$1,673 monthly X 12 months (Included electricity, cleaning, water, etc.)	\$ 20,076	\$ 10,038
Sparkletts/Other Space Expense	\$100 x 12 months	\$ 1,200	\$ 240
TOTAL SPACE COSTS:		\$ 21,276	\$ 10,278

6 EQUIPMENT

Item	Basis	Service Cost	DES Cost
N/A		\$ -	\$ -
TOTAL EQUIPMENT COSTS:		\$ -	\$ -

7 MATERIALS & SUPPLIES

Item	Basis	Service Cost	DES Cost
General Office Supplies	\$200 per month x 6 FTE's x 12 months	\$ 14,400	\$ 10,800
Postage	\$250 per month x 12 months	\$ 3,000	\$ 1,200
TOTAL MAT & SUPP COSTS:		\$ 17,400	\$ 12,000

8 OPERATING SERVICES

Item	Basis	Service Cost	DES Cost
Staff Training & Registration	\$1000 for training sessions for 3 FTE's	\$ 3,000	\$ 3,000
	\$1500 for out of state training for 2 FTE's (includes flight, hotel & registration)	\$ 3,000	\$ 3,000
Printing, Publishing & Advertising Costs	4 publications @ \$200 in local papers	\$ 800	\$ 160
Local Fax, 800 Line, Phone Line & Service	\$1,713.30 x 12 months	\$ 20,560	\$ 9,763
Maintenance, Leases Agreements & Memberships/Dues		\$ 27,360	\$ 15,923
TOTAL OPERATING SERVICE COSTS:		\$ 27,360	\$ 15,923

9 INDIRECT COSTS

Item	Basis	Service Cost	DES Cost
N/A		\$ -	\$ -
TOTAL INDIRECT COSTS:		\$ -	\$ -

10	SUBTOTAL ADMINISTRATIVE COSTS:	\$ 222,572	\$ 171,696
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11 VOUCHERS

Item			Service Cost	DES Cost
1	LIHEAP	77	\$ 235,210	\$ 235,210
2	LIHCON	78	\$ 28,172	\$ 28,172
3	LLVG		\$ 8,259	\$ 8,259
4	NHN	70	\$ 865	\$ 865
5	TANF	49	\$ 30,113	\$ 30,113
6	ESG	17	\$ 6,659	\$ 6,659
TOTAL VOUCHER COSTS:			\$ 309,278	\$ 309,278

12	TOTAL COSTS:	\$ 531,850	\$ 480,974
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REVENUE SOURCES:

DES Case Mgt.	\$ 480,974	\$ 480,974
Gila County	\$ 50,876	
TOTAL REVENUE:	\$ 531,850	\$ 480,974
TOTAL REVENUE:	\$ 531,850	\$ 480,974

CMT-A Case Management ISB 10-11
 Submitted 04/23/2010
 Revised 3/17/2011

ITEMIZED SERVICE BUDGET
FOR CONTRACT SERVICE: Community Services
PROVIDER NAME: Gila County Community Action Program
CONTRACT PERIOD: 7-01-10 TO 6-30-11
Attachment B

1 PERSONNEL

Number of Positions	FTE Level	Position Title	Salary for Contract Period	% Allocated to Service A+ D = Total	Total Service Cost	DES Cost
1	1	Community Services Director	\$81,994	50%+0=50%	50% \$ 40,997	\$ 4,100
1	1	Community Services Deputy Director	\$67,309	50%+0=50%	50% \$ 33,655	\$ 3,365
1	1	Divisional Program Manager	\$55,245	50%+0=50%	50% \$ 27,623	\$ 5,524
1	1	Divisional Special Projects	\$27,908	50%+0=50%	50% \$ 13,954	\$ 5,582
1	1	Divisional Assistant	\$32,885	50%+0=50%	50% \$ 16,443	\$ 6,577
1	1	Program Manager	\$47,632	25%+25=50%	50% \$ 23,816	\$ 23,816
1	1	Case Manager	\$30,534	0%+50%=50%	50% \$ 15,267	\$ 15,267
1	1	Case Manager	\$32,094	0%+50%=50%	50% \$ 16,047	\$ 16,047
1	1	Clerk	\$21,091	0%+50%=50%	50% \$ 10,546	\$ 10,546
TOTAL PERSONNEL COST:					\$ 198,348	\$ 90,824

2 EMPLOYEE RELATED EXPENSES

Item	Basis	Service Cost	DES Cost
Health Insurance	\$595.83 per mo x 12 mo X 2 @ 5%	\$ 715	\$ 715
	\$595.83 per mo x 12 mo X 1 @ 10%	\$ 715	\$ 715
	\$595.83 per mo x 12 mo X 2 @ 20%	\$ 2,860	\$ 2,860
	\$595.83 per mo x 12 mo X 4 @ 50%	\$ 14,300	\$ 14,300
FICA	0.0765 X \$198,348	\$ 15,174	\$ 7,587
Workman's Comp	0.003 X \$198,348	\$ 595	\$ 298
Retirement	0.0985 X \$198,348	\$ 19,537	\$ 9,769
TOTAL ERE COST:		\$ 53,896	\$ 36,244

3 PROFESSIONAL AND OUTSIDE SERVICES

Item	Basis	Service Cost	DES Cost
N/A		\$ -	\$ -
TOTAL PROF & OUTSIDE COSTS:		\$ -	\$ -

4 TRAVEL

Item	Basis	Service Cost	DES Cost
Gas/Vehicles/Maint	\$500 per month x 12 months	\$ 6,000	\$ 5,700
Per Diem	\$42 per day for 20 days for 5 FTE's	\$ 4,200	\$ 2,632
TOTAL TRAVEL COSTS:		\$ 10,200	\$ 8,332

5 SPACE

Item	Basis	Service Cost	DES Cost
N/A		\$ -	\$ -
TOTAL SPACE COSTS:		\$ -	\$ -

6 EQUIPMENT

Item	Basis	Service Cost	DES Cost
N/A		\$ -	\$ -
TOTAL EQUIPMENT COSTS:		\$ -	\$ -

7 MATERIALS & SUPPLIES

Item	Basis	Service Cost	DES Cost
N/A		\$ -	\$ -
TOTAL MAT & SUPP COSTS:		\$ -	\$ -

8 OPERATING SERVICES

Item	Basis	Service Cost	DES Cost
Staff Training & Registration	\$500 for training sessions for 2 FTE's @ 100%	\$ 1,000	\$ 1,000
Local Fax, 800 Line, Phone Line & Service	\$1,000 x 12 months	\$ 12,000	\$ 3,600
Maintenance, Leases Agreements & Memberships/Dues			
TOTAL OPERATING SERVICE COSTS:		\$ 13,000	\$ 4,600

9 INDIRECT COSTS

Item	Basis	Service Cost	DES Cost
N/A		\$ -	\$ -
TOTAL INDIRECT COSTS:		\$ -	\$ -

10	SUBTOTAL ADMINISTRATIVE COSTS:	\$ 275,444	\$ 140,000
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11 VOUCHERS

Item	Basis	Service Cost	DES Cost
Vouchers - Direct Client Services	Average \$500 x 46 households	\$ 23,557	\$ 23,557
TOTAL VOUCHER COSTS:		\$ 23,557	\$ 23,557

12	TOTAL COSTS:	\$ 299,001	\$ 163,557
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REVENUE SOURCES:

DES CSV	\$ 163,557	\$ 163,557
Gila County	\$ 135,444	
TOTAL REVENUE:	\$ 299,001	\$ 163,557
TOTAL REVENUE:	\$ 299,001	\$ 163,557

CSV-B ISB 10-11
Submitted 04/23/10
Revised 3/17/2011

ITEMIZED SERVICE BUDGET
FOR CONTRACT SERVICE: Community Services AARA (Stimulus)
PROVIDER NAME: Gila County Community Action Program
CONTRACT PERIOD: 7-01-10 TO 9-30-10
Attachment C

1 PERSONNEL

Number of Positions	FTE Level	Position Title	Salary for Contract Period	% Allocated to Service A+ D = Total	Total Service Cost	DES Cost
N/A					\$ -	\$ -
TOTAL PERSONNEL COST:					\$ -	\$ -

2 EMPLOYEE RELATED EXPENSES

Item	Basis	Service Cost	DES Cost
N/A		\$ -	\$ -
TOTAL ERE COST:		\$ -	\$ -

3 PROFESSIONAL AND OUTSIDE SERVICES

Item	Basis	Service Cost	DES Cost
N/A		\$ -	\$ -
TOTAL PROF & OUTSIDE COSTS:		\$ -	\$ -

4 TRAVEL

Item	Basis	Service Cost	DES Cost
N/A		\$ -	\$ -
TOTAL TRAVEL COSTS:		\$ -	\$ -

5 SPACE

Item	Basis	Service Cost	DES Cost
N/A		\$ -	\$ -
TOTAL SPACE COSTS:		\$ -	\$ -

6 EQUIPMENT

Item	Basis	Service Cost	DES Cost
N/A		\$ -	\$ -
TOTAL EQUIPMENT COSTS:		\$ -	\$ -

7 MATERIALS & SUPPLIES

Item	Basis	Service Cost	DES Cost
Outreach/media materials & supplies for clients for CARE Fair and EITC activities.	Approx \$52.50 x 150 individuals for both activities	\$ 7,875.13	\$ 7,875.13
TOTAL MAT & SUPP COSTS:		\$ 7,875.13	\$ 7,875.13

8 OPERATING SERVICES

Item	Basis	Service Cost	DES Cost
N/A		\$ -	\$ -
TOTAL OPERATING SERVICE COSTS:		\$ -	\$ -

9 INDIRECT COSTS

Item	Basis	Service Cost	DES Cost
N/A		\$ -	\$ -
TOTAL INDIRECT COSTS:		\$ -	\$ -

10	SUBTOTAL ADMINISTRATIVE COSTS:	\$ 7,875.13	\$ 7,875.13
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11 VOUCHERS

Item	Basis	Service Cost	DES Cost
Vouchers - Direct Client Services	Average \$500 x 27 households	\$ 13,500	\$ 13,500
TOTAL VOUCHER COSTS:		\$ 13,500	\$ 13,500

12	TOTAL COSTS:	\$ 21,375.13	\$ 21,375.13
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REVENUE SOURCES:

CPIP CSV	\$ 21,375.13	\$ 21,375.13
TOTAL REVENUE:	\$ 21,375.13	\$ 21,375.13

TOTAL REVENUE:	\$ 21,375.13	\$ 21,375.13
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CSV-C ISB 10-11
 Submitted 07/08/10
 Revised 12/07/10



DEPARTMENT OF ECONOMIC SECURITY
Your Partner For A Stronger Arizona

INTERGOVERNMENTAL AGREEMENT (IGA)

Contract between the Arizona Department of Economic Security ("ADES") and the Gila County Division of Health & Community Services("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 ~~Insert Contractor Authority~~ Here and, *MS* A.R.S §11-201 et. seq. and A.R.S §11-251 et. seq.

WHEREAS the Department and the 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 DEPARTMENT OF ECONOMIC SECURITY

FOR AND ON BEHALF OF THE GILA COUNTY DIVISION OF HEALTH & COMMUNITY SERVICES

Osaki
Procurement Officer Signature

Michael A. Pastor
Signature

Printed Name
Elizabeth G. Osaki, CPPB
Title
Professional Services Procurement Manager

Michael A. Pastor
Printed Name
Chairman, Board of Supervisors

Date
8/18/2010

Title
7/6/10
Date

DE111073-001
ADES Contract Number

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: *Barbara M. Behm*
Assistant Attorney General

By: *Bryan Chambers*
Public Agency Legal Counsel

Date: 8/16/10

Bryan Chambers, Chief Deputy Gila Co. Attorney
Date: 8-23-2010

TERMS AND CONDITIONS

1.0 **Parties**

1.1 This Intergovernmental Agreement (IGA) is between the Arizona Department of Economic Security (ADES), and the Gila County Division of Health & Community Services .

2.0 **Term of Agreement and Option to Extend**

2.1 **Term** - See section 5.0 Contract Term in the Scope of Work.

2.1.1 The parties agree that if similar services were provided by the Contractor prior to the date of last signature, but no earlier than July 1, 2010, those services may be compensated under this agreement.

2.1.2 The parties agree that if similar services were provided by the Contractor after the end date of the contract, those services shall not be compensated under this agreement.

2.2. **Extension**

2.2.1 This agreement may be extended through a written amendment by mutual agreement of the parties.

3.0 **Purpose of Agreement**

3.1 The purpose of this agreement is to contract for services which address the causes of poverty in local areas and to provide emergency services which alleviate crisis situations.

4.0 **Definitions**

4.1 "*Contract Amendment*" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.

4.2 "*Contractor*" means any person who has a Contract with the State.

4.3 "*Days*" means calendar days unless otherwise specified.

4.4 "*Department*" means the Arizona Department of Economic Security or ADES, unless otherwise indicated.

4.5 "*Equipment*" means all vehicles, furniture, machinery, electronic data processing (EDP) equipment, software and all other equipment costing \$10,000.00 or more, including all normal and necessary expenses incurred to make the equipment ready for its intended use (e.g., axes, freight, installation, assembly and testing charges, etc.), and with a useful life of greater than one year. Equipment as used herein does not include real property (e.g., land, building, structures, or facilities' improvements).

4.6 "*Exhibit*" means any item labeled as an Exhibit.

4.7 "*Gratuity*" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

4.8 "*Materials*" means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.

4.9 "*May*" indicates something that is not mandatory but permissible.

4.10 "*Procurement Officer*" means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.

4.11 "*Services*" means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.

4.12 Shall, Must" indicates a mandatory requirement.

4.13 "Should" indicates something that is recommended but not mandatory. If the Contractor fails to provide recommended information, the State may, at its sole option, ask the Contractor to provide the information.

4.14 "*Subcontract*" means any Contract, expressed or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

4.15 "*State*" means the State of Arizona and Department or Agency of the State that executes the Contract.

4.16 "*State Fiscal Year*" means the period beginning with July 1 and ending June 30.

4.17 "*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.

5.0 **Manner of Financing**

5.1 See section 4.0 Funding in the Scope of Work.

6.0 **Service Descriptions**

6.1 See Scope of Work for descriptions of each service.

7.0 Responsibilities

- 7.1 The ADES and the Contractor agree to comply with the Scope of Work, Administrative Methodology and Service Methodologies.
- 7.2 Services will be provided at the locations identified on the Facility Location Chart.

8.0 Advertising, Publishing and Promotion of Contract.

- 8.1 The Contractor shall provide to the Department for review and approval all reports or publications (written, visual or sound) that are funded or partially funded under this contract, a minimum of fifteen (15) calendar days prior to public release. All reports and publications whether written, visual or verbal shall contain the following statement: "This program was funded through a contract with the Arizona Department of Economic Security points of view are those of the author and do not necessarily represent the official position or policies of the Department."

9.0 Amendments or Modifications

- 9.1 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.
- 9.2 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:
 - 9.2.1 Change of telephone number;
 - 9.2.2 Change in authorized signatory; and/or
 - 9.2.3 Change in the name and/or address of the person to whom notices are to be sent.
- 9.3 This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Procurement Officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

10.0 Applicable Law

- 10.1 This Agreement shall be governed and interpreted by the laws of the State of Arizona.
- 10.2 The materials and services supplied under this Agreement shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.
- 10.3 Nothing in this contract shall be construed as a waiver of an Indian tribe's sovereign immunity; nothing shall be construed as an Indian tribe's consent to be sued or as consent by an Indian tribe to the jurisdiction of any State Court.
- 10.4 The Contractor shall comply with the requirements related to reporting to a peace officer or child protective services incidents of crimes against children as specified in A.R.S. §13-3620 as may be amended .
- 10.5 The Contractor shall comply with P.L. 101-121, Section 319 (31 U.S.C. section 1352) as may be amended and 29 C.F.R. Part 93 as may be amended which prohibit the use of federal funds for lobbying and which state, in part: Except with the express authorization of Congress, the Contractor, its employees or agents, shall not utilize any federal funds under the terms of this contract to solicit or influence, or to attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation. Indian tribes, tribal organizations and any other Indian organizations are exempt from these lobbying restrictions with respect to expenditures that are specifically permitted by other federal law.
- 10.6 The Contractor shall comply with all applicable state and federal statutes and regulations. This shall include A.R.S. § 23-722.01 as may be amended relating to new hire reporting, A.R.S. § 23-722.02 as may be amended relating to wage assignment orders to provide child support, and A.R.S. § 25-535 as may be amended relating to administrative or court-ordered health insurance coverage for children.
- 10.7 The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona.
- 10.8 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.
- 10.9 The Contractor shall comply with P. L. 105-285, Section 678F(a) which prohibits the use of funds for the purchase of improvement of land, or purchase, construction or permanent improvement (other than low-cost residential weatherization or other energy-related home repairs) of any building or other facility.

- 10.10 The Contractor shall comply with P.L. 105-285, Section 678F(b) which prohibits the use of CSBG funds for the provision of services or the employment or assignment of personnel in a manner supporting any bi-partisan or non-partisan political activity or any political activity associated with a candidate, or contending faction or group, in an election for public or party office; any activity to provide transportation to the polls or similar assistance in connection with and such election, any voter registration activity.
- 11.0 Arbitration**
- 11.1 In accordance with A.R.S. § 12-1518 as may be amended, the parties agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review except as may be required by other applicable statutes.
- 12.0 Assignment and Delegation.**
- 12.1 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.
- 13.0 Audit**
- 13.1 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, and where applicable the Federal Government, at reasonable times, and to the extent that the books and records relate to the performance of the Contracts or subcontract. Upon request, Contractor shall produce the original of any or all such records.
- 13.2 In compliance with the Federal Single Audit Act (31 U.S.C. Sections 7501-7507 as may be amended), Contractors designated as subrecipients, as described in the Office of Management and Budget (OMB) Circular A-133, expending Federal funds from all sources totaling \$500,000 or more, shall have a yearly audit conducted in accordance with the audit and reporting standards as prescribed in OMB Circular A-133 (A-133) as may be amended. As outlined in A-133 the audit Reporting Package shall include:
- 13.2.1 Financial statements and a Schedule of Expenditures of Federal Awards (SEFA)
- 13.2.2 Summary schedule of prior audit findings
- 13.2.3 Auditor's Reports (detailed in the A-133)
- 13.2.4 Corrective Action Plan.
- 13.3 The Department's contract numbers and award amounts shall be included on the SEFA. A copy of the Single Audit Reporting Package and Management Letter, if issued, shall be submitted to the Department's Office of Audit and Management Services within thirty (30) days after completion of the audit or nine (9) months after the audited period and to the Department's person designated to receive notices as specified in the section 7.0 General Reporting Requirements in the Scope of Work.
- 13.4 All Contractors are subject to the programmatic and fiscal monitoring requirements of each Department program to ensure accountability of the delivery of all goods and services, as required under the Federal Single Audit Act. A minimum fiscal requirement for all Contractors designated as vendors is an annual financial audit which includes Department contract numbers and award amounts. The Audit Report, Management Letter, if issued, and Auditor's Opinion shall be submitted within thirty (30) days after completion of the audit to the Department's person designated to receive notices as specified in the Reports Section in the Scope of Work.
- 13.5 As prescribed in OMB Circular A-133, for-profit subrecipients are subject to compliance requirements established by the Department. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-award audits, Department monitoring during the contract, and post-award audits.
- 13.6 Audits of non-profit corporations receiving Federal or State monies required pursuant to Federal or State law shall be conducted as provided in 31 U.S.C. Section 7501 et seq. and A.R.S. Section 35-181.03 as may be amended and any other applicable statutes, rules, regulations and standards.
- 14.0 Availability of Funds for the Current State Fiscal Year**
- 14.1 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:
- 14.1.1 Reduce payments or units authorized;
- 14.1.2 Accept a decrease in price offered by the Contractor;
- 14.1.3 Cancel the Agreement; or
- 14.1.4 Cancel the Agreement and re-solicit the requirements.

14.1.5 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 an amendment to this Agreement.

15.0 Availability of Funds for the Next State Fiscal Year

15.1 Funds may not presently be available for performance under this Agreement beyond the current state fiscal year. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the ADES at the end of the period for which funds are available.

15.2 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.

16.0 Background Checks for Employment through the Central Registry

16.1 If providing direct services to children or vulnerable adults, the following shall apply:

16.1.1 The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this Contract.

16.1.2 Background checks through the Central Registry shall be conducted for each Contract 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. These requirements shall apply throughout the full term of the contract.

16.1.3 The Contractor shall maintain the Central Registry Background Check results in a confidential file for five (5) years after termination of the Contract.

17.0 Certification of Cost or Pricing Data

17.1 The Contractor certifies that, to the best of the Contractor's knowledge and belief, any cost or pricing data submitted is accurate, complete and current as of the date submitted or other mutually agreed upon date. Furthermore, the price to the State shall be adjusted to exclude any significant amounts by which the State finds the price was increased because the Contractor-furnished cost or pricing data was inaccurate, incomplete or not current as of the date of submittal. Such adjustment by the State may include overhead, profit or fees.

18.0 Certification Regarding Lobbying

18.1 The Contractor agrees to comply with 49 CFR part 20.

19.0 Confidentiality

19.1 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 the Department and to the Attorney General's Office as required by the terms of this contract, by law or upon their request.

20.0 Code of Conduct

20.1 The Contractor shall avoid any action that might create or result in the appearance of:

20.1.1 Inappropriate use or divulging of information gathered or discovered pursuant to the performance of its duties under the contract;

20.1.2 Acting on behalf of the State without appropriate authorization;

20.1.3 Provided favorable or unfavorable treatment to anyone;

20.1.4 Made a decision on behalf of the State that exceeded its authority, could result in partiality, or have a political consequence for the State;

20.1.5 Misrepresent or otherwise impeded the efficiency, authority, actions, policies, or adversely affect the confidence of the public or integrity of the State; or,

20.2.6 Loss of impartiality when advising the State.

21.0 Competitive Bidding

21.1 The Contractor is authorized to purchase the supplies and equipment itemized in the contract for utilization in the delivery of contract services. Contractor shall procure all such supplies and equipment at the lowest

practicable cost and shall purchase all non-expendable items having a useful life of more than one year and an acquisition cost of \$1,000 or more, through generally accepted and reasonable competitive bidding processes. Any procurement in violation of this provision shall be considered a financial audit exception.

22.0 Conflict of Interest

22.1 In accordance with A.R.S. §38-511 as may be amended, 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.

23.0 Cooperation

23.1 The Department may undertake or award other contracts for additional work related to the work performed by the Contractor, and the Contractor shall fully cooperate with such other Contractors and State employees, and carefully fit its own work to such other Contractors' work. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor or by State employees. The Contractor shall cooperate as the State deems necessary, with the transfer of work, services, case records and files performed or prepared by the Contractor to other Contractor(s).

24.0 Data Sharing Agreement

24.1 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.

25.0 Disposition of Property

25.1 If the Contractor is authorized to purchase Equipment, it shall be itemized in the contract for utilization in the delivery of contract services. If Equipment is purchased as authorized by this contract, the Contractor shall maintain complete and up-to-date inventory records for all Equipment purchased hereunder.

Equipment specifically designated within this contract, to be purchased in whole or part with the Department funds, shall be reported in accordance with Department inventory policies and procedures. The Contractor shall report Equipment purchased with contract funds to the Department within thirty (30) days of purchase, perform an annual inventory of all equipment purchased with Department funds and submit the Equipment inventory form to the Department person designated to receive notices.

25.2 The Department shall retain an equitable interest equal to the purchase price paid, or a fair estimate or appraisal of current market value, whichever is greater, in all Equipment purchased under this contract. The Department shall be included as a co-insured on any insurance policy which covers Equipment purchased under this contract.

25.3 The Contractor shall not dispose of any Equipment purchased under this contract without the prior written consent of the Department during and after the contract term. Such consent, if given, may include direction as to the means of disposition and the utilization of proceeds, including any necessary adjustments to the contract.

25.4 Upon termination of this contract, any Equipment purchased under this contract shall be disposed of as directed by the Department and, if sold, the Department shall be compensated in the amount of its equitable interest.

26.0 Eligibility for State or Local Public Benefits; Documentation and Violations

26.1 Contractors providing services as an agent of the State, shall ensure compliance with A.R.S. §1-502 as may be amended. A.R.S. §1-502 requires each person applying or receiving a public benefit to provide documented proof which demonstrates a lawful presence in the United States. The State shall reserve the right to conduct unscheduled, periodic process and documentation audits to ensure contractor compliance. All available contract remedies, up to and including termination may be taken for failure to comply with A.R.S. §1-502 as may be amended in the delivery of services under this contract.

27.0 Evaluation

27.1 The Department may evaluate, and the Contractor shall cooperate in the evaluation of, contract services. Evaluation may assess the quality and impact of contract services, either in isolation or in comparison with

other similar services, and assess the Contractor's progress and/or success in achieving the goals, objectives and deliverables set forth in this contract.

27.2 As requested by the Department, the Contractor shall participate in third party evaluations relative to contract impact in support of Department goals.

28.0 E-Verify

28.1 In accordance with ARS §41-4401 as may be amended, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with AAC Section A.R.S. § 23-214, Subsection A.

29.0 Fair Hearings and Service Recipients' Grievances

29.1 The Contractor shall advise all applicants for and recipients of contract services of their right, at any time and for any reason, to present to the Contractor and to the Department any grievances arising from the delivery of contract services, including, but not limited to, ineligibility determination, reduction of services, suspension or termination of services, or quality of services. The Department may assert its jurisdiction to hear the grievance or refer the matter to the appropriate authority.

29.2 The Contractor, whenever authorized by law, shall maintain a formal system acceptable to and approved by the Department for reviewing and adjudicating grievances by service recipients or subcontractors arising from this contract.

30.0 Federal Immigration and Nationality Act

30.1 By entering into the Agreement, 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 Agreement. 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 Agreement. I-9 forms are available for download at USCIS.GOV.

30.2 The State may request verification of compliance for any Contractor or subcontractor performing work under the Agreement. 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 Agreement for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

31.0 Fees and Program Income

31.1 Unless specifically authorized in the contract, the Contractor shall impose no fees or charges of any kind upon recipients for contract services.

32.0 Fingerprinting

32.1 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:

32.1.1 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 the Department 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.

32.1.2 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.

32.1.3 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.

32.1.4 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 (as may be amended).

- 32.1.5 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 have ever committed any act of sexual abuse of a child, including sexual exploitation and commercial sexual exploitation, or any act of child abuse.
- 32.1.6 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).

33.0 Force Majeure

- 33.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance of this Agreement is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
- 33.2 Force Majeure shall not include the following occurrences:
- 33.2.1 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
- 33.2.2 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
- 33.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- 33.3 If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
- 33.4 Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

34.0 Inclusive Contractor

- 34.1 Contractor is encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. This could include subcontractors for a percentage of the administrative or direct service being proposed. Contractor who is committing a portion of its work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning the Contractor's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.

35.0 Indemnification

35.1 Indemnification for Contractor:

- 35.1.1 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.

35.2 Indemnification for Subcontractor

- 35.2.1 In addition, Gila County Division of Health & Community Services 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 Gila County Division of Health & Community Services's contractor 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.

36.0 Insurance Requirements

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

36.2 The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

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 additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor"***.

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.

This requirement may be satisfied with a policy combining General and Professional Liability, provided that the General Liability section of the policy is written on an occurrence basis, and includes coverage for contractual liability.

2. **Business Automobile Liability**

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

Combined Single Limit (CSL)	\$1,000,000
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a. The policy shall be endorsed to include the following additional insured language: ***"The State of Arizona and the Arizona Department of***

Economic Security 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".

- 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.
- c. This paragraph, **Business Automobile Liability**, shall not be applicable in the event Contractor (or its Subcontractors) does not utilize a vehicle in any manner in the performance of this Contract or if the utilization is used only for commuting purposes. In the event Contractor (or its Subcontractors) subsequently utilizes the vehicle in the performance of the Contract or utilizes it for other than commuting purposes, this paragraph, **Business Automobile Liability**, shall be fully applicable, effective the date the utilization is changed.

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.

4. Professional Liability (Errors and Omissions Liability)

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

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

B. Additional Insurance Requirements: The policies shall include, or be endorsed to include, the following provisions: The State of Arizona and the Arizona 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.

- 1. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
- 2. 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 Arizona Department of Economic Security, Office of Procurement, 1789 W. Jefferson St. Site Code 805Z, Phoenix, AZ 85007 unless the Scope of Work General Reporting Requirements specifies otherwise 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.

If the social services program utilizes the Social Service Contractors Indemnity Pool (SSCIP) or other approved insurance pool for insurance coverage, SSCIP or the other approved insurance pool is exempt from the A.M. Best's rating requirements listed in this contract. If the contractor or subcontractor chooses to use SSCIP or another approved insurance pool as its insurance provider, the contract/subcontract would be considered in full compliance with insurance requirements relating to the A.M. Best rating requirements.

- 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 Arizona Department of Economic Security, Office of Procurement, 1789 W. Jefferson St. Site Code 805Z, Phoenix, AZ 85007 unless the Scope of Work General 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 insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- 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.

In the event that Contractor determines that it may not be able to comply fully with the insurance requirements set forth above in Section 36.0 of these Terms and Conditions, the Contractor may request that the insurance requirements be modified pursuant to paragraph 36.2(G), provided that such request be delivered in writing to ADES at least ten days prior to the solicitation due date or, if not a solicitation, prior to contract execution. Contractor shall include with such request Contractor's justification for the modification with supporting documentation.

As provided in paragraph 36.2(G), the Department of Administration, Risk Management Section, shall decide whether such modification may be permitted. If the Department of Administration, Risk Management, decides to grant permission, the ADES Chief Procurement Officer shall then decide whether to approve the modification.

Modifications that are approved will be done so on a case-by-case basis and shall not affect the insurance requirements of other Contractors for whom modifications have not been approved. If a Contractor's request has not been approved or a Contractor fails to deliver its request prior to the applicable deadline, then the Contractor shall be required to comply fully with the insurance requirements set forth in paragraph 36.0 above.

37.0 IT 508 Compliance

37.1 Unless specifically authorized in the Agreement, any electronic or information technology offered to the State of Arizona under this agreement shall comply with A.R.S. § 41-2531 and §2532 as may be amended, 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 Levels of Service

38.1 If the Contractor determines service recipient eligibility, the Contractor shall maintain and regulate services set forth in this contract to ensure continuity and availability of services to eligible persons during the term of this contract and during any transition to a subsequent Contractor.

38.2 The Department makes no guarantee to purchase specific quantities of goods or services, or to refer eligible persons as may be identified or specified herein. Further, it is understood and agreed that this contract is for the sole convenience of the Department and that the Department reserves the right to obtain like goods or services from other sources when such need is determined necessary by the Department.

38.3 Any administration within the Department may obtain services under this contract.

38.4 Contract services may be moved or expanded to other site locations within the geographic area awarded only by a written contract amendment.

38.5 When the method of compensation for the service is Fixed Price with Price Adjustment, the contract may be amended, by mutual agreement, to purchase additional services by increasing the contract service budget and/or budget summary.

39.0 Monitoring

39.1 The Department may monitor the Contractor and/or subcontractor and they shall cooperate in the monitoring of services delivered, facilities and records maintained and fiscal practices.

40.0 Non-Availability of Funds

40.1 In accordance with ARS § 35-154 as may be amended, every payment obligation of the State under the Agreement 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 Agreement, this Agreement may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event his provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

41.0 Non-Discrimination

41.1 In accordance with ARS § 41-1461 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.

41.2 Unless exempt under Federal law the Contractor shall comply with Title VII of the Civil Rights Act of 1964 as amended. Contractor shall comply with the Age Discrimination in Employment Act. The Contractor shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap. The Contractor shall comply with the requirements of the Fair Labor Standards Act of 1938, as amended.

41.3 If Contractor is an Indian Tribal Government, Contractor shall comply with the Indian Civil Rights Act of 1968. It shall be permissible for an Indian Tribal Contractor to engage in Indian preference in hiring.

41.4 The Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits the denial of benefits of or participation in contract services on the basis of race, color, or national origin. The Contractor

shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap, in delivering contract services; and with Title II of the Americans with Disabilities Act, and the Arizona Disability Act, which prohibit discrimination on the basis of physical or mental disabilities in the provision of contract programs, services and activities.

41.5 The following shall be included in all publications, forms, flyers, etc. that are distributed to recipients of contract services:

"Under Titles VI and VII of the Civil Rights Act of 1964 (Title VI and VII) and the Americans with Disabilities Act of 1990 (ADA) Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, *insert Contractor name here*) prohibits discrimination in admissions, programs, services, activities or employment based on race, color, religion, sex, national origin, age, and disability. The *(insert Contractor name here)* must make a reasonable accommodation to allow a person with a disability to take part in a program, service, or activity. Auxiliary aids and services are available upon request to individuals with disabilities. For example, this means that if necessary, the *(insert Contractor name here)* must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print materials. It also means that the *(insert Contractor name here)* will take any other reasonable action that allows you to take part in and understand a program or activity, including making reasonable changes to an activity. If you believe that you will not be able to understand or take part in a program or activity because of your disability, please let us know of your disability needs in advance if at all possible. To request this document in alternative format or for further information about this policy please contact: *(insert Contractor contact person and phone number here)*" Para obtener este documento en otro formato u obtener información adicional sobre esta política, *(insert Contractor contact person and phone number here)*"

42.0 **No Parole Evidence**

42.1 Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

43.0 **No Waiver.**

43.1 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.

44.0 **Notices**

44.1 All notices to the Contractor regarding this agreement shall be sent to the address indicated in Attachment 4.

44.2 All notices to the ADES regarding this agreement shall be sent to the address indicated in section 7.0 General Reporting Requirements in the Scope of Work.

44.3 All notices shall reference the contract number.

44.4 The Contractor shall give written notice to the Department of changes to the following, and a written amendment to the contract shall not be necessary:

44.4.1 Change of telephone number;

44.4.2 Changes in the name and/or address of the person to whom notices are to be sent;

44.4.3 Changes in contract-related personnel positions of the Contractor which do not affect staffing ratios, staff qualifications or specific individuals required under this contract; or

44.5 In a fixed price with price adjustment contract, a written amendment shall not be necessary to shift costs among budget categories. The Contractor shall give written notice to the Department that includes justification for the change and receive written approval by the Department. Any such increase must be offset by an equal value decrease in any budget category or categories.

45.0 **Offshore Performance Of Work Prohibited**

45.1 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

46.0 Order of Precedence

- 46.1 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:
1. Terms and Conditions;
 2. Scope of Work;
 3. Attachments;
 4. Exhibits.

47.0 Ownership of Intellectual Property

- 47.1 Any and all intellectual property, including but not limited to copyright, invention, trademark, tradename, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor (s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.

48.0 Pandemic Contractual Performance

- 48.1 The State shall require a written plan that illustrates how the Contractor shall perform up to contractual standards in the event of a pandemic. The State may require a copy of the plan at anytime prior or post award of a contract. At a minimum, the pandemic performance plan shall include:
- 48.1.1 Key succession and performance planning if there is a sudden significant decrease in Contractor's workforce.
- 48.1.2 Alternative methods to ensure there are services or products in the supply chain.
- 48.1.3 An up to date list of company contacts and organizational chart.
- 48.2 In the event of a pandemic, as declared by the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this contract impossible or impracticable, the State shall have the following rights:
- 48.2.1 After the official declaration of a pandemic, the State may temporarily void the contract(s) in whole or specific sections if the contractor cannot perform to the standards agreed upon in the initial terms.
- 48.2.2 The State shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the Director of the Arizona Department of Administration per A.R.S. § 41-2537 as may be amended of the Arizona Procurement Code.
- 48.2.3 Once the pandemic is officially declared over and/or the contractor can demonstrate the ability to perform, the State, at its sole discretion may reinstate the temporarily voided contract(s).

49.0 Payments

- 49.1 Reimbursement to the Contractor shall be in accordance with actual allowable costs incurred consistent with each service budget and/or budget summary not to exceed the service reimbursement ceiling. The Contractor shall furnish the Department with an accounting of actual costs incurred consistent with the categories set forth in the service budget(s). Budget categories, to include cost items in a category, may be deleted, added, or modified by a contract amendment as specified in section 44.0 Notices of these Terms and Conditions. Any change to the service reimbursement ceiling shall be reflected in a contract amendment.
- 49.2 The Contractor shall report to the Department in the manner prescribed in section 7.0 General Reporting Requirements in the Scope of Work. Upon receipt of applicable, accurate and complete reports, the Department will authorize payment or reimbursement in accordance with the type of payment indicated by this contract.
- 49.3 If the Contractor is in any manner in default in the performance of any obligation under this contract, or if audit exceptions are identified, the Department may, at its option and in addition to other available remedies, either adjust the amount of payment or withhold payment until satisfactory resolution of the default or exception.

- 49.4 Under no circumstances shall the Department make payment to the Contractor that exceeds the contract/service reimbursement ceilings indicated in Itemized Service Budget, as may be amended.
- 49.5 Under no circumstances shall the Department make payment to the Contractor for services performed after the term of the contract without timely extension or renewal of the contract.
- 49.6 The Contractor may offer a price reduction adjustment at any time during the term of the contract. Any price reduction shall be executed by a contract amendment.
- 49.7 Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.
- 49.8 The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
- 49.9 Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
- 49.10 In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

50.0 Payment Recoupment

- 50.1 The Contractor shall reimburse the Department upon demand or the Department may deduct from future payments the following:
 - 50.1.1 Any amounts received by the Contractor from the Department for contract services which have been inaccurately reported or are found to be unsubstantiated;
 - 50.1.2 Any amounts paid by the Contractor to a subcontractor not authorized in writing by the Department;
 - 50.1.3 Any amount or benefit paid directly or indirectly to an individual or organization not in accordance with the "Substantial Interest Disclosure" section of these Terms and Conditions;
 - 50.1.4 Any amounts paid by the Department for services which duplicate services covered or reimbursed by other specific grants, contracts, or payments;
 - 50.1.5 Any amounts expended for items or purposes determined unallowable by the Department when this contract provides for the reimbursement of costs, see the "Unallowable Costs" section of this contract;
 - 50.1.6 Any amounts paid by the Department for which the Contractor's books, records, and other documents are not sufficient to clearly substantiate that those amounts were used by the Contractor to perform contract services;
 - 50.1.7 Any amounts received by the Contractor from the Department which are identified as a financial audit exception;
 - 50.1.8 Any amounts paid or reimbursed in excess of the contract or service reimbursement ceiling;
 - 50.1.9 Any amounts paid to the Contractor which are subsequently determined to be defective pursuant to the "Certification of Cost or Pricing Data" section of these Terms and Conditions.
 - 50.1.10 Any payments made for services rendered after the contract termination date.

51.0 Personnel

- 51.1 The Contractor's personnel shall satisfy all qualifications, carry out all duties, and work the hours as set forth in this contract.

52.0 Predecessor and Successor Contracts

- 52.1 The execution or termination of this contract shall not be considered a waiver by the Department of any rights it may have for damages suffered through a breach of this or a prior contract with the Contractor.

53.0 Professional Standards

- 53.1 The Contractor shall deliver contract services in a humane and respectful manner and in accordance with any and all applicable professional accreditation standards. Levels of staff qualifications, professionalism, and numbers of staff and individuals identified by name must be maintained as presented in the contract.

54.0 Property of the State

- 54.1 Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials

and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.

55.0 Records

- 55.1 Under A.R.S. § 35-214 and § 35-215 as may be amended, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 55.2 Contract service records will be maintained in accordance with this contract. Records shall, as applicable, meet the following standards:
- 55.2.1 Adequately identify the service provided and each service recipient's application for contract and subcontract activities;
- 55.2.2 Include personnel records which contain applications for employment, job titles and descriptions, hire and termination dates, a copy of the fingerprint clearance card, wage rates, and effective dates of personnel actions affecting any of these items;
- 55.2.3 Include time and attendance records for individual employees to support all salaries and wages paid;
- 55.2.4 Include records of the source of all receipts and the deposit of all funds received by the Contractor;
- 55.2.5 Include original copies of invoices, statements, sales tickets, billings for services, deposit slips, etc., and a cash disbursement journal and cancelled checks to reflect all disbursements applicable to the contract;
- 55.2.6 Include a complete general ledger with accounts for the collection of all costs and/or fees applicable to the contract; and,
- 55.2.7 Include copies of lease/rental agreements, mortgages and/or any other agreements that in any way may affect contract expenditures.
- 55.3 Any such records not maintained shall mandate an audit exception in the amount of the inadequately documented expenditures.
- 55.4 Contractor shall preserve and make available all records for a period of five (5) years from the date of final payment under this contract except as may be provided in section 57.0 of these Terms and Conditions or if subject to Health Insurance Portability & Accountability Act which is six (6) years from the date of final payment:
- 55.4.1 If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five years from the date of any such termination.
- 55.4.2 Records which related to disputes, litigation or the settlement of claims arising out of the performance of this contract, or costs and expenses of this contract to which exception has been taken by the state, shall be retained by the Contractor until such disputes, litigations, claims or exceptions have been disposed of.

56.0 Relationship of Parties

- 56.1 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.
- 56.2 In the event that the Contractor or its personnel is sued or prosecuted for conduct arising from this contract, the Contractor or their personnel will not be represented by the Department of the Attorney General.
- 56.3 Taxes or Social Security payments will not be withheld from a State payment issued hereunder and the Contractor shall make arrangements to directly pay such expenses, if any.

57.0 Reporting Requirements

- 57.1 See section 7.0 General Reporting Requirements in the Scope of Work.
- 57.2 Contractor shall submit programmatic and financial reports to the Department no later than the 25th day following the end of each month or the end of each other applicable reporting period during the term of the contract, unless otherwise provided in this contract. Contractor shall submit final program and fiscal reports no later than the 60th day following termination of the contract. The final fiscal report for the contract term shall include all adjustments to prior financial reports submitted for the contract term. Failure to submit the final program and fiscal report within the above time period may result, at the option of the Department, in forfeiture of final payment.
- 57.3 All reports shall reference the contract number and be submitted to the person designated by the Department.

58.0 Responsibility for Payments Indemnification

58.1 The Contractor shall be responsible for issuing payment for services performed by the Contractor's employees, subcontractors, suppliers, or any other third party incurred in the furtherance of the performance or the arising out of the contract and will indemnify and save the Department harmless for all claims whatsoever out of the lawful demands of such parties. The Contractor shall, at the Department's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived.

59.0 Right of Offset

59.1 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 Agreement, including expenses, costs and damages.

60.0 Scrutinized Business

60.1 In accordance with ARS § 35-391.06 and ARS § 35-393.06 as may be amended, the Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.

61.0 Severability

61.1 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.

62.0 State's Contractual Remedies

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

62.2 Stop Work Order. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

62.2.1 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.

62.3 Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.

62.4 Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

63.0 Subcontracts

63.1 The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities.

63.2 The Contractor shall provide copies of each contract with a subcontractor relating to the provision of contract services to the Department upon five (5) calendar days of the request.

64.0 Substantial Interest Disclosure

64.1 Contractor shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust, or any other organization which has a substantial interest in Contractor's organization or with which Contractor (or one of its directors, officers, owners, trust certificate holders or a relative thereof) has a substantial interest, unless Contractor has made a full written disclosure of the proposed payments, including amounts, to the Department.

- 64.2 Leases or rental agreements or purchase of real property which would be covered by Section 63.1 shall be in writing and accompanied by an independent commercial appraisal of fair market rental, lease, or purchase value, as appropriate.
- 64.3 For the purpose of this Section, "relative" shall have the same meaning as in A.R.S. §38-502 as may be amended.
- 65.0 Supporting Documents and Information**
- 65.1 In addition to any documents, reports or information required by any other section of this contract, Contractor shall furnish the Department with any further documents and information deemed necessary by the Department. Upon receipt of a request for information from ADES, the Contractor shall provide complete and accurate information no later than fifteen (15) days after the receipt of the request.
- 66.0 Suspension or Debarment**
- 66.1 The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.
- 66.2 See Certification Regarding Debarment, Suspension and Voluntary Exclusion Lower Tier Covered Transactions.
- 67.0 Technical Assistance**
- 67.1 The Department may, but shall not be obligated to, provide technical assistance to the Contractor in the administration of contract services, or relating to the terms and conditions, policies and procedures governing this contract. Notwithstanding the foregoing, the Contractor shall not be relieved of full responsibility and accountability for the provision of contract services in accordance with the terms and conditions set forth herein.
- 68.0 Termination**
- 68.1 This agreement may be terminated by mutual agreement of the parties at any time during the term of this agreement.
- 68.2 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511 as may be amended, 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 as may be amended.
- 68.3 Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.
- 68.4 Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.
- 68.5 Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the State without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the

effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

68.6 Termination for Default.

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

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

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

68.6.4 The Department may immediately terminate this contract if the Department determines that the health or welfare or safety of service recipients is endangered.

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

68.8 Termination for Any Reason. In the event the contract is terminated, with or without cause, or expires, the Contractor, whenever determined appropriate by the Department, shall assist the Department in the transition of services or eligible persons to other Contractors. Such assistance and coordination shall include, but not be limited to, the forwarding of program and other records as may be necessary to assure the smoothest possible transition and continuity of services. The cost of reproducing and forwarding such records and other materials shall be borne by the Contractor. The Contractor must make provisions for continuing all management/administrative services until the transition of services or eligible persons is complete and all other requirements of this contract are satisfied.

68.9 In the event of termination or suspension of the contract by the Department, such termination or suspension shall not affect the obligation of the Contractor to indemnify the Department and the State for any claim by any other party against the State or Department arising from the Contractor's performance of this contract and for which the Contractor would otherwise be liable under this contract. To the extent such indemnification is excluded by A.R.S. §41-621 et seq. as may be amended or an obligation is unauthorized under A.R.S. §35-154 as may be amended, the provisions of this paragraph shall not apply.

68.10 In the event of early termination for any reason, any funds advanced to the Contractor shall be returned to the Department within ten (10) days after the date of termination or upon receipt of notice of termination of the contract, whichever is earlier.

69.0 Third- Party Antitrust Violations

69.1 The Contractor assigns to the Department any claim for overcharges resulting from antitrust violations concerning materials or services supplied by third parties to the Contractor, toward fulfillment of this Agreement.

70.0. Transfer of Knowledge

70.1 The Contractor shall, whenever feasible, share strategies and techniques with Department staff to transfer the skills and knowledge acquired in the delivery of the contracted service.

71.0 Transition of Activities

71.1 In the event that a contract is awarded to a new contractor for services similar to those being performed by Contractor under this contract, there shall be a transition of services period. During this period, the contractor under this contract shall work closely with the new contractor's personnel and/or Department staff to ensure a smooth and complete transfer of duties and responsibilities. The Department's authorized representative will coordinate all transition activities. A transition plan will be developed in conjunction with the existing contractor to assist the new contractor and/or Department staff to implement the transfer of duties. The Department reserves the right to determine which projects/service delivery nearing completion will remain with the current Contractor of record.

72.0 Unallowable Costs

72.1 The cost principles set forth in the Code of Federal Regulations, 48 CFR, Chapter 1, Subchapter e, Part 31, (October 1, 1991), including later amendments and editions, on file with the Arizona Secretary of State and

incorporated by this reference, shall be used to determine the allow ability of incurred costs for the purpose of reimbursing costs under contract provisions that provide for the reimbursement of costs. Those costs which are specifically defined as unallowable therein will not be submitted for reimbursement by the Contractor and may not be reimbursed with Department funds.

- 72.2 In addition, the Contractor shall comply with the following publications (including subsequent revisions), as applicable:
 - 72.2.1 OMB Circular A-87 for State, local and Indian Tribal Governments.
 - 72.2.2 OMB Circular A-122 for private non-profit organizations other than institutions of higher education, hospitals or others specified in A-122.
 - 72.2.3 OMB Circular A-21 for educational institutions.
 - 72.2.4 OMB Circular A-133 for audits of institutions of higher education and other non-profit institutions.

73.0 Visitation, Inspection and Copying

- 73.1 Contractor's and/or subcontractor's facilities, services and individuals served, books and records pertaining to the contract shall be available for visitation, inspection and copying by the Department and any other appropriate agent of the State or Federal Government. At the discretion of the Department, visitation, inspection and copying may be at any time during regular business hours, announced or unannounced. If the Department deems it to be an emergency situation, it may at any time visit and inspect the Contractor's or subcontractor's facilities, services and individuals served, as well as inspect and copy their contract-related books and records.

74.0 Warranty of Services

- 74.1 The Contractor warrants that all services provided under this contract shall conform to the requirements stated herein and any amendments hereto. The Department's acceptance of services provided by the Contractor shall not relieve the Contractor from its obligations under this warranty. In addition to its other remedies, the Department Procurement Officer may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all of the provisions of this contract in the manner and to the same extent as the services originally furnished.

75.0 Contract Documents

- 75.1 The following constitute an integral part of the contract:
 - 75.1.1 Terms and Conditions
 - 75.1.2 Scope of Work
 - 75.1.3 Administrative Methodology
 - 75.1.4 Service Methodologies
 - 75.1.5 Attachments
 - 75.1.6 Exhibits

Scope of Work
Community Action Program Services

- 1.0 **DES Vision and Mission Statement**
- 1.1 DES Vision - Every child, adult, and family in the state of Arizona will be safe and economically secure.
- 1.2 DES Mission - The Arizona Department of Economic Security promotes the safety, well-being, and self sufficiency of children, adults, and families
- 2.0 **Community Action Program Services** - The broad-ranging goals of these programs and services are intended to pursue the reduction of poverty, the revitalization of low-income communities, and the empowerment of low-income families and individuals in rural and urban areas to become fully self-sufficient.

Allowable activities are designed to assist low-income families and individuals to remove obstacles and solve problems that block the achievement of self-sufficiency, to secure and retain meaningful employment, attain adequate education, make better use of available income, obtain and maintain adequate housing, obtain emergency assistance, achieve greater participation from low-income communities, establish partnerships and strengthen relationships with community organizations, establish youth development programs, create linkages to fill gaps in services, and support innovative community and neighborhood based initiatives.

Various objectives may include providing case management services to individuals and families in securing services from other agencies, or moving a family from crisis situations onto various stages of self-sufficiency.

- 2.1 **Definitions** – See Exhibit A, as may be amended.
- 2.2 **Community Services** - (Provided in every county in Arizona) The primary objectives of this service are to strengthen community capabilities for planning and coordinating the use of a broad range of resources related to the elimination of poverty; the organization of a range of services so that these services may have a measurable and potentially major impact on the causes of poverty and help families and individuals become self-sufficient; the greater use of innovative and effective community-base approaches to attacking the causes of poverty and of community breakdown; the maximum participation of the poor to empower them to respond to the unique problems and needs within their communities; and the broadening of the resource base of programs directed to the elimination of poverty.
- 2.3 **Case Management** - (Provided in every county in Arizona) The service provides assistance to low-income families and individuals by providing case management services that are intended to assist the household in resolving crisis situations and move closer to self-sufficiency. Components of this service include Short Term Crisis Services, Utility Assistance Services, and any other program or service the Contractor deems necessary and appropriate, according to local community needs and priorities.
- 2.4 **General Transportation** - (Provided in Coconino, Navajo and Yavapai Counties only) The service provides or assists in obtaining various types of transportation for specific needs.

This service may include various types of transportation for employment, medical, training, or other supportive services with the exception of ambulance services. It may be provided by Contractor-operated vehicles or through vouchers for public transit.
- 3.0 **Authority** - Pursuant to A.R.S. Section §41-1954 (A)(6) and (8), the Arizona Department of Economic Security has the authority to enter into contracts and to make funding available to provide an array of services for the reduction of poverty, the revitalization of low-income communities and the empowerment of low-income families to become fully self-sufficient.
- 4.0 **Funding** – Fund sources that support the services include the Community Services Block Grant (CSBG), Temporary Assistance to Needy Families (TANF), Social Services Block Grant (SSBG), Low Income Home Energy Assistance Program (LIHEAP), Emergency Shelter Grant (ESG), and Neighbors Helping Neighbors (NHN). The use of the funding may be directed by statute or prescribed by federal requirements. Funding information is summarized below.

Scope of Work
Community Action Program Services

FUND SOURCE	ALLOWABLE ACTIVITIES	ADDITIONAL INFORMATION
Community Services Block Grant (CSBG) – Federal	Activities that are designed to assist low-income families and individuals to remove obstacles and solve problems that block the achievement of self-sufficiency, to secure and retain meaningful employment, attain adequate education, make better use of available income, obtain and maintain adequate housing, obtain emergency assistance, achieve greater participation from low-income communities, establish partnerships and strengthen relationships with community organizations, establish youth development programs, create linkages to fill gaps in services, and support innovative community and neighborhood based initiatives.	Funds are distributed to designated Community Action Agencies (CAAs) according to a funding formula that consists of the following elements: (1) Number of persons in poverty in the geographic area served (2) Number of persons unemployed in the geographic area served (3) Five percent (5%) of the overall funds is distributed only to rural counties. *Any Contractor whose allocation does not reach a minimum of \$150,000 will receive an allocation of at least \$150,000. **The Limited Purpose Contractor serving Migrant or Seasonal Farm Workers will receive two percent (2%) of the overall available CSBG funds.
Temporary Assistance to Needy Families (TANF) – Federal	Case management services, emergency shelter, move-in assistance, eviction prevention, and utility assistance	Funds are distributed to designated CAAs according to a funding formula that consists of the following elements: (1) Number of persons in poverty in the geographic area served (2) Five percent of the overall funds is distributed only to rural counties. *Any Contractor whose allocation does not reach a minimum of \$150,000 will receive an allocation of at least \$150,000. **The Limited Purpose Contractor serving Migrant or Seasonal Farm Workers will receive two percent (2%) of the overall available TANF funds.
Social Services Block Grant – Locally Planned (SSBG-LP) Federal	Contractor operations, case management, general transportation, and supportive services, for individuals and families.	Funding amounts are determined through the local planning process of Councils of Governments (COG's) - for General Transportation in the counties of Coconino, Yavapai, and Navajo counties.
Emergency Shelter Grant (ESG) Federal	Services to prevent evictions and homelessness.	Funds are distributed only to rural designated CAAs according to a funding formula that consists of the following elements: (1) Number of persons in poverty in the geographic area served (2) Number of persons unemployed in the geographic area served.

Scope of Work
Community Action Program Services

FUND SOURCE	ALLOWABLE ACTIVITIES	ADDITIONAL INFORMATION
Low Income Home Energy Assistance Program (LIHEAP) Federal	Utility Assistance	Funds are distributed to designated CAAs and CBOs according to a funding formula that consists of the following elements: (1) Number of persons in poverty in the geographic area served (2) Number of persons unemployed in the geographic area served (3) Five Percent of the overall funds are distributed only to rural counties.
Neighbors Helping Neighbors (NHN) Local	Utility Assistance	Funds are distributed to designated CAAs and CBOs according to a funding formula that consists of the following elements: (1) Number of persons in poverty in the geographic area served (2) Number of persons unemployed in the geographic area served (3) Five percent (5%) of the overall funds is distributed only to rural counties.

5.0 Contract Term

5.1 The contract term shall have an effective date of July 1, 2010 and shall end on June 30, 2015.

6.0 Administrative Requirements – The Contractor shall:

6.1 Comply with DES/DAAS Policy and Procedure Manuals as may be amended, and all applicable federal, state, and local laws, rules, and regulations as may be amended, including but not limited to the following:

- 6.1.1 COATES Human Services Reauthorization Act of 1998
- 6.1.2 Personal Responsibility and Work Opportunity Reconciliation Act of 1996
- 6.1.3 Stewart B. McKinney Homeless Assistance Act
- 6.1.4 ARS §46-241 Short Term Crisis Services
- 6.1.5 ARS §46-701 Utility Assistance
- 6.1.6 ARS §46-741 Neighbors Helping Neighbors
- 6.1.7 ARS §140.01 Identity, Citizenship (Prop 200)
- 6.1.8 Ensure that Publications contain the following statement:

"This project was funded by the Arizona Department of Economic Security, Division of Aging & Adult Services, Community Action Program. Points of view are those of the author and do not necessarily represent the official position or policies of the Department."

Requests for exception shall be directed to the DES/DAAS Contract Specialist.

6.2 Staffing and Security

- 6.2.1 Ensure that all staff members (and volunteers) shall have no conflict of interest in providing services.
- 6.2.2 Provide to all staff and volunteers timely and accurate information and appropriate training for the services they provide.
- 6.2.3 Ensure that client/recipient confidential information is maintained in a secure location.

6.3 Equipment

- 6.3.1 Communicate with DES/DAAS electronically through email to convey Microsoft-based text and spreadsheet documentation, and access/utilize up-to-date information from the DES/DAAS, U.S. Department of Health and Human Services (DHHS) Office of Community Services, and other web sites (unless the geographic area does not have Internet capability).

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Community Action Program Services

- 6.3.2 Utilize computer backup/recovery systems and procedures to ensure no loss of data required for DES/DAAS reports, and to ensure that there is no disruption or degradation of services provided.
- 6.3.3 Utilize a computer-based tracking system from which monthly, quarterly, and other reports may be generated.

- 6.4 Service Provision
 - 6.4.1 Provide services directly, as allowed, or through subcontractors.
 - 6.4.2 Collect and report required client data.
 - 6.4.3 Maintain documentation that key staff has received appropriate training or hold appropriate certification/licensure in accordance with their job descriptions.
 - 6.4.4 Maintain documentation that appropriate case management staff has received training on the requirements of Proposition 200. (This does not apply to Tribal Contractors).
 - 6.4.5 Provide services that are appropriate to the language, culture and geographic location of the target group.
 - 6.4.6 Maintain and utilize a policy and procedure manual that includes, at a minimum, detailed intake procedures, program description and eligibility requirements, client grievance procedures, non-discrimination policy, and confidentiality requirements.
 - 6.4.7 Maintain client-focused facility locations which offer sufficient client waiting space or waiting rooms, adequate seating, and restrooms for program applicants at all permanent facility locations indicated on the Facility Location Chart (See Attachment A).

- 6.5 Networking
 - 6.5.1 Develop partnerships and network with related programs to provide more immediate resolution to issues and expand resources.
 - 6.5.2 Form local partnerships with community agencies.
 - 6.5.3 Network with social service professionals within the community to expand their means to receive and disseminate information for each service.
 - 6.5.4 Collaborate to hold and participate in education, training, and information seminars, workshops, and conferences.
 - 6.5.5 Participate in conference calls and attend meetings initiated by DES/DAAS to receive training or obtain information.

- 6.6 Subcontract Related Service Provisions
 - 6.6.1 Document all costs associated with provision of contract services.
 - 6.6.2 Provide administrative assistance, training and technical assistance to subcontractors in support of administrative functions as needed or requested by subcontractors.
 - 6.6.3 Ensure that subcontractors are in compliance with applicable administrative directives and forms.
 - 6.6.4 Ensure that subcontractors comply with Administrative Requirements as well as requirements specified in service scopes of work.
 - 6.6.5 Provide technical assistance to subcontractors through procedural interpretation or by additional research upon request.
 - 6.6.6 Develop and present initial and refresher training to subcontractor staff as deemed necessary by the Contractor subcontractor, or DES/DAAS.
 - 6.6.7 Implement a coordinated service delivery system that establishes standards for service delivery and operations.
 - 6.6.8 Hold periodic meetings with subcontractors to communicate new developments, discuss problems, share ideas for improvements, or address other identified topic areas.
 - 6.6.9 Utilize client grievance procedures; which respond timely and effectively to customer complaints.
 - 6.6.10 Develop linkages between the coordinated service delivery system and other community resources.
 - 6.6.11 Identify service gaps among client populations, and develop and implement services or resources to meet identified needs.
 - 6.6.12 Address client barriers to service.
 - 6.6.13 Train appropriate personnel in the use and preparation of the DES EN-005 Application for Services form(s) as may be amended (See Exhibit B).

- 6.7 Monitoring and Evaluation
 - 6.7.1 Utilize instruments for monitoring/evaluating subcontractors.

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Community Action Program Services

- 6.7.2 Conduct at a minimum, on-site contract compliance monitoring of subcontractors at least every two years, to include but not limited to facilities, administrative and financial operations, and programmatic service delivery.
- 6.7.3 Establish and implement a process for service/performance improvement.
- 6.7.4 Participate in DES/DAAS evaluation studies, when required.

7.0 General Reporting Requirements – The Contractor shall:

- 7.1 Submit the following items and all notices to:

Arizona Department of Economic Security
DAAS Contracts Management Unit
P. O. Box 6123-Site Code 086Z
Phoenix, AZ 85005-6123

- 7.1.1 A complete and accurate monthly Contractor's Invoice and Statement of Expenditures. (Note: Mileage will be reimbursed at no greater than the current federal mileage reimbursement rate. Exceptions may be requested in writing to, and considered/approved by, the Community Action Program Manager.)
 - 7.1.2 Updated Cost Allocation Plan by October 1, 2010 if not provided prior to contract start date.
 - 7.1.3 A correctly completed "Contractor's Equipment List", Form FES-1000AFORMA as may be amended, for all proposed equipment purchases costing \$1000 or more to be purchased in whole or in part with DES/DAAS funds. (See Exhibit C)
 - 7.1.4 Contractor's insurance certifications identified in the DES Special Terms and Conditions, Insurance Requirements section.
 - 7.1.5 Subcontractor's insurance certifications identified in the DES Special Terms and Conditions, Insurance Requirements section.
 - 7.1.6 By June 30th annually, a 12-month monitoring plan that includes at a minimum: which direct service subcontractors are to be monitored during the 12-month period beginning July 1st (of the same year), and for each: the type (desk or on-site) of monitoring, scope (administrative, fiscal, and/or programmatic) of monitoring, the specific service(s) to be monitored, and the target monitoring start and completion dates.
 - 7.1.7 Programmatic reports as specified under each service (i.e., Community Services, Case Management, and General Transportation).
- 8.0 Items Provided by the Department – The Department shall provide:**
- 8.1 Funding allocation information, as needed.
 - 8.2 A Contractor's Invoice and Statement of Expenditures form.

Scope of Work
Community Action Program Services

9.0 Community Services

9.1 Service Description

9.1.1 Services that provide a range of activities that have a measurable and major impact on the causes of poverty.

9.2 Service Information

9.2.1 The purposes of the CSBG are to provide assistance to local communities through a network of CAAs that pursue six national goals outlined in federal law:

1. Low-income people become more self-sufficient
2. The conditions in which low-income people live are improved
3. Low-income people own a stake in their community
4. Partnerships among supporters and providers of services to low-income people are achieved
5. Agencies increase their capacity to achieve results
6. Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other supportive environments

9.2.2 These goals will be accomplished through activities that:

1. Strengthen community capabilities for planning and coordinating the use of a broad range of resources related to the elimination of poverty, in a manner responsive to local needs and conditions;
2. Organize a range of services so that these services may have a measurable and potentially major impact on the causes of poverty and help families and individuals become self-sufficient;
3. Coordinate the greater use of innovative and effective community-base approaches to attacking the causes of poverty and of community breakdown;
4. Ensure the maximum participation of the poor to empower them to respond to the unique problems and needs within their communities;
5. Broaden the resource base of programs directed to the elimination of poverty.

9.3 Board Requirements – The Contractor shall:

9.3.1 Private, non-profit CAAs:

1. Select a Tripartite Governing Board that administers the services.
2. Ensure that the Tripartite Governing Board is comprised as follows:
 1. 1/3 are elected public officials, holding public office on the date of selection.
 2. 1/3 members are persons chosen in accordance with democratic selection procedures adequate to ensure that these members are representative of low-income individuals and families in the neighborhood served and each representative of low-income individuals and families selected to represent a specific neighborhood within a community, resides in the neighborhood represented by the member.
 3. The remaining members are officials or members of business, industry, labor, religious, law enforcement, education, or other major groups and interests in the community served.
3. Establish and follow written procedures identified in CSBG legislation to ensure the Tripartite Governing Board membership that conforms with Tripartite Board requirements, including a description of the democratic selection process used in the appointment of members.
4. Establish and follow written procedures including board by-laws, to ensure the Tripartite Governing Board fully participates in the development, planning, implementation, and evaluation of the program and services to serve low-income communities, including but not limited to:
 1. Active participation in the development and on-going implementation and evaluation of the Contractor Community Action Plan.
 2. Active participation in ensuring the completion of a Community Needs Assessment for the area served, and in reviewing the results of the Assessment to ensure responsiveness to any identified gaps in services.
 3. Active participation in the identification and evaluation of ROMA Performance Outcomes used in measuring the Contractor's effectiveness in achieving the six national goals.

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5. Establish and follow written procedures that describe how a low-income individual, community organization, religious organization, a representative of low-income individuals that considers its organization and low-income individuals to be inadequately represented on the board, petition for adequate representation on the Board.
6. Conduct a minimum of 4 quarterly Tripartite Governing Board meetings per year that conform to Arizona open meeting laws.
7. Maintain records of Tripartite Governing Board membership, election and selection process, and detailed meeting minutes.
8. Ensure Tripartite Governing Board members receive appropriate training, including, but not limited to board member governance and advisory responsibilities, the purposes of the CSBG and other programs administered by the Contractor, and the requirement of the Board to participate in the ROMA System.

9.3.2 **Public CAAs Advisory Board:**

1. Select members to serve on a Board in which 1/3 of the board members are persons chosen in accordance with democratic selection procedures adequate to assure that these members are representative of low-income individuals and families.

9.4 **Community Action Plan Requirements – The Contractor shall:**

9.4.1 Develop, and implement when approved by DES/DAAS, a Community Action Plan that includes:

1. A description of a needs assessment for the community served, that may be coordinated with community-needs assessments conducted for other programs.
2. Contractors objectives that are aligned with the six national goals.
3. A description of the Contractor that includes its primary functions, responsibilities, organizational structure, and its association as part of a larger entity if appropriate.
4. A description of the service delivery system for services provided or coordinated with CSBG funds.
5. A narrative that demonstrates how the results of the Community Needs Assessment were used and incorporated into the Community Action Plan.
6. A description of how linkages will be developed to fill gaps in services through the provision of information, referrals, case management, and follow-up consultations.
7. A description of how CSBG funds will be coordinated with other public or private resources.
8. A description of how the Contractor will use CSBG funds to support innovative community and neighborhood based initiatives.
9. A description of how the Contractor will provide, on an emergency basis, for the provisions of such supplies and services, nutritious foods, and related services, as may be necessary to counteract conditions of starvation and malnutrition among low-income individuals.
10. A description of how the Contractor will, to the maximum extent possible, coordinate programs and form partnerships with other agencies serving low-income residents, including religious organizations, charitable groups, and community-based organizations.
11. A description of the ROMA performance outcomes and any related indicators that will be used to measure the Contractor's performance in achieving the six CSBG national goals.

9.5 **Results Oriented Management & Accountability (ROMA) Requirements – The Contractor shall:**

9.5.1 Participate in the Results Oriented Management and Accountability System for measuring performance and results of programs and services.

9.6 **Program Reporting Requirements – The Contractor shall:**

9.6.1 Submit the following items as may be amended, by the dates indicated, as may be amended, by the DES Community Action Program Manager through written notification to the Contractor:

1. Annual Community Action Plan with a description of the Needs Assessment conducted for the community served, by June 30th of each calendar year (Contractor must utilize format specified by DES/DAAS) (See Exhibit D).
2. Quarterly ROMA Outcomes Report (See Exhibit E) by October 25th, January 25th, April 25th of each calendar year. The Contractor shall submit a Fourth Quarter Report, but shall include Fourth Quarter data with the Annual CSBG IS Report (See Exhibit F). (Contractor must utilize format specified by DES).

Scope of Work
Community Action Program Services

3. CSBG Information System (IS) Report by October 1st of each calendar year (See Exhibit F).
4. Schedule of planned Board meetings for the next 12 months, by June 30th of each calendar year.
5. Monthly Community Services Block Grant (CSBG) Contract Payment Verification Form(All CAAs), as appropriate (See Exhibit G).
6. Copy of complete and detailed minutes from Tripartite/Advisory Board meetings within 30 days of the meeting date.
7. Current Organizational Chart by June 30th each calendar year, beginning 2011.
8. Current Agency Operations Spreadsheet by June 30th of each calendar year, beginning 2011.

9.7 Items Provided by the Department – The Department shall provide:

- 9.7.1 Formats for Annual Community Action Plan, Quarterly ROMA Outcomes Reports, and CSBG Final Reports.
- 9.7.2 Training on Community Action Plan preparation, Quarterly ROMA Outcomes Report preparation, and CSBG Final Reports.

Scope of Work
Community Action Program Services

10.0 Case Management

10.1 Service Description

10.1.1 A service or process that establishes a relationship with an individual or family in order to enhance their functioning and/or integration into the community. Appropriate services and/or benefits are identified, planned, obtained, provided, recorded, monitored, modified when necessary and/or terminated. This may include: assessment to determine their needs and eligibility when applying for/receiving services, assistance in finding necessary resources in addition to covered services to meet basic needs, assistance in obtaining entitlements, communication and coordination of care as well as follow-up of crisis contact or missed appointments.

10.1.2 This service specifically provides assistance to low-income families and individuals by providing case management services that are intended to assist the household in resolving crisis situations and move closer to self-sufficiency. Components of this service include Short Term Crisis Services, Utility Assistance Services, and any other program or service the Contractor deems necessary and appropriate, according to local community needs and priorities.

10.2 Service Information

10.2.1 The primary goal of this service is to assist low-income individuals and families in resolving crisis situations, and moving the household closer to self-sufficiency.

10.2.2 All CAAs shall provide the following:

1. Case Management
2. Short Term Crisis Services (STCS) provide temporary assistance to persons at or below 125 percent (125%) of poverty, or 150 percent (150%) if elderly or disabled, who have an emergent need that cannot be met immediately with their own income or other resources.

The STCS program is funded with TANF and is available to low-income families with children. Benefits available through the STCS program include the following:

1. temporary shelter at hotels/motels for homeless persons,
2. housing assistance for rent or mortgage assistance, move-in, and eviction prevention,
3. utility assistance for families with a current or anticipated interruption of heating and/or cooling services, and
4. special needs to secure or maintain employment.

10.2.3 All CAAs and designated LIHEAP agencies shall provide the following:

1. Utility Assistance Services that assist low income households lower basic home energy bills with specific emphasis on those households with the lowest income and highest energy burden and that respond to problems related to the termination of heating and/or cooling. Utility Assistance is funded with Low Income Home Energy Assistance Program (LIHEAP), and Neighbors Helping Neighbors (NHN) funds. Households must be at or below 200 percent (200%) of poverty to receive benefits. The Contractor shall offer Utility Assistance Services as a component program under the overall Case Management Service structure. Benefits include:
 1. Utility payments or deposits for heating and cooling
 2. Temporary emergency shelter (if needed due to energy related crisis)
 3. Payment of water bills related to cooling (May 1 through October 1)
 4. Rental assistance where utility payment is included in the rent

10.2.4 Tribal entities shall provide utility assistance funded with Low Income Home Energy Assistance Program (LIHEAP). Benefits include:

1. Utility payments or deposits for heating and cooling
2. Payment of water bills related to cooling (May 1 through October 1)
3. Rental assistance where utility payment is included in the rent

Scope of Work
Community Action Program Services

- 10.3 Case Management Requirements (CAAs and designated LIHEAP agencies) – The Contractor shall:**
- 10.3.1 Develop and implement client oriented intake procedures which are responsive to households in crisis situations.
 - 10.3.2 Develop and implement intake procedures responsive to applicants who are physically infirm and must apply for benefits without leaving their homes.
 - 10.3.3 Develop in collaboration with the client, a case management plan that includes the following:
 - 1. An assessment of the client's resources and needs.
 - 2. Specific objectives that relate to the goal of alleviating any immediate crisis situation.
 - 3. Eligibility for supportive services including but not limited to STCS and Utility Assistance, through direct provision or referral.
 - 10.3.4 Provide assessment of the household's needs in order to establish a case plan if necessary, and arrange for the provision of services designed to:
 - 1. Resolve any immediate crisis in a timely manner.
 - 2. Assist the household in obtaining other benefits to which they may be eligible including but not limited to Home Weatherization, Appliance Repair or Replacement, Child Care, Earned Income Tax Credit, Supplemental Nutrition Assistance Program (SNAP), Social Security Benefits, and Utility Discount Programs.
 - 3. Arrange for training or counseling intended to remove obstacles and solve problems that block the achievement of self sufficiency, including but not limited to financial literacy classes, budget counseling, energy conservation education, efforts intended to secure and maintain meaningful employment, attain an adequate education, obtain and maintain adequate housing and a suitable living environment, and to obtain emergency assistance to meet the immediate and urgent needs of the family or individual.
 - 10.3.5 Complete a closing summary that includes at a minimum, the services provided, the number and type of referrals made to alleviate the crisis situation.
 - 10.3.6 Participate in the development and implementation of a standardized "Client Self-sufficiency Matrix" to be used by all CAAs no later than December 31, 2010.
 - 10.3.7 Not later than January 1, 2011, complete a self-sufficiency matrix for a minimum of 25 percent (25%) of all case managed households.
 - 10.3.8 Utilize report formats specified by DES/DAAS. All Contract Payment Verification Reports shall be submitted on a monthly basis with the Contractor's monthly invoice. As appropriate, revised Case Management and Contract Payment Verification Reports shall be submitted with Supplemental Invoices.
- 10.4 Short Term Crisis Services Requirements (CAAs only) – The Contractor shall:**
- 10.4.1 Follow all eligibility and procedural policies set forth in the DES/DAAS Short Term Crisis Services Policy Manual and related Policy Clarifications or Revisions and as amended from time to time.
 - 10.4.2 Use the DES EN-005 Application for Services form(s) as may be amended, in determining program eligibility (See Exhibit B).
- 10.5 Utility Assistance Service Requirements (CAAs and designated LIHEAP agencies only) – The Contractor shall:**
- 10.5.1 Follow all eligibility and procedural policies set forth in the DES/DAAS LIHEAP Policy Manual and related Policy Clarifications or Revisions and as amended from time to time.
 - 10.5.2 Utilize the DES EN-005 Application for Services form(s) in determining program eligibility (See Exhibit B).
 - 10.5.3 The Contractor must demonstrate and exercise the ability to pay all vendors on behalf of an eligible client.
 - 10.5.4 Utilize an in-house system to make payments to utility companies.
- 10.6 Results Oriented Management & Accountability (ROMA) Requirements (CAAs only) – The Contractor shall:**
- 10.6.1 Participate in the Results Oriented Management and Accountability system for measuring performance and results of programs and services.
 - 10.6.2 Participate in a statewide "ROMA Advisory Committee" to identify standardized performance indicators for the statewide community action network.
- 10.7 Program Reporting Requirements – The Contractor shall:**
- 10.7.1 Submit the following reports as may be amended, for the timeframes indicated, as may be amended by the DES Community Action Program Manager through written notification to the Contractor:

Scope of Work
Community Action Program Services

1. Monthly Case Management Report (All CAAs and designated LIHEAP agencies) (See Exhibit H1 for July, August, September 2010 and Exhibit H2 for October 2010 forward).
2. Tribal LIHEAP Monthly Report (Tribal entity only) (See Exhibit I).
3. Emergency Shelter Grant Annual Report (rural CAAs only) (See Exhibit J) by August 31st of each calendar year.
4. Social Services Block Grant Annual Report (All CAAs and designated LIHEAP agencies) (See Exhibit K) by August 31st of each calendar year.
5. ESG Prevention, Operations, and Essential Services Quarterly Report (rural CAAs only) (See Exhibit L)
6. Quarterly ROMA Outcomes Report (All CAAs) (See Exhibit E).
7. Monthly CSBG - American Recovery and Reinvestment Act (ARRA) Report, as appropriate (See Exhibit M).
8. Monthly CSBG-ARRA Jobs Created or Retained Report, as appropriate (See Exhibit N).
9. Monthly Short Term Crisis Services (STCS) Contract Payment Verification Form (All CAAs) (See Exhibit O)
10. Monthly Low Income Home Energy Assistance program Contract Payment Verification Form (All CAAs and designated LIHEAP Contractors) (See Exhibit P)
11. Monthly Community Services Block Grant Contract Payment Verification Form (All CAAs), as appropriate (See Exhibit G).
12. Monthly Emergency Shelter Grant/Prevention Contract Payment Verification Form (rural CAAs only) (See Exhibit Q)
13. Monthly Neighbors Helping Neighbors Contract Payment Verification Form (All CAAs), as appropriate (See Exhibit R).
14. Monthly CSBG-ARRA Contract Payment Verification Form (All CAAs), as appropriate (See Exhibit S).

10.8 Items Provided by the Department – The Department shall provide:

- 10.8.1 The following report formats as may be amended by the DES Community Action Program Manager through written notification to the Contractor: Case Management Monthly Report, ESG Prevention Report, Annual SSBG Report, and Quarterly ROMA Performance Outcomes Reports.
- 10.8.2 Training on completing the Case Management Monthly Report, ESG Prevention Report, Quarterly ROMA Outcomes Report preparation, Short Term Crisis Services Program, Low Income Home Energy Assistance Program.
- 10.8.3 Short Term Crisis Services Policy Manual.
- 10.8.4 Low Income Home Energy Assistance Program Policy Manual.

ADMINISTRATIVE METHODOLOGY:

2.0

2.2.1 Organization Structure: The Gila County Community Action/Housing Services is one department within the Gila County Division of Health and Community Services which provides services to a vast culturally diverse population with equally diverse needs. The entire division provides services to the population within our service area with the same level of commitment to excellence and equality. The Division is under the Gila County umbrella and the Community Action/Housing Services Program is under the Office of Community Services. Key staff of Community Action/Housing Services are: A Community Action/Housing Services Manager, a Case Manager serving Northern Gila County in the Payson area, a Case Manager serving Southern Gila County in the Globe area, a volunteer Case Manager in Hayden area, a CAP office Clerk in the Globe office, Housing Services assistant, Housing Rehabilitation Specialist, Davis-Bacon Specialist, Section Eight Housing Coordinator. Within the Office of Community Services there are Four departments: Community Services/Housing Services Department which provides housing rehabilitation, weatherization services and emergency housing repairs, section eight housing choice voucher program, utility assistance, telephone assistance, eviction prevention, homeless services, and supportive and Community Outreach Services. Gila Employment & Special Training which provides services to the disabled population, Re-Employment and Pre-LayOff Assistance Center which provides services to dislocated workers. We are also designated as a WIA one-stop center, also Des Job Service and Unemployment are located in our building. In the Office of Community Services there are currently 42 staff total.

2.2.2 Confidential Information: All client information is secured in locked file cabinets which are located in a Case Managers office, which remains locked during off office hours. Case files that have been closed are secured in locked file cabinets in a file cabinet room which is also locked during off office hours. Data entered into the T.H.O. database requires a password for access, which is specific only to the Case Manager who has entered it and the Program Manager. All department staff receives HIPPA training and are well aware and sign a confidentiality agreement. Hard copy case files are retained for a five and ten year period then shredded and disposed of in the local landfill. Electronic case files are accessed only by staff that maintain their own passwords, and cannot be accessed by anyone who does not have clearance.

2.2.3 Technology Equipment/Capabilities: The Gila County IT Department has built a wide area network (WAN) to serve Gila County's infrastructural and telecommunication needs. The WAN spans between Globe, Payson and the Phoenix metro area connecting County offices and staff to each other and to the world. The network provides voice, video and data services including remote connectivity through VPN and Web portals. The IT Department maintains and supports all of these technologies and continues to upgrade services to stay on the leading edge of business technology. All network equipment is Cisco. All CAP data is stored on a County server which is backed up by IT staff at end of each working day. Monthly Revenue and Expenditure reports are generated on as needed basis. Financial spreadsheets and programmatic data can be opened as word documents and sent via e-mail. Some Agency reports can be generated on an as needed basis using the T.H.O database. Software utilized by the Community Action/Housing Services agency are: Office 2007, Acrobat Reader and Microsoft Office.

ADMINISTRATIVE METHODOLOGY

2.2.4 Competitive Bidding Procedure: Gila County Community Action/Housing Services does not subcontract.

2.2.5 N/A Gila County CAP does not subcontract.

2.2.6 Linguistically/Culturally Appropriateness:

The entire Division of Health and Community Services including the CAHS Department provides services to diverse and targeted populations with the same level of commitment to excellence and equality. Staff recognizes the uniqueness of each individual's needs and level of service(s) based on cultural diversity and their needs. Bilingual staff is available within CAHS staff to assist the non-English and monolingual population. A sign language interpreter and a Spanish language translator is available upon request within the division staff, should the need arise. All departments of our division are housed under one facility, and if the need for language translation is apparent, staff will locate appropriate staff to provide that service. All CAHS brochures are available in English and Spanish. The Community Action Program provides "family focused" services with consideration to cultural diversity and beliefs. The Community Action Program does not discriminate on any basis. CAHS staff has been providing services to Gila County residents since 1982 and are aware of cultural issues with various groups within the county. In addition, staff has received training from ACAA regarding multi-cultural awareness.

Gila County encompasses an area of 4,768 square miles, with a population of only 51,335. This small rural area does not have a shelter facility for the homeless, however the Community Action Program has been serving the homeless population for 20 plus years with the resources that are available in our service area which is Northern and Southern Gila County (except reservation areas). The assistance we have been able to provide is in the form of motel vouchers for short term shelter. The targeted population that we serve includes the chronically homeless, eg: those who are homeless due to mental illness, drugs/alcohol addiction, chronically unemployed, and victims of abuse. The chronically homeless population mentioned above includes individuals, and families. The number of clients we anticipate serving in the first year of the contract is 200. This estimate is based on the number of prior referrals from community agencies as well as the number of clients turned away in the last fiscal year, for lack of funds and funding cuts. The Community Action Program service area is Northern and Southern Gila County (except reservation lands). There are CAHS offices providing service in Payson, Winkelman, and Globe.

2.2.7 N/A Gila County CAHS does not subcontract.

GILA COUNTY COMMUNITY ACTION/HOUSING SERVICES

COMMUNITY SERVICES METHODOLOGY

3.0

3.1.1 The Gila County Community Action/Housing Services has maintained a Community Action Agency Advisory Board since 1982. The Board is comprised of Private, Non-Profit, and Low Income members. The Board By-Laws were re-written, approved and adopted by the Gila County Board of Supervisors on January 20, 2008. CAP facilitates four quarterly meetings per year which conforms to the open meeting law. The Advisory Board approves the CAHS Plan on a yearly basis.

3.1.2 To ensure participation of Low Income representatives on the Advisory Board, members of the Low Income sector are recruited primarily by Board discussion of prospective members, after which the person completes an application which is reviewed and a vote taken by the Board to accept or reject the application.

3.1.3 Programmatic and budgetary information is provided to Board members quarterly for their review and input. The Board participates in an annual Strategic Planning meeting where the CAP Plan is discussed. All changes or revisions of the plan are implemented at that time. The Board votes to approve the implementation of the plan. It is anticipated that in the next fiscal year that the Board will review the results of any needs assessments and help in strategic planning for the next fiscal year. The Board does not review outcomes of case management efforts or evaluate the effectiveness of the service however this activity will be proposed for the next fiscal year. The Board reviews and approves budgets and expenditures on a quarterly basis.

3.1.4 The Gila County Community Action Program Advisory Board consists of nine members representing the following sectors:

PRIVATE SECTOR

Annie Hinojos
Margret Celix
Lyn Canning
Ramona Ortiz

PRIVATE SECTOR

Robert Closs

LOW INCOME

Barbara Leetham
Audrey Opitz
Norberto Waddell

3.1.5 CAP Advisory Board meetings are scheduled by the CAHS Program Manager to be facilitated on a quarterly basis. Board meetings scheduled for the first year of the contract are for the third Wednesday of every third month beginning August 18, 2010. Board meetings scheduled: Nov. 17, 2010, Feb. 16, 2011, and May 17, 2011, for the first contract year.

3.1.6 CSBG funds are the base for delivery of all Community Action/Housing Services. Our system for the delivery of or coordination of services is: first an intake form is completed by the client, date and time stamped for sequence of scheduling; forms are distributed to case managers for scheduling. Case managers determine eligibility, review household size, relationship and citizenship status. Then the determination of crisis and which program criteria will best assist the household. Discount programs and other referrals are made so that the household receives a full circle of assistance rather than the initial issue that brought them into the office for

assistance. In the event of an immediate crisis such as; utilities have been turned off or the late stages of legal eviction or homelessness, the client interview will take place immediately. The local utility companies coordinate and cooperate very well with CAHS staff. Often, with a phone call the utility company will accept a verbal commitment of payment by CAHS staff, and they will delay the disconnect or reinstate service immediately allowing the client time to provide documentation required for service and CAHS to schedule an appointment at the next available time slot. On occasion when the client is not ultimately eligible for service, CAHS staff have backup services available through local faith based organizations that perhaps will cover what we are unable to provide.

3.1.7 the most recent Needs Assessment was conducted in January 2009. The process used was to distribute the assessment to agencies within our Network group. Each group in turn had their clients fill out the assessment. Data was then collected and the results were compiled. The impact of this assessment has helped in prioritizing which needs need to be addressed first and ultimately incorporate them into our Community Action/Housing Services Plan. Needs that have been identified as priority are lack of jobs that create emergency needs, and lack of affordable, healthy & safe housing. Where CAHS does not have the resources to provide for clients, they are referred to our in house partners, local faith based organizations, local non profits and some school programs. Some needs that we were not able to provide service for are general special needs such as: auto repairs, auto insurance, and funds for driver's license or ID cards, education materials, tuition. Affordable, healthy & safe housing is a critical issue in Gila County. In addition to interdepartmental referrals the CAHS case manager will provide clients with a description of services available from CAHS as well as criteria for eligibility to receive services. In addition, information will be provided in the form of a program brochure, and a resource guide which outlines services available from other resources in the community. Information regarding how to access or will be accessed by the case manager for them will be provided to the client. CAHS has started a VITA Tax site in Payson and will be opening a new Vita Tax site in Globe, this will help keep clients within their budget and we are also conducting financial literacy classes. A written referral will be provided to the client and an introductory phone call will be made by the case manager on behalf of the client.

CAHS case managers are well trained and have expertise in identifying community resources and they routinely provide referrals for clients to other resources within the community. Information will be provided in the form of brochures and the Community Resource Guide, better known as the Peoples Information Guide, from Arizona Community Action Association. The Resource Guide outlines services available from CAHS as well as other services and resources available in our community and state. Information regarding how to access these agencies will also be provided to the client. When it has been determined by the case manager that a client requires services from another agency, the case manager will make the referral and advise the client of the eligibility requirements of that agency which will assist the client in accessing those services and expedite the process. CAHS's has formal agreements with DES State of Arizona, Arizona Department of Commerce, Energy Office, Arizona Department of Housing, Arizona Community Action Association/ Home Energy Fuel Fund, City of Globe, Town of Star Valley, Pinal-Gila Area Agency on Aging, Housing&Urban Development Town of Winkelman, Arizona Public Service.

3.1.8 CAHS case managers are well trained and have expertise in identifying community resources and they routinely provide referrals for clients to other resources within the community. Information will be provided in the form of brochures and the Community Resource Guide, better known as the Peoples Information Guide, from Arizona Community Action Association. The Resource Guide outlines services available from CAHS as well as other services and resources available in our community and state. Information regarding how to access these agencies will also be provided to the client. When it has been determined by the case manager that a client requires services from another agency, the case manager will make the referral and advise the client of the eligibility requirements of that agency which will assist the client in accessing those services and expedite the process. CAHS has formal agreements with DES State of Arizona, Arizona Department of Commerce, Energy Office, Arizona Department of Housing, Arizona Community Action Association/ Home Energy Fuel Fund, City of Globe, Town of Star Valley, Pinal-Gila Area Agency on Aging, Housing&Urban Development Town of Winkelman, Arizona Public Service.

3.1.9 CSBG funds will be coordinated with public resources such as Community Kids, and Payson Helping Payson. Other available public and private resources will also be utilized. Other funds leveraged with CSBG include DES, CDBG, SemStream, Southwest Gas, AZ Public Service, Gila County, HUD, Town of Payson, FEMA, HEAF, DOE, which are local and federal monies and provide both administrative dollars 15% and direct services 85%. Our agencies provide these services and are able to determine what the needs are of each client at the time of application and utilize the resources as applicable. CSBG funding also provides funding for staff salaries and monies for staff to attend and serve on local agency boards and committees.

3.1.10 Emergency services for conditions of malnutrition or starvation will be provided through the coordination of services which are within our division, eg. The Office of Health Services and our Local Food Bank. Local Food Banks are utilized quite often and referrals are given to clients and tracked by CAP staff. The WIC program through the Health Department which is a program within our division, which distributes food boxes, is also utilized. CAP staff makes referrals to the WIC program and facilitate deliveries to the home bound as well.

3.1.11 The Office of Community Services has established strong interagency linkages and provides a large cluster of direct and community services. Services are primarily directed at improving the quality of life for low income persons in Gila County and in improving service delivery through interagency cooperation. The Office of Community Services is located in the Gila/Pinal Workforce Investment Area Comprehensive One-Stop Center. This One-Stop Center is located in the Globe area and contains all One Stop core services, in addition to all the Divisions services previously mentioned in this methodology. CAP's location at the comprehensive site will better enable staff to assist clients in achieving self-sufficiency. CAP staff will be trained in all other programs which will result in being able to provide clients with a variety of information and assistance. Partners located at the center include Job Service, Veteran's Admin., and Job Core, Gila Literacy, Title I and all other required partners as stated in the Workforce Investment Act. CAP also coordinates and partners with local faith based and civic organizations to better serve our low income residents. One of the key responsibilities of each partner is to make available at the Comprehensive One Stop Center appropriate core services that are applicable to the partner's program. Individuals will be able to access the following partner's core services at the One Stop:

- a. Title I Adults, Youth, Dislocated Worker
- b. Job Corps
- c. Native American programs
- d. Migrant/Seasonal farm Worker Prog.
- e. Veterans Workforce Prog.
- f. Program authorized under Wagner/Peyser Act
- g. Adult education/literacy activities
- h. Vocational Rehabilitation Prog.
- i. Welfare to Work Prog.
- j. Senior community Sacs. Emp.
- k. Postsecondary Voc. Education
- l. Trade Adjustment Asst./NAFTA
- m. Community Service Block Grant
- n. Housing and Urban Dvp.

The Gila County Division of Health and Community Services is a division of Gila County. CAHS is one department within that division. There are four departments within the division and staff of all departments provide direct services to clients in an office setting, in the community, and in the client's home. Our goal is to continually update our knowledge and skills to enable clients to achieve self sufficiency. The division has established strong interagency linkages and provides a large cluster of direct and community services. Services are directed at improving the quality of life for all our clients and in improving services delivery through interagency cooperation. Through continued communication and partnering with agencies within the Interagency network CAHS staff have formed and maintain long lasting partnerships with other agencies to further serve our clientele.

3.1.12 The CAHS T.H.O. data base tracks all ROMA performance requirements to achieve the six CSBG national goals. CAHS proposes the following measures under each performance goal.

Goals	Community Needs / Gaps in Service	Performance Measures
Low Income People Become More Self-Sufficient	The unemployment rate for Gila County is 18.2%, which is higher than the rate for the State of Arizona. Many of the jobs available are in the mining industry which is currently laying off hundreds of employees. These jobs historically offer high wages, but are union jobs and see many layoffs and/or strikes.	Unemployed & obtained a job Achieved living wage employment & benefits Obtained safe & affordable housing Participate in tax preparation programs Enrolled in discount programs
The Conditions in Which Low-Income People Live are Improved.	Due to the age of homes in Gila County and the fact that the population is older citizens many of the low-income homeowners reside in unsafe housing and cannot afford the cost of replacement housing. In addition, many homeowners are facing foreclosure because of questionable mortgages with high and/or variable rates.	Provide weatherization & home repair and home repair education Provide foreclosure mitigation services
Low Income People Own a Stake in Their Community.	Many low-income individuals do not engage in community activities and, therefore, do not actively participate in the decision making that impacts their lives. In addition many low-income individuals are reluctant to consider the possibility of becoming homeowners.	Provide opportunities for community members to volunteer at Gila County CAP. Provide housing counseling workshops to improve credit and information about home ownership.
Partnerships Among Supporters and Providers of Service to Low-Income People are Achieved.	The issues of limited resources that are available for human services programs is most effectively addressed through community and agencies collaborations and partnerships.	Facilitate the Continuum of Care and the Interagency meetings and participate in other efforts to provide services to fill identified gaps.
Agencies Increase Their Capacity to Achieve Results	Agencies have a limited capacity due to budget cuts in Gila County so services are cut to the low-income population. Especially hard hit is personnel to work with clients.	By networking, bringing in more volunteers. Petition funding agencies to Find a way to cut back on the extreme amount of paperwork. Which would allow more time for clients and increase our capacity to achieve results for local clients in need
Low Income People, Especially Vulnerable Populations, Achieve their Potential by Strengthening Family and Other Supportive Systems.	In order for individuals and families to participate effectively in programs that increase, assistance must be provided to stabilize financial crises. When financial stability is achieved, the households can then begin to consider engaging in a case management plan to address identified issues.	Provide financial assistance to stabilize financial crises. Refer households to programs that focus on preparing children for school. Refer households to programs that increase their living and parenting skills.

GILA COUNTY COMMUNITY ACTION/HOUSING SERVICES PROGRAM

CASE MANAGEMENT METHODOLOGY

3.2

3.2.1 At intake, a case manager will complete an EN-005 on all clients seeking assistance. The EN-005 gathers demographic information. A Client assessment record will be completed on each client using the Arizona Self-Sufficiency Matrix. The data used to complete the EN-005 and the assessment record will assist the case manager and client in determining need. Based on initial assessment, follow-up visits will be scheduled with the client and documented on the client assessment record. For those unable to come into the office, a case manager will provide a home visit to complete the above.

#1. Regular business hours are Monday through Friday 8:00 am to 5:00 pm. Home visits are scheduled at the time that the case manager calls the client to set an appointment. These visits are at the convenience of the client CAHS case managers do not take applications over the phone or through the mail.

#2. If assistance is needed outside of regular business hours, arrangements will be made to provide that assistance on an as needed basis. Priority will be given to assist families with children, handicapped persons and the frail and elderly.

CAHS case managers make every effort to schedule appointments for clients when it is most convenient for the client. A preliminary intake form is completed at the time the client comes into our office. This intake form is routed to the appropriate case manager at which time the case manager will contact the client to arrange an appointment for the full intake process.

#3 CAHS staff schedule their individual lunch hours so that there is always a case manager in during that time. If a client comes into the office when staff are at trainings or off site meetings, the CAHS clerk will provide the preliminary intake form for them to be completed, and inform them when a case manager will likely call to schedule an appointment for them. Staff is always available to assist clients when a case manager is not available. CAHS staff who take care of the front desk (the receptionist or CAHS clerk) will assist clients in the absence of a case manager. Case managers always return calls as soon as they return to their office. All case managers have voice mail capabilities, and they call in to check the messages when they are away for trainings or off site meetings. Calls are generally returned no more than 24 hours after the client call. Clients can identify a time when the case manager can return their call.

Every person requesting services from CAHS is given an intake form to complete. The form is immediately date and time stamped. Clients are given a brochure that states what information is needed, referral numbers for other services and a statement of Clients rights and responsibilities. Client surveys are located in the lobby with clear signage that lets clients appeal and give feedback on how CAHS is doing. The data gathered on the intake is then entered into the data base. Case Managers schedule the applicants on a first come first served basis. Clients can schedule an appointment by phone without actually coming into the office. When an appointment is made, the case manager requests all pertinent documentation for the intake, from the client, and the appointment is made depending on when the client can collect all the documentation needed for intake.

Usually an appointment can be made within a couple of days. There is no pre-determined days/times for scheduling appointments, appointments can be made at anytime during business hours. #4. The process utilized to immediately assist a person in a crisis situation is first to do an initial interview with the person to determine the crisis and assess the need. If supportive services can be provided with CAHS funds, then those supportive services will be immediately be provided. If other resources are necessary to assist the client, then a referral will be made. Every effort is made to immediately see a client in crisis at the time the crisis is identified. If a client comes in and a crisis is identified, the case manager will work the client in between appointments.

A crisis is defined as a separation of the family that resulted from domestic violence, loss of income, unforeseen circumstances that increased expenditures making it difficult to meet the following months budgeted expenditures, a condition which endangers the health or safety of the household or special needs necessary to secure or maintain employment. CAHS has a screening document that quantifies risk factors. CAHS does not keep open appointment on a daily basis for clients in crisis, rather they are assisted as stated above when the crisis is identified and the client can be worked in between scheduled appointments as soon as possible.

#5. CAHS proposes to provide case management to all low income families and individuals meeting the CAHS eligibility requirements, homeless, and the elderly. The case management services will be modeled after the Family Development Program. This program is designed to assist families in overcoming multiple barriers enabling them to become self sufficient. Staff of CAP has received extensive training regarding Family Development and the utilization and implementation of the ROMA self sufficiency matrix. When STCS funds have been depleted, case managers will utilize HPRP as well as other funding resources available within the Program to assist clients with utility and Rental assistance. #6 Written Referrals to Salvation Army and St. Vincent De Paul in addition to other local agencies or churches are also made when funds are depleted. Case management services are provided even if voucher funds are depleted.

#7. The CAHS staff is very well aware of the importance of the involvement of the entire family in creating a safe and nurturing home life for its members. The staff expects that all members of the family participate in the formulation of a Family Service Plan and in all aspects of the fulfillment of the plan as well as the goals and steps required to reach that goal. The case management process and the notice of eligibility, denial, rights and responsibilities of the client regarding their participation in the program will be fully explained at the time of intake.

3.2.2 Below is the case management model utilized by Gila County Community Services Program:

a) A Family Service Plan is developed with each client based on their Arizona Self Sufficiency Matrix levels. The client is fully engaged in the formulation of their plan. The plan identifies the clients: goals, start and targeted completion dates, tasks required to achieve the goals, who will complete the task and services to be provided and/or accessed. Strengths, past successes and other assets that could contribute to a solution will be discussed. Clients will be encouraged to become skilled in solving problems, using appropriate resources that the client, case manager and other agencies can obtain. A copy of the service plan will be contained in the client file along with case notes documenting activities of the client and their family. The client's case plan is monitored by completing a 30, 60, and 90 day follow up addressing the outcomes of referrals from the clients case plan.

3.2.2(4) For outside referrals client is provided with paperwork directing them to the additional assistance and then it is returned to CAHS.

b.) After developing of the case plan which is outlined above in a), the plan will be monitored using the information and documentation contained in the client file. Our current contracts with Arizona Department of Economic Security dictates that the type and quantity of services that clients receive, which is also entered into our T.H.O database. A client file for each client receiving case management services will be formulated. This file will contain the Self-Sufficiency Assessment and updates, a copy of the EN-005, the Family Service Plan/updates, case notes, and follow-up information in addition to any other pertinent documentation required from the various funding sources utilized to provide services to the client.

e) As an ongoing process of case management, the case manager will continue to assess and assist the client in obtaining services required to meet their needs and situation. Copies of all documents utilized to track the progress will be included in the client file. The client's progress will be tracked utilizing the Arizona Self-Sufficiency Matrix. Case closure will occur upon successful completion of goals outlined in the service plan, at the request of the client to discontinue services, or by agreement of the case manager, program manager or Divisional Program Manager. At the time of closure, reasons for the closure will be documented in the client file. Reasons for case closure may be: due to non-compliance by the client or because they have reached a level of self sufficiency that is satisfactory to the client and case manager.

d.)The CAHS case managers are well trained in community resources and routinely provide referrals for clients to other resources within the division and community. When the determination that a client requires services from another agency the case manager will make the referral and advise the client regarding that agency's services and eligibility requirements. This will assist the client in accessing those services and expediting the process of obtaining assistance.

e) A Pre and Post Assessment will be completed with each client who is receiving case management services utilizing the Arizona self-sufficiency matrix. The matrix shows the clients status in 12 areas of need, based on their status, the case manager will work with the client to set goals in the areas that the client feels they need the most assistance. As a client progresses toward their goal, the matrix is updated to indicate positive or negative movement toward the goal. The CAHS plan will be reviewed on a quarterly basis to evaluate the effectiveness of case management services and to determine whether we are meeting our targeted goals and following the mission and philosophies identified in the plan. The CAHS plan will assist in identifying areas where we are failing to meet goals and to provide direction for the staff to strive for improvement.

3.2.3 Case management services assist in achieving the six CSBG national goals by assisting low-income persons in all areas to help them attain their own personal level of self-sufficiency. These various levels are measured and tracked through the Arizona Self-Sufficiency Matrix. The Matrix is an intricate part of the T.H.O. Client Information System. This database meets all of ROMA tracking requirements and is able to track each client as they move up on the various levels of the matrix. CAHS case managers will interview all applicants during the initial intake for services. This process will include input from the client with the assistance of the case manager. When possible all adults in the household are asked to participate. The number one and number six National Family Goals and the corresponding indicators are discussed at that time. Any appropriate indicators within the goals that apply to that family will be discussed and potential future outcomes or objectives will be identified. This assessment is recorded in the service plan that identifies the direct services that are being provided through CAHS. It will also include outside referral information and resources for the client to contact to assist in implementing the plan. Case notes on clients who receive case management are printed out hardcopy and maintained in the client file.

NOTICE OF ELIGIBILITY, DENIAL, APPEAL FOR SOCIAL SERVICES
Gila County Community Action
P O Box 1254
Globe, AZ 85502-1254
(928) 425-7631

Date: 6/11/2010

Dear:

Your application for social services has been approved. You will be receiving the following service:

_____ \$
_____ \$ -
_____ \$ -

Your application for social services has been denied. The reason(s) is/are:

Your income exceed Federal poverty levels.

You have already received assistance and by regulation cannot be assisted again at this time.
You MAY be eligible to reapply on: _____

You failed to provide requested verification needed to complete your application and to determine eligibility

Gila County CAP had no contract funds available at this time to assist you.

You requested your application not to be completed.

The program for which you applied required that you have a documentable crisis in the home.

Other

YOU HAVE THE RIGHT TO APPEAL THIS DECISION

If you believe that your application should not be denied you may appeal this decision. If you wish to appeal you or your authorized representative must do so in writing within fifteen (15) days of the mailing or delivery of this notification. Please notify the CAP office if you wish to appeal this decision. You will be assisted in your request to appeal.

Case worker Name: Maria Brusoe

Caseworker Signature: _____ Date: 6/11/2010

3.2.4

The tools utilized to complete a needs assessment, case planning, monitoring, and closure of the case plan is primarily the T.H.O. data base information system which provides data that is utilized to determine the progress or lack of progress in reaching self sufficiency. Hard copies of the assessment of needs are contained in the client file in the form of case notes and the Matrix. Any data in the T.H.O. data base can also be printed out hard copy and maintained in the client file.

3.2.5

A client satisfaction survey form is disbursed and a request for the completion of the survey is provided at the time of initial contact with the client and again at the time of case closure. A survey box is located in the lobby of our facility and the client is asked to deposit the survey in that container. The Division Director or Deputy Director retrieves survey documents from the box on a monthly basis and at the end of the quarter the results from the survey are reviewed by the CAHS Manager and Administrative staff quarterly. The results are prioritized by the CAHS Manager, and discussed with staff to determine what if anything needs to be done to make CAP more effective in serving our community. These surveys are collected, and reviewed by supervisory staff on a quarterly basis, and the results are discussed with program manager in the effort to continue to improve and enhance service delivery to our clients. CAHS staff have plans to formulate a program specific survey to be utilized in the next fiscal year.

3.2.6 Funds utilized by case managers to provide utility assistance and the STCS program, on an on-going basis are made available to the case managers by an allotment process. This process is achieved by the Fiscal Manager. Carryover funds at the end of each month and the monthly allotment provided by the State is used to percentage out to the case managers, the funds available to provide direct client services for that current month. Expenditures are monitored on a weekly basis as vouchers are submitted and kept within an Excel spreadsheet. Fiscal Manager balances and reconciles on a monthly basis with the grant and the county. Case managers are given an allotment amount to expend each month at a CAHS staff meeting and work with all funding sources available to ensure they do not exceed the monthly budgeted amounts.

3.2.7 All clients are informed of the CAHS grievance policy and procedures at the time of the initial intake process. Upon receipt of a grievance the CAHS Manager will schedule a meeting with the client and case manager within 24 hours, if the complaint cannot be resolved in this meeting, another meeting will be facilitated within 5 working days, with the Division Director, Program Manager, case manager and client. If the grievance is not resolved at this meeting a written appeal and all accompanying documents will be forwarded to the Department of Economic Security within 7 working days of the last meeting. The written appeal shall be forwarded to Ariz. Dept. of Economic Security, Community Services Admin. P.O. Box 6123 Site Code 086Z, Phx. AZ 85005

3.2.8 As previously mentioned in this methodology, the client satisfaction surveys are reviewed and discussed with the appropriate case managers in the effort to ascertain what measures need to be discussed to improve and enhance our services to the clients. The Division Director or Deputy Director retrieve survey documents from the box on a monthly basis and at the end of the quarter the results from the surveys are reviewed by the CAHS Manager and Administrative staff quarterly. The results are prioritized by the CAHS Manager, and discussed with staff to determine what if anything needs to be done to make CAP more effective in serving our community.

**GILA COUNTY DIVISION OF HEALTH COMMUNITY SERVICES
ALLOCATED FUNDS REPORT
SFY 2011**

<u>CONTRACTOR</u>	<u>E#</u>	<u>COUNTY</u>	<u>SVC</u>	<u>FUND SOURCE</u>	<u>COST TYPE</u>	<u>2011 AWARD</u>	<u>COMMENTS</u>
GILA		GILA	CMT-A	LIHEAP	A	14,222.00	
GILA		GILA	CMT	LIHEAP	V	222,500.00	
GILA		GILA	CMT	LIHEAP A16	A	15,623.00	
GILA		GILA	CMT	NHN	V	865.00	
GILA		GILA	CMT	SSBGLP	A	8,352.00	Total:
GILA		GILA	CMT	TANF	S	150,000.00	Vouchers 256077
GILA		GILA	CMT	TANF	V	0.00	130,767.00
GILA		GILA	CMT	QWEST	A	1,082.00	19,293.00
GILA		GILA	CMT	ESG	P	6,659.00	
GILA		GILA	CMT	LIHCON	A	1,473.00	
GILA		GILA	CMT	LIHCON	V	25,055.00	
GILA		GILA	CMT	LLVG	V	0.00	
				sub-total		445,831.00	
GILA		GILA	CSV-B	CSBG	A	150,000.00	140,000
GILA		GILA	CSV	CSBG	V	0.00	10,000
				sub-total		150,000.00	
GILA		GILA	CSV-C	CSBG-ARRA	A	0.00	
GILA		GILA	CSV-C	CSBG-ARRA	V	0.00	
				Total		595,831.00	

ITEMIZED SERVICE BUDGET
FOR CONTRACT SERVICE: Case Management
PROVIDER NAME: Gila County Community Action Program
CONTRACT PERIOD: 7-01-10 TO 6-30-11
Attachment A

1 PERSONNEL

Number of Positions	FTE Level	Position Title	Salary for Contract Period	% Allocated to Service A+ D = Total	Total Service Cost	CPIP Cost
1	1	Divisional Fiscal Manager	\$53,893	50%+0=50%	\$ 26,946	\$ 26,946
1	1	Divisional Accountant	\$35,422	50%+0=50%	\$ 17,711	\$ 17,711
1	1	Program Manager	\$47,632	25%+25=50%	\$ 23,816	\$ 11,908
1	1	Case Manager	\$30,534	0%+50%=50%	\$ 15,267	\$ 15,267
1	1	Case Manager	\$32,094	0%+50%=50%	\$ 16,047	\$ 16,047
1	1	Clerk	\$21,091	0%+50%=50%	\$ 10,546	\$ 10,546
TOTAL PERSONNEL COST:					\$ 110,334	\$ 98,426

2 EMPLOYEE RELATED EXPENSES

Item	Basis	Service Cost	CPIP Cost
Health Insurance	\$595.83 per mo x 12 mo X 1 @ 25%	\$ 1,787	\$ 1,787
	\$595.83 per mo x 12 mo X 5 @ 50%	\$ 17,875	\$ 17,875
FICA	0.0765 X \$110,334	\$ 8,441	\$ 4,220
Workman's Comp	0.003 X \$110,334	\$ 331	\$ 166
Retirement	0.0985 X \$110,334	\$ 10,868	\$ 5,434
TOTAL EMPLOYEE COST:		\$ 39,302	\$ 29,483

3 PROFESSIONAL AND OUTSIDE SERVICES

Item	Basis	Service Cost	CPIP Cost
N/A		\$ -	\$ -
TOTAL PROF & OUTSIDE COSTS:		\$ -	\$ -

4 TRAVEL

Item	Basis	Service Cost	CPIP Cost
Gas/Vehicles/Maint	\$200 per month x 12 months	\$ 2,700	\$ 1,350
Per Diem	\$25 per day for 20 days for 10 FTE's	\$ 5,000	\$ 4,000
TOTAL TRAVEL COSTS:		\$ 7,700	\$ 5,350

5 SPACE

Item	Basis	Service Cost	CPIP Cost
Rent - Globe Office	Rent \$1,673 monthly X 12 months (Included electricity, cleaning, water, etc.)	\$ 20,076	\$ 10,038
Sparklets/Other Space Expense	\$100 x 12 months	\$ 1,200	\$ 240
TOTAL SPACE COSTS:		\$ 21,276	\$ 10,278

6 EQUIPMENT

Item	Basis	Service Cost	CPIP Cost
N/A			
TOTAL EQUIPMENT COSTS:		\$ -	\$ -
		\$ -	\$ -

7 MATERIALS & SUPPLIES

Item	Basis	Service Cost	CPIP Cost
General Office Supplies	\$200 per month x 6 FTE's x 12 months	\$ 14,400	\$ 10,800
Postage	\$250 per month x 12 months	\$ 3,000	\$ 1,200
TOTAL MAT & SUPP COSTS:		\$ 17,400	\$ 12,000

8 OPERATING SERVICES

Item	Basis	Service Cost	CPIP Cost
Staff Training & Registration	\$1000 for training sessions for 3 FTE's \$1500 for out of state training for 2 FTE's (includes flight, hotel & registration)	\$ 3,000	\$ 3,000
Printing, Publishing & Advertising Costs	4 publications @ \$200 in local papers	\$ 800	\$ 160
Local Fax, 800 Line, Phone Line & Service Maintenance, Leases Agreements & Memberships/Dues	\$1,713.30 x 12 months	\$ 20,560	\$ 9,764
TOTAL OPERATING SERVICE COSTS:		\$ 27,360	\$ 15,924

9 INDIRECT COSTS

Item	Basis	Service Cost	CPIP Cost
N/A		\$ -	\$ -
TOTAL INDIRECT COSTS:		\$ -	\$ -

10

SUBTOTAL ADMINISTRATIVE COSTS:	\$ 223,372	\$ 171,459
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11 VOUCHERS

Item			Service Cost	CPIP Cost
1	LIHEAP	77	\$ 222,500	\$ 222,500
2	LIHCON	78	\$ 25,055	\$ 25,055
3	LLVG		\$ -	\$ -
4	NHN	70	\$ 865	\$ 865
5	TANF	49	\$ 19,293	\$ 19,293
6	ESG	17	\$ 6,659	\$ 6,659
TOTAL VOUCHER COSTS:			\$ 274,372	\$ 274,372

12	TOTAL COSTS:		\$ 497,744	\$ 445,831
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REVENUE SOURCES:

CPIP Case Mgt.	\$ 445,981	\$ 445,831
CPIP CSV-B	\$ 150,000	
CPIP CSV-C	\$ -	
TOTAL REVENUE:	\$ 595,981	\$ 445,831
TOTAL REVENUE:	\$ 595,981	\$ 445,831

CMT-A Case Management ISB 10-11
Submitted 04/23/2010

ITEMIZED SERVICE BUDGET
FOR CONTRACT SERVICE: Community Services
PROVIDER NAME: Gila County Community Action Program
CONTRACT PERIOD: 7-01-10 TO 6-30-11
Attachment B

1 PERSONNEL

Number of Positions	FTE Level	Position Title	Salary for Contract Period	% Allocated to Service A+ D = Total	Total Service Cost	CPIP Cost
1	1	Community Services Director	\$81,994	50%+0=50%	\$ 40,997	\$ 4,100
1	1	Community Services Deputy Director	\$67,309	50%+0=50%	\$ 33,654	\$ 3,365
1	1	Divisional Program Manager	\$55,245	50%+0=50%	\$ 27,622	\$ 5,524
1	1	Divisional Special Projects	\$27,908	50%+0=50%	\$ 13,954	\$ 5,582
1	1	Divisional Assistant	\$32,885	50%+0=50%	\$ 16,442	\$ 6,577
1	1	Program Manager	\$47,632	25%+25=50%	\$ 23,816	\$ 23,816
1	1	Case Manager	\$30,534	0%+50%=50%	\$ 15,267	\$ 15,267
1	1	Case Manager	\$32,094	0%+50%=50%	\$ 16,047	\$ 16,047
1	1	Clerk	\$21,091	0%+50%=50%	\$ 10,546	\$ 10,546
TOTAL PERSONNEL COST:					\$ 198,347	\$ 90,825

2 EMPLOYEE RELATED EXPENSES

Item	Basis	Service Cost	CPIP Cost
Health Insurance	\$595.83 per mo x 12 mo X 2	\$ 14,300	\$ 715
	\$595.83 per mo x 12 mo X 1	\$ 7,150	\$ 715
	\$595.83 per mo x 12 mo X 2	\$ 14,300	\$ 2,860
	\$595.83 per mo x 12 mo X 4	\$ 28,600	\$ 14,300
FICA	0.0765 X \$198,347	\$ 15,174	\$ 7,587
Vacation's Comp	0.003 X \$198,347	\$ 595	\$ 298
Retirement	0.0985 X \$198,347	\$ 19,537	\$ 9,769
TOTAL ERE COST:		\$ 99,655	\$ 36,243

3 PROFESSIONAL AND OUTSIDE SERVICES

Item	Basis	Service Cost	CPIP Cost
N/A		\$ -	\$ -
TOTAL PROF & OUTSIDE COSTS:		\$ -	\$ -

4 TRAVEL

Item	Basis	Service Cost	CPIP Cost
Gas/Vehicles/Maint	\$321.17 per month x 12 months	\$ 6,000	\$ 5,832
Per Diem	\$25 per day for 20 days for 5 FTE's	\$ 2,500	\$ 2,500
TOTAL TRAVEL COSTS:		\$ 8,500	\$ 8,332

5 SPACE

Item	Basis	Service Cost	CPIP Cost
N/A		\$ -	\$ -
TOTAL SPACE COSTS:		\$ -	\$ -

6 EQUIPMENT

Item	Basis	Service Cost	CPIP Cost
N/A		\$ -	\$ -
TOTAL EQUIPMENT COSTS:		\$ -	\$ -

7 MATERIALS & SUPPLIES

Item	Basis	Service Cost	CPIP Cost
N/A		\$ -	\$ -
TOTAL MAT & SUPP COSTS:		\$ -	\$ -

8 OPERATING SERVICES

Item	Basis	Service Cost	CPIP Cost
Staff Training & Registration	\$500 for training sessions for 2 FTE's @ 100%	\$ 1,000	\$ 1,000
Local Fax, 800 Line, Phone Line & Service	\$1,000 x 12 months		
Maintenance, Leases Agreements & Memberships/Dues		\$ 12,000	\$ 3,600
TOTAL OPERATING SERVICE COSTS:		\$ 13,000	\$ 4,600

9 INDIRECT COSTS

Item	Basis	Service Cost	CPIP Cost
N/A		\$ -	\$ -
TOTAL INDIRECT COSTS:		\$ -	\$ -

10 **SUBTOTAL ADMINISTRATIVE COSTS:** \$ 319,503 \$ 140,000

11 VOUCHERS

Item	Basis	Service Cost	CPIP Cost
Vouchers - Direct Client Services	Average \$500 x 20 households	\$ 10,000	\$ 10,000
TOTAL VOUCHER COSTS:		\$ 10,000	\$ 10,000

12 **TOTAL COSTS:** \$ 329,503 \$ 150,000

REVENUE SOURCES:

CPIP CSV	\$ 150,000	\$ 150,000
CPIP Case Mgt.	\$ 445,831	
TOTAL REVENUE:	\$ 595,831	\$ 150,000
TOTAL REVENUE:	\$ 595,831	\$ 150,000

ITEMIZED SERVICE BUDGET
FOR CONTRACT SERVICE: Community Services AARA (Stimulus)
PROVIDER NAME: Gila County Community Action Program
CONTRACT PERIOD: 7-01-10 TO 6-30-11
Attachment C

1 PERSONNEL

Number of Positions	FTE Level	Position Title	Salary for Contract Period	% Allocated to Service A+ D = Total	Total Service Cost	CPIP Cost
N/A					\$ -	\$ -
TOTAL PERSONNEL COST:					\$ -	\$ -

2 EMPLOYEE RELATED EXPENSES

Item	Basis	Service Cost	CPIP Cost
N/A		\$ -	\$ -
TOTAL ERE COST:		\$ -	\$ -

3 PROFESSIONAL AND OUTSIDE SERVICES

Item	Basis	Service Cost	CPIP Cost
N/A		\$ -	\$ -
TOTAL PROF & OUTSIDE COSTS:		\$ -	\$ -

4 TRAVEL

Item	Basis	Service Cost	CPIP Cost
N/A		\$ -	\$ -
TOTAL TRAVEL COSTS:		\$ -	\$ -

5 SPACE

Item	Basis	Service Cost	CPIP Cost
N/A		\$ -	\$ -
TOTAL SPACE COSTS:		\$ -	\$ -

6 EQUIPMENT

Item	Basis	Service Cost	CPIP Cost
N/A		\$ -	\$ -
TOTAL EQUIPMENT COSTS:		\$ -	\$ -

7 MATERIALS & SUPPLIES

Item	Basis	Service Cost	CPIP Cost
Outreach/media materials & supplies for clients for CARE Fair and EITC activities.	\$50 x 500 individuals for both activities	\$ -	\$ -
TOTAL MAT & SUPP COSTS:		\$ -	\$ -

8 OPERATING SERVICES

	Basis	Service Cost	CPIP Cost
		\$ -	\$ -
TOTAL OPERATING SERVICE COSTS:		\$ -	\$ -

9 INDIRECT COSTS

Item	Basis	Service Cost	CPIP Cost
N/A		\$ -	\$ -
TOTAL INDIRECT COSTS:		\$ -	\$ -

10	SUBTOTAL ADMINISTRATIVE COSTS:		\$ -	\$ -
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11 VOUCHERS

Item	Basis	Service Cost	CPIP Cost
Vouchers - Direct Client Services	Average \$1,000 x 125 households	\$ -	\$ -
TOTAL VOUCHER COSTS:		\$ -	\$ -

12	TOTAL COSTS:		\$ -	\$ -
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REVENUE SOURCES:

CPIP CSV	\$ -	\$ -
TOTAL REVENUE:	\$ -	\$ -

TOTAL REVENUE:	\$ -	\$ -
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GILA COUNTY ATTORNEY
Daisy Flores

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

To whom it may concern:

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

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

A.R.S. § 11-952(D) requires that

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

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

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

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

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

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

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

ARF-1543

Consent Agenda Item 4- B

Regular BOS Meeting

Meeting Date: 11/13/2012
Submitted For: Michael O'Driscoll, Health & Emergency Services Division Director
Submitted By: Debra Williams, Deputy Director of Emergency Services, Health & Emergency Services Division
Department: Health & Emergency Services Division
Division: Emergency Services
Fiscal Year: CoFY2012 thru CoFY2014
Budgeted?: No
Contract Dates 10/01/2011 thru 09/30/2013
Grant?: Yes
Begin & End:
Matching No
Fund?: Renewal
Requirement?:

Information

Request/Subject

Amendment No. 1 to Subgrantee Agreement No. 11-AZDOHS-HSGP-888300-02 with the Arizona Department of Homeland Security

Background Information

On November 15, 2011, the Gila County Board of Supervisors entered into a Subgrantee Agreement with the Arizona Department of Homeland Security to accept a grant amount of \$112,028 to provide for the upgrade to the Signal Peak communications tower. The term of this agreement is from October 1, 2011, through September 30, 2012.

Evaluation

Coordination with state and federal agencies on FCC Section 106 has been complicated and ongoing. Contact with the Arizona State Historic Preservation Office indicates that a consultant is needed to complete the compliance.

Staff took advantage of an Environmental Compliance Workshop held on September 4, 2012, in Phoenix that provided valuable guidance and assistance. Completion of the Environmental Historic Preservation (EHP) compliance is anticipated by December 31, 2012, which will allow the project to move forward as scheduled.

Conclusion

The Arizona Department of Homeland Security has granted an extension to allow for successful completion of this project.

Recommendation

The Director of Health & Emergency Services recommends approval of Amendment No. 1 to Subgrantee Agreement No. 11-AZDOHS-HSGP-888300-02 between the Arizona Department of Homeland Security and Gila County Emergency Management in order to extend the term of this Agreement through September 30, 2013.

Suggested Motion

Authorization of the Chairman's signature on Amendment No. 1 to Subgrantee Agreement No. 11-AZDOHS-HSGP-888300-02 between the Arizona Department of Homeland Security and Gila County Emergency Management in order to extend the term of this Agreement through September 30, 2013.

Attachments

Amendment No.1 to Subgrantee Agreement 11-AZDOHS-HSGP-888300-02

Project Extension Request Form to Subgrantee Agreement No. 11-AZDOHS-HSGP-888300-02

Original Subgrantee Agreement No. aa-AZDOHS-HSGP-888300-02

Legal Explanation

**SUBGRANTEE AGREEMENT
Amendment #1
11-AZDOHS-HSGP-888300-02**

**Between The
Arizona Department of Homeland Security
And
Gila County Emergency Management**

WHEREAS, A.R.S. § 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

Pursuant to Section XII of the subgrantee Agreement between the Arizona Department of Homeland Security and the subgrantee the following section of the above referenced Subgrantee Agreement is hereby amended as follows to extend the period of performance.

II. TERM OF AGREEMENT, TERMINATION AND AMENDMENTS

This Agreement shall become effective on October 1, 2011 and shall terminate on September 30, 2012.

SHALL BE CHANGED TO READ:

This Agreement shall become effective on October 1, 2011 and shall terminate on **September 30, 2013.**

All other terms of the original Subgrantee Agreement remain effective.

In Witness Whereof, the parties have set their hands to this AMENDMENT as of the day and year herein indicated and agree that all parties are obligated to follow all terms and conditions of the original subgrantee agreement and are liable for all funds received by the AZDOHS.

**FOR AND BEHALF OF THE
Gila County Emergency Management**

**FOR AND BEHALF OF THE
Arizona Department of Homeland
Security**

Tommie C. Martin
Chairman, BOS

Gilbert M. Orrantia
Director

(Date)

(Date)

(Please be sure to complete and mail two original documents to the Arizona Department of Homeland Security.)

Any unauthorized changes to this document will result in termination of this award.

Project Extension Request Form

Arizona Department of Homeland Security

Subgrantee Information

Grant Agreement Number: 11-AZDOHS-HSGP-888300-02
Date of Request: 8/1/2012
Original Period of Performance: 10/01/2011 THRU 09/30/2012
Funding Source: (i.e. SHSGP/UASI/CCP/OPSG) SHSGP
Award Amount: 112,028.00
Amount Reimbursed to Date: 0
Agency: Gila County Emergency Management
Point of Contact: Michael O'Driscoll
Email: modriscoll@gilacountyaz.gov
Phone: 928-402-8767

Extension Justification

1. Provide a detailed justification and

explanation for extending the period of

performance.

Coordination with state and federal agencies on FCC Section 106 for EHP compliance has been complicated and ongoing. Contact with the Arizona SHPO indicates that a consultant may be needed to complete the number of steps required to comply. We are reaching out to other jurisdictions that have experience with this process while attempting to find funding for a consultant, as funding for this process was not included in the original grant application. We will also take advantage of the Arizona PSIC EHP Compliance Workshop on September 4, 2012 for additional assistance. Further work on the project cannot be completed without EHP Compliance.

2. What is the new timeline for completion, including all major milestones? Please include specific date(s) and a deliverable or objective for each project milestone.

Completion of FCC/EHP requirements is estimated by 09/30/2012. New milestone timelines: Contract for construction and construction prep activities 10/01/2012 thru 02/28/2013; Installation 03/01/2013 thru 08/31/2013; Complete transfer of antennas/equipment 09/01/2013 thru 09/30/2013

For AZDOHS Official Use Only

Award Letter Date: 10/10/2011

Quarterly Report Received:

Q1: Oct 1 - Dec 31 Yes No

Date Received: 8/7/2012

Q2: Jan 1 - Mar 31 Yes No

Date Received: 8/7/2012

Project Extension Request Form

Arizona Department of Homeland Security

Q3: Apr 1 - Jun 30

Yes No

Date Received:

8/7/2012

Q4: Jul 1 - Sep 30

Yes No

Date Received:

Subgrantee Agreement on File:

Yes No

Date Signed by AZDOHS Director:

11/28/2011

Standard Data Collection Form on File:

Yes No

Financial Systems Survey on File:

Yes No

Planner Signature:

John Longhi

Date Signed:

8-21-12

Assistant Director Signature:

Rosa L. Hansen

Date:

Aug 21, 2012

AZDOHS/RAC/DASI/OPSGWG
Recommendation and/or Comments:

Ext Sept 30, 2013

Extension Request:

Approved Denied

Amendment Emailed:

Yes No

Date Amendment Emailed:

8-27-12 to Deb Williams + Michael O'Driscoll

GIMS Update Completed On:

Finance Signature:

Date Signed:



GILA COUNTY
EMERGENCY MANAGEMENT

SUBGRANTEE AGREEMENT

11-AZDOHS-HSGP-888300-02

Enter Grant Agreement Number above (e.g., 888xxx-xx)

Between

**The Arizona Department of Homeland Security
And**

Gila County Emergency Management

Enter the Name of the Subrecipient Agency Above

WHEREAS, A.R.S. § 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

THEREFORE, it is agreed that the AZDOHS shall provide funding to the

Gila County Emergency Management

Enter the Name of the Subrecipient Agency Above

(subrecipient) 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 subrecipient's role in administering homeland security grant funds.

II. TERM OF AGREEMENT, TERMINATION AND AMENDMENTS

This Agreement shall become effective on **October 1, 2011** and shall terminate on **September 30, 2012**. The obligations of the subrecipient as described herein will survive termination of this agreement.

III. DESCRIPTION OF SERVICES

The subrecipient shall provide the services for the State of Arizona, Arizona Department of Homeland Security as approved in the grant application titled "Signal Peak Radio Tower Upgrade"

Enter Title of Application

and funded at \$ 112,028.00 (as may have been modified by the award letter).

Enter Funded Amount above

IV. MANNER OF FINANCING

The AZDOHS shall:

- a) Provide up to \$ 112,028.00 to the subrecipient for services provided under Paragraph III. Enter Funded Amount above
- b) Payment made by the AZDOHS to the subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the subrecipient. A listing of acceptable documentation can be found at www.azdohs.gov. Payments will be contingent upon receipt of all reporting requirements of the subrecipient 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 only for the project as described in the application. Any modification to quantity or scope of work must be preapproved in writing by the AZDOHS. Therefore, should the project not be completed, the subrecipient shall reimburse said funds directly to the AZDOHS immediately. If the project is completed at a lower cost than the original budget called for, the amount reimbursed to the subrecipient shall be for only the amount of dollars actually spent by the subrecipient in accordance with the approved application. For any funds received under this Agreement for which expenditure is disallowed by an audit exemption or otherwise by the AZDOHS, the State, or Federal government, the subrecipient shall reimburse said funds directly to the AZDOHS immediately.

VI. FINANCIAL AUDIT/PROGRAMATIC MONITORING

The subrecipient agrees to terms specified in A.R.S. § 35-214 and § 35-215.

- a) 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), the subrecipient must have an annual audit conducted in accordance with OMB Circular #A-133 ("Audits of States, Local Governments, and Non-profit Organizations") if the subrecipient expends more than \$500,000 from Federal awards. If the subrecipient has expended more than \$500,000 in Federal dollars, a copy of the subrecipient's audit report for the previous fiscal year must be submitted to the AZDOHS for review within thirty (30) days of signing this Agreement.
- b) Subrecipients will be monitored periodically by the AZDOHS staff, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and onsite monitoring visits. Monitoring can involve aspects of the work involved under this contract including but not limited to the review and analysis of the financial, programmatic, performance and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed.

VII. APPLICABLE FEDERAL REGULATIONS

The subrecipient must comply with the grant guidance Office of Management and Budget (OMB) Circulars Code of Federal Regulations (CFR) and other Federal guidance including but not limited to:

- a) 44 CFR Chapter 1, Federal Emergency Management Agency, Department of Homeland Security at http://www.access.gpo.gov/nara/cfr/waisidx_07/44cfrv1_07.html.
- b) 2 CFR 225 Cost Principles for State, Local & Indian Tribal Governments (formerly OMB), at http://www.access.gpo.gov/nara/cfr/waisidx_07/2cfr225_07.html. Cost Principles: 2 CFR Part 225, State and Local Governments; 2 CFR Part 220, Educational Institutions; 2 CFR Part 230, Non-Profit Organizations; Federal Acquisition Regulation Sub-part 31.2, Contracts with Commercial Organizations. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, at <http://www.whitehouse.gov/omb/circulars/a133/a133.html>.

- c) 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (formerly OMB Circular A-102), at [http://149.168.212.15/mitigation/Library/44 CFR-Part 13.pdf](http://149.168.212.15/mitigation/Library/44%20CFR-Part%2013.pdf). U.S. Department of Homeland Security Authorized Equipment List (AEL), at <https://www.rkb.mipt.org/acl.cfm> 2 CFR Part 215, Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.
- d) 28 CFR applicable to grants and cooperative agreements, including Part II, Applicability of Office of Management and Budget Circulars; Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence System Operating Policies; Part 42, Non-discrimination Equal Employment Opportunities Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Part 66, Uniform Administrative Requirements for Grants and Co-operative Agreements to State and Local Government.

Included within the above mentioned guidance documents are provisions for the following:

NIMSCAST

The subrecipient agrees to complete the National Incident Management System Compliance Assistance Support Tool (NIMSCAST) and remain in compliance.

Environmental Planning and Historic Preservation

The subrecipient shall comply with all applicable Federal, State, and Local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). Subrecipient shall not undertake any project having the potential to impact EHP resources without the prior approval of AZDOHS/FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Construction activities shall not be initiated prior to the full environmental and historic preservation review.

Consultants/Trainers/Training Providers

Billings for consultants/trainers/training providers must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant/trainer/training provider costs must be within the prevailing rates, must be obtained under consistent treatment with the procurement policies of the subrecipient and 44 CFR Chapter 1, Part 13 and shall not exceed the maximum of \$450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS. In addition to the per day \$450 maximum amount, the consultant/trainer/training provider may be reimbursed

reasonable travel, lodging, and per diem not to exceed the state rate. Itemized receipts are required for lodging and travel reimbursements. The subrecipient will not be reimbursed costs other than travel, lodging, and per diem on travel days for consultants/trainers/training providers.

Contractors/Subcontractors

The subrecipient may enter into written subcontract(s) for performance of certain of its functions under the contract in accordance with terms established in the OMB Circulars, Code of Federal Regulations, DHS Guidance and DHS Program Guide. The subrecipient agrees and understands that no subcontract that the subrecipient enters into with respect to performance under this Agreement shall in any way relieve the subrecipient of any responsibilities for performance of its duties. The subrecipient shall give the AZDOHS immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the subrecipient by any subcontractor or vendor which in the opinion of the subrecipient may result in litigation related in any way to the Agreement with the AZDOHS.

Personnel and Travel Costs

All grant funds expended for personnel, travel, lodging, and per diem must be consistent with the subrecipient's policies and procedures and must be applied uniformly to both federally financed and other activities of the agency. At no time will the subrecipient's reimbursement(s) exceed the State rate established by the Arizona Department of Administration, General Accounting Office Travel Policies: <http://www.gao.state.gov>.

Procurement

The subrecipient shall comply with all internal agency procurement rules/policies and must also comply with Federal procurement rules/policies as outlined in section VII and all procurement must comply with Arizona State procurement code and rules. The Federal intent is that all Homeland Security Funds are awarded competitively. The subrecipient shall not enter into a Sole or Single Source procurement agreement, unless prior written approval is granted by the AZDOHS.

Training

The subrecipient agrees that any grant funds used for training must be in compliance with grant guidance. All training must be approved through the ADEM/AZDOHS training request process prior to execution of training contract(s).

Nonsupplanting Agreement

The subrecipient shall not use funds to supplant State or Local funds or other resources that would otherwise have been made available for this program/project. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within thirty (30) days. If the vacancy is not filled within thirty (30) days, the subrecipient must stop charging the grant for the new position. Upon filling the vacancy, the subrecipient may resume charging for the grant position.

E-Verify

Compliance requirements for A.R.S. § 41-4401—immigration laws and E-Verify requirement.

- a) The subrecipient warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program).

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

Property Control

Effective control and accountability must be maintained for all property. The subrecipient must adequately safeguard all such property and must assure that it is used solely for authorized purposes as described in the guidance and application. The subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

Terms used in this sub-part have the following meaning (see also Reclamation Supplement to Federal Property Management Regulations, Part 60 Property Accountability, Sub-part 114S-60.4 Classification of Property).

- a) Nonexpendable property is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of \$300 (Three Hundred Dollars) or more, and does not become a fixture or lose its identity as a component of other equipment or plant.
- b) At the time when the final request for reimbursement is submitted, the subrecipient must file with the AZDOHS a copy of the Property Control Record Form listing all such property acquired with grant funds. The subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives for verification of information.
- c) Equipment shall be used by the subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. When use of the property for project activities is discontinued, the subrecipient shall request in writing disposition instructions from the AZDOHS before actual disposition of the property. Theft, destruction, or loss of property shall be reported to the AZDOHS immediately. An equipment/capital asset list shall be maintained for the entire scope of the program or project for which it was acquired. All equipment having an acquisition cost of \$5,000 (Five Thousand Dollars) or more per unit and/or a useful life of more than one year shall be included in the equipment/capital asset list.

Allowable Costs

The allowability of costs incurred under this agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable OMB Circulars, Code of Federal Regulations, authorized equipment lists and guidance documents referenced above.

- a) The subrecipient agrees that grant funds are not to be expended for any indirect costs that may be incurred by the subrecipient for administering these funds.
- b) The subrecipient agrees that grant funds are not to be expended for any Management and Administrative (M&A) costs that may be incurred by the subrecipient for administering these funds unless explicitly applied for and approved in writing by the AZDOHS and shall be in compliance with Grant Guidance.

VIII. DEBARMENT CERTIFICATION

The subrecipient 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.”

IX. FUNDS MANAGEMENT

The subrecipient must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with other sources. The subrecipient must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits.

The subrecipient 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.

X. REPORTING REQUIREMENTS

Regular reports by the subrecipient shall include:

a) Programmatic Reports

The subrecipient shall provide quarterly programmatic reports to the AZDOHS within fifteen (15) working days of the last day of the quarter in which services are provided. The subrecipient shall use the form provided by the AZDOHS to submit quarterly programmatic reports. The report shall contain such information as deemed necessary by the AZDOHS. The subrecipient shall use the Quarterly Programmatic Report Format template, which is posted at www.azdohs.gov. If the scope of the project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the quarter in which the project was completed will be sufficient as the final report. The report should be marked as final and should be inclusive of all necessary and pertinent information regarding the project as deemed necessary by the AZDOHS. Quarterly programmatic reports shall be submitted to the AZDOHS until the entire scope of the project is completed

b) Quarterly reports are due:

January 15 (period October 1– December 31)

April 15 (period January 1 – March 31)

July 15 (period April 1 – June 30)

October 15 (period July 1 – September 30)

c) Financial Reimbursements

The subrecipient shall provide as frequently as monthly but not less than quarterly requests for reimbursement. Reimbursements shall be submitted with the Reimbursement Form provided by the AZDOHS staff. The subrecipient shall submit a final reimbursement for expenses received and invoiced prior to the end of the termination of this Agreement no more than **forty-five (45) days** after the end of the Agreement. Requests for reimbursement received later than the forty-five (45) days after the Agreement termination will not be paid. The final reimbursement request as submitted shall be marked FINAL, and include a copy of the Property Control Form, if applicable.

The AZDOHS requires that all requests for reimbursement are submitted via U.S. mail (United States Postal Service), FedEx, UPS, etc... or in person. Reimbursements submitted via fax or by any electronic means will not be accepted.

The AZDOHS reserves the right to request and/or require any supporting documentation it feels necessary in order to process reimbursements.

All reports shall be submitted to the contact person as described in Paragraph XXXIX, NOTICES, of this Agreement.

XI. ASSIGNMENT AND DELEGATION

The subrecipient may not assign any rights hereunder without the express, prior written consent of both parties.

XII. 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 Agreement amendment signed and approved by and between the duly authorized representative of the subrecipient and the AZDOHS.

Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the subrecipient's compensation if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding sentence. The subrecipient 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.

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 AZDOHS for any contractual commitment in excess of the original Agreement period.

XV. RIGHT TO ASSURANCE

If the AZDOHS in good faith has reason to believe that the subrecipient does not intend to, or is unable to perform or continue performing under this Agreement, the AZDOHS

may demand in writing that the subrecipient give a written assurance of intent to perform. If the subrecipient fails to provide written assurance within the number of days specified in the demand, the AZDOHS at its option may terminate this Agreement.

XVI. CANCELLATION FOR CONFLICT OF INTEREST

The AZDOHS may, by written notice to the subrecipient, immediately 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 when the parties to the Agreement receive written notice from the AZDOHS, unless the notice specifies a later time.

XVII. THIRD PARTY ANTITRUST VIOLATIONS

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

XVIII. AVAILABILITY OF FUNDS

Every payment obligation of the AZDOHS 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 AZDOHS may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to the AZDOHS in the event this provision is exercised, and the AZDOHS 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 subrecipient 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 by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.

XX. PARTIAL INVALIDITY

Any term or provision of this Agreement that is hereafter declared contrary to any current or future law, order, regulation, or rule, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.

XXI. ARBITRATION

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) days of the events giving the rise to the dispute. The subrecipient agrees to terms specified in A.R.S. § 12-1518.

XXII. 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.

XXIII. ENTIRE AGREEMENT

This Agreement and its 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 Paragraph X, REPORTING REQUIREMENTS; provided; however, that the AZDOHS shall have the right to immediately amend this Agreement so that it complies with any new legislation, laws, ordinances, or rules affecting this Agreement. The subrecipient agrees to comply with any such amendment within ten (10) business days of receipt of a fully executed amendment. 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.

XXIV. RESTRICTIONS ON LOBBYING

The subrecipient 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.

XXV. LICENSING

The subrecipient, 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.

XXVI. NON-DISCRIMINATION

The subrecipient shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including the Americans with Disabilities Act, in accordance with A.R.S. title 41, Chapter 9, Article 4 and Executive Order 2009-09.

XXVII. 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.

XXVIII. 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.

XXIX. ADVERTISING AND PROMOTION OF AGREEMENT

The subrecipient shall not advertise or publish information for commercial benefit concerning this Agreement without the written approval of the AZDOHS.

XXX. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

The AZDOHS 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 AZDOHS and the U.S. Department of Homeland Security. The U.S. Department of Homeland Security and the AZDOHS shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all materials prepared under this Agreement.

The subrecipient agrees that any report, printed matter, or publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the subrecipient describing programs or projects funded in whole or in part with Federal funds shall contain the following statement:

"This document was prepared under a grant from U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the U.S. Department of Homeland Security."

The subrecipient also agrees that one copy of any such publication, report, printed matter, or publication shall be submitted to the AZDOHS to be placed on file and distributed as appropriate to other potential sub-recipients or interested parties. The AZDOHS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the subrecipient.

The AZDOHS and the subrecipient recognize that research resulting from this Agreement has the potential to become public information. However, prior to the termination of this Agreement, the subrecipient 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 AZDOHS and possibly the U.S. Department of Homeland Security. 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 subrecipient.

XXXI. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS

Any television public service announcement that is produced or funded in whole or in part by the subrecipient shall include closed captioning of the verbal content of such announcement.

XXXII. INDEMNIFICATION

To the extent permitted by law, 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.

XXXIII. TERMINATION

- a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of the subrecipient or the grantor 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 staff of either party shall provide a written thirty (30) day advance notice of the termination and the reasons for it.
- b) If the subrecipient chooses to terminate the contract before the grant deliverables have been met then the AZDOHS reserves the right to collect all reimbursements distributed to the subrecipient.

- c) The AZDOHS 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. The subrecipient shall be liable to the AZDOHS for any excess costs incurred by the AZDOHS in procuring materials or services in substitution for those due from the subrecipient.

XXXIV. CONTINUATION OF PERFORMANCE THROUGH TERMINATION

The subrecipient shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

XXXV. 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.

XXXVI. 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.

XXXVII. AUTHORITY TO EXECUTE THIS AGREEMENT

Each individual executing this Agreement on behalf of the subrecipient represents and warrants that he or she is duly authorized to execute this Agreement.

XXXVIII. SPECIAL CONDITIONS

- a) The subrecipient must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements
- b) The subrecipient acknowledges that U.S. Department of Homeland Security and the AZDOHS reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a subrecipient purchases ownership with Federal support. The subrecipient shall consult with the AZDOHS regarding the allocation of any patent rights that arise from, or are purchased with, this funding.
- c) The subrecipient agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: **"Purchased with funds provided by the U.S. Department of Homeland Security."**
- d) The subrecipient agrees to cooperate with any assessments, state/national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.
- e) The subrecipient is prohibited from transferring funds between programs (State Homeland Security Program, Urban Area Security Initiative, Citizen Corps Program, Operation Stonegarden, and Metropolitan Medical Response System).

XXXIX. 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 be delivered in person or shall be sent to the respective parties at the following addresses:



GILA COUNTY ATTORNEY

Daisy Flores

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

To whom it may concern:

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

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

A.R.S. § 11-952(D) requires that

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

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

Arizona Department of Homeland Security
1700 West Washington, Suite 210
Phoenix, AZ 85007

The subrecipient shall address all programmatic notices relative to this Agreement to the appropriate the AZDOHS staff; contact information at www.azdohs.gov.

The subrecipient shall submit reimbursement requests relative to this Agreement to the appropriate the AZDOHS staff; contact information at www.azdohs.gov

The AZDOHS shall address all notices relative to this Agreement to:

Deputy Director, Debra L. Williams
Enter Title, First & Last Name above
Gila County Emergency Management
Enter Agency Name above
5515 S. Apache Ave., Suite 400
Enter Street Address
Globe, AZ 85501
Enter City, State, ZIP

XXXX. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE

Gila County Emergency Management

Enter Agency Name above



Authorized Signature above

Tommie C. Martin, Chairman, BOS

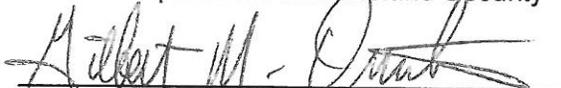
Print Name & Title above

11/15/2011

Enter Date above

FOR AND BEHALF OF THE

Arizona Department of Homeland Security



Gilbert M. Orrantia

Director

11/28/11
Date

Approved As To Form



Bryan B. Chambers

Chief Deputy Gila County Attorney

(Please be sure to complete and mail two original documents to the Arizona Department of Homeland Security.)



GILA COUNTY ATTORNEY
Daisy Flores

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

To whom it may concern:

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

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

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

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

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

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

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

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

Regular BOS Meeting

Meeting Date: 11/13/2012

Submitted For: Michael O'Driscoll, Health & Emergency Services Division Director **Submitted By:** Debra Williams, Deputy Director of Emergency Services, Health & Emergency Services Division

Department: Health & Emergency Services Division **Division:** Emergency Services

Information

Request/Subject

Memorandum of Understanding (MOU) for Arizona Department of Homeland Security Grant Agreement No. 999302-01 National Emergency Communications Plan (NECP) Compliance and Interoperable Communications Gap Closure

Background Information

The Department of Emergency Management, Division of Health and Emergency Services, submitted a grant application to the Arizona Department of Homeland Security (AZDOHS) on behalf of counties that make up the Arizona East Homeland Security Region (East Region): Gila, Graham, Greenlee and Pinal counties.

National Emergency Communications Plan (NECP) is a requirement of the U.S. Department of Homeland Security for all agencies to comply with federal standards of emergency communication. Completion of tasks identified in the application for this grant will provide compliance for the East Region.

Grant Applications for the FFY2012 grant cycle, such as this grant, were not presented to the Board of Supervisors because each application was written with the understanding that the projects are regional in nature and Gila County would not be managing any funding awarded for the projects. Gila County has submitted grant applications on behalf of the East Region for several years.

Evaluation

Grant applications that take a regional approach are encouraged for the purpose of using federal grant funds efficiently to strengthen our ability to work together at all levels to address common threat and vulnerability issues and encourage the development and sharing of resources across town, city, county, and tribal lines.

This grant award provides funding of \$40,000 to support the NECP Compliance and Interoperable Communications Gap Closure for the East Region.

Conclusion

To facilitate regional implementation, we are requesting to provide an MOU to authorize the Arizona Strategic Enterprise Office of the Arizona Department of Administration, in coordination with AZDOHS, to manage the scope of the grant award in the amount of \$40,000.

Recommendation

The Director of Health & Emergency Services recommends the Board of Supervisors' authorization for the Chairman to sign a Memorandum of Understanding for Arizona Department of Homeland Security Grant Agreement No. 999302-01 NECP Compliance and Interoperable Communications Gap Closure in the amount of \$40,000.

Suggested Motion

Authorization of the Chairman's signature on a Memorandum of Understanding with the Arizona Department of Homeland Security (AZDOHS) stating that the \$40,000 awarded as AZDOHS Grant Agreement No. 999302-01 (Project Title: NECP Compliance and Interoperable Communications Gap Closure) be retained and managed by the Arizona Strategic Enterprise Technology Office in coordination with AZDOHS for the grant performance period of October 1, 2012, through September 30, 2013.

Attachments

MOU

Award Letter for Grant No. 999302-01

Submission Confirmation

Grant Application for NECP Compliance and Interoperable Communications Gap Closure Project

Legal Explanation

TOMMIE MARTIN, District I
P.O. Box 2297, Payson AZ 85547

MICHAEL A. PASTOR, District II
1400 East Ash Street, Globe AZ 85501

SHIRLEY L. DAWSON, District III
1400 East Ash Street, Globe AZ 85501



DON E. McDANIEL Jr.
County Manager

MICHAEL O'DRISCOLL
Director

DEBRA L. WILLIAMS
Deputy Director of Emergency Management

Gila County Division of Health & Emergency Services
Department of Emergency Management
5515 S. Apache Avenue, Suite 400, Globe Arizona 85501
Voice: 928-402-8764 Fax: 928-425-7714

Memorandum of Understanding

October 29, 2012

Director Gilbert M. Orrantia
Arizona Department of Homeland Security
1700 W. Washington St., Suite 210
Phoenix, AZ 85507

Dear Director Orrantia:

On behalf of the Gila County Division of Health & Emergency Services, I would like to formally notify you that it is the intent of Gila County that \$40,000.00 from FFY 2012 SHSGP grant # 999302-01 be retained and managed by the Arizona Strategic Enterprise Technology Office (ADOA-ASET) in coordination with Arizona Department of Homeland Security.

This letter shall serve as a formal Memorandum of Understanding for the purposes of managing local funds for NEPC Compliance and Interoperable Communications Gap Closure.

GILA COUNTY

TOMMIE C. MARTIN, Chairman
Board of Supervisors

Date

ATTEST:

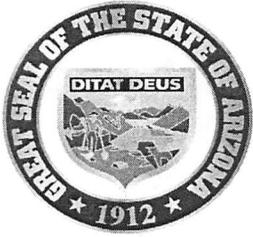
Marian Sheppard, Chief Deputy Clerk
Board of Supervisors

Date

Approved as to form:

Bryan Chambers
Chief Deputy County Attorney

Date



State of Arizona Department of Homeland Security



Governor Janice K. Brewer

Director Gilbert M. Orrantia

September 21, 2012

Mrs. Tommie Martin
Gila County Health & Emergency Services
5515 S. Apache Ave., Suite 400
Globe, AZ 85501

Subject: FFY 2012 Homeland Security Grant Program Award
Grant Agreement Number: **999302-01**
Project Title: **NECP Compliance and Interoperable Communications Gap Closure**

Dear Mrs. Martin:

The application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been awarded. The project titled **NECP Compliance and Interoperable Communications Gap Closure** has been funded under the STATE HOMELAND SECURITY GRANT PROGRAM for **\$40,000.00**. The grant performance period is **October 1, 2012 through September 30, 2013**. This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance).

Per your application the Gila County Health & Emergency Services intends to furnish a memorandum of understanding (MOU) to the AZDOHS which will authorize the Arizona Strategic Enterprise Technology Office (ADOA-ASET) in coordination with AZDOHS to manage and implement the scope of grant agreement number 999302-01. Please place the attached MOU on agency letterhead, sign and return to AZDOHS:

Arizona Department of Homeland Security
1700 W. Washington St, Suite 210
Phoenix, AZ 85007

Congratulations on your Homeland Security Grant Program award.

Sincerely,

A handwritten signature in black ink, appearing to read "Gilbert M. Orrantia".

Gilbert M. Orrantia
Director

Encl: MOU for 999302-01

Memorandum of Understanding

Director Gilbert M. Orrantia
Arizona Department of Homeland Security
1700 W. Washington St., Suite 210
Phoenix, AZ 85007

Dear Director Orrantia:

On behalf of the Gila County Health & Emergency Services, I would like to formally notify you that it is the intent of the Gila County Health & Emergency Services that \$40,000.00 from FFY 2012 SHSGP grant #999302-01 be retained and managed by the Arizona Strategic Enterprise Technology Office (ADOA-ASET) in coordination with the Arizona Department of Homeland Security.

This letter from the Gila County Health & Emergency Services shall serve as a formal memorandum of understanding for the purposes of managing local funds for NECP Compliance and Interoperable Communications Gap Closure.

Sincerely,

Enter Title & Name Above

Authorized Signature Above

Enter Date Above



[Grants](#)

Application Submission Confirmation

- [Community Preparedness](#)
- [Councils & Committees](#)
- [Public Affairs Office](#)
- [Resources & Links](#)
- [Questions About...](#)

Thank you for your submittal. The application is currently being reviewed by AZDOHS.
 Your application confirmation code is: **AZDOHS-11723E2050**





STATE OF ARIZONA
Department of Homeland Security

2012 STATE HOMELAND SECURITY GRANT PROGRAM APPLICATION

PLEASE FILL OUT THE SUBGRANTEE AND PROJECT TITLE BLANKS ONLY

Grant #:

Applicant:

Project Title:

The following document(s) have been completed and submitted with the application.

Check if Completed

Grant Workbook

- Project Administrative Page (Questions 1-10)
- Project Narrative (Questions 11-13)
- Project Justification (Questions 14 & 15)
- Target Capabilities (TCA, Questions 16 & 17)
- Milestones (Question 18)

Please be sure to only complete the following worksheets that pertain to your project.

- Equipment Budget Detail Worksheet
- Equipment Budget Narrative
- Training Budget Narrative & Detail Worksheet
- Exercise Budget Narrative & Detail Worksheet
- Planning Budget Narrative & Detail Worksheet
- M&A Budget Narrative & Detail Worksheet
- Organization Budget Narrative & Detail Worksheet
- Memorandum of Understanding (if applicable)

Please check the following boxes if

- Your agency is NIMSCAST Compliant

For more information on NIMSCAST:

<http://www.fema.gov/nimscast/index.jsp>

- Your agency is registered with and participating in E-Verification Program

For more information on E-Verify

http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm

The following tabs MUST be completed

- Standard Data Collection Form
- Financial System Survey
- Budget Summary
- Project Summary
- FFATA Summary

The due date for this application is **March 2, 2012 at 5:00PM**. No late applications will be accepted. No incomplete applications will be accepted. There will be no opportunity for clarifications once the application has been submitted. To submit an application please click on the link below:

<http://www.azdohs.gov/application2012.asp>

Central and North Regions, Phoenix and Tucson UASI		East and West Regions, State Agencies		South Region, Operation Stonegarden
Susan Dzbanko (602) 542-1777 sdzbanko@azdohs.gov		John Coughlin (602) 542-7012 jcoughlin@azdohs.gov		William Seltzer (602) 542-7044 wseltzer@azdohs.gov

Grant Timeline

March 2, 2012 no later than 5:00 PM (Arizona Time) - Application due to AZDOHS

March 5 - March 9, 2012 AZDOHS reviews grant applications

March 12 - March 30, 2012 Applicable applications will be reviewed by Working Groups as necessary. Regional Advisory Councils will provide recommendations to the Director of AZDOHS

TBD - AZDOHS Applications due to Federal DHS

On or before September 2012 - Awards will be made to local jurisdictions and state agencies

Grant Period - Start date will be determined by the date on the official award notice to Arizona from U.S. DHS. The local jurisdictions grant award period will not exceed 12 months

STATE OF ARIZONA
Department of Homeland Security
2012 STATE HOMELAND SECURITY GRANT PROGRAM APPLICATION

FOR THIS SECTION BE SURE TO CHOOSE A PROGRAM

Grant #: **Applicant:**

Project Title:

Grant Program:

PROJECT ADMINISTRATIVE PAGE

<p>1. Applicant <input type="text" value="Gila County Health & Emergency Services"/></p> <p>Applicant Address:</p> <p>Mailing Address: <input type="text" value="5515 S. Apache Ave., Suite 400"/></p> <p>City/State/Zip: <input type="text" value="Globe"/> <input type="text" value="AZ"/> <input type="text" value="85501"/></p> <p>City: _____ State: _____ Zip Code: _____</p> <p>Head of Agency</p> <p>Title: <input type="text" value="Mrs."/> <input type="text" value="Tommie"/> <input type="text" value="Martin"/></p> <p>First Name: _____ Last Name: _____</p> <p>Phone #: <input type="text" value="928-425-3231"/></p> <p>E-Mail Address: <input type="text" value="tmartin@co.gila.az.us"/></p> <p>Agency's Point of Contact Information</p> <p>Title: <input type="text" value="Ms."/> <input type="text" value="Debra"/> <input type="text" value="Williams"/></p> <p>First Name: _____ Last Name: _____</p> <p>Phone #: <input type="text" value="928-402-8763"/></p> <p>Cell Phone #: <input type="text" value="928-701-1811"/></p> <p>E-Mail Address: <input type="text" value="dwilliams@co.gila.az.us"/></p>	<p>2. Organization Type</p> <p><input type="text" value="County"/></p> <p>3. Region or Entity: <input type="text" value="East Region"/></p> <p style="text-align: center;">Program Initiatives</p> <p>4a. SHSGP, MMRS, CCP: <input type="text" value="Strengthen Interoperable Communications Capabilities"/></p> <p>4b. Phoenix UASI: <input type="text" value="Choose Initiative"/></p> <p>4c. Tucson UASI: <input type="text" value="Choose Initiative"/></p> <p>4d. Is this LETPA?: <input type="text" value="Select Yes/No"/></p> <p>5. Total Dollar Amount Requested: \$40,000</p>
---	--

6. Enter the 2011 - 2014 State Homeland Security Strategy Objectives (EXAMPLE : 1.1.0) and Action Item(s) Numbers (EXAMPLE:1.1.4) that relate to this project. To learn more about the strategy visit this website:

<http://www.azdohs.gov/Grants/SHSS.asp>

1.1.0, 1.1.1, 1.1.5, 1.3.0, 1.3.3, 1.3.6, 2.3.0, 2.3.2, 2.3.3, 6.1.0, 6.1.1, 6.2.0, 6.2.2

7. Identify the primary National Priority that is supported by this project from the drop down box below.

8. Is this project new or ongoing? If the project is ongoing, identify the corresponding projects and funding amounts for each year as applicable. Also, for the current grant cycle, please identify, if any, requests for funding from other funding sources i.e. EOC, EMPG etc..

New.

9. Can partial funding be accepted for this project? If so, at what specific dollar amount(s), items, and quantities? Be sure to list the order of priority.

Yes. This project can be conducted with at least \$15,000, scaling back deliverables from those proposed, as needed. If the project is scaled back, priority will be given to closure of prioritized gaps identified in the TCA and NECP After Action reports.

10. Please list the multiple jurisdictions and/or disciplines served by this project. Include POC information for each partnering agency.

All public safety agencies in the County will provide collaborative input and participate in the development of project deliverables to address gaps in interoperable communications capabilities and performance. The project will be managed by PSIC who will coordinate with stakeholders. Lisa Meyerson 602-284-3186 lmeyerson@azpsic.gov.

APPROVAL PROCESS

The signatures below verify the approval process. All parties signify that all aspects of this project are allowable, reasonable and justifiable in accordance with published federal grant guidelines.

Project Point of Contact or Agency's Authorized Individual	<input type="text" value="Debra L. Williams"/>	
	<small>Typed Name</small>	<small>Signature</small>
AZDOHS Strategic Planner or Assistant Director Planning & Preparedness	<input type="text"/>	<input type="text"/>

STATE OF ARIZONA
Department of Homeland Security

2012 STATE HOMELAND SECURITY GRANT PROGRAM APPLICATION

Grant #:

Applicant:

Gila County Health & Emergency Services

Project Title:

NECP Compliance and Interoperable Communications Gap Closure

PROJECT NARRATIVE

11. Provide a summary description (scope of work) for this project as well as a description of the need. Be sure to include how this project will support and enhance jurisdictional capabilities that are directly related to the Initiative identified on the previous tab under item 4. The character limit for this section is 1,000. Do not use any special characters such as a hyphen or apostrophe.

Per Memorandum of Understanding from County Emergency Management, funds from this grant are to be retained and managed by the Arizona Strategic Enterprise Technology Office (ASET). The project will:

- Develop and implement plans to address NECP objectives, initiatives and milestones
- Develop interoperable communications best practices, processes, procedures, strategic and tactical plans.
- Facilitate workshops, meetings and outreach among stakeholders to create common understanding on operating norms and barriers to interoperable response level communications including regionalization projects.
- Build partnerships, trust and communication between stakeholders.
- Support events and exercises to implement improved processes.

12. What is the sustainability plan for this project/equipment?

The project is for planning and consulting activities and will not need to be sustained beyond the grant period of performance.

13. Provide a summary of the current state of this project, its objectives and any outcomes to be completed prior to this funding. The character limit for this section is 1,000. Do not use any special characters such as a hyphen or apostrophe.

The Target Capabilities Assessment and the National Emergency Communications Plan assessment process, including evaluation information from the county's After Action Report, have highlighted a number of areas for improvement in providing response level emergency communications during multi-agency multi-jurisdictional events. These assessments will serve as the basis for identifying gaps to be addressed by this project.

STATE OF ARIZONA
Department of Homeland Security

2012 STATE HOMELAND SECURITY GRANT PROGRAM APPLICATION

Grant #:

Applicant:

Gila County Health & Emergency Services

Project Title:

NECP Compliance and Interoperable Communications Gap Closure

PROJECT JUSTIFICATION

14a. Explain how this project supports the State Homeland Security Strategy.

To learn more about the State Homeland Security Strategy, refer to the following website:

<http://www.azdohs.gov/Grants/SHSS.asp>

The NECP sets forth 3 goals for improved interoperability, operability, and continuity of communications. NECP Goal One Assessments were conducted for Phoenix and Tucson UASIs in 2010. NECP Goal Two Assessments were conducted for All Non-UASI jurisdictions in 2011. These assessments highlighted a number of areas for improvement in providing response level Emergency communications during multi-agency multi-jurisdictional events. This project will address the interoperable communications gaps in our county that have been identified during the NECP assessment process, and within the TCA.

This project directly links to the following State Homeland Security Strategy Objectives and Action items and SCIP Initiatives:

SHSS Objectives: 1.10, 1.20, 2.20, 6.10, 6.20

14b. Include how this project fits into one (or more) of the State Initiatives. Please refer to the "PROJECT ADMIN TAB" under Item 4. Provide any additional justification that supports this project. The character limit for this section is 1,000. Do not use any special characters such as a hyphen or apostrophe.

This project will support the State initiative to Strengthen Interoperable Communications Capabilities by addressing interoperable communications gaps that have been identified during the National Emergency Communications Plan (NECP) assessment process, and within the Target Capabilities Assessment (TCA) for this county.

15. Describe in detail the goals and objectives of the proposed project. Be sure to address what your organization's current capabilities are, and how the current capabilities of your organization will be impacted or enhanced as a result of this grant. The character limit for this section is 1,000. Do not use any special characters such as a hyphen or apostrophe.

The primary goal of this project is to address interoperable communications gaps in our county that have been identified during the National Emergency Communications Plan (NECP) assessment process, and within the Target Capabilities Assessment (TCA) for this county.

The project will address two main objectives:

1. Close gaps identified in the TCA Communications section and during the NECP assessment process, including evaluation information from the county After Action Report.
2. Increase regional alignment and compliance with the NECP and Statewide Communications Interoperability Plan (SCIP).

STATE OF ARIZONA
Department of Homeland Security

2012 STATE HOMELAND SECURITY GRANT PROGRAM APPLICATION

Grant #:

Applicant:

Gila County Health & Emergency Services

Project Title:

NECP Compliance and Interoperable Communications Gap Closure

TARGET CAPABILITIES ASSESSMENT

16. From the 37 Target Capabilities please identify, from the drop down menu, no more than three Target Capabilities supported by this project in priority order. Then enter the proposed amount of funding to be obligated for each Target Capability from this project. To access the Target Capabilities List click on the link below.

<http://www.fema.gov/pdf/government/training/tcl.pdf>

Communications

Enter Amount:

\$40,000

Choose Target Capabilities



Enter Amount:

\$0

Choose Target Capabilities



Enter Amount:

\$0

This amount should equal the total amount being requested for this project.

\$40,000

17. How will the achieved goals and objectives of this project buy down the risk to your jurisdiction and region?

The implementation of this project supports the communications target capabilities by addressing interoperable communications gaps in the county that have been identified during the National Emergency Communications Plan (NECP) assessment process, and within the Target Capabilities Assessment (TCA) for the county.

STATE OF ARIZONA
Department of Homeland Security

2012 STATE HOMELAND SECURITY GRANT PROGRAM APPLICATION

Grant #:

Applicant:

Project Title:

MILESTONES

18. Provide specific milestones for the project during the course of the performance period. Each milestone (up to 4) should provide a clear description of the projected outcome. Note: If this grant is awarded, the milestones, as identified below, are required to be fulfilled as part of the grant requirement. The grant performance period is 12 months and the projected funding cycle is October 2012 - September 2013. Extensions will only be considered under extenuating circumstances, and additional supporting documentation will be required. Do not use any special characters such as a hyphen or apostrophe.

Milestone 1		
Description:	Start Date	End Date
Obtain funding from Arizona DOHS. Identify priorities for addressing gaps. MOU grant to the PSIC Office.	10/01/2012	12/31/2012

Milestone 2		
Description:	Start Date	End Date
Prepare RFPs or RFQs and solicit SME/Facilitator contract support. Additionally, secure contract support.	01/01/2013	03/31/2013

Milestone 3		
Description:	Start Date	End Date
Initial stakeholder sessions. Develop action plans to address objectives, initiatives and milestones.	04/01/2013	06/30/2013

Milestone 4		
Description:	Start Date	End Date
Implement action plans to address objectives, initiatives and milestones. Finalize deliverables.	07/01/2013	09/30/2013

STATE OF ARIZONA
Department of Homeland Security

2012 STATE HOMELAND SECURITY GRANT PROGRAM APPLICATION

Grant #:

Applicant:

Project Title:

EQUIPMENT - BUDGET DETAIL WORKSHEET

Equipment Type	Discipline Group	Whole Dollars
CHOOSE EQUIPMENT TYPE	Click Discipline	\$0
CHOOSE EQUIPMENT TYPE	Click Discipline	\$0
CHOOSE EQUIPMENT TYPE	Click Discipline	\$0
CHOOSE EQUIPMENT TYPE	Click Discipline	\$0
CHOOSE EQUIPMENT TYPE	Click Discipline	\$0
CHOOSE EQUIPMENT TYPE	Click Discipline	\$0
CHOOSE EQUIPMENT TYPE	Click Discipline	\$0
CHOOSE EQUIPMENT TYPE	Click Discipline	\$0
CHOOSE EQUIPMENT TYPE	Click Discipline	\$0
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CHOOSE EQUIPMENT TYPE	Click Discipline	\$0
CHOOSE EQUIPMENT TYPE	Click Discipline	\$0
CHOOSE EQUIPMENT TYPE	Click Discipline	\$0
CHOOSE EQUIPMENT TYPE	Click Discipline	\$0
CHOOSE EQUIPMENT TYPE	Click Discipline	\$0
CHOOSE EQUIPMENT TYPE	Click Discipline	\$0
EQUIPMENT TOTAL FOR PROJECT		\$0

If requesting supplies, you must provide a list of all consummable supplies requested.

--

Section 3

FEMA approved training class, course number, title and/or conference/training event:
<https://www.firstrespondertraining.gov>

Enter a brief course description. MUST include: 1) proposed location, 2) training provider, 3) provider address, 4) provider point of contact, number and website, 5) estimated number of participants.

How does the requested training support FEMA mission scope to prepare personnel to prevent, protect, respond to and recover from all critical hazards?

How does the requested training enhance/sustain capabilities that support the UASI or SHSGP Strategy?

Mission Area

Training Level

Projected Number of Deliveries (1 or Greater)	Backfill Overtime	Workshops Conferences	Trainers Contractors Consultants	Supplies	Travel	Total
<input type="text" value="0"/>	<input type="text" value="\$0"/>					
Total Cost for All Deliveries	<input type="text" value="\$0"/>					

If requesting supplies, you must provide a list of all consummable supplies requested.

Section 4

FEMA approved training class, course number, title and/or conference/training event:
<https://www.firstrespondertraining.gov>

Enter a brief course description. MUST include: 1) proposed location, 2) training provider, 3) provider address, 4) provider point of contact, number and website, 5) estimated number of participants.

How does the requested training support FEMA mission scope to prepare personnel to prevent, protect, respond to and recover from all critical hazards?

How does the requested training enhance/sustain capabilities that support the UASI or SHSGP Strategy?

Mission Area

Training Level

Projected Number of Deliveries (1 or Greater)	Backfill Overtime	Workshops Conferences	Trainers Contractors Consultants	Supplies	Travel	Total
<input type="text" value="0"/>	<input type="text" value="\$0"/>					
Total Cost for All Deliveries	<input type="text" value="\$0"/>					

If requesting supplies, you must provide a list of all consummable supplies requested.

Section 5

FEMA approved training class, course number, title and/or conference/training event:

<https://www.firstrespondertraining.gov>

Enter a brief course description. MUST include: 1) proposed location, 2) training provider, 3) provider address, 4) provider point of contact, number and website, 5) estimated number of participants.

How does the requested training support FEMA mission scope to prepare personnel to prevent, protect, respond to and recover from all critical hazards?

How does the requested training enhance/sustain capabilities that support the UASI or SHSGP Strategy?

Mission Area

Training Level

Projected Number of Deliveries (1 or Greater)	Backfill Overtime	Workshops Conferences	Trainers Contractors Consultants	Supplies	Travel	Total
<input type="text" value="0"/>	<input type="text" value="\$0"/>					
Total Cost for All Deliveries	<input type="text" value="\$0"/>					

If requesting supplies, you must provide a list of all consummable supplies requested.

Section 6

FEMA approved training class, course number, title and/or conference/training event:

<https://www.firstrespondertraining.gov>

Enter a brief course description. MUST include: 1) proposed location, 2) training provider, 3) provider address, 4) provider point of contact, number and website, 5) estimated number of participants.

How does the requested training support FEMA mission scope to prepare personnel to prevent, protect, respond to and recover from all critical hazards?

How does the requested training enhance/sustain capabilities that support the UASI or SHSGP Strategy?

Mission Area

Training Level

Projected Number of Deliveries (1 or Greater)	Backfill Overtime	Workshops Conferences	Trainers Contractors Consultants	Supplies	Travel	Total
<input type="text" value="0"/>	<input type="text" value="\$0"/>					
Total Cost for All Deliveries	<input type="text" value="\$0"/>					

If requesting supplies, you must provide a list of all consummable supplies requested.

Section 7

FEMA approved training class, course number, title and/or conference/training event:

<https://www.firstrespondertraining.gov>

Enter a brief course description. MUST include: 1) proposed location, 2) training provider, 3) provider address, 4) provider point of contact, number and website, 5) estimated number of participants.

How does the requested training support FEMA mission scope to prepare personnel to prevent, protect, respond to and recover from all critical hazards?

How does the requested training enhance/sustain capabilities that support the UASI or SHSGP Strategy?

Mission Area

Training Level

Projected Number of Deliveries (1 or Greater)	Backfill Overtime	Workshops Conferences	Trainers Contractors Consultants	Supplies	Travel	Total
<input type="text" value="0"/>	<input type="text" value="\$0"/>					
Total Cost for All Deliveries	<input type="text" value="\$0"/>					

If requesting supplies, you must provide a list of all consummable supplies requested.

Section 8

FEMA approved training class, course number, title and/or conference/training event:

<https://www.firstrespondertraining.gov>

Enter a brief course description. MUST include: 1) proposed location, 2) training provider, 3) provider address, 4) provider point of contact, number and website, 5) estimated number of participants.

How does the requested training support FEMA mission scope to prepare personnel to prevent, protect, respond to and recover from all critical hazards?

How does the requested training enhance/sustain capabilities that support the UASI or SHSGP Strategy?

Mission Area

Training Level

Projected Number of Deliveries (1 or Greater)	Backfill Overtime	Workshops Conferences	Trainers Contractors Consultants	Supplies	Travel	Total
<input type="text" value="0"/>	<input type="text" value="\$0"/>					
Total Cost for All Deliveries	<input type="text" value="\$0"/>					

If requesting supplies, you must provide a list of all consummable supplies requested.

TOTAL TRAINING COSTS

STATE OF ARIZONA
Department of Homeland Security

2012 STATE HOMELAND SECURITY GRANT PROGRAM PROJECT APPLICATION

Grant #:

Applicant:

Project Title:

EXERCISE - BUDGET NARRATIVE & BUDGET DETAIL WORKSHEET

Must be conducted in accordance with the Homeland Security Exercise Evaluation Program (HSEEP).

https://hseep.dhs.gov/pages/1001_HSEEP7.aspx

Each Exercise event must be explained in detail. Personnel dollar amounts must list out fringe benefits and costs. Fringe benefits on overtime hours are limited to FICA, Workers' Compensation, and Unemployment Compensation. **(Medicare is NOT a reimbursable cost for personnel Backfill/Overtime).** All Equipment associated with Exercise must be listed on the "Equipment Budget Narrative" page only. **The character limit for this section is 1,000.**

Travel, Lodging and Per Diem rates based on the Arizona Accounting Manual, that can be found at the following website:

<http://www.gao.az.gov/publications/SAAM/SAAM-2d-022008.pdf>

EXERCISE LEVEL: (Table Top, Functional, Full Scale)

EXERCISE DESCRIPTION: Provide a description of this exercise event. Each allowable exercise expense category must be listed and a brief description provided of each item and how it will be utilized. Estimated costs must be listed: Personnel, Travel, and Supplies, etc. If requesting supplies, provide a list of all consumable supplies requested.

Backfill Overtime	Contractors Consultants	Design Develop	Exercise Planning	Travel	Supplies	Total
\$0	\$0	\$0	\$0	\$0	\$0	\$0

EXERCISE LEVEL: (Table Top, Functional, Full Scale)

EXERCISE DESCRIPTION: Provide a description of this exercise event. Each allowable exercise expense category must be listed and a brief description provided of each item and how it will be utilized. Estimated costs must be listed: Personnel, Travel, and Supplies, etc. If requesting supplies, provide a list of all consumable supplies requested.

Backfill Overtime	Contractors Consultants	Design Develop	Exercise Planning	Travel	Supplies	Total
\$0	\$0	\$0	\$0	\$0	\$0	\$0

EXERCISE LEVEL: (Table Top, Functional, Full Scale)

EXERCISE DESCRIPTION: Provide a description of this exercise event. Each allowable exercise expense category must be listed and a brief description provided of each item and how it will be utilized. Estimated costs must be listed: Personnel, Travel, and Supplies, etc. If requesting supplies, provide a list of all consumable supplies requested.

Backfill Overtime	Contractors Consultants	Design Develop	Exercise Planning	Travel	Supplies	Total
\$0	\$0	\$0	\$0	\$0	\$0	\$0

Backfill Overtime	Contractors Consultants	Design Develop	Exercise Planning	Travel	Supplies	Total
\$0	\$0	\$0	\$0	\$0	\$0	\$0

STATE OF ARIZONA
Department of Homeland Security

2012 STATE HOMELAND SECURITY GRANT PROGRAM PROJECT APPLICATION

Grant #: Applicant:
 Project Title:

PLANNING - BUDGET NARRATIVE & BUDGET DETAIL WORKSHEET

Each Planning activity must be explained in detail. Refer to the link below for additional guidance and detailed information on allowable planning expenses/activities. Personnel dollar amounts must list out fringe benefits and costs. Fringe benefits on overtime hours are limited to FICA, Workers' Compensation, and Unemployment Compensation. (Medicare is NOT a reimbursable cost for personnel Backfill/Overtime). All Equipment associated with Planning must be listed on the "Equipment Budget Narrative" page only. **The character limit for this section is 1,000.**

Management & Administration and Planning Information:
http://www.azdohs.gov/Documents/Grants/HSGP_MAandPlanning1210.pdf

Travel, Lodging and Per Diem rates based on the Arizona Accounting Manual, that can be found at the following website:
<http://www.gao.az.gov/publications/SAAM/SAAM-2d-022008.pdf>

Enter the 2011 - 2014 State Homeland Security Strategy Objectives (EXAMPLE : 1.1.0) and Action Item(s) Numbers (EXAMPLE:1.1.4) that relate to this project.

SHSS Objectives: 1.1.0, 1.3.0, 2.3.0, 6.1.0, 6.2.0
 SHSS Action items: 1.1.1, 1.1.5, 1.3.3, 1.3.6, 2.3.2, 2.3.3, 6.1.1, 6.2.2
 SCIP Strategic Initiatives: 5.8.1.1, 5.8.1.2, and 5.8.3.2

Provide a description of this planning activity. Each allowable planning expense category must be listed and a brief description provided of each item and how it will be utilized. Estimated costs must be listed: Personnel, Travel, and Materials, etc. If requesting materials, provide a list of all materials requested.

We are requesting \$40,000 for development and implementation of this project:
 Staff/Contractors/Consultants = \$35,000 Based on past usage of contractors with similar expertise, in an environment with intense competition for talent. These are conservative estimates for the type of work and scope of activities defined for this project.
 Travel/Per Diem/Conferences/Workshops = \$5,000 All facets of this project require open public forums where public safety stakeholders may

Backfill and Overtime	Staff, Contractors, Consultants	Conferences and Workshops	Travel / Per Diem	Materials	Total
\$0	\$35,000	\$0	\$5,000	\$0	\$40,000

Select Associated Staff, Contractor, or Consultant Costs:

Enter the 2011 - 2014 State Homeland Security Strategy Objectives (EXAMPLE : 1.1.0) and Action Item(s) Numbers (EXAMPLE:1.1.4) that relate to this project.

Provide a description of this planning activity. Each allowable planning expense category must be listed and a brief description provided of each item and how it will be utilized. Estimated costs must be listed: Personnel, Travel, and Materials, etc. If requesting materials, provide a list of all materials requested.

Backfill and Overtime	Staff, Contractors, Consultants	Conferences and Workshops	Travel / Per Diem	Materials	Total
\$0	\$0	\$0	\$0	\$0	\$0

Select Associated Staff, Contractor, or Consultant Costs:

Enter the 2011 - 2014 State Homeland Security Strategy Objectives (EXAMPLE : 1.1.0) and Action Item(s) Numbers (EXAMPLE:1.1.4) that relate to this project.

Provide a description of this planning activity. Each allowable planning expense category must be listed and a brief description provided of each item and how it will be utilized. Estimated costs must be listed: Personnel, Travel, and Materials, etc. If requesting materials, provide a list of all materials requested.

Backfill and Overtime	Staff, Contractors, Consultants	Conferences and Workshops	Travel / Per Diem	Materials	Total
\$0	\$0	\$0	\$0	\$0	\$0

Select Associated Staff, Contractor, or Consultant Costs:

Enter the 2011 - 2014 State Homeland Security Strategy Objectives (EXAMPLE : 1.1.0) and Action Item(s) Numbers (EXAMPLE:1.1.4) that relate to this project.

Provide a description of this planning activity. Each allowable planning expense category must be listed and a brief description provided of each item and how it will be utilized. Estimated costs must be listed: Personnel, Travel, and Materials, etc. If requesting materials, provide a list of all materials requested.

Backfill and Overtime	Staff, Contractors, Consultants	Conferences and Workshops	Travel / Per Diem	Materials	Total
\$0	\$0	\$0	\$0	\$0	\$0

Select Associated Staff, Contractor, or Consultant Costs:

PLANNING SUBTOTALS					Total
\$0	\$35,000	\$0	\$5,000	\$0	\$40,000

STATE OF ARIZONA
Department of Homeland Security

2012 STATE HOMELAND SECURITY GRANT PROGRAM PROJECT APPLICATION

Grant #:

Applicant:

Project Title:

ORGANIZATION - BUDGET NARRATIVE & BUDGET DETAIL WORKSHEET

Each Organization activity must be explained in detail. Personnel dollar amounts must list out fringe benefits and costs. Fringe benefits on overtime hours are limited to FICA, Workers' Compensation, and Unemployment Compensation. **(Medicare is NOT a reimbursable cost for personnel Backfill/Overtime)**. All Equipment associated with Organization must be listed on the "Equipment Budget Narrative" page only. ***The character limit for this section is 1,000.***

Travel, Lodging and Per Diem rates based on the Arizona Accounting Manual, that can be found at the following website:
<http://www.gao.az.gov/publications/SAAM/SAAM-2d-022008.pdf>

Enter the 2011 - 2014 State Homeland Security Strategy Objectives (EXAMPLE : 1.1.0) and Action Item(s) Numbers (EXAMPLE:1.1.4) that relate to this project.:

Provide a description of this Organization activity. Each allowable organization expense category must be listed and a brief description provided of each item and how it will be utilized.

Overtime for Information,
Investigative and Intelligence
Sharing Activities

Select Operational Expenses Associated
with Increased Security Measures at CI
Sites as Declared by Federal DHS.

New Staff Positions, Contractors, or
Consultants for Participation in
Information, Intelligence Analysis
and Sharing Groups or Fusion
Center Activities

Enter the 2011 - 2014 State Homeland Security Strategy Objectives (EXAMPLE : 1.1.0) and Action Item(s) Numbers (EXAMPLE:1.1.4) that relate to this project.:

Provide a description of this Organization activity. Each allowable organization expense category must be listed and a brief description provided of each item and how it will be utilized.

Overtime for Information,
Investigative and Intelligence
Sharing Activities

Select Operational Expenses Associated
with Increased Security Measures at CI
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New Staff Positions, Contractors, or
Consultants for Participation in
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and Sharing Groups or Fusion
Center Activities

Enter the 2011 - 2014 State Homeland Security Strategy Objectives (EXAMPLE : 1.1.0) and Action Item(s) Numbers (EXAMPLE:1.1.4) that relate to this project.:

Provide a description of this Organization activity. Each allowable organization expense category must be listed and a brief description provided of each item and how it will be utilized.

Overtime for Information,
Investigative and Intelligence
Sharing Activities

Select Operational Expenses Associated
with Increased Security Measures at CI
Sites as Declared by Federal DHS.

New Staff Positions, Contractors, or
Consultants for Participation in
Information, Intelligence Analysis
and Sharing Groups or Fusion
Center Activities

TOTAL ORGANIZATION COSTS

[]

STATE OF ARIZONA
Department of Homeland Security
2012 STATE HOMELAND SECURITY GRANT PROGRAM APPLICATION

Grant #: []

Applicant: [Gila County Health & Emergency Services]

Project Title: [NECP Compliance and Interoperable Communications Gap Closure]

APPLICATION - SUMMARY

FUNDING CATEGORIES

TOTAL

EQUIPMENT	\$0
TRAINING	\$0
EXERCISE	\$0
PLANNING	\$40,000
ORGANIZATION	\$0
M & A	\$0
APPLICATION TOTAL	\$40,000

Arizona Department of Homeland Security
1700 West Washington Street, Suite 210
Phoenix, AZ 85007

Project Summary

Local Unit of Government:	Gila County Health & Emergency Services
Award Amount:	\$40,000
Project Title:	NECP Compliance and Interoperable Communications Gap Closure
Project Description:	<p>Per Memorandum of Understanding from County Emergency Management, funds from this grant are to be retained and managed by the Arizona Strategic Enterprise Technology Office (ASET). The project will: Develop and implement plans to address NECP objectives, initiatives and milestones Develop interoperable communications best practices, processes, procedures, strategic and tactical plans. Facilitate workshops, meetings and outreach among stakeholders to create common understanding on operating norms and barriers to interoperable response level communications including regionalization projects. Build partnerships, trust and communication between stakeholders. Support events and exercises to implement improved processes. This project and funds will be managed in coordination with PSIC Office at ADOA-ASET via an MOU. The PSIC Office will coordinate with applicable stakeholders to implement and execute this project.</p>
Project Type:	Develop/enhance interoperable communication systems
Primary Target Capability:	Communications
HSGP Investment Supported:	Strengthen Communications Collaboration
HSGP Primary Goal:	Goal 1 - Enhance Arizona's Common Capabilities
HSGP Objective:	Bolster Arizona's Communication Capability in Interoperable Voice Communications / Radios
Phoenix UASI Investment Supported:	Strengthen Communications Collaboration
Phoenix UASI Primary Goal:	Choose a Phoenix UASI Goal
Phoenix UASI Objective:	Choose a Phoenix UASI Objective
Tucson UASI Investment Supported:	Strengthen Communications Collaboration
Tucson UASI Primary Goal:	Choose a Tucson UASI Goal
Tucson UASI Objective:	Choose a Tucson UASI Objective
Funding Source:	SHSGP - STATE HOMELAND SECURITY GRANT PROGRAM

2012 Budget Summary

Grant Number:
 Application Number:

Allowable Planning Costs	SHSGP	UASI	MMRS	CCP	LETPA	Choose Primary Discipline
Developing hazard/threat-specific annexes that incorporate the range of prevention, protection, response, and recovery activities	\$0	\$0	\$0	\$0	\$0	Click Discipline
Developing and implementing homeland security support programs and adopting ongoing DHS National Initiatives	\$0	\$0	\$0	\$0	\$0	Click Discipline
Developing related terrorism prevention activities	\$0	\$0	\$0	\$0	\$0	Click Discipline
Developing and enhancing plans and protocols	\$0	\$0	\$0	\$0	\$0	Click Discipline
Developing or conducting assessments	\$0	\$0	\$0	\$0	\$0	Click Discipline
Hiring of full- or part-time staff or contract/consultants to assist with planning activities (not for the purpose of hiring public safety personnel fulfilling traditional public safety duties)	\$35,000	\$0	\$0	\$0	\$0	Public Safety Communications
Conferences to facilitate planning activities	\$0	\$0	\$0	\$0	\$0	Click Discipline
Materials required to conduct planning activities	\$0	\$0	\$0	\$0	\$0	Click Discipline
Travel/per diem related to planning activities	\$5,000	\$0	\$0	\$0	\$0	Public Safety Communications
Overtime and backfill costs (IAW operational Cost Guidance)	\$0	\$0	\$0	\$0	\$0	Click Discipline
Planning Totals	\$40,000	\$0	\$0	\$0	\$0	\$40,000
Allowable Organizational Activities	SHSGP	UASI	MMRS	CCP	LETPA	Choose Primary Discipline
Overtime for information, investigative, and intelligence sharing activities (up to 50 percent of the allocation)	\$0	\$0	N/A	N/A	\$0	Click Discipline
Reimbursement for select operational expenses associated with increased security measures at critical infrastructure sites incurred during periods of DHS declared alert (up to 50 percent of the allocation)	\$0	\$0	N/A	N/A	\$0	Click Discipline
Hiring of new staff positions/contractors/consultants for participation in information/intelligence analysis and sharing groups or fusion center activities (up to 50 percent of the allocation)	\$0	\$0	N/A	N/A	\$0	Click Discipline
Organizational Totals	\$0	\$0	\$0	\$0	\$0	\$0
Allowable Equipment Categories	SHSGP	UASI	MMRS	CCP	LETPA	Choose Primary Discipline
Personal Protective Equipment	\$0	\$0	\$0	\$0	\$0	Click Discipline
Explosive Device Mitigation and Remediation Equipment	\$0	\$0	N/A	N/A	\$0	Click Discipline
CBRNE Operational Search and Rescue Equipment	\$0	\$0	\$0	\$0	\$0	Click Discipline
Information Technology	\$0	\$0	\$0	\$0	\$0	Click Discipline
Cyber Security Enhancement Equipment	\$0	\$0	\$0	\$0	\$0	Click Discipline
Interoperable Communications Equipment	\$0	\$0	\$0	\$0	\$0	Click Discipline
Detection	\$0	\$0	\$0	N/A	\$0	Click Discipline
Decontamination	\$0	\$0	\$0	N/A	N/A	Click Discipline
Medical	\$0	\$0	\$0	\$0	N/A	Click Discipline
Power	\$0	\$0	\$0	\$0	\$0	Click Discipline
CBRNE Reference Materials	\$0	\$0	\$0	N/A	\$0	Click Discipline
CBRNE Incident Response Vehicles	\$0	\$0	\$0	N/A	\$0	Click Discipline
Terrorism Incident Prevention Equipment	\$0	\$0	N/A	N/A	\$0	Click Discipline
Physical Security Enhancement Equipment	\$0	\$0	N/A	N/A	\$0	Click Discipline
Inspection and Screening Systems	\$0	\$0	\$0	N/A	\$0	Click Discipline
Agriculture Terrorism Prevention, Response, and Mitigation Equipment	\$0	\$0	\$0	N/A	N/A	Click Discipline
CBRNE Prevention and Response Watercraft	\$0	\$0	N/A	N/A	\$0	Click Discipline
CBRNE Aviation Equipment	\$0	\$0	\$0	N/A	\$0	Click Discipline
CBRNE Logistical Support Equipment	\$0	\$0	\$0	\$0	\$0	Click Discipline
Intervention Equipment	\$0	\$0	N/A	N/A	\$0	Click Discipline
Other Authorized Equipment	\$0	\$0	\$0	\$0	\$0	Click Discipline
Equipment Totals	\$0	\$0	\$0	\$0	\$0	\$0
Allowable Training Costs	SHSGP	UASI	MMRS	CCP	LETPA	Choose Primary Discipline
Overtime and backfill for emergency preparedness	\$0	\$0	\$0	\$0	\$0	Click Discipline
Training workshops and conferences	\$0	\$0	\$0	\$0	\$0	Click Discipline
Full- or part-time staff or contractors/consultants	\$0	\$0	\$0	\$0	\$0	Click Discipline
Travel	\$0	\$0	\$0	\$0	\$0	Click Discipline
Supplies	\$0	\$0	\$0	\$0	\$0	Click Discipline
Training Totals	\$0	\$0	\$0	\$0	\$0	\$0
Allowable Exercise Related Costs	SHSGP	UASI	MMRS	CCP	LETPA	Choose Primary Discipline
Design, Develop, Conduct and Evaluate an Exercise	\$0	\$0	\$0	\$0	\$0	Click Discipline
Exercise planning workshop	\$0	\$0	\$0	\$0	\$0	Click Discipline
Full- or part-time staff or contractors/consultants	\$0	\$0	\$0	\$0	\$0	Click Discipline
Overtime and backfill costs, including expenses for part-time and volunteer emergency response personnel participating in FEMA exercises	\$0	\$0	\$0	\$0	\$0	Click Discipline
Implementation of HSEEP	\$0	\$0	\$0	\$0	\$0	Click Discipline
Travel	\$0	\$0	\$0	\$0	\$0	Click Discipline
Supplies	\$0	\$0	\$0	\$0	\$0	Click Discipline
Exercise Totals	\$0	\$0	\$0	\$0	\$0	\$0
Allowable Management & Administrative Costs	SHSGP	UASI	MMRS	CCP	LETPA	Choose Primary Discipline
Hiring of full- or part-time staff or contractors/consultants to assist with the management of the respective grant program, application requirements, compliance with reporting and data collection requirements	\$0	\$0	\$0	\$0	\$0	Click Discipline
Development of operating plans for information collection and processing necessary to respond to FEMA data calls	\$0	\$0	\$0	\$0	\$0	Click Discipline
Overtime and backfill costs	\$0	\$0	\$0	\$0	\$0	Click Discipline
Travel	\$0	\$0	\$0	\$0	\$0	Click Discipline
Meeting related expenses	\$0	\$0	\$0	\$0	\$0	Click Discipline
Authorized office equipment	\$0	\$0	\$0	\$0	\$0	Click Discipline
Recurring expenses such as those associated with cell phones and faxes during the period of performance of the grant program	\$0	\$0	\$0	\$0	\$0	Click Discipline
Leasing or renting of space for newly hired personnel during the period of performance of the grant program	\$0	\$0	\$0	\$0	\$0	Click Discipline
Management & Administrative Totals	\$0	\$0	\$0	\$0	\$0	\$0
Grand Totals	\$40,000	\$0	\$0	\$0	\$0	\$40,000

Arizona Department of Homeland Security
Financial Systems Survey

Name of Organization: Gila County Health & Emergency Services

Person completing survey: Debra L. Williams

Date: 3/2/2012

Email: dwilliams@co.gila.az.us

PLEASE ANSWER EVERY QUESTION BY CHECKING THE APPROPRIATE BOX. ATTACH MATERIALS AND DOCUMENT Comments AS REQUIRED.

As stewards of federal and state funds, the Arizona Department of Homeland Security (AZDOHS) prefers to award funds to organizations (regardless of how small or large) that are both capable of achieving project goals/objectives and upholding their responsibility for properly managing funds as they achieve those objectives.

This survey will be used primarily for initial monitoring of the organization. This survey may also be used in evaluating the financial capability of the organization in the award process. Deficiencies should be addressed for corrective action and the organization should consider procuring technical assistance in correcting identified problems.

A. GENERAL INFORMATION

1. Has your organization received a Federal or State Grant within the last two years?

Yes No

2. Has your organization received funding from the Arizona Department of Homeland Security within the past two years? If yes, specify the grant contract numbers (for OSGP awards prior to FFY08 simply state "Stonegarden" in the blank provided): SHSGP 444403-03

Yes No

3. Has your organization been audited by an independent Certified Public Accountant within the past two years?

Yes No

4. Has your organization completed an A-133 Single Audit within the past two years?

Yes No

5. Has your organization been granted tax-exempt status by the Internal Revenue Service?

Yes No

6. If you answered YES to question #5 under what section of the IRS code?

501 C (3) 501 C (4) 501 C (5) 501 C (6) Other

7. Does your organization have established policies related to salary scales, fringe benefits, travel reimbursement and personnel policies?

Yes No

B. FUNDS MANAGEMENT

8. Which of the following describes your organization's accounting system?

Manual Automated Combination

9. How frequently do you post to the General Ledger?

Daily Weekly Monthly Other

10. Does the accounting system completely and accurately track the receipt and disbursements of funds by each

Yes No

11. Does the accounting system provide for the recording of actual costs compared to budgeted costs for each budget line item?

Yes No

12. Are time and effort distribution reports maintained for employees working fully or partially on state or federal grant programs which account for 100% of each employee's time?

Yes No

13. Is your organization familiar with Federal Cost Principles (i.e. OMB Circular A-87, A-122 or A-21)?

Yes No

C. INTERNAL CONTROLS

14. Are duties of the bookkeeper/accountant segregated from the duties of cash receipt or cash disbursement?

Yes No

15. Are checks signed by individuals whose duties exclude recording cash received, approving vouchers for payment and the preparation of payroll?

Yes No

16. Are all accounting entries and payments supported by source documentation?

Yes No

17. Are cash or in-kind matching funds supported by source documentation?

Yes No

18. Are employee time sheets supported by appropriately approved/signed documents?

Yes No

19. Does the organization maintain policies which include procedures for assuring compliance with applicable Code of Federal Regulations and terms of each grant award?

Yes No

D. PROCUREMENT

20. Does the organization maintain written codes of conduct for employees involved in awarding or administering procurement contracts?

Yes No

21. Does the organization conduct purchases in a manner that encourages open and free competition among vendors?

Yes No

22. Does the organization complete some level of cost or price analysis for every purchase?

Yes No

23. Does the organization maintain files and other source documentation sufficient to detail the history of each purchase?

Yes No

24. Does the organization maintain a system of contract administration to ensure contractor conformance with the terms and conditions of each contract?

Yes No

25. Does the organization maintain written procurement policies and procedures?

Yes No

Arizona Department of Homeland Security

Standard Data Collection Form

A. Agency Information

Project Title (if applicable): **NECP Compliance and Interoperable Communications Gap Closure**

Agency: **Gila County Health & Emergency Services**

Amount Requested: **\$40,000**

Project Description: **Per Memorandum of Understanding from County Emergency Management, funds from this grant are to be retained and managed by the Arizona Strategic Enterprise Technology Office (ASET). The project will: Develop and implement plans to address NECP objectives, initiatives and milestones. Develop interoperable communications best practices, processes, procedures, strategic and tactical plans. Facilitate workshops, meetings and outreach among stakeholders to create common understanding on operating norms and barriers to interoperable response level communications including regionalization projects.**

Address: **5515 S. Apache Ave., Suite 400**
(Address Line 1)

Globe **AZ** **85501**
(Address Line 2) (City) (State) (Zip code)

County: **Gila**

Authorized Individual:
Name: **Tommie** **Martin**
(First Name) (Last Name)

Position / Title: **Mrs.**

Email: **tmartin@co.gila.az.us**

Phone: **928-425-3231** Ext. **7100**

Fax:

Employer Identification Number: **866000444**

Agency Classification (This is based on your selection on the Project Administrative Page): **County**

Have you previously conducted business with the State using this Employer Identification Number? **Yes**

If No, Please go to the following website to download and complete the State of Arizona Substitute W-9 form. Please be sure to submit this form with y application.
<http://www.ica.state.az.us/forms/selfInsured/AZ-SubstituteW9.pdf>

In which Congressional (Federal) District is your agency headquartered? Enter District #: **1, 4**
<http://www.azredistricting.org> (click on Final Maps)

In which Legislative (State) District is your agency headquartered? Enter District #: **6, 7, 8**
<http://www.azredistricting.org> (click on Final Maps)

Approximately how much FEDERAL funding will your organization expend in your current fiscal year? **\$25,000,000**

What is your organization's fiscal year-end date? MM **06** DD **30**

Does your organization undergo an annual independent audit in accordance with OMB Circular A-133? **Yes**

Please provide contact information of the audit firm conducting your audit:

Agency: **CliftonLarsonAllen LLP**

Address: **1201 S. Alma School Rd.**
(Address Line 1)

Mesa **AZ** **85210**
(Address Line 2) (City) (State) (Zip code)

Phone Number: **480-615-2350**

Fax: **480-615-2350**

Arizona Department of Homeland Security

Standard Data Collection Form

B. Contact Information (Please copy this portion as many times as needed.)

Program Agency - Indicates person with primary contact with the Arizona Department of Homeland Security and is directly responsible for ensuring the program plan is implemented. All future program correspondence will be sent to this person.

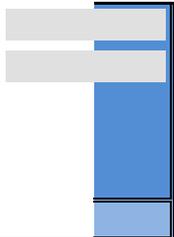
Fiscal Agency - Indicates person responsible for financial matters pertaining to this grant.

Collaborator - Indicates all persons/agencies that have been identified as a collaborator, partner, or host site as a requirement of this grant.

Agency Contact Type :	<input type="text" value="Program Agency"/>
Agency:	<input type="text" value="Gila County Health & Emergency Services"/>
Address:	<input type="text" value="Department of Emergency Management"/>
	(Address Line 1)
	<input type="text" value="5515 S. Apache Ave., Suite 400"/>
	<input type="text" value="Globe"/>
	<input type="text" value="AZ"/>
	<input type="text" value="85501"/>
	(Address Line 2) (City) (State) (Zip code)
County:	<input type="text" value="Gila"/>
Contact Person:	<input type="text" value="Debra"/>
	<input type="text" value="Williams"/>
	(First Name) (Last Name)
Position/Title:	<input type="text" value="Deputy Director"/>
Email:	<input type="text" value="dwilliams@co.gila.az.us"/>
Phone Number:	<input type="text" value="928-402-8763"/>
	Ext. <input type="text"/>
Fax:	<input type="text" value="928-425-7714"/>

Agency Contact Type :	<input type="text" value="Select Contact Type"/>
Agency:	<input type="text"/>
Address:	<input type="text"/>
	(Address Line 1)
	<input type="text"/>
	<input type="text"/>
	<input type="text"/>
	(Address Line 2) (City) (State) (Zip code)
County:	<input type="text" value="Select County"/>
Contact Person:	<input type="text"/>
	<input type="text"/>
	(First Name) (Last Name)
Position/Title:	<input type="text"/>
Email:	<input type="text"/>
Phone Number:	<input type="text"/>
	Ext. <input type="text"/>
Fax:	<input type="text"/>

Agency Contact Type :	<input type="text" value="Select Contact Type"/>
Agency:	<input type="text"/>
Address:	<input type="text"/>
	(Address Line 1)
	<input type="text"/>
	<input type="text"/>
	<input type="text"/>
	(Address Line 2) (City) (State) (Zip code)
County:	<input type="text" value="Select County"/>
Contact Person:	<input type="text"/>
	<input type="text"/>
	(First Name) (Last Name)
Position/Title:	<input type="text"/>
Email:	<input type="text"/>
Phone Number:	<input type="text"/>
	Ext. <input type="text"/>
Fax:	<input type="text"/>



ocations Gap Closure



our

85210



85501

Grant Number:

Arizona Department of Homeland Security

FFATA (Federal Funding Accountability and Transparency Act) Reporting Requirements

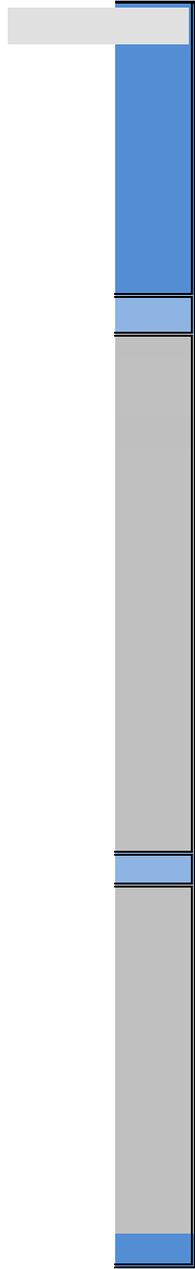
This section must be completed for any application greater than or equal to \$25,000

Name of Entity Receiving Award:	<input type="text" value="Gila County Health & Emergency Services"/>		
Requested Amount:	<input type="text" value="\$40,000"/>	Awarded Amount:	<input type="text"/> (AZDOHS use only)
Funding Agency:	<input type="text" value="State of Arizona Department of Homeland Security"/>		
CFDA Number:	<input type="text" value="97.067"/>		
Project Title:	<input type="text" value="NECP Compliance and Interoperable Communications Gap Closure"/>		
Location:	City: <input type="text" value="Globe"/>	State: <input type="text" value="AZ"/>	Congressional District: <input type="text" value="1,4"/> http://www.azredistricting.org
DUNS Number:	<input type="text" value="183011634"/>		
1) Is 80% or more of your annual gross revenues from Federal Awards?	<input type="text" value="No"/>		
2) Do you receive \$25 Million or more annually from Federal Awards?	<input type="text" value="Yes"/>		

If you answered YES to BOTH questions, you MUST provide the following:

Names and Total Compensation of Top Five paid executives:

1:	Name <input type="text"/>	Total Compensation <input type="text"/>
2:	Name <input type="text"/>	Total Compensation <input type="text"/>
3:	Name <input type="text"/>	Total Compensation <input type="text"/>
4:	Name <input type="text"/>	Total Compensation <input type="text"/>
5:	Name <input type="text"/>	Total Compensation <input type="text"/>



STATE OF ARIZONA
Department of Homeland Security
2012 STATE HOMELAND SECURITY GRANT PROGRAM PROJECT APPLICATION

Points of Contact

Address Your State Homeland Security Grant Program Management Questions to the Individuals Listed Below

AZDOHS

Assistant Director of Planning and Preparedness

Lisa Hansen
(602) 542-7014
Lhansen@azdohs.gov

Assistant Director of Finance and Administration

Terry Riordan
(602) 542-7056
Triordan@azdohs.gov

Assistant Director of Community Preparedness

Cheryl Bowen
(602) 542-7077
Cbowen@azdohs.gov

Equipment Specialist

Michael Stidham
(602) 542-7041
Mstidham@azdohs.gov

NIMCAST COMPLIANCE (ADEM)

Mariano Gonzalez
Mariano.gonzalez@azdema.gov

REGIONAL STRATEGIC PLANNERS AND FINANCE SPECIALISTS

Central & North Regions,

Phoenix & Tucson UASI

Susan Dzbanko
Senior Strategic Planner
Office: (602) 542-1777
Cell: (602) 319-8837
Sdzbanko@azdohs.gov

Lois George
Grant & Finance Specialist
(602) 542-7047
Lgeorge@azdohs.gov

East & West Regions,

State Agencies

John Coughlin
Strategic Planner
Office: (602) 542-7012
Cell: (602) 568-2973
Jcoughlin@azdohs.gov

Kevin Guimond
Budget Manager
(602) 542-1716
Kguimond@azdohs.gov

South Region,

Operation Stonegarden

William Seltzer
Strategic Planner
Office: (602) 542-7044
Cell: (602) 568-5806
Wseltzer@azdohs.gov

Christina Ambroult
Project Specialist
(602) 542-7036
Cambroult@azdohs.gov

ADEM (Training & Exercise)

Homeland Security Training
Coordinator

Kathy Walker
Office: (602) 464-6264
katherine.walker@azdema.gov

Exercise Coordinator

Jan Lindner
Office: (602) 464-6218
jan.lindner@azdema.gov

Exercise Coordinator

Nichole Fortson
Office: (602) 464-6514
Nichole.fortson@azdema.gov



GILA COUNTY ATTORNEY
Daisy Flores

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

To whom it may concern:

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

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

A.R.S. § 11-952(D) requires that

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

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

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

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

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

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

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

Regular BOS Meeting

Meeting Date: 11/13/2012

Submitted For: Michael O'Driscoll, Health & Emergency Services Division Director **Submitted By:** Debra Williams, Deputy Director of Emergency Services, Health & Emergency Services Division

Department: Health & Emergency Services Division **Division:** Emergency Services

Information

Request/Subject

Memorandum of Understanding (MOU) for Arizona Department of Homeland Security Grant Agreement No. 999302-02 Tactical Interoperable Communications Scorecard (TICP) Development Workshop.

Background Information

The Department of Emergency Management, Division of Health and Emergency Services, submitted a grant application to the Arizona Department of Homeland Security (AZDOHS) on behalf of counties that make up the Arizona East Homeland Security Region (East Region): Gila, Graham, Greenlee and Pinal counties.

Grant Applications for the FFY2012 grant cycle, such as this grant, were not presented to the Board of Supervisors because each application was written with the understanding that the projects are regional in nature and Gila County would not be managing any funding awarded for the projects. Gila County has submitted grant applications on behalf of the East Region for several years.

Evaluation

Grant applications that take a regional approach are encouraged for the purpose of using federal grant funds efficiently to strengthen our ability to work together at all levels to address common threat and vulnerability issues and encourage the development and sharing of resources across town, city, county, and Tribal lines.

This grant award provides funding of \$15,000 for a Tactical Interoperable Communications Scorecard (TICP) Development Workshop to support communications planning for the East Region.

Conclusion

To facilitate regional implementation, we are requesting to provide a Memorandum of Understanding to authorize the Arizona Strategic Enterprise Office of the Arizona Department of Administration, in coordination with AZDOHS, to manage the scope of the grant award.

This workshop is part of a technical assistance program provided by the U.S. Department of Homeland Security to assist state and local governments to forwarding the national goal of interoperability.

Recommendation

The Director of Health and Emergency Services recommends the Board of Supervisors' authorization for the Chairman to sign a Memorandum of Understanding for Arizona Department of Homeland Security Grant Agreement No. 999302-02 TICP Development Workshop award in the amount of \$15,000.

Suggested Motion

Authorization of the Chairman's signature on a Memorandum of Understanding with the Arizona Department of Homeland Security (AZDOHS) stating that the \$15,000 awarded as AZDOHS Grant Agreement No. 999302-02 (Project Title: TICP Development Workshop) be retained and managed by the Arizona Strategic Enterprise Technology Office in coordination with AZDOHS for the grant performance period of October 1, 2012, through September 30, 2013.

Attachments

MOU

Award Letter for Grant No. 999302-02

Submission Confirmation

Grant Application for TICP Development Workshop

Legal Explanation

TOMMIE MARTIN, District I
P.O. Box 2297, Payson AZ 85547

MICHAEL A. PASTOR, District II
1400 East Ash Street, Globe AZ 85501

SHIRLEY L. DAWSON, District III
1400 East Ash Street, Globe AZ 85501



DON E. McDANIEL Jr.
County Manager

MICHAEL O'DRISCOLL
Director

DEBRA L. WILLIAMS
Deputy Director of Emergency Management

**Gila County Division of Health & Emergency Services
Department of Emergency Management**

5515 S. Apache Avenue, Suite 400, Globe Arizona 85501
Voice: 928-402-8764 Fax: 928-425-7714

Memorandum of Understanding

October 29, 2012

Director Gilbert M. Orrantia
Arizona Department of Homeland Security
1700 W. Washington St., Suite 210
Phoenix, AZ 85507

Dear Director Orrantia:

On behalf of the Gila County Division of Health & Emergency Services, I would like to formally notify you that it is the intent of Gila County that \$15,000.00 from FFY 2012 SHSGP grant # 999302-02 be retained and managed by the Arizona Strategic Enterprise Technology Office (ADOA-ASET) in coordination with Arizona Department of Homeland Security.

This letter shall serve as a formal Memorandum of Understanding for the purposes of managing local funds for TICP Development Workshop.

GILA COUNTY

TOMMIE C. MARTIN, Chairman
Board of Supervisors

Date

ATTEST:

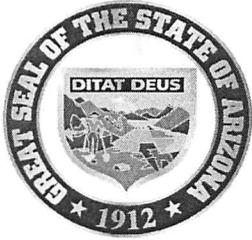
Marian Sheppard, Chief Deputy Clerk
Board of Supervisors

Date

Approved as to form:

Bryan Chambers
Chief Deputy County Attorney

Date



State of Arizona Department of Homeland Security



Governor Janice K. Brewer

Director Gilbert M. Orrantia

September 21, 2012

Mrs. Tommie Martin
Gila County Health & Emergency Services
5515 S. Apache Ave., Suite 400
Globe, AZ 85501

Subject: FFY 2012 Homeland Security Grant Program Award
Grant Agreement Number: **999302-02**
Project Title: **TICP Development Workshop**

Dear Mrs. Martin:

The application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been awarded. The project titled **TICP Development Workshop** has been funded under the STATE HOMELAND SECURITY GRANT PROGRAM for **\$15,000.00**. The grant performance period is **October 1, 2012 through September 30, 2013**. This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance).

Per your application the Gila County Health & Emergency Services intends to furnish a memorandum of understanding (MOU) to the AZDOHS which will authorize the Arizona Strategic Enterprise Technology Office (ADOA-ASET) in coordination with AZDOHS to manage and implement the scope of grant agreement number 999302-02. Please place the attached MOU on agency letterhead, sign and return to AZDOHS:

Arizona Department of Homeland Security
1700 W. Washington St, Suite 210
Phoenix, AZ 85007

Congratulations on your Homeland Security Grant Program award.

Sincerely,

A handwritten signature in black ink, appearing to read "Gilbert M. Orrantia".

Gilbert M. Orrantia
Director

Encl: MOU for 999302-02

Memorandum of Understanding

Director Gilbert M. Orrantia
Arizona Department of Homeland Security
1700 W. Washington St., Suite 210
Phoenix, AZ 85007

Dear Director Orrantia:

On behalf of the Gila County Health & Emergency Services, I would like to formally notify you that it is the intent of the Gila County Health & Emergency Services that \$15,000.00 from FFY 2012 SHSGP grant #999302-02 be retained and managed by the Arizona Strategic Enterprise Technology Office (ADOA-ASET) in coordination with the Arizona Department of Homeland Security.

This letter from the Gila County Health & Emergency Services shall serve as a formal memorandum of understanding for the purposes of managing local funds for a TICP Development Workshop.

Sincerely,

Enter Title & Name Above

Authorized Signature Above

Enter Date Above



Search

Grants

Application Submission Confirmation

- Community Preparedness
- Councils & Committees
- Public Affairs Office
- Resources & Links
- Questions About...

Thank you for your submittal. The application is currently being reviewed by AZDOHS.
 Your application confirmation code is: **AZDOHS-11723E2024**



GOVERNOR
JAN BREWER



U.S. DEPT. OF
HOMELAND SECURITY



READY.GOV



RECOVERY.GOV



EMERGENCY
MANAGEMENT



STATE OF ARIZONA
Department of Homeland Security

2012 STATE HOMELAND SECURITY GRANT PROGRAM APPLICATION

PLEASE FILL OUT THE SUBGRANTEE AND PROJECT TITLE BLANKS ONLY

Grant #:

Applicant:

Project Title:

The following document(s) have been completed and submitted with the application.

Check if Completed

Grant Workbook

- Project Administrative Page (Questions 1-10)
- Project Narrative (Questions 11-13)
- Project Justification (Questions 14 & 15)
- Target Capabilities (TCA, Questions 16 & 17)
- Milestones (Question 18)

Please be sure to only complete the following worksheets that pertain to your project.

- Equipment Budget Detail Worksheet
- Equipment Budget Narrative
- Training Budget Narrative & Detail Worksheet
- Exercise Budget Narrative & Detail Worksheet
- Planning Budget Narrative & Detail Worksheet
- M&A Budget Narrative & Detail Worksheet
- Organization Budget Narrative & Detail Worksheet
- Memorandum of Understanding (if applicable)

Please check the following boxes if

- Your agency is NIMSCAST Compliant

For more information on NIMSCAST:

<http://www.fema.gov/nimscast/index.jsp>

- Your agency is registered with and participating in E-Verification Program

For more information on E-Verify

http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm

The following tabs MUST be completed

- Standard Data Collection Form
- Financial System Survey
- Budget Summary
- Project Summary
- FFATA Summary

The due date for this application is **March 2, 2012 at 5:00PM**. No late applications will be accepted. No incomplete applications will be accepted. There will be no opportunity for clarifications once the application has been submitted. To submit an application please click on the link below:

<http://www.azdohs.gov/application2012.asp>

Central and North Regions, Phoenix and Tucson UASI		East and West Regions, State Agencies		South Region, Operation Stonegarden
Susan Dzbanko (602) 542-1777 sdzbanko@azdohs.gov		John Coughlin (602) 542-7012 jcoughlin@azdohs.gov		William Seltzer (602) 542-7044 wseltzer@azdohs.gov

Grant Timeline

March 2, 2012 no later than 5:00 PM (Arizona Time) - Application due to AZDOHS

March 5 - March 9, 2012 AZDOHS reviews grant applications

March 12 - March 30, 2012 Applicable applications will be reviewed by Working Groups as necessary. Regional Advisory Councils will provide recommendations to the Director of AZDOHS

TBD - AZDOHS Applications due to Federal DHS

On or before September 2012 - Awards will be made to local jurisdictions and state agencies

Grant Period - Start date will be determined by the date on the official award notice to Arizona from U.S. DHS. The local jurisdictions grant award period will not exceed 12 months

STATE OF ARIZONA
Department of Homeland Security
2012 STATE HOMELAND SECURITY GRANT PROGRAM APPLICATION

FOR THIS SECTION BE SURE TO CHOOSE A PROGRAM

Grant #: **Applicant:**

Project Title:

Grant Program:

PROJECT ADMINISTRATIVE PAGE

<p>1. Applicant <input type="text" value="Gila County Health & Emergency Services"/></p> <p>Applicant Address:</p> <p>Mailing Address: <input type="text" value="5515 S. Apache Ave., Suite 400"/></p> <p>City/State/Zip: <input type="text" value="Globe"/> <input type="text" value="AZ"/> <input type="text" value="85501"/></p> <p>City: _____ State: _____ Zip Code: _____</p> <p>Head of Agency</p> <p>Title: <input type="text" value="Mrs."/> First Name: <input type="text" value="Tommie"/> Last Name: <input type="text" value="Martin"/></p> <p>Phone #: <input type="text" value="928-425-3231"/></p> <p>E-Mail Address: <input type="text" value="tmartin@co.gila.az.us"/></p> <p>Agency's Point of Contact Information</p> <p>Title: <input type="text" value="Ms."/> First Name: <input type="text" value="Debra"/> Last Name: <input type="text" value="Williams"/></p> <p>Phone #: <input type="text" value="928-402-8763"/></p> <p>Cell Phone #: <input type="text" value="928-701-1811"/></p> <p>E-Mail Address: <input type="text" value="dwilliams@co.gila.az.us"/></p>	<p>2. Organization Type</p> <p><input type="text" value="County"/></p> <p>3. Region or Entity: <input type="text" value="East Region"/></p> <p style="text-align: center;">Program Initiatives</p> <p>4a. SHSGP, MMRS, CCP: <input type="text" value="Strengthen Interoperable Communications Capabilities"/></p> <p>4b. Phoenix UASI: <input type="text" value="Choose Initiative"/></p> <p>4c. Tucson UASI: <input type="text" value="Choose Initiative"/></p> <p>4d. Is this LETPA?: <input type="text" value="No"/></p> <p>5. Total Dollar Amount Requested: \$15,000</p>
---	---

6. Enter the 2011 - 2014 State Homeland Security Strategy Objectives (EXAMPLE : 1.1.0) and Action Item(s) Numbers (EXAMPLE:1.1.4) that relate to this project. To learn more about the strategy visit this website:

<http://www.azdohs.gov/Grants/SHSS.asp>

1.1.0, 1.1.1, 1.1.5, 1.3.0, 1.3.3, 1.3.6, 2.3.0, 2.3.2, 2.3.3, 6.1.0, 6.1.1, 6.2.0, 6.2.2

7. Identify the primary National Priority that is supported by this project from the drop down box below.

8. Is this project new or ongoing? If the project is ongoing, identify the corresponding projects and funding amounts for each year as applicable. Also, for the current grant cycle, please identify, if any, requests for funding from other funding sources i.e. EOC, EMPG etc..

New. However this project builds on the success of 555606-02 in populating CASM data and evaluating NECP Goal Two response level communications. This project will use the CASM data already collected as the basis for developing the TICP. The lack of a TICP was identified as a gap during our NECP Goal Two assessment

9. Can partial funding be accepted for this project? If so, at what specific dollar amount(s), items, and quantities? Be sure to list the order of priority.

No.

10. Please list the multiple jurisdictions and/or disciplines served by this project. Include POC information for each partnering agency.

All public safety agencies in the County will provide collaborative input and participate in the development of the Tactical Interoperable Communications Plan. Upon delivery, the TICP will support and be available to all agencies. The project will be managed by PSIC who will coordinate with stakeholders. Lisa Meyerson 602-284-3186 lmeyerson@azpsic.gov.

APPROVAL PROCESS

The signatures below verify the approval process. All parties signify that all aspects of this project are allowable, reasonable and justifiable in accordance with published federal grant guidelines.

Project Point of Contact or Agency's Authorized Individual	<input type="text" value="Lisa Meyerson"/>	
	<small>Typed Name</small>	<small>Signature</small>
AZDOHS Strategic Planner or Assistant Director Planning & Preparedness	<input type="text"/>	<input type="text"/>

STATE OF ARIZONA
Department of Homeland Security

2012 STATE HOMELAND SECURITY GRANT PROGRAM APPLICATION

Grant #:

Applicant:

Gila County Health & Emergency Services

Project Title:

TICP Development Workshop

PROJECT NARRATIVE

11. Provide a summary description (scope of work) for this project as well as a description of the need. Be sure to include how this project will support and enhance jurisdictional capabilities that are directly related to the Initiative identified on the previous tab under item 4. The character limit for this section is 1,000. Do not use any special characters such as a hyphen or apostrophe.

Our county lacks a Tactical Interoperable Communications Plan (TICP) that clearly document the interoperable communications governance structures, technology assets, and usage policies, and procedures within the county. This project will fill this gap by allowing participants to discuss and document the area's existing governance structures, technology assets, and policies/procedures related to interoperable communications during events ranging from day-to-day operations through large-scale critical incidents. The grant is sought to address the development of a Countywide TICP through a series of facilitated workshops and data collection efforts. The project will be managed with PSIC Office at ADOA-ASET through an MOU.

12. What is the sustainability plan for this project/equipment?

The project is for planning and consulting activities and will not need to be sustained beyond the grant period of performance.

13. Provide a summary of the current state of this project, its objectives and any outcomes to be completed prior to this funding. The character limit for this section is 1,000. Do not use any special characters such as a hyphen or apostrophe.

The National Emergency Communications Plan assessment process, including the county's After Action Report, highlighted the need for a TICP for improvement in providing response level emergency communications during multi-agency multi-jurisdictional events. This project will address that gap identified during those assessments.

STATE OF ARIZONA
Department of Homeland Security

2012 STATE HOMELAND SECURITY GRANT PROGRAM APPLICATION

Grant #:

Applicant:

Gila County Health & Emergency Services

Project Title:

TICP Development Workshop

PROJECT JUSTIFICATION

14a. Explain how this project supports the State Homeland Security Strategy.

To learn more about the State Homeland Security Strategy, refer to the following website:

<http://www.azdohs.gov/Grants/SHSS.asp>

The NECP sets forth 3 goals for improved interoperability, operability, and continuity of communications. NECP Goal One Assessments were conducted for Phoenix and Tucson UASIs in 2010. NECP Goal Two Assessments were conducted for All Non-UASI jurisdictions in 2011. The assessments for our county identified the need for development of a Tactical Interoperable Communications Plan to improve response level emergency communications during multi-agency multi-jurisdictional events. This project will address that interoperable communications gap in our county as identified during the NECP assessment process.

~~This project directly links to the following State Homeland Security Strategy Objectives and Action items and SCIP Initiatives:~~

14b. Include how this project fits into one (or more) of the State Initiatives. Please refer to the "PROJECT ADMIN TAB" under Item 4. Provide any additional justification that supports this project. The character limit for this section is 1,000. Do not use any special characters such as a hyphen or apostrophe.

This project will support the State initiative to Strengthen Interoperable Communications Capabilities by addressing interoperable communications gaps that have been identified during the National Emergency Communications Plan (NECP) assessment process, and within the Target Capabilities Assessment (TCA) for this county. This project will support the development of a Tactical Interoperable Communications Plan (TICP) that clearly documents the interoperable communications governance structures, technology assets, and usage policies, and procedures within the county which will improve response level emergency communications during multi-agency multi-jurisdictional events.

15. Describe in detail the goals and objectives of the proposed project. Be sure to address what your organization's current capabilities are, and how the current capabilities of your organization will be impacted or enhanced as a result of this grant. The character limit for this section is 1,000. Do not use any special characters such as a hyphen or apostrophe.

The primary goal of this project is to address interoperable communications gaps in our county that have been identified during the National Emergency Communications Plan (NECP) assessment process, and within the Target Capabilities Assessment (TCA) for this county.

The project will address three main objectives:

1. Development of a Tactical Interoperable Communications Plan to improve response level emergency communications during multi-agency multi-jurisdictional events.
2. Close a gap identified in the TCA Communications section and during the NECP assessment process, including evaluation information from the county After Action Report.
3. Increase regional alignment and compliance with the NECP and Statewide Communications Interoperability Plan (SCIP).

STATE OF ARIZONA
Department of Homeland Security

2012 STATE HOMELAND SECURITY GRANT PROGRAM APPLICATION

Grant #:

Applicant:

Gila County Health & Emergency Services

Project Title:

TICP Development Workshop

TARGET CAPABILITIES ASSESSMENT

16. From the 37 Target Capabilities please identify, from the drop down menu, no more than three Target Capabilities supported by this project in priority order. Then enter the proposed amount of funding to be obligated for each Target Capability from this project. To access the Target Capabilities List click on the link below.

<http://www.fema.gov/pdf/government/training/tcl.pdf>

Communications

Enter Amount:

\$15,000

Choose Target Capabilities

Enter Amount:

\$0

Choose Target Capabilities

Enter Amount:

\$0

This amount should equal the total amount being requested for this project.

\$15,000

17. How will the achieved goals and objectives of this project buy down the risk to your jurisdiction and region?

The implementation of this project supports the communications target capabilities by addressing interoperable communications gaps in the county that have been identified during the National Emergency Communications Plan (NECP) assessment process, and within the Target Capabilities Assessment (TCA) for the county. Specifically, this project will produce a TICP that can be utilized in planning for and responding to multi-agency multi-jurisdictional incidents and events that require response level emergency communications.

STATE OF ARIZONA
Department of Homeland Security

2012 STATE HOMELAND SECURITY GRANT PROGRAM APPLICATION

Grant #:

Applicant:

Project Title:

MILESTONES

18. Provide specific milestones for the project during the course of the performance period. Each milestone (up to 4) should provide a clear description of the projected outcome. Note: If this grant is awarded, the milestones, as identified below, are required to be fulfilled as part of the grant requirement. The grant performance period is 12 months and the projected funding cycle is October 2012 - September 2013. Extensions will only be considered under extenuating circumstances, and additional supporting documentation will be required. Do not use any special characters such as a hyphen or apostrophe.

Milestone 1

Description:	Start Date	End Date
Obtain funding from Arizona DOHS. Identify county contacts for participation in project leadership team. MOU grant to the PSIC Office.	10/01/2012	12/31/2012

Milestone 2

Description:	Start Date	End Date
Prepare RFPs or RFQs and solicit SME/Facilitator contract support. Additionally, secure contract support.	01/01/2013	03/31/2013

Milestone 3

Description:	Start Date	End Date
Initial stakeholder session and TICP kickoff workshop.	04/01/2013	06/30/2013

Milestone 4

Description:	Start Date	End Date
Data collection, TICP development workshop, and approval of final TICP.	07/01/2013	09/30/2013

If requesting supplies, you must provide a list of all consummable supplies requested.

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Section 3

FEMA approved training class, course number, title and/or conference/training event:
<https://www.firstrespondertraining.gov>

Enter a brief course description. MUST include: 1) proposed location, 2) training provider, 3) provider address, 4) provider point of contact, number and website, 5) estimated number of participants.

How does the requested training support FEMA mission scope to prepare personnel to prevent, protect, respond to and recover from all critical hazards?

How does the requested training enhance/sustain capabilities that support the UASI or SHSGP Strategy?

Mission Area

Training Level

Projected Number of Deliveries (1 or Greater)	Backfill Overtime	Workshops Conferences	Trainers Contractors Consultants	Supplies	Travel	Total
<input type="text" value="0"/>	<input type="text" value="\$0"/>					
Total Cost for All Deliveries	<input type="text" value="\$0"/>					

If requesting supplies, you must provide a list of all consummable supplies requested.

Section 4

FEMA approved training class, course number, title and/or conference/training event:
<https://www.firstrespondertraining.gov>

Enter a brief course description. MUST include: 1) proposed location, 2) training provider, 3) provider address, 4) provider point of contact, number and website, 5) estimated number of participants.

How does the requested training support FEMA mission scope to prepare personnel to prevent, protect, respond to and recover from all critical hazards?

How does the requested training enhance/sustain capabilities that support the UASI or SHSGP Strategy?

Mission Area

Training Level

Projected Number of Deliveries (1 or Greater)	Backfill Overtime	Workshops Conferences	Trainers Contractors Consultants	Supplies	Travel	Total
<input type="text" value="0"/>	<input type="text" value="\$0"/>					
Total Cost for All Deliveries	<input type="text" value="\$0"/>					

If requesting supplies, you must provide a list of all consummable supplies requested.

Section 5

FEMA approved training class, course number, title and/or conference/training event:

<https://www.firstrespondertraining.gov>

Enter a brief course description. MUST include: 1) proposed location, 2) training provider, 3) provider address, 4) provider point of contact, number and website, 5) estimated number of participants.

How does the requested training support FEMA mission scope to prepare personnel to prevent, protect, respond to and recover from all critical hazards?

How does the requested training enhance/sustain capabilities that support the UASI or SHSGP Strategy?

Mission Area

Training Level

Projected Number of Deliveries (1 or Greater)	Backfill Overtime	Workshops Conferences	Trainers Contractors Consultants	Supplies	Travel	Total
<input type="text" value="0"/>	<input type="text" value="\$0"/>					
Total Cost for All Deliveries	<input type="text" value="\$0"/>					

If requesting supplies, you must provide a list of all consummable supplies requested.

Section 6

FEMA approved training class, course number, title and/or conference/training event:

<https://www.firstrespondertraining.gov>

Enter a brief course description. MUST include: 1) proposed location, 2) training provider, 3) provider address, 4) provider point of contact, number and website, 5) estimated number of participants.

How does the requested training support FEMA mission scope to prepare personnel to prevent, protect, respond to and recover from all critical hazards?

How does the requested training enhance/sustain capabilities that support the UASI or SHSGP Strategy?

Mission Area

Training Level

Projected Number of Deliveries (1 or Greater)	Backfill Overtime	Workshops Conferences	Trainers Contractors Consultants	Supplies	Travel	Total
<input type="text" value="0"/>	<input type="text" value="\$0"/>					
Total Cost for All Deliveries	<input type="text" value="\$0"/>					

If requesting supplies, you must provide a list of all consummable supplies requested.

Section 7

FEMA approved training class, course number, title and/or conference/training event:

<https://www.firstrespondertraining.gov>

Enter a brief course description. MUST include: 1) proposed location, 2) training provider, 3) provider address, 4) provider point of contact, number and website, 5) estimated number of participants.

How does the requested training support FEMA mission scope to prepare personnel to prevent, protect, respond to and recover from all critical hazards?

How does the requested training enhance/sustain capabilities that support the UASI or SHSGP Strategy?

Mission Area

Training Level

Projected Number of Deliveries (1 or Greater)	Backfill Overtime	Workshops Conferences	Trainers Contractors Consultants	Supplies	Travel	Total
<input type="text" value="0"/>	<input type="text" value="\$0"/>					
Total Cost for All Deliveries	<input type="text" value="\$0"/>					

If requesting supplies, you must provide a list of all consummable supplies requested.

Section 8

FEMA approved training class, course number, title and/or conference/training event:

<https://www.firstrespondertraining.gov>

Enter a brief course description. MUST include: 1) proposed location, 2) training provider, 3) provider address, 4) provider point of contact, number and website, 5) estimated number of participants.

How does the requested training support FEMA mission scope to prepare personnel to prevent, protect, respond to and recover from all critical hazards?

How does the requested training enhance/sustain capabilities that support the UASI or SHSGP Strategy?

Mission Area

Training Level

Projected Number of Deliveries (1 or Greater)	Backfill Overtime	Workshops Conferences	Trainers Contractors Consultants	Supplies	Travel	Total
<input type="text" value="0"/>	<input type="text" value="\$0"/>					
Total Cost for All Deliveries	<input type="text" value="\$0"/>					

If requesting supplies, you must provide a list of all consummable supplies requested.

TOTAL TRAINING COSTS

STATE OF ARIZONA
Department of Homeland Security

2012 STATE HOMELAND SECURITY GRANT PROGRAM PROJECT APPLICATION

Grant #: Applicant:

Project Title:

EXERCISE - BUDGET NARRATIVE & BUDGET DETAIL WORKSHEET

Must be conducted in accordance with the Homeland Security Exercise Evaluation Program (HSEEP).
https://hseep.dhs.gov/pages/1001_HSEEP7.aspx
 Each Exercise event must be explained in detail. Personnel dollar amounts must list out fringe benefits and costs. Fringe benefits on overtime hours are limited to FICA, Workers' Compensation, and Unemployment Compensation. **(Medicare is NOT a reimbursable cost for personnel Backfill/Overtime).** All Equipment associated with Exercise must be listed on the "Equipment Budget Narrative" page only. **The character limit for this section is 1,000.**
 Travel, Lodging and Per Diem rates based on the Arizona Accounting Manual, that can be found at the following website:
<http://www.gao.az.gov/publications/SAAM/SAAM-2d-022008.pdf>

EXERCISE LEVEL: (Table Top, Functional, Full Scale)

EXERCISE DESCRIPTION: Provide a description of this exercise event. Each allowable exercise expense category must be listed and a brief description provided of each item and how it will be utilized. Estimated costs must be listed: Personnel, Travel, and Supplies, etc. If requesting supplies, provide a list of all consumable supplies requested.

Backfill Overtime	Contractors Consultants	Design Develop	Exercise Planning	Travel	Supplies	Total
\$0	\$0	\$0	\$0	\$0	\$0	\$0

EXERCISE LEVEL: (Table Top, Functional, Full Scale)

EXERCISE DESCRIPTION: Provide a description of this exercise event. Each allowable exercise expense category must be listed and a brief description provided of each item and how it will be utilized. Estimated costs must be listed: Personnel, Travel, and Supplies, etc. If requesting supplies, provide a list of all consumable supplies requested.

Backfill Overtime	Contractors Consultants	Design Develop	Exercise Planning	Travel	Supplies	Total
\$0	\$0	\$0	\$0	\$0	\$0	\$0

EXERCISE LEVEL: (Table Top, Functional, Full Scale)

EXERCISE DESCRIPTION: Provide a description of this exercise event. Each allowable exercise expense category must be listed and a brief description provided of each item and how it will be utilized. Estimated costs must be listed: Personnel, Travel, and Supplies, etc. If requesting supplies, provide a list of all consumable supplies requested.

Backfill Overtime	Contractors Consultants	Design Develop	Exercise Planning	Travel	Supplies	Total
\$0	\$0	\$0	\$0	\$0	\$0	\$0

Backfill Overtime	Contractors Consultants	Design Develop	Exercise Planning	Travel	Supplies	Total
\$0	\$0	\$0	\$0	\$0	\$0	\$0

STATE OF ARIZONA
Department of Homeland Security

2012 STATE HOMELAND SECURITY GRANT PROGRAM PROJECT APPLICATION

Grant #: Applicant:
 Project Title:

PLANNING - BUDGET NARRATIVE & BUDGET DETAIL WORKSHEET

Each Planning activity must be explained in detail. Refer to the link below for additional guidance and detailed information on allowable planning expenses/activities. Personnel dollar amounts must list out fringe benefits and costs. Fringe benefits on overtime hours are limited to FICA, Workers' Compensation, and Unemployment Compensation. (Medicare is NOT a reimbursable cost for personnel Backfill/Overtime). All Equipment associated with Planning must be listed on the "Equipment Budget Narrative" page only. **The character limit for this section is 1,000.**

Management & Administration and Planning Information:
http://www.azdohs.gov/Documents/Grants/HSGP_MAandPlanning1210.pdf

Travel, Lodging and Per Diem rates based on the Arizona Accounting Manual, that can be found at the following website:
<http://www.gao.az.gov/publications/SAAM/SAAM-2d-022008.pdf>

Enter the 2011 - 2014 State Homeland Security Strategy Objectives (EXAMPLE : 1.1.0) and Action Item(s) Numbers (EXAMPLE:1.1.4) that relate to this project.

SHSS Objectives: 1.1.0, 1.3.0, 2.3.0, 6.1.0, 6.2.0
 SHSS Action items: 1.1.1, 1.1.5, 1.3.3, 1.3.6, 2.3.2, 2.3.3, 6.1.1, 6.2.2
 SCIP Strategic Initiatives: 5.8.1.1, 5.8.1.2, and 5.8.3.2

Provide a description of this planning activity. Each allowable planning expense category must be listed and a brief description provided of each item and how it will be utilized. Estimated costs must be listed: Personnel, Travel, and Materials, etc. If requesting materials, provide a list of all materials requested.

We are requesting \$15,000 for development and implementation of this project:
 Staff/Contractors/Consultants = \$10,000 Based on past usage of contractors with similar expertise, in an environment with intense competition for talent. These are conservative estimates for the type of work and scope of activities defined for this project.
 Travel/Per Diem/Conferences/Workshops = \$5,000 All facets of this project require open public forums where public safety stakeholders may

Backfill and Overtime	Staff, Contractors, Consultants	Conferences and Workshops	Travel / Per Diem	Materials	Total
\$0	\$10,000	\$0	\$5,000	\$0	\$15,000

Select Associated Staff, Contractor, or Consultant Costs:

Enter the 2011 - 2014 State Homeland Security Strategy Objectives (EXAMPLE : 1.1.0) and Action Item(s) Numbers (EXAMPLE:1.1.4) that relate to this project.

Provide a description of this planning activity. Each allowable planning expense category must be listed and a brief description provided of each item and how it will be utilized. Estimated costs must be listed: Personnel, Travel, and Materials, etc. If requesting materials, provide a list of all materials requested.

Backfill and Overtime	Staff, Contractors, Consultants	Conferences and Workshops	Travel / Per Diem	Materials	Total
\$0	\$0	\$0	\$0	\$0	\$0

Select Associated Staff, Contractor, or Consultant Costs:

Enter the 2011 - 2014 State Homeland Security Strategy Objectives (EXAMPLE : 1.1.0) and Action Item(s) Numbers (EXAMPLE:1.1.4) that relate to this project.

Provide a description of this planning activity. Each allowable planning expense category must be listed and a brief description provided of each item and how it will be utilized. Estimated costs must be listed: Personnel, Travel, and Materials, etc. If requesting materials, provide a list of all materials requested.

Backfill and Overtime	Staff, Contractors, Consultants	Conferences and Workshops	Travel / Per Diem	Materials	Total
\$0	\$0	\$0	\$0	\$0	\$0

Select Associated Staff, Contractor, or Consultant Costs:

Enter the 2011 - 2014 State Homeland Security Strategy Objectives (EXAMPLE : 1.1.0) and Action Item(s) Numbers (EXAMPLE:1.1.4) that relate to this project.

Provide a description of this planning activity. Each allowable planning expense category must be listed and a brief description provided of each item and how it will be utilized. Estimated costs must be listed: Personnel, Travel, and Materials, etc. If requesting materials, provide a list of all materials requested.

Backfill and Overtime	Staff, Contractors, Consultants	Conferences and Workshops	Travel / Per Diem	Materials	Total
\$0	\$0	\$0	\$0	\$0	\$0

Select Associated Staff, Contractor, or Consultant Costs:

PLANNING SUBTOTALS					Total
\$0	\$10,000	\$0	\$5,000	\$0	\$15,000

**STATE OF ARIZONA
Department of Homeland Security**

2012 STATE HOMELAND SECURITY GRANT PROGRAM PROJECT APPLICATION

Grant #:

Applicant:

Project Title:

ORGANIZATION - BUDGET NARRATIVE & BUDGET DETAIL WORKSHEET

Each Organization activity must be explained in detail. Personnel dollar amounts must list out fringe benefits and costs. Fringe benefits on overtime hours are limited to FICA, Workers' Compensation, and Unemployment Compensation. **(Medicare is NOT a reimbursable cost for personnel Backfill/Overtime)**. All Equipment associated with Organization must be listed on the "Equipment Budget Narrative" page only. ***The character limit for this section is 1,000.***

Travel, Lodging and Per Diem rates based on the Arizona Accounting Manual, that can be found at the following website:
<http://www.gao.az.gov/publications/SAAM/SAAM-2d-022008.pdf>

Enter the 2011 - 2014 State Homeland Security Strategy Objectives (EXAMPLE : 1.1.0) and Action Item(s) Numbers (EXAMPLE:1.1.4) that relate to this project.:

Provide a description of this Organization activity. Each allowable organization expense category must be listed and a brief description provided of each item and how it will be utilized.

Overtime for Information, Investigative and Intelligence Sharing Activities

Select Operational Expenses Associated with Increased Security Measures at CI Sites as Declared by Federal DHS.

New Staff Positions, Contractors, or Consultants for Participation in Information, Intelligence Analysis and Sharing Groups or Fusion Center Activities

Enter the 2011 - 2014 State Homeland Security Strategy Objectives (EXAMPLE : 1.1.0) and Action Item(s) Numbers (EXAMPLE:1.1.4) that relate to this project.:

Provide a description of this Organization activity. Each allowable organization expense category must be listed and a brief description provided of each item and how it will be utilized.

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Overtime for Information, Investigative and Intelligence Sharing Activities

Select Operational Expenses Associated with Increased Security Measures at CI Sites as Declared by Federal DHS.

New Staff Positions, Contractors, or Consultants for Participation in Information, Intelligence Analysis and Sharing Groups or Fusion Center Activities

TOTAL ORGANIZATION COSTS

STATE OF ARIZONA
Department of Homeland Security

2012 STATE HOMELAND SECURITY GRANT PROGRAM APPLICATION

Grant #:

Applicant:

Project Title:

APPLICATION - SUMMARY

<u>FUNDING CATEGORIES</u>	<u>TOTAL</u>
<input type="text" value="EQUIPMENT"/>	<input type="text" value="\$0"/>
<input type="text" value="TRAINING"/>	<input type="text" value="\$0"/>
<input type="text" value="EXERCISE"/>	<input type="text" value="\$0"/>
<input type="text" value="PLANNING"/>	<input type="text" value="\$15,000"/>
<input type="text" value="ORGANIZATION"/>	<input type="text" value="\$0"/>
<input type="text" value="M & A"/>	<input type="text" value="\$0"/>
<input type="text" value="APPLICATION TOTAL"/>	<input type="text" value="\$15,000"/>

Grant Number
Application Number

Arizona Department of Homeland Security
1700 West Washington Street, Suite 210
Phoenix, AZ 85007

Project Summary

Local Unit of Government:	Gila County Health & Emergency Services
Award Amount:	\$15,000
Project Title:	TICP Development Workshop
Project Description:	Our county lacks a Tactical Interoperable Communications Plan (TICP) that clearly document the interoperable communications governance structures, technology assets, and usage policies, and procedures within the county. This project will fill this gap by allowing participants to discuss and document the area's existing governance structures, technology assets, and policies/procedures related to interoperable communications during events ranging from day-to-day operations through large-scale critical incidents. The grant is sought to address the development of a Countywide TICP through a series of facilitated workshops and data collection efforts. The project will be managed with PSIC Office at ADOA-ASET through an MOU.
Project Type:	Develop/enhance interoperable communication systems
Primary Target Capability:	Communications
HSGP Investment Supported:	Strengthen Communications Collaboration
HSGP Primary Goal:	Goal 1 - Enhance Arizona's Common Capabilities
HSGP Objective:	Bolster Arizona's Communication Capability in Interoperable Voice Communications / Radios
Phoenix UASI Investment Supported:	Strengthen Communications Collaboration
Phoenix UASI Primary Goal:	Choose a Phoenix UASI Goal
Phoenix UASI Objective:	Choose a Phoenix UASI Objective
Tucson UASI Investment Supported:	Strengthen Communications Collaboration
Tucson UASI Primary Goal:	Choose a Tucson UASI Goal
Tucson UASI Objective:	Choose a Tucson UASI Objective
Funding Source:	SHSGP - STATE HOMELAND SECURITY GRANT PROGRAM

2012 Budget Summary

Grant Number:
 Application Number:

Allowable Planning Costs	SHSGP	UASI	MMRS	CCP	LETPA	Choose Primary Discipline
Developing hazard/threat-specific annexes that incorporate the range of prevention, protection, response, and recovery activities	\$0	\$0	\$0	\$0	\$0	Click Discipline
Developing and implementing homeland security support programs and adopting ongoing DHS National Initiatives	\$0	\$0	\$0	\$0	\$0	Click Discipline
Developing related terrorism prevention activities	\$0	\$0	\$0	\$0	\$0	Click Discipline
Developing and enhancing plans and protocols	\$0	\$0	\$0	\$0	\$0	Click Discipline
Developing or conducting assessments	\$0	\$0	\$0	\$0	\$0	Click Discipline
Hiring of full- or part-time staff or contract/consultants to assist with planning activities (not for the purpose of hiring public safety personnel fulfilling traditional public safety duties)	\$10,000	\$0	\$0	\$0	\$0	Public Safety Communications
Conferences to facilitate planning activities	\$0	\$0	\$0	\$0	\$0	Click Discipline
Materials required to conduct planning activities	\$0	\$0	\$0	\$0	\$0	Click Discipline
Travel/per diem related to planning activities	\$5,000	\$0	\$0	\$0	\$0	Public Safety Communications
Overtime and backfill costs (IAW operational Cost Guidance)	\$0	\$0	\$0	\$0	\$0	Click Discipline
Planning Totals	\$15,000	\$0	\$0	\$0	\$0	\$15,000
Allowable Organizational Activities	SHSGP	UASI	MMRS	CCP	LETPA	Choose Primary Discipline
Overtime for information, investigative, and intelligence sharing activities (up to 50 percent of the allocation)	\$0	\$0	N/A	N/A	\$0	Click Discipline
Reimbursement for select operational expenses associated with increased security measures at critical infrastructure sites incurred during periods of DHS declared alert (up to 50 percent of the allocation)	\$0	\$0	N/A	N/A	\$0	Click Discipline
Hiring of new staff positions/contractors/consultants for participation in information/intelligence analysis and sharing groups or fusion center activities (up to 50 percent of the allocation)	\$0	\$0	N/A	N/A	\$0	Click Discipline
Organizational Totals	\$0	\$0	\$0	\$0	\$0	\$0
Allowable Equipment Categories	SHSGP	UASI	MMRS	CCP	LETPA	Choose Primary Discipline
Personal Protective Equipment	\$0	\$0	\$0	\$0	\$0	Click Discipline
Explosive Device Mitigation and Remediation Equipment	\$0	\$0	N/A	N/A	\$0	Click Discipline
CBRNE Operational Search and Rescue Equipment	\$0	\$0	\$0	\$0	\$0	Click Discipline
Information Technology	\$0	\$0	\$0	\$0	\$0	Click Discipline
Cyber Security Enhancement Equipment	\$0	\$0	\$0	\$0	\$0	Click Discipline
Interoperable Communications Equipment	\$0	\$0	\$0	\$0	\$0	Click Discipline
Detection	\$0	\$0	\$0	N/A	\$0	Click Discipline
Decontamination	\$0	\$0	\$0	N/A	N/A	Click Discipline
Medical	\$0	\$0	\$0	\$0	N/A	Click Discipline
Power	\$0	\$0	\$0	\$0	\$0	Click Discipline
CBRNE Reference Materials	\$0	\$0	\$0	N/A	\$0	Click Discipline
CBRNE Incident Response Vehicles	\$0	\$0	\$0	N/A	\$0	Click Discipline
Terrorism Incident Prevention Equipment	\$0	\$0	N/A	N/A	\$0	Click Discipline
Physical Security Enhancement Equipment	\$0	\$0	N/A	N/A	\$0	Click Discipline
Inspection and Screening Systems	\$0	\$0	\$0	N/A	\$0	Click Discipline
Agriculture Terrorism Prevention, Response, and Mitigation Equipment	\$0	\$0	\$0	N/A	N/A	Click Discipline
CBRNE Prevention and Response Watercraft	\$0	\$0	N/A	N/A	\$0	Click Discipline
CBRNE Aviation Equipment	\$0	\$0	\$0	N/A	\$0	Click Discipline
CBRNE Logistical Support Equipment	\$0	\$0	\$0	\$0	\$0	Click Discipline
Intervention Equipment	\$0	\$0	N/A	N/A	\$0	Click Discipline
Other Authorized Equipment	\$0	\$0	\$0	\$0	\$0	Click Discipline
Equipment Totals	\$0	\$0	\$0	\$0	\$0	\$0
Allowable Training Costs	SHSGP	UASI	MMRS	CCP	LETPA	Choose Primary Discipline
Overtime and backfill for emergency preparedness	\$0	\$0	\$0	\$0	\$0	Click Discipline
Training workshops and conferences	\$0	\$0	\$0	\$0	\$0	Click Discipline
Full- or part-time staff or contractors/consultants	\$0	\$0	\$0	\$0	\$0	Click Discipline
Travel	\$0	\$0	\$0	\$0	\$0	Click Discipline
Supplies	\$0	\$0	\$0	\$0	\$0	Click Discipline
Training Totals	\$0	\$0	\$0	\$0	\$0	\$0
Allowable Exercise Related Costs	SHSGP	UASI	MMRS	CCP	LETPA	Choose Primary Discipline
Design, Develop, Conduct and Evaluate an Exercise	\$0	\$0	\$0	\$0	\$0	Click Discipline
Exercise planning workshop	\$0	\$0	\$0	\$0	\$0	Click Discipline
Full- or part-time staff or contractors/consultants	\$0	\$0	\$0	\$0	\$0	Click Discipline
Overtime and backfill costs, including expenses for part-time and volunteer emergency response personnel participating in FEMA exercises	\$0	\$0	\$0	\$0	\$0	Click Discipline
Implementation of HSEEP	\$0	\$0	\$0	\$0	\$0	Click Discipline
Travel	\$0	\$0	\$0	\$0	\$0	Click Discipline
Supplies	\$0	\$0	\$0	\$0	\$0	Click Discipline
Exercise Totals	\$0	\$0	\$0	\$0	\$0	\$0
Allowable Management & Administrative Costs	SHSGP	UASI	MMRS	CCP	LETPA	Choose Primary Discipline
Hiring of full- or part-time staff or contractors/consultants to assist with the management of the respective grant program, application requirements, compliance with reporting and data collection requirements	\$0	\$0	\$0	\$0	\$0	Click Discipline
Development of operating plans for information collection and processing necessary to respond to FEMA data calls	\$0	\$0	\$0	\$0	\$0	Click Discipline
Overtime and backfill costs	\$0	\$0	\$0	\$0	\$0	Click Discipline
Travel	\$0	\$0	\$0	\$0	\$0	Click Discipline
Meeting related expenses	\$0	\$0	\$0	\$0	\$0	Click Discipline
Authorized office equipment	\$0	\$0	\$0	\$0	\$0	Click Discipline
Recurring expenses such as those associated with cell phones and faxes during the period of performance of the grant program	\$0	\$0	\$0	\$0	\$0	Click Discipline
Leasing or renting of space for newly hired personnel during the period of performance of the grant program	\$0	\$0	\$0	\$0	\$0	Click Discipline
Management & Administrative Totals	\$0	\$0	\$0	\$0	\$0	\$0
Grand Totals	\$15,000	\$0	\$0	\$0	\$0	\$15,000

Arizona Department of Homeland Security
Financial Systems Survey

Name of Organization: Gila County Health & Emergency Services

Person completing survey: Debra L. Williams

Date: 3/2/2012

Email: dwilliams@co.gila.az.us

PLEASE ANSWER EVERY QUESTION BY CHECKING THE APPROPRIATE BOX. ATTACH MATERIALS AND DOCUMENT Comments AS REQUIRED.

As stewards of federal and state funds, the Arizona Department of Homeland Security (AZDOHS) prefers to award funds to organizations (regardless of how small or large) that are both capable of achieving project goals/objectives and upholding their responsibility for properly managing funds as they achieve those objectives.

This survey will be used primarily for initial monitoring of the organization. This survey may also be used in evaluating the financial capability of the organization in the award process. Deficiencies should be addressed for corrective action and the organization should consider procuring technical assistance in correcting identified problems.

A. GENERAL INFORMATION

1. Has your organization received a Federal or State Grant within the last two years?

Yes No

2. Has your organization received funding from the Arizona Department of Homeland Security within the past two years? If yes, specify the grant contract numbers (for OSGP awards prior to FFY08 simply state "Stonegarden" in the blank provided): SHSGP 444403-03

Yes No
SHSGP 555300-02 SHSGP 555300-03 CCP555300-01 SHSGP 777304-01 CCP 777304-02
SHSGP 888300-02 CCP88300-01

3. Has your organization been audited by an independent Certified Public Accountant within the past two years?

Yes No

4. Has your organization completed an A-133 Single Audit within the past two years?

Yes No

5. Has your organization been granted tax-exempt status by the Internal Revenue Service?

Yes No

6. If you answered YES to question #5 under what section of the IRS code?

501 C (3) 501 C (4) 501 C (5) 501 C (6) Other

7. Does your organization have established policies related to salary scales, fringe benefits, travel reimbursement and personnel policies?

Yes No

B. FUNDS MANAGEMENT

8. Which of the following describes your organization's accounting system?

Manual Automated Combination

9. How frequently do you post to the General Ledger?

Daily Weekly Monthly Other

10. Does the accounting system completely and accurately track the receipt and disbursements of funds by each

Yes No

11. Does the accounting system provide for the recording of actual costs compared to budgeted costs for each budget line item?

Yes No

12. Are time and effort distribution reports maintained for employees working fully or partially on state or federal grant programs which account for 100% of each employee's time?

Yes No

13. Is your organization familiar with Federal Cost Principles (i.e. OMB Circular A-87, A-122 or A-21)?

Yes No

C. INTERNAL CONTROLS

14. Are duties of the bookkeeper/accountant segregated from the duties of cash receipt or cash disbursement?

Yes No

15. Are checks signed by individuals whose duties exclude recording cash received, approving vouchers for payment and the preparation of payroll?

Yes No

16. Are all accounting entries and payments supported by source documentation?

Yes No

17. Are cash or in-kind matching funds supported by source documentation?

Yes No

18. Are employee time sheets supported by appropriately approved/signed documents?

Yes No

19. Does the organization maintain policies which include procedures for assuring compliance with applicable Code of Federal Regulations and terms of each grant award?

Yes No

D. PROCUREMENT

20. Does the organization maintain written codes of conduct for employees involved in awarding or administering procurement contracts?

Yes No

21. Does the organization conduct purchases in a manner that encourages open and free competition among vendors?

Yes No

22. Does the organization complete some level of cost or price analysis for every purchase?

Yes No

23. Does the organization maintain files and other source documentation sufficient to detail the history of each purchase?

Yes No

24. Does the organization maintain a system of contract administration to ensure contractor conformance with the terms and conditions of each contract?

Yes No

25. Does the organization maintain written procurement policies and procedures?

Yes No

Application Number: (AZDOHS Use Only):

Grant Number:

Arizona Department of Homeland Security

Standard Data Collection Form

A. Agency Information

Project Title (if applicable): **TICP Development Workshop**

Agency: **Gila County Health & Emergency Services**

Amount Requested: **\$15,000**

Project Description: **Our county lacks a Tactical Interoperable Communications Plan (TICP) that clearly document the interoperable communications governance structures, technology assets, and usage policies, and procedures within the county. This project will fill this gap by allowing participants to discuss and document the area's existing governance structures, technology assets, and policies/procedures related to interoperable communications during events ranging from day-to-day operations through large-scale critical incidents. The grant is sought to address the development of a Countywide TICP through a series of facilitated workshops and data collection efforts. The project will be managed with PSIC Office at ADOA-ASET through an MOU.**

Address: **5515 S. Apache Ave., Suite 400**
(Address Line 1)

Globe **AZ** **85501**
(Address Line 2) (City) (State) (Zip code)

County: **Gila**

Authorized Individual: Name **Tommie** **Martin**
(First Name) (Last Name)

Position / Title: **Mrs.**

Email: **tmartin@co.gila.az.us**

Phone: **928-425-3231** Ext. **7100**

Fax:

Employer Identification Number: **866000444**

Agency Classification (This is based on your selection on the Project Administrative Page): **County**

Have you previously conducted business with the State using this Employer Identification Number? **Yes**

If No, Please go to the following website to download and complete the State of Arizona Substitute W-9 form. Please be sure to submit this form with your application.

<http://www.ica.state.az.us/forms/selfInsured/AZ-SubstituteW9.pdf>

In which Congressional (Federal) District is your agency headquartered? Enter District #: **1, 4**
<http://www.azredistricting.org> (click on Final Maps)

In which Legislative (State) District is your agency headquartered? Enter District #: **6, 7, 8**
<http://www.azredistricting.org> (click on Final Maps)

Approximately how much FEDERAL funding will your organization expend in your current fiscal year? **\$25,000,000**

What is your organization's fiscal year-end date? MM **06** DD **30**

Does your organization undergo an annual independent audit in accordance with OMB Circular A-133? **Yes**

Please provide contact information of the audit firm conducting your audit:

Agency: **CliftonLarsonAllen LLP**

Address: **1201 S. Alma School Rd.**
(Address Line 1)

Mesa **AZ** **85210**
(Address Line 2) (City) (State) (Zip code)

Phone Number: **480-615-2350**

Fax: **480-615-2350**

Arizona Department of Homeland Security

Standard Data Collection Form

B. Contact Information (Please copy this portion as many times as needed.)

Program Agency - Indicates person with primary contact with the Arizona Department of Homeland Security and is directly responsible for ensuring the program plan is implemented. All future program correspondence will be sent to this person.

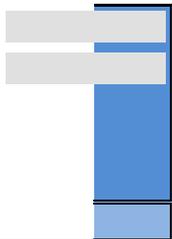
Fiscal Agency - Indicates person responsible for financial matters pertaining to this grant.

Collaborator - Indicates all persons/agencies that have been identified as a collaborator, partner, or host site as a requirement of this grant.

Agency Contact Type :	<input type="text" value="Program Agency"/>
Agency:	<input type="text" value="Gila County Health & Emergency Services"/>
Address:	<input type="text" value="Department of Emergency Management"/> <small>(Address Line 1)</small>
	<input type="text" value="5515 S. Apache Ave., Suite 400"/> <input type="text" value="Globe"/> <input type="text" value="AZ"/> <input type="text" value="85501"/> <small>(Address Line 2) (City) (State) (Zip code)</small>
County:	<input type="text" value="Gila"/>
Contact Person:	<input type="text" value="Debra"/> <input type="text" value="Williams"/> <small>(First Name) (Last Name)</small>
Position/Title:	<input type="text" value="Deputy Director-Emergency Manage"/>
Email:	<input type="text" value="dwilliams@co.gila.az.us"/>
Phone Number:	<input type="text" value="928-402-8463"/> Ext. <input type="text"/>
Fax:	<input type="text" value="928-425-7714"/>

Agency Contact Type :	<input type="text" value="Select Contact Type"/>
Agency:	<input type="text"/>
Address:	<input type="text"/> <small>(Address Line 1)</small>
	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <small>(Address Line 2) (City) (State) (Zip code)</small>
County:	<input type="text" value="Select County"/>
Contact Person:	<input type="text"/> <input type="text"/> <small>(First Name) (Last Name)</small>
Position/Title:	<input type="text"/>
Email:	<input type="text"/>
Phone Number:	<input type="text"/> Ext. <input type="text"/>
Fax:	<input type="text"/>

Agency Contact Type :	<input type="text" value="Select Contact Type"/>
Agency:	<input type="text"/>
Address:	<input type="text"/> <small>(Address Line 1)</small>
	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <small>(Address Line 2) (City) (State) (Zip code)</small>
County:	<input type="text" value="Select County"/>
Contact Person:	<input type="text"/> <input type="text"/> <small>(First Name) (Last Name)</small>
Position/Title:	<input type="text"/>
Email:	<input type="text"/>
Phone Number:	<input type="text"/> Ext. <input type="text"/>
Fax:	<input type="text"/>



our

85210



85501

Grant Number:

Arizona Department of Homeland Security

FFATA (Federal Funding Accountability and Transparency Act) Reporting Requirements

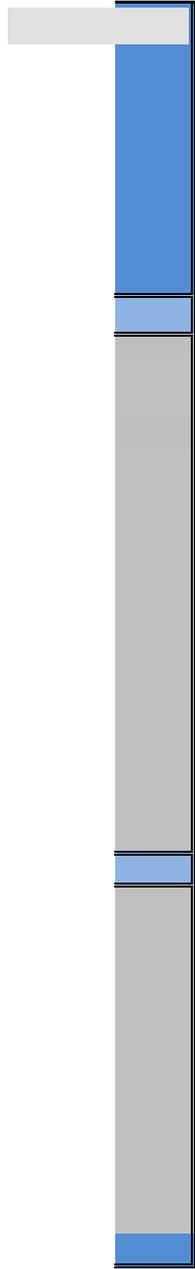
This section must be completed for any application greater than or equal to \$25,000

Name of Entity Receiving Award:	<input type="text" value="Gila County Health & Emergency Services"/>		
Requested Amount:	<input type="text" value="\$15,000"/>	Awarded Amount:	<input type="text"/> (AZDOHS use only)
Funding Agency:	<input type="text" value="Arizona Department of Homeland Security"/>		
CFDA Number:	<input type="text" value="97.067"/>		
Project Title:	<input type="text" value="TICP Development Workshop"/>		
Location:	City: <input type="text" value="Globe"/>	State: <input type="text" value="AZ"/>	Congressional District: <input type="text" value="1, 4"/> http://www.azredistricting.org
DUNS Number:	<input type="text" value="866000444"/>		
1) Is 80% or more of your annual gross revenues from Federal Awards?	<input type="text" value="No"/>		
2) Do you receive \$25 Million or more annually from Federal Awards?	<input type="text" value="Yes"/>		

If you answered YES to BOTH questions, you MUST provide the following:

Names and Total Compensation of Top Five paid executives:

1:	Name <input type="text"/>	Total Compensation <input type="text"/>
2:	Name <input type="text"/>	Total Compensation <input type="text"/>
3:	Name <input type="text"/>	Total Compensation <input type="text"/>
4:	Name <input type="text"/>	Total Compensation <input type="text"/>
5:	Name <input type="text"/>	Total Compensation <input type="text"/>



STATE OF ARIZONA
Department of Homeland Security
2012 STATE HOMELAND SECURITY GRANT PROGRAM PROJECT APPLICATION

Points of Contact

Address Your State Homeland Security Grant Program Management Questions to the Individuals Listed Below

AZDOHS

Assistant Director of Planning and Preparedness

Lisa Hansen
(602) 542-7014
Lhansen@azdohs.gov

Assistant Director of Finance and Administration

Terry Riordan
(602) 542-7056
Triordan@azdohs.gov

Assistant Director of Community Preparedness

Cheryl Bowen
(602) 542-7077
Cbowen@azdohs.gov

Equipment Specialist

Michael Stidham
(602) 542-7041
Mstidham@azdohs.gov

NIMCAST COMPLIANCE (ADEM)

Mariano Gonzalez
Mariano.gonzalez@azdema.gov

REGIONAL STRATEGIC PLANNERS AND FINANCE SPECIALISTS

Central & North Regions,

Phoenix & Tucson UASI

Susan Dzbanko
Senior Strategic Planner
Office: (602) 542-1777
Cell: (602) 319-8837
Sdzbanko@azdohs.gov

Lois George
Grant & Finance Specialist
(602) 542-7047
Lgeorge@azdohs.gov

East & West Regions,

State Agencies

John Coughlin
Strategic Planner
Office: (602) 542-7012
Cell: (602) 568-2973
Jcoughlin@azdohs.gov

Kevin Guimond
Budget Manager
(602) 542-1716
Kguimond@azdohs.gov

South Region,

Operation Stonegarden

William Seltzer
Strategic Planner
Office: (602) 542-7044
Cell: (602) 568-5806
Wseltzer@azdohs.gov

Christina Ambroult
Project Specialist
(602) 542-7036
Cambroult@azdohs.gov

ADEM (Training & Exercise)

Homeland Security Training
Coordinator

Kathy Walker
Office: (602) 464-6264
katherine.walker@azdema.gov

Exercise Coordinator

Jan Lindner
Office: (602) 464-6218
jan.lindner@azdema.gov

Exercise Coordinator

Nichole Fortson
Office: (602) 464-6514
Nichole.fortson@azdema.gov



GILA COUNTY ATTORNEY
Daisy Flores

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

To whom it may concern:

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

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

A.R.S. § 11-952(D) requires that

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

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

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

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

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

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

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

ARF-1546

Consent Agenda Item 4- E

Regular BOS Meeting

Meeting Date: 11/13/2012

Submitted For: Michael O'Driscoll, Health & Emergency Services Division Director **Submitted By:** Debra Williams, Deputy Director of Emergency Services, Health & Emergency Services Division

Department: Health & Emergency Services Division **Division:** Emergency Services

Information

Request/Subject

Memorandum Of Understanding (MOU) for Arizona Department of Homeland Security Grant Agreement No. 999302-03 East Region Training and Exercise

Background Information

The Department of Emergency Management, Division of Health and Emergency Services, submitted a grant application to the Arizona Department of Homeland Security (AZDOHS) on behalf of counties that make up the Arizona East Homeland Security Region (East Region): Gila, Graham, Greenlee and Pinal counties.

Grant Applications for the FFY2012 grant cycle, such as this grant, were not presented to the Board of Supervisors because each application was written with the understanding that the projects are regional in nature and Gila County would not be managing any funding awarded for the projects. Gila County has submitted grant applications on behalf of the East Region for several years.

Evaluation

Grant applications that take a regional approach are encouraged for the purpose of using federal grant funds efficiently to strengthen our ability to work together at all levels to address common threat and vulnerability issues and encourage the development and sharing of resources across town, city, county, and Tribal lines.

This grant award provides funding of \$33,000 to support training and exercises for the East Region.

Conclusion

To facilitate regional implementation, we are requesting to provide a Memorandum of Understanding to authorize the Arizona Department of Emergency Management, in coordination with AZDOHS, to manage the scope of the grant award.

Recommendation

The Director of Health & Emergency Services recommends the Board of Supervisors' authorization for the Chairman to sign a Memorandum of Understanding for Arizona Department of Homeland Security Grant Agreement #999302-03 East Region Training and Exercise award in the amount of \$33,000.

Suggested Motion

Authorization of the Chairman's signature on a Memorandum of Understanding with the Arizona Department of Homeland Security (AZDOHS) stating that the \$33,000 awarded as Grant Agreement No. 999302-03 (Project Title: East Region Training and Exercise) be retained and managed by the Arizona Division of Emergency Management in coordination with AZDOS for the grant performance period of October 1, 2012, through September 30, 2013.

Attachments

MOU

Award Letter for Grant No. 999302-03

Submission Confirmation

Grant Application for Grant No. 999302-03

Legal Explanation

TOMMIE MARTIN, District I
P.O. Box 2297, Payson AZ 85547

MICHAEL A. PASTOR, District II
1400 East Ash Street, Globe AZ 85501

SHIRLEY L. DAWSON, District III
1400 East Ash Street, Globe AZ 85501



DON E. McDANIEL Jr.
County Manager

MICHAEL O'DRISCOLL
Director

DEBRA L. WILLIAMS
Deputy Director of Emergency Management

Gila County Division of Health & Emergency Services
Department of Emergency Management
5515 S. Apache Avenue, Suite 400, Globe Arizona 85501
Voice: 928-402-8764 Fax: 928-425-7714

Memorandum of Understanding

October 29, 2012

Director Gilbert M. Orrantia
Arizona Department of Homeland Security
1700 W. Washington St., Suite 210
Phoenix, AZ 85507

Dear Director Orrantia:

On behalf of the Gila County Division of Health & Emergency Services, I would like to formally notify you that it is the intent of the Gila County that \$33,000.00 from FFY 2012 SHSGP grant # 999302-03 be retained and managed by the Arizona Division of Emergency Management in coordination with the Arizona Department of Homeland Security for training and exercise opportunities in the East Region.

This letter shall serve as a formal Memorandum of Understanding for the purposes of managing local funds for training and exercise activities in the East Region.

GILA COUNTY

TOMMIE C. MARTIN, Chairman
Board of Supervisors

Date

ATTEST:

Marian Sheppard, Chief Deputy Clerk
Board of Supervisors

Date

Approved as to form:

Bryan Chambers
Chief Deputy County Attorney

Date



State of Arizona Department of Homeland Security



Governor Janice K. Brewer

Director Gilbert M. Orrantia

September 21, 2012

Mrs. Tommie Martin
Gila County Health & Emergency Services
5515 S. Apache Ave., Suite 400
Globe, AZ 85501

Subject: FFY 2012 Homeland Security Grant Program Award
Grant Agreement Number: **999302-03**
Project Title: **East Region Training & Exercise**

Dear Mrs. Martin:

The application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been awarded. The project titled **East Region Training & Exercise** has been funded under the STATE HOMELAND SECURITY GRANT PROGRAM for **\$33,000.00**. The grant performance period is **October 1, 2012 through September 30, 2013**. This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance).

Per your application the Gila County Health & Emergency Services intends to furnish a memorandum of understanding (MOU) to the AZDOHS which will authorize the Arizona Division of Emergency Management (ADEM) in coordination with AZDOHS to manage and implement the scope of grant agreement number 999302-03. Please place the attached MOU on agency letterhead, sign and return to AZDOHS:

Arizona Department of Homeland Security
1700 W. Washington St, Suite 210
Phoenix, AZ 85007

Congratulations on your Homeland Security Grant Program award.

Sincerely,

A handwritten signature in black ink that reads "Gilbert M. Orrantia".

Gilbert M. Orrantia
Director

Encl: MOU for 999302-03

Memorandum of Understanding

Director Gilbert M. Orrantia
Arizona Department of Homeland Security
1700 W. Washington St., Suite 210
Phoenix, AZ 85007

Dear Director Orrantia:

On behalf of the Gila County Health & Emergency Services, I would like to formally notify you that it is the intent of the Gila County Health & Emergency Services that \$33,000.00 from FFY 2012 SHSGP grant #999302-03 be retained and managed by the Arizona Division of Emergency Management in coordination with the Arizona Department of Homeland Security for training and exercise opportunities in the East Region.

This letter from the Gila County Health & Emergency Services shall serve as a formal memorandum of understanding for the purposes of managing local funds for training and exercise in the East Region.

Sincerely,

Enter Title & Name Above

Authorized Signature Above

Enter Date Above



Grants

Application Submission Confirmation

[Community Preparedness](#)

Thank you for your submittal. The application is currently being reviewed by AZDOHS. Your application confirmation code is: **AZDOHS-11723E2040**

[Councils & Committees](#)

[Public Affairs Office](#)

[Resources & Links](#)

[Questions About...](#)



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STATE OF ARIZONA
Department of Homeland Security

2012 STATE HOMELAND SECURITY GRANT PROGRAM APPLICATION

PLEASE FILL OUT THE SUBGRANTEE AND PROJECT TITLE BLANKS ONLY

Grant #:

Applicant: **Gila County Health & Emergency Services**

Project Title: **East Region Training & Exercise**

The following document(s) have been completed and submitted with the application.

Check if Completed

Grant Workbook

- Project Administrative Page (Questions 1-10)
- Project Narrative (Questions 11-13)
- Project Justification (Questions 14 & 15)
- Target Capabilities (TCA, Questions 16 & 17)
- Milestones (Question 18)

Please be sure to only complete the following worksheets that pertain to your project.

- Equipment Budget Detail Worksheet
- Equipment Budget Narrative
- Training Budget Narrative & Detail Worksheet
- Exercise Budget Narrative & Detail Worksheet
- Planning Budget Narrative & Detail Worksheet
- M&A Budget Narrative & Detail Worksheet
- Organization Budget Narrative & Detail Worksheet
- Memorandum of Understanding (if applicable)

Please check the following boxes if

- Your agency is NIMSCAST Compliant

For more information on NIMSCAST:

<http://www.fema.gov/nimscast/index.jsp>

- Your agency is registered with and participating in E-Verification Program

For more information on E-Verify

http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm

The following tabs MUST be completed

- Standard Data Collection Form
- Financial System Survey
- Budget Summary
- Project Summary
- FFATA Summary

The due date for this application is **March 2, 2012 at 5:00PM**. No late applications will be accepted. No incomplete applications will be accepted. There will be no opportunity for clarifications once the application has been submitted. To submit an application please click on the link below:

<http://www.azdohs.gov/application2012.asp>

Central and North Regions, Phoenix and Tucson UASI		East and West Regions, State Agencies		South Region, Operation Stonegarden
Susan Dzbanko (602) 542-1777 sdzbanko@azdohs.gov		John Coughlin (602) 542-7012 jcoughlin@azdohs.gov		William Seltzer (602) 542-7044 wseltzer@azdohs.gov

Grant Timeline

March 2, 2012 no later than 5:00 PM (Arizona Time) - Application due to AZDOHS

March 5 - March 9, 2012 AZDOHS reviews grant applications

March 12 - March 30, 2012 Applicable applications will be reviewed by Working Groups as necessary. Regional Advisory Councils will provide recommendations to the Director of AZDOHS

TBD - AZDOHS Applications due to Federal DHS

On or before September 2012 - Awards will be made to local jurisdictions and state agencies

Grant Period - Start date will be determined by the date on the official award notice to Arizona from U.S. DHS. The local jurisdictions grant award period will not exceed 12 months

STATE OF ARIZONA
Department of Homeland Security
2012 STATE HOMELAND SECURITY GRANT PROGRAM APPLICATION

FOR THIS SECTION BE SURE TO CHOOSE A PROGRAM

Grant #: **Applicant:**

Project Title:

Grant Program:

PROJECT ADMINISTRATIVE PAGE

<p>1. Applicant <input type="text" value="Gila County Health & Emergency Services"/></p> <p>Applicant Address:</p> <p>Mailing Address: <input type="text" value="5515 S. Apache Ave., Ste"/></p> <p>City/State/Zip: <input type="text" value="Globe"/> <input type="text" value="AZ"/> <input type="text" value="85501"/></p> <p>City: _____ State: _____ Zip Code: _____</p> <p>Head of Agency</p> <p>Title: <input type="text" value="Mrs."/> First Name: <input type="text" value="Tommie"/> Last Name: <input type="text" value="Martin"/></p> <p>Phone #: <input type="text" value="928-425-3251"/></p> <p>E-Mail Address: <input type="text" value="tmartin@co.gila.az.us"/></p> <p>Agency's Point of Contact Information</p> <p>Title: _____ First Name: <input type="text" value="Debra"/> Last Name: <input type="text" value="Williams"/></p> <p>Phone #: <input type="text" value="928-402-8763"/></p> <p>Cell Phone #: <input type="text" value="928-701-1811"/></p> <p>E-Mail Address: <input type="text" value="dwilliams@co.gila.az.us"/></p>	<p>2. Organization Type</p> <p><input type="text" value="County"/></p> <p>3. Region or Entity: <input type="text" value="East Region"/></p> <p style="text-align: center;">Program Initiatives</p> <p>4a. SHSGP, MMRS, CCP: <input type="text" value="Expand Regional Collaboration"/></p> <p>4b. Phoenix UASI: <input type="text" value="Choose Initiative"/></p> <p>4c. Tucson UASI: <input type="text" value="Choose Initiative"/></p> <p>4d. Is this LETPA?: <input type="text" value="No"/></p> <p>5. Total Dollar Amount Requested: \$33,000</p>
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6. Enter the 2011 - 2014 State Homeland Security Strategy Objectives (EXAMPLE : 1.1.0) and Action Item(s) Numbers (EXAMPLE:1.1.4) that relate to this project. To learn more about the strategy visit this website:

<http://www.azdohs.gov/Grants/SHSS.asp>

1.6.0-1.6.1; 2.3.0-2.3.1,2.3.2,2.3.3,2.3.4; 5.1.0-5.1.2; 5.3.0-5.3.1, 5.3.2; 5.4.0-5.4.3; 5.5.0-5.5.1;

7. Identify the primary National Priority that is supported by this project from the drop down box below.

8. Is this project new or ongoing? If the project is ongoing, identify the corresponding projects and funding amounts for each year as applicable. Also, for the current grant cycle, please identify, if any, requests for funding from other funding sources i.e. EOC, EMPG etc..

The is a new request for the FFY2012 grant cycle.

9. Can partial funding be accepted for this project? If so, at what specific dollar amount(s), items, and quantities? Be sure to list the order of priority.

Counties receive minimal EMPG funding that can be used to support local training but is insufficient to support regional training and exercise collaboration. Partial funding will limit the ability of the region to provide NIMS/ICS response training.

10. Please list the multiple jurisdictions and/or disciplines served by this project. Include POC information for each partnering agency.

Gila County POC: Debra Williams 928-402-8763 dwilliams@co.gila.az.us; Pinal County POC: Lou Miranda 520-866-6942 lou.miranda@pinalcountaz.gov; Graham County POC: Brian Douglas 928-425-1962 bdouglas@graham.az.gov; Greenlee County POC: Steve Rutherford 928-865-9114 srutherford@co.greenlee.az.us

APPROVAL PROCESS

The signatures below verify the approval process. All parties signify that all aspects of this project are allowable, reasonable and justifiable in accordance with published federal grant guidelines.

Project Point of Contact or Agency's Authorized Individual	<input type="text" value="Debra L Williams"/>	
	<small>Typed Name</small>	<small>Signature</small>
AZDOHS Strategic Planner or Assistant Director Planning & Preparedness	<input type="text"/>	<input type="text"/>

STATE OF ARIZONA
Department of Homeland Security

2012 STATE HOMELAND SECURITY GRANT PROGRAM APPLICATION

Grant #:

Applicant:

Gila County Health & Emergency Services

Project Title:

East Region Training & Exercise

PROJECT NARRATIVE

11. Provide a summary description (scope of work) for this project as well as a description of the need. Be sure to include how this project will support and enhance jurisdictional capabilities that are directly related to the Initiative identified on the previous tab under item 4. The character limit for this section is 1,000. Do not use any special characters such as a hyphen or apostrophe.

East Region Emergency Managers will collaborate to provide NIMS/ICS required trainings that will develop and enhance interaction and capabilities in EOC/ICS positions; improve EOC/ICS Interface and provide for annual NIMS Compliance.

12. What is the sustainability plan for this project/equipment?

Personnel will be identified to attend Train-the-Trainer courses that will assist to sustain most annual NIMS requirements.

13. Provide a summary of the current state of this project, its objectives and any outcomes to be completed prior to this funding. The character limit for this section is 1,000. Do not use any special characters such as a hyphen or apostrophe.

This project should enhance regional capabilities to respond to mutual aid requests for EOC/ICS personnel support.

STATE OF ARIZONA
Department of Homeland Security

2012 STATE HOMELAND SECURITY GRANT PROGRAM APPLICATION

Grant #:

Applicant:

Gila County Health & Emergency Services

Project Title:

East Region Training & Exercise

PROJECT JUSTIFICATION

14a. Explain how this project supports the State Homeland Security Strategy.

To learn more about the State Homeland Security Strategy, refer to the following website:

<http://www.azdohs.gov/Grants/SHSS.asp>

This projects provides for engagement of government and community leadership in multi-discipline, multi-jurisdictional training and exercise efforts and directly links to SHSS Capabilities: 1.6.0-1.6.1,1.6.4 2.3.0-2.3.1,2.3.2,2.3.3,2.3.4 5.1.0-5.1.2 5.3.0-5.3.1,5.3.2 5.4.0-5.4.3 5.5.0-5.5.1

14b. Include how this project fits into one (or more) of the State Initiatives. Please refer to the "PROJECT ADMIN TAB" under Item 4. Provide any additional justification that supports this project. The character limit for this section is 1,000. Do not use any special characters such as a hyphen or apostrophe.

Expanding Regional Collaboration through training and exercise supports multiple State Initiatives to enhance common capabilities, continued support of NIMS integration into public and private sector training and exercise, and assuring SOPs across jurisdictions and disciplines.

15. Describe in detail the goals and objectives of the proposed project. Be sure to address what your organization's current capabilities are, and how the current capabilities of your organization will be impacted or enhanced as a result of this grant. The character limit for this section is 1,000. Do not use any special characters such as a hyphen or apostrophe.

This project is intended to strenghten regional Emergency Operation Center capabilities through improved understanding of Mutual Aid implementation, stakeholder integration and communication.

STATE OF ARIZONA
Department of Homeland Security

2012 STATE HOMELAND SECURITY GRANT PROGRAM APPLICATION

Grant #:

Applicant:

Gila County Health & Emergency Services

Project Title:

East Region Training & Exercise

TARGET CAPABILITIES ASSESSMENT

16. From the 37 Target Capabilities please identify, from the drop down menu, no more than three Target Capabilities supported by this project in priority order. Then enter the proposed amount of funding to be obligated for each Target Capability from this project. To access the Target Capabilities List click on the link below.

<http://www.fema.gov/pdf/government/training/tcl.pdf>

Emergency Operations Center Management

Enter Amount:

\$33,000

Choose Target Capabilities

Enter Amount:

\$0

Choose Target Capabilities

Enter Amount:

\$0

This amount should equal the total amount being requested for this project.

\$33,000

17. How will the achieved goals and objectives of this project buy down the risk to your jurisdiction and region?

Improve the capabilities of essential personnel to collaborate and coordinate large-scale all-hazard events.

STATE OF ARIZONA
Department of Homeland Security

2012 STATE HOMELAND SECURITY GRANT PROGRAM APPLICATION

Grant #:

Applicant:

Project Title:

MILESTONES

18. Provide specific milestones for the project during the course of the performance period. Each milestone (up to 4) should provide a clear description of the projected outcome. Note: If this grant is awarded, the milestones, as identified below, are required to be fulfilled as part of the grant requirement. The grant performance period is 12 months and the projected funding cycle is October 2012 - September 2013. Extensions will only be considered under extenuating circumstances, and additional supporting documentation will be required. Do not use any special characters such as a hyphen or apostrophe.

Milestone 1

Description:	Start Date	End Date
Collaboration on a regional training and exercise calendar.	10/01/2012	12/31/2012

Milestone 2

Description:	Start Date	End Date
Initiation of training and exercise planning.	01/01/2013	03/31/2013

Milestone 3

Description:	Start Date	End Date
On-going training and regional execution of at least 1 Tabletop and Functional Drill.	04/01/2013	06/30/2013

Milestone 4

Description:	Start Date	End Date
Exercise AAR workshops; evaluation of future training and exercise needs; NIMS compliance review and regional NIMSCAST workshop.	07/01/2013	09/30/2013

STATE OF ARIZONA
Department of Homeland Security

2012 STATE HOMELAND SECURITY GRANT PROGRAM APPLICATION

Grant #:

Applicant:

Project Title:

TRAINING - BUDGET NARRATIVE AND BUDGET DETAIL WORKSHEET

All training must be in accordance with and approved by the State Training POC, prior to any contracted services with training provider. Any grant funds used for Communications Unit training must be in compliance with the Arizona Communications Unit Training Coordination Procedure.

More information on the Arizona Communications Unit Training Coordination Procedure can be found at:

<http://azpsic.gov/library/standards/default.htm>

FEMA approved training class, course number, title and/or conference/training event:

<https://www.firstrespondertraining.gov>

Enter a brief course description. MUST include: 1) proposed location, 2) training provider, 3) provider address, 4) provider point of contact, number and website, 5) estimated number of participants.

Practical experience with emergency management operations response to Type 2 or 3 all hazard events utilizing MACS. Proposed location: Gila County Emergency Operations Center, 5515 S. Apache Ave., Suite 400, Globe AZ 85501. POC Debra Williams 928-402-8763. Estimated participants: 15

How does the requested training support FEMA mission scope to prepare personnel to prevent, protect, respond to and recover from all critical hazards?

Overall coordination of resource and response in an EOC during large events that trigger MACS.

How does the requested training enhance/sustain capabilities that support the UASI or SHSGP Strategy?

Will enhance emergency management skills needed to effectively coordinate and support response activities during scaleable events through practical experience.

Mission Area

Training Level

Projected Number of Deliveries (1 or Greater)	Backfill Overtime	Workshops Conferences	Trainers Contractors Consultants	Supplies	Travel	Total
1	\$0	\$0	\$10,500	\$0	\$0	
Total Cost for All Deliveries	\$0	\$0	\$10,500	\$0	\$0	\$10,500

If requesting supplies, you must provide a list of all consummable supplies requested.

Section 2

FEMA approved training class, course number, title and/or conference/training event:

<https://www.firstrespondertraining.gov>

Enter a brief course description. MUST include: 1) proposed location, 2) training provider, 3) provider address, 4) provider point of contact, number and website, 5) estimated number of participants.

Practical experience in and Emergency Operations Center environment for Elected Officials, EOC personnel, public safety and community leaders. Proposed location: Gila County Emergency Operations Center, 5515 S. Apache Ave., Ste 400, Globe, AZ 85501; POC Debra Williams 928-402-8763. Estimated participants: 15

How does the requested training support FEMA mission scope to prepare personnel to prevent, protect, respond to and recover from all critical hazards?

Engages stakeholder partnerships when implementing emergency operations plans by replicating roles of various EOC personnel.

How does the requested training enhance/sustain capabilities that support the UASI or SHSGP Strategy?

Strengthens stakeholder collaboration in all-hazard emergency preparedness.

Mission Area

Training Level

Projected Number of Deliveries (1 or Greater)	Backfill Overtime	Workshops Conferences	Trainers Contractors Consultants	Supplies	Travel	Total
1	\$0	\$0	\$10,500	\$0	\$0	
Total Cost for All Deliveries	\$0	\$0	\$10,500	\$0	\$0	\$10,500

If requesting supplies, you must provide a list of all consummable supplies requested.

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Section 3

FEMA approved training class, course number, title and/or conference/training event:

<https://www.firstrespondertraining.gov>

TX-004-RESP Enhanced Emergency Operations Center

Enter a brief course description. MUST include: 1) proposed location, 2) training provider, 3) provider address, 4) provider point of contact, number and website, 5) estimated number of participants.

Practical application of skills needed to work in and Emergency Operations Center. Proposed location: Gila County Emergency Operations Center, 5515 S. Apache Ave., Suite 400, Globe, AZ 85501. POC: Debra Williams 928-402-8763. Estimated participants: 15

How does the requested training support FEMA mission scope to prepare personnel to prevent, protect, respond to and recover from all critical hazards?

Provides opportunities to demonstrate and perform position skills necessary for managing large scale all-hazard events.

How does the requested training enhance/sustain capabilities that support the UASI or SHSGP Strategy?

Increase readiness and response capabilities of essential EOC personnel.

Mission Area

Training Level

Projected Number of Deliveries (1 or Greater)	Backfill Overtime	Workshops Conferences	Trainers Contractors Consultants	Supplies	Travel	Total
<input type="text" value="1"/>	<input type="text" value="\$0"/>	<input type="text" value="\$0"/>	<input type="text" value="\$10,500"/>	<input type="text" value="\$0"/>	<input type="text" value="\$0"/>	
Total Cost for All Deliveries	<input type="text" value="\$0"/>	<input type="text" value="\$0"/>	<input type="text" value="\$10,500"/>	<input type="text" value="\$0"/>	<input type="text" value="\$0"/>	<input type="text" value="\$10,500"/>

If requesting supplies, you must provide a list of all consummable supplies requested.

Section 4

FEMA approved training class, course number, title and/or conference/training event:

<https://www.firstrespondertraining.gov>

Enter a brief course description. MUST include: 1) proposed location, 2) training provider, 3) provider address, 4) provider point of contact, number and website, 5) estimated number of participants.

How does the requested training support FEMA mission scope to prepare personnel to prevent, protect, respond to and recover from all critical hazards?

How does the requested training enhance/sustain capabilities that support the UASI or SHSGP Strategy?

Mission Area

Training Level

Projected Number of Deliveries (1 or Greater)	Backfill Overtime	Workshops Conferences	Trainers Contractors Consultants	Supplies	Travel	Total
<input type="text" value="0"/>	<input type="text" value="\$0"/>					
Total Cost for All Deliveries	<input type="text" value="\$0"/>					

If requesting supplies, you must provide a list of all consummable supplies requested.

Section 5

FEMA approved training class, course number, title and/or conference/training event:

<https://www.firstrespondertraining.gov>

Enter a brief course description. MUST include: 1) proposed location, 2) training provider, 3) provider address, 4) provider point of contact, number and website, 5) estimated number of participants.

How does the requested training support FEMA mission scope to prepare personnel to prevent, protect, respond to and recover from all critical hazards?

How does the requested training enhance/sustain capabilities that support the UASI or SHSGP Strategy?

Mission Area

Training Level

Projected Number of Deliveries (1 or Greater)	Backfill Overtime	Workshops Conferences	Trainers Contractors Consultants	Supplies	Travel	Total
<input type="text" value="0"/>	<input type="text" value="\$0"/>					
Total Cost for All Deliveries	<input type="text" value="\$0"/>					

If requesting supplies, you must provide a list of all consummable supplies requested.

Section 6

FEMA approved training class, course number, title and/or conference/training event:

<https://www.firstrespondertraining.gov>

Enter a brief course description. MUST include: 1) proposed location, 2) training provider, 3) provider address, 4) provider point of contact, number and website, 5) estimated number of participants.

How does the requested training support FEMA mission scope to prepare personnel to prevent, protect, respond to and recover from all critical hazards?

How does the requested training enhance/sustain capabilities that support the UASI or SHSGP Strategy?

Mission Area

Training Level

Projected Number of Deliveries (1 or Greater)	Backfill Overtime	Workshops Conferences	Trainers Contractors Consultants	Supplies	Travel	Total
<input type="text" value="0"/>	<input type="text" value="\$0"/>					
Total Cost for All Deliveries	<input type="text" value="\$0"/>					

If requesting supplies, you must provide a list of all consummable supplies requested.

Section 7

FEMA approved training class, course number, title and/or conference/training event:

<https://www.firstrespondertraining.gov>

Enter a brief course description. MUST include: 1) proposed location, 2) training provider, 3) provider address, 4) provider point of contact, number and website, 5) estimated number of participants.

How does the requested training support FEMA mission scope to prepare personnel to prevent, protect, respond to and recover from all critical hazards?

How does the requested training enhance/sustain capabilities that support the UASI or SHSGP Strategy?

Mission Area

Training Level

Projected Number of Deliveries (1 or Greater)	Backfill Overtime	Workshops Conferences	Trainers Contractors Consultants	Supplies	Travel	Total
0	\$0	\$0	\$0	\$0	\$0	
Total Cost for All Deliveries	\$0	\$0	\$0	\$0	\$0	\$0

If requesting supplies, you must provide a list of all consummable supplies requested.

Section 8

FEMA approved training class, course number, title and/or conference/training event:

<https://www.firstrespondertraining.gov>

Enter a brief course description. MUST include: 1) proposed location, 2) training provider, 3) provider address, 4) provider point of contact, number and website, 5) estimated number of participants.

How does the requested training support FEMA mission scope to prepare personnel to prevent, protect, respond to and recover from all critical hazards?

How does the requested training enhance/sustain capabilities that support the UASI or SHSGP Strategy?

Mission Area

Training Level

Projected Number of Deliveries (1 or Greater)	Backfill Overtime	Workshops Conferences	Trainers Contractors Consultants	Supplies	Travel	Total
0	\$0	\$0	\$0	\$0	\$0	
Total Cost for All Deliveries	\$0	\$0	\$0	\$0	\$0	\$0

If requesting supplies, you must provide a list of all consummable supplies requested.

TOTAL TRAINING COSTS	\$0	\$0	\$31,500	\$0	\$0	\$31,500
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STATE OF ARIZONA
Department of Homeland Security

2012 STATE HOMELAND SECURITY GRANT PROGRAM PROJECT APPLICATION

Grant #: Applicant:

Project Title:

EXERCISE - BUDGET NARRATIVE & BUDGET DETAIL WORKSHEET

Must be conducted in accordance with the Homeland Security Exercise Evaluation Program (HSEEP).
https://hseep.dhs.gov/pages/1001_HSEEP7.aspx
 Each Exercise event must be explained in detail. Personnel dollar amounts must list out fringe benefits and costs. Fringe benefits on overtime hours are limited to FICA, Workers' Compensation, and Unemployment Compensation. **(Medicare is NOT a reimbursable cost for personnel Backfill/Overtime).** All Equipment associated with Exercise must be listed on the "Equipment Budget Narrative" page only. **The character limit for this section is 1,000.**
 Travel, Lodging and Per Diem rates based on the Arizona Accounting Manual, that can be found at the following website:
<http://www.gao.az.gov/publications/SAAM/SAAM-2d-022008.pdf>

EXERCISE LEVEL: (Table Top, Functional, Full Scale)

EXERCISE DESCRIPTION: Provide a description of this exercise event. Each allowable exercise expense category must be listed and a brief description provided of each item and how it will be utilized. Estimated costs must be listed: Personnel, Travel, and Supplies, etc. If requesting supplies, provide a list of all consumable supplies requested.

Supplies: Consumables to support planning meetings and exercise.

Backfill Overtime	Contractors Consultants	Design Develop	Exercise Planning	Travel	Supplies	Total
\$0	\$0	\$0	\$0	\$0	\$500	\$500

EXERCISE LEVEL: (Table Top, Functional, Full Scale)

EXERCISE DESCRIPTION: Provide a description of this exercise event. Each allowable exercise expense category must be listed and a brief description provided of each item and how it will be utilized. Estimated costs must be listed: Personnel, Travel, and Supplies, etc. If requesting supplies, provide a list of all consumable supplies requested.

Supplies: Consumables to support planning meeting and exercise.

Backfill Overtime	Contractors Consultants	Design Develop	Exercise Planning	Travel	Supplies	Total
\$0	\$0	\$0	\$0	\$0	\$1,000	\$1,000

EXERCISE LEVEL: (Table Top, Functional, Full Scale)

EXERCISE DESCRIPTION: Provide a description of this exercise event. Each allowable exercise expense category must be listed and a brief description provided of each item and how it will be utilized. Estimated costs must be listed: Personnel, Travel, and Supplies, etc. If requesting supplies, provide a list of all consumable supplies requested.

Backfill Overtime	Contractors Consultants	Design Develop	Exercise Planning	Travel	Supplies	Total
\$0	\$0	\$0	\$0	\$0	\$0	\$0

Backfill Overtime	Contractors Consultants	Design Develop	Exercise Planning	Travel	Supplies	Total
\$0	\$0	\$0	\$0	\$0	\$1,500	\$1,500

STATE OF ARIZONA
Department of Homeland Security

2012 STATE HOMELAND SECURITY GRANT PROGRAM PROJECT APPLICATION

Grant #:

Applicant:

Project Title:

ORGANIZATION - BUDGET NARRATIVE & BUDGET DETAIL WORKSHEET

Each Organization activity must be explained in detail. Personnel dollar amounts must list out fringe benefits and costs. Fringe benefits on overtime hours are limited to FICA, Workers' Compensation, and Unemployment Compensation. **(Medicare is NOT a reimbursable cost for personnel Backfill/Overtime)**. All Equipment associated with Organization must be listed on the "Equipment Budget Narrative" page only. ***The character limit for this section is 1,000.***

Travel, Lodging and Per Diem rates based on the Arizona Accounting Manual, that can be found at the following website:
<http://www.gao.az.gov/publications/SAAM/SAAM-2d-022008.pdf>

Enter the 2011 - 2014 State Homeland Security Strategy Objectives (EXAMPLE : 1.1.0) and Action Item(s) Numbers (EXAMPLE:1.1.4) that relate to this project.:

Provide a description of this Organization activity. Each allowable organization expense category must be listed and a brief description provided of each item and how it will be utilized.

Overtime for Information, Investigative and Intelligence Sharing Activities

Select Operational Expenses Associated with Increased Security Measures at CI Sites as Declared by Federal DHS.

New Staff Positions, Contractors, or Consultants for Participation in Information, Intelligence Analysis and Sharing Groups or Fusion Center Activities

Enter the 2011 - 2014 State Homeland Security Strategy Objectives (EXAMPLE : 1.1.0) and Action Item(s) Numbers (EXAMPLE:1.1.4) that relate to this project.:

Provide a description of this Organization activity. Each allowable organization expense category must be listed and a brief description provided of each item and how it will be utilized.

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Enter the 2011 - 2014 State Homeland Security Strategy Objectives (EXAMPLE : 1.1.0) and Action Item(s) Numbers (EXAMPLE:1.1.4) that relate to this project.:

Provide a description of this Organization activity. Each allowable organization expense category must be listed and a brief description provided of each item and how it will be utilized.

Overtime for Information, Investigative and Intelligence Sharing Activities

Select Operational Expenses Associated with Increased Security Measures at CI Sites as Declared by Federal DHS.

New Staff Positions, Contractors, or Consultants for Participation in Information, Intelligence Analysis and Sharing Groups or Fusion Center Activities

TOTAL ORGANIZATION COSTS

STATE OF ARIZONA
Department of Homeland Security

2012 STATE HOMELAND SECURITY GRANT PROGRAM APPLICATION

Grant #:

Applicant:

Project Title:

APPLICATION - SUMMARY

<u>FUNDING CATEGORIES</u>	<u>TOTAL</u>
<input type="text" value="EQUIPMENT"/>	<input type="text" value="\$0"/>
<input type="text" value="TRAINING"/>	<input type="text" value="\$31,500"/>
<input type="text" value="EXERCISE"/>	<input type="text" value="\$1,500"/>
<input type="text" value="PLANNING"/>	<input type="text" value="\$0"/>
<input type="text" value="ORGANIZATION"/>	<input type="text" value="\$0"/>
<input type="text" value="M & A"/>	<input type="text" value="\$0"/>
<input type="text" value="APPLICATION TOTAL"/>	<input type="text" value="\$33,000"/>

Grant Number
Application Number

Arizona Department of Homeland Security
1700 West Washington Street, Suite 210
Phoenix, AZ 85007

Project Summary

Local Unit of Government:	Gila County Health & Emergency Services
Award Amount:	\$33,000
Project Title:	East Region Training & Exercise
Project Description:	East Region Emergency Managers to will collaborate to provide NIMS/ICS required trainings that will develop and enhance interaction and capabilities in EOC/ICS positions; improve EOC/ICS Interface and provide for annual NIMS Compliance.
Project Type:	Enhance capabilities to respond to all-hazards events
Primary Target Capability:	Emergency Operations Center Management
HSGP Investment Supported:	Enhance Regional Collaboration
HSGP Primary Goal:	Goal 5 - Respond to Incidents
HSGP Objective:	Increase the ability for Arizona's essential personnel to respond to locations as needed during incidents of ci
Phoenix UASI Investment Supported:	Enhance Regional Collaboration
Phoenix UASI Primary Goal:	Choose a Phoenix UASI Goal
Phoenix UASI Objective:	Choose a Phoenix UASI Objective
Tucson UASI Investment Supported:	Enhance Regional Collaboration
Tucson UASI Primary Goal:	Choose a Tucson UASI Goal
Tucson UASI Objective:	Choose a Tucson UASI Objective
Funding Source:	SHSGP - STATE HOMELAND SECURITY GRANT PROGRAM

2012 Budget Summary

Grant Number:
 Application Number:

Allowable Planning Costs	SHSGP	UASI	MMRS	CCP	LETPA	Choose Primary Discipline
Developing hazard/threat-specific annexes that incorporate the range of prevention, protection, response, and recovery activities	\$0	\$0	\$0	\$0	\$0	Click Discipline
Developing and implementing homeland security support programs and adopting ongoing DHS National Initiatives	\$0	\$0	\$0	\$0	\$0	Click Discipline
Developing related terrorism prevention activities	\$0	\$0	\$0	\$0	\$0	Click Discipline
Developing and enhancing plans and protocols	\$0	\$0	\$0	\$0	\$0	Click Discipline
Developing or conducting assessments	\$0	\$0	\$0	\$0	\$0	Click Discipline
Hiring of full- or part-time staff or contract/consultants to assist with planning activities (not for the purpose of hiring public safety personnel fulfilling traditional public safety duties)	\$0	\$0	\$0	\$0	\$0	Click Discipline
Conferences to facilitate planning activities	\$0	\$0	\$0	\$0	\$0	Click Discipline
Materials required to conduct planning activities	\$0	\$0	\$0	\$0	\$0	Click Discipline
Travel/per diem related to planning activities	\$0	\$0	\$0	\$0	\$0	Click Discipline
Overtime and backfill costs (IAW operational Cost Guidance)	\$0	\$0	\$0	\$0	\$0	Click Discipline
Planning Totals	\$0	\$0	\$0	\$0	\$0	\$0
Allowable Organizational Activities	SHSGP	UASI	MMRS	CCP	LETPA	Choose Primary Discipline
Overtime for information, investigative, and intelligence sharing activities (up to 50 percent of the allocation)	\$0	\$0	N/A	N/A	\$0	Click Discipline
Reimbursement for select operational expenses associated with increased security measures at critical infrastructure sites incurred during periods of DHS declared alert (up to 50 percent of the allocation)	\$0	\$0	N/A	N/A	\$0	Click Discipline
Hiring of new staff positions/contractors/consultants for participation in information/intelligence analysis and sharing groups or fusion center activities (up to 50 percent of the allocation)	\$0	\$0	N/A	N/A	\$0	Click Discipline
Organizational Totals	\$0	\$0	\$0	\$0	\$0	\$0
Allowable Equipment Categories	SHSGP	UASI	MMRS	CCP	LETPA	Choose Primary Discipline
Personal Protective Equipment	\$0	\$0	\$0	\$0	\$0	Click Discipline
Explosive Device Mitigation and Remediation Equipment	\$0	\$0	N/A	N/A	\$0	Click Discipline
CBRNE Operational Search and Rescue Equipment	\$0	\$0	\$0	\$0	\$0	Click Discipline
Information Technology	\$0	\$0	\$0	\$0	\$0	Click Discipline
Cyber Security Enhancement Equipment	\$0	\$0	\$0	\$0	\$0	Click Discipline
Interoperable Communications Equipment	\$0	\$0	\$0	\$0	\$0	Click Discipline
Detection	\$0	\$0	\$0	N/A	\$0	Click Discipline
Decontamination	\$0	\$0	\$0	N/A	N/A	Click Discipline
Medical	\$0	\$0	\$0	\$0	N/A	Click Discipline
Power	\$0	\$0	\$0	\$0	\$0	Click Discipline
CBRNE Reference Materials	\$0	\$0	\$0	N/A	\$0	Click Discipline
CBRNE Incident Response Vehicles	\$0	\$0	\$0	N/A	\$0	Click Discipline
Terrorism Incident Prevention Equipment	\$0	\$0	N/A	N/A	\$0	Click Discipline
Physical Security Enhancement Equipment	\$0	\$0	N/A	N/A	\$0	Click Discipline
Inspection and Screening Systems	\$0	\$0	\$0	N/A	\$0	Click Discipline
Agriculture Terrorism Prevention, Response, and Mitigation Equipment	\$0	\$0	\$0	N/A	N/A	Click Discipline
CBRNE Prevention and Response Watercraft	\$0	\$0	N/A	N/A	\$0	Click Discipline
CBRNE Aviation Equipment	\$0	\$0	\$0	N/A	\$0	Click Discipline
CBRNE Logistical Support Equipment	\$0	\$0	\$0	\$0	\$0	Click Discipline
Intervention Equipment	\$0	\$0	N/A	N/A	\$0	Click Discipline
Other Authorized Equipment	\$0	\$0	\$0	\$0	\$0	Click Discipline
Equipment Totals	\$0	\$0	\$0	\$0	\$0	\$0
Allowable Training Costs	SHSGP	UASI	MMRS	CCP	LETPA	Choose Primary Discipline
Overtime and backfill for emergency preparedness	\$0	\$0	\$0	\$0	\$0	Click Discipline
Training workshops and conferences	\$0	\$0	\$0	\$0	\$0	Click Discipline
Full- or part-time staff or contractors/consultants	\$31,500	\$0	\$0	\$0	\$0	Emergency Management
Travel	\$0	\$0	\$0	\$0	\$0	Click Discipline
Supplies	\$0	\$0	\$0	\$0	\$0	Click Discipline
Training Totals	\$31,500	\$0	\$0	\$0	\$0	\$31,500
Allowable Exercise Related Costs	SHSGP	UASI	MMRS	CCP	LETPA	Choose Primary Discipline
Design, Develop, Conduct and Evaluate an Exercise	\$0	\$0	\$0	\$0	\$0	Click Discipline
Exercise planning workshop	\$0	\$0	\$0	\$0	\$0	Click Discipline
Full- or part-time staff or contractors/consultants	\$0	\$0	\$0	\$0	\$0	Click Discipline
Overtime and backfill costs, including expenses for part-time and volunteer emergency response personnel participating in FEMA exercises	\$0	\$0	\$0	\$0	\$0	Click Discipline
Implementation of HSEEP	\$0	\$0	\$0	\$0	\$0	Click Discipline
Travel	\$0	\$0	\$0	\$0	\$0	Click Discipline
Supplies	\$1,500	\$0	\$0	\$0	\$0	Emergency Management
Exercise Totals	\$1,500	\$0	\$0	\$0	\$0	\$1,500
Allowable Management & Administrative Costs	SHSGP	UASI	MMRS	CCP	LETPA	Choose Primary Discipline
Hiring of full- or part-time staff or contractors/consultants to assist with the management of the respective grant program, application requirements, compliance with reporting and data collection requirements	\$0	\$0	\$0	\$0	\$0	Click Discipline
Development of operating plans for information collection and processing necessary to respond to FEMA data calls	\$0	\$0	\$0	\$0	\$0	Click Discipline
Overtime and backfill costs	\$0	\$0	\$0	\$0	\$0	Click Discipline
Travel	\$0	\$0	\$0	\$0	\$0	Click Discipline
Meeting related expenses	\$0	\$0	\$0	\$0	\$0	Click Discipline
Authorized office equipment	\$0	\$0	\$0	\$0	\$0	Click Discipline
Recurring expenses such as those associated with cell phones and faxes during the period of performance of the grant program	\$0	\$0	\$0	\$0	\$0	Click Discipline
Leasing or renting of space for newly hired personnel during the period of performance of the grant program	\$0	\$0	\$0	\$0	\$0	Click Discipline
Management & Administrative Totals	\$0	\$0	\$0	\$0	\$0	\$0
Grand Totals	\$33,000	\$0	\$0	\$0	\$0	\$33,000

Arizona Department of Homeland Security
Financial Systems Survey

Name of Organization: Gila County Health & Emergency Services

Person completing survey: Debra Williams

Date: 3/2/2012

Email: dwilliams@co.gila.az.us

PLEASE ANSWER EVERY QUESTION BY CHECKING THE APPROPRIATE BOX. ATTACH MATERIALS AND DOCUMENT Comments AS REQUIRED.

As stewards of federal and state funds, the Arizona Department of Homeland Security (AZDOHS) prefers to award funds to organizations (regardless of how small or large) that are both capable of achieving project goals/objectives and upholding their responsibility for properly managing funds as they achieve those objectives.

This survey will be used primarily for initial monitoring of the organization. This survey may also be used in evaluating the financial capability of the organization in the award process. Deficiencies should be addressed for corrective action and the organization should consider procuring technical assistance in correcting identified problems.

A. GENERAL INFORMATION

1. Has your organization received a Federal or State Grant within the last two years?

Yes No

2. Has your organization received funding from the Arizona Department of Homeland Security within the past two years? If yes, specify the grant contract numbers (for OSGP awards prior to FFY08 simply state "Stonegarden" in the blank provided): SHSGP 444403-03

Yes No SHSGP 555300-02; SHSGP 555300-03; CCP 555300-01; SHSGP 777304-01; CCP 777304-02; SHSGP 888300-02; CCP 888300-01

3. Has your organization been audited by an independent Certified Public Accountant within the past two years?

Yes No

4. Has your organization completed an A-133 Single Audit within the past two years?

Yes No

5. Has your organization been granted tax-exempt status by the Internal Revenue Service?

Yes No

6. If you answered YES to question #5 under what section of the IRS code?

501 C (3) 501 C (4) 501 C (5) 501 C (6) Other

7. Does your organization have established policies related to salary scales, fringe benefits, travel reimbursement and personnel policies?

Yes No

B. FUNDS MANAGEMENT

8. Which of the following describes your organization's accounting system?

Manual Automated Combination

9. How frequently do you post to the General Ledger?

Daily Weekly Monthly Other

10. Does the accounting system completely and accurately track the receipt and disbursements of funds by each

Yes No

11. Does the accounting system provide for the recording of actual costs compared to budgeted costs for each budget line item?

Yes No

12. Are time and effort distribution reports maintained for employees working fully or partially on state or federal grant programs which account for 100% of each employee's time?

Yes No

13. Is your organization familiar with Federal Cost Principles (i.e. OMB Circular A-87, A-122 or A-21)?

Yes No

C. INTERNAL CONTROLS

14. Are duties of the bookkeeper/accountant segregated from the duties of cash receipt or cash disbursement?

Yes No

15. Are checks signed by individuals whose duties exclude recording cash received, approving vouchers for payment and the preparation of payroll?

Yes No

16. Are all accounting entries and payments supported by source documentation?

Yes No

17. Are cash or in-kind matching funds supported by source documentation?

Yes No

18. Are employee time sheets supported by appropriately approved/signed documents?

Yes No

19. Does the organization maintain policies which include procedures for assuring compliance with applicable Code of Federal Regulations and terms of each grant award?

Yes No

D. PROCUREMENT

20. Does the organization maintain written codes of conduct for employees involved in awarding or administering procurement contracts?

Yes No

21. Does the organization conduct purchases in a manner that encourages open and free competition among vendors?

Yes No

22. Does the organization complete some level of cost or price analysis for every purchase?

Yes No

23. Does the organization maintain files and other source documentation sufficient to detail the history of each purchase?

Yes No

24. Does the organization maintain a system of contract administration to ensure contractor conformance with the terms and conditions of each contract?

Yes No

25. Does the organization maintain written procurement policies and procedures?

Yes No

Application Number: (AZDOHS Use Only):

Grant Number:

Arizona Department of Homeland Security

Standard Data Collection Form

A. Agency Information

Project Title (if applicable):

Agency:

Amount Requested:

Project Description:

Address:
(Address Line 1)

(Address Line 2)

(City) (State) (Zip code)

County:

Authorized Individual:
Name: (First Name) (Last Name)

Position / Title:

Email:

Phone: Ext.

Fax:

Employer Identification Number:

Agency Classification (This is based on your selection on the Project Administrative Page):

Have you previously conducted business with the State using this Employer Identification Number?

If No, Please go to the following website to download and complete the State of Arizona Substitute W-9 form. Please be sure to submit this form with y application.
<http://www.ica.state.az.us/forms/selfInsured/AZ-SubstituteW9.pdf>

In which Congressional (Federal) District is your agency headquartered? Enter District #:
<http://www.azredistricting.org> (click on Final Maps)

In which Legislative (State) District is your agency headquartered? Enter District #:
<http://www.azredistricting.org> (click on Final Maps)

Approximately how much FEDERAL funding will your organization expend in your current fiscal year?

What is your organization's fiscal year-end date? MM DD

Does your organization undergo an annual independent audit in accordance with OMB Circular A-133?

Please provide contact information of the audit firm conducting your audit:

Agency:

Address:
(Address Line 1)

(Address Line 2)

(City) (State) (Zip code)

Phone Number:

Fax:

Arizona Department of Homeland Security

Standard Data Collection Form

B. Contact Information (Please copy this portion as many times as needed.)

Program Agency - Indicates person with primary contact with the Arizona Department of Homeland Security and is directly responsible for ensuring the program plan is implemented. All future program correspondence will be sent to this person.

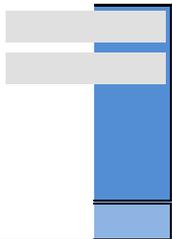
Fiscal Agency - Indicates person responsible for financial matters pertaining to this grant.

Collaborator - Indicates all persons/agencies that have been identified as a collaborator, partner, or host site as a requirement of this grant.

Agency Contact Type :	<input type="text" value="Program Agency"/>
Agency:	<input type="text" value="Gila County Health & Emergency Services"/>
Address:	<input type="text" value="Department of Emergency Management"/> <small>(Address Line 1)</small>
	<input type="text" value="5515 S. Apache Ave., Ste 400"/> <input type="text" value="Globe"/> <input type="text" value="AZ"/> <input type="text" value="85501"/> <small>(Address Line 2) (City) (State) (Zip code)</small>
County:	<input type="text" value="Gila"/>
Contact Person:	<input type="text" value="Debra"/> <input type="text" value="Williams"/> <small>(First Name) (Last Name)</small>
Position/Title:	<input type="text" value="Deputy Director"/>
Email:	<input type="text" value="dwilliams@co.gila.az.us"/>
Phone Number:	<input type="text" value="928-402-8763"/> Ext. <input type="text"/>
Fax:	<input type="text" value="928-425-7714"/>

Agency Contact Type :	<input type="text" value="Select Contact Type"/>
Agency:	<input type="text"/>
Address:	<input type="text"/> <small>(Address Line 1)</small>
	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <small>(Address Line 2) (City) (State) (Zip code)</small>
County:	<input type="text" value="Select County"/>
Contact Person:	<input type="text"/> <input type="text"/> <small>(First Name) (Last Name)</small>
Position/Title:	<input type="text"/>
Email:	<input type="text"/>
Phone Number:	<input type="text"/> Ext. <input type="text"/>
Fax:	<input type="text"/>

Agency Contact Type :	<input type="text" value="Select Contact Type"/>
Agency:	<input type="text"/>
Address:	<input type="text"/> <small>(Address Line 1)</small>
	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <small>(Address Line 2) (City) (State) (Zip code)</small>
County:	<input type="text" value="Select County"/>
Contact Person:	<input type="text"/> <input type="text"/> <small>(First Name) (Last Name)</small>
Position/Title:	<input type="text"/>
Email:	<input type="text"/>
Phone Number:	<input type="text"/> Ext. <input type="text"/>
Fax:	<input type="text"/>



our

85210



85501



Grant Number:

Arizona Department of Homeland Security

FFATA (Federal Funding Accountability and Transparency Act) Reporting Requirements

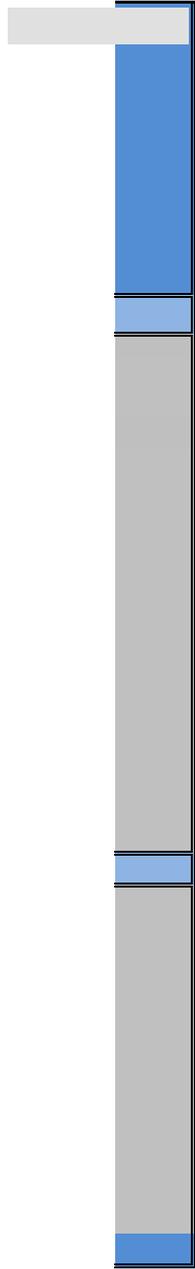
This section must be completed for any application greater than or equal to \$25,000

Name of Entity Receiving Award:	<input type="text" value="Gila County Health & Emergency Services"/>		
Requested Amount:	<input type="text" value="\$33,000"/>	Awarded Amount:	<input type="text"/> (AZDOHS use only)
Funding Agency:	<input type="text" value="Arizona Department of Homeland Security"/>		
CFDA Number:	<input type="text" value="97.067"/>		
Project Title:	<input type="text" value="East Region Training & Exercise"/>		
Location:	City: <input type="text" value="Globe"/>	State: <input type="text" value="AZ"/>	Congressional District: <input type="text" value="1, 4"/> http://www.azredistricting.org
DUNS Number:	<input type="text" value="183011634"/>		
1) Is 80% or more of your annual gross revenues from Federal Awards?	<input type="text" value="No"/>		
2) Do you receive \$25 Million or more annually from Federal Awards?	<input type="text" value="Yes"/>		

If you answered YES to BOTH questions, you MUST provide the following:

Names and Total Compensation of Top Five paid executives:

1:	Name <input type="text"/>	Total Compensation <input type="text"/>
2:	Name <input type="text"/>	Total Compensation <input type="text"/>
3:	Name <input type="text"/>	Total Compensation <input type="text"/>
4:	Name <input type="text"/>	Total Compensation <input type="text"/>
5:	Name <input type="text"/>	Total Compensation <input type="text"/>



STATE OF ARIZONA
Department of Homeland Security
2012 STATE HOMELAND SECURITY GRANT PROGRAM PROJECT APPLICATION

Points of Contact

Address Your State Homeland Security Grant Program Management Questions to the Individuals Listed Below

AZDOHS

Assistant Director of Planning and Preparedness

Lisa Hansen
(602) 542-7014
Lhansen@azdohs.gov

Assistant Director of Finance and Administration

Terry Riordan
(602) 542-7056
Triordan@azdohs.gov

Assistant Director of Community Preparedness

Cheryl Bowen
(602) 542-7077
Cbowen@azdohs.gov

Equipment Specialist

Michael Stidham
(602) 542-7041
Mstidham@azdohs.gov

NIMCAST COMPLIANCE (ADEM)

Mariano Gonzalez
Mariano.gonzalez@azdema.gov

REGIONAL STRATEGIC PLANNERS AND FINANCE SPECIALISTS

Central & North Regions,

Phoenix & Tucson UASI

Susan Dzbanko
Senior Strategic Planner
Office: (602) 542-1777
Cell: (602) 319-8837
Sdzbanko@azdohs.gov

Lois George
Grant & Finance Specialist
(602) 542-7047
Lgeorge@azdohs.gov

East & West Regions,

State Agencies

John Coughlin
Strategic Planner
Office: (602) 542-7012
Cell: (602) 568-2973
Jcoughlin@azdohs.gov

Kevin Guimond
Budget Manager
(602) 542-1716
Kguimond@azdohs.gov

South Region,

Operation Stonegarden

William Seltzer
Strategic Planner
Office: (602) 542-7044
Cell: (602) 568-5806
Wseltzer@azdohs.gov

Christina Ambroult
Project Specialist
(602) 542-7036
Cambroult@azdohs.gov

ADEM (Training & Exercise)

Homeland Security Training
Coordinator

Kathy Walker
Office: (602) 464-6264
katherine.walker@azdema.gov

Exercise Coordinator

Jan Lindner
Office: (602) 464-6218
jan.lindner@azdema.gov

Exercise Coordinator

Nichole Fortson
Office: (602) 464-6514
Nichole.fortson@azdema.gov



GILA COUNTY ATTORNEY
Daisy Flores

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

To whom it may concern:

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

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

A.R.S. § 11-952(D) requires that

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

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

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

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

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

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

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

Regular BOS Meeting

Meeting Date: 11/13/2012

Submitted For: Paula Horn, Deputy Director of Prevention Services

Submitted By: Paula Horn, Deputy Director of Prevention Services, Health & Emergency Services Division

Department: Health & Emergency Services Division

Division: Prevention Services

Fiscal Year: 2012-2013

Budgeted?: Yes

Contract Dates Begin & End: October 1, 2012 through September 30, 2013

Grant?: Yes

Matching Requirement?: No

Fund?: Renewal

Information

Request/Subject

Amendment No. 4 to the Intergovernmental Agreement (Contract No. ADHS11-004485) with Arizona Department of Health Services.

Background Information

The purpose of this Intergovernmental Agreement is to provide funding to the Nutrition Services Program for the continued provision of WIC (Womens, Infants and Children) program services to qualified families.

WIC helps families by providing checks to buy healthy supplemental foods, nutrition and health education, breastfeeding support, and help finding healthcare and other community services.

The Farmer's Market Nutrition program provides checks to WIC families and seniors to buy fresh produce from growers at local Farmer's Markets.

The Breastfeeding Peer Counseling program provides breastfeeding education, support and guidance to prenatal and breastfeeding mothers with the goal of increasing breastfeeding incidence and duration rates in Gila County.

In 2011 Arizona Department of Health Services changed to an electronic grant filing process (Procure.AZ.gov) and all existng contracts had new numbers assigned.

Evaluation

Amendment No. 4 will provide continued funding during FY 2013 to the current contract ADHS11-004485 for WIC Services, Breastfeeding Peer Counselor Program, and Farmers Market Nutrition Program.

Conclusion

Without this funding Gila County would be unable to provide WIC Services.

Recommendation

It is the recommendation of the Director of Health and Emergency Services that the Board of Supervisors approve Amendment No. 4 to an Intergovernmental Agreement (Contract No. ADHS11-004485) with the Arizona Department of Health Services in the amount of \$313,130 to extend services for the period of October 1, 2012, through September 30, 2013.

Suggested Motion

Approval of Amendment No. 4 to an Intergovernmental Agreement (Contract No. ADHS11-004485) between Gila County Division of Health and Emergency Services and the Arizona Department of Health Services in the amount of \$313,130 to extend services for the period of October 1, 2012, through September 30, 2013.

Attachments

Amendment No. 4 to Contract No. ADHS11-004485

Amendment No. 3

Amendment No. 2

Amendment No. 1

Original Contract No. ADHS11-004485

Legal Explanation

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 W. Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Contract No: ADHS11-004485	Amendment No. 4	Procurement Specialist Tracey Thomas/KH

- 1.1.4 To increase the rate infants are exclusively breastfed to forty-four percent (44%) at three (3) months and twenty-four percent (24%) at six (6) months;
 - 1.1.5 To reduce the proportion of adults who are considered obese to thirty-one percent (31%);
 - 1.1.6 To reduce the proportion of children ages two through five (2-5) who are considered obese to ten percent (10%);
 - 1.1.7 To increase the consumption and variety of fruits and vegetables by those two (2) and older;
 - 1.1.8 To increase the consumption of whole grains by those two (2) and older; and
 - 1.1.9 To increase the proportion of children ages zero through two (0-2) who view no television or videos on an average day to forty-five percent (45%).
2. Scope of Work, Page Twenty (20), Provision D, Tasks and Requirements, Section 4, Participant-Centered Nutrition Education, Items 4.1.1 through 4.1.4 are revised and replaced with the following:
- 4.1.1 Adoption and Implementation of the State goals for nutrition services. In addition, local agencies may identify their own goals for nutrition services in this plan if desired.
 - 4.1.2 Adoption and implementation of the State objectives for staff training and client interventions related to the goals for nutrition services. In addition, local agencies are required to provide at least one additional objective for each goal.
3. Scope of Work, Page Twenty-one (21), Provision D, Tasks and Requirements, Section 5, Staffing, Items 5.2 and 5.3 are revised and replaced with the following:
- 5.2 All local agencies with a caseload of greater than 4,000 will identify a Registered Dietitian (RD) to serve as the local agency Nutrition Coordinator. The nutrition coordinator will oversee all WIC nutrition services for the local agency. If a local agency has barriers to this staffing standard, they must be submitted in writing to ADHS with their plan for coordination of nutrition services within the local agency to be approved by ADHS.
 - 5.3 Provide a RD to perform high-risk and medium-risk counseling, formula authorization, and as necessary, certification of participants. The Contractor shall provide the RD services in a number proportional to the agency's high-risk caseload in accordance with the Arizona WIC Program Policies and Procedures Manual (WIC PPM). The Contractor may hire nutrition degree graduates or Registered Dietetic Technicians, to do medium-risk counseling, formula authorization, and as necessary participant certification under the direction of a RD. If a local agency has a barrier to having a RD on staff, the agency must submit in writing to ADHS with their plan for providing high risk nutrition counseling to participants.
4. Scope of Work, Page Twenty-two (22), Provision D, Tasks and Requirements, Section 6, Staff Training, Item 6.1 is revised and replaced with the following:
- 6.1 Implement the Blended Learning ADHS training plan for new staff.
5. Scope of Work, Page Twenty-five (25), Provision D, Tasks and Requirements, Section 8, Administrative Services, Item 8.11 is revised and replaced with the following:



INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT

ARIZONA DEPARTMENT OF HEALTH SERVICES
1740 W. Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax

Contract No: **ADHS11-004485**

Amendment No. **4**

Procurement Specialist
Tracey Thomas/KH

- 8.11 Prepare and submit a WIC Local Agency Mid-Year and Annual Cost Summary that matches the amount in the month of March and Final Yearly Closeout CER invoice respectively in accordance with the requirements in the WIC PPM;
- 6. Scope of Work, Page Twenty-five (25), Provision D, Tasks and Requirements, Section 8, Administrative Services, Item 8.16 is revised and replaced with the following:
 - 8.16 Prepare and submit a Local Agency Annual Summary of the local agency self-assessment(s). Local agency self-assessments must be done annually in the year that the local agency has a Management Evaluation, and semi-annually in the year that they do not have a Management Evaluation.
- 7. Scope of Work, Page Twenty-six (26), Provision D, Tasks and Requirements, Section 8, Administrative Services, Item 8.19 is renumbered to Item 8.21.
- 8. Scope of Work, Page Twenty-six (26), Provision D, Tasks and Requirements, Section 8, Administrative Services, the following is inserted to become Item 8.19:
 - 8.19 Provide at least a six (6) month written notice when planning on suspending WIC services at any location;
- 9. Scope of Work, Page Twenty-six (26), Provision D, Tasks and Requirements, Section 8, Administrative Services, insert the following language as Item 8.20:
 - 8.20 Provide at least one (1) FTE for User Acceptance Testing (UAT) of the HANDS system for agencies greater than 4,000.
 - 8.20.1 Characteristics of the tester(s)
 - 8.20.1.1 Senior Community Nutrition Worker (CNW) with a minimum of two (2) years experience in WIC, and using AIM;
 - 8.20.1.2 Proficient in use of computers, knowledge of WIC rules and regulations, and written communications; and
 - 8.20.1.3 Ability to train other individuals on the use of AIM.
 - 8.20.2 Roles of the tester(s)
 - 8.20.2.1 Follow script on new HANDs software to determine if it functions as required;
 - 8.20.2.2 Ability to fully and clearly document all discrepancies in performance;
 - 8.20.2.3 Ability to describe software operations in contrast to expected need at the local agency level, if necessary;
 - 8.20.2.4 Ability to mentor to others at clinic and agency level on new system during implementation;
 - 8.20.2.5 Desire to assume Super User role following implementation with their agency; and
 - 8.20.2.6 Commitment to excellence in role.



INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT

**ARIZONA DEPARTMENT OF
HEALTH SERVICES**
1740 W. Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax

Contract No: **ADHS11-004485**

Amendment No. **4**

Procurement Specialist
Tracey Thomas/KH

10. Scope of Work, Page Twenty-eight (28), Provision H, Performance Standards and Awards, Section 3, Item 3.3 is hereby deleted.
11. Scope of Work, Page Twenty-eight (28), Provision H, Performance Standards and Awards, Section 3, Item 3.4 is now renumbered to Item 3.3.
12. Scope of Work, Page Twenty-eight (28), Provision H, Performance Standards and Awards, Section 3, Item 3.5 is now renumbered to Item 3.4.
13. The Price Sheet in Amendment Three (3), Page Four (4), is hereby revised and replaced by the Price Sheet in Amendment Four (4), Page Five (5). The dollar amount decreased due to reduction in caseload. The revised Price Sheet for WIC Services is effective October 1, 2012;
 - a. **Personnel Costs** shall be decreased by **\$9,553.00** due to decrease in caseload,
 - b. **Employee Related Expenses** shall be increased by **\$51.00** due to benefit increase,
 - c. **Professional & Outside Services** shall remain at **\$1.00**,
 - d. **Travel Expenses** shall be increased by **\$5,047.00** due to travel between Globe and Payson increasing from six (6) to twelve (12) times a year,
 - e. **Occupancy Expenses** shall remain at **\$1.00**,
 - f. **Other Operating Expenses** shall be decrease by **\$840.00** due to decrease in cost of photocopier rental and maintenance and decrease in office supplies,
 - g. **Capital Outlay Expenses** shall remain at **\$1.00**,
 - h. **Indirect Costs** shall be increased by **\$60.00**.

In ProcureAZ, the Contract pricing "Items" tab will be updated upon execution of this Amendment Four (4) to reflect the following line item changes outlined in Amendment Four (4).



INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT

ARIZONA DEPARTMENT OF HEALTH SERVICES
 1740 W. Adams, Room 303
 Phoenix, Arizona 85007
 (602) 542-1040
 (602) 542-1741 Fax

Contract No: **ADHS11-004485**

Amendment No. **4**

Procurement Specialist
Tracey Thomas/KH

PRICE SHEET
WIC Services, BFPC and FMNP Services
 Effective Date: **October 1, 2012 to September 30, 2013**

WIC Services

Account Classification	Amount
Personnel	\$188,751.00
Employee Related Expenses	\$78,608.00
Professional & Outside Services	\$1.00
Travel Expense	\$12,205.00
Occupancy Expenses	\$1.00
Other Operating Expenses	\$19,563.00
Capital Expenditures	\$1.00
Indirect Costs	\$14,000
Total	\$313,130.00

Breastfeeding Peer Counseling Services

Account Classification	Amount
Personnel	\$28,600.00
Employee Related Expenses	\$12,375.00
Professional & Outside Services	\$1.00
Travel Expense	\$3,390.00
Occupancy Expenses	\$1.00
Other Operating Expenses	\$2,278.00
Capital Expenditures	\$1.00
Indirect Costs	\$4,097.00
Total	\$50,743.00

Farmer's Market Nutrition Program Services

Type of Service	Unit Rate	Unit of Measure	Estimated Number of Participants
WIC FMNP Check Issuance	\$1.25	WIC Participant	AS NEEDED

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 W. Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Contract No: ADHS11-004485	Amendment No. 4	Procurement Specialist Tracey Thomas/KH

Additional terms and conditions:

With prior written approval from the Program Manager, the Contractor is authorized to transfer up to a maximum of ten percent (10%) of the total budget amount between funded line items. Transfers of funds are only allowed between funded line items. Transfers exceeding ten percent (10%) or to a non-funded line item shall require an amendment.

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 modified with an official ADHS Procurement Change Order, and/or b.) an additional Purchase Order is issued for purchase of services under this Contract.

ADHS reserves the right to adjust awards given to local agencies depending on federal dollars received. Adjustments will be at the discretion of ADHS.

Additional WIC Program:

Should additional administrative monies become available through state or federal grants, ADHS may increase the purchase order to increase the number of participants served and increase the total of this contract.

The assigned caseload for FFY 2013 is: 1,475

Additional Breastfeeding Peer Counseling Program:

Allowable costs for the Peer Counseling Program include compensation for peer counselors and designated peer counselor managers/coordinators, and related costs such as training and training materials; telephone expenses for participant contacts (including pager, cell phones and answering machines); travel for training and home and hospital visits; recruitment of peer counseling staff; and the purchase of demonstration materials (e.g., breast pumps for demonstration purposes, videos). Out of state travel must be pre-approved by ADHS. Items and materials for distribution to WIC participants (e.g. breast pumps, breastfeeding aids, written materials) are not allowable costs.

Farmer's Market Nutrition Program:

If funding for additional FMNP checks becomes available and the contract budget (as shown on the Contract Price Sheet) has been fully expended, Contractor may choose whether or not to distribute the additional checks with no increase in the contract budget.



INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT

ARIZONA DEPARTMENT OF HEALTH SERVICES
1740 W Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax

Contract No: ADHS11-004485

Amendment No. 3

Rebecca O'Brien

WIC, BFPC, and FMNP Services

It is mutually agreed that the Intergovernmental Agreement referenced is amended, effective upon final signature unless specified otherwise, as follows:

- 1. Terms and Conditions, Page Four (4), Provision Four (4), Contract Administration and Operation, Item 4.4; Non-Discrimination language, is hereby revised and replaced with the following:

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.

- 2. Terms and Conditions, Page Six (6), Provision Four (4), Contract Administration and Operation, is hereby revised and adds the following:

(Continue on page 2)

All other provisions of this agreement remain unchanged.

Gila County Health Department

Contractor Name

5515 South Apache Avenue, Ste. 100

Address

Globe

Arizona

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

Date

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

Signature

Date

Printed Name

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

State of Arizona

Signed this 6th day of November 2011

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

RESERVED FOR USE BY THE SECRETARY OF STATE

Under House Bill 2011, A.R.S. § 11-952 was amended to remove the requirement that Intergovernmental Agreements be filed with the Secretary of State.



INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT

ARIZONA DEPARTMENT OF HEALTH SERVICES
1740 W. Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax

Contract No: **ADHS11-004485**

Amendment No. **3**

Rebecca O'Brien

WIC, BFPC, and FMNP Services

- 4.11 Federal Immigration and Nationality Act. The contractor shall comply with 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.
- 4.12 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.
- 4.13 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.
- 4.14 Offshore Performance of Work Prohibited. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

3. Terms and Conditions, Page Twelve (12), Provision Eighteen (18), (HIPAA) Health Insurance Portability and Accountability Act of 1996, is hereby revised and replaced with the following:

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.



INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT

**ARIZONA DEPARTMENT OF
HEALTH SERVICES**
1740 W Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax

Contract No: **ADHS11-004485**

Amendment No. **3**

Rebecca O'Brien

WIC, BFPC, and FMNP Services

4. Terms and Conditions, Page Twelve (12), Provision Nineteen (19), Compliance Requirements for A.R.S. § 41-4401, Government Procurement: E-Verify Requirement, Items 19.1, 19.2, 19.3 and 19.3, is hereby deleted in its entirety.
5. Terms and Conditions, Page Twelve (12), Provision Twenty (20), A.R.S. § 35-393 and A.R.S. § 35-391, is hereby deleted in its entirety.
6. Terms and Conditions, Page Thirteen (13), Provision Twenty-Three (23), (3), Pandemic Contractual Performance, hereby adds the following:
 3. The State, at any time, may request to see a copy of the written plan from the Contractor. The Contractor shall produce the written plan within seventy-two (72) hours of the request.
7. The Price Sheet in Amendment Two (2), Page Two (2), is hereby revised and replaced by the Price Sheet in Amendment Three (3), Page Four (4) The dollar amount decreased due to the reduction in caseload. In ProcureAZ the Contract will be updated in the "Items" tab upon execution of this Amendment Three (3), to reflect the following line item changes in Amendment Three (3).



INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT

**ARIZONA DEPARTMENT OF
HEALTH SERVICES**
1740 W. Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax

Contract No: **ADHS11-004485**

Amendment No. **3**

Rebecca O'Brien

WIC, BFPC, and FMNP Services

PRICE SHEET
WIC Services and BFPC Services
Effective: October 1, 2011 to September 30, 2012

WIC Services

Account Classification	Amount
Personnel	\$198,304.00
Employee Related Expenses	\$78,557.00
Professional & Outside Services	\$1.00
Travel Expense	\$7,158.00
Occupancy Expenses	\$1.00
Other Operating Expenses	\$20,403.00
Capital Expenditures	\$1.00
Indirect Cost	\$13,940.00
Total	\$318,365.00

Breastfeeding Peer Counseling Services

Account Classification	Amount
Personnel	\$33,740.00
Employee Related Expenses	\$10,623.00
Professional & Outside Services	\$1.00
Travel Expense	\$2,000.00
Occupancy Expenses	\$1.00
Other Operating Expenses	\$1,420.00
Capital Expenditures	\$1.00
Indirect Costs	\$2,957.00
Total	\$50,743.00

Farmer's Market Nutrition Program Services
Effective: March 1, 2012

Type of Service	Unit Rate	Unit of Measure	Estimated Number of Participants
WIC FMNP Check Issuance	\$1.25	WIC Participant	AS NEEDED



INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT

ARIZONA DEPARTMENT OF HEALTH SERVICES
1740 W. Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax

Contract No: **ADHS11-004485**

Amendment No. **3**

Rebecca O'Brien

WIC, BFPC, and FMNP Services

Additional terms and conditions:

With prior written approval from the Program Manager, the Contractor is authorized to transfer up to a maximum of ten percent (10%) of the total budget amount between funded line items. Transfers of funds are only allowed between funded line items. Transfers exceeding ten percent (10%) or to a non-funded line item shall require an amendment.

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 modified with an official ADHS Procurement Change Order, and/or b.) an additional Purchase Order is issued for purchase of services under this Contract.

ADHS reserves the right to adjust awards given to local agencies depending on federal dollars received. Adjustments will be at the discretion of ADHS.

Additional WIC Program:

Should additional administrative monies become available through state or federal grants, ADHS may increase the purchase order to increase the number of participants served and increase the total of this contract.

The assigned caseload for FFY 2012 is **1,475**

Additional Breastfeeding Peer Counseling Program:

Allowable costs for the Peer Counseling Program include compensation for peer counselors and designated peer counselor managers/coordinators, and related costs such as training and training materials; telephone expenses for participant contacts (including pager, cell phones and answering machines); travel for training and home and hospital visits; recruitment of peer counseling staff; and the purchase of demonstration materials (e.g., breast pumps for demonstration purposes, videos). Out of state travel must be pre-approved by ADHS. Items and materials for distribution to WIC participants (e.g. breast pumps, breastfeeding aids, written materials) are not allowable costs.

Farmer's Market Nutrition Program:

If funding for additional FMNP checks becomes available and the contract budget (as shown on the Contract Price Sheet) has been fully expended, Contractor may choose whether or not to distribute the additional checks with no increase in the contract budget.



INTERGOVERNMENTAL AGREEMENT (IGA)
AMENDMENT

ARIZONA DEPARTMENT OF HEALTH SERVICES
1740 W. Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax
Procurement Specialist
Terri Johnson

Contract No: HG050277

Amendment No 2

WIC Services, BFPC, and FMNP

It is mutually agreed that the Intergovernmental Agreement referenced is amended as follows:

- 1. Replace Price Sheet, Page Two (2) of Amendment One (1) with the revised Price Sheet in Amendment Two (2), Page Two (2). The revised Price Sheet, effective March 1, 2011, reflects the inclusion of Farmer's Market Nutrition Program (FMNP) Services.
a. Due to funding, FMNP Services Price Sheet shall be changed from a cost reimbursement configuration to fixed price. The price sheet change removes all cost reimbursement categories and is replaced with a unit rate for each FMNP check issued, for the assigned number of participants
2. Terms and Conditions, Page Eleven (11), Provision Fifteen (15) Fingerprint and Certification Requirements/Juvenile Services shall be removed from this Contract.
3. Terms and Conditions, Page Four (4), Provision 4.4, Non-Discrimination, the reference to the State Executive Order No 99-4, shall be changed to State Executive Order No. 09-09.

All other provisions shall remain unchanged.

Gila County Health Department
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
Michael A. Pastor
Contractor Authorized Signature
Michael A. Pastor
Printed Name
Chairman
Title Gila County Board of Supervisors

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.
Signature: [Signature] Date: 3/11/2011
Printed Name: Bryan B. Chambers

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 27th day of March 2011
Christine Ruth
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: [Signature] Date: 3/22/11
Printed Name: Ronald E. Johnson

RESERVED FOR USE BY THE SECRETARY OF STATE
UNDER HOUSE BILL 2011, A.R.S. 11-952, WAS AMENDED TO REMOVE THE REQUIREMENT THAT INTERGOVERNMENTAL AGREEMENTS BE FILED WITH THE SECRETARY OF STATE



**INTERGOVERNMENTAL AGREEMENT
(IGA) AMENDMENT**

ARIZONA DEPARTMENT OF
HEALTH SERVICES
1740 W. Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax
Procurement Specialist
Terri Johnson

Contract No: HG050277

Amendment No 2

PRICE SHEET

Effective October 1, 2010

Account Classification	Amount
Personnel	\$202,710.00
Employee Related Expenses	\$75,978.00
Professional & Outside Services	\$1.00
Travel Expense	\$9,148.00
Occupancy Expenses	\$1.00
Other Operating Expenses	\$21,275.00
Capital Expenditures	\$1.00
Indirect Cost	\$14,292.00
Total	\$323,406.00

Breastfeeding Peer Counseling Services

Account Classification	Amount
Personnel	\$18,067.00
Employee Related Expenses	\$4,800.00
Professional & Outside Services	\$0.00
Travel Expense	\$3,953.00
Occupancy Expenses	\$0.00
Other Operating Expenses	\$3,180.00
Capital Expenditures	\$0.00
Indirect Costs	\$0.00
Total	\$30,000.00

**Farmer's Market Nutrition Program Services
Effective March 1, 2011**

Type of Service	Unit Rate	Unit of Measure	Number of Participants	Total
WIC FMNP Check Issuance	\$1.25	WIC Participant	160	\$200.00

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 W Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Contract No: HG050277	Amendment No 2	Procurement Specialist Terri Johnson

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 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

ARIZONA DEPARTMENT OF HEALTH SERVICES
1740 W. Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax
Procurement Specialist
Terri Johnson

Contract No: HG050277

Amendment No. 1

WIC Services, BFPC, and FMNP

It is mutually agreed that the Intergovernmental Agreement referenced is amended as follows:

- 1. Replace Original Price Sheet, Page Twenty-Nine (29) of the above referenced Contract, with the revised Price Sheet in Amendment One (1), Page Two (2) The revised Price Sheet, effective October 1, 2010, reflects the inclusion of Breastfeeding Peer Counseling Services.

All other provisions shall remain unchanged.

Form containing contractor and attorney signatures, printed names, titles, and dates. Includes sections for Contractor Signature, Contractor Attorney Signature, and Procurement Officer.



**INTERGOVERNMENTAL AGREEMENT
(IGA) AMENDMENT**

**ARIZONA DEPARTMENT OF
HEALTH SERVICES**
1740 W. Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax
Procurement Specialist
Terri Johnson

Contract No: HG050277

Amendment No. 1

**PRICE SHEET
Effective October 1, 2010**

Account Classification	Amount
Personnel	\$202,710.00
Employee Related Expenses	\$75,978.00
Professional & Outside Services	\$1.00
Travel Expense	\$9,148.00
Occupancy Expenses	\$1.00
Other Operating Expenses	\$21,275.00
Capital Expenditures	\$1.00
Indirect Cost	\$14,292.00
Total	\$323,406.00

Breastfeeding Peer Counseling Services

Account Classification	Amount
Personnel	\$18,067.00
Employee Related Expenses	\$4,800.00
Professional & Outside Services	\$0.00
Travel Expense	\$3,953.00
Occupancy Expenses	\$0.00
Other Operating Expenses	\$3,180.00
Capital Expenditures	\$0.00
Indirect Costs	\$0.00
Total	\$30,000.00

Farmer's Market Nutrition Program Services

Account Classification	Amount
Personnel	\$0.00
Employee Related Expenses	\$0.00
Professional and Outside Services	\$0.00
Travel Expense	\$0.00
Occupancy Expenses	\$0.00
Other Operating Expenses	\$0.00
Capital Expenditures	\$0.00
Indirect Costs	\$0.00
Total	\$0.00

10/1/10

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 W. Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Contract No: HG050277	Amendment No 1	Procurement Specialist Terri Johnson

Additional Terms and Conditions

With prior written approval from the Program Manager, the Contractor is authorized to transfer up to a maximum of ten percent (10%) of the total budget amount between funded line items. Transfers of funds are only allowed between funded line items. Transfers exceeding ten percent (10%) or to a non-funded line item shall require an amendment.

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 modified with an official ADHS Procurement Change Order, and/or b.) an additional Purchase Order is issued for purchase of services under this Contract.

ADHS reserves the right to adjust awards given to local agencies depending on federal dollars received. Adjustments will be at the discretion of ADHS.

Additional WIC Program:

Should additional administrative monies become available through state or federal grants, ADHS may increase the purchase order to increase the number of participants served and increase the total of this contract.

The assigned caseload for FFY 2011 is 1500.

Additional Breastfeeding Peer Counseling Program:

Allowable costs for the Peer Counseling Program include compensation for peer counselors and designated peer counselor managers/coordinators, and related costs such as training and training materials; telephone expenses for participant contacts (including pager, cell phones and answering machines); travel for training and home and hospital visits; recruitment of peer counseling staff; and the purchase of demonstration materials (e.g., breast pumps for demonstration purposes, videos). Out of state travel must be pre-approved by ADHS. Items and materials for distribution to WIC participants (e.g. breast pumps, breastfeeding aids, written materials) are not allowable costs.

Farmer's Market Nutrition Program:

If funding for additional FMNP checks becomes available and the contract budget (as shown on the Contract Price Sheet) has been fully expended, Contractor may choose whether or not to distribute the additional checks with no increase in the contract budget.



INTERGOVERNMENTAL AGREEMENT (IGA)

Contract No. HG050277

ARIZONA DEPARTMENT OF HEALTH SERVICES
1740 West Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1049
(602) 542-1741 FAX

Project Title: WIC Services, BFPC, and FMNP

Begin Date: 10/1/2010

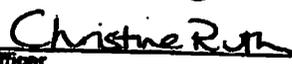
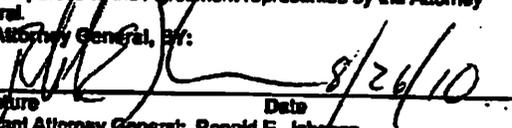
Geographic Service Area: Gila County

Termination Date: 9/30/2013

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: 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

- Counties: A.R.S. §§ 11-201, 11-951, 11-952 and 36-182.
- Indian Tribes: A.R.S. §§ 11-951, 11-952 and the rules and sovereign authority of the contracting Indian Nation.
- School Districts: A.R.S. §§ 11-951, 11-952, and 15-342.
- City of Phoenix: Chapter II, §§ 1 & 2, Charter, City of Phoenix.
- City of Tempe: Chapter 1, Article 1, §§ 1.01 & 1.03, Charter, City of Tempe.

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

Arizona Transaction (Sales) Privilege: _____ Federal Employer Identification No: _____ Tax License No: _____ Contractor Name: <u>Gila County Health Department</u> Address: <u>5515 S. Apache Avenue, Suite 100</u> <u>Globe, Arizona 85501</u>	FOR CLARIFICATION, CONTACT: Name: <u>Carolyn Haro</u> Phone: <u>628-402-8904</u> FAX No: <u>628-425-0794</u>
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 35-393.08, the Contractor hereby certifies that the Contractor does not have scrutinized business operations in Iran or Sudan.  Signature of Person Authorized to Sign _____ Date <u>7/27/10</u> <u>Michael A. Pastor</u> Print Name and Title Chairman of the Bd of Supervisors	This Contract shall henceforth be referred to as Contract No. <u>HG050277</u> . The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until Contractor receives a fully executed copy of the contract. State of Arizona Signed this <u>27th</u> day of <u>August</u> , 2010  Procurement Officer
CONTRACTOR ATTORNEY SIGNATURE: Pursuant to A.R.S. § 11-952, the undersigned Contractor's Attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona.  Signature of Person Authorized to Sign _____ Date <u>7/9/2010</u> <u>Bryan Chambers, Gila Co. Attorney</u> Print Name and Title	Under House Bill 2011, A.R.S. 11-952 was amended to remove the requirement that Intergovernmental Agreements be filed with the Secretary of State.
Attorney General Contract, No. FIGA2010000344, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those parties to the Agreement represented by the Attorney General. The Attorney General, By:  Signature _____ Date <u>8/24/10</u> Assistant Attorney General: Ronald E. Johnson	

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1. **Definition of Terms.** As used in this Contract, the terms listed below are defined as follows:
 - 1.1 **"Attachment"** means any document attached to the Contract and incorporated into the Contract.
 - 1.2 **"ADHS"** means Arizona Department of Health Services.
 - 1.3 **"Budget Term"** means the period of time for which the contract budget has been created and during which funds should be expended.
 - 1.4 **"Change Order"** means a written order that is signed by a Procurement Officer and that directs the Contractor to make changes authorized by the Uniform Terms and Conditions of the Contract.
 - 1.5 **"Contract"** means the combination of the Uniform and Special Terms and Conditions, the Specifications and Statement of 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.

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2. Contract Type.

This Contract shall be: (check one)

- Fixed Price
- Cost Reimbursement
- Not to Exceed

Throughout the term of the Contract, state funds may be available. ADHS may utilize the state funds for the provision of this Contract, whereby, contract expenditures, maybe be paid as Fixed Price.

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

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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.
- 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

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provides the services/materials required by the contract, any and all equipment purchased by the Contractor remains the property of the Contractor. All purchases of equipment need to be reported to the ADHS Office of Inventory Control.

4.10.2 Title and Rights to Materials. As used in this section, the term "Materials" means all products created or produced by the Contractor under this Contract, including, but not limited to: written and electronic information, recordings, reports, research, research findings, conclusions, abstracts, results, software, data and any other intellectual property or deliverables created, prepared, or received by 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.

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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.

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 forty-five (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

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regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

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

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

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

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

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

5.6.3 **Offer reductions in funding as an alternative to contract termination; or**

5.6.4 **Cancel the Contract.**

6. Contract Changes

6.1 **Amendments, Purchase Orders and Change Orders.** This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment, Purchase Order and/or Change Order within the scope of the Contract, unless the change is administrative or otherwise permitted by the 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,

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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 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...

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one year after acceptance by the State of the Materials, they shall be:

- 8.2.1 Of a quality to pass without objection in the Contract description;
- 8.2.2 Fit for the intended purposes for which the Materials are used;
- 8.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
- 8.2.4 Adequately contained, packaged and marked as the Contract may require; and
- 8.2.5 Conform to the written promises or affirmations of fact made by the Contractor.

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

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

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

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

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

9. **State's Contractual Remedies**

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

9.2 Stop Work Order.

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

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

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

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

10. **Contract Termination**

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

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

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

10.4 Termination Without Cause.

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

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

10.4.3 If the State terminates this Contract pursuant to this Section, the State shall pay the Contractor the Contract price for all Services and Materials completed up to the date of termination. In a fixed price contract, the State shall pay the amount owed for the Services or Materials by multiplying the unit of 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.

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- 10.5 **Mutual Termination.** This Contract may be terminated by mutual written agreement of the parties specifying the termination date and the terms for disposition of property and, as necessary, submission of required deliverables and payment therein.
- 10.6 **Termination for Default.** The State reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any material obligation, term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. In the event the ADHS terminates the Contract in whole or in part as provided in this paragraph, the ADHS may procure, upon such terms and in such manner as deemed appropriate, Services or Materials, similar to those terminated, and Contractor shall be liable to the ADHS for any excess costs incurred by the ADHS in obtaining such similar Services or Materials.
- 10.7 **Continuation of Performance Through Termination.** Upon receipt of the notice of termination and until the effective date of the notice of termination, the Contractor shall perform work consistent with the requirements of the Contract and, if applicable, in accordance with a written transition plan approved by the ADHS. If the Contract is terminated in part, the Contractor shall continue to perform the Contract to the extent not terminated. After receiving the notice of termination, the Contractor shall immediately notify all subcontractors, in writing, to stop work on the effective date of termination, and on the effective date of termination, the Contractor and subcontractors shall stop all work.
- 10.8 **Disposition of Property.** Upon termination of this Contract, all property of the State, as defined herein, shall be delivered to the ADHS upon demand.
11. **Arbitration** Pursuant to A.R.S. § 12-1518, disputes under this Contract shall be resolved through the use of arbitration when the case or lawsuit is subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12-133.
12. **Communication**
- 12.1 **Program Report.** When reports are required by the Contract, the Contractor shall provide them in the format approved by ADHS.
- 12.2 **Information and Coordination.** The State will provide information to the Contractor pertaining to activities that affect the Contractor's delivery of services, and the Contractor shall be responsible for coordinating their activities with the State's in such a manner as not to conflict or unnecessarily duplicate the State's activities. As the work of the Contractor progresses, advice and information on matters covered by the Contract shall be made available by the Contractor to the State throughout the effective period of the Contract.
13. **Client Grievances** If applicable, the Contractor and its subcontractors shall use a procedure through which clients may present grievances about the operation of the program that result in the denial, suspension or reduction of services provided pursuant to this Contract and which is acceptable to and approved by the State.
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

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

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. **Appropriation of funds**

Every payment obligation of ADHS under this Contract 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 the Contract, this Contract may be terminated by ADHS at the end of the period for which funds are available. The

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funding cycle for this Contract is October 1st through September 30th. No liability shall accrue to ADHS or the State of Arizona in the event this provision is exercised, and neither ADHS nor the State shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

The funding obligation for this Contract shall be liquidated by December 31st of any Contract year. All Contractor expenses must be reported by November 15th. Any unreported expenses received later than December 15th shall be the responsibility of the Contractor.

22. Safeguarding WIC Confidential Information

The Contractor must adhere to the following: All Staff/Local Agency will be responsible for keeping all WIC data/client information physically and electronically secure and maintained in strict confidence. This means that reasonable measures will be taken to prevent access by unauthorized persons, such as leaving materials unsecured in a work area or leaving an active WIC Computer Data System for others to view. This also means that the Staff/Local Agency shall also establish and maintain safeguard procedures and controls that are acceptable to the State for the purpose of assuring that no information contained in WIC participant records shall be used or disclosed except as required to efficiently perform duties under the Contract. The Contractor also agrees that any information pertaining to individual participants shall not be divulged or shared other than as needed to perform and adhere to confidentiality standards, unless otherwise agreed to in writing by the State.

It is essential that the Staff/Local Agency be consistently reminded that the information obtained from individuals applying for, or participating in the WIC Program is considered private and may not be disclosed to any unauthorized person(s). To assist with this, it is mandated that all agency staff sign the WIC Confidentiality and Conflict of Interest forms as provided by the State at initial hire, annually and again at any type of position, duty, and/or title change.

23. Pandemic Contractual Performance

1. The State shall require a written plan that illustrates how the Contractor shall perform up to contractual standards in the event of a pandemic. The State may require a copy of the plan at any time prior or post award of a Contract. At a minimum, the pandemic performance plan shall include:
 - 1.1 Key succession and performance planning if there is a sudden significant decrease in Contractor's workforce.
 - 1.2 Alternative methods to ensure there are products in the supply chain.
 - 1.3 An up to date list of company contacts and organizational chart.
2. In the event of a pandemic, as declared the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this Contract impossible or impracticable, the State shall have the following rights:
 - 2.1 After the official declaration of a pandemic, the State may temporarily void the Contract(s) in whole or specific sections, if the Contractor cannot perform to the standards agreed upon in the initial terms.
 - 2.2 The State shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the Director as per A.R.S. 41-2537 of the Arizona Procurement Code.
 - 2.3 Once the pandemic is officially declared over and/or the Contractor can demonstrate the ability to perform, the State, at its sole discretion, may reinstate the temporarily voided Contract(s).

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24. Security

The Contractor's current and subsequent personnel, as well as those of their duly recognized subcontractors shall comply with all applicable statutes, administrative regulation, policies, practices and procedures while providing services under this Contract. If during the course of this Contract it is required that the Contractor, or their duly recognized subcontractors need access to any confidential information technology data, or infrastructure, the only access granted shall be least possible privilege. Throughout the course of the Contract, the State reserves the right to deny access to any data, or infrastructure, as it deems appropriate.

The Contractor is governed by ARS 13-2316, Computer tampering; venue; forfeiture; classification.

1. A person who acts without authority or who exceeds authorization of use commits computer tampering by:

1.1 Recklessly using a computer, computer system or network to engage in a scheme or course of conduct that is directed at another person and that seriously alarms, torments, threatens or terrorizes the person. For the purposes of this paragraph, the conduct must both;

1.1.1 Cause a reasonable person to suffer substantial emotional distress, and

1.1.2 Knowingly obtaining any information that is required by law to be kept confidential or any records that are not public records by accessing any computer, computer system or network that is operated by this State, or a political subdivision of this State.

25. American Recovery and Reinvestment Act (ARRA) Requirements

The Contractor shall comply with all American Recovery and Reinvestment Act (ARRA) funding provisions. The ADHS will inform the Contractor of such provisions as they are identified and when applicable to work under this Contract.

26. Breastfeeding Workplace Accommodations

The Contractor shall provide a reasonable amount of break time (can be paid/unpaid meal and/or break time) to accommodate an employee desiring to express breast milk for the employee's nursing child for up to two (2) years after the child's birth.

The Contractor shall make reasonable efforts to provide the employee with the use of a room or other location, other than a toilet stall, in close proximity to the employee's work area, for the employee to express milk in private. The room or location may include the place where the employee normally works if it otherwise meets the requirements.

The Contractor shall not discriminate against women for expressing milk in the workplace.

27. Smoke-Free Arizona Act

To comply with the Smoke-Free Arizona Act, A.R.S. 36-601.01 that took effect on May 1, 2007, WIC Contractors must prohibit smoking in the building, post "No Smoking" signs and remove all ashtrays from areas where smoking is prohibited where WIC services are provided. The Smoke-Free Arizona Act has no application on Indian reservations as defined in A.R.S. 42-3301 (2).

28. Comments Welcome The ADHS Procurement Office periodically reviews the 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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A. BACKGROUND

The Arizona Department of Health Services (ADHS) Bureau of Nutrition and Physical Activity (BNPA) administers funds provided by the United States Department of Agriculture (USDA) for the operation of the Special Supplemental Nutrition Program for Women, Infants and Children (WIC), Breastfeeding Peer Counseling Program, and the Women and Children's Farmers Market Nutrition Programs for the State of Arizona. The USDA nutrition programs are discretionary, and each provides a specific service to women, infants, and children who are low income and at nutrition risk. The overall goal of all the USDA Nutrition programs is to improve the health status of eligible participants through adoption of healthy behavioral lifestyle changes and to help prevent the occurrence of health problems.

The WIC program accomplishes this goal by providing participant-centered nutrition education (PCE), breastfeeding support, specific supplemental healthy foods through the issuance of food instruments that can be used in ADHS-approved grocery stores and farmers markets, and referrals to other health and human services as an adjunct to good health care during critical times of growth and development. Service population eligibility for the WIC program is based upon federal regulations such as participant category (pregnant and breastfeeding woman, infant or child under five years of age), a household income at or below 185% of federal poverty guidelines, residence within the service area, and nutrition risks.

To be considered as a WIC local agency, the organization must be a local public or private non-profit organization, County health department, or tribal entity under contract with ADHS to provide WIC services according to the WIC program federal regulations and state policies and procedures. The State awards a WIC Contract based on the ability of the organization to provide WIC services, potential eligible population, need, response to the Scope of Work, information technology capacity, and available funds. The State determines and awards the WIC contract amount based on a funding formula using several factors such as a base level for a program to function, the amount of caseload negotiated with each local agency, and quality of performance.

Breastfeeding Peer Counseling (BFPC)

1. In 2003, the USDA Food and Nutrition Service (FNS) entered into a cooperative agreement with Best Start Social Marketing (Best Start) to gather information to obtain a clear understanding of the components that are necessary to sustain effective peer counseling programs and how to structure these programs so they are cost effective and manageable. They developed the program "Using Loving Support to Implement Best Practices in Peer Counseling", which is a training and technical assistance project that will be used as a model to aid WIC in designing, building, maintaining, and sustaining peer counseling programs that will improve breastfeeding initiation and duration rates. Arizona will be using this program to guide and develop the state peer counseling program.

1.1 Specific objectives for breastfeeding are:

- 1.1.1 To increase the incidence of breastfeeding to 75% of WIC women initiating breastfeeding upon the birth of their babies;
- 1.1.2 Increase the duration of breastfeeding to 50% of women for the first six (6) months of their baby's life; and
- 1.1.3 Increase the duration of breastfeeding to 25% of women for the first year of their baby's life.

1.2 This can be achieved by:

- 1.2.1 Increasing WIC participants' knowledge of the advantages of breastfeeding;
- 1.2.2 Developing community partnerships to maximize resources, increasing effectiveness of community support efforts; and/or
- 1.2.3 Providing breastfeeding peer counseling programs.

The discretionary peer counseling services are considered an adjunct support to WIC services to help achieve the

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WIC breastfeeding objectives.

Peer counseling has been a significant factor in improving initiation and duration rates of breastfeeding among women in a variety of settings, including disadvantaged and WIC populations representing diverse cultural backgrounds and geographical locations. Peer counselors are especially effective in communities where role models for breastfeeding behaviors, knowledgeable health care providers, and cultural practices that include breastfeeding as the norm, are scarce. Combining peer counseling with the ongoing breastfeeding promotion efforts has the potential to significantly impact breastfeeding rates among WIC participants, and most significantly, increase the harder to achieve breastfeeding duration rates. WIC local agencies are encouraged strongly to provide peer counseling services to their WIC participants. Contractors must provide a breastfeeding friendly environment and have policies to accommodate participants and staff who are breastfeeding.

Farmer's Market Nutrition Program (FMNP)

2. The Women and Children Farmers' Market Nutrition Program (FMNP) is intended to increase consumption of locally grown fresh fruits and vegetables by providing FMNP checks to a limited number of WIC women and children to purchase these items directly from growers at ADHS-approved farmers' markets. The FMNP is also intended to support local agriculture by expanding the awareness, use of, and sales at farmers' markets.

B. OBJECTIVE

At a minimum, to provide WIC Services while allowing each Local Agency to provide at their discretion, Breastfeeding Peer Counseling Services and or Farmer's Market Nutrition Program Services.

C. SCOPE OF WORK

1. WIC Services

The WIC Program Contractor shall perform all the work required to administer and provide WIC services to eligible participants according to the Arizona WIC Program Policies and Procedures Manual (WIC PPM). These include but are not limited to the following activities:

- 1.1 Perform WIC certification procedures such as categorical and income screening and health and nutrition assessments;
- 1.2 Provide mandatory and appropriate referrals and nutrition and breastfeeding education services to WIC participants;
- 1.3 Issue WIC food instruments;
- 1.4 Ensure the collection and recording of accurate information;
- 1.5 Provide professional training and monitoring of WIC staff competencies necessary for delivery of required services;
- 1.6 Provide administrative functions for operation of the WIC Program; and
- 1.7 Prepare and submit all required plans/reports in accordance with this contract and the WIC PPM. Refer to www.azwic.gov/local_agencies_policyManual.htm.

2. Breastfeeding Peer Counseling (BFPC)

WIC BFPC Contractors shall perform all the work required to administer and provide breastfeeding support services to WIC mothers following the Loving Support best practice guidelines for peer counseling services and according to the Contractor's proposal in order to increase the breastfeeding rate and duration of breastfeeding.

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3. Farmer's Market Nutrition Program (FMNP)

WIC FMNP Contractors shall perform all the work required to administer and provide WIC FMNP services to eligible participants including but not limited to:

- 3.1 Identifying participants and offering program services;
- 3.2 Distributing information to participants;
- 3.3 Providing competent staff to perform certification;
- 3.4 Issuing of FMNP coupons;
- 3.5 Safeguarding food instruments;
- 3.6 Documenting accurately all required information;
- 3.7 Providing administrative functions necessary for operation of the FMNP;
- 3.8 Preparing and submitting all required reports in accordance with this Contract; and
- 3.9 Adhering to all provisions of the Arizona Farmers' Market Nutrition Program Policies and Procedures Manual, http://www.azwic.gov/farmers_market.htm.

D. TASKS AND REQUIREMENTS

1. WIC Services Outreach and Referrals

- 1.1 Conduct outreach activities targeting high risk and underserved populations by developing written and verbal presentations or utilizing available materials to inform the potentially WIC eligibles of the availability of the WIC Program and to explain the benefits of participation according to the outreach plan proposal submitted and accepted with this Contract.
- 1.2 Establish community partnerships with, at a minimum, the mandatory referral agencies, local hospitals, OB/GYN, and pediatricians offices, and provide regular contacts according to the outreach and plan proposal submitted and accepted with this Contract.
- 1.3 Establish community partnerships with community organizations such as food banks, community organizations, human and social services, school districts, etc. according to the outreach and referral plan proposal submitted and accepted with this Contract.
- 1.4 Develop and document a support referral system for WIC nutritionists with breastfeeding/lactation counselors, including but not limited to Certified Lactation Counselors (CLC), Certified Breastfeeding Counselors (CBC), Certified Lactation Educators (CLE) according to the outreach and referral plan proposal submitted and accepted with this Contract.

Additional BFPC Outreach Tasks:

- 1.5 Develop and document an internal referral link between WIC Program and Peer Counseling Program when applicable. Interaction between WIC Program and Peer Counseling Program shall occur at least monthly and may be in the form of visits from Peer Counselors, participation of Peer Counselors in WIC clinic meetings, and/or additional training for WIC clinic staff.

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2. Participant Records:

- 2.1 Follow and maintain documentation of certification and administrative procedures as described in the WIC PPM, including but not limited to;**
 - 2.1.1 Eligibility and ineligibility determinations,**
 - 2.1.2 Nutrition assessments,**
 - 2.1.3 Referrals,**
 - 2.1.4 Nutrition education**
 - 2.1.5 Counseling,**
 - 2.1.6 Setting behavioral goals,**
 - 2.1.7 Program abuse, and**
 - 2.1.8 Food instrument issuances.**
- 2.2 Maintain inventory and accountability records, as set forth in the WIC PPM, of paper food instrument stock and of food instruments issued by the Contractor.**
- 2.3 Assure participant confidentiality by obtaining written permission from affected program participant(s) prior to the release of participant information to any agency. The Contractor shall have a written agreement, completed in accordance with 7 CFR (Code of Federal Regulations) 246.26 (h)(3), and the Arizona WIC Policy and Procedure Manual, with any agency or program that will share participant information. The above federal regulation details the implementation of a written agreement and state plan to regulate use and disclosure of confidential applicant and participant information.**

Refer to: www.azwic.gov/local_agencies_policyManual.htm

Additional BFPC Participant Records Tasks:

- 2.4 Follow and maintain documentation of peer counseling contact activities and education for each participant served in the WIC automated participant record system.**

Additional FMNP Participant Records Tasks:

- 2.5 Document certification and distribution of FMNP checks and submit reports to ADHS according to the Arizona Farmers' Market Nutrition Program Policies and Procedures Manual.**

3. Service Delivery and Program Rules

The Contractor shall:

- 3.1 Determine eligibility of persons requesting WIC services by screening individuals in accordance with procedures set forth in the WIC PPM; Eligible program participants shall include the following categories whose household income does not exceed 185% of the current designated federal poverty guidelines, who have a nutritional risk as defined in the WIC PPM, and reside in Arizona as defined by the WIC PPM;**
 - 3.1.1. Pregnant women, breastfeeding women up to twelve (12) months post-partum, and non-breastfeeding women up to six (6) months post-partum,**
 - 3.1.2 Infants from birth to age one (1), and**

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- 3.1.3 Children from age one (1) year through four (4) years.
- 3.2 Provide complete nutrition assessment following the Value Enhanced Nutrition Assessment (VENA) requirements;
- 3.3 Provide participant-centered nutrition education to participants and appropriately utilize emotion-based materials provided by the State;
- 3.4 Assist participants in setting goals for behavioral change and follow-up on goals set;
- 3.5 Promote breastfeeding to pregnant and postpartum WIC participants, and refer to and promote the Breastfeeding Peer Counseling Program, when appropriate;
- 3.6 Prescribe a food package appropriate to the participant's nutritional risk(s) and category, and issue food instruments as set forth in the WIC PPM;
- 3.7 Provide program participants with information about available health and social services to which the participant could be referred. The participant shall be provided with written information regarding community services and referrals in accordance with the WIC PPM and local agency referral procedures;
- 3.8 Coordinate WIC Services with other health and social services available within the service area, including but not limited to immunizations, voter registration, and breastfeeding support;
- 3.9 Provide information, check for understanding, and document training to participants on program rules, regulations, WIC approved foods, food instrument use and redemption including the WIC Cash Value Vouchers (CVV), and if applicable, FMNP checks. The training shall be documented in the participant's record as set forth in the WIC PPM and/or AzFMNP Manual;
- 3.10 Distribute information to all participants regarding the authorized WIC vendors and the location and hours of ADHS-approved Arizona Farmers' Markets; and
- 3.11 Explain to all WIC participants that, in addition to FMNP checks, WIC CVV's may be used to purchase locally grown fresh fruits and vegetables at FMNP approved farmers' markets in Arizona and provide instructions as to how to redeem both types of food instruments.

Additional BFPC Service Delivery tasks:

- 3.12 Accept referrals generated from calls to the ADHS Pregnancy and Breastfeeding Hotline into the Peer Counseling Program;
- 3.13 Provide peer counseling services, when appropriate. Services shall be made available outside of usual clinic hours and outside of the WIC clinic, but may also be available during usual clinic hours and in the WIC clinic; and
- 3.14 Provide supervision, monitoring, and evaluation of peer counselors, when appropriate.

Additional FMNP Delivery tasks:

- 3.15 Identify eligible participants, offer FMNP checks, and provide services to participants in accordance with the Arizona Farmers' Market Nutrition Program Policies and Procedures Manual;
- 3.16 Issue a unique series of ADHS-provided FMNP check numbers after participant has been certified as an eligible WIC participant and has expressed a desire to participate in the program, through the Arizona electronic participant record system;
- 3.17 Submit a written request to the ADHS FMNP Manager for authorization to utilize a local agency WIC staff to train and certify local growers at no extra cost to ADHS. Grower training shall be conducted only by ADHS

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authorized individuals. Each request to conduct training will be granted on a case-by-case basis, and shall not be performed without receipt of prior written approval from the ADHS FMNP Manager;

- 3.18 Distribute to participants a brief description of non-allowable and allowable items (Participant Guide and other information provided by ADHS) and the time period for redeeming FMNP checks and WIC CVV's;
- 3.19 Notify ADHS within five (5) working days of receipt of any notification of change to the date, time or location of an individual Farmers' Market;
- 3.20 If funding for additional FMNP checks becomes available and the contract budget (as shown on the Contract Price Sheet) has been fully expended, the Contractor may choose whether or not to distribute the additional checks with no increase in the Contract budget.

4. Participant-Centered Nutrition Education

The Contractor shall:

- 4.1 Prepare and submit a two (2) year Nutrition Education Plan for participants to include, but not be limited to:
 - 4.1.1 Adoption and Implementation of the State Nutrition Care Plans for each target group (pregnant, post-partum, breastfeeding women, infants, and children) using a Participant-Centered approach. If the State Nutrition Care Plan is not adopted, please provide an alternative nutrition education plan.
 - 4.1.2 Methodology of how nutrition education is to be delivered including but not limited to audience size, process approach, and materials that will be used to meet educational objectives for each contact, taking into account individual nutrition risks and participant interests. Please include an evaluation component in assessing behavioral change in subsequent visits.
 - 4.1.3 Staff training and mentoring plans and schedules to include but not limited to the nutrition care plan topic or content for each category utilizing emotion-based nutrition education materials and VENA requirements. The plans should address new and current staff as well as the frequency and time of observations of staff skills.
 - 4.1.4 Staff training and mentoring on Participant Centered Education (PCE) skills. PCE is a framework for providing nutrition education that places the participant at the center of the process. The educational process changes from giving information and giving behavior change prescriptions to exploring concerns, uncertainty, and strategies for adopting new behaviors. The plans should address new and current staff as well as the frequency and time of observations of staff skills.
- 4.2 Provide Participant-centered nutrition education to all WIC adult participants, and to parents or caretakers of participants according to the guidelines of the State Nutrition Care Plans. A minimum of two (2) nutrition education contacts in each six (6) month certification period shall be made and documented in the participant's record. Breastfeeding women, infants and migrants from any eligibility category are certified for one (1) year and will receive one (1) nutrition education contact for each three (3) month period.
- 4.3. Provide professional supervision and monitoring of paraprofessional staff providing PCE. All nutrition education and training will be under the supervision of a Registered Dietitian (RD) who shall certify that staff has met the competencies prior to providing services. Dietitians are registered with the Commission on Dietetic Registration (the certifying agency of the American Dietetic Association) and are only able to use the label "Registered Dietitian" when they have been accredited.

With prior written ADHS approval, in lieu of a RD, the Contractor may designate a WIC nutritionist and shall ensure the designated individual(s) have a minimum of an undergraduate degree from an accredited institution in nutrition or home economics, with emphasis in nutritional science.

- 4.4 Provide as often as necessary, high- and medium-risk nutrition education/counseling by a RD to all:

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participants deemed high-risk upon assessment, as defined in the WIC PPM. Local agencies may designate a Bachelor's degree nutritionist or Dietetic Technician Registered to provide medium-risk counseling to participants under the supervision of the RD.

- 4.5 Expend for nutrition education activities an aggregate amount that is not less than the sum of one-sixth (1/6) of the amount the Contractor receives for provision of WIC services each contract year. If the one-sixth (1/6) amount is not expended for nutrition education activities, the Contractor shall return to ADHS an amount equal to the difference between the one-sixth (1/6) requirement and the actual amount expended.

Costs that can be applied to meet the one-sixth (1/6) requirement for nutrition education include:

- 4.5.1 Salary and other costs for time spent on nutrition education, whether with an individual or group;
 - 4.5.2 The cost of procuring and producing nutrition education materials;
 - 4.5.3 The cost of training nutrition educators, including costs related to conducting training sessions and purchasing and producing training materials;
 - 4.5.4 The cost of conducting participant evaluations of nutrition education;
 - 4.5.5 The salary and other costs incurred in developing the nutrition education plan; and
 - 4.5.6 Other ADHS-approved costs.
- 4.6 Coordinate nutrition education activities and messages. Wherever possible, the Contractor shall utilize USDA and/or Arizona Nutrition Network (AZNN) materials and messages to ensure common nutrition messages.
 - 4.7 The local agency will provide documentation that a minimum of four percent (4%) of their annual WIC expenditures have been used to support breastfeeding promotion and education. If the four percent (4%) is not expended for breastfeeding promotion and education activities, the Contractor shall return to ADHS an amount equal to the difference between the four percent (4%) and the actual amount expended.

5. Staffing

The Contractor shall:

- 5.1 Designate a WIC Program Director/Manager who is a RD, with previous WIC and/or community health experience to manage and administer the WIC Program and provide high-risk nutrition counseling and/or formula authorization to WIC participants. If a RD is on staff to provide the WIC RD services and with prior approval from ADHS, the Contractor shall designate a Director with a minimum of an undergraduate degree from an accredited institution in nutrition (community nutrition, public health nutrition, nutrition education, human nutrition or nutrition science) or a related field such as home economics or biochemistry with an emphasis in nutritional science or public health administration.
- 5.2 Provide a RD to perform high-risk and medium-risk counseling, formula authorization, and as necessary, certification of participants. The Contractor shall provide the RD services in a number proportional to the agency's high-risk caseload in accordance with the WIC PPM. The Contractor may hire nutrition degree graduates or Registered Dietetic Technicians, to do medium-risk counseling, formula authorization, and as necessary participant certification under the direction of a RD.
- 5.3 In lieu of a RD and with prior written approval from ADHS, the Contractor shall designate a WIC Nutritionist with a minimum of an undergraduate degree from an accredited institution in nutrition (community nutrition, public health nutrition, nutrition education, human nutrition or nutrition science) or a related field such as home economics or biochemistry with an emphasis in nutritional science. Previous WIC and/or community health experience, and/or a Master's or Doctor of Philosophy degree in a related subject are desirable.

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- 5.4 Provide staff to conduct outreach activities targeting high risk and underserved populations by developing written and verbal presentations or utilizing available materials to inform the potentially eligibles of the availability of WIC Program and explain the benefits of participation.
- 5.5 Provide an appropriate number of adequately trained certification specialists to provide certification of eligible participants in accordance with the WIC PPM. Such individuals shall have the minimum of a high school degree or equivalent and must complete the state training requirements and be certified by the Contractor as competent according to the competencies for the position. Previous nutrition or health related job experience is desirable. These individuals shall meet individual ADHS competencies as set forth in the WIC PPM prior to providing each service such as certifying applicants for participation and/or providing health assessments in the Arizona WIC Program. Staff should be observed and certified by the supervising authority to be competent in an activity before being allowed to perform on their own without supervision.
- 5.6 Provide an appropriate number of adequately trained nutrition education specialists to provide certification and nutrition education services to participants in accordance with the WIC PPM. Such individuals will have the minimum of a high school diploma with nutrition experience, education, and training that have been certified by local or state agencies to be competent for the position. An Associate or Bachelor's degree is desirable. These individuals shall meet the ADHS competencies for Nutrition Education Specialists as set forth in the WIC PPM prior to certifying applicants for participation and/or providing nutrition education in the Arizona WIC Program. Staff should be observed and certified by the supervising authority to be competent in an activity before being allowed to perform on their own without supervision.
- 5.7 Designate a staff person to coordinate breastfeeding promotion and peer counseling and other support activities, to include the development of a plan as set forth in the WIC PPM to insure women participants have access to the promotion and support activities during prenatal and post-partum periods.
- 5.8 Provide WIC Clerks to perform administrative support within WIC clinics at the option of the Contractor. Such individuals shall have the minimum of a high school degree or equivalent. They must meet WIC Program competencies. Previous clerical or work experience is desirable.
- 5.9 Maintain a record of training provided, monitoring, and observation results of staff competencies in each staff file and/or the state Learning Management System (LMS).

Additional BFPC Service Staffing:

- 5.10 Employ a BFPC Program Manager to plan, direct and coordinate general operation of Peer Counseling Program. Ideal candidate will be an International Board Certified Lactation Consultant (IBCLC), have WIC experience, and be familiar with community resources.
- 5.11 Develop a support referral system for peer counselors with community Lactation Consultants, including IBCLCs, if the BFPC Program Manager is not an IBCLC or is unable to fulfill consultation duties for any reason.
- 5.12 Employ Breastfeeding Peer Counselors to provide services. Qualifications for peer counselors shall be previous experience with breastfeeding, enthusiasm for helping others to succeed at breastfeeding, and similarities with the WIC population the program serves (including similar age, ethnic background, and language spoken). Exemptions to the peer counselor qualifications must be approved by ADHS before hire. When possible, peer counselors should be current or previous WIC participants.

6. Staff Training

The Contractor shall:

- 6.1 Provide a two (2) year comprehensive training plan of new and current staff to transition into the certification specialist and nutrition education specialist positions required for the WIC program. This plan shall include a timeline of courses to be taken and passed, completion of staff competency checklist, as well as the observation schedule of staff performance.

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- 6.2 Register and ensure all WIC staff complete all ADHS required WIC on-line courses according to the time requirements set forth by the State through the ADHS LMS at www.azdhslearn.gov in accordance with the ADHS WIC PPM.
- 6.3 In addition to state requirements for competency trainings, local agencies must submit an annual plan of providing continuing education and periodic observation of WIC staff to maintain their designation as competent professional authorities with certification specialist and nutrition education specialist designation, to include forty-eight (48) hours of documented training for each staff member in each contract year (October - September). Training does not have to be evenly distributed over the four (4) quarters of the contract year, but some level of training shall be conducted each quarter. The training plan shall include the topics that are to be covered:
 - 6.3.1 At least thirty-six (36) hours of WIC current operational guidelines and enhance skills of staff in Value Enhanced Nutrition Assessment (VENA) competencies such as critical thinking skills and communications, nutrition assessment, emotion-based counseling, nutrition care plans, motivational interviewing skills, participant-centered education, and others;
 - 6.3.2 Other subjects will include breast-feeding promotion, substance abuse education, food package, and formula prescription; and
 - 6.3.3 An additional twelve (12) hours of WIC related education shall be provided and may include areas such as updated AIM operations, updated program policies, rules, and regulations, food instrument issuance, referral procedures, computer skills, customer service, safety, SharePoint for management staff, local agency updates, etc.
- 6.4 Provide training for all new staff members regarding Civil Rights and Americans with Disabilities Act (ADA) during their orientation and, annually, provide all staff with training on Civil Rights and ADA issues by completing the ADHS Learning Management course on Civil Rights or other courses that will be required by ADHS.
- 6.5 Provide one (1) representative for a maximum of six (6) mandatory, face-to-face, two (2) day meetings or trainings session in Phoenix, as scheduled by ADHS on a yearly basis. These meetings will be opportunities for the local agency to discuss issues with regards to WIC policies and procedures, federal rules and regulations, and nutrition standards.
- 6.6 Provide one (1) representative for all six (6) iLinc teleconference meetings to receive information updates on WIC operations, policies and procedures, and other relevant materials.

Additional BFPC Staff Training:

- 6.7 Send the WIC Director and the Breastfeeding Peer Counselor Program Manager to a two (2) day training at the ADHS office in Phoenix during each Peer Counseling Program contract term.
- 6.8 Provide training of Breastfeeding Peer Counselors using the *Loving Support through Peer Counseling* curriculum within one (1) month of employment.
- 6.9 Provide continual education and adequate resources to peer counselors. Continual education shall include basic and continuing breastfeeding training, and may include opportunities to shadow lactation consultants, opportunities to meet with other peer counselors, and related training such as counseling skills, adult learning styles, and others.
- 6.10 Provide WIC clinic staff the PowerPoint presentation "Peer Counseling: Making a Difference for WIC Families" through the *Loving Support* curriculum at least once per partnering clinic during each Peer Counseling Program contract term.

7. Data Collection

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The Contractor shall:

- 7.1 Utilize the hardware, software, and training provided by the Arizona WIC Program to operate the Contractor's portion of the WIC Computer Data System.
- 7.2 Complete all data elements required on the WIC Computer Data System as outlined in the WIC PPM.

8. Administrative Services

The Contractor shall:

- 8.1 In addition to complying with the Accounting and Auditing Procedures Manual for Contractors of ADHS Funded Programs;
 - 8.1.1 Maintain a formal inventory listing or subsidiary record of all equipment owned by the Contractor in an organized manner as an official part of the official accounting system. The capital equipment listing will include the following: tag or ID number, description, purchase cost or fair market value on date of donation, purchase or donation date, location, and disposal date,
 - 8.1.2 Provide maintenance and upkeep for all equipment purchased with WIC funds. Maintenance may be provided through the Contractor's own organization or the Contractor may participate in State maintenance contracts where available,
 - 8.1.3 Obtain written permission from the ADHS prior to expending WIC funds to purchase equipment with a value of \$5,000 or more,
 - 8.1.4 Obtain written permission from the ADHS prior to expending WIC funds for the purchase of any non-disposable automated data processing related item: hardware (e.g. computers, printers) or software, regardless of cost as well as their transfer or disposal, and
 - 8.1.5 Obtain specific approval from ADHS prior to the transfer or disposal of any equipment purchased with WIC funds exceeding \$2,500 if purchased prior to October 1, 2010 and \$5,000 or more beginning on October 1, 2010.
- 8.2 Submit to ADHS for approval of any policy or procedure that deviates from those set forth in the Arizona WIC PPM;
- 8.3 Update the Local Agency information on a timely basis on the www.azwic.gov website including but not limited to names of WIC Directors, RDs, nutritionists, clinic staff, clinic names, addresses, phone numbers, days and hours of operations, closure days, and other pertinent information for the public to know;
- 8.4 Read timely all ADHS posted documents and provide requested response on the ADHS SharePoint site currently under development;
- 8.5 Maintain documentation records of WIC services according to the WIC PP Manual, including but not limited to;
 - 8.5.1 Signed consent forms for blood work,
 - 8.5.2 Signed Rights and Obligations Form for enrolled participant/files (active and inactive),
 - 8.5.3 Eligible participant files (active and inactive),
 - 8.5.4 Ineligible applicant forms/files,
 - 8.5.5 Monthly Participation Reports by Category and Ethnicity,

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- 8.5.6 Outreach files,
 - 8.5.7 Medical documentation,
 - 8.5.8 Staff files: Trainings attended, skill observations, and annual evaluations,
 - 8.5.9 Documentation of dual participation actions,
 - 8.5.10 Waiting lists (when applicable),
 - 8.5.11 Reconciliation of voided food instruments,
 - 8.5.12 Civil rights file to include documentation and resolution of all civil rights complaints,
 - 8.5.13 Documentation of annual civil rights training of all employees, and
 - 8.5.14 Documentation of WIC Confidentiality and Conflict of Interest forms.
- 8.6 Correct and resolve inappropriate or missing participant information, improbable assessment values, duplicate participation, and other quality assurance WIC Computer Data System issues identified in the report provided to the Contractor by ADHS within the timeframes specified in the WIC PPM;
 - 8.7 Correct any regulatory deficiency or discrepancy noted during any of the three Programs' Management Evaluations, Audits, or Program Financial Reviews within sixty (60) calendar days of the date of the audit report unless an extension date is granted by the auditing/reviewing agency and documented;
 - 8.8 Prepare and submit individual electronic and signed paper copies of the Contractor's Expenditure Reports (CER) for each contracted Program according to the instructions and requirements of the PPM;
 - 8.9 Prepare and submit a Quarterly Report for the Peer Counseling services in the format provided by ADHS;
 - 8.10 Prepare and submit a Final Yearly Closeout CER invoice for each contracted Program reflecting the cumulative expenditures for a Contract year;
 - 8.11 Prepare and submit a WIC Local Agency Annual Cost Summary that matches the amount in the Final Yearly Closeout CER invoice in accordance with the requirements in the WIC PPM;
 - 8.12 Prepare and submit an Annual update on the Two (2) Year Contractor's Outreach and Referral Plan and a progress report on activities accomplished during the year;
 - 8.13 Prepare and submit an Annual update on the Two (2) Year Training Plan and a progress report on activities accomplished during the year;
 - 8.14 Prepare and submit an Annual update on the Two (2) Year Nutrition Education Plan and a progress report on activities accomplished during the year;
 - 8.15 Prepare and submit an annual Amendment Application in accordance with the individual Program requirements that will include budget breakdown of line items and budget justifications of any budget changes;
 - 8.16 Prepare and submit a Local Agency Annual Summary, using the Self-Evaluation tool in the WIC PPM, (currently under development);
 - 8.17 Prepare and submit all required plans and reports in accordance with the requirements in the WIC PPM; and

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8.18 Present program logistics, highlights, and data at a Nutrition Programs meeting at a time and location to be determined by ADHS.

Additional FMNP Administrative Services

8.19 Assume liability for the distribution and reconciliation of all FMNP checks, and assume financial liability for any checks that cannot be accounted for and reconciled.

E. Reference Documents

1. Arizona WIC Program Policies and Procedures Manual: Refer to www.azwic.gov/local_agencies_policyManual.htm
2. Arizona FMNP Manual. Refer to http://www.azwic.gov/farmers_market.htm or <http://www.azbnp.gov/wicrfp>.
3. Federal Regulations: Refer to http://www.access.gpo.gov/nara/cfr/waisidx_07/7cfr246_07.html).
7 CFR 246.14: program costs. Item J of this Solicitation, Performance Awards.
- ~~4. 7 CFR 246.26 (h)(2): notice to applicants and participants about the use and disclosure of confidential applicant and participant information.~~
5. 7 CFR 246.26 (h)(3): implementation of a written agreement and state plan to regulate use and disclosure of confidential applicant and participant information.

F. State Provided Items

1. Paper copies of the Arizona WIC Program and the Arizona FMNP Policies and Procedures Manual, upon request. The Manual is available on line at www.azwic.gov.
2. Hardware and software necessary for operation of the WIC Computer Database System.
3. Learning Management courses for software training and nutrition education courses for staff to complete and/or pass. Go to <http://www.azbnp.gov/wicrfp>.
4. Paper WIC and/or FMNP Food Instrument stock or Blank Electronic Benefit Transfer Card, tentatively scheduled FFY 2014.
5. CER invoice electronic template. The ADHS WIC Program Manager or designee will accept and approve the CER prior to payment.
6. Nutrition Education Materials for participants.
7. Quarterly Report template (electronic) for Peer Counseling Program.
8. Technical assistance and support.
9. Breastfeeding material lending and library for Peer Counselor use.
10. Assistance with International Board Certified Lactation Consultant (IBCLC) career track or advanced lactation consultant education, when appropriate.
11. *Loving Support through Peer Counseling* curriculum, which includes the PowerPoint presentation "Peer Counseling: Making a Difference for WIC Families," when appropriate.
12. FMNP Participant Guides.
13. Online, downloadable information regarding the location and hours of approved Arizona Farmers' Markets.

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14. Monitoring of WIC Authorized Vendors and Farmers' Markets for compliance with regulations, and coordination with tribal and county officials when doing compliance buys for markets on a reservation.
15. Periodic redemption reports for issued checks.
16. Formats for required reports.

G. Deliverables

If applicable, any work plan or other documentation submitted to and accepted by ADHS regarding participation in WIC, BFPC or FMNP shall be incorporated into this Agreement. Furthermore, any policy or procedure that deviates from those set forth in the Arizona WIC Program and /or Arizona Farmers' Market Nutrition Program Policies and Procedures Manuals requires approval from ADHS prior to implementation.

The Contractor shall submit to ADHS:

1. Updated copies of Local Agency Policies and Procedures that will include coordination and referral procedures with internal and external programs and agencies, i.e. WIC and Peer Counseling;
2. Prepare and submit individual electronic and signed paper copy of the CER invoice, not later than thirty (30) days following the end of each report month of the program year;
3. Final CER invoice for each program not later than forty-five (45) days following the end of each Contract year;
4. WIC Local Agency Annual Cost Summary matching the final WIC Contractor's CER, not later than forty-five (45) days following the end of each Contract year; and
5. Each Contracted Program's amendment application by no later than April 1 for the following Contract year which contains the following information:
 - 5.1 Request for Caseload to be served;
 - 5.2 Request for budget and budget justification;
 - 5.3 Updated Participant Nutrition Education Plan by May 1st for the following contract year and a progress report of the previous year's activities;
 - 5.4 Updated Outreach and Referral Plan by May 1st of each contract year and a progress report of what has been accomplished;
 - 5.5 Updated Staff Training Plan by May 1st of each contract year and a progress report of previous year's training activities. (May 1 – April 30); and
 - 5.6 Any additional services.
6. Quarterly reports for the Peer Counseling Program to be submitted fifteen (15) days after each quarter of the Contract year.
7. All required responses to federal and state audits and reviews in a timely manner.

H. Performance Standards and Awards

1. Upon Contract finalization, ADHS shall notify the Contractor by certified mail of the assigned caseload, and throughout the term of the Contract, of any changes to the assigned caseload. The Contractor shall maintain an average monthly participation level in accordance with the following table:

<u>Caseload Assignment</u>	<u>% Maintained</u>
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<10,000 participants/month	97%
>10,000 to <49,999 participants/month	98%
>50,000 participants/month	99%

2. If, after each quarter of the federal fiscal year (October through September), the Contractor has not attained the required participation level, ADHS will have the option of reducing the assigned caseload and resources to the Contractor's current service level. ADHS may also then move the unused caseload and corresponding resources to other WIC local agencies in order to fully utilize the resources.
3. Local agencies shall be eligible for one (1) or more of the following awards:
 - 3.1 Any local agency which meets 100% or more of its initial caseload assignment for six (6) months (October 1 through March 31) may receive an award of \$2,000 added to that agency's following fiscal year WIC funding formula award if the Contract is extended and additional expenditures can be identified;
 - 3.2 Any local agency which meets 98% of its documentation requirement in nutrition education for the previous Contract year may receive an award of \$5,000 added to that agency's following fiscal year WIC funding formula award if the Contract is extended and additional expenditures can be identified;
 - 3.3 Any local agency which maintains an infant formula exception rate below 3% for six (6) months (October 1 through March 31) may receive an award of \$1,000 added to that agency's following fiscal year WIC funding formula award if the Contract is extended and additional expenditures can be identified;
 - 3.4 Pursuant to 7 CFR 246.14, which allows the WIC program to fund nutrition services and administrative expenses, the Performance Awards may be part of the annual funding formula and awarded to the Contractor in the next Contract year; and
 - 3.5 USDA has the option to award breastfeeding performance awards to State Agencies who exceed the national average. If funds are awarded to Arizona, each local agency program will receive a proration of the amount based upon the number of exclusively nursing women in their local agency. It will be a set amount, and may only be used for purposes outlined in the current federal guidelines.

I. NOTICES, CORRESPONDENCE AND REPORTS

1. Notices, correspondence, reports and invoices from the Contractor to ADHS shall be sent to:

Arizona Department of Health Services
 150 N. 18th Avenue
 Phoenix, Arizona 85007
 Attention: WIC Program Manager
2. Notices, Correspondence and Reports from ADHS to the Contractor shall be sent to: (Contractor to complete)

Contractor Gila County Health Dept
 Attention: Ursula Donovan
 Address 5515 S. Apache Ave.
 Address Suite 100
 City, State, ZIP Globe, AZ 85501
 Phone (928) 402-8815
 Fax (928) 425-0794
 Email udonovan@co.gila.az.us

Contract Number HG050277	INTERGOVERNMENTAL AGREEMENT PRICE SHEET
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PRICE SHEET
October 1, 2010 to September 30, 2011

Cost Reimbursement Line Item Budget

WIC Services

Account Classification	Amount
Personnel	\$202,710.00
Employee Related Expenses	\$75,978.00
Professional & Outside Services	\$1.00
Travel Expense	\$9,148.00
Occupancy Expenses	\$1.00
Other Operating Expenses	\$21,275.00
Capital Expenditures	\$1.00
Indirect Cost	\$14,292.00
Total	\$323,406.00

Breastfeeding Peer Counseling Services

Account Classification	Amount
Personnel	\$0.00
Employee Related Expenses	\$0.00
Professional & Outside Services	\$0.00
Travel Expense	\$0.00
Occupancy Expenses	\$0.00
Other Operating Expenses	\$0.00
Capital Expenditures	\$0.00
Indirect Costs	\$0.00
Total	\$0.00

Farmer's Market Nutrition Program Services

Account Classification	Amount
Personnel	\$0.00
Employee Related Expenses	\$0.00
Professional and Outside Services	\$0.00
Travel Expense	\$0.00
Occupancy Expenses	\$0.00
Other Operating Expenses	\$0.00
Capital Expenditures	\$0.00
Indirect Costs	\$0.00
Total	\$0.00

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Additional terms and conditions:

With prior written approval from the Program Manager, the Contractor is authorized to transfer up to a maximum of ten percent (10%) of the total budget amount between funded line items. Transfers of funds are only allowed between funded line items. Transfers exceeding ten percent (10%) or to a non-funded line item shall require an amendment.

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 modified with an official ADHS Procurement Change Order, and/or b.) an additional Purchase Order is issued for purchase of services under this Contract.

ADHS reserves the right to adjust awards given to local agencies depending on federal dollars received. ~~Adjustments will be at the discretion of ADHS.~~

Additional WIC Program:

Should additional administrative monies become available through state or federal grants, ADHS may increase the purchase order to increase the number of participants served and increase the total of this contract.

The assigned caseload for FFY 2011 is 1500.

Additional Breastfeeding Peer Counseling Program:

Allowable costs for the Peer Counseling Program include compensation for peer counselors and designated peer counselor managers/coordinators, and related costs such as training and training materials; telephone expenses for participant contacts (including pager, cell phones and answering machines); travel for training and home and hospital visits; recruitment of peer counseling staff; and the purchase of demonstration materials (e.g., breast pumps for demonstration purposes, videos). Out of state travel must be pre-approved by ADHS. Items and materials for distribution to WIC participants (e.g. breast pumps, breastfeeding aids, written materials) are not allowable costs.

Farmer's Market Nutrition Program:

If funding for additional FMNP checks becomes available and the contract budget (as shown on the Contract Price Sheet) has been fully expended, Contractor may choose whether or not to distribute the additional checks with no increase in the contract budget.



GILA COUNTY ATTORNEY
Daisy Flores

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

To whom it may concern:

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

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

A.R.S. § 11-952(D) requires that

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

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

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

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

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

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

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

ARF-1540

Consent Agenda Item 4- G

Regular BOS Meeting

Meeting Date: 11/13/2012

Submitted By: Marian Sheppard, Chief
Deputy Clerk, BOS, Clerk of
the Board of Supervisors

Department: Clerk of the Board of Supervisors

Information

Request/Subject

Lion's Club Special Event Liquor License Application for November 10, 2012.

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.

On January 24, 2012, the Board of Supervisors approved an application submitted by the Lion's Club to sell liquor on February 11, 2012.

On March 20, 2012, the Board of Supervisors approved two applications submitted by the Lion's Club to sell liquor on April 7, 2012, and April 14, 2012.

On September 4, 2012, the Board of Supervisors approved two applications submitted by the Lion's Club to sell liquor on September 20, 2012, and September 22, 2012.

The City of Globe also approved an application for one day in 2012.

Evaluation

The Chief Deputy Clerk of the Board of Supervisors has reviewed the attached application and has determined that it has been filled out correctly.

Conclusion

This charitable organization properly completed the application. This application was submitted to the Chief Deputy Clerk of the Board after the October 16th Board meeting, and since there was not another Board of Supervisors' meeting scheduled until November 13th, the County Manager signed the application on behalf of the Board of Supervisors to allow the Lion's Club sufficient time to submit this application to the Department for final approval prior to the scheduled event.

The Lion's Club of Globe, Arizona, has used 7 days of the allowable 10 days to serve liquor at a special event in 2012.

Recommendation

The Chief Deputy Clerk recommends that the Board of Supervisors ratify its approval authorizing the County Manager's signature on this application.

Suggested Motion

Ratification of the Board of Supervisors' authorization for the County Manager's signature on a Special Event Liquor License Application submitted by the Lion's Club of Globe, Arizona, Inc. to serve liquor on November 10, 2012.

Attachments

Lion's Club Special Event Liquor License Application

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

Rec'd
 10-18-12

APPLICATION FOR SPECIAL EVENT LICENSE

Fee = \$25.00 per day for 1-10 day events only
 A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. § 44-6852)

**NOTE: THIS DOCUMENT MUST BE FULLY COMPLETED OR IT WILL BE RETURNED.
 PLEASE ALLOW 10 BUSINESS DAYS FOR APPROVAL**

**Application must be approved by local government before submission to Department of Liquor Licenses and Control. (Section #20)

DLIC USE ONLY
LICENSE #

1. Name of Organization: Lim's Club of Globe AZ, Inc.

2. Non-Profit/I.R.S. Tax Exempt Number: 501(c)4 86-6052543

3. The organization is a: (check one box only)

- Charitable
- Fraternal (must have regular membership and in existence for over 5 years)
- Civic
- Political Party, Ballot Measure, or Campaign Committee
- Religious

4. What is the purpose of this event? Wedding

5. Location of the event: Gila County Fairgrounds 85501
Address of physical location (Not P.O. Box) City County Zip

Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Question #1. (Signature required in section #18)

6. Applicant: Heffel David A 3/29/56
Last First Middle Date of Birth

7. Applicant's Mailing Address: 808 S. Sandi Ln. Globe AZ 85501
Street City State Zip

8. Phone Numbers: () (928) 812-0041 (928) 402-1807
Site Owner # Applicant's Business # Applicant's Home #

9. Date(s) & Hours of Event: (Remember: you cannot sell alcohol before 10:00 a.m. on Sunday)

	Date	Day of Week	Hours from A.M./P.M.	To A.M./P.M.
Day 1:	<u>11/10/12</u>	<u>Saturday</u>	<u>4-11</u>	<u>P.M.</u>
Day 2:				
Day 3:				
Day 4:				
Day 5:				
Day 6:				
Day 7:				
Day 8:				
Day 9:				
Day 10:				

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 7^{MS} 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)

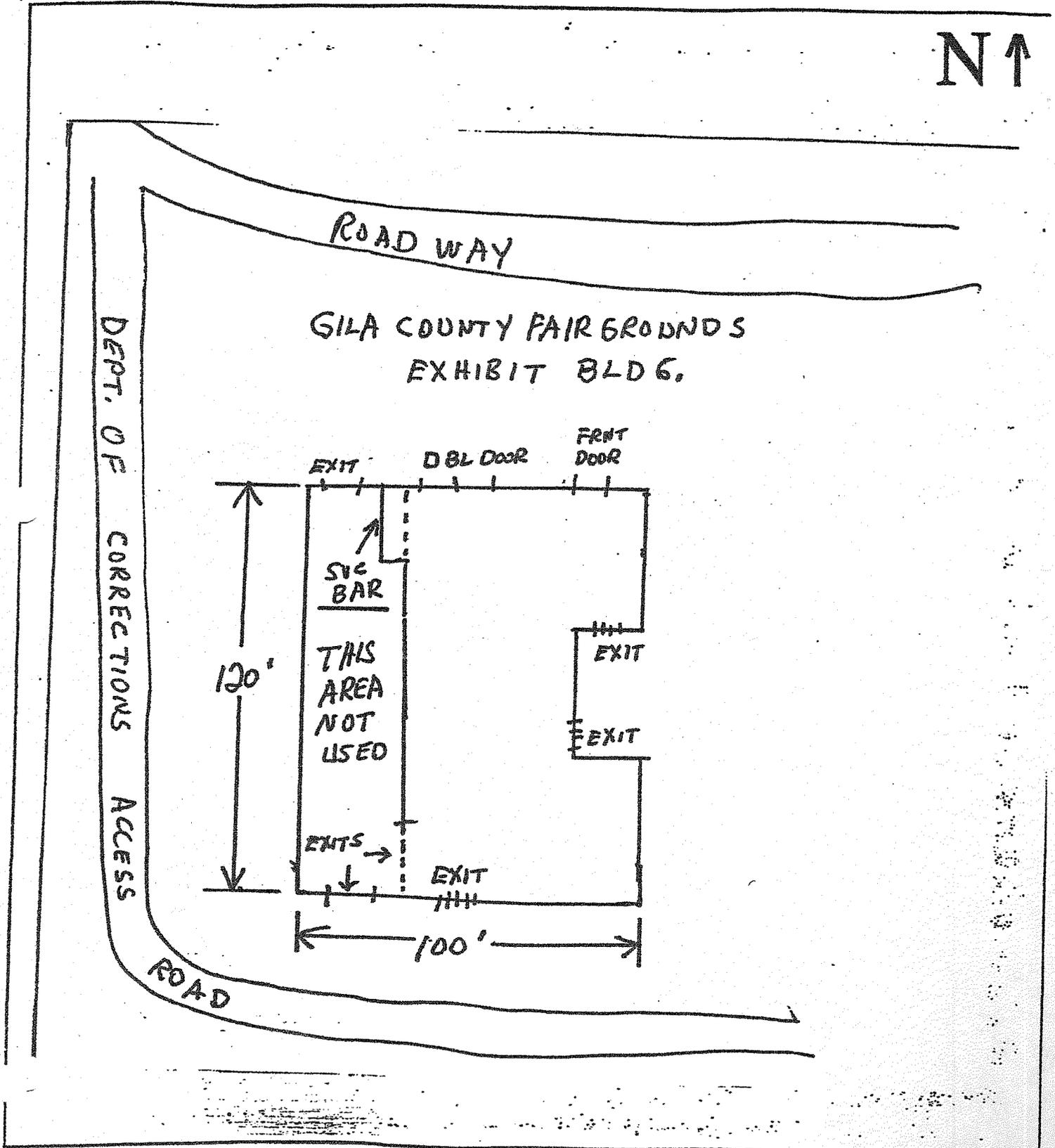
16. Is there an existing liquor license at the location where the special event is being held? YES NO
If yes, does the existing business agree to suspend their liquor license during the time period, and in the area in which the special event license will be in use? YES NO
(ATTACH COPY OF AGREEMENT)

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.

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-1561

Consent Agenda Item 4- H

Regular BOS Meeting

Meeting Date: 11/13/2012

Submitted By: Marian Sheppard, Chief
Deputy Clerk, BOS, Clerk of
the Board of Supervisors

Department: Clerk of the Board of Supervisors

Information

Request/Subject

Collins Ranch Water Users' Association Water Franchise Application

Background Information

On July 27, 1987, the Board of Supervisors granted a 25-year non-exclusive Franchise to Collins Ranch Water Users' Association (Association) to allow the Association to supply domestic and residential water to its member homes.

On November 30, 1987, the Board of Supervisors approved an Amended Franchise for Collins Ranch Water Users' Association which incorporates the following changes to the initial Franchise: 1) the legal description changed to reflect the correct legal description; 2) on line 2 of paragraph 11 of the Franchise, the words "or an adjudication" were added; and 3) on lines 3 and 5 of that same paragraph the six months period was changed to eight months. When this Amended Franchise was approved by the Board of Supervisors, the effective start of the 25-year Franchise was November 30, 1987.

At present, the Association is providing water to 36 member homes.

Evaluation

An Application to renew this Franchise for an additional period of 15 years was received by the Chief Deputy Clerk of the Board on August 20, 2012. Per Gila County franchise application requirements, the applicant has submitted a payment of \$350 for the application fee, which was deposited with the County Treasurer on August 22, 2012. An internal review of the application paperwork has also been conducted. The County Engineering Department has verified that the legal description matches the area map and that the service area has not changed from the time the Amended Franchise was granted by the Board of Supervisors. The Chief Deputy Clerk of the Board and the Chief Deputy County Attorney have confirmed that the applicant has met all of the County's franchise application requirements.

Conclusion

The next step in the application process is for the Board of Supervisors to officially accept the application and set a hearing date to obtain public comment on this application.

Recommendation

As all requirements for this application have been met, the Chief Deputy Clerk recommends that the Board of Supervisors accept this application and set a hearing date of Tuesday, December 4, 2012, at 10:00 a.m. to renew this Franchise for an additional 15 years from November 30, 2012, through November 29, 2027.

Per A.R.S. §40-283(E), a notice of the public hearing will be published once a week for three weeks in the Arizona Silver Belt newspaper, which is the official newspaper of Gila County for 2012, and in the Payson Roundup newspaper.

Suggested Motion

Approval to accept an Application for Franchise submitted by Collins Ranch Water Users' Association to renew its franchise for an additional 15 years in order to continue providing domestic and residential water to its members, and set a public hearing date of Tuesday, December 4, 2012, at 10:00 a.m. to consider the granting of said Franchise.

Attachments

Collins Ranch Water Users' Association Water Franchise Application

Rec'd
8-20-12
MS

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

Attention: Marian Sheppard
Chief Deputy Clerk

In the Matter of Renewal Application
Of
COLLINS RANCH WATER USERS' ASSOCIATION, Inc.

Collins Ranch Water Users' Association, Inc. (CRWUA) submits and requests a fifteen (15) year Franchise extension and for renewal of Water Franchise License dated November 30, 1987, Docket 721, page 265.

1. Name, address and telephone number of the applicant:
Collins Ranch Water Users' Association, Inc.
494 S. Zane Meadows Road
Payson, AZ 85541-7452

Contact person: Dennis N. Greeley, President
480-861-0882
2173 W. Enfield Way
Chandler, AZ 85286-6760

Applicant is an Arizona Corporation:
Attached is a copy of four (4) page 2012 CRWUA current Arizona Corporation Commission Filing. Exhibit A-1 and A-2.

2. Statement of ownership and any agreements between applicant and any proposed owners:
Ownership of Collins Ranch Water Users' Association is held, in its entirety, by owners of private property in Collins Ranch who have joined the Association:
There are no person or persons who propose to have an ownership interest other than property owners in Collins Ranch.
3. Financial Statements showing ability to operate the business prepared by an accountant are attached.
Exhibit B-1 CRWUA Profit & Loss statement for corporate year 2011;
Exhibit B-2 CRWUA Balance Sheet as of end of corporate year 12-31-11;
Exhibit B-3 CRWUA Profit & Loss Previous Year Comparison.

The accountant's contact information is:
John Griffin, C.P.A
Professional Tax & Accounting Services
2300 S. Rural Road
Tempe, AZ 85282 Phone number: 480-967-8837

4. A Map and legal description indication the proposed service area:
The service area is known as Collins Ranch, Payson, AZ is unincorporated area of Gila County. The Franchised Service Area is approximately 126.3 acres in size.

Legal Description: The Collin's Ranch Water Users Association, Inc.'s Franchised Service Area is located in the SW 1/4, SW 1/4, of Section 29, and N 1/2, NW 1/4, Section 32, T. 11 1/2 N, R. 11 1/2 E, G and S.R.B. and M., Gila County, Arizona.

Enclosed are:

Exhibit C-1 Map depicting the location of the CRWUA's Franchised Service Area in relationship to Payson, AZ.

Exhibit C-2 Map depicting location of CRWUA's Franchised Service Area in detail to surrounding location.

Exhibit D Depicts the "as-built" construction details of the system including the distribution pipelines.

Exhibit E Depicts the Well Site and two well locations.

Exhibit F Depicts the water storage building, water storage tanks, pressure tank, booster pumps and chlorinator.

Legal Right to Use Wells:

CRWUA Warranty Deed to the well site property.

Gila County Well Registrations # 55-531605 and #55-532462.

History of CRWUA. Exhibit G.

5. Proposed Line Extension Policy:
There is no proposed line extensions planned.
6. Proposed Construction Time Schedule:
There is no proposed construction time schedule as this is not a new application.
7. Description of the type and capacity of the business:

Collins Ranch Water Users' Association, Inc. supplies domestic and residential water to its thirty-six (36) member homes by use of two wells. Currently, CRWUA is supplying approximately 750,000 gallons per year for an average of 20,833 per member household.

The water facility consists of a metal, insulated building containing six (6) holding tanks, water chlorinator, three (3) boost pumps, a hydropneumatic tank and a back-up generator system. (See Exhibit F.) CRWUA is in compliance with Arizona Department of Environmental Quality,

8. Previous experience of the applicant in providing service:
This is a franchise renewal application. Collins Ranch Water Users Association, Inc. has been in operation since well permits were issued in October 2, 1985 and CRWUA, Inc. was incorporated as a non-profit Arizona Corporation on June 29, 1987.
9. Any other details, statements, information or references required or requested by the Board of Supervisors:
There are no other required or requested information.
10. Non-refundable application fee of Three Hundred Fifty Dollars (\$350) is attached:
Collins Ranch Water Users Assoc. check #1687 dated August 16, 2012.



E-FILED

**STATE OF ARIZONA
CORPORATION COMMISSION
CORPORATION ANNUAL REPORT
& CERTIFICATE OF DISCLOSURE**

03787845

DUE ON OR BEFORE 05/29/2012

FILING FEE \$10

PLEASE READ ALL INSTRUCTIONS. The following information is required by A.R.S. §§10-1522 & 10-11522 for all corporations organized pursuant to Arizona Revised Statutes, Title 10. The Commission's authority to prescribe this form is A.R.S. 121(A) & 10-3121(A). YOUR REPORT MUST BE SUBMITTED ON THIS ORIGINAL FORM. Make changes or corrections necessary. Information for the report should reflect the current status of the corporation.

-0196842-0

- 1. COLLINS RANCH WATER USERS ASSOCIATION
494 S ZANE MEADOWS RD
PAYSON, AZ 85541**

Business Phone: 4809174710

(Business phone is optional.)

State of Domicile: ARIZONA

Type of Corporation: NON-PROFIT

- 2. Statutory Agent: FREDRICK WASHINGTON
Mailing Address: 349 N BROOK LN
City, State, Zip: PAYSON, AZ 85541**

**Statutory Agent's Street or Physical Address:
Physical Address: 349 N BROOK LN
City, State, Zip: PAYSON, AZ 85541**

ACC USE ONLY	
Fee	\$ <u>10.00</u>
Penalty	\$ <u>0.00</u>
Reinstates	\$ <u>0.00</u>
Expedite	\$ _____
Resubmit	\$ _____

If appointing a new statutory agent, the new agent MUST consent to that appointment by signing below. Note that the agent address must be in Arizona, (Individual) or Wis. (corporation or limited liability company) having been designated the new Statutory Agent, do hereby consent to this appointment until my removal or resignation pursuant to law.

Signature of new Statutory Agent

Printed Name of new Statutory Agent

- 3. Secondary Address:**

(Foreign Corporations are **REQUIRED** to complete this section).

- 4. CHARACTER OF BUSINESS**

Received: 03/04/2012 10:23

-0196842-0 COLLINS RANCH WATER USERS ASSOCIATION

5. CAPITALIZATION: (For-profit Corporations and Business Trusts are **REQUIRED** to complete this section.)

Business trusts must indicate the number of transferable certificates held by trustees evidencing their beneficial interest in estate.

5a. Please examine the corporation's original Articles of Incorporation for the amount of shares authorized.

Number of Shares/Certificates Authorized	Class	Series Within Class (if
--	-------	-------------------------

5b. Review all corporation amendments to determine if the original number of shares has changed. Examine 1 minutes for the number of shares issued.

Number of Shares/Certificates Issued	Class	Series Within Class (if
--------------------------------------	-------	-------------------------

6. SHAREHOLDERS: (For-profit Corporations and Business Trusts are **REQUIRED** to complete this section.)

List shareholders holding more than 20% of any class of shares issued by the corporation, or having more than 1 interest in the corporation.

NONE

7. OFFICERS

Name: DENNIS GREELEY
 Title: PRESIDENT
 Address: 2173 W. ENFIELD WAY
 CHANDLER, AZ 852866760
 Date Taking Office: 10/01/2007

Name: MARK WILLIAMS
 Title: SECRETARY
 Address: 1107 E. CALLE MONTE 1
 TEMPE, AZ 85284
 Date Taking Office: 10/21/2001

Name: RICK WASHBURN
 Title: TREASURER
 Address: 349 N BROOK LANE
 PAYSON, AZ 85541
 Date Taking Office: 04/18/2009

Name:
 Title:
 Address:
 Date Taking Office:

8. DIRECTORS

Name: GAIL HODGE
 Address: 1046 OLD PINE TRAIL
 PAYSON, AZ 85541
 Date Taking Office: 10/15/2010

Name: VICKI BREUNIG
 Address: 13611 N 59TH PL
 SCOTTSDALE, AZ 85251
 Date Taking Office: 10/15/2010

Name: JEFFREY WILMS
 Address: 12475 N 93RD ST
 SCOTTSDALE, AZ 85260

Name: ROGER PARKS
 Address: 550 W. BASELINE RD. 1
 MESA, AZ 85210

-0196842-0 COLLINS RANCH WATER USERS ASSOCIATION

9. FINANCIAL DISCLOSURE (A.R.S. §10-11622(A)(9))

Nonprofits – if your annual report is due on or before September 25, 2008, you must attach a financial statement (e.g. income/ balance sheet including assets, liabilities). If your nonprofit annual report is due after September 25, 2008, a financial statement is required. Cooperative marketing associations must in all cases submit a financial statement. All other forms of corporations are required to submit a financial statement no matter what date the annual report was due.

ONLY NONPROFIT CORPORATIONS MUST ANSWER THIS QUESTION:

9A. MEMBERS (A.R.S. §10-11622(A)(6))

This corporation **DOES** **DOES NOT**

10. CERTIFICATE OF DISCLOSURE (A.R.S. §§ 10-202(D), 10-3202(D), 10-1622(A)(B) & 10-11622(A)(7))

A. Has any person who is currently an officer, director, trustee, incorporator, or who, in a For-profit corporation, controls or holds 10% of the issued and outstanding common shares or 10% of any other proprietary, beneficial or membership interest in been:

1. Convicted of a felony involving a transaction in securities, consumer fraud or antitrust in any state or federal jurisdiction with period immediately preceding the execution of this certificate?
2. Convicted of a felony, the essential elements of which consisted of fraud, misrepresentation, theft by false pretenses or a monopoly in any state or federal jurisdiction within the seven year period immediately preceding execution of this certificate?
3. Subject to an injunction, judgment, decree or permanent order of any state or federal court entered within the seven year period preceding execution of this certificate where such injunction, judgment, decree or permanent order involved the violation:
 - (a) fraud or registration provisions of the securities laws of that jurisdiction, or
 - (b) the consumer fraud laws of that jurisdiction, or
 - (c) the antitrust or restraint of trade laws of that jurisdiction?

One box must be marked: YES

If "YES" to A, the following information must be submitted as an attachment to this report for each person subject to actions stated in Items 1 through 3 above.

- | | |
|---|---|
| 1. Full birth name. | 5. Date and location of birth. |
| 2. Full present name and prior names used. | 6. The nature and description of each corporation; the date and location; the court involved; and the file or cause number of each. |
| 3. Present home address. | |
| 4. All prior addresses for immediately preceding 7 year period. | |

B. Has any person who is currently an officer, director, trustee, incorporator, or who, in a For-profit corporation, controls or holds the issued and outstanding common shares, or 20% of any other proprietary, beneficial or membership interest in the corporation in any such capacity or held a 20% interest in any other corporation on the bankruptcy or receivership of that other corporation?

One box must be marked: YES

If "YES" to B, the following information must be submitted as an attachment to this report for each corporation subject to statement above.

- (a) Name and address of each corporation and the persons involved.
- (b) State(s) in which it (i) was incorporated and (ii) transacted business.
- (c) Dates of corporate operation.

11. STATEMENT OF BANKRUPTCY OR RECEIVERSHIP (A.R.S. §§ 10-1623 & 10-11623)

A. Has the corporation filed a petition for bankruptcy or appointed a receiver? **One box must be marked: YES**

If "Yes" to A, the following information must be submitted as an attachment to this report:

1. All officers, directors, trustees and major stockholders of the corporation within one year of filing the petition for bankruptcy or appointment of a receiver. If a major stockholder is a corporation, the statement shall list the current president, chairman of the board of directors and major stockholders of such corporate stockholder. "Major stockholder" means a shareholder controlling twenty per cent of the issued and outstanding shares or twenty per cent of any proprietary, beneficial or interest in the corporation.
2. Whether any such person has been an officer, director, trustee or major stockholder of any other corporation within one year of filing the petition for bankruptcy or receivership of the other corporation. If so, for each such corporation give:
 - (a) Name and address of each corporation;
 - (b) States in which it (i) was incorporated and (ii) transacted business.
 - (c) Dates of operation.

12. SIGNATURES: Annual Reports must be signed and dated by at least one duly authorized officer or they will I declare, under penalty of perjury, that all corporate income tax returns required by Title 43 of the Arizona Revised Statutes filed with the Arizona Department of Revenue. I further declare under penalty of perjury that I (we) have examined this certificate, including any attachments, and to the best of my (our) knowledge and belief they are true, correct and complete.

Name **RICK WASHBURN**

Date **03/04/2012**

-0196842-0 COLLINS RANCH WATER USERS ASSOCIATION

Additional Directors

Name: DENNIS GREELEY
Address: 2173 W. ENFIELD WAY
CHANDLER, AZ 852866760
Date Taking Office: 10/01/2004

Name: PERNELL TOMASI
Address: 5006 S ROOSEVELT ST
TEMPE, AZ 85282
Date Taking Office: 10/10/2011

2:50 PM
07/12/12
Accrual Basis

CRWUA
Profit & Loss
January through December 2011

	<u>Jan - Dec 11</u>
Ordinary Income/Expense	
Income	
Water Fees	
Base Water Rate	8,880.00
Late Fees	195.00
Storage Assessment	0.00
Water Use Fees	3,833.28
Total Water Fees	<u>12,908.28</u>
Total Income	12,908.28
Expense	
Bank Service Charges	19.00
Insurance	
Product and General Liability	3,414.00
Total Insurance	3,414.00
Licenses and Permits	10.00
Office	
Meter Reading	443.44
Office Supplies	51.78
Total Office	495.22
Postage and Delivery	150.16
Professional Fees	
Accountant Services	125.00
Total Professional Fees	125.00
Repairs	
Building Repairs	297.17
Distribution System	1,358.93
Equipment Repairs	3,698.66
Total Repairs	5,354.76
Taxes	
Property	1,170.74
Total Taxes	1,170.74
Utilities	
Gas and Electric	790.35
Total Utilities	790.35
Water Treatment	
Plant Checklist/Chlorination	360.00
Treatment Equipment	33.93
Treatment Supplies	295.00
Water Testing	2,645.00
Total Water Treatment	<u>3,333.93</u>
Total Expense	<u>14,863.16</u>
Net Ordinary Income	-1,954.88
Other Income/Expense	
Other Income	
Interest Income	3.14
Total Other Income	<u>3.14</u>
Net Other Income	3.14
Net Income	<u><u>-1,951.74</u></u>

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02/23/12

Accrual Basis

CRWUA
Balance Sheet Prev Year Comparison
 As of December 31, 2011

	Dec 31, 11	Dec 31, 10	\$ Change	% Change
ASSETS				
Current Assets				
Checking/Savings				
National Bank of Arizona	9,236.83	12,844.94	-3,608.11	-28.1%
National Bank of Arizona MM	6,276.43	6,273.29	3.14	0.1%
Total Checking/Savings	<u>15,513.26</u>	<u>19,118.23</u>	<u>-3,604.97</u>	<u>-18.9%</u>
Total Current Assets	15,513.26	19,118.23	-3,604.97	-18.9%
Fixed Assets				
New Water Plant	101,555.89	87,655.20	13,900.69	15.9%
Storage Tanks	11,047.74	11,047.74	0.00	0.0%
Well Site Property	35,956.36	29,350.97	6,605.39	22.5%
Total Fixed Assets	<u>148,559.99</u>	<u>128,053.91</u>	<u>20,506.08</u>	<u>16.0%</u>
Other Assets				
Distribution System	44,709.05	44,709.05	0.00	0.0%
Generator	3,327.15	4,000.00	-672.85	-16.8%
Pressure Tank	5,000.00	5,000.00	0.00	0.0%
Pump Systems	17,450.20	17,450.20	0.00	0.0%
Wells	20,000.00	20,000.00	0.00	0.0%
Total Other Assets	<u>90,486.40</u>	<u>91,159.25</u>	<u>-672.85</u>	<u>-0.7%</u>
TOTAL ASSETS	<u>254,559.65</u>	<u>238,331.39</u>	<u>16,228.26</u>	<u>6.8%</u>
LIABILITIES & EQUITY				
Equity				
Fund Balance	220,918.02	202,738.02	18,180.00	9.0%
Retained Earnings	35,593.37	37,859.41	-2,266.04	-6.0%
Net Income	-1,951.74	-2,266.04	314.30	13.9%
Total Equity	<u>254,559.65</u>	<u>238,331.39</u>	<u>16,228.26</u>	<u>6.8%</u>
TOTAL LIABILITIES & EQUITY	<u>254,559.65</u>	<u>238,331.39</u>	<u>16,228.26</u>	<u>6.8%</u>

Exhibit B-2

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02/23/12

Accrual Basis

CRWUA
Profit & Loss Prev Year Comparison
January through December 2011

	Jan - Dec 11	Jan - Dec 10	\$ Change	% Change
Ordinary Income/Expense				
Income				
Water Fees				
Base Water Rate	8,880.00	8,880.00	0.00	0.0%
Late Fees	195.00	0.00	195.00	100.0%
Storage Assessment	0.00	0.00	0.00	0.0%
Water Use Fees	3,833.28	3,125.76	707.52	22.6%
Total Water Fees	12,908.28	12,005.76	902.52	7.5%
Total Income	12,908.28	12,005.76	902.52	7.5%
Expense				
Bank Service Charges	19.00	5.00	14.00	280.0%
Insurance				
Product and General Liability	3,414.00	1,796.00	1,618.00	90.1%
Total Insurance	3,414.00	1,796.00	1,618.00	90.1%
Interest Expense				
Finance Charge	0.00	0.02	-0.02	-100.0%
Total Interest Expense	0.00	0.02	-0.02	-100.0%
Licenses and Permits	10.00	45.00	-35.00	-77.8%
Office				
Meter Reading	443.44	120.00	323.44	269.5%
Office Equipment	0.00	94.21	-94.21	-100.0%
Office Supplies	51.78	139.92	-88.14	-63.0%
Software	0.00	295.49	-295.49	-100.0%
Total Office	495.22	649.62	-154.40	-23.8%
Postage and Delivery	150.16	138.00	12.16	8.8%
Professional Fees				
Accountant Services	125.00	0.00	125.00	100.0%
Total Professional Fees	125.00	0.00	125.00	100.0%
Repairs				
Building Repairs	297.17	477.12	-179.95	-37.7%
Distribution System	1,358.93	853.88	505.05	59.2%
Equipment Repairs	3,698.66	974.11	2,724.55	279.7%
Total Repairs	5,354.76	2,305.11	3,049.65	132.3%
Taxes				
Property	1,170.74	981.66	189.08	19.3%
Total Taxes	1,170.74	981.66	189.08	19.3%
Utilities				
Gas and Electric	790.35	1,036.41	-246.06	-23.7%
Total Utilities	790.35	1,036.41	-246.06	-23.7%
Water Treatment				
Plant Checklist/Chlorination	360.00	80.00	280.00	350.0%
Treatment Equipment	33.93	0.00	33.93	100.0%
Treatment Supplies	295.00	475.00	-180.00	-37.9%
Water Testing	2,645.00	2,769.00	-124.00	-4.5%
Total Water Treatment	3,333.93	3,324.00	9.93	0.3%
Total Expense	14,863.16	10,280.82	4,582.34	44.6%
Net Ordinary Income	-1,954.88	1,724.94	-3,679.82	-213.3%
Other Income/Expense				
Other Income				
Interest Income	3.14	9.02	-5.88	-65.2%
Total Other Income	3.14	9.02	-5.88	-65.2%
Other Expense				
Loss on disposition of storage	0.00	4,000.00	-4,000.00	-100.0%

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02/23/12

Accrual Basis

CRWUA

Profit & Loss Prev Year Comparison

January through December 2011

	<u>Jan - Dec 11</u>	<u>Jan - Dec 10</u>	<u>\$ Change</u>	<u>% Change</u>
Total Other Expense	0.00	4,000.00	-4,000.00	-100.0%
Net Other Income	3.14	-3,990.98	3,994.12	100.1%
Net Income	<u>-1,951.74</u>	<u>-2,266.04</u>	<u>314.30</u>	<u>13.9%</u>

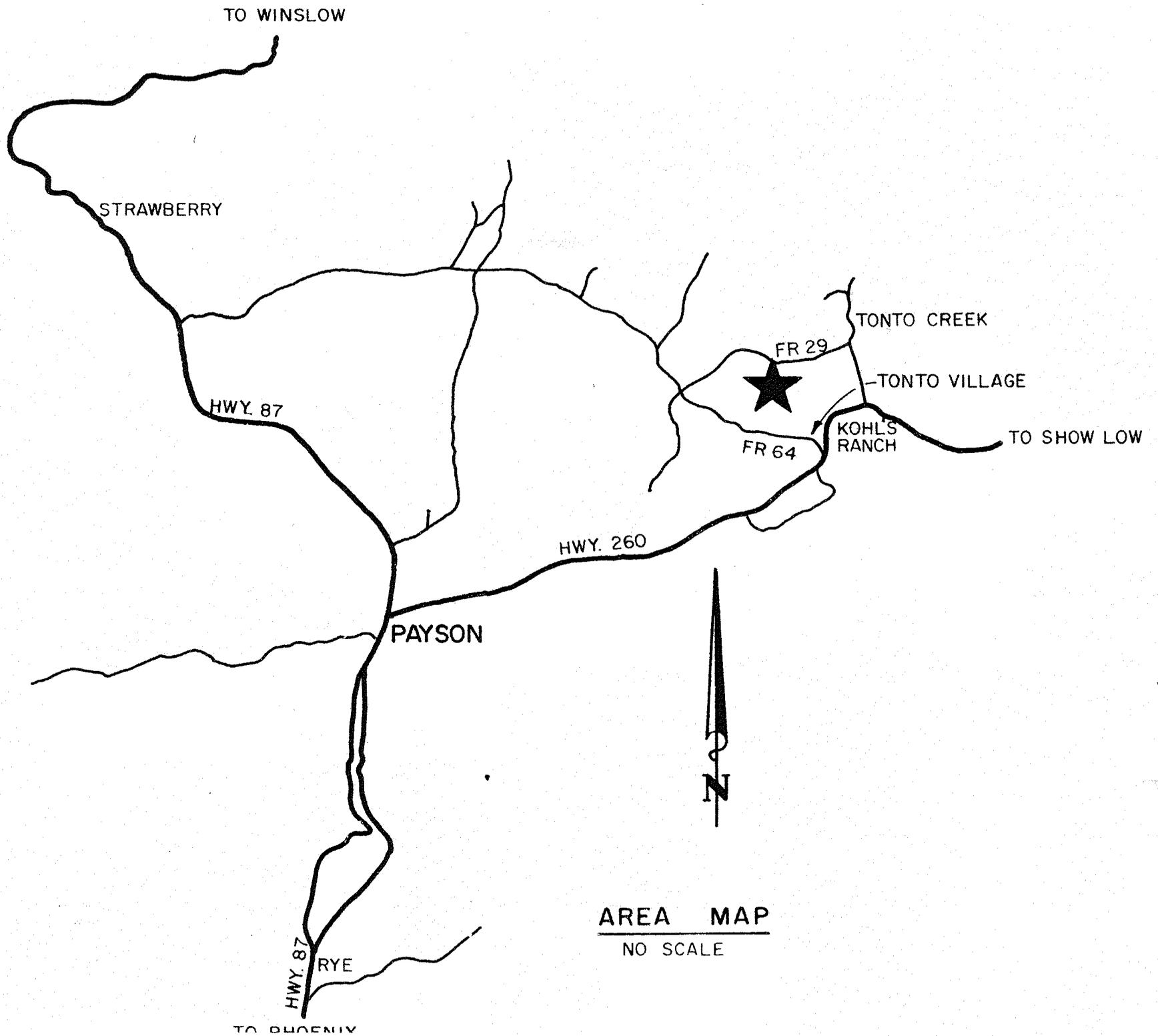
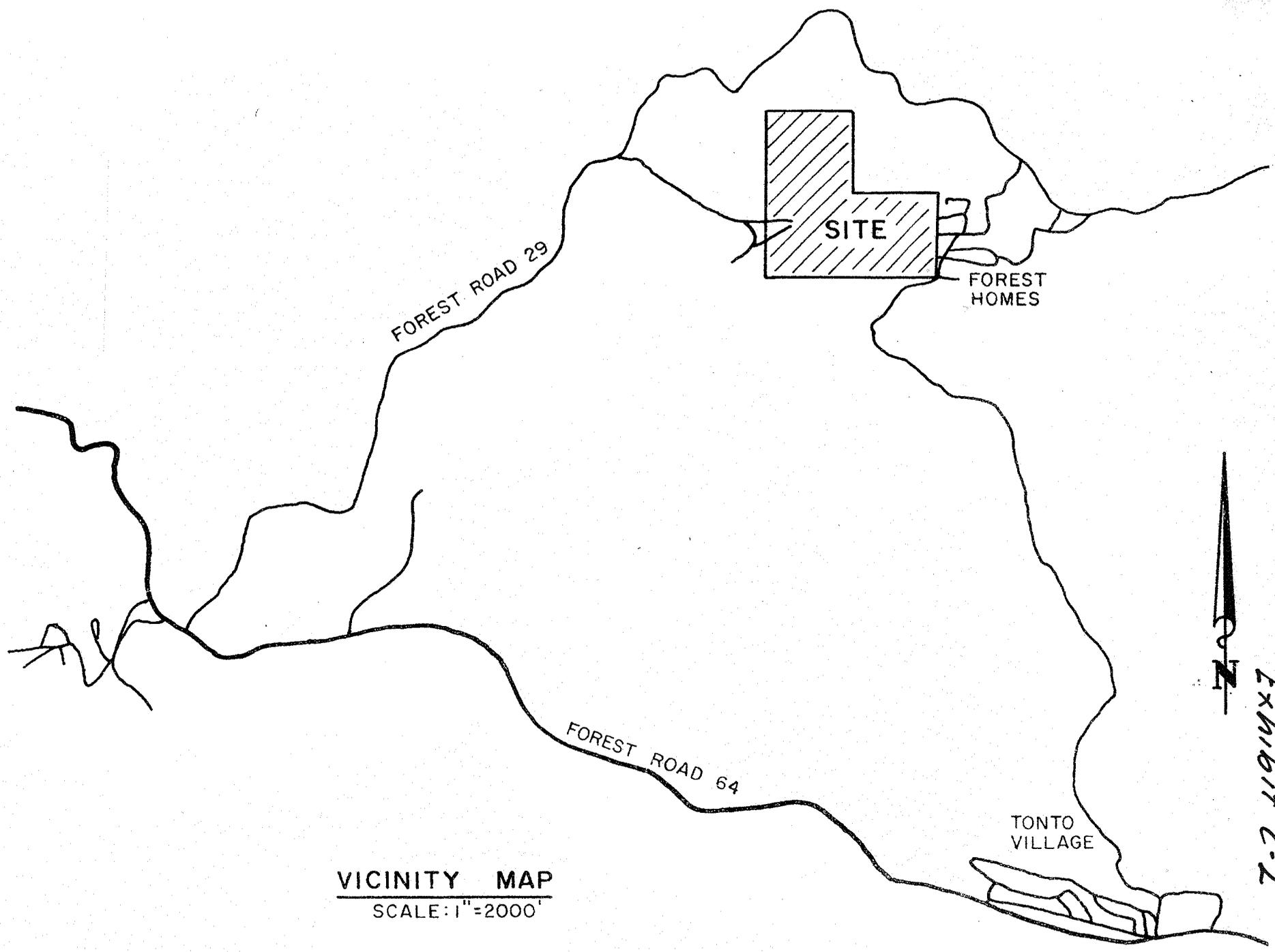


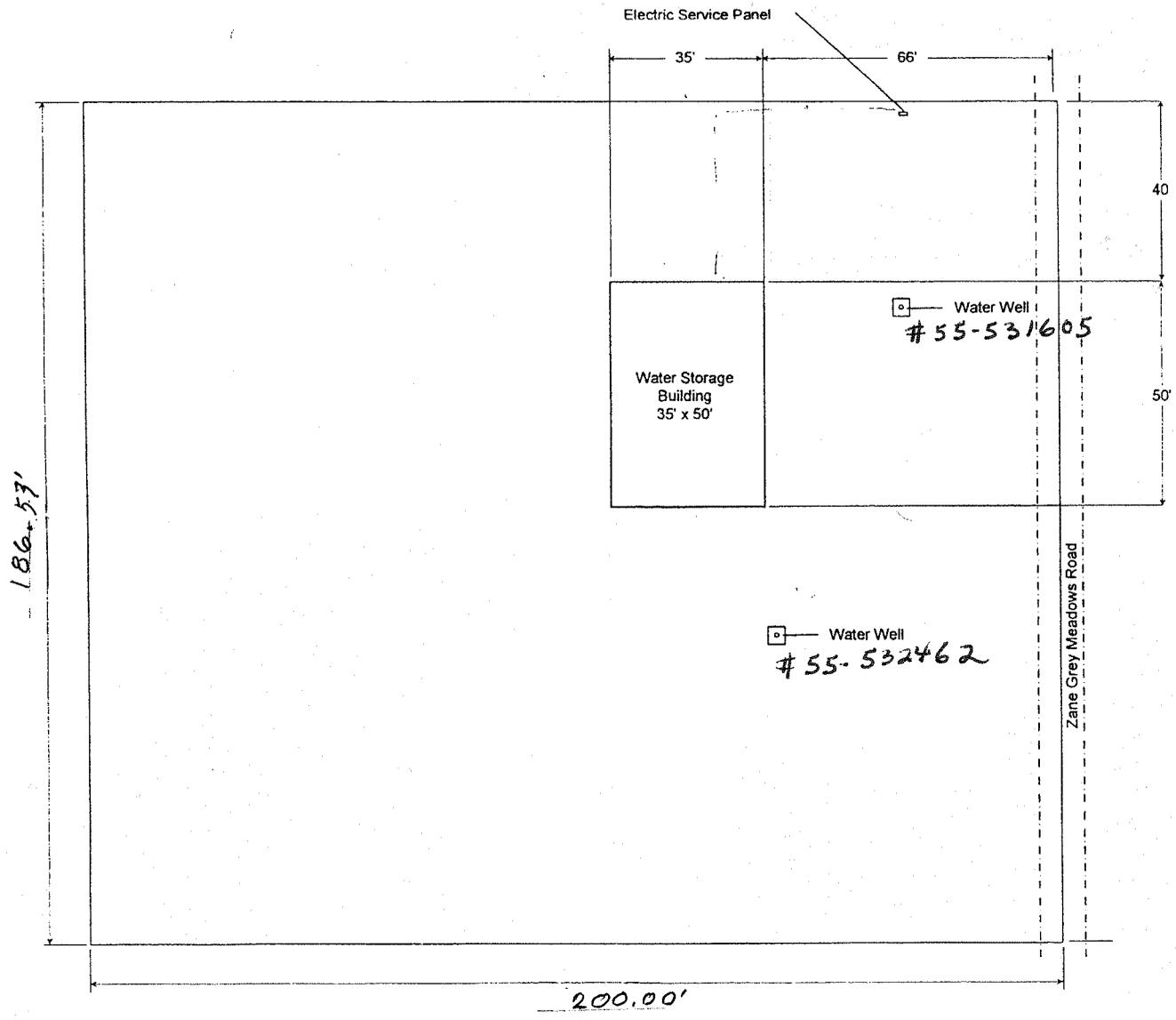
Exhibit C-1



VICINITY MAP
SCALE: 1" = 2000'



Exhibit C-2



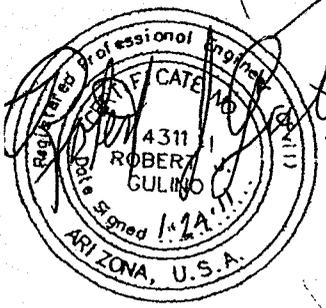
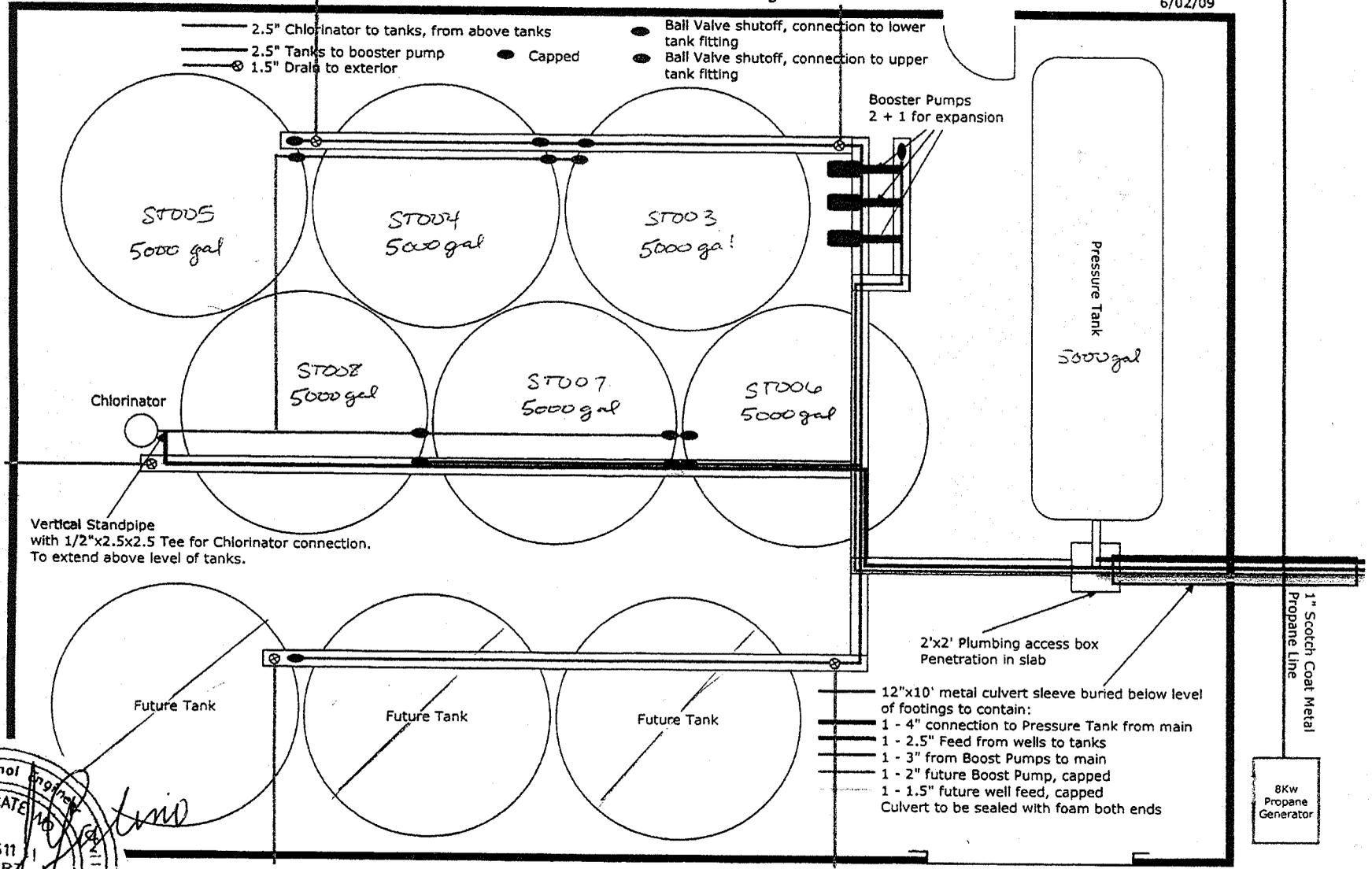
Collins Ranch Water Users Assoc.
ARN: 302-20-005

Exhibit E

To 320 Gal Propane Tank, 15' from building

Collins Ranch Water Users Plumbing Detail

6/02/09



EXPIRES 12/31/2011

Exhibit F

Exhibit G

Collin's Ranch Water Users' Association, Inc.

The following Date approvals chronicle the developmental history of the Association's water system.

- | | |
|-------------------|---|
| May 22, 1976 | Earliest date of ownership by an Association member (Allen and Glen Brooks.) |
| October 2, 1985 | Well permit obtained from the Arizona Department of Water Resources (registration #55-512522) for development of the point of diversion. |
| January 26, 1987 | System approved for construction by the Arizona Department of Health, file #86-691. |
| June 29, 1987 | The Association was approved as a non-profit Arizona Corporation. |
| November 6, 1987 | Easement granted and recorded with Gila County. (Belnap grantor) |
| October 19, 1987 | Construction of the Association's water system was approved by the Arizona Department of Environmental Quality, file #04-099. |
| November 30, 1987 | The Association was granted a service area Franchise by Gila County, Docket 721, p. 265. |
| November 1, 1988 | Public Utility and Roadway Easements filed. (Grantor Dom Com) |
| April 20, 1988 | The Association was adjudicated a non-public water company by the Arizona Corporation Commission, Civil Action #87-146; Docket No. U-2501-87-198, Decision E 55944. |
| July 10, 1991 | Original Well (registration #55-512511) officially abandoned and replaced by the following two combined wells. |
| April 12, 1991 | New well (registration #55-531605). |
| July 16, 1991 | New well (registration #55-532462). |
| June 13, 2007 | Internal Revenue Service approves tax-exempt status for the Association as a 501(c)(12). |
| May 17, 2012 | Gila County issued a Certificate of Occupancy for new water storage facility on the well site consisting of metal building 35 X 50 feet and six 5,000 gallon storage tanks. |

ARF-1516

4- I

Regular BOS Meeting

Meeting Date: 11/13/2012

Reporting Period: Globe Regional Justice Court Report for September, 2012

Submitted For: Mary Navarro

Submitted By: Mary
Navarro,
Justice Court
Operations
Mgr, Superior
Court

Information

Subject

Globe Regional Justice Court Monthly Report for September 2012.

Suggested Motion

Approval of the September 2012 monthly activity report submitted by the Globe Regional Justice Court.

Attachments

Globe Regional Justice Court's Monthly Report for 09/12

GLOBE JUSTICE COURT TREASURER'S RECAP FY2013

SEPTEMBER, 2012	AZTEC	ACCOUNT	ACCOUNT	TOTAL AMOUNT	5% FILL THE GAP	ADJUSTED
FUND NAME	CODE	CODE	CODE	ALLOCATED	SET ASIDE	BALANCE
Bulk Merchandise Civil Penalty	ZBULK		STATE	\$ -	\$ -	\$ -
Child Passenger Restraint	ZCPRF		STATE	\$ 69.74	\$ 3.49	\$ 66.25
Drug and Gang Enforcement Fines	ZDECJ		STATE	\$ 1,759.90	\$ 88.00	\$ 1,671.90
Domestic Violence Shelter Fund	ZDVSF		STATE	\$ -	\$ -	\$ -
FARE Special Collection Fee 19%	ZFAR1		STATE	\$ 2,801.40		\$ 2,801.40
FARE Delinquency Fee \$35.00	ZFAR2		STATE	\$ 1,756.04		\$ 1,756.04
Game and Fish - Wildlife	ZGF		STATE	\$ 71.91	\$ 3.60	\$ 68.31
Extra DUI Assessment \$500	ZGFDU		STATE	\$ 1,600.61	\$ 80.04	\$ 1,520.57
HURF 1 28-5438, 2533C	ZHRF1		STATE	\$ 26.50	\$ 1.33	\$ 25.17
HURF 3 28-5433C, 4139	ZHRF3		STATE	\$ -	\$ -	\$ -
HURF - to DPS	ZHRFD		STATE	\$ -	\$ -	\$ -
Registrar of Contractors	ZRCA		STATE	\$ -	\$ -	\$ -
Display Suspended Plates (DPS)	ZSLPD		STATE	\$ 265.71	\$ 13.29	\$ 252.42
State Photo Enforcement Base Fine	ZSPBF		STATE	\$ -	\$ -	\$ -
State Photo Enforcement Clean Election Surcharge	ZSPCE		STATE	\$ -	\$ -	\$ -
Public Safety Equipment Fund	ZPSEF		STATE	\$ -	\$ -	\$ -
Alternative Dispute Resolution	ZADR		T848-2061	\$ 41.83	\$ 2.10	\$ 39.73
Arson Detection Reward Fund 41-2167D	ZADRF		T901-2061	\$ -	\$ -	\$ -
Confidential Address Assessment - State Treasurer	ZCAA1			\$ -	\$ -	\$ -
Confidential Address Assessment - Local	ZCAA2			\$ -	\$ -	\$ -
Citizens Clean Elections	ZCEF		T888-2061	\$ 1,709.97		\$ 1,709.97
Criminal Justice Enhancement 67%	ZCJEF		T812-2061	\$ 8,152.64	\$ 407.64	\$ 7,745.00
Defensive Driving Diversion Fee	ZDDS	1005.311-3510.10	X105-4831	\$ 1,540.00	\$ 77.00	\$ 1,463.00
DNA State Surcharge 3% 12-116.01C	ZDNAS		T872-2061	\$ 1,037.07	\$ 51.86	\$ 985.21
DUI Abatement	ZDUIA		T889-2061	\$ 75.00	\$ 3.75	\$ 71.25
Elected Officials Retirement Fund 15.30%	ZEORF		T801-2061	\$ 312.97	\$ 15.65	\$ 297.32
Extra Adult Probation Assessment	ZEXAP	4042.335-3405.30	X25001335-4835	\$ 20.05	\$ 1.01	\$ 19.04
Base Fees (General Fund)	ZFEE	1005.311-3400.15	X105-4615	\$ 868.37	\$ 43.42	\$ 824.95
Forensic Investigation Fund	ZFIF			\$ -	\$ -	\$ -
Base Fines (General Fund)	ZFINE	1005.311-3510.10	X105-4831	\$ 14,999.21	\$ 749.97	\$ 14,249.24
Fill the Gap Surcharge 7%	ZFTGS		T870-2061	\$ 1,195.15	\$ 59.76	\$ 1,135.39
Failure To Pay Warrant Surcharge 10%	ZFTPS	1005.311.3400.17	X10501311-4861	\$ 614.39	\$ 30.72	\$ 583.67
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	\$ 736.31		\$ 736.31
Judicial Collection Enhancement Local %	ZJCLF	1005.311-3400.15	X105-4615	\$ 139.24	\$ 6.97	\$ 132.27
Judicial Collection Enhancement \$13	ZJCS		T840-2061	\$ 1,367.47		\$ 1,367.47
Judicial Collection Enhancement %PC	ZJCSF		T840-2061	\$ 318.66	\$ 15.94	\$ 302.72
Jail (Incarceration) Fees	ZJF	1005.300-3405.40	X10502442-4651	\$ 1,560.99		\$ 1,560.99
Local Costs	ZLCL1-5	1005.311-3400.10	X105-4450	\$ 217.00	\$ 10.85	\$ 206.15
Cost of Prosecution Reimbursement 60%	ZLCL6	3544.301-3360.50	X182-4620	\$ 111.90		\$ 111.90
Cost of Prosecution Reimbursement 40%	ZLCL6	4574.333-3400.16	X22601333-4864	\$ 74.60		\$ 74.60
County Attorney Bad Check Program	ZLCL7	3545.301-3360.50	X183-4620	\$ 88.78	\$ 4.44	\$ 84.34
Miscellaneous Fees - Local	ZMISC	1005.311-3400.15	X105-4615	\$ 363.93	\$ 18.20	\$ 345.73
Medical Services Enhancement 13%	ZMSEF		T813-2061	\$ 2,254.83	\$ 112.75	\$ 2,142.08
2011 Additional Assessment - State Treasurer	ZOS1		T930-2061	\$ 2,064.35	\$ 103.22	\$ 1,961.13
2011 Additional Assessment - County Treasurer	ZOS2		T931-2061	\$ 258.05	\$ 12.91	\$ 245.14
Officer Safety Equipment - City Police - Globe (CP)	ZOS3		T932-2061	\$ 46.05	\$ 2.31	\$ 43.74
Officer Safety Equipment - Sheriff (SHF)	ZOS4		T933-2061	\$ 63.23	\$ 3.17	\$ 60.06
Officer Safety Equipment - DPS (DPS)	ZOS5		T934-2061	\$ 910.94	\$ 45.55	\$ 865.39
Officer Safety Equipment - MVD/ADOT (MVD)	ZOS6		T935-2061	\$ -	\$ -	\$ -
Officer Safety Equipment - Game and Fish (GF)	ZOS7		T936-2061	\$ 6.84	\$ 0.35	\$ 6.49
Officer Safety - Registrar of Contractors (ROFC)	ZOS8		T937-2061	\$ -	\$ -	\$ -
Officer Safety Equipment - Globe Fire (FD)	ZOS13		T938-2061	\$ -	\$ -	\$ -
Arizona Department of Insurance (ADOI)	ZOS15		T939-2061	\$ -	\$ -	\$ -
Officer Safety Equipment - Miami Police Dept. (MPD)	ZOS16		T940-2061	\$ 5.03	\$ 0.26	\$ 4.77
Health and Human Services (HHS)	ZOS17		T941-2061	\$ -	\$ -	\$ -
Gila County Animal Control (R)	ZOS18		T942-2061	\$ -	\$ -	\$ -
Officer Safety - San Carlos Tribal Police (SCPD)	ZOS19		T943-2061	\$ -	\$ -	\$ -
TriCity Fire Department (TRIFI)	ZOS20		T944-2061	\$ -	\$ -	\$ -
San Carlos Game and Fish (SCGF)	ZOS23		T945-2061	\$ -	\$ -	\$ -
Officer Safety Equip. - Hayden Police Dept. (HPD)	ZOS24		T946-2061	\$ -	\$ -	\$ -
Arizona Department of Liquor (ADL)	ZOS25		T947-2061	\$ -	\$ -	\$ -
Overpayment Forfeited	ZOVF	1005.311.3510.10	X105-4831	\$ 18.35	\$ 0.92	\$ 17.43
Adult Probation Fee	ZPBA	4042.335-3405.30	X25001335-4835	\$ 91.06	\$ 4.56	\$ 86.50
Prison Construction Fund	ZPCOF		T908-2061	\$ 3,451.90	\$ 172.60	\$ 3,279.30
Probation Surcharge 2006 (\$10.00)	ZPRS6		T871-2061	\$ 160.25	\$ 8.01	\$ 152.24
Probation Surcharge 2009 (\$20.00)	ZPRS9		T871-2061	\$ 5,602.17	\$ 280.11	\$ 5,322.06
Probation Surcharge \$5.00	ZPRSU		T871-2061	\$ 55.11	\$ 2.76	\$ 52.35
Public Defender Fees	ZPUBZ	1005.345-3350.00	X105-4429	\$ 120.94		\$ 120.94
Reimbursement to County Attorney 60%	ZREIM	3544.301.3360.50	X182-4620	\$ 2,204.18		\$ 2,204.18
Reimbursement to County Attorney 40%	ZREIM	4574.333.3400.16	X22601333-4864	\$ 1,469.44		\$ 1,469.44
Security Enhancement Fee	ZSECE			\$ -	\$ -	\$ -
State Highway Fund	ZSHWY			\$ -	\$ -	\$ -
State Highway Work Zone Fund	ZSHWZ		T855-2061	\$ -	\$ -	\$ -

GLOBE JUSTICE COURT TREASURER'S RECAP FY2013

SEPTEMBER, 2012 FUND NAME	AZTEC CODE	ACCOUNT CODE	ACCOUNT CODE	TOTAL AMOUNT ALLOCATED	5% FILL THE GAP SET ASIDE	ADJUSTED BALANCE
Display Suspended Plates (Sheriff's Office)	ZSLPS	1005.300-3510.10	X105-4264	\$ -	\$ -	\$ -
Technical Registration Fund (\$15 Drug Offenses)	ZTECH			\$ -	\$ -	\$ -
Victims Assistance Fund	ZVAF		T814-2061	\$ -	\$ -	\$ -
Local Warrant Fee	ZWAR			\$ -	\$ -	\$ -
DARE - Sheriff's Office	ZDASO		SHERIFF D.A.R.E	\$ -	\$ -	\$ -
HURF - to City Police	ZHRFC		CITY POLICE	\$ -	\$ -	\$ -
Display Suspended Plates (City Police)	ZSLPC		CITY POLICE	\$ 5.70	\$ 0.29	\$ 5.41
TOTALS				\$ 62,685.76	\$ 2,438.80	\$ 60,246.96
TOTAL ADJUSTED BALANCE VERIFICATION						\$ 60,246.96
TOTAL RESTITUTION RECEIVED						\$ 2,061.48
TOTAL RECEIPTS THIS MONTH						\$ 64,747.24

DATE	CHECK NO.	AMOUNT	MONTHLY REMITTANCE TO:
10/1/2012	6833	\$ 8,162.06	ARIZONA STATE TREASURER
10/1/2012	6834	\$ 54,518.29	GILA COUNTY TREASURER
		\$ -	GILA COUNTY SHERIFF D.A.R.E.
10/1/2012	6835	\$ 5.41	CITY POLICE SUSPENDED PLATES
		\$ 62,685.76	TOTAL DISTRIBUTIONS THIS MONTH

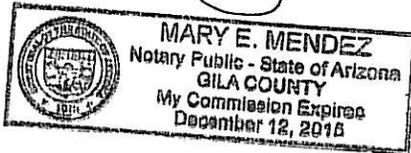
I, Gary Goettman, Justice of the Peace for the Globe Regional Justice Court, do hereby certify that the foregoing is a true and correct account of funds, to the best of my knowledge and belief, collected by me for the month of SEPTEMBER, 2012.

[Signature]
Justice of the Peace

Subscribed and Sworn to before me this 1st day of October, 2012.

[Signature]
Notary Public

My Commission Expires: 12-12-2015



**GLOBE REGIONAL JUSTICE COURT
MONTHLY TRUST REPORT**

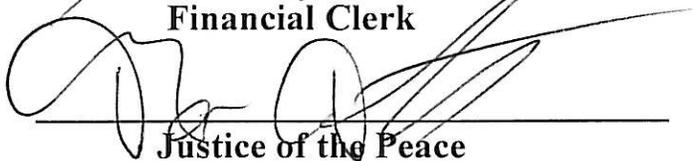
For the Month of: September, 2012

BONDS

BALANCE AT THE BEGINNING OF THE MONTH	\$ 4,851.75
RECEIVED DURING THE MONTH	\$14,058.37
DISBURSED DURING THE MONTH	\$11,545.97
BALANCE AT THE END OF THE MONTH	\$ 7,364.15



Financial Clerk



Justice of the Peace

*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-1519

4- J

Regular BOS Meeting

Meeting Date: 11/13/2012

Reporting Period: Payson Regional Constable Monthly Report for September 2012

Submitted For: Colt White

Submitted By: Michelle Keegan,
Administrative Clerk Senior,
Constable - Payson

Information

Subject

Payson Regional Constable Monthly Report for September 2012

Suggested Motion

Approval of the September 2012 monthly activity report submitted by the Payson Regional Constable's Office.

Attachments

Payson Regional Constable's Office monthly report September 2012

David Vaughn
Deputy Constable



Michelle Keegan
Clerk of the Constable

Office of
Payson Regional Constable
Colt White

September 2012 **MONTHLY REPORT**

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MONTHLY ACTIVITY LETTER

MONTHLY COMPARISON SHEET

FEES COLLECTED

SERVICE SUMMARY REPORT

LOG OF FEES

LOG OF NON-FEES

MILEAGE CHART

TREASURER'S RECEIPT

David Vaughn
Deputy Constable



Michelle Keegan
Clerk of the Constable

Office of
Payson Regional Constable
Colt White

October 3, 2012

Gila County Board of Supervisors
Gila County Courthouse
1400 East Ash Street
Globe, Arizona 85501

PAYSON REGIONAL CONSTABLE'S OFFICE MONTHLY ACTIVITY LETTER

For the month of **September, 2012**, the Payson Regional Constable's Office:

- ◆ Received a total of **161** papers for service
- ◆ Drove a total of **1,984** miles
- ◆ Collected a total of **\$4,232.67** as follows:

Check Total	\$3,575.42
Cash Total	<u>\$657.25</u>
Total Deposited	\$4,232.67
 Plt-S. Mauldin Writ satisfied (Check #2299)	 (\$2,497.37)
 Less Writ Fee (5 @ \$5.00/each) Collected (Check #2300/Treasurer's Receipt #98345)	 <u>(\$ 25.00)</u>
 Paid to General Fund (Check #2301/Treasurer's Receipt #98346)	 \$1,710.30
 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>\$2,585.30</u>

Respectfully submitted,



Colt White
Payson Regional Constable
Gila County, Payson, Arizona



PAYSON REGIONAL CONSTABLE'S OFFICE STATISTICS COMPARISONS
MONTHLY TOTALS BY FISCAL YEAR 2011-2012 & 2012-2013

2011-2012 MONTH	TOTAL PAPERS	MILES DRIVEN	FEES COLLECTED	2012-2013 MONTH	TOTAL PAPERS	MILES DRIVEN	FEES COLLECTED
JULY	133	1,193	\$2,708.00	JULY	136	1,765	\$1,721.60
AUGUST	159	1,886	\$2,193.28	AUGUST	124	2,046	\$1,634.65
SEPTEMBER	217	1,805	\$2,410.45	SEPTEMBER	161	1,984	\$1,735.30
OCTOBER	166	1,766	\$2,668.20	OCTOBER			
NOVEMBER	148	2,183	\$2,018.40	NOVEMBER			
DECEMBER	170	2,330	\$2,100.70	DECEMBER			
JANUARY	166	2,335	\$2,746.10	JANUARY			
FEBRUARY	107	1,704	\$1,674.50	FEBRUARY			
MARCH	142	1,680	\$1,539.70	MARCH			
APRIL	142	1,750	\$2,545.05	APRIL			
MAY	130	1,766	\$1,803.05	MAY			
JUNE	95	1,132	\$1,076.00	JUNE			
RUNNING COMPARISON TOTAL	509	4,884	\$7,311.73	RUNNING COMPARISON TOTAL	421	5,795	\$5,091.55
				Difference	-88	911	-\$2,220.18
YEAR TOTAL:	1,775	21,530	\$25,483.43	YEAR TOTAL:	421	5,795	\$5,091.55

Rev.080211

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				SEPTEMBER	2012
DATE	CHECK# / RECEIPT#	AMOUNT	CASE #	PLAINTIFF	DEFENDANT
9/4/2012	484078	\$77.00	2012CV627-FD	Vic and/or Nancy Kamber	Sam and Juanita Bond
9/4/2012	484079/30911	\$64.00	CV201200203	Horizon Human Services, Inc., an Arizona non-profit corp (Integrity Attorney Svc)	Gary Austin and Jane Doe Austin, husband and wife
9/5/2012	484080	\$40.00	2012CV659-SC	Maria Teresa Rodriguez	Justin Wilson
9/6/2012	484081/5968	\$86.40	2012CV646-OV	CACH, LLC (Neuheisel Law Firm)	Tyson L Morris and Jane Doe Morris et al
9/6/2012	484082	\$60.00	2012CV626-SC	Amber Padilla	James R. Mayotte
9/10/2012	484083/5987	\$64.00	CV201200213	CACH, LLC (Neuheisel Law Firm)	Melissa Van Meter & "John Doe" Van Meter, et al
9/10/2012	484084/103135 & 104669	\$60.00	2012CV522-UN	Capital One Bank (USA), N.A. (JL Process Corp)	Kevin S Figueroa John/Jane Doe Figueroa (if married)
9/10/2012	484085/103134 & 104668	\$69.00	2008CV1043UN	Payson Regional Medical Center (JL Process Svc)	Samuel D Cristenson Amber Cristenson, Amber Elizabeth Crum
9/10/2012	484086/104560	\$40.00	CV201200198	Capital One Bank (USA), N.A. (JL Process Corp)	Carrie J Colvin & John/Jane Doe Colvin (if Married)
9/10/2012	484087/104563	\$40.00	CV201200197	LVNV Funding, LLC (JL Process Corp)	Ellen R Newton John/Jane Doe Newton (if Married)
9/10/2012	484088/104561	\$40.00	2012CV622-UN	Capital One Bank (USA), N.A. (JL Process Corp)	Diana Childers John/Jane Doe Childers (if Married)
9/10/2012	484089/104562	\$40.00	2012CV623	Capital One Bank (USA), N.A. (JL Process Corp)	Diana Childers John/Jane Doe Childers (if Married)
9/10/2012	484090/104834	\$40.00	CV2012-0224	Portfolio Recovery Associates, LLC (JL Process Svc)	Robert Brickman John/Jane Doe Brickman aka Vicki Brickman
9/13/2012	484091/14-583406850 & 14-580371058	\$200.00	(Deposit for Writ) 2012CV290-UN	Sandra Mauldin	Deb's dogs c/o Debra Leakey
9/13/2012	484092/12199	\$69.00	CC2006-051795	CF Capital Finance Inc (Arizona Quick Serve)	Jason J Acedo
9/14/2012	484093	\$40.00	2012CV000683	Allen Holder	Garrett Lanyi
9/14/2012	484094	\$40.00	CV201200191	Acuity Insurance Company, a foreign corp (Jack Jumper)	Meryt M Cobos and John Doe Cobos wife and husband
9/14/2012	484095/1047	\$40.00	CV20120400	Law Offices of Victoria L Earle LLC, Victoria L Earle, as a member and individual	Jeffrey Penrod
9/17/2012	484096	\$40.00	2012CV000686	John Bilardelli	Barbara Jean Trowbridge
9/17/2012	484097	\$60.00	2012CV000685	Melanie Haug	Lorie (Dee Dee) Stodghill
9/17/2012	484098	\$40.00	2012CV000688	Lorie (Dee Dee) Stodghill	Melanie Haug
9/17/2012	484099/7469	\$46.00	2012CV692FD	Diana Baker	Curt Andrew Manning
9/18/2012	484100	\$40.00	DO2011-00456	Jessica Martin	Jonathan Beyer
9/19/2012	484101	\$40.00	DO2011-00456	Jessica Martin	Jonathan Beyer
9/19/2012	484102	\$40.00	DO2011-00456	Jessica Martin	Jonathan Beyer

PAYSON REGIONAL CONSTABLE

Colt White
108 West Main Street Payson, Arizona 85541

Payson Regional Constable's Office,
Payson Regional
(928) 474-3844



Date: 10/3/2012

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**GENERAL CERTIFICATE of SERVICE
SERVICE SUMMARY REPORT - by DATE SERVED**

9/1/2012 TO 9/30/2012

Number of Cases	Description
1	Child Custody & Child Support Packet (Fee)
1	Injunction Against Harassment (Fee Waived By Ct) (Fee)
6	Injunction Against Harassment (Fee)
1	Motion (Fee)
4	Notice & Summons (Fee)
1	Order (Fee)
1	Petition For Emergency Appointment of Co-Guardians; Notice Of Hearing (Fee)
1	Petition to Enforce Parenting Time (Fee)
1	Summons & Complaint (Fee)
8	Summons & Complaint Contract (Fee)
7	Summons & Complaint; Certificate Of Compulsory Arbitration (Fee)
1	Summons & Complaint-Forcible Detainer (Fee)
1	Writ Of Execution (Fee)
1	Writ Of Garnishment (Earnings) & Summons (Fee)
2	Writ Of Garnishment (Non-Earnings) & Summons (Fee)

Date: 10/3/2012

Page: 2

**GENERAL CERTIFICATE of SERVICE
SERVICE SUMMARY REPORT - by DATE SERVED**

9/1/2012 TO 9/30/2012

Number of Cases	Description
1	Writ Of Restitution (Fee)
1	Hearing Order
24	Notice To Appear; Petition
16	Order Of Protection
2	Order To Show Cause
52	Subpoena
28	Summons & Complaint
<hr/>	
Total Number of Fee Services	38
Total Number of Non Fee Services	123
Total Number of Services	161

PAYSON REGIONAL CONSTABLE

Colt White
108 West Main Street Payson, Arizona 85541

Payson Regional Constable's Office,
Payson Regional
(928) 474-3844



ITEMIZED SERVICES by DATE RECEIVED for TREASURER
9/1/2012 TO 9/30/2012

Date: 10/3/2012
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
9/4/2012	9/5/2012	CV201200203	Horizon Human Services, Inc., an Arizona non-profit corp	Gary Austin	Gary Austin	\$40.00	484079/30911	Superior Court Gila County	0
		Summons & Complaint; Certificate Of Compulsory Arbitration	Gary Austin and Jane Doe Austin, husband and wife	1110 N William Tell Circle Payson, AZ 85541	1110 N William Tell Circle Payson, AZ 85541	\$40.00			1
9/4/2012	9/5/2012	CV201200203	Horizon Human Services, Inc., an Arizona non-profit corp	Jane Doe Austin	Gary Austin	\$24.00	484079/30911	Superior Court Gila County	0
		Summons & Complaint; Certificate Of Compulsory Arbitration	Gary Austin and Jane Doe Austin, husband and wife	1110 N William Tell Circle Payson, AZ 85541	1110 N William Tell Circle Payson, AZ 85541	\$24.00			1
9/4/2012	9/4/2012	2012CV627-FD	Vic and/or Nancy Kamber	Sam and Juanita Bond	Posted	\$77.00	484078	Payson Justice Court	0
		Writ Of Restitution	Sam and Juanita Bond	249 E Dan Drive Payson, AZ 85541	249 E Dan Drive Payson, AZ 85541	\$77.00			1
9/5/2012	9/7/2012	2012CV659-SC	Maria Teresa Rodriguez	Justin Wilson	Justin Wilson	\$40.00	484080	Payson Justice Court	0
		Notice & Summons	Justin Wilson	900 S Beeline Hwy Payson, AZ 85541	300 W Frontier #8 Payson, AZ 85541	\$40.00			1
9/6/2012	9/7/2012	2012CV646-OV	CACH, LLC	Tyson L. Morris	Tyson L. Morris	\$62.40	484081/5968	Payson Justice Court	0
		Summons & Complaint Contract	Tyson L Morris and Jane Doe Morris, John Does I-V and Jane Does I-V	612 W. Johnson Boulevard Tonto Village, AZ 85541	612 W. Johnson Boulevard Tonto Village, AZ 85541	\$62.40			1
9/6/2012	9/7/2012	2012CV646-OV	CACH, LLC	Jane Doe Morris	Tyson L. Morris	\$24.00	484081/5968	Payson Justice Court	0
		Summons & Complaint Contract	Tyson L Morris and Jane Doe Morris, John Does I-V and Jane Does I-V	612 W Johnson Boulevard Tonto Village, AZ 85541	612 W. Johnson Boulevard Tonto Village, AZ 85541	\$24.00			1
9/6/2012	9/7/2012	2012CV626-SC	Amber Padilla	James R. Mayotte	James R. Mayotte	\$60.00	484082	Payson Justice Court	0
		Notice & Summons	James R. Mayotte	113 N Old Mt Trail Payson, AZ 85541	113 N Old Mt Trail Payson, AZ 85541	\$60.00			1

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9/10/2012	9/10/2012	CV201200213	CACH, LLC	Melissa A. Vanmeter	Dale Vanmeter	\$40.00	484083/5987	Superior Court Gila County	0
		Summons & Complaint; Certificate Of Compulsory Arbitration	Melissa Van Meter & "John Doe" Van Meter, et al	300 North Durango Circle Payson, AZ 85541	300 North Durango Circle Payson, AZ 85541	\$40.00			1
9/10/2012	9/10/2012	CV201200213	CACH, LLC	"John Doe" Van Meter	Dale Vanmeter	\$24.00	484083/5987	Superior Court Gila County	0
		Summons & Complaint; Certificate Of Compulsory Arbitration	Melissa Van Meter & "John Doe" Van Meter, et al	300 North Durango Circle Payson, AZ 85541	300 North Durango Circle Payson, AZ 85541	\$24.00			1
9/10/2012	9/14/2012	2012CV522-UN	Capital One Bank (USA), N.A.	Kevin S Figueroa John/Jane Doe Figueroa (if married)	Kevin S Figueroa	\$60.00	484084/10313 5&104669	Payson Justice Court	0
		Summons & Complaint Contract	Kevin S Figueroa John/Jane Doe Figueroa (if married)	3863 N Bloody Basin Rd Pine, AZ 85544-1062	8543 Fossil Creek Rd Strawberry, AZ 85544	\$60.00			1
9/10/2012	9/12/2012	2008CV1043UN	Payson Regional Medical Center	JPMorgan Chase Bank, N.A., Garnishee	JP Morgan Chase Bank, NA, Andrew J Strader, Vice President	\$69.00	484085/10313 4&104668	Payson Justice Court	0
		Writ Of Garnishment (Non-Earnings) & Summons	Samuel D Cristenson Amber Cristenson, Amber Elizabeth Crum	201 S. Beeline Highway Payson, AZ 85541	201 S Beeline Hwy Payson, AZ 85541	\$69.00			1
9/10/2012	9/17/2012	CV201200198	Capital One Bank (USA), N.A.	Carrie J Colvin & John/Jane Doe Colvin (if Married)	Unservd	\$40.00	484086/10456 0	Superior Court Gila County	0
		Summons & Complaint; Certificate Of Compulsory Arbitration	Carrie J Colvin & John/Jane Doe Colvin (if Married)	100 W Holly Circle Payson, AZ 85541		\$40.00			2
9/10/2012	9/17/2012	CV201200197	LVNV Funding, LLC	Ellen R Newton John/Jane Doe Newton (if Married)	Ellen R Newton	\$40.00	484087/10456 3	Superior Court Gila County	0
		Summons & Complaint; Certificate Of Compulsory Arbitration	Ellen R Newton John/Jane Doe Newton (if Married)	609 N Ponderosa Circle Payson, AZ 85541-6009	609 N Ponderosa Circle #D Payson, AZ 85541	\$40.00			2
9/10/2012	9/12/2012	2012CV622-UN	Capital One Bank (USA), N.A.	Diana Childers John/Jane Doe Childers (if Married)	Diana Childers	\$60.00	484088/10456 1	Payson Justice Court	0
		Summons & Complaint	Diana Childers John/Jane Doe Childers (if Married)	451 E Sycamore Ln Payson, AZ 85541	451 E Sycamore Ln Payson, AZ 85541	\$40.00			1
9/10/2012	9/12/2012	2012CV623	Capital One Bank (USA), N.A.	Diana Childers John/Jane Doe Childers (if Married)	Diana Childers	\$60.00	484089/10456 2	Payson Justice Court	0
		Summons & Complaint Contract	Diana Childers John/Jane Doe Childers (if Married)	451 E Sycamore Ln Payson, AZ 85541	451 E Sycamore Ln Payson, AZ 85541	\$40.00			1
9/10/2012	9/12/2012	CV2012-0224	Portfolio Recovery Associates, LLC	Sungold Hospitality Group, LLC, c/o Richard Johnson	Sungold Hospitality Group, LLC, c/o Richard Johnson	\$69.00	484090/10483 4	Pinetop Lakeside Justice Court	0
		Writ Of Garnishment (Earnings) & Summons	Robert Brickman John/Jane Doe Brickman aka Vicki Brickman	1003 N Rosewood Circle Payson, AZ 85541	1003 N Rosewood Circle Payson, AZ 85541	\$40.00			1
9/13/2012	9/14/2012	2012CV290-UN	Sandra Mauldin	Deb's Dogs, c/o Debra Leakey	Debra Ann Leakey	\$163.65	484091	Payson Regional Justice Court	0
		Writ Of Execution	Deb's Dogs, c/o Debra Leakey	200 W. Frontier Street, #11 Payson, AZ 85541	200 W Frontier #11 Payson, AZ 85541	\$163.65			6

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9/13/2012	9/14/2012	CC2006-051795	CF Capital Finance Inc	Bank Of America, N.A., garnishee	Pam Macnab	\$69.00	484092/12199	West Mesa Justice Court	0
		Writ Of Garnishment (Non-Earnings) & Summons	Jason J Acedo	213 S. Beeline Highway Payson, AZ 85541	213 S. Beeline Highway Payson, AZ 85541	\$69.00			1
9/14/2012	9/14/2012	2012CV000683	Allen Holder	Garrett Lanyi	Garrett Lanyi	\$40.00	484093	Payson Regional Justice Court	0
		Injunction Against Harassment	Garrett Lanyi	201 W Bonita Payson, AZ 85541	201 W Bonita Payson, AZ 85541	\$40.00			1
9/14/2012	9/28/2012	CV201200191	Acuity Insurance Company, a foreign corp	Meryt M Cobos and John Doe Cobos wife and husband	Lupe Montalvo	\$40.00	484094	Superior Court Gila County	0
		Summons & Complaint; Certificate Of Compulsory Arbitration	Meryt M Cobos and John Doe Cobos wife and husband	199 North Walnut Payson, AZ 85541	307 E Phoenix Payson, AZ 85541	\$40.00			5
9/14/2012	9/19/2012	CV20120400	Law Offices of Victoria L Earle LLC, Victoria L Earle, as a member and individual	Jeffrey Penrod	Jeffrey Penrod	\$40.00	484095/1047	Show Low Justice Court	0
		Summons & Complaint Contract	Jeffrey Penrod	1050 Paint Pony Drive Payson, AZ 85541	1050 Paint Pony Drive Payson, AZ 85541	\$40.00			1
9/17/2012	9/17/2012	2012CV000686	John (Tony) Bilardelli	Barbara Jean Trowbridge	Barbara Jean Trowbridge	\$40.00	484096	Payson Regional Justice Court	0
		Injunction Against Harassment	Barbara Jean Trowbridge	118 W. Aero Apt. #5 Payson, AZ 85541	118 W. Aero Apt. #5 Payson, AZ 85541	\$40.00			1
9/17/2012	9/17/2012	2012CV000685	Melanie Haug	Lorie Dee Stodghill	Lorie Dee Stodghill	\$60.00	484097	Payson Regional Justice Court	0
		Injunction Against Harassment	Lorie Dee Stodghill	3423 N Whispering Pine Pine, AZ 85544	108 W Main Street Payson, AZ 85541	\$60.00			1
9/17/2012	9/17/2012	2012CV000684	Lorie Dee Stodghill	Melanie Haug	Melanie Haug	\$40.00	484098	Payson Regional Justice Court	0
		Injunction Against Harassment	Melanie Haug	506 N Double Tree Circle Payson, AZ 85541	506 N Double Tree Circle Payson, AZ 85541	\$40.00			1
9/17/2012	9/19/2012	2012CV692FD	Diana L. Baker	Curtis (Curt) A. Manning	Posted-front door	\$46.00	484099/7469	Payson Justice Court	0
		Summons & Complaint-Forcible Detainer	Curtis (Curt) A. Manning	1001 S. Goodfellow Road, #2 Payson, AZ 85541	1001 S Goodfellow Road #2 Payson, AZ 85541	\$46.00			1
9/17/2012	9/20/2012	2012CV000691	Bertha Chavez	Miguel Samarripas	Miguel Samarripas	\$0.00		Payson Regional Justice Court	0
		Injunction Against Harassment (Fee Waived By Ct)	Miguel Samarripas	203 Cherry Street Payson, AZ 85541	307 S Beeline Payson, AZ 85541	\$0.00			6
9/17/2012		2012CV000693	Evelyn Mazon Laborin	Lori Long		\$40.00		Payson Regional Justice Court	0
		Injunction Against Harassment	Lori Long	Bonita St in Trailer #5 across from 303 w bonita Payson, AZ 85541		\$0.00			0
9/18/2012	9/19/2012	DO201100456	Jessica Marie Martin	Jonathan Beyer	Jonathan Beyer	\$40.00	484100	Superior Court Gila County	0
		Motion	Jonathan Beyer	609 W. Wade Lane Payson, AZ 85541	302 S Tonto Payson, AZ 85541	\$40.00			1
9/19/2012	9/19/2012	DO201100456	Jessica Marie Martin	Jonathan Beyer	Jonathan Beyer	\$40.00	484101	Superior Court Gila County	0
		Order	Jonathan Beyer	609 W. Wade Lane Payson, AZ 85541	302 S Tonto Payson, AZ 85541	\$40.00			1

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9/19/2012	9/21/2012	DO2011-00456	Jessica Marie Martin	Jessica Marie Martin	Jessica Marie Martin	\$40.00	484102	Superior Court Gila County	0
		Petition to Enforce Parenting Time	Jonathan Beyer	2900 W Graff Road Payson, AZ 85541	108 W Main Street Payson, AZ 85541	\$40.00			1
9/20/2012	9/26/2012	2012CV641-UN	Portfolio Recovery Associates, LLC	Edward D. Rathjen & "Jane Doe" Rathjen	Zana Christine Rathjen	\$40.00	484103/1248	Payson Justice Court	0
		Summons & Complaint Contract	Edward D. Rathjen & "Jane Doe" Rathjen	809 N. Colcord Road Payson, AZ 85541	219 E Cedar Payson, AZ 85541	\$40.00			6
9/21/2012	9/21/2012	D-12-464960-C	Drewie Little	Celeste Hutto	Celeste Hutto	\$112.00	484105/20424 157875	District Court, Clark County, Nevada	0
		Child Custody & Child Support Packet	Celeste Hutto	258 Saddleback Rd Tonto Basin, AZ 85553	258 Saddleback Rd Tonto Basin, AZ 85553	\$112.00			1
9/25/2012		2012CV631-SC	Maria Young	Robert Shover		\$40.00	484106	Payson Justice Court	0
		Notice & Summons	Robert Shover	310 W Main Street Payson, AZ 85541		\$40.00			0
9/25/2012	9/25/2012	2012CV000704	Bret Allan daCosta	Justin Kolbe	Justin Kolbe	\$60.00	484107	Payson Regional Justice Court	0
		Injunction Against Harassment	Justin Kolbe	4556 Pine Creek Canyon Drive Pine, AZ 85544	4556 Pine Creek Canyon Drive Pine, AZ 85544	\$60.00			1
9/26/2012	9/28/2012	2012CV678-OV	CACH, LLC	Ronald Haught, Sr	Ronald Haught, Sr	\$40.00	484108/6313	Payson Justice Court	0
		Summons & Complaint Contract	Ronald Haught, Sr and Jane Doe Haught, John Does I -V and Jane Does I-V	9049 West Stageline Road Payson, AZ 85541	9049 West Stageline Road Payson, AZ 85541	\$40.00			1
9/26/2012	9/28/2012	2012CV678-OV	CACH, LLC	Jane Doe Haught	Unserved	\$24.00	484108/6313	Payson Justice Court	0
		Summons & Complaint Contract	Ronald Haught, Sr and Jane Doe Haught, John Does I -V and Jane Does I-V	9049 West Stageline Road Payson, AZ 85541		\$24.00			1
9/28/2012	9/28/2012	GC-2012-00079	Mohave Estate Mangagement Office, Rashiel Salem, Principal	Doris Ward	Doris Ward	\$56.00		Superior Court of Mohave County	0
		Petition For Emergency Appointment of Co-Guardians; Notice Of Hearing	Doris Ward	807 W Longhorn Rd Payson, AZ 85541	807 W Longhorn Rd Payson, AZ 85541	\$0.00			1
9/28/2012		2012CV713-SC	Rudy Garcia/ Tianna Golliglee	Brandon Moore & Felicia Moore		\$40.00	484109	Payson Justice Court	0
		Notice & Summons	Brandon Moore & Felicia Moore	141 S. Old Ham Road Payson, AZ 85541		\$40.00			0

PAYSON REGIONAL CONSTABLE

Colt White
108 West Main Street Payson, Arizona 85541

Payson Regional Constable's Office,
Payson Regional
(928) 474-3844



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9/4/2012	9/4/2012	2012CV000649	Bobby Shellen Padilla	AmMcgee (Cudo) Caduto	AmMcgee (Cudo) Caduto	\$0.00		Payson Regional Justice Court	0
		Order Of Protection	AmMcgee (Cudo) Caduto	300 W Bonita #27 Payson, AZ 85541	300 W Bonita #27 Payson, AZ 85541	\$0.00			1
9/4/2012	9/4/2012	2012CV000650	Robert Morgan	Jaclyn (Reayn) Dudley	Jaclyn (Reayn) Dudley	\$0.00		Payson Regional Justice Court	0
		Order Of Protection	Jaclyn (Reayn) Dudley	1700 N Dogie Circle Payson, AZ 85541	301 S McLane Road (PHS) Payson, AZ 85541	\$0.00			1
9/5/2012	9/7/2012	2012-063	State of Arizona	Patricia Carpenter	Patricia Carpenter	\$0.00		Superior Court Gila County	0
		Subpoena	Larry R Bauman, II	1107 S McLane #42 Payson, AZ 85541	1107 S McLane #42 Payson, AZ 85541	\$0.00			1
9/5/2012	9/7/2012	2012-063	State of Arizona	Leah Christenson	Leah Christenson	\$0.00		Superior Court Gila County	0
		Subpoena	Larry R Bauman, II	1107 S McLane #28 Payson, AZ 85541	1107 S McLane #28 Payson, AZ 85541	\$0.00			1
9/5/2012	9/7/2012	2012-063	State of Arizona	Rebecca Maria Christenson	Rebecca Maria Christenson	\$0.00		Superior Court Gila County	0
		Subpoena	Larry R Bauman, II	905 S McLane Rd #2 Payson, AZ 85541	219 N Dessie Tonto Basin, AZ 85553	\$0.00			1
9/5/2012	9/7/2012	2012-063	State of Arizona	Sara Ann Fleischaker	Sara Ann Fleischaker	\$0.00		Superior Court Gila County	0
		Subpoena	Larry R Bauman, II	613 W. Randall Lane Payson, AZ 85541	516 N Colcord Payson, AZ 85541	\$0.00			1
9/5/2012	9/7/2012	2012-063	State of Arizona	Payson Police Department, Ofc. J. Johnson	PPD Clipboard	\$0.00		Superior Court Gila County	0
		Subpoena	Larry R Bauman, II	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
9/5/2012	9/7/2012	2012-063	State of Arizona	Payson Police Department, Ofc. M. Hansen	PPD Clipboard	\$0.00		Superior Court Gila County	0
		Subpoena	Larry R Bauman, II	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
9/5/2012	9/5/2012	2011-290	State of Arizona	Judy Baze	Unservd	\$0.00		Superior Court Gila County	0
		Subpoena	Sherri Lynn Dashney	4230 N Beeline Hwy Sp#25 Pine, AZ 85544		\$0.00			1
9/5/2012	9/5/2012	2012CV000658	Susan Agnes Swapp	Devin Swapp	Devin Swapp	\$0.00		Payson Regional Justice Court	0
		Order Of Protection	Devin Swapp	1100 South Street Globe, AZ 85501	1100 South Street Globe, AZ 85501	\$0.00			1

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9/5/2012	9/5/2012	2012CV000660 Order Of Protection	Christine Garcia Coty Antonio Garcia	Coty Antonio Garcia 806 S. Pony Circle Payson, AZ 85541	Coty Antonio Garcia 806 S. Pony Circle Payson, AZ 85541	\$0.00 \$0.00		Payson Regional Justice Court	0 1
9/6/2012	9/7/2012	2011TR1513 Order To Show Cause	State of Arizona Sunny Rae Jolie	Sunny Rae Jolie 211 S. Ponderosa, #23 Payson, AZ 85541	Sunny Rae Jolie 211 S. Ponderosa, #23 Payson, AZ 85541	\$0.00 \$0.00		Payson Justice Court	0 1
9/6/2012	9/7/2012	JV2011-098 Petition 2012-1 Notice To Appear; Petition	State of Arizona [REDACTED] minor	Brenda Mayer 391 CS. Sycamore Lane Payson, AZ 85541	Brenda Mayer 291 N Sycamore Lane Tonto Basin, AZ 85553	\$0.00 \$0.00		Superior Court Gila County	0 1
9/6/2012	9/7/2012	JV2011-098 Petition 2012-1 Notice To Appear; Petition	State of Arizona [REDACTED] minor	[REDACTED] minor 291 N Sycamore Lane Tonto Basin, AZ 85553	[REDACTED] minor 291 N Sycamore Lane Tonto Basin, AZ 85553	\$0.00 \$0.00		Superior Court Gila County	0 1
9/7/2012	9/7/2012	2012CV000662 Order Of Protection	Andre Geldarski Deborah Carl	Deborah Carl 807 S Ponderosa St Payson, AZ 85541	Deborah Carl 807 S Ponderosa St Payson, AZ 85541	\$0.00 \$0.00		Payson Regional Justice Court	0 1
9/7/2012	9/11/2012	2012CV000657 Order Of Protection	Ari Shantell Rayburn Gynna Rayburn	Gynna Rayburn 281 S Orient Drive Globe, AZ 85501	Gynna Rayburn 281 S Orient Drive Globe, AZ 85501	\$0.00 \$0.00		Payson Regional Justice Court	0 1
9/10/2012	9/10/2012	2012CV000663 Order Of Protection	Mayri Riegle Christopher Edwards	Christopher Edwards E Gila Ln Payson, AZ 85541	Christopher Edwards 400 S Beeline Hwy Payson, AZ 85541	\$0.00 \$0.00		Payson Regional Justice Court	0 3
9/10/2012	9/10/2012	JV2012-009 Petition 2012-2 Notice To Appear; Petition	State of Arizona [REDACTED] minor	Robin Robinette 7982 W. Vista Del Norte Payson, AZ 85541	Unserved	\$0.00 \$0.00		Superior Court Gila County	0 1
9/10/2012	9/10/2012	JV2009-057 Petition 2012-2 Notice To Appear; Petition	State of Arizona [REDACTED] minor	Jennifer Rebecca Helms 8180 W. Stallion Road Payson, AZ 85541	Jennifer Rebecca Helms 2907 W Hughes Payson, AZ 85541	\$0.00 \$0.00		Juvenile Court Gila County	0 1
9/10/2012	9/10/2012	JV2012-00008 Petition 2012-1 Notice To Appear; Petition	State of Arizona [REDACTED] minor	Robin Robinette 7982 W. Vista Del Norte Payson, AZ 85541	Unserved	\$0.00 \$0.00		Juvenile Court Gila County	0 1
9/10/2012	9/10/2012	JV2005-0147 Petition 2012-1 Notice To Appear; Petition	State of Arizona Elijah Werner aka Elijah Fuller	Elijah Werner aka Elijah Fuller 2900 W Hughes Drive Payson, AZ 85541	Elijah Werner aka Elijah Fuller 2900 W Hughes Drive Payson, AZ 85541	\$0.00 \$0.00		Juvenile Court Gila County	0 1
9/10/2012	9/10/2012	JV2005-0147 Petition 2012-1 Notice To Appear; Petition	State of Arizona Elijah Werner aka Elijah Fuller	Carolyn Werner 2900 W Hughes Drive Payson, AZ 85541	Carolyn Werner 2900 W Hughes Drive Payson, AZ 85541	\$0.00 \$0.00		Juvenile Court Gila County	0 1
9/10/2012	9/10/2012	JV2012-006 Petition 2012-2 Notice To Appear; Petition	State of Arizona [REDACTED] minor	Jennifer Rebecca Helms 2907 W Hughes Payson, AZ 85541	Jennifer Rebecca Helms 2907 W Hughes Payson, AZ 85541	\$0.00 \$0.00		Juvenile Court Gila County	0 1
9/10/2012	9/12/2012	JV2010-0082 Petition 2012-1 Notice To Appear; Petition	State of Arizona Alecia Nicole Starkey	Alecia Nicole Starkey 905 S. McLane, #29 Payson, AZ 85541	Unserved	\$0.00 \$0.00		Juvenile Court Gila County	0 1

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9/10/2012	9/12/2012	JV2010-0082 Petition 2012-1 Notice To Appear; Petition	State of Arizona Alecia Nicole Starkey	Rachel Tilley 905 S. McLane, #29 Payson, AZ 85541	Rachel Tilley 905 S. McLane, #29 Payson, AZ 85541	\$0.00 \$0.00		Juvenile Court Gila County	0 1
9/12/2012	9/17/2012	2012TC012056 Subpoena	State of Arizona Jaimee Kah Hilgendorf	Jan Harmann 2503 W Palmer Dr Payson, AZ 85541	Jan Harmann 2503 W Palmer Dr Payson, AZ 85541	\$0.00 \$0.00		Payson Magistrate Court	0 1
9/12/2012	9/17/2012	2012TC012056 Subpoena	State of Arizona Jaimee Kah Hilgendorf	Robin Halvorsen 2509 W Palmer Dr Payson, AZ 85541	Robin Halvorsen 2509 W Palmer Dr Payson, AZ 85541	\$0.00 \$0.00		Payson Magistrate Court	0 2
9/12/2012	9/17/2012	2012TC012056 Subpoena	State of Arizona Jaimee Kah Hilgendorf	Susan Blackwell-Grover 2507 W Palmer Dr Payson, AZ 85541	Susan Blackwell-Grover 2507 W Palmer Dr Payson, AZ 85541	\$0.00 \$0.00		Payson Magistrate Court	0 2
9/12/2012	9/17/2012	2012TC012056 Subpoena	State of Arizona Jaimee Kah Hilgendorf	Town Of Payson, Ofc. Tanner, Animal Control Officer 303 N. Beeline Highway Payson, AZ 85541	PPD Clipboard 303 N. Beeline Highway Payson, AZ 85541	\$0.00 \$0.00		Payson Magistrate Court	0 1
9/12/2012	9/17/2012	JV2012-00099 Petition 2012-1 Notice To Appear; Petition	State of Arizona minor	minor 833 E Dealers Choice Lane Star Valley, AZ 85541	minor 1100 N Easy Payson, AZ 85541	\$0.00 \$0.00		Juvenile Court Gila County	0 2
9/12/2012	9/14/2012	JV2012-00099 Petition 2012-1 Notice To Appear; Petition	State of Arizona minor	Edward Breyette 833 E Dealers Choice Lane Star Valley, AZ 85541	Gina Johnson 1103 N Carefree Circle Payson, AZ 85541	\$0.00 \$0.00		Juvenile Court Gila County	0 1
9/12/2012	9/14/2012	JV2012-00007 Petition 2012-1 Notice To Appear; Petition	State of Arizona minor	Tatum Hughes 8084 Cherry Ann Lane Payson, AZ 85541	Unservd	\$0.00 \$0.00		Superior Court Gila County	0 2
9/12/2012	9/14/2012	JV2012-00100 Petition 2012-1 Notice To Appear; Petition	State of Arizona minor	minor 207 E Pecan Payson, AZ 85541	minor 301 S McLane Road (PHS) Payson, AZ 85541	\$0.00 \$0.00		Superior Court Gila County	0 1
9/12/2012	9/14/2012	JV2012-00100 Petition 2012-1 Notice To Appear; Petition	State of Arizona minor	Robert Picking 207 E Pecan Street Payson, AZ 85541	Robert Picking 207 E Pecan Street Payson, AZ 85541	\$0.00 \$0.00		Superior Court Gila County	0 1
9/12/2012	9/14/2012	JV2012-00091 Petition 2012-1 Notice To Appear; Petition	State of Arizona minor	minor 163 Sally Mae Tonto Basin, AZ 85553	minor 301 S McLane Road (PHS) Payson, AZ 85541	\$0.00 \$0.00		Juvenile Court Gila County	0 1
9/12/2012	9/14/2012	JV2012-00091 Petition 2012-1 Notice To Appear; Petition	State of Arizona minor	Patricia (Patty) Ahlman 163 Sally Mae Tonto Basin, AZ 85553	Patricia (Patty) Ahlman 373 Old Hwy 188 Tonto Basin, AZ 85553	\$0.00 \$0.00		Juvenile Court Gila County	0 1
9/12/2012	9/17/2012	JV2012-00092 Petition 2012-1 Notice To Appear; Petition	State of Arizona minor	Robert McDowell 905 S McLane #34 Payson, AZ 85541	Robert McDowell 905 S McLane #34 Payson, AZ 85541	\$0.00 \$0.00		Juvenile Court Gila County	0 1

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9/12/2012	9/14/2012	JV2012-00098 Petition 2012-1 Notice To Appear; Petition	State of Arizona [REDACTED] minor	[REDACTED] minor 706 E Miller Payson, AZ 85541	[REDACTED] minor 301 S McLane Road (PHS) Payson, AZ 85541	\$0.00 \$0.00		Juvenile Court Gila County	0 1
9/12/2012	9/19/2012	JV2012-00098 Petition 2012-1 Notice To Appear; Petition	State of Arizona [REDACTED] minor	Jason Sweeney 706 E Miller Payson, AZ 85541	Jason Sweeney 706 E Miller Payson, AZ 85541	\$0.00 \$0.00		Juvenile Court Gila County	0 4
9/12/2012	9/14/2012	JV2012-00095 Petition 2012-1 Notice To Appear; Petition	State of Arizona [REDACTED] minor	[REDACTED] minor 163 Sally Mae Tonto Basin, AZ 85553	[REDACTED] minor 301 S McLane Road (PHS) Payson, AZ 85541	\$0.00 \$0.00		Juvenile Court Gila County	0 1
9/12/2012	9/14/2012	JV2012-00095 Petition 2012-1 Notice To Appear; Petition	State of Arizona [REDACTED] minor	Patricia (Patty) Ahlman 163 Sally Mae Tonto Basin, AZ 85553	Patricia (Patty) Ahlman 373 Old Hwy 188 Tonto Basin, AZ 85553	\$0.00 \$0.00		Juvenile Court Gila County	0 1
9/12/2012	9/17/2012	JV2012-00093 Petition 2012-1 Notice To Appear; Petition	State of Arizona [REDACTED] minor	[REDACTED] minor 1103 N Carefree Circle Payson, AZ 85541	[REDACTED] minor 1103 N Carefree Circle Payson, AZ 85541	\$0.00 \$0.00		Juvenile Court Gila County	0 2
9/12/2012	9/14/2012	JV2012-00093 Petition 2012-1 Notice To Appear; Petition	State of Arizona [REDACTED] minor	Edward Breyette 1103 N Carefree Circle Payson, AZ 85541	Gina Johnson 1103 N Carefree Circle Payson, AZ 85541	\$0.00 \$0.00		Juvenile Court Gila County	0 1
9/12/2012	9/19/2012	TR2012-065848-001 Summons & Complaint	State of Arizona Thomas Dale Roach	Thomas Dale Roach 5067 Willow Drive Pine, AZ 85544	Thomas Dale Roach 5067 Willow Drive Pine, AZ 85544	\$0.00 \$0.00		North Mesa Justice Court	0 4
9/13/2012	9/13/2012	2012CV000679 Order Of Protection	Patricia A. Knauer David R. Knauer	David R. Knauer Silver Ridge Custom Homes 30 N 7 Y Drive Rye, AZ 85541	David R. Knauer Silver Ridge Custom Homes 30 N 7 Y Drive Rye, AZ 85541	\$0.00 \$0.00		Payson Regional Justice Court	0 1
9/13/2012	9/13/2012	2012CV000680 Order Of Protection	Judy McCord William Green	William Green 1407 N Pettet Lane Payson, AZ 85541	Unservd	\$0.00 \$0.00		Payson Regional Justice Court	0 3
9/13/2012	9/13/2012	2012CV68OP Hearing Order	Jennifer Charlton Paul Greene	Jennifer Charlton 505 W Saddle Ln Payson, AZ 85541	Jennifer Charlton 505 W Saddle Ln Payson, AZ 85541	\$0.00 \$0.00		Payson Regional Justice Court	0 1
9/13/2012	9/17/2012	2012TR012389 Subpoena	State of Arizona Michael McEntire	Payson Police Department, Ofc. Cadwell 303 N. Beeline Highway Payson, AZ 85541	PPD Clipboard 303 N. Beeline Highway Payson, AZ 85541	\$0.00 \$0.00		Payson Magistrate Court	0 1
9/13/2012	9/17/2012	2012TR002397 Subpoena	State of Arizona Kyndal Boren	GCSO Dep , M Clark 108 W Main Street Payson, AZ 85541	GCSO Clipboard 108 W. Main Street Payson, AZ 85541	\$0.00 \$0.00		Payson Justice Court	0 1
9/13/2012	9/17/2012	2012TR002288 Subpoena	State of Arizona Nathan Charlton	GCSO Dep , G Eggert 108 W Main Street Payson, AZ 85541	GCSO Clipboard 108 W. Main Street Payson, AZ 85541	\$0.00 \$0.00		Payson Justice Court	0 1
9/13/2012	9/17/2012	2012TR002412 Subpoena	State of Arizona Parijat Bhamburkar	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 Justice Court	0 1

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9/17/2012	9/17/2012	DO201100456 Order Of Protection	Jessica Marie Martin Jonathan Beyer	Jonathan Beyer 609 W. Wade Lane Payson, AZ 85541	Jonathan Beyer 810 E Granite Dells Payson, AZ 85541	\$0.00 \$0.00		Superior Court Gila County	0 2
9/17/2012	9/17/2012	2012CV000689 Order Of Protection	Barbara Jean Trowbridge Cary Monroe Lynn	Cary Monroe Lynn 511 S Colcord #B Payson, AZ 85541	Cary Monroe Lynn 511 S Colcord #B Payson, AZ 85541	\$0.00 \$0.00		Payson Regional Justice Court	0 1
9/17/2012		2012CV000656 Order Of Protection	Jenelle Joyce Gordy Orlando Aaron Gordy	Orlando Aaron Gordy 714 S Beeline Hwy Payson, AZ 85541		\$0.00 \$0.00		Payson Regional Justice Court	0 0
9/18/2012	9/19/2012	2012CR12249 Order To Show Cause	State of Arizona Jenelle Joyce Gordy	Orlando Aaron Gordy 105 E McKamey Street #B Payson, AZ 85541	Unserved	\$0.00 \$0.00		Payson Regional Justice Court	0 1
9/18/2012	9/21/2012	2012CR000459 Summons & Complaint	State of Arizona Grace Newman	Grace Newman 5045 Coulter Way Strawberry, AZ 85544	Grace Newman 5045 Coulter Way Strawberry, AZ 85544	\$0.00 \$0.00		Payson Justice Court	0 2
9/18/2012	9/24/2012	2012CR000460 Summons & Complaint	State of Arizona Christopher Post	Christopher Post 95 S Hillside Drive Star Valley, AZ 85541	Christopher Post 62 Mars Lane Star Valley, AZ 85541	\$0.00 \$0.00		Payson Justice Court	0 4
9/18/2012	9/21/2012	2012CR000456 Summons & Complaint	State of Arizona Kelly Granger-Rediger	Kelly Granger-Rediger 3933 E Hwy 260 #67 Star Valley, AZ 85541	Unserved	\$0.00 \$0.00		Payson Justice Court	0 1
9/18/2012	9/25/2012	2012CR000457 Summons & Complaint	State of Arizona Nicholas Vanderpool	Nicholas Vanderpool 1107 S McLane #33 Payson, AZ 85541	Nicholas Vanderpool 108 W Main Street Payson, AZ 85541	\$0.00 \$0.00		Payson Justice Court	0 3
9/18/2012	9/28/2012	2012TR002426 Summons & Complaint	State of Arizona Enzo Salerno	Enzo Salerno 21-B Milky Way Star Valley, AZ 85541	Unserved	\$0.00 \$0.00		Payson Justice Court	0 4
9/18/2012	9/19/2012	2012CR012353 Summons & Complaint	State of Arizona Jonathan Beyer	Jonathan Beyer 609 W. Wade Lane Payson, AZ 85541	Jonathan Beyer 302 S Tonto Payson, AZ 85541	\$0.00 \$0.00		Payson Magistrate Court	0 1
9/18/2012	9/28/2012	2012TC012063 Summons & Complaint	State of Arizona Brisa Burris	Brisa Burris 602 S Colcord #38 Payson, AZ 85541	Unserved	\$0.00 \$0.00		Payson Magistrate Court	0 6
9/18/2012	9/26/2012	2012CR012352 Summons & Complaint	State of Arizona Michael Waugh	Michael Waugh 1205 N Sunshine Ln Payson, AZ 85541	Toby Waugh 1205 N Sunshine Ln Payson, AZ 85541	\$0.00 \$0.00		Payson Magistrate Court	0 4
9/19/2012	9/19/2012	DO201200275 Order Of Protection	Guadalupe Jacobo Vega Jose Manuel Zermeno	Jose Manuel Zermeno 123 E Aero Payson, AZ 85541	Jose Manuel Zermeno 600 E Hwy 260 Payson, AZ 85541	\$0.00 \$0.00		Superior Court Gila County	0 1
9/19/2012		2012CR012365 Summons & Complaint	State of Arizona Michael Hartnett	Michael Hartnett 1302 N Beeline Hwy Payson, AZ 85541		\$0.00 \$0.00		Payson Magistrate Court	0 0

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9/19/2012	10/1/2012	2012CR012362	State of Arizona	Alicia Mae Long-Pickett	Alicia Mae Long-Pickett	\$0.00		Payson Magistrate Court	0
		Summons & Complaint	Alicia Mae Long-Pickett	1107 S McLane #33 Payson, AZ 85541	GCSO Jail Globe, AZ	\$0.00			3
9/19/2012		2012CR012363	State of Arizona	Michelle Kieffer		\$0.00		Payson Magistrate Court	0
		Summons & Complaint	Michelle Kieffer	1308 W. Fort McDonald Payson, AZ 85541		\$0.00			0
9/19/2012	9/24/2012	2012CR012366	State of Arizona	Penny Wallace	Unserved	\$0.00		Payson Magistrate Court	0
		Summons & Complaint	Penny Wallace	3696 E Hwy 260 #A15 Star Valley, AZ 85541		\$0.00			2
9/19/2012	9/21/2012	2012CR012359	State of Arizona	Burt Gossard	Burt Gossard	\$0.00		Payson Magistrate Court	0
		Summons & Complaint	Burt Gossard	213 W Wade Lane #B Payson, AZ 85541	213 W Wade Lane #B Payson, AZ 85541	\$0.00			2
9/19/2012	9/25/2012	2012CR012358	State of Arizona	Mitchell Owens	Mitchell Owens	\$0.00		Payson Magistrate Court	0
		Summons & Complaint	Mitchell Owens	816 W Bridle Path Lane Payson, AZ 85541	1100 South Street Globe, AZ 85502	\$0.00			3
9/19/2012	9/21/2012	2012-193	State of Arizona	GCSO, Deputy T. Hensley	GCSO Clipboard	\$0.00		Superior Court Gila County	0
		Subpoena	Scott M. Brakefield	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
9/19/2012	9/21/2012	2012-193	State of Arizona	GCSO, Deputy T. Nudson	GCSO Clipboard	\$0.00		Superior Court Gila County	0
		Subpoena	Scott M. Brakefield	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
9/19/2012	9/21/2012	2012-193	State of Arizona	GCSO, Deputy C. Maxwell	GCSO Clipboard	\$0.00		Superior Court Gila County	0
		Subpoena	Scott M. Brakefield	GCSO, 108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
9/19/2012	9/19/2012	2012-193	State of Arizona	GCSO, Detective J. Garrett	GCSO, Detective J. Garrett	\$0.00		Superior Court Gila County	0
		Subpoena	Scott M. Brakefield	GCSO, 108 W. Main Street Payson, AZ 85541	GCSO, 108 W. Main Street Payson, AZ 85541	\$0.00			1
9/19/2012	10/2/2012	2012-193	State of Arizona	Loran Eaton	Loran Eaton	\$0.00		Superior Court Gila County	0
		Subpoena	Scott M. Brakefield	191 Desert Rose Drive Tonto Basin, AZ 85553	108 W Main Payson, AZ 85541	\$0.00			3
9/19/2012	9/21/2012	2012-193	State of Arizona	Chris Halsey	Chris Halsey	\$0.00		Superior Court Gila County	0
		Subpoena	Scott M. Brakefield	199 Purtill Trail Tonto Basin, AZ 85553	199 Purtill Trail Tonto Basin, AZ 85553	\$0.00			1
9/19/2012	9/21/2012	2012-193	State of Arizona	Frankie Rocco	Frankie Rocco	\$0.00		Superior Court Gila County	0
		Subpoena	Scott M. Brakefield	23 Old Hwy 188 Tonto Basin, AZ 85553	23 Old Hwy 188 Tonto Basin, AZ 85553	\$0.00			1
9/20/2012	9/20/2012	2012CV000700	Cary Monroe Lynn	Barbara Jean Trowbridge	Barbara Jean Trowbridge	\$0.00		Payson Regional Justice Court	0
		Order Of Protection	Barbara Jean Trowbridge	118 W. Aero Apt. #5 Payson, AZ 85541	118 W. Aero Apt. #5 Payson, AZ 85541	\$0.00			1
9/20/2012	9/24/2012	2012TR012422	State of Arizona	Payson Police Department, Ofc. B. Hoffman	PPD Clipboard	\$0.00		Payson Magistrate Court	0
		Subpoena	William Hutchinson	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1

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9/20/2012	9/24/2012	2012TR002263	State of Arizona	GCSO, Deputy T. Nudson	GCSO Clipboard	\$0.00		Payson Justice Court	0
		Subpoena	Jacob Bennett	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
9/20/2012	9/24/2012	2012CR023	State of Arizona	GCSO, Deputy L. Johnson	GCSO Clipboard	\$0.00		Payson Regional Justice Court	0
		Subpoena	Robert Wayne Bourgeois	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
9/20/2012	9/24/2012	2012TR1765	State of Arizona	Department of Public Safety, Ofc. S. Meeske	DPS Clipboard - Payson	\$0.00		Payson Regional Justice Court	0
		Subpoena	Cory Nephi Allen	Department of Public Safety Payson, AZ 85541	Payson DPS Office Payson, AZ 85541	\$0.00			1
9/20/2012	9/24/2012	2012TR1765	State of Arizona	GCSO, Sgt. John France	GCSO Clipboard	\$0.00		Payson Regional Justice Court	0
		Subpoena	Cory Nephi Allen	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
9/20/2012	9/24/2012	2011-678	State of Arizona	Mystie Rose Albers	Mystie Rose Albers	\$0.00		Superior Court Gila County	0
		Subpoena	Christopher Lawrence Stewart	1303 N. Easy Street Payson, AZ 85541	9032 W Single Tree Lane Payson, AZ 85541	\$0.00			2
9/20/2012	9/24/2012	2011-678	State of Arizona	Payson Police Department, Ofc. B. Buckner	PPD Clipboard	\$0.00		Superior Court Gila County	0
		Subpoena	Christopher Lawrence Stewart	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
9/20/2012	9/24/2012	2011-678	State of Arizona	Payson Police Department, Ofc. Cadwell	PPD Clipboard	\$0.00		Superior Court Gila County	0
		Subpoena	Christopher Lawrence Stewart	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
9/20/2012	9/24/2012	2012CR225	State of Arizona	GCSO, Sgt. B. Havey	GCSO Clipboard	\$0.00		Payson Regional Justice Court	0
		Subpoena	Robert James Levar	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
9/20/2012	9/24/2012	2012CR225	State of Arizona	GCSO, Deputy T. Hensley	GCSO Clipboard	\$0.00		Payson Regional Justice Court	0
		Subpoena	Robert James Levar	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
9/20/2012	9/24/2012	2012CR225	State of Arizona	GCSO, Jacob Delecki	GCSO Clipboard	\$0.00		Payson Regional Justice Court	0
		Subpoena	Robert James Levar	108 W Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
9/20/2012	9/24/2012	2012CR225	State of Arizona	GCSO, Dep. Rodney Cronk	GCSO Clipboard	\$0.00		Payson Regional Justice Court	0
		Subpoena	Robert James Levar	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
9/20/2012	9/24/2012	2012TR838	State of Arizona	GCSO, Deputy T. Nudson	GCSO Clipboard	\$0.00		Payson Regional Justice Court	0
		Subpoena	Fremont (Monte) McCoy Robertson	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
9/20/2012	9/24/2012	2012TR838	State of Arizona	GCSO, Deputy G. Links	GCSO Clipboard	\$0.00		Payson Regional Justice Court	0
		Subpoena	Fremont (Monte) McCoy Robertson	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
9/20/2012	9/24/2012	2012TR838	State of Arizona	Sandra H. Fendler	Sandra H. Fendler	\$0.00		Payson Regional Justice Court	0
		Subpoena	Fremont (Monte) McCoy Robertson	264 N. Sleepy Hollow Drive Payson, AZ 85541	264 N. Sleepy Hollow Drive Payson, AZ 85541	\$0.00			1

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9/20/2012	9/24/2012	2012TR838	State of Arizona	Payson Police Department, Ofc. J. LaManna	PPD Clipboard	\$0.00		Payson Regional Justice Court	0
		Subpoena	Fremont (Monte) McCoy Robertson	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
9/20/2012	9/24/2012	2012CR232	State of Arizona	GCSO, Deputy T. Hensley	GCSO Clipboard	\$0.00		Payson Regional Justice Court	0
		Subpoena	Delaine Elaine Jenkins	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
9/20/2012	9/24/2012	2012CR232	State of Arizona	GCSO, Dep. Rodney Cronk	GCSO Clipboard	\$0.00		Payson Regional Justice Court	0
		Subpoena	Delaine Elaine Jenkins	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
9/20/2012	9/24/2012	2012CR232	State of Arizona	GCSO, Jacob Delecki	GCSO Clipboard	\$0.00		Payson Regional Justice Court	0
		Subpoena	Delaine Elaine Jenkins	108 W Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
9/20/2012	9/24/2012	2012CR232	State of Arizona	GCSO, Sgt. B. Havey	GCSO Clipboard	\$0.00		Payson Regional Justice Court	0
		Subpoena	Delaine Elaine Jenkins	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
9/21/2012	9/21/2012	2012CV000701	Jacqui Jeffrey	Wesley Daniel Webb	Wesley Daniel Webb	\$0.00		Payson Regional Justice Court	0
		Order Of Protection	Wesley Daniel Webb	In Custody-Gila County Jail, Payson 108 W. Main Street Payson, AZ 85541	In Custody-Gila County Jail, Payson 108 W. Main Street Payson, AZ 85541	\$0.00			1
9/21/2012	9/28/2012	2012CR000474	State of Arizona	Cody Bailey	Unserved	\$0.00		Payson Justice Court	0
		Summons & Complaint	Cody Bailey	614 E Luke Drive Payson, AZ 85541		\$0.00			4
9/21/2012	9/27/2012	2012TR002486	State of Arizona	Richard Morris	Richard Morris	\$0.00		Payson Justice Court	0
		Summons & Complaint	Richard Morris	2907 W Nicklaus Dr Payson, AZ 85541	108 W Main Street Payson, AZ 85541	\$0.00			4
9/21/2012	9/26/2012	2012CR000473	State of Arizona	Anthony Kohlin	Unserved	\$0.00		Payson Justice Court	0
		Summons & Complaint	Anthony Kohlin	200 S Rainbow Dr Star Valley, AZ 85541		\$0.00			3
9/26/2012	9/26/2012	2012TR002412	State of Arizona	GCSO, Deputy T. Hensley	GCSO Clipboard	\$0.00		Payson Justice Court	0
		Subpoena	Parijat Bhamburkar	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
9/26/2012	9/26/2012	2012CV000705	Bruce Johnson	Sarah Ann Hulpke	Sarah Ann Hulpke	\$0.00		Payson Regional Justice Court	0
		Order Of Protection	Sarah Ann Hulpke	Mescalero-Mesa Del Payson, AZ 85541	8190-B Mescalero Payson, AZ 85541	\$0.00			3
9/27/2012	10/1/2012	2012TC012064	State of Arizona	Bradley Tillerson	Bradley Tillerson	\$0.00		Payson Magistrate Court	0
		Summons & Complaint	Bradley Tillerson	107 E Airline Blvd Payson, AZ 85541	107 E Airline Blvd Payson, AZ 85541	\$0.00			2
9/27/2012	9/28/2012	2012TC012065	State of Arizona	Matthew Thompson	Matthew Thompson	\$0.00		Payson Magistrate Court	0
		Summons & Complaint	Matthew Thompson	1300 W Rim Drive Payson, AZ 85541	1300 W Rim Drive Payson, AZ 85541	\$0.00			1
9/27/2012		2012TC012066	State of Arizona	Marti Swanty		\$0.00		Payson Magistrate Court	0
		Summons & Complaint	Marti Swanty	397 Beaver Pond Circle Payson, AZ 85541		\$0.00			0

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9/27/2012	9/28/2012	2012TC012067	State of Arizona	Jacqueline Pasamonte	Jacqueline Pasamonte	\$0.00		Payson Magistrate Court	0
		Summons & Complaint	Jacqueline Pasamonte	801 W. Longhorn Road, #2 Payson, AZ 85541	801 W. Longhorn Road, #2 Payson, AZ 85541	\$0.00			1
9/27/2012	9/28/2012	2012TC012068	State of Arizona	Carletta Nez	Unserved	\$0.00		Payson Magistrate Court	0
		Summons & Complaint	Carletta Nez	107 E Lone Driveway Payson, AZ 85541		\$0.00			1
9/27/2012		2012TC012069	State of Arizona	Brittany Jewell		\$0.00		Payson Magistrate Court	0
		Summons & Complaint	Brittany Jewell	222 S Houston Creek Circle Payson, AZ 85541		\$0.00			0
9/27/2012	10/1/2012	2012TC012070	State of Arizona	Don Heinbokel	Don Heinbokel	\$0.00		Payson Magistrate Court	0
		Summons & Complaint	Don Heinbokel	107 E Airline Blvd Payson, AZ 85541	GCSO Jail Globe, AZ	\$0.00			3
9/27/2012		2012TC012072	State of Arizona	Shannon Davis		\$0.00		Payson Magistrate Court	0
		Summons & Complaint	Shannon Davis	103 W Evergreen Circle Payson, AZ 85541		\$0.00			0
9/27/2012	9/28/2012	2012TC012071	State of Arizona	Susan Ochoa	Susan Ochoa	\$0.00		Payson Magistrate Court	0
		Summons & Complaint	Susan Ochoa	8112 Cherry Ann Lane Payson, AZ 85541	8112 Cherry Ann Lane Payson, AZ 85541	\$0.00			1
9/27/2012	9/28/2012	2012CR000478	State of Arizona	Jessica Seeley	Jessica Seeley	\$0.00		Payson Justice Court	0
		Summons & Complaint	Jessica Seeley	212 E Aero Payson, AZ 85541	212 E Aero Payson, AZ 85541	\$0.00			1
9/28/2012	10/1/2012	2012TR012426	State of Arizona	Payson Police Department, Ofc. J. Johnson	PPD Clipboard	\$0.00		Payson Magistrate Court	0
		Subpoena	Leah Aguilar	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
9/28/2012	9/28/2012	2012CR12272	State of Arizona	Mark Rolland Fickel	Unserved	\$0.00		Payson Magistrate Court	0
		Subpoena	Charles William Sullivan, Jr.	8095 West Barranta Road Payson, AZ 85541		\$0.00			1
9/28/2012	9/28/2012	2012CR12272	State of Arizona	Benjamin West	Unserved	\$0.00		Payson Magistrate Court	0
		Subpoena	Charles William Sullivan, Jr.	1212 N William Tell Circle Payson, AZ 85541		\$0.00			1
9/28/2012	9/28/2012	2011CR12454	State of Arizona	Payson Police Department, Ofc. Cadwell	PPD Clipboard	\$0.00		Payson Magistrate Court	0
		Subpoena	Reginald Robert John Montijo	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
9/28/2012	9/28/2012	2011CR12454	State of Arizona	Payson Police Department, Ofc. B. Buckner	PPD Clipboard	\$0.00		Payson Magistrate Court	0
		Subpoena	Reginald Robert John Montijo	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
9/28/2012	9/28/2012	2011CR12454	State of Arizona	Veronica Nicole Cotto	Unserved	\$0.00		Payson Magistrate Court	0
		Subpoena	Reginald Robert John Montijo	1101 W. Birchwood Road Payson, AZ 85541		\$0.00			1
9/28/2012	9/28/2012	2011CR12454	State of Arizona	Dennis Joseph Engle	Dennis Joseph Engle	\$0.00		Payson Magistrate Court	0
		Subpoena	Reginald Robert John Montijo	1101 West Birchwood Road Payson, AZ 85541	1101 West Birchwood Road Payson, AZ 85541	\$0.00			1

ITEMIZED SERVICES by DATE RECEIVED

9/1/2012 TO 9/30/2012

Date: 10/3/2012

Page: 10

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
9/28/2012	9/28/2012	2011CR12454	State of Arizona	Carla Jean Brown	Carla Jean Brown	\$0.00		Payson Magistrate Court	0
		Subpoena	Reginald Robert John Montijo	1101 W. Birchwood Road Payson, AZ 85541	1101 W. Birchwood Road Payson, AZ 85541	\$0.00			1
9/28/2012	9/28/2012	2011CR12454	State of Arizona	Victor Nazrith Cotto, Jr.	Victor Nazrith Cotto, Jr.	\$0.00		Payson Magistrate Court	0
		Subpoena	Reginald Robert John Montijo	1101 W. Birchwood Road Payson, AZ 85541	1101 W. Birchwood Road Payson, AZ 85541	\$0.00			1

MILEAGE FOR THE MONTH September 2012

DATE	MILES DRIVEN BY B-185		MILES DRIVEN BY B-12	
9/3				
9/4	32		46	
9/5	35		93	
9/6	33			
9/7	32		204	
9/10	35		66	
9/11	32			
9/12	33		96	
9/13	71			
9/14	26		133	
9/17	32		67	
9/18	35			
9/19	31		83	
9/20	39			
9/21	43		144	
9/24	32		74	
9/25	63			
9/26	156		42	
9/27	52			
9/28	31		93	
DAYS	843		1141	

**Total Miles Driven By
The Constable's Office**

1984

September 2012

**GILA COUNTY TREASURER'S RECEIPT
GILA COUNTY, ARIZONA**

DATE 10/3/12

GRANT # _____
 DEPOSIT TO FUND Gila County Treasurer FUND # _____
 REMITTING DEPT Payson Regional Constable's Office
 SERVICE RENDERED Constable's Ethics, Standards & Treasurers Board Writ Fee Collected

Account Code	Revenue Description	Amount
T9162061	CESTB - Writ Fee Collected For September 2012	25 00
	5 @ 5 ⁰⁰	
	CK# 2300	
		25 00

Authorized Signature  7270 Title PRCO #324

SUMMARY OF DEPOSIT

Currency	
Coins	
Checks	
Total	

TREASURER By _____ Date _____
 TREASURER 98345

PAYSON CONSTABLE
 108 W. MAIN ST. 928-474-3844
 PAYSON, AZ 85541

2300
 91-527/1221 6128
 0703680454

DATE 10/3/12

PAY TO THE ORDER OF Gila County Treasurer \$ 25⁰⁰
Twenty-five + 00/100'S DOLLARS

FOR Writ Fees - September

 7270

⑈000002300⑈ ⑆122105278⑆ 0703680454⑈

**GILA COUNTY TREASURER'S RECEIPT
GILA COUNTY, ARIZONA**

DATE 10/3/12

GRANT # _____

DEPOSIT TO FUND Gila County Treasurer FUND # _____

REMITTING DEPT Payson Regional Constable's Office

SERVICE RENDERED Service fees collected for the month of September 2012

Account Code	Revenue Description	Amount	
1005-324-3405.80	Service fees collected	1710	30
X1005-01-32400-4604	9/1/12 thru 9/30/12		
		1710	30

Authorized Signature  Title PRCO # 324

SUMMARY OF DEPOSIT

Currency	
Coins	
Checks	
Total	

TREASURER By _____ Date _____

TREASURER 98346

PAYSON CONSTABLE 108 W. MAIN ST. 928-474-3844 PAYSON, AZ 85541		2301 91-527/1221 6128 0703680454
PAY TO THE ORDER OF <u>Gila County Treasurer</u>		DATE <u>10/3/12</u>
<u>One thousand seven hundred ten & 30/100</u>		\$ <u>1,710.30</u>
FOR <u>Service fees - September</u>		DOLLARS 
		MP
⑈00000230⑈ ⑆22105278⑆ 0703680454⑈		

ARF-1524

4- K

Regular BOS Meeting

Meeting Date: 11/13/2012

Reporting Period: Clerk of the Superior Court Monthly Report for September 2012

Submitted For:

Anita Escobedo

Submitted By: Vicki Aguilar,
Chief Deputy
Clerk of the
Superior
Court, Clerk of
the Superior
Court

Information

Subject

Clerk of the Superior Court Monthly Report for September 2012

Suggested Motion

Approval of the September 2012 monthly activity report submitted by the Clerk of the Superior Court.

Attachments

Clerk of Superior Court Report for 09/12

**IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF GILA**

**CLERK'S REPORT
FOR
SEPTEMBER 2012**

TO THE HONORABLE BOARD OF SUPERVISORS:

I herewith present the annexed report as and for a true and correct account of all fees earned and collected by me as Clerk of the Superior Court.


ANITA ESCOBEDO
Clerk of the Superior Court
Of Gila County, Arizona



Summary Allocation by Agency Report

Report generated on : 10/8/2012 10:38:36 AM

Criteria : From Date : 9/1/2012 To Date : 9/30/2012

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
Agency Name :									
		DFA	DUMMY FUND ACCOUNT			(\$25900.00)		(\$25900.00)	\$0.00
		5555	HOLD ACCOUNT	\$3197.53		(\$1672.00)		\$1525.53 ✓	\$0.00
Agency Name : BOND POSTED - THIS COURT									
ZBND	BOND POSTED - THIS COURT	ZBND	BOND POSTED - THIS COURT	\$1000.00		\$25900.00		\$26900.00	\$0.00
Agency Name : D.A.R.E. PROGRAM									
ZDARE	D.A.R.E. PROGRAM	ZDARE	D.A.R.E. PROGRAM	\$25.00				\$25.00 ✓	\$0.00
Agency Name : ELECTED OFFICIALS RETIRE. FUND									
ZEORF	ELECTED OFFICIALS RETIRE. FUND	ZEORF	ELECTED OFFICIALS RETIRE. FUND	\$2392.89		(\$8.00)		\$2384.89 ✓	\$119.24
Agency Name : GILA COUNTY TREASURER									
ZCNTY	GILA COUNTY TREASURER	ZOS2	2011 ADDTNL ASSMNT -CNTY TRSR	\$8.23		\$1.00		\$9.23	\$0.46
		ZOS1	2011 ADDTNL ASSMNT -STATE TRSR	\$65.85		\$8.00		\$73.85	\$3.69
		ZVAPB	30% INTERSTATE COMPACT	\$39.00				\$39.00	\$1.95
		ZIAAF	ADMINISTRATIVE INDIGENT ASSESSMENT	\$250.00				\$250.00	\$0.00
		ZADR	ALTER. DISPUTE RESOLUTION FUND	\$54.61		(\$0.18)		\$54.43	\$2.72

Anita Escobedo, Clerk of the Court
Gila County Superior Court
1400 E. Ash St.
Globe, AZ 85501



Summary Allocation by Agency Report

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
ZCNTY	GILA COUNTY TREASURER	ZATT	ATTORNEY FEE REIMBURSEMENT	\$1250.00				\$1250.00	\$0.00
		ZALTF	AZ LENGTHY TRIAL FUND	\$525.00				\$525.00	\$26.25
		ZFEE	BASE FEES (GENERAL FUND)	\$5029.55		(\$16.77)		\$5012.78	\$250.64
		ZFINE	BASE FINES	\$4514.75		\$85.87		\$4600.62	\$230.03
		ZCIEF	CHILDREN ISSUES EDUC FUND	\$208.38				\$208.38	\$10.42
		ZCEF	CLEAN ELECTIONS FUND	\$412.83		\$1.09		\$413.92	\$0.00
		ZCAA1	CONFIDENTIAL ADDRESS ASSESSMENT FUND-STATE	\$22.32				\$22.32	\$1.12
		ZCAA2	CONFIDENTIAL ADDRESS ASSESSMENT FUND-LOCAL	\$1.18				\$1.18	\$0.06
		ZCIF	CONFIDENTIAL INTERMEDIARY FUND	\$39.85		(\$0.15)		\$39.70	\$1.99
		ZJDET	COUNTY JUV DETENTION	\$15.10				\$15.10	\$0.76
		ZCLLF	COUNTY LAW LIBRARY FUND	\$2392.75		(\$7.99)		\$2384.76	\$119.24
		ZCJEF	CRIMINAL JUSTICE ENHANCE FUND	\$1976.54		\$5.11		\$1981.65	\$99.08
		ZDNAS	DNA STATE SURCHARGE	\$254.65		\$0.76		\$255.41	\$12.77
		ZDS	DOCUMENT STOR. & RETRIEVAL FND	\$1229.39		(\$5.99)		\$1223.40	\$61.17

Anita Escobedo, Clerk of the Court

Gila County Superior Court

1400 E. Ash St.

Globe, AZ 85501

<http://www.supreme.state.az.us/gilasc/clerk/clerk.html>



Summary Allocation by Agency Report

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
ZCNTY	GILA COUNTY TREASURER	ZDVCA	DOM. VIOL.-CHLD ABUSE PREV FND	\$301.58		(\$1.01)		\$300.57	\$15.03
		ZDREF	DOMESTIC RELATIONS EDUCATION	\$61.29				\$61.29	\$3.06
		ZDVSF	DOMESTIC VIOLENCE SHELTER FUND	\$1410.70		(\$4.63)		\$1406.07	\$70.30
		ZDECJ	DRUG & GANG ENFORCEMENT FINES	\$190.38				\$190.38	\$9.52
		ZDGEF	DRUG & GANG ENFORCEMENT FUND	\$204.24		(\$0.68)		\$203.56	\$10.18
		ZDCRT	DRUG COURT FEE FUND	\$480.00				\$480.00	\$24.00
		ZDUIA	DUI ABATEMENT FUND	\$10.00				\$10.00	\$0.50
		ZCSVF	EXPEDITED CHILD SUPPORT AND	\$202.27				\$202.27	\$10.11
		ZWITN	EXPERT WITNESS FUND	\$540.00				\$540.00	\$0.00
		ZEXAP	EXTRA ADULT PROBATION ASMNT	\$1261.02		\$10.00		\$1271.02	\$63.55
		ZEXJU	EXTRA JUV PROBATION ASMNT	\$363.71		\$25.00		\$388.71	\$19.44
		ZEXT	EXTRADITION REIMBURSEMENT	\$937.50				\$937.50	\$0.00
		ZFTGS	FILL-THE-GAP SURCHARGE (7%)	\$287.90		\$0.76		\$288.66	\$14.43
		ZCC	GEN JURIS CONCILIATION COURT	\$1744.04		\$3.01		\$1747.05	\$87.35
		ZGCAT	GILA COUNTY ATTORNEY - 60%	\$2639.47		\$492.00		\$3131.47	\$0.00

Anita Escobedo, Clerk of the Court

Gila County Superior Court

1400 E. Ash St.

Globe, AZ 85501

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Summary Allocation by Agency Report

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
ZCNTY	GILA COUNTY TREASURER	ZGCLK	GILA COUNTY CLERK OF THE COURT - 10%	\$439.91		\$82.00		\$521.91	\$0.00
		ZGCSC	GILA COUNTY SUPERIOR COURT - 30%	\$1319.72		\$246.00		\$1565.72	\$0.00
		ZJF	JAIL (INCARCERATION) FEES	\$11.55				\$11.55	\$0.00
		ZJCLF	JUDIC. COLLECT. ENHANCE. FUND - LOCAL	\$1174.82		(\$3.92)		\$1170.90	\$58.55
		ZJCSF	JUDIC. COLLECT. ENHANCE. FUND - STATE	\$2669.67		(\$8.93)		\$2660.74	\$133.04
		ZJCL	JUDICIAL COLLECT ENHANCE FUND - LOCAL	\$98.00		\$28.00		\$126.00	\$0.00
		ZJCS	JUDICIAL COLLECT ENHANCE FUND - STATE	\$182.00		\$52.00		\$234.00	\$0.00
		ZJURY	JURY FEES	\$25.00				\$25.00	\$1.25
		ZJDO	JUVENILE DIVERSN FUND OVER \$40			\$70.00		\$70.00	\$3.50
		ZJDU	JUVENILE DIVERSN FUND UNDER \$40			\$280.00		\$280.00	\$14.00
		ZJS	JUVENILE PROBATION SERV FEES	\$846.19		\$5.00		\$851.19	\$42.56
		ZLCL	LOCAL COSTS/FEES - NSF	\$25.00				\$25.00	\$1.25
		ZMSEF	MEDICAL SERVICES ENHANCE FUND	\$545.38		\$1.41		\$546.79	\$27.34

Anita Escobedo, Clerk of the Court
 Gila County Superior Court
 1400 E. Ash St.
 Globe, AZ 85501



Summary Allocation by Agency Report

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
ZCNTY	GILA COUNTY TREASURER	ZMISC	MISCELLANEOUS FEES	\$72.44				\$72.44	\$3.62
		ZOS3	OFFCR SAFETY EQUIP -CITY POLICE	\$8.00				\$8.00	\$0.40
		ZOS4	OFFCR SAFETY EQUIP -SHERIFF	\$24.92		\$4.00		\$28.92	\$1.45
		ZPP	PASSPORT APPLICATION FEES	\$700.00				\$700.00	\$35.00
		ZPCOF	PRISON CONSTRUCTION AND	\$1222.73				\$1222.73	\$61.14
		ZPRS6	PROB SURCH 2006	\$16.58		\$10.00		\$26.58	\$1.33
		ZPBA	PROBATION FEE ADULT	\$7723.03		\$190.00		\$7913.03	\$395.65
		ZPRSU	PROBATION SURCHARGE (\$5.00)	\$10.67				\$10.67	\$0.53
		ZPUBZ	PUBLIC DEFENDER FEES	\$100.00				\$100.00	\$0.00
		ZPSEF	PUBLIC SAFETY EQUIPMENT FUND	\$833.00				\$833.00	\$0.00
		ZSMEN	SPOUSAL MAINTENANCE FUND	\$130.03		\$0.24		\$130.27	\$6.51
		ZSTAT	STATE TREASURER - GENERAL FUND	\$210.00				\$210.00	\$10.50
		ZVAF	VICTIMS ASSISTANCE FUND	\$91.00				\$91.00	\$4.55
		ZVRIF	VICTIMS RIGHTS IMPLEMENTATION	\$50.00		\$100.00		\$150.00	\$7.50
		ZGFDU	XTRA DUI ASSMT	\$120.00				\$120.00	\$6.00
		ZPRS9	ZPRS9	\$215.00		\$15.00		\$230.00	\$11.50

Anita Escobedo, Clerk of the Court

Gila County Superior Court

1400 E. Ash St.

Globe, AZ 85501

<http://www.supreme.state.az.us/gilasc/clerk/clerk.html>



Summary Allocation by Agency Report

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
Agency Name : MISCELLANEOUS - TRUST									
ZMIST	MISCELLANEOUS - TRUST	ZMIST	MISCELLANEOUS - TRUST	\$44.00				\$44.00	\$0.00
Agency Name : RESTITUTION									
ZREST	RESTITUTION	ZREST	RESTITUTION	\$14289.54		\$14.00		\$14303.54	\$0.00
Total:				\$68737.68		\$0.00		\$68737.68	\$2096.23
				LESS SHADED AREAS:				<u>-19,282.96</u>	
								\$49,454.72	

Anita Escobedo, Clerk of the Court
 Gila County Superior Court
 1400 E. Ash St.
 Globe, AZ 85501
<http://www.supreme.state.az.us/gilasc/clerk/clerk.html>

STATE OF ARIZONA)
) ss:
County of Gila)

ANITA ESCOBEDO, being first duly sworn according to law,
Deposes and says:

That she is the Clerk of the Superior Court of the State of Arizona, in and for the County of Gila, and that the annexed and foregoing report contains a true and correct statement of all fees collected by her in the office of said Clerk during the month of SEPTEMBER, 2012.


ANITA ESCOBEDO
Clerk of the Superior Court
Of Gila County, Arizona

SUBSCRIBED AND SWORN to before me this 9TH day of OCTOBER, 2012.


Deputy

ARF-1526

4- L

Regular BOS Meeting

Meeting Date: 11/13/2012

Reporting Period: Recorder Monthly Report for September 2012

Submitted For: Sadie Dalton

Submitted By: Sadie Dalton,
Recorder,
Recorder's
Office

Information

Subject

Recorder Monthly Report for September 2012

Suggested Motion

Approval of the September 2012 monthly activity report submitted by the Recorder's Office.

Attachments

Recorder's September 2012 Monthly Report



GILA COUNTY RECORDER

REPORT FOR THE MONTH OF September 2012

I, Sadie Tomerlin, 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.

A handwritten signature in cursive script, appearing to read "Sadie Tomerlin Dalton", is written over a horizontal line.

Sadie Tomerlin Dalton, Gila County Recorder

Bank Deposit Summary, From 9/3/12 12:00AM To 9/28/12 11:59PM

Date & Time	Deposit Id	Bank Account	Reference	Amount
Sep 4, 2012 8:00:58 AM	2623	B	Globe	\$1,541.00
Sep 4, 2012 4:57:14 PM	2622	B	Payson09/04/12	\$115.00
Sep 5, 2012 4:54:48 PM	2624	B	Globe	\$138.00
Sep 6, 2012 4:53:52 PM	2625	B	payson09/06/12	\$44.00
Sep 6, 2012 4:56:53 PM	2626	B	Globe	\$221.20
Sep 7, 2012 12:00:00 AM	2628	B	Globe	\$291.00
Sep 7, 2012 4:57:03 PM	2627	B	Payson09/07/12	\$61.00
Sep 10, 2012 4:55:16 PM	2629	B	Globe	\$349.50
Sep 11, 2012 10:35:01 AM	2631	B	Payson 09/10/12 cor	\$53.00
Sep 11, 2012 4:54:34 PM	2632	B	Payson09/11/12	\$2.00
Sep 11, 2012 4:56:09 PM	2633	B	Globe	\$173.00
Sep 12, 2012 4:55:27 PM	2634	B	Globe	\$102.00
Sep 12, 2012 4:55:30 PM	2635	B	Payson09/12/12	\$21.00
Sep 13, 2012 4:54:25 PM	2636	B	Globe	\$177.00
Sep 13, 2012 4:57:18 PM	2637	B	Payson09/13/2012	\$0.00
Sep 14, 2012 4:53:22 PM	2638	B	Globe	\$786.00
Sep 14, 2012 4:54:19 PM	2639	B	Payson09/14/12	\$8.00
Sep 17, 2012 4:55:39 PM	2640	B	Globe	\$1,602.00
Sep 17, 2012 4:59:27 PM	2641	B	Payson09/17/12	\$81.00
Sep 18, 2012 4:53:53 PM	2642	B	Globe	\$581.50
Sep 18, 2012 4:57:43 PM	2643	B	Payson09/18/12	\$36.00
Sep 19, 2012 4:56:20 PM	2644	B	Globe	\$221.00
Sep 19, 2012 4:58:53 PM	2645	B	payson09/19/12	\$13.00
Sep 20, 2012 4:53:33 PM	2646	B	Globe	\$1,122.00
Sep 20, 2012 4:59:14 PM	2647	B	P09/20/2012	\$24.00
Sep 21, 2012 4:53:24 PM	2648	B	Globe	\$214.00
Sep 21, 2012 4:53:39 PM	2649	B	Payson09/21/12	\$11.00
Sep 24, 2012 4:55:29 PM	2650	B	Globe	\$2,320.00
Sep 24, 2012 4:56:33 PM	2651	B	Payson09/24/12	\$43.00
Sep 25, 2012 4:56:03 PM	2652	B	Globe	\$735.00
Sep 25, 2012 4:56:31 PM	2653	B	Payson09/25/12	\$44.00
Sep 26, 2012 4:57:10 PM	2654	B	Globe	\$320.00
Sep 26, 2012 4:58:59 PM	2655	B	Payson09/26/12	\$42.00
Sep 27, 2012 4:54:55 PM	2656	B	Globe	\$634.00
Sep 27, 2012 4:58:18 PM	2657	B	Payson09/27/12	\$57.00
Sep 28, 2012 4:54:33 PM	2658	B	Globe	\$219.00
Sep 28, 2012 5:24:29 PM	2659	B	09/28/12 Payson	\$31.00
			Total	\$12,433.20

Journal Activity

Account		Debits	Credits	Net
Asset				
1005SuspensePrePayAccounts	1005 Suspense - Prepay	\$5,883.60	(\$1,800.00)	\$4,083.60
Cash	Cash/Check	\$12,433.20	\$0.00	\$12,433.20
D-1005-120-01-4612-003	Postage(deferred)	\$29.00	(\$13.00)	\$16.00
D-1005-120-01-4612-023	Recording Fee (deferred)	\$87.00	(\$39.00)	\$48.00
D-7145-120-01-4775-004	Recorder Storage and Retrieval (deferred)	\$116.00	(\$52.00)	\$64.00
ETransfer	Electronic Transfers	\$4,305.00	\$0.00	\$4,305.00
	Total	\$22,853.80	(\$1,904.00)	\$20,949.80
Liability				
1005SuspenseChargeAccounts	1005 Suspense - Charge	\$104.00	(\$2,064.00)	(\$1,960.00)
	Total	\$104.00	(\$2,064.00)	(\$1,960.00)
Expense				
	Total	\$0.00	\$0.00	\$0.00
Revenue				
1005-120-01-4612-001	Copies	\$0.00	(\$329.00)	(\$329.00)
1005-120-01-4612-002	Certified Seal	\$0.00	(\$21.00)	(\$21.00)
1005-120-01-4612-003	Postage	\$0.00	(\$944.60)	(\$944.60)
1005-120-01-4612-005	Affidavit of Property Value	\$0.00	(\$338.00)	(\$338.00)
1005-120-01-4612-008	Additional Transaction Fee	\$0.00	(\$114.00)	(\$114.00)
1005-120-01-4612-012	Overpayment	\$0.00	(\$179.00)	(\$179.00)
1005-120-01-4612-018	Misc Fees (Notification)	\$0.00	(\$58.00)	(\$58.00)
1005-120-01-4612-023	Recording Fee	\$0.00	(\$10,580.00)	(\$10,580.00)
1005-120-01-4612-026	Refunds	\$0.00	(\$44.00)	(\$44.00)
1005-120-01-4612-027	Fax	\$0.00	(\$70.00)	(\$70.00)
1005-120-01-4612-029	Search	\$0.00	(\$135.00)	(\$135.00)
7145-120-01-4775-004	Recorder Storage and Retrieval	\$0.00	(\$5,244.00)	(\$5,244.00)
7146-120-01-4612	Mining Fees	\$0.00	(\$11.00)	(\$11.00)
7146-120-01-4776-009	State Mining Fees	\$0.00	(\$44.00)	(\$44.00)
7147-120-01-4612-018	Voter	\$0.00	(\$27.20)	(\$27.20)
7147-120-01-4774-031	Miscellaneous	\$0.00	(\$925.00)	(\$925.00)
eRecording	eRecording	\$4,315.00	(\$4,241.00)	\$74.00
	Total	\$4,315.00	(\$23,304.80)	(\$18,989.80)
	Total	\$27,272.80	(\$27,272.80)	\$0.00

Range Summary

Range	Account	Debits	Credits	Net
Cash/Check	Cash Cash/Check	\$12,433.20	\$0.00	\$12,433.20
	Range Total	\$12,433.20	\$0.00	\$12,433.20

Sadie Tomerlin
Gila County Recorder

New Fiscal Year Form

Month	FY No of Doc.	2012-2013 Recorder Storage & Retrieval 7145	Recording Fees 1005	Computer Svcs 7147	Mining fees 7146	Recorder Check to Treasurer
July	1,169	4,532	14,548.76	948.93	6.00	20,035.69
Aug	1,521	5,724	21,082.47	920.32	28.00	27,754.79
Sept	1,346	5,180	10,507.62	952.20	11.00	16,650.82
Oct						0.00
Nov						0.00
Dec						0.00
Jan						0.00
Feb						0.00
Mar						0.00
Apr						0.00
May						0.00
June						0.00
Total	4,036	15,436	46,138.85	2,821.45	45.00	64,441.30
Fiscal Year		64,441.30				
All Monies						

	A	B	C	D	E	F
1	GILA COUNTY RECORDER					
2						
3		REPORT FOR		Sept 2012		
4						
5	SECTION I		CREDIT	DEBIT	TOTAL	EXPLANATION
6	1005 (GENERAL FUND)	PAID INTO SUSPENSE ACCT	\$8,105.00		\$0.00	
7		PAID OUT OF SUSPENSE ACCT		\$10,302.60	\$2,197.60	
8		RECORDING FEES	\$12,748.60	\$0.00	\$0.00	
9		REFUNDS-EXCESS FEES		\$44.00		
10		INTEREST PD TO ACCT	\$0.62	\$0.00		
11				\$0.00		
12	TOTAL 1005 FUNDS		\$20,854.22	\$10,346.60	\$10,507.62	
13						
14	SECTION II					
15		7145 FUND (RECORDER)	\$5,180.00	\$0.00	\$5,180.00	
16		7146 FUND (MINING - 80% STATE TREAS)	\$44.00	\$44.00	\$44.00	
17		7146 FUND (MINING - 20% RECORDER)	\$11.00	\$0.00	\$11.00	
18		7147 FUND (COMPUTER SVCS)	\$952.20	\$0.00	\$952.20	
19	TOTAL SEC II FUNDS		\$6,187.20	\$44.00	\$6,187.20	
20						
21	COMBINED TOTALS - TOTAL FEES COLLECTED		\$27,041.42	\$10,390.60	\$16,650.82	
22						
23						

House Account Summary
 Gila County AZ Recorder
 For the Period of 09/03/2012 - 09/28/2012
 Immediate and Deferred Accounts

House Account ID	House Account Name	Starting Balance	Charges	Payments	Ending Balance
ACCU	ACCUSEARCH	(\$170.00)	\$10.00	\$0.00	(\$160.00)
ADOR-M	STATE OF ARIZONA - DEPT OF REVENUE	(\$46.97)	\$46.80	(\$550.00)	(\$550.17)
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	(\$201.00)	\$62.00	\$0.00	(\$139.00)
ARARS	AZ RESEARCH & AMP RETRIEVAL SVCS	(\$310.00)	\$70.00	\$0.00	(\$240.00)
AWC	ARIZONA WATER COMPANY	(\$250.00)	\$0.00	\$0.00	(\$250.00)
AZDOR	ADOR ACCOUNTS PAYABLE	(\$174.00)	\$40.00	(\$2,000.00)	(\$2,134.00)
AZRE/RECORDING	ARIZONA DEPT OF REALESTATE	(\$2,050.00)	\$0.00	\$0.00	(\$2,050.00)
CARD	Cardon Hiatt / The Vineyrd Group	(\$105.00)	\$0.00	\$0.00	(\$105.00)
EQUIT	EQUITY SERVICES	(\$108.00)	\$92.00	\$0.00	\$16.00
ERAY	ERA YOUNG REALTY	(\$87.80)	\$46.80	(\$250.00)	(\$291.00)
EXCEL	EXCEL DOCUMENT SERVICES	(\$83.00)	\$10.00	\$0.00	\$73.00
FARES	First American Corelogic Inc.	(\$1,006.40)	\$285.00	\$0.00	(\$721.40)
FATM	FIRST AMERICAN MICROFICHE	(\$25.00)	\$0.00	\$0.00	\$25.00
FB	FLOYD BLEAK / NANCY SHEPPARD	(\$618.00)	\$0.00	\$0.00	(\$618.00)
FCS,INC	Pacific Corportate & Title Service	(\$51.00)	\$0.00	\$0.00	\$51.00
FNDS	LPS APPLIED ANALYTICS	(\$1,443.20)	\$285.00	\$0.00	(\$1,158.20)
GCCD	GILA COUNTY COMMUNITY DEVELOPMENT	\$73.50	\$0.00	\$0.00	\$73.50
HANSEN-ENGINEERING	HANSEN ENGINEERING & SURVEYING	(\$43.00)	\$0.00	\$0.00	\$43.00
IMAPP	IMAPP, INC	(\$53.40)	\$0.00	\$0.00	\$53.40
INDEPTH	INDEPTH SOLUTIONS INC	(\$50.00)	\$0.00	\$0.00	\$50.00
Ingeo	Ingeo - eRecording	(\$498.00)	\$420.00	(\$414.00)	(\$492.00)
IRS	INTERNAL REVENUE SERVICE	(\$82.00)	\$64.00	(\$64.00)	\$82.00
LA001	First American Title Lenders Advantage	(\$470.50)	\$21.00	\$0.00	(\$449.50)
MHK	MORRIS HALL KINGHORN	(\$266.00)	\$0.00	\$0.00	(\$266.00)
NDTS-TSG	FIRST AMERICAN TITLE INSURANCE COMPANY	(\$906.00)	\$0.00	\$0.00	(\$906.00)
PIONE	PIONEER TITLE AGENCY FICHE	(\$277.00)	\$275.00	\$0.00	(\$2.00)
PTP2	PIONEER TITLE AGENCY RECORDINGS 2	(\$6,975.00)	\$4,647.00	(\$1,000.00)	(\$3,328.00)
RSSI	RECORD SEARCHING SERVICES INC	(\$128.00)	\$33.00	\$0.00	(\$95.00)
simplifile	Simplifile - eRecording	(\$896.00)	\$3,895.00	(\$3,827.00)	(\$828.00)
SOUTHWES DIV	FIRST AMERICAN TITLE	(\$1,171.20)	\$0.00	\$0.00	(\$1,171.20)
Totals		(\$18,952.47)	\$10,302.60	(\$8,105.00)	(\$16,754.87)

ARF-1530

4- M

Regular BOS Meeting

Meeting Date: 11/13/2012

Reporting Period: Payson Regional Justice of the Peace Monthly Report for September 2012

Submitted For: Dorothy Little

Submitted By: Dorothy Little,
Justice of the
Peace-Payson
Region,
Superior Court

Information

Subject

Payson Regional Justice of the Peace Monthly Report for September 2012

Suggested Motion

Approval of the September 2012 monthly activity report submitted by the Payson Regional Justice of the Peace.

Attachments

September 2012 reports

PAYSON JUSTICE COURT TREASURER'S RECAP FY2013

SEPTEMBER, 2012	AZTEC	ACCOUNT	ACCOUNT	TOTAL AMOUNT	5% FILL THE GAP	ADJUSTED
FUND NAME	CODE	CODE	CODE	ALLOCATED	SET ASIDE	BALANCE
Alternative Dispute Resolution	ZADR	0848000-000-000-2061-00	T848-2061	\$ 55.73	\$ 2.79	\$ 52.94
Arson Detection Reward Fund 41-2167D	ZADRF	0901000-000-000-2061-00	T901-2061	\$ -	\$ -	\$ -
Attorney Fee Reimbursement	ZATT	1005000-314-000-3350-00	X10501314004383	\$ 82.91	\$ -	\$ 82.91
Confidential Address Assessment - State Treasurer	ZCAA1	0884000-000-000-2061-00		\$ -	\$ -	\$ -
Confidential Address Assessment - Local	ZCAA2	1005.302.3800.30		\$ -	\$ -	\$ -
Citizens Clean Elections	ZCEF	0888000-000-000-2061-00	T888-2061	\$ 1,147.73	\$ -	\$ 1,147.73
Criminal Justice Enhancement 67%	ZCJEF	0812000-000-000-2061-00	T812-2061	\$ 5,393.68	\$ 269.68	\$ 5,124.00
Defensive Driving Diversion Fee	ZDDS	1005000-314-000-3400-90	X105-4609	\$ 2,450.00	\$ 122.50	\$ 2,327.50
DNA State Surcharge 3% 12-116.01C	ZDNAS	0872000-000-000-2061-00	T872-2061	\$ 681.24	\$ 34.06	\$ 647.18
Elected Officials Retirement Fund 15.30%	ZEORF	0801000-000-000-2061-00	T801-2061	\$ 417.01	\$ 20.85	\$ 396.16
Base Fees (General Fund)	ZFEE	1005000-314-000-3400-15	X105-4615	\$ 1,117.24	\$ 55.86	\$ 1,061.38
Base Fines (General Fund)	ZFINE	1005000-314-000-3510-10	X105-4831	\$ 10,514.30	\$ 525.72	\$ 9,988.58
Fill the Gap Surcharge 7%	ZFTGS	0870000-000-000-2061-00	T870-2061	\$ 803.26	\$ 40.16	\$ 763.10
Failure To Pay Warrant Surcharge 10%	ZFTPS	1005000-314-000-3400-17	X10501314004861	\$ 128.67	\$ 6.43	\$ 122.24
Extra DUI Assessment \$500	ZGFDU	0912000-000-000-2061-00	T912-2061	\$ 2,354.51	\$ 117.73	\$ 2,236.78
Judicial Collection Enhancement \$7	ZJCL	4741000-314-000-3400-15	X36001314004615	\$ 409.75	\$ -	\$ 409.75
Judicial Collection Enhancement Local %	ZJCLF	4741000-314-000-3400-15	X36001314004615	\$ 185.48	\$ 9.27	\$ 176.21
Judicial Collection Enhancement \$13	ZJCS	0818000-000-000-2061-00	T818-2061	\$ 760.95	\$ -	\$ 760.95
Judicial Collection Enhancement %PC	ZJCSF	0840000-000-000-2061-00	T840-2061	\$ 424.56	\$ 21.23	\$ 403.33
Jail (Incarceration) Fees	ZJF	1005000-300-340-3405-40	X10502340004651	\$ 578.00	\$ -	\$ 578.00
Local Costs	ZLCL	1005000-314-000-3510-10	X105-4831	\$ -	\$ -	\$ -
Administrative Costs	ZMISC	1005000-314-000-3400-99	X105-4886	\$ 702.48	\$ 35.12	\$ 667.36
Medical Services Enhancement 13%	ZMSEF	0813000-000-000-2061-00	T813-2061	\$ 1,491.95	\$ 74.60	\$ 1,417.35
2011 Additional Assessment - State Treasurer	ZOS1	0930000-000-000-2061-00		\$ 1,434.01	\$ 71.70	\$ 1,362.31
2011 Additional Assessment - County Treasurer	ZOS2	0931000-000-000-2061-00		\$ 179.26	\$ 8.96	\$ 170.30
Officer Safety Equipment - City Police (CP)	ZOS3	0932000-000-000-2061-00		\$ 2.19	\$ 0.11	\$ 2.08
Officer Safety Equipment - Sheriff (SHF)	ZOS4	0933000-000-000-2061-00		\$ 111.31	\$ 5.57	\$ 105.74
Officer Safety Equipment - DPS (DPS)	ZOS5	0934000-000-000-2061-00		\$ 576.54	\$ 28.83	\$ 547.71
Officer Safety Equipment - MVD/ADOT (MVD)	ZOS6	0935000-000-000-2061-00		\$ 4.00	\$ 0.20	\$ 3.80
Officer Safety Equipment - Game and Fish (GF)	ZOS7	0936000-000-000-2061-00		\$ 17.53	\$ 0.88	\$ 16.65
Officer Safety - Registrar of Contractors (ROC)	ZOS8			\$ -	\$ -	\$ -
Officer Safety Equipment - Animal Control (AC)	ZOS10			\$ -	\$ -	\$ -
Officer Safety - Tonto Apache Police (TAR)	ZOS15	0950000-000-000-2061-00		\$ 4.35	\$ 0.22	\$ 4.13
Officer Safety - Department of Agriculture	ZOS17			\$ 1.06	\$ 0.05	\$ 1.01
Overpayment Forfeited	ZOVF	1005000-314-000-3510-10	X105-4831	\$ 5.75	\$ 0.29	\$ 5.46
Adult Probation Fee	ZPBA	4042000-335-000-3405-30	X25001335-4835	\$ -	\$ -	\$ -
Probation Surcharge 2006 (\$10.00)	ZPRS6	0871000-000-000-2061-00	T871-2061	\$ 34.20	\$ 1.71	\$ 32.49
Probation Surcharge 2009 (\$20.00)	ZPRS9	0871000-000-000-2061-00	T871-2061	\$ 3,658.23	\$ 182.91	\$ 3,475.32
Probation Surcharge \$5.00	ZPRSU	0871000-000-000-2061-00	T871-2061	\$ 21.51	\$ 1.08	\$ 20.43
Public Safety Equipment	ZPSEF	0912000-000-000-2061-00	T912-2061	\$ 1,000.00	\$ 50.00	\$ 950.00
Reimbursement to County Attorney 60%	ZREIM	3544000-301-000-3400-11	X18201301004777	\$ 1,248.17	\$ -	\$ 1,248.17
Reimbursement to Superior Court 40%	ZREIM	4574000-333-000-3400-16	X226333004864	\$ 832.11	\$ -	\$ 832.11
Security Enhancement Fee (Local)	ZSECE			\$ -	\$ -	\$ -
Technical Registration Fund (\$15 Drug Offenses)	ZTECH			\$ -	\$ -	\$ -
Warrant Fee (Local)	ZWAR	1005000-314-000-3510-10	X105-4831	\$ 640.00	\$ 32.00	\$ 608.00
AZ Native Plant Fund	ZANP		STATE	\$ -	\$ -	\$ -
Child Passenger Restraint	ZCPRF		STATE	\$ -	\$ -	\$ -
Drug and Gang Enforcement Fines	ZDECJ		STATE	\$ 720.67	\$ 36.03	\$ 684.64
DUI Abatement	ZDUIA		STATE	\$ -	\$ -	\$ -
Domestic Violence Shelter Fund	ZDVSF		STATE	\$ -	\$ -	\$ -
FARE Special Collection Fee 19%	ZFAR1		STATE	\$ 981.07	\$ -	\$ 981.07
FARE Delinquency Fee \$35.00	ZFAR2		STATE	\$ 624.21	\$ -	\$ 624.21
Game and Fish - Wildlife	ZGF		STATE	\$ 57.06	\$ 2.85	\$ 54.21
HURF 1 28-5438, 2533C	ZHRF1		STATE	\$ -	\$ -	\$ -
HURF 3 28-5433C, 4139	ZHRF3		STATE	\$ -	\$ -	\$ -
HURF - to DPS	ZHRFD		STATE	\$ -	\$ -	\$ -
Prison Construction Fund	ZPCOF		STATE	\$ 2,809.50	\$ 140.48	\$ 2,669.02
Registrar of Contractors	ZRCA		STATE	\$ -	\$ -	\$ -
State Highway Fund	ZSHWY		STATE	\$ -	\$ -	\$ -
State Highway Work Zone Fund	ZSHWZ		STATE	\$ -	\$ -	\$ -
Display Suspended Plates (DPS)	ZSLPD		STATE	\$ 172.33	\$ 8.62	\$ 163.71
State Photo Enforcement Base Fine	ZSPBF		STATE	\$ -	\$ -	\$ -
State Photo Enforcement Clean Election Surcharge	ZSPCE		STATE	\$ -	\$ -	\$ -
Bad Check Program - County Attorney	ZBAD		COUNTY ATTY	\$ 54.00	\$ -	\$ 54.00
HURF - to Sheriff's Office 28-5533G	ZHRFS		SHERIFF	\$ -	\$ -	\$ -
Display Suspended Plates (Sheriff's Office)	ZSLPS		SHERIFF	\$ 26.94	\$ 1.35	\$ 25.59
HURF - to City Police	ZHRFC		CITY POLICE	\$ -	\$ -	\$ -
Display Suspended Plates (City Police)	ZSLPC		CITY POLICE	\$ -	\$ -	\$ -
TOTALS				\$ 44,915.45	\$ 1,909.84	\$ 43,005.61
				TOTAL ADJUSTED BALANCE VERIFICATION		\$ 43,005.61

DATE	CHECK NO.	AMOUNT	MONTHLY REMITTANCE TO:
10/2/12	4719	\$ 39,659.00	GILA COUNTY TREASURER
	4720	\$ 5,176.86	ARIZONA STATE TREASURER
	4721	\$ 54.00	GILA COUNTY BAD CHECK PROGRAM
	4723	\$ 25.59	SHERIFF SUSPENDED PLATES AND HURF
		\$ -	CITY POLICE SUSPENDED PLATES AND HURF
		\$ 44,915.45	TOTAL DISTRIBUTIONS THIS MONTH

I, DOROTHY A. LITTLE, Gila County Justice of the Peace, do hereby certify this is a true and correct copy of the funds collected by Payson Justice Court for SEPTEMBER, 2012.

DOROTHY A. LITTLE
Gila County Justice of the Peace

LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

Page 1 Processing

Court ID: 404

County: PAYSON REGIONAL JUSTICE COURT Report Month/Year: September 2012

CRIMINAL TRAFFIC				
	D.U.I. (a)	Serious* Violations (b)	All Other Violations (c)	TOTAL (d)
Pending 1st of Month	81	3	151	235
Filed	26	2	12	40
Transferred In	0	0	0	0
SUBTOTAL	107	5	163	275
Transferred Out	0	0	0	0
Other Terminations	19	1	17	37
TOTAL TERMINATIONS	19	1	17	37
Statistical Correction	0	0	0	0
Pending End of Month	88	4	146	238

*A.R.S. 28-661 (if misdemeanor), -662,-663,-664,-665,-693,-708. See Instructions.

TRAFFIC FAILURE TO APPEAR**								
Pending 1st of Month	Filed	Trans In	SUB- TOTAL	Trans Out	Other Term.	TOTAL TERM.	Stat. Corr.	Pending End of Month
177	1	0	178	0	0	0	0	178

****READ:** These are FORMAL FTA FILINGS AND DISPOSITIONS CHARGING ANOTHER CRIMINAL OFFENSE, not bench warrants for failure to appear. FTA filings should also have original traffic complaint recorded in the CRIMINAL TRAFFIC SECTION above until that traffic filing has been terminated. Issuing a bench warrant or an FTA does not terminate the traffic filing.

Criminal Traffic/FTA Court Trials Held: **0** Criminal Traffic/FTA Jury Trials Held: **0**

CIVIL TRAFFIC									
Pending 1st of Month	Filed	Trans In	SUB- TOTAL	Trans Out	Default Judg- ment	Other Term.	TOTAL TERM.	Stat. Corr.	Pending End of Month
922	221	0	1,143	0	18	238	256	0	887

Civil Traffic Hearings Held: **1**

VIOLATIONS OF A.R.S. 28-702.01 AND 28-702.04 (Part of Civil Traffic Above)					
Filed	70	Trans In	0	TOTAL	70

LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

Court ID: 404

Page 2 Processing

County: PAYSON REGIONAL JUSTICE COURT

Report Month/Year: September 2012

MISDEMEANOR									
Pending 1st of Month (a)	Filed (b)	Trans In (c)	SUB TOTAL (d)	Tran Out (e)	Other Term (f)	TOTAL TERM (g)	Stat. Corr. (h)	Pending End of Month (j)	
Misdemeanor (Non-Traffic)	573	72	0	645	0	102	102	0	543
Failure to Appear (Non-Traffic)	60	0	0	60	0	9	9	0	51
TOTAL	633	72	0	705	0	111	111	0	594

TRIALS HELD

Misdemeanor Court/FTA Trials Held: **1** Misdemeanor/FTA Jury Trials Held: **0**

FELONY

Pending 1st of Month (a)	Filed (b)	Trans In (c)	SUB TOTAL (d)	Trans Out (e)	Other Term (f)	TOTAL TERM (g)	Stat. Corr. (h)	Pending End of Month (j)
33	2	0	35	0	2	2	0	33

Felony Preliminary Hearings Held: **0** Felony, Misdemeanor, Criminal Traffic Initial: Appearances: **129**

LOCAL NON-CRIMINAL ORDINANCES

	Pending 1st of Month	Filed	SUB-TOTAL	Terminated	Stat. Corr.	Pending End of Month
Parking	0	0	0	0	0	0
Non-Parking	0	0	0	0	0	0
TOTAL	0	0	0	0	0	0

LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

Page 3 Processing

Court ID: 404

County: PAYSON REGIONAL JUSTICE COURT Report Month/Year: September 2012

CIVIL COMPLAINTS				
	Small Claims	Forcible Detainer	Other Civil	TOTAL
	(a)	(b)	(c)	(d)
Pending 1st of Month	64	17	244	325
Filed	6	2	26	34
Transferred In	0	0	0	0
SUBTOTAL	70	19	270	359
Transferred Out	0	0	0	0
Other Terminations	4	2	27	33
TOTAL TERMINATIONS	4	2	27	33
Statistical Correction	0	0	0	0
Pending End of Month	66	17	243	326

Small Claims Hearings Held/Defaults: 1 Civil Court Trials Held: 2

Small Claims Hearings Held/Defaults Before Volunteer Hearing Officer: 0 Civil Jury Trials Held: 0

DOMESTIC VIOLENCE/HARASSMENT PETITIONS				
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	Filed	Order Issued	Petition Denied	TOTAL TERM.
Domestic Violence	19	19	0	19
Harassment	10	7	2	9

HEARINGS HELD TO REVOKE OR MODIFY ORDER OF PROTECTION INJUNCTION AGAINST HARASSMENT			
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Order of Protection: 5 Injunction Against: 5

SPECIAL PROCEEDINGS/ACTIVITIES			
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Peace Bond Complaints Filed: 0 Fugitive Complaints Filed: 1

Juvenile Hearings Held: 0 Search Warrants Issued: 13

LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

Page 4 Processing

Court ID: 404

County: PAYSON REGIONAL JUSTICE COURT

Report

Month/Year: September 2012

WARRANTS OUTSTANDING

TRAFFIC WARRANTS OUTSTANDING

D.U.I.	148
Serious Violations	9
All Other Violations	494
TRAFFIC TOTAL	651

CRIMINAL WARRANTS OUTSTANDING

Felony	130
Misdemeanor	737
CRIMINAL TOTAL	867

MAIL BY THE 20TH WORKING DAY OF MONTH:

Arizona Supreme Court
Administrative Office of the Courts
1501 W. Washington St., Suite 410
Phoenix, AZ 85007-3327

ATTN: Research/Statistics Unit
(602) 542-9376


Signature of the Judge/Magistrate (or designee)


Name of Preparer


Date of Preparation

ARF-1536

Consent Agenda Item 4- N

Regular BOS Meeting

Meeting Date: 11/13/2012

Reporting Period: September 25, 2012, October 9, 2012, and October 16, 2012, BOS Meeting Minutes

Submitted For: Marilyn Brewer,
Deputy Clerk,
BOS

Submitted By: Marilyn Brewer, Deputy Clerk, BOS,
Clerk of the Board of Supervisors

Information

Subject

September 25, 2012, October 9, 2012, and October 16, 2012, BOS Meeting Minutes

Suggested Motion

Approval of the September 25, 2012, October 9, 2012, and October 16, 2012, BOS meeting minutes.

Attachments

[BOS 09-25-12 Meeting Minutes](#)

[BOS 10-09-12 Meeting Minutes](#)

[BOS 10-16-12 Meeting Minutes](#)

**BOARD OF SUPERVISORS MINUTES
GILA COUNTY, ARIZONA**

Date: September 25, 2012

TOMMIE C. MARTIN
Chairman

JOHN F. NELSON
Clerk of the Board

SHIRLEY L. DAWSON
Vice-Chairman

By: Marilyn Brewer
Deputy Clerk

MICHAEL A. PASTOR
Member

Gila County Courthouse
Globe, Arizona

PRESENT: Tommie C. Martin, Chairman (via ITV conferencing); Shirley L. Dawson, Vice-Chairman; Michael A. Pastor, Supervisor; Don McDaniel, Jr., County Manager; John Nelson, Deputy County Manager/Clerk; and Marian Sheppard, Chief Deputy Clerk. No attorney was present.

1. Call to Order – Pledge of Allegiance

The Gila County Board of Supervisors met in a work session at 10:00 a.m. this date in the Board of Supervisors hearing room. Michael Pastor led the Pledge of Allegiance.

2. Information/Discussion on the Arizona Public Service Energy Services Company, Inc.'s Energy Audit Report.

Steve Stratton, Public Works Division Director, stated that on April 5, 2011, the Board of Supervisors approved a Professional Services Agreement with Arizona Public Service Energy Services Company, Inc. (APSESC), now known as Ameresco, to perform an energy audit on all of the County's facilities. Mr. Stratton advised that Leonard Byrd, Senior Account Executive for Ameresco, would be giving the Board a presentation on the findings of that audit. He stated that at the time of approval, the Board was provided with 2 options after reviewing the audit—the County could go ahead and make the investment to do all of the upgrades suggested in the audit or the County could decline the suggestions, but would have to pay for the audit itself, which would still be a good working tool. Mr. Stratton stated that he understood the Board would not be making a decision on this at today's work session; however, at a future regular Board meeting he would present an agenda item for action. He noted that one of the contractors in the audit is no longer in business so if the Board does decide to go forward with this project, then Mr. Byrd will have to get another bid from another contractor. He then called on Mr. Byrd. Mr. Byrd advised the Board that originally the approved study was to be done by APSESC (a sister company to APS Utility) until August 2011 when it was sold

as a complete entity to Ameresco, which is a large nationwide energy services company compared to a local regional one. Mr. Byrd then gave a PowerPoint presentation entitled “Gila County Investment Grade Audit.” The Globe facilities that were of substantial square footage that were included in the audit are as follows: the Courthouse, Sheriff’s Office and Jail, Women’s Dormitory, Juvenile Detention Center, Guerrero Complex, Central Heights Complex, Fairgrounds (Exhibit Hall only), New Operations Facility and the Michaelson Building. The Payson facilities included the Payson complex, the Roosevelt substation, Sheriff’s Office, Public Works and Transportation. A utilities chart for 2010/2011 showed that the County expended approximately \$777,353 per year for electricity, natural gas, water and operations and maintenance. According to Ameresco’s audit, the targeted reduction based on experience with other facilities in the area would be an approximate 19% decrease in utility costs. However, Mr. Byrd explained that since the audit report was completed, some issues have arisen causing his company to have to reevaluate a few areas. Those included the loss of the contractor due to the economy and in July there was a change in Arizona law that will now reduce some of the savings that were going to be used to offset the cost of the project. The whole objective of this project was to completely fund itself in savings so there would be no capital outlay by the County. However, now the method that was allowed by state law to utilize the maintenance savings or the avoided capital savings has been restricted to energy only, so the operational benefits of replacing a unit that is at the end of its useful life can no longer be claimed. Unfortunately the report being reviewed by the Board was based on those savings. Mr. Byrd then reviewed the proposed features and benefits of the project and stated that the original objective was to save approximately \$151,000 a year on energy savings capital upgrade; however, that number is going to be less than projected. He anticipated having solid answers for the Board today; however, that has proven to be quite a challenge. He also noted that by state law, the resulting savings from the project have to be guaranteed so that the County can make the payments that would be required to fund the project, so if those savings are not realized Ameresco would have to make up the difference on an annual basis. Mr. Byrd wanted the Board to understand that under no circumstances would the County have to put out any money from its capital budget for this project. He continued to explain that the overall measures that are contemplated under the audit include temperature control, system upgrades, lighting retrofits across virtually all County buildings, some older HVAC air conditioning & boiler equipment upgrades, economizer retrofits that utilize outdoor air when the outdoor air is conducive to utilizing it for free as compared to mechanically conditioning the air, water conservation, programmable thermostats and environmental benefits that go along with this project—reduced greenhouse gases, etc. Mr. Byrd then reviewed a chart showing the energy conservation matrix, which was an overall measure list of items to be addressed on a facility by facility basis. He further explained that unfortunately those measures will fall short because they will not meet the state funding requirements to pay for themselves within a 15-year time period. The next item reviewed was lighting retrofit, which would be a change in the

aged lighting equipment to the new T-8 technology that is a lot more energy efficient with a savings of 60-70% in conjunction with the use of reflectors. Mr. Byrd also reviewed proposed HVAC replacements as well as direct digital controls for cooling and heating. While reviewing a graph on performance contracting cash flow, Mr. Byrd explained that the objective of the project is to effectively use the savings that are gained by doing the project to pay for the financing required to do so. He noted that right now finance rates are as low as they have ever been so it's a good investment time to maximize the projects that should be done to improve the County's infrastructure at a time when capital doesn't have to be invested. Instead of spending money on utilities, the County would be investing in its own facilities. Once the financed project has been paid, then the total amount of savings would come back to the County's facilities with the typical life cycle of the equipment at a 25-year useful life. Additional program benefits would be that all improvements would be fully funded by guaranteed reductions in utility costs with no capital costs for new equipment; reduced maintenance and repair costs during equipment warranty; and project savings targets are based on 2010/2011 utility costs with a 3% annual escalation based on historical consumer price index data 20-year average. He also noted that the present Arizona Public Service request for a 15% electric rate increase is not included in this current cost reduction. Mr. Byrd concluded his presentation with the environmental benefits of the project by the reduction of pollutants. Mr. Stratton stated that Mr. Byrd had requested to delay his presentation until the appropriate updated numbers could be put together, but he felt like it had been long enough since the approval of the audit and needed to be presented to the Board. Each Board member thanked Mr. Byrd for his presentation. Mr. Byrd stated that he would be updating this actual report and in doing so he was stretching to have the savings cover as many infrastructure improvement projects as possible. Due to the change in Arizona law, he emphasized that some of the projects will have to be cut. He advised that the data for those projects will still be available to the County; however, in order to make them happen since those projects won't fit within the 15-year limitation under the new state law, his company could still work with the County to assist and help the County get through a solution, but it would have to be handled through the normal contracting process. No action was taken by the Board.

3. Information/Discussion regarding funding changes to the immunization program to necessitate the development of a private vaccine program for the underinsured and insured pediatric population.

Michael O'Driscoll, Health and Emergency Services Division Director, stated that several months ago the Arizona Department of Health Services (ADHS) notified all of the local health departments that the federal government, in particular, the Center for Disease Control (CDC), was going to make some changes to the Vaccine for Children (VFC) program. The VFC program is basically a program where the County receives a certain amount of vaccines, which the County provides for children. Over the years, the local health

departments haven't verified whether those children were insured, underinsured or not insured. The CDC has changed its definition and is going to be requiring the vaccine only for uninsured and underinsured children, which means that all local health departments have to come up with ways to make sure that the insured children get their vaccinations. This is a big change in the definition and the health departments are scrambling with ways on how to keep up with the vaccination rates to prevent illness as well as fund the program. He stated that JenDean Sartain, Deputy Director of Health Services, who is in charge of the County's vaccination program, would provide more details to the Board. Ms. Sartain stated that the VFC program will continue to provide vaccines for the following children: children that are not insured, AHCCCS (Arizona Health Care Cost Containment System) population children that are insured with AHCCCS, all Native American and Native Alaskan children, and children who are on Kids Care, a program which AHCCCS took away and has now reinstated to a certain extent. The children that will be affected are the children that are underinsured and insured. Underinsured children are children that have insurance and might be covered for some vaccines, but not all. Children with deductibles and co-payments are considered to be insured, not underinsured. Children who are underinsured for selected vaccines are VFC eligible for the non-covered vaccines only. Underinsured children are eligible to receive vaccines through the federally qualified health centers, rural health clinics and county health depts. She advised that the Gila County Health Department is approved for deputization and will be working to renew that deputization in January when it expires. The new changes will only affect the children that are insured and underinsured. Upon inquiry from Supervisor Pastor as to how many children are included in the insured and underinsured, Ms. Sartain stated that the 2011 figures show about 1,500 children; however, that number fluctuates. Chairman Martin inquired as to the number of vaccinations per each child and Ms. Sartain advised that each child receives approximately 7 vaccinations by age 11. Ms. Sartain stated that in preparing for this change, the County has asked to meet with all local physicians, both in Globe and Payson, to see what they are going to do with their vaccine programs as they are also affected by this change. There are only 3 providers in the Globe-Miami area that provide vaccines and 4 providers in Payson. The Payson offices are probably going to continue to provide vaccinations, but the doctors in the Globe-Miami area haven't really made a commitment yet; however, some are leaning toward no longer providing them as they are presently referring a lot of their clients to the County. Ms. Sartain stated that it is really important that the County look at how to develop a program to provide vaccines in the most cost-effective manner to the underinsured and insured population. She advised that initially the County is going to have to ask for payment because it is in the process of signing up with insurance companies to become providers. The County is looking at a third party billing company to bill the insurance companies for the County, but it is a very complicated system. The County currently has pending contracts with 2 of the largest insurance companies in the County and once those are on line, then the County can continue to work out the rest of the details. The County

also has a third party biller that does the County's AHCCCS billing and it is being reviewed if those services could be expanded or if the County will go with another company for these new billing services. Supervisor Pastor inquired whether the dependent children under the current health policy for County employees are considered insured or underinsured. Ms. Sartain stated that she has not been able to get that information from the County's provider, Blue Cross Blue Shield, because each individual plan in the Blue Cross umbrella has different coverage—Plan A could have one coverage for vaccinations and Plan B could be completely different—and probably 95% of the population countywide, not just employees, have no idea if their insurance covers vaccinations. Chairman Martin inquired as to the number of children who are vaccinated in the County that would not fall under the 3 categories that will continue to be serviced. Ms. Sartain did not have that information with her, but would provide those figures at a later time. Supervisor Pastor inquired about the fees that will be charged to cover the cost of providing these vaccines. Mr. O'Driscoll stated that is another complicated answer because it depends on the makers of the vaccine of which there are 3 companies and each one charges a different price. He believes that by having a third party billing system, it will lessen the administrative burden upon the County. The County would be able to set up a system in the County Health Department allowing staff to go directly online to the insurance companies and verify the insurance plan of each patient. Even though each insurance plan varies from person to person, the County would have one central location to verify the information in order to bill the insurance company to obtain reimbursement of its cost. He added that on top of that cost the County would have to pay an approximate cost of 7-9% to pay the third party billing company of which that cost will be added to the overall costs of the vaccine. He also added that the cost for the vaccine fluctuates from month to month. To add additional complication, the County will have to set up a system for inventory control to ensure that the vaccines are refrigerated properly and don't expire. If the vaccines expired, the County would have to absorb that cost. Mr. O'Driscoll stated "It's truly kind of turning our Health Department into a doctor's office in a lot of respects." Supervisor Pastor inquired if the County has some of these processes already in place for the vaccines that the County is currently handling. Mr. O'Driscoll replied that, in fact, the County does have some processes in place. Approximately 6 months ago the County went to a third party billing system called TAPI (The Arizona Partnership for Immunizations) for AHCCCS billing and is starting to see some reimbursement that way. Along with that process the County implemented some data collection that the third party billing system will require the County to do. At the time the County switches over to a third party billing system, if that's the chosen route, then County staff will be ready, provided they receive a lot of training. Supervisor Pastor inquired about what would be the benefit or the value that it adds to the County to do this in relation to the underinsured and the insured going to a doctor's office or if this is another of way of shifting costs to the County? Vice-Chairman Dawson added that the Gila County Health Department ranks the lowest in the state of Arizona as far as disease prevention. She said, "If the County doesn't see to it

for the service of vaccinations, that's just the basic thing that we are going into foreign countries and providing, but apparently now you're telling me that new regulations here are making it so it's going to be more difficult in our country to provide them." Mr. O'Driscoll stated, "Yes, per the CDC that's correct." Chairman Martin repeated Supervisor Pastor's question, "Why are we providing this service if they can go to a doctor's office and get charged the same? I mean they are not getting a break coming to us, is my understanding what you all are saying. We'll be charging the same as the doctor's office. What is the advantage? I'm with Mike, of coming to us versus a doctor's office because it's going to set up a whole bunch of governmentium for us that we haven't had to do before and do we want to wade off into that? We still have the uninsured, AHCCCS and Native Americans that we would be dealing with. Are we sure we want to take on the underinsured and why?" Mr. McDaniel replied, "In simplest terms this is another unfunded mandate from, in this case, not the state but from the feds. They have been funding this for years and now they suddenly decided their budget or for whatever reason doesn't allow it, so it does come down to a decision by Gila County as to whether or not we feel we can fund this program going forward because it will cost money to provide a vaccine that has been paid for by the feds in the past. So that's part of the decision here and I think in Gila County we have some real high expectations here with regard to providing this kind of service to the public free because I think Michael and JenDean will tell us not only are there children that have been taking advantage of this service, but we've been providing free vaccines to adults as well. I think we have a lot more work to do with regard to planning out what the cost benefit to the County is clearly by a health point of view. Both Michael and JenDean will tell us that this is a must. They may be right with regard to preventing future diseases, but now there are regular costs involved and we have to look at it from that point of view as well. So I think we have some more work. The reason it's on the agenda today specifically is because October 1st is literally right around the corner and we wanted the public to be aware that going forward vaccines are not going to be available free and somehow they are going to be charged and provided in another manner." Vice-Chairman Dawson stated, "This gets to be such a ball game. You can't send your kids to public school if they are not vaccinated. If mom and dad are both working, even if it's a minimal pay position, they can't get off work to take them...I don't know where the philosophy is or where we draw the line and say too bad and then we have a polio epidemic or something else come back amongst us. We have to vaccinate these people." Supervisor Pastor stated, "I just want to make sure that if we do provide it, fine, and if we do charge a fee that's fine, too, as long as it's realistic and we're not trying to compete with doctors or we're not trying to eliminate the people from getting the services because you can't go to school without the shots and we don't need a bunch of kids on the streets not going to school because they couldn't get shots." At this time, Ms. Sartain was able to provide the Board with figures that were requested earlier as follows: For the AHCCCS population in 2011 the County saw 1,180 children; for the uninsured the County saw about 561 children; and for the Native American and Native Alaskan population, 156 children were

seen. Those figures are for the entire County. She added that what the Board needs to think about in reviewing this program is that if there are a lot of private providers who do not provide vaccine and if the County doesn't provide the vaccine, where will these families go? She noted that everybody across the country has the same issue. This is not changing if it's a private provider or a county health department or a federally qualified health center or rural health center. The County will have to charge certain populations for some of their vaccines. Ms. Sartain emphasized that it's very important that the County look at how it can best vaccinate these children in the most cost effective way. Contact has been made with all of the vaccine companies, a County plan has been worked up as far as being able to offer certain vaccines and get the best price. It will be a trial and error method for a little while just to see what the County's volume will be, but it will be managed so that the County is not wasting money. The County's goal is to provide the vaccine for the best cost it can to the public until the County can start billing the insurance companies because the County can't afford to have its immunization rates go down. She noted that currently the County's immunization rates are really quite good at around 71-77% of the childhood population. Supervisor Pastor inquired if this change is a result of President Obama's Affordable Health Care Act. Ms. Sartain replied that it was a result of the Act and the County anticipates that this change will occur possibly for a year and then as the Affordable Health Care Act takes effect, if it takes effect and is not challenged, there will be more insurance coverage so people will not be paying out of pocket for their vaccine. Chairman Martin stated that she will be interested in knowing the cost to the County of providing these vaccinations to the 1,500-2,000 children and inquired if there would be an advantage of partnering with other counties. She stated, "In some way if we do decide to go on with this and that's going to be a big decision before it's over with, is that whole conversation about what does it cost, can we afford it and how much do we take on, on the unfunded mandate?... I just see getting this started and it could be far more expensive than we think it is and I would like to look at those outside parameters too – the most expensive it could be and what's the least before we go on just assuming we're going to go on with this." Ms. Sartain stated that at this point every county/public health department in the nation is looking at the same issue. The County is currently part of a purchasing group, but it is not allowed to partner with a doctor's office because the County is getting a discounted price because it is a county. Mr. O'Driscoll stated that he has been in contact with all of the other counties in Arizona, especially some of the rural counties, and they are all in the same boat. Some of the counties have already gone through several different third-party billing companies in the last 2-3 years and have found them to be inefficient and have not lived up to expectations. He stated that in meeting with other health officers around the state, County staff is looking at a few companies have been identified as working very well. He concluded by stating, "It's going to be a trial and error situation, but I am very confident that our staff currently is very capable of moving to a third party billing system and with some of the processes already in place, no matter which way we go, we'll hopefully be able to make this work

for the County residents as well as us.” Jerry Ellison, a reporter for KQSS Radio, inquired about how many different vaccines the County is contemplating and the process for selecting them. Ms. Sartain stated that there are essentially 9 vaccines that are required for school attendance that come in a variety of packages. The County is looking at 10 packages of a combination of vaccines for school and then there are also 6 vaccines that are not required for school, but are proven to be very effective vaccines at the CDC that the County would offer as alternatives. Chairman Martin thanked Mr. O’Driscoll and Ms. Sartain for the presentation and requested that the Board be kept apprised on this issue.

4. Information/Discussion/Action to formulate Gila County’s list of issues/priorities to be presented at the County Supervisors Association (CSA) annual summit on October 1-3 in Sierra Vista to be considered by Arizona’s county supervisors for inclusion in CSA’s 2013 Legislative Agenda.

John Nelson, Deputy County Manager/Clerk, provided a presentation to the Board listing the priorities to be discussed at the CSA Legislative Summit. The outcome of that summit will be CSA’s legislative agenda for this year’s upcoming fiscal year. The vote to determine which items will appear on CSA’s legislative agenda will require a 2/3 vote all of supervisors; it will not be county by county voting, but rather a vote by each supervisor. He encouraged each member of the Board that would not be attending the Summit to send in their proxy for voting.

Mr. Nelson noted that the first items he would be discussing are not on the list of proposals for this year, but rather a briefing from last year, as follows:

County Budget Impacts from FY 2011/2012: A) A shift of Highway User Revenue Funds (HURF) to the Arizona Department of Public Safety (DPS). The HURF is distributed down to state highways, cities, towns, and counties. Of the \$120 million shift, the hit to counties was \$20 million and Mr. Nelson believes this will be another key issue again this year at the state legislature. B) Another shift was a 50% shift of costs for sexually violent prisoners that have to be confined in the Arizona State Hospital. The state used to pay 100% of the cost and it is now charging 50% to the counties. C) 100% rural Restoration to Competency (RTC) costs at the Arizona State Hospital. This began in FY2010 at a cost to Gila County of \$383,812. Since that time, Gila County has moved its RTC to Yavapai County because the Arizona State Hospital was charging \$671 per day and currently Yavapai County is charging Gila County \$350 for the first day and \$250 for every day thereafter. Mr. Nelson believes this item needs to continue to be discussed. D) The state’s share of the Justice of the Peace salaries was reduced from 38.5% to 19.25%. E) Maricopa County was required to fund 100% of its Superior Court judges. F) FY2011 County Transfers was about the state of Arizona dipping into the large counties and taking money, which was defeated last year and is no longer

in effect. G) In addition to the state shifting funds to DPS, it was also shifting funds to the Motor Vehicle Division, which is no longer in effect. H) The prisoner shift to the counties was a big issue last year; however, it did not occur. Mr. Nelson noted that F, G & H were the big accomplishments by CSA to get defeated.

Money Issues: A) Comparison of Tax Rate Effect of FY2011 County Transfer to Loss of State Lottery Funding: Mr. Nelson stated that he believes a group of small counties need to demand that the share of lottery funds coming back to counties needs to be a number 1 priority for all of CSA. He reviewed the various amounts of lottery funds lost by the counties with the loss to Gila County being \$550,000 with the effect on the County's tax rate of 9.7 cents. B) County Assistance Fund: Mr. Nelson also recommended that the County Assistance Fund become one of CSA's top priorities. C) Loss of HURF: Mr. Nelson noted that the loss of HURF money is greatly affecting Gila County. Since 2009, the state has been taking \$120 million from the counties' HURF funds to fund DPS. Lima & Associates conducted a study of what it should cost each county to maintain their roads in accordance with each county's roadway standards, which shows that all rural counties are now on a deferred maintenance situation. He noted that Gila County doesn't have sufficient money to maintain its roads at the standards they need to be maintained and they are deteriorating. Depending on how bad the roads get before they start being maintained can cost 4 to 12 times more on a deferred maintenance basis versus steady maintenance. Since 2009, the state has actually withheld \$1.346 million from Gila County, but when that's deferring the County's maintenance of its roads, it's actually costing the County \$8 million. The County cannot continue to let its roads deteriorate to such a condition that it cannot afford to bring them back up to County standards. He encouraged the Board to address the County Assistance Fund before tackling HURF, although HURF is a critical issue for Gila County. Vice-Chairman Dawson commented that she blames the lack of federal highway funding for Arizona on the U.S. senators from Arizona who lack leadership in bringing those funds to Arizona. Vice-Chairman Dawson also stated that the DPS union is powerful and she believes the state should be funding the program for its state DPS and that CSA should start pushing the issue. Chairman Martin agreed and stated that it's going to get worse without government earmarks because with no new earmarks, the federal government is going to lump some money into Arizona and then the Arizona Department of Transportation (ADOT) will decide where the funds will go, which will be for the Sun Corridor from Prescott to Tucson, and the smaller counties will get even less money.

Mr. Nelson then moved to the CSA issues that will be discussed at the CSA Legislative Summit in the order they were presented, as follows:

1) Convenience Fees & Credit/Debit Cards: Mohave County has requested legislation for convenience fees for credit and debit cards. Currently if a person is using the internet or telephone to pay a county bill or fine, a county

may charge a user fee; however, if it's a face to face transaction paid by a credit or debit card, a county cannot charge a user fee. Mr. Nelson noted that the Banking Association has stated that there might be some violations with the new Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, which continues to be reviewed. Assuming it does not violate Dodd-Frank, Mr. Nelson recommended that this be supported.

2) County Highways: Mohave County submitted this bill; however, it was on behalf of the Arizona County Engineers Association. For a number of years the statutes have been reviewed with rewrites of small sections here and there as it relates to highways, county highways and maintenance. This is more of a cleanup of the language to make sure all the terms and definitions match. Mr. Nelson noted that this has been reviewed by Mr. Stratton, who recommends that this bill be supported.

3) Fire Code Repeal: This bill was submitted by Yuma County. The board of supervisors can adopt fire codes for those residents living in unincorporated areas that do not have fire districts, but according to statutes, once the code is set, it cannot be changed until a fire district is formed or the county gets authority to repeal or modify it. Mr. Nelson stated that it seems kind of unusual that the Board can set it, but then it's frozen in time forever unless the board gets the authority to repeal or modify it. Mr. Nelson recommended that this repeal be supported.

4) Protecting Private E-mail Addresses: This was submitted by Yuma County. When a person requests public county information, documents, email that come to county supervisors or county staff, the question is if that private email address can be redacted or not. Currently Yuma County is saying it cannot be redacted. CSA has reviewed this with the Arizona Ombudsman's Office and the Arizona Newspaper Association. There are a lot of different opinions on this and although Mr. Nelson did not have a sure recommendation, he believes it will be an issue that draws a lot of controversy.

5) County Road Abandonment by Public Vote: This bill was submitted by Cochise County. For a county to abandon a road, it takes a majority of the property owners abutting the roadway to approve the board of supervisors' decision to abandon it. This legislation would require public input, but would not require a majority vote of the abutting property owners. Mr. Nelson did not have a recommendation, but left it to how each Board member felt on this issue.

6) County Primitive Roads: This bill was submitted by Cochise County. This would expand the universe of road systems that are eligible to be brought into the county roadway system and expand the number of roads that are eligible to be declared as "primitive" by a county board of supervisors to include those opened prior to 1990 (from 1985.). This item was not addressed by Mr. Nelson.

7) Cannabis is Not a Crop: This bill was submitted by Yavapai County. This would ensure that cannabis is not classified as general agricultural, which would be outside of county zoning. This would allow counties to zone where cannabis could or could not be grown. Mr. Nelson stated that he reviewed this with Bob Gould, Community Development Division Director, this morning and he was supporting it as far as a proper zoning application.

8) Utilities in the County Rights-of-Way: This bill was submitted by Pinal County. At present, counties can only charge telecommunications companies franchise fees and fees for using county right-of-ways. This would open it up so that counties could charge utility companies franchise fees and charge fees for using county right-of-ways. Mr. Nelson stated that utilities in our roadways are a major factor, a significant cost and counties should have the ability to charge utility companies a franchise fee and to also charge for using county right-of-ways in order to recover at least a portion of the county's costs. He urged the Board to support this issue.

9) Annexations of Rights-of-Way: This was submitted by Pinal County. This would amend annexation processes to permit simple transfers of roadway and rights-of-way by mutual consent, avoiding a technical requirement, property owner's consent and a petition process. Mr. Nelson stated that it's more of a technical correction and he thinks it should be supported.

10) There was no item 10.

11) Child Support Collections: This was submitted by Navajo County. This would restore the ability to use State Shared Retained Earnings as matching funds from the federal level and protect against the state forcing an unfunded collection mandate to the county level. Mr. Nelson did not address this item.

12) County Assistance Fund: This bill was submitted by Navajo County. This would restore County Assistance Fund lottery dollars to their historic level for every county. Mr. Nelson stated that his only problem with this one is that this is a share of lottery revenues that the counties have always received and somehow a number of years ago the state changed the name of these funds from lottery funds to the County Assistance Fund and now the state has determined they can no longer assist counties. The state didn't determine it no longer wanted to share lottery funds with counties, but rather no longer wants to assist them. Mr. Nelson stated, "I think we need to start taking this County Assistance Fund out of our vocabulary and putting "share of state lottery" back in. He recommended the Board's support of this bill.

13) Half-Cent Sales Tax: This bill was submitted by Navajo County. This would increase the current levy authority for the smaller fourteen counties to levy a sales tax from one-half cent per dollar to one-cent per dollar by a unanimous vote of the board of supervisors. Mr. Nelson stated that this would probably go to a vote of the people and it has come up numerous times in

various legislative sessions. One of the cautions has always been if the state of Arizona is continually taking money from counties or giving counties unfunded mandates, if the county had this authority, the Legislature and the governor could always go to the counties and say, "You don't have a financial problem, just go to your voters." It would be nice to have the additional authority, but there's always the other side of the coin that has to be considered. That concluded the initial proposed legislative issues.

Mr. Nelson then advised the Board about the governor putting together a task force to simplify transaction privilege sales tax and changing prime contracting sales tax. Currently for prime contracting construction, it is a point-of-use sales tax. When a building is constructed in Gila County, no matter where the material was purchased, 65% of that contract is considered taxable and that tax is paid to Gila County as a sales tax. What is being considered is going to a point-of-sale so that wherever the materials are purchased gets the sales tax. Mr. Nelson stated that could be a very serious shift of tax revenue for Gila County. Mr. Nelson stated that according to the Arizona Mining Association annual report, of all the local taxes paid from the Arizona copper industry in 2010, Maricopa County got the majority and he doesn't recall any copper mines being located in Maricopa County. He stated that if this proposal does come out, it will mostly likely have a hold harmless clause with it to sell it; however, hold harmless is really not a hold harmless. So Gila County is going to have to fight this tooth and nail. The sales tax Gila County gets from the prime contracting industry, 75% of that will go from Gila County back into Maricopa County.

Mr. Nelson also wanted to address another issue that he's proposing to go forward as a Gila County/Santa Cruz County issue dealing with state aid for community colleges. Currently state aid, not equalization, not workforce investment, just straight operating aid to community colleges goes to community colleges based on FTSE (full time student equivalent). As a community college grows, the added state aid is based on the state average, i.e. Maricopa County. When Gila County and most recently Santa Cruz County went from the county contracting for services to a provisional community college contracting for services, they were counted as new FTSE. In 2012, when Santa Cruz County was contracting for services, state aid they received for FTSE was \$649/FTSE. Now that Santa Cruz County has changed the name to a provisional community college, the state aid for 2013 fell to \$229/FTSE. He stated that it's not a big issue right now--\$346,000 total for Santa Cruz County and \$241,000 coming to Gila County, but it's going to grow more and more every year. Mr. Nelson stated that in his opinion this needs to be addressed right after the elections are over. He proposed that the counties look for a primary sponsor to have this bill drafted. He further proposed that this be brought as a Gila County issue and not rely on the provisional community college to take this on. However, he felt the County should engage the college lobbyist, Mike Gardner, of TriAdvocates. He further recommended holding a meeting with both Mr. Gardner and Knox Kimberly, the managing principal of

TriAdvocates, to see if something could successfully be done. Mr. Nelson noted that he has been in contact with Santa Cruz County and their provisional college and the County will support same.

Mr. Nelson then addressed some new last-minute issues from CSA, as follows:

14) Special Districts Use Fees: This bill was submitted by Yavapai County. It would allow water districts to put a primary lien on properties that do not pay their water fees. Currently if a DWID (domestic water improvement district) has a property tax and they don't pay it, it's becomes a primary lien; if they don't pay their water fees, it becomes a secondary lien. Mr. Nelson stated that he has an issue with this one. There is a reason that property taxes are in first position on a lien and he thinks it needs to be kept that way.

15) Fire District Reorganization: Yavapai County is requesting fire district reorganization--a cleanup of the language. Mr. Nelson didn't have an opinion one way or the other and suggested that the Board listen to Yavapai County's comments at the CSA legislative session.

16) Website Posting for Special Districts: This bill was submitted by Yavapai County requesting that it be mandated that special districts post where their public meetings are going to be held on their website and in other places. Mr. Nelson stated that he didn't see anything wrong with this proposal; however he didn't know why counties are starting to want to meddle with special districts so much.

Other Issues That Have Not Come Through As CSA Proposals: A) Fire Districts and Special Districts: Mr. Nelson stated that Navajo County at a Small County Forum meeting floated the idea of having authority over fire districts and special districts; however, discussions afterward seemed like that's going too far. It has not come through as a CSA proposal yet, but things happen at the last minute, so Mr. Nelson will stand guard. B) There appears to be a law firm or a collection agency that is proposing that there's permissive legislation to allow counties to use collection agencies to collect delinquent property taxes. Mr. Nelson stated that he has reviewed this with the County Treasurer, who is not supporting this. He thinks the Treasurer's Office does a wonderful job of collecting property taxes as Gila County's collections are probably some of the highest in the state. He preferred not to go there at this point in time. That concluded Mr. Nelson's presentation.

Mr. Stratton stated that although he has not read the proposition, relating back to the rate on HURF when Proposition 204 passed the education bill for the one cent sales tax extension, there is also a provision in there that there will be no more rates on HURF. It will eliminate that and there will be a small portion of that tax, approximately 1/10th of one cent that would go to the ADOT board for control of distribution of projects. This was Mr. Stratton's understanding from meeting with the ADOT board members last week, so that

may eliminate the one problem of distributing HURF funds to the Arizona Department of Motor Vehicles and the Arizona Department of Public Safety.

Chairman Martin thanked Mr. Nelson for his presentation and stated that although this was listed as an action item on the agenda, she did not believe the Board needed to take any action. It was noted that John Marcanti, Supervisor Elect for District 3, was invited and would be attending the CSA Legislative Summit. Vice-Chairman Dawson noted that she would be sending her voting proxy if she was unable to attend the summit.

There being no further business to come before the Board of Supervisors, Chairman Martin adjourned the meeting at 12:00 noon.

APPROVED:

Tommie C. Martin, Chairman

ATTEST:

Marian Sheppard, Chief Deputy Clerk

**BOARD OF SUPERVISORS MINUTES
GILA COUNTY, ARIZONA**

Date: October 9, 2012

TOMMIE C. MARTIN
Chairman

JOHN F. NELSON
Clerk of the Board

SHIRLEY L. DAWSON
Vice-Chairman

By: Marilyn Brewer
Deputy Clerk

MICHAEL A. PASTOR
Member

Gila County Courthouse
Globe, Arizona

PRESENT: Tommie C. Martin, Chairman (via ITV conferencing); Shirley L. Dawson, Vice-Chairman; Michael A. Pastor, Supervisor; Don McDaniel, Jr., County Manager; John Nelson, Deputy County Manager/Clerk; Marian Sheppard, Chief Deputy Clerk; and Bryan Chambers, Chief Deputy County Attorney.

Item 1 – Call to Order – Pledge of Allegiance – Invocation

The Gila County Board of Supervisors met in a regular session at 10:00 a.m. this date in the Board of Supervisors hearing room. Shirley Dawson led the Pledge of Allegiance and Reverend Bart Campbell of the Church of Christ in Globe delivered the invocation.

Item 2 – PRESENTATIONS:

2A. Presentation of the Officer of the Quarter award by Daisy Flores, Gila County Attorney, to Sgt. Travis Baxley of the Gila County Sheriff's Office.

Daisy Flores, County Attorney, presented Sgt. Travis Baxley of the Gila County Sheriff's Office with the Officer of the Quarter award and gave a brief summary of his background along with the reasons he was nominated for the award. Sgt. Baxley thanked the Board for the honor of being nominated for this award. Each Board member thanked Sgt. Baxley for his dedicated service to the community.

2B. Public recognition of 1 employee for September's "Spotlight on Employees" Program, as follows: Joe Kline.

Erica Raymond, Human Resources Assistant Sr., presented a gift card as recognition to Joe Cline for September's "Spotlight on Employees" Program. Each Board member thanked Mr. Cline for his dedicated work.

2C. Presentation/Discussion of elections information to aid the public's understanding of basic elections processes and procedures.

Linda Eastlick, Elections Director, stated that she and Sadie Tomerlin, Recorder, wanted to take this opportunity just before the General Election to provide information and some basic understanding of the elections processes including those performed by the office of the Recorder as well as the Elections Department. There is a lot of confusion out there and it is hoped that this will help. She called on Ms. Tomerlin, who began a PowerPoint presentation entitled "Voter Registration 101." Ms. Tomerlin presented information on the following items: Policies and Procedures including Security, Qualifications to Register to Vote, Requirements for Proper Registration, Proof of Citizenship Requirements, the Voter Registration Form, Where to Register to Vote, Voter Identification Card, Causes of Cancellation, Verification of Signatures on Petitions, Early Voting, Early Voter Responsibilities and Responsibilities of the Recorder's Office Regarding Early Ballots, Provisional Ballots, Processes after the Election, Miscellaneous Information and Important Voting Dates. The Board asked various questions during the presentation, which were answered by Ms. Tomerlin. Ms. Eastlick then provided a PowerPoint presentation entitled "Elections 101-Understanding the Process." She presented information on the following items: Responsibilities of the Recorder and the Elections Department, How People Can Vote, Early Voting, How to be Removed from the Permanent Early Voting List, Voting at Polling Places Including Provisional Ballots, Explanation of Conditional Provisional Ballots, Comments About Marking the Ballots, Write-in Candidates, Myths About Voting, Early Ballot Processing, Provisional Ballot Processing, Election Canvass and Important Voting Dates. Ms. Eastlick also provided answers to questions by the Board. Each Board member thanked Ms. Tomerlin and Ms. Eastlick for their enlightening presentations.

ITEM 3 - PUBLIC HEARINGS:

3A. Public Hearing-Information/Discussion/Action to adopt Resolution No. 12-10-02, modifying the Gila County Comprehensive Master Plan by approving Planning and Zoning Case No. CPA-12-01 from Residential to Neighborhood Commercial, an application submitted by Robert VerHeyen, agent for owner J Pak Revocable Living Trust, for Gila County Assessor's Parcel No. 301-21-046 located at 6261 W. Hardscrabble Mesa Drive, Pine, Arizona.

Robert Gould, Community Development Division Director, stated that this is the second time this item has been on the agenda. Previously this item was tabled because in discussions with the County Attorney's Office, it was decided that a new application needed to be done because there was an error related to the Gila County Comprehensive Plan and the zoning being requested. He noted that the original application for the request on the Comprehensive

Master Plan amendment hasn't been changed and has remained constant throughout the process. This is a request by the agent, Robert VerHeyen, for the owner J Pak Revocable Living Trust, to change the Comprehensive Master Plan designation from Single Family Residential to Neighborhood Commercial for this ¼-acre parcel located on West Hardscrabble Road in Pine. Mr. Gould stated that there were several issues involved, which included concerns raised by surrounding property owners. One of the concerns would be discussed during the following agenda item on the zoning application. The other issue was related to a 10-foot easement on the right hand side of the property as the property owners to the rear are concerned that by providing access to parking with handicapped parking spaces identified by the applicant, this was going to create a problem for the rear property owners and the easement would be blocked. He stated that the Gila County Planning and Zoning (P & Z) Commission heard the application on September 27, 2012, and voted to approve the change in the Comprehensive Master Plan to Neighborhood Commercial and recommended it to the Board for approval. The P & Z Commission also added 5 required stipulations as follows: 1) the south and west property lines shall be screened from residential areas by a 6-foot high fence, wall or landscape screen approved by the P & Z Director; 2) parking shall be paved, or an alternative method of dust control must be approved by the P & Z Director; 3) a development plan shall be submitted before building permits can be obtained for the commercial use; 4) if the property is not put into use as a commercial business within three years, it may revert to the Residential 2 to 3.5 du/ac designation in the Comprehensive Master Plan; and 5) access to Lamina Lane shall not be blocked for any reason. Supervisor Pastor inquired if the easement is only 10 feet wide would that be wide enough for handicapped individuals to park and the residents to still drive through? Mr. Gould stated that he had photos measuring that distance and it looked like there was going to be plenty of distance for the parking and it would not block off Lamina Lane, but he would ensure that did not happen. He noted that there is the 10-foot lane, but there's a lot of distance between the building and that 10-foot easement. Chairman Martin opened the public hearing and called for comments from the public; none were received. She closed the public hearing and entertained a motion. Upon motion by Vice-Chairman Dawson, seconded by Supervisor Pastor, the Board unanimously adopted Resolution No. 12-10-02, modifying the Gila County Comprehensive Master Plan by approving Planning and Zoning Case No. CPA-12-01 from Residential to Neighborhood Commercial, an application submitted by Robert VerHeyen, agent for owner J Pak Revocable Living Trust, for Gila County Assessor's Parcel No. 301-21-046 located at 6261 W. Hardscrabble Mesa Drive, Pine, Arizona. **(A copy of the Resolution is permanently on file in the Board of Supervisors' Office.)**

3B. Public Hearing-Information/Discussion/Action to adopt Ordinance No. 12-01, modifying the Zoning Map, Planning and Zoning Case No. Z-12-01, an application submitted by Robert VerHeyen, agent for owner J Pak,

Revocable Living Trust, to rezone Gila County Assessor's Parcel No. 301-21-046 located at 6261 W. Hardscrabble Mesa Drive, Pine, Arizona, from R1-D8 (Residence One District w/Density of 8,000 sq. ft.) to TR (Transitional Residential).

Mr. Gould stated the reason this item was tabled last time was that the original rezoning application requested a rezoning from R-1 to C-2 zoning; however, he had not looked at the compatibility of that C-2 zoning with the Comprehensive Master Plan. When Mr. Gould checked, he found that the Comprehensive Master Plan designates lane use categories and there are only 3 zoning districts listed that were compatible with Neighborhood Commercial and they were C-1, TR and PAD. He then selected TR (Transitional Residential) because it met within the confines of what the applicant was stating that he wanted on his application, which was a small business such as a real estate office or a candle shop. The application was processed again and all of the notice requirements were redone the second time requesting that that the zoning be TR rather than C-2. Mr. Gould noted that the applicant still wanted C-2 zoning; however, in order to have the C-2 zoning, the County would have to go back and amend the Comprehensive Master Plan to reflect that it was going to be Community Commercial rather than Neighborhood Commercial and staff wouldn't support same. After meetings with the applicant and his agent, they agreed to accept the TR zoning, which will limit the applicant to no more than 2,500 square feet of commercial activity on the lot and would also limit the hours of operation to 11:00 p.m. at night. Mr. Gould believes it works out better and still allows all the uses that the applicant had originally wanted. He stated that the problem is that there are quite a few lots in that area that aren't currently zoned C-2 and weren't zoned C-2 prior to the County ever having the Comprehensive Master Plan. He noted that there was probably nothing wrong with them being zoned C-2 at that time; however, when the Comprehensive Master Plan was adopted, it designated that area as Neighborhood Commercial and that's how it was developed and that area is all of a residential character. Immediately adjoining this ¼-acre lot, it is zoned as Single Family Residential development, so it was felt that TR was applicable. This zoning application had 2 issues—the one he spoke about in the previous item regarding the 10-foot wide easement and the other one was regarding the use. There was a complaint that while this use that the applicant was proposing was fine, once the zoning designation was established for that lot, then whoever buys it in the future could put any use that's listed as a permitted use on the C-2 zoning and it would be handled strictly by administrative review rather than coming to the P & Z Commission or the Board of Supervisors. The P & Z Commission heard this application on September 27, 2012, and it has recommended approval to the Board of Supervisors with the exact same 5 conditions as were required in the previous agenda item, as follows: 1) the south and west property lines shall be screened from residential areas by a 6-foot high fence, wall or landscape screen approved by the P & Z Director; 2) parking shall be paved, or an alternative method of dust control must be approved by the P & Z Director; 3) a

development plan shall be submitted before building permits can be obtained for the commercial use; 4) if the property is not put into use as a commercial business within three years, it may revert back to the Residential 2 to 3.5 du/ac designation in the Comprehensive Master Plan; and 5) access to Lamina Lane shall not be blocked for any reason. Chairman Martin opened the public hearing and called for comments from the public; none were received. She closed the public hearing and entertained a motion. Upon motion by Vice-Chairman Dawson, seconded by Supervisor Pastor, the Board unanimously adopted Ordinance No. 12-01, modifying the Zoning Map, Planning and Zoning Case No. Z-12-01, an application submitted by Robert VerHeyen, agent for owner J Pak, Revocable Living Trust, to rezone Gila County Assessor's Parcel No. 301-21-046 located at 6261 W. Hardscrabble Mesa Drive, Pine, Arizona, from R1-D8 (Residence One District w/Density of 8,000 sq. ft.) to TR (Transitional Residential). **(A copy of the Ordinance is permanently on file in the Board of Supervisors' Office.)**

ITEM 4 – REGULAR AGENDA ITEMS:

4A. Information/Discussion/Action to adopt Proclamation No. 12-07 proclaiming October 2012 as "Domestic Violence Awareness Month" in Gila County.

Carolyn Gillis, Contract Monitor/Program Supervisor, gave an update on the services provided by Horizon Human Services and the Gila County Safe Home to all residents of Gila County experiencing any type of domestic violence. She stated that the mission for the Gila County Safe Home is to assist and serve all persons that experience domestic violence in their lives, whether they are a victim or perpetrator, and to provide a comprehensive array of domestic violence services to improve the overall quality of living for all people residing in our community. This organization also partners with many other organizations within the community and Ms. Gillis also thanked the County for the funds it provides. Some of the statistics provided by Ms. Gillis were as follows: The total number of people served by the Safe Home for the past year were 108—41 adults and 67 children; 2,294 bed nights were provided at the facility with the average length of stay being 21 days; the hours of support services were 4,675 hours; referral calls totaled 117; and there were 19,296 miles driven last year with a maintenance and fuel cost of \$4,848 to pick up victims of domestic violence and take them to the Safe Home or assist them in getting to other locations within the state. Ms. Gillis provided some of the Safe Home's goals for the future one of which includes working with the County Attorney's Office and the local police departments to be able to more accurately compile statistics on domestic violence in order to better address those issues and to work more closely on issues involving children and the elderly. Ms. Gillis also provided an overview of the many activities planned throughout October to bring awareness of the assistance that is available. Each Board member thanked Ms. Gillis and her staff for their efforts. Upon motion by Vice-

Chairman Dawson, seconded by Supervisor Pastor, the Board unanimously adopted Proclamation No. 12-07 proclaiming October 2012 as "Domestic Violence Awareness Month" in Gila County. **(A copy of the Proclamation is permanently on file in the Board of Supervisors' Office.)**

4B. Information/Discussion/Action to authorize the Chairman's signature on a 12D Fund Request Application in the amount of \$42,048 being submitted by Gila Community College under the economic development category as the local trainer of workforce programs to the Apache Gold Casino.

Cathy Melvin, Gila Community College Coordinator of Grants and Special Projects, stated that staff at the Gila County Community College (College) had prepared an application to be submitted to the Apache Gold Casino for funds in the amount of \$42,048 to purchase equipment for the College's biology labs that will help to benefit biology students as well as Allied Health Care nursing students. The College has received funds from the Apache Gold Casino on 2 other occasions. She requested approval by the Board in order to process the application. Upon motion by Supervisor Pastor, seconded by Vice-Chairman Dawson, the Board unanimously authorized the Chairman's signature on a 12D Fund Request Application in the amount of \$42,048 being submitted by Gila Community College under the economic development category as the local trainer of workforce programs to the Apache Gold Casino.

4C. (Motion to adjourn as the Gila County Board of Supervisors and convene as the Gila County Library District Board of Directors.) Information/Discussion/Action to approve a Library Service Agreement between the Gila County Library District and the San Carlos Apache Tribe to cooperate in the provision of library services to the citizens of the District for the period July 1, 2012, through June 30, 2013, with a funding match up to \$32,920.00. (Motion to adjourn as the Gila County Library District Board of Directors and reconvene as the Gila County Board of Supervisors.)

Upon motion by Vice-Chairman Dawson, seconded by Supervisor Pastor, the Board convened as the Gila County Library District.

Jacque Griffin, Assistant County Manager/Librarian, stated that this Library Service Agreement with the San Carlos Apache Tribe was the final of 8 Agreements for this year that are necessary so the funding for maintenance and operations for the 8 affiliate libraries can be released. Upon motion by Vice-Chairman Dawson, seconded by Supervisor Pastor, the Board unanimously approved a Library Service Agreement between the Gila County Library District and the San Carlos Apache Tribe to cooperate in the provision of library services to the citizens of the District for the period July 1, 2012, through June 30, 2013, with a funding match up to \$32,920.00.

Upon motion by Supervisor Pastor, seconded by Vice-Chairman Dawson, the Board reconvened as the Gila County Board of Supervisors.

4D. Information/Discussion/Action to adopt Resolution No. 12-10-01, which approves Amendment No. One to an Intergovernmental Agreement (ADOT File No. IGA/JPA 10-230-I) between Gila County and the State of Arizona, Department of Transportation for the Six Shooter Canyon Road Sidewalk Project.

Steve Stratton, Public Works Division Director, stated that as a result of the Federal Highway Administration (FHWA) audits, the FHWA is now not allowing any federal projects to be self administered, but instead must be handled by the Arizona Department of Transportation (ADOT). This is a Traffic Enhancement Project that the County has been working on for many years in the Six Shooter Canyon area, which will continue the sidewalk from Cherokee Drive to Remington Road. Vice-Chairman Dawson inquired about the additional cost to the County to pay ADOT for administrative fees. Mr. Stratton replied that right now it appears that the County is going to pay an additional \$3,000 to ADOT to review the environmental portion of the project; however, this will make the state liable for all of the "Buy America" requirements and be responsible for the prevailing wage requirements. Upon motion by Supervisor Pastor, seconded by Vice-Chairman Dawson, the Board unanimously adopted Resolution No. 12-10-01, which approves Amendment No. One to an Intergovernmental Agreement (ADOT File No. IGA/JPA 10-230-I) between Gila County and the State of Arizona, Department of Transportation for the Six Shooter Canyon Road Sidewalk Project. Mr. Stratton noted for the record that the 5.7% matching funds will be paid for from the half cent sales tax dedicated to transportation. **(A copy of the Resolution is permanently on file in the Board of Supervisors' Office.)**

ITEM 5 – CONSENT AGENDA ACTION ITEMS:

5A. Authorization of the Chairman's signature on a Line Extension Agreement with Arizona Public Service (APS) Company for the Russell Road Reconstruction Project in the amount of \$87,102.17.

5B. Approval of Amendment No. 2 to an Intergovernmental Agreement (Contract No. HG854284) between Gila County and the Arizona Department of Health Services for the continued provision of immunization services from August 1, 2012, through December 31, 2012.

5C. Approval of Arizona Department of Housing Community Development Block Grant Contract Number 174-10 Closeout Report to finalize the contract between the Arizona Department of Housing and the Gila County

Community Action, Housing Services, which will successfully end the contract and ensure that the Gila County Community Action, Housing Services has met all requirements of this contract.

5D. Approval of Amendment No. 8 to Agreement No. 700518523 (Energy Wise Low Income Weatherization Program) between Arizona Public Service (APS) and the Gila County Division of Community Services, Community Action Program, whereby APS will provide funding in an amount not to exceed \$106,429 for the repairs, reconditioning, replacement or restoration of deficiencies in a customer's qualified home in order to make such homes energy efficient (Weatherization Services), to eligible citizens residing in Gila County for the period January 1, 2013, through December 31, 2013.

5E. Approval to renew an Intergovernmental Agreement between Gila County and the Arizona Department of Fire, Building and Safety, Office of Manufactured Housing, for the purpose of enforcing the installation standards of the Office of Manufactured Housing for manufactured homes, mobile homes, and factory built buildings for the period of October 18, 2012, through October 18, 2017.

5F. Authorization of the Chairman's signature on Amendment No. 3 to Intergovernmental Agreement (Contract No. ADHS12-007886) for Public Health Emergency Preparedness Grant between the Gila County Health and Emergency Services Division and the Arizona Department of Health Services.

5G. Approval 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 from the Food and Drug Administration and acceptance of the grant award.

5H. Approval of an Intergovernmental Agreement for Election Services between Gila County and the Alhambra Domestic Wastewater Improvement District.

5I. Adoption of an Order designating polling places and appointing poll workers and election board workers for the purpose of conducting the General Election on Tuesday, November 6, 2012.

5J. Approval of a request by the Cobre Valley Regional Medical Center Foundation to waive the fees for the use of the Fairgrounds Exhibit Hall for their art and wine auction event scheduled on Saturday, November 3, 2012.

5K. Approval of a request by the Gila County Rodeo Committee to waive the fees for the use of the Fairgrounds rodeo arena on October 13, 2012, for a team roping fund-raising event to aid a cancer victim in the community.

5L. Approval of the August 2012 monthly activity report submitted by the Globe Regional Constable.

5M. Approval of the August 2012 monthly activity report submitted by the Globe Regional Justice Court.

5N. Approval of the August 2012 monthly activity report submitted by the Clerk of the Superior Court.

5O. Approval of the August 2012 monthly activity report submitted by the Payson Regional Constable.

5P. Approval of the August 2012 monthly activity report submitted by the Payson Regional Justice Court.

5Q. Acknowledgment of the Human Resources reports for the weeks of September 4, 2012, September 11, 2012, September 18, 2012 and September 25, 2012.

September 4, 2012

Departures from County Service:

1. Lizabeth Fetterman – County Attorney – Victim Advocate – 08/03/12 – Various Funds – DOH 06/28/06 – Retirement
2. Kayce Loya – Sheriff’s Office – Detention Officer – 08/26/12 – General Fund – DOH 11/22/10 – Resignation
3. Anthony Torrez – Probation – Juvenile Detention Officer – 08/14/12 – General Fund – DOH 07/25/05 – Resignation

Hires to County Service:

4. Christopher Dale Gray – Sheriff’s Office – Detention Officer – 09/10/12 – General Fund – Replacing Ashley Henry
5. Carrie Truesdell – Finance – Payroll Specialist – 08/27/12 – General Fund – Replacing Angelina Thompson
6. Christina Drake – Payson Regional Justice Court – Justice Court Clerk Associate – 08/27/12 – General Fund – Replacing Michelle Duarte

Departmental Transfer:

7. Kevin Kittle – Probation – From Juvenile Detention Officer – To Surveillance Officer – 08/27/12 – From General Fund - To Various Funds
8. Lisa Wilckens – From Assessor – To Finance – From Property Appraiser – To Payroll Specialist – 09/13/12 - From General Fund – To Various Funds

Position Review:

9. Lauren Savaglio – Health – Health Programs Manager – 08/20/12 – Correction of exempt status

September 11, 2012

Departures from County Service:

1. Carlos Ozuna – Community Development – Survey Floodplain Coordinator – 08/13/12 – General Fund – DOH 08/26/91 – Resignation
2. Valrie Bejarano – Purchasing – Contract Support Specialist – 08/31/12 – General Fund – DOH 12/15/03 – Resignation
3. Richard K. Claydon – Sheriff’s Office – Detention Officer – 07/27/12 – General Fund – DOH 11/07/11 – Resignation
4. Leign Ann Kenton – Globe Regional Justice Court – Justice Court Clerk Associate – 08/31/12 – General Fund – DOH 08/06/01 – Resignation
5. Christopher Gray – Probation – Juvenile Detention Officer – 08/27/12 – General Fund – DOH 08/27/12 – Declined position
6. Ursulynn Yazzie – Probation – Juvenile Detention Officer – 08/27/12 – General Fund – DOH 08/27/12 – Offer of employment rescinded
7. Larry Perez – Probation – Juvenile Detention Officer – 08/13/12 – General Fund – DOH 08/13/12 – Offer of employment rescinded

Hires to County Service:

8. Debra Tapia-Blair – Probation – Administrative Clerk Senior – 09/13/12 – General Fund – Replacing Lisa King
9. Jonathan Edward Manley – Superior Court General – Bailiff – 09/07/12 – General Fund – Replacing James Cox

Departmental Transfer:

10. Jessica Lynn Cruz – From Clerk of the Court – To Sheriff’s Office – From Court Clerk – To 911 Dispatcher – 09/13/12 – General Fund

Request Permission to Post:

11. Globe Regional Justice Court – Justice Court Clerk Associate – Vacated by Leign Ann Kenton
12. Law Library – Bailiff/Interpreter – Vacated by Rose Mary Grice
13. Clerk of the Superior Court – Court Clerk – Vacated by Jessica Cruz

September 18, 2012

Departures from County Service:

1. Christopher Dale Gray – Sheriff’s Office – Detention Officer – 09/10/12 – General Fund – DOH 09/10/12 – Declined position
2. William Murphy – County Attorney – Detective – 08/03/12 – Diversion Program Fund – DOH 07/24/06 – Retirement
3. Robert Gamboa – County Attorney – Administrative Clerk Temporary – 07/01/12 – General Fund – DOH 05/25/10 – Resignation
4. Adrian Villegas – Board of Supervisors – Temporary Laborer – 08/17/12 – General Fund/Constituent Services District II – DOH 07/02/12 – Temporary employment ended

5. Ronald T. Carnahan – County Attorney – IT Administrator and Support Technician Temporary – 07/01/12 – General Fund – DOH 07/12/10 – Temporary employment ended

Hires to County Service:

6. Dana Sgroi – Finance/Purchasing – Contracts Support Specialist – 09/10/12 – General Fund – Replacing Valrie Bejarano
7. Dana Lindsey – County Attorney – Detective – 09/20/12 – Diversion Program Fund – Replacing William Murphy

End of Probationary Period:

8. Nicholas Buzan – County Attorney – Deputy County Attorney – 09/24/12 – Cost of Prosecution Reimbursement Fund

Position Review:

9. Christopher C. Pena - Sheriff's Office – Task Force Agent – 07/30/12 – Correction of Position Control Number

Request Permission to Post:

10. Board of Supervisors District II – Temporary Laborer (2 positions available) – Vacated by Tannyn Garcia and Adrian Villegas

September 25, 2012

Departures from County Service:

1. Lisa Dzera – Sheriff's Office – Administrative Clerk – 09/20/12 – General Fund – DOH 01/22/07 – Resignation
2. Rosie Grice – Law Library – Bailiff/Interpreter – 09/12/12 – General Fund – DOH 08/11/97 – Retirement
3. Debbie Stevens – Superior Court – Court Case Flow Manager – 09/10/12 – Various Funds – DOH 03/14/88 – Retirement
4. Gabriel Lagunas – Sheriff's Office – Detention Officer – 09/16/12 – General Fund – DOH 06/22/09 – Resignation

Hires to County Service:

5. Celena Cates – Emergency Management – Administrative Clerk Senior – 09/27/12 – General Fund – Replacing Denise Hanson
6. Stephen J. Shaw – County Attorney – Chief Detective – 10/22/12 – General Fund – Replacing Ernie Meeske
7. Pamela Johnson – Probation – Office Supervisor – 10/01/12 – General Fund – Replacing Debbie Carl
8. Dora Salazar – Probation – Juvenile Detention Officer – 09/27/12 – General Fund – Replacing Leigh Ann Kenton
9. Eric Ramos – Probation – Juvenile Detention Officer – 09/27/12 – General Fund – Replacing Kendall Horta
10. Jennifer Rich – Probation – Juvenile Detention Officer – 09/27/12 – General Fund – Replacing Kevin Kittle
11. David Palmer – Probation – Juvenile Detention Officer – 09/27/12 – General Fund – Replacing Lorenzie Corvin
12. Charles Adornetto – Payson/Globe Justice Courts – Pro-Tempore Judge – 08/01/12 – Various Funds – Replacing John Pearlman

Temporary Hires to County Service:

13. Marion Frank Faubush – Public Works – Temporary Building and Grounds Maintenance Worker – 09/12/12 – Facilities Management Fund

Position Review:

14. Lucinda Campbell – Health Services – Public Health Nurse – 09/11/12 – Change in fund codes
15. Ramona Scales – Health Services – Public Health Nurse – 09/11/12 – Change in fund codes

Request Permission to Post:

16. Emergency Management/Rural Addressing – Temporary Administrative Clerk
17. Superior Court General – Case Flow Manager – Vacated by Debbie Stevens
18. Sheriff’s Office – Administrative Clerk – Vacated by Lisa Dzera

5R. Approval of the September 4, 2012, September 17, 2012, & September 18, 2012, BOS meeting minutes.

5S. Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the week of September 01, 2012, to September 07, 2012; and the week of September 08, 2012, to September 14, 2012.

Copies of the contract reports are on file in the Board of Supervisors’ Office.

5T. Approval of finance reports/demands/transfers for the weeks of September 25, 2012, October 2, 2012, and October 9, 2012.

September 25, 2012

\$789,656.37 was disbursed for County expenses by check numbers 249109 through 249276.

October 2, 2012

\$1,586,953.35 was disbursed for County expenses by check numbers 249277 through 249451.

October 9, 2012

\$368,130.84 was disbursed for County expenses by check numbers 249452 through 249579. **(An itemized list of disbursements is permanently on file in the Board of Supervisors’ Office.)**

Upon motion by Vice-Chairman Dawson, seconded by Supervisor Pastor, the Board unanimously approved Consent Agenda action items 5A through 5T.

Item 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.

Chairman Martin called on Leo Coombs, a resident of Tonto Basin. Mr. Coombs stated that he and residents in his neighborhood are repeated flood victims. He stated, “I have sent numerous communications to Supervisor Pastor and Don McDaniel, the Manager. I sent Mike a letter back on the 12th and I haven’t received an answer and I just want to let him know that I still expect one because there’s some Freedom of Information Act requests in there that I think are very important on getting this issue out into the daylight. We need help over there. We definitely do. To use up my 3 minutes, I’ve been down through that creek bottom again now and the new growth, the new material filling and everything, if we have a flood like we had the last time, my neighborhood is gone. It will off of the map. It will just be gone. That’s how bad the creek has deteriorated. We need some help. Thank you.”

Item 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.

Each Board member and the County Manager presented information on current events.

There being no further business to come before the Board of Supervisors, Chairman Martin adjourned the meeting at 12:18 p.m.

APPROVED:

Tommie C. Martin, Chairman

ATTEST:

Marian Sheppard, Chief Deputy Clerk

**BOARD OF SUPERVISORS MINUTES
GILA COUNTY, ARIZONA**

Date: October 16, 2012

TOMMIE C. MARTIN
Chairman

JOHN F. NELSON
Clerk of the Board

SHIRLEY L. DAWSON
Vice-Chairman

By: Marilyn Brewer
Deputy Clerk

MICHAEL A. PASTOR
Member

Gila County Courthouse
Globe, Arizona

PRESENT: Tommie C. Martin, Chairman (via ITV conferencing); Shirley L. Dawson, Vice-Chairman; Michael A. Pastor, Supervisor; Don McDaniel, Jr., County Manager; John Nelson, Deputy County Manager/Clerk (via ITV conferencing); Marian Sheppard, Chief Deputy Clerk; and June Ava Florescue, Deputy County Attorney.

Item 1 – Call to Order – Pledge of Allegiance – Invocation

The Gila County Board of Supervisors met in a regular session at 10:00 a.m. this date in the Board of Supervisors hearing room. Michael Pastor led the Pledge of Allegiance and Reverend Joe Hittle of the Calvary Chapel in Payson delivered the invocation.

Item 2 – REGULAR AGENDA ITEMS:

2A. Information/Discussion/Action to authorize the Chairman's signature on a 12D Fund Request Application in the amount of \$27,012 being submitted by Gila Community College under the economic development category as the local trainer of workforce programs to the Mazatzal Casino.

Cathy Melvin, Coordinator of Grants and Special Projects for the Gila County Community College, requested the Board's approval and signature on a 12D Fund Request Application to be submitted to Mazatzal Casino for funds in the amount of \$27,012 for the purchase of equipment to be used at the college campus in Payson. The equipment intended to be purchased was outlined in the budget. Upon motion by Supervisor Pastor, seconded by Vice-Chairman Dawson, the Board unanimously authorized the Chairman's signature on a 12D Fund Request Application in the amount of \$27,012 being submitted by Gila Community College under the economic development category as the local trainer of workforce programs to the Mazatzal Casino.

2B. Information/Discussion/Action to adopt Proclamation No. 12-08 proclaiming October 30, 2012, as "Weatherization Day" in Gila County.

Malissa Buzan, Community Services, Housing Program Manager, requested that the Board adopt Proclamation No. 12-08, noting that this particular Proclamation would finalize the use of the stimulus funds (from the American Recovery and Reinvestment Act) that were received by the County. She stated that Gila County's initial allocation of stimulus funds was \$1.7 million; however, because that money was spent in an efficient and timely manner, the County was awarded an additional \$300,000. By utilizing those funds during the past 2-1/2 years, 249 homes for low-income families, seniors and the disabled were weatherized and there is still a 2-year waiting list. It is estimated that once a home has been weatherized, it will result in a utility savings of 35% for each residence. Ms. Buzan praised her staff for doing an excellent job in accomplishing these projects as well as providing jobs for local contractors. She played a short video for the Board to provide a better understanding of the weatherization program. Ms. Buzan advised that a home tour of some weatherized homes is scheduled on October 29, 2012, at 9:00 a.m. and she invited the Board to attend. Also attending will be invited members of the public, the press and members of the Arizona Corporation Commission—both sitting and running for office. Supervisor Pastor inquired as to the number of people on the 2-year waiting list to which Ms. Buzan replied there are approximately 85 families; however, some of those are not for just weatherization, but also repair and rehabilitation. She stated that when the funds allowed for the weatherization of 30 homes per month, they were able to go through the list quite rapidly; however, that number has been reduced to 15 homes per year, so it will be a couple of years for some of those families on the list. If there is an emergency Ms. Buzan can utilize emergency funds. If there is someone in need who is a senior citizen, disabled or extremely low-income and it's the time of the year that something must be repaired, then a "band-aid" type of work is done. Once those people get to the top of the list then a more comprehensive type of repair is done. Supervisor Pastor inquired whether those people are on their own once the repairs have been completed. Ms. Buzan replied that these families are kept on a list for a couple of years to check on their utility usage to ensure that things are going well for them. If they are senior citizens, in addition to the energy efficiency, also completed are safety precautions for their future such as removing a bathtub and installing a shower with bars, walking ramps, etc. Chairman Martin inquired as to the measures being taken by Ms. Buzan to promote "Weatherization Month." Ms. Buzan stated that in addition to having the home tour, she will also be putting information on the County's website and in the local newspapers. She added that the network teams in Payson and Globe are also promoting it and advising their clients. Ms. Buzan stated that even though the list is long, she tells people to get on the list so they can be educated in the meantime as to possible ways to save money by energy education and weatherization, about savings

using new equipment and how to maintain that equipment, how to use their thermostat, and advising them about the Arizona Public Service Company rebates, etc. to empower them. Chairman Martin thanked Ms. Buzan for her presentation. Upon motion by Vice-Chairman Dawson, seconded by Supervisor Pastor, the Board unanimously adopted Proclamation No. 12-08 proclaiming October 30, 2012, as "Weatherization Day" in Gila County. **(A copy of the Proclamation is permanently on file in the Board of Supervisors' Office.)**

2C. Information/Discussion/Action to authorize the submission of a State Housing Fund Application for Owner Occupied Housing Rehabilitation Programs to the Arizona Department of Housing in the amount of \$440,000 to be utilized for housing rehabilitation for fiscal year 2012 and to adopt related Resolutions Nos. 12-10-03 and 12-10-04, which are included as part of the application.

Ms. Buzan stated that the \$440,000 will be used to rehabilitate approximately 8-11 units. Ms. Buzan advised that she hopes to increase the number of units by leveraging it with other funds such as those received from Arizona Public Service Company and Southwest Gas Company. She advised that most of the low-income housing within Gila County is extremely old and also in disrepair to a certain degree so the County's Housing Department will use these rehabilitation funds to address required code issues and then go in and weatherize the homes so that they end up being healthy, safe and also energy efficient. Upon motion by Supervisor Pastor, seconded by Vice-Chairman Dawson, the Board unanimously authorized the submission of a State Housing Fund Application for Owner Occupied Housing Rehabilitation Programs to the Arizona Department of Housing in the amount of \$440,000 to be utilized for housing rehabilitation for fiscal year 2012 and to adopt related Resolutions Nos. 12-10-03 and 12-10-04, which are included as part of the application. **(Copies of the Resolutions are permanently on file in the Board of Supervisors' Office.)**

2D. Information/Discussion/Action to approve an Agreement-Economic Development Grant between Gila County and Pinal-Gila Council for Senior Citizens Area Agency on Aging whereby the County will disburse up to \$21,500; and further the Board determines this is for the benefit of the public and will improve or enhance the economic welfare of the inhabitants of Gila County.

Don McDaniel, County Manager, stated that this is the County's annual grant in the amount of \$21,500 to the Pinal-Gila Council for Senior Citizens Area Agency on Aging, which provides services to seniors throughout the County. Some of the types of services provided to senior citizens include the following: grandparents raising grandchildren, behavior health services, counseling services, legal services, mature work force development, senior centers and

home delivered meals. Upon motion by Supervisor Pastor, seconded by Vice-Chairman Dawson, the Board unanimously approved an Agreement-Economic Development Grant between Gila County and Pinal-Gila Council for Senior Citizens Area Agency on Aging whereby the County will disburse up to \$21,500; and further the Board determines this is for the benefit of the public and will improve or enhance the economic welfare of the inhabitants of Gila County.

2E. Information/Discussion/Action to authorize the Chief Deputy Clerk of the Board to remove Assessor's tax parcel numbers 205-19-015A, 205-19-015B, 205-19-015C, 207-15-140C, 304-61-131, 304-61-133, 304-61-134, 304-61-135, 304-61-136 and 304-61-137 from the December 4, 2012, BOS Property Tax Sale/Auction advertisement; proceed with the administrative process of selling the properties to Gila County, City of Globe, and Town of Payson for \$1 each; and issue quit claim deeds for said sales.

Marian Sheppard, Chief Deputy Clerk, stated that each year the County Treasurer issues Treasurer's Deeds whereby the ownership of certain private properties are transferred to the State of Arizona. This is due to the property owners not paying their property taxes for 7 consecutive years. There is an Arizona Revised Statute that allows the Board of Supervisors to sell these properties before its annual auction to a county, city, town or a special taxing district provided that the parcels are used for a public purpose related to transportation or flood control. The County has an internal process whereby the County Engineering Department reviews all of the properties that have been newly deeded and then advises Ms. Sheppard if any of the parcels should be offered to any of the qualified entities. Ms. Sheppard stated that this year 10 properties have been identified and she requested the Board's approval to sell them. She advised that 3 of the parcels would be sold to Gila County for \$1 each and each of the parcels comprise a portion of Sanders Drive, which is designated as a country dirt road so it is maintained by the County on a periodic basis. All 3 parcels would be used for transportation purposes. She further requested that 1 parcel be sold to the City of Globe for \$1 noting that Santee Street is located on a portion of this parcel and it would also be used for transportation purposes. The final request was to sell 6 parcels to the Town of Payson for \$1 each, which are common areas at Highlands at the Rim in Payson and she has been advised that they would be used for flood control (drainage) purposes. Upon motion by Vice-Chairman Dawson, seconded by Supervisor Pastor, the Board unanimously authorized the Chief Deputy Clerk of the Board to remove Assessor's tax parcel numbers 205-19-015A, 205-19-015B, 205-19-015C, 207-15-140C, 304-61-131, 304-61-133, 304-61-134, 304-61-135, 304-61-136 and 304-61-137 from the December 4, 2012, BOS Property Tax Sale/Auction advertisement; proceed with the administrative process of selling the properties to Gila County, City of Globe, and Town of

Payson for \$1 each; and issue quit claim deeds for said sales.

ITEM 3 – CONSENT AGENDA ACTION ITEMS:

3A. Approval of an Intergovernmental Agreement for Election Services between Gila County and the Hellsgate Fire District.

3B. Approval of an Interlock Agreement between the Gila County Sheriff's Office and the Town of Payson (a disparate community) for the 2012 Byrne Justice Assistance Grant Program Award in the amount of \$10,102.

3C. Approval of the August 2012 monthly activity report submitted by the Recorder's Office.

3D. Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of September 10, 2012, to September 14, 2012; September 17, 2012, to September 21, 2012; September 24, 2012 to September 28, 2012; and October 01, 2012, to October 05, 2012.

Copies of the contract reports are on file in the Board of Supervisors' Office.

3E. Approval of finance reports/demands/transfers for the week of October 16, 2012.

October 16, 2012

\$1,612,411.43 was disbursed for County expenses by check numbers 249580 through 249713. **(An itemized list of disbursements is permanently on file in the Board of Supervisors' Office.)**

Upon motion by Supervisor Pastor, seconded by Vice-Chairman Dawson, the Board unanimously approved Consent Agenda action items 3A through 3E.

Item 4 - 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.

There were no requests to speak from the public.

Item 5 - At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the Chief

Administrator may present a brief summary of current events. No action may be taken on issues presented.

Each Board member and the County Manager presented information on current events.

There being no further business to come before the Board of Supervisors, Chairman Martin adjourned the meeting at 10:32 a.m.

APPROVED:

Tommie C. Martin, Chairman

ATTEST:

Marian Sheppard, Chief Deputy Clerk

ARF-1511

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Regular BOS Meeting

Meeting Date: 11/13/2012

Reporting Period: Human Resources Reports for the weeks of 10/2/12, 10/9/12, 10/16/12, 10/23/12 and 10/30/12.

Submitted For: Berthan DeNero

Information

Subject

Human Resources Reports for the weeks of October 2, 2012, October 9, 2012, October 16, 2012, October 23, 2012, and October 30, 2012.

Suggested Motion

Acknowledgment of the Human Resources Reports for the weeks of October 2, 2012, October 9, 2012, October 16, 2012, October 23, 2012, and October 30, 2012.

Attachments

October Human Resources Summary Report

10/02/12 Human Resources Report

10/09/12 Human Resources Report

10/16/12 Human Resources Report

10/23/12 Human Resources Report

10/30/12 Human Resources Report

Summary	Year To Date	Jan-12	Feb-12	Mar-12	Apr-12	May-12	Jun-12	Jul-12	Aug-12	Sep-12	Oct-12	Nov-12	Dec-12
		Human Resources Action Items											
DEPARTURES FROM COUNTY SERVICE	151	7	13	14	13	15	15	17	13	19	25		
HIRES TO COUNTY SERVICE	98	7	9	14	3	8	4	10	12	15	16		
TEMPORARY HIRES TO COUNTY SERVICE	35	3	2	1	1	2	10	1	7	1	7		
VOLUNTEERS TO COUNTY SERVICE	87	0	0	0	0	7	80	0	0	0	0		
DEPARTMENTAL TRANSFERS	44	1	3	1	6	3	1	10	9	3	7		
END PROBATIONARY PERIOD	49	3	4	6	5	4	3	4	1	1	18		
POSITION REVIEW	80	11	13	5	7	6	10	5	7	4	12		
REQUEST PERMISSION TO POST	98	6	10	7	2	7	20	15	16	7	8		
Total Transactions	642	38	54	48	37	52	143	62	65	50	93	0	0

HUMAN RESOURCES ACTION ITEMS
OCTOBER 2, 2012

DEPARTURES FROM COUNTY SERVICE:

1. Ramai Alvarez – County Attorney – Deputy County Attorney Senior – 01/03/13 – General Fund – DOH 11/24/08 – Resignation
2. Vernon Davis – Public Works – Road Maintenance/Equipment Operator – 09/17/12 – Public Works Fund – DOH 02/12/07 – Resignation
3. Kyle Mann – County Attorney – Deputy County Attorney Senior Part Time – 10/02/12 – General Fund – DOH 09/16/08 – Resignation
4. Angel Perez – Board of Supervisors – Temporary Laborer – 09/19/12 – General Fund/Constituent Services District II – DOH 06/21/12 – Temporary employment ended

HIRES TO COUNTY SERVICE:

5. Larry Perez – Public Works – Road Maintenance Worker – 10/04/12 – Public Works Fund – Replacing Zackery Andrade

DEPARTMENTAL TRANSFERS:

6. Helene Lopez – Community Services – From Community Services Worker – To G.E.S.T. Program Manager – 10/04/12 – G.E.S.T. Funds

POSTION REVIEW:

7. Joe Williams – Assessor – Property Appraiser 1 – 06/29/12 – Salary increase due to Level 1 Property Appraiser Certification

REQUEST PERMISSION TO POST:

8. Assessor – Temporary Title Examiner
9. Public Works – Road Maintenance/Equipment Operator – Vacated by Anna Sanchez

HUMAN RESOURCES ACTION ITEMS
OCTOBER 9, 2012

DEPARTURES FROM COUNTY SERVICE:

1. Judy Alexander – Probation – Administrative Clerk Senior – 09/25/12 – General Fund – DOH 03/16/09 – Resignation
2. Michael Snively – Probation – Deputy Probation Officer 2 – 09/28/12 – Juvenile Standards Probation Fund – DOH 09/09/02 – Retirement
3. Sigifredo Marquez – Probation – Deputy Probation Officer – 09/28/12 – General Fund – DOH 01/09/12 – Resignation

HIRES TO COUNTY SERVICE:

4. Alison Manista – Probation – Deputy Probations Officer I – 10/15/12 – Juvenile Standards Probation Fund – Replacing Michael Snively
5. Gretchen Spier – Probation – Deputy Probation Officer I – 10/15/12 – Juvenile Intensive Probation Fund – Replacing Erwin Diaz
6. Michael Paul Cruz – Sheriff's Office – Detention Officer – 10/15/12 – General Fund – Replacing Christopher Gray
7. Victoria Elena Sanchez – School Superintendent – Administrative Assistant – 10/15/12 – General Fund – Replacing Julia Vasquez
8. Amber Renee Campbell – School Superintendent – Accounting Clerk – 10/01/12 – General Fund – Replacing Anthony Martinez
9. Barbara Smallwood – Payson Regional Justice Court – Justice Court Clerk Associate – 10/08/12 – General Fund – Replacing Stephanie Gibson

REQUEST PERMISSION TO POST:

10. Health Department – Administrative Clerk – Vacated by Stephanie Chaidez

HUMAN RESOURCES ACTION ITEMS
OCTOBER 16, 2012

DEPARTURES FROM COUNTY SERVICE:

1. Christine Drake – Payson Regional Justice Court – Justice Court Clerk Associate – 09/24/12 – General Fund – DOH 08/27/12 – Resignation
2. Kayla C. Porter – Sheriff’s Office – 911 Dispatcher Relief – 09/23/12 – General Fund – DOH 07/02/12 – Resignation
3. James A. Eskew – Sheriff’s Office – Detention Commander – 12/31/12 – General Fund – DOH 05/24/93 – Retirement
4. Daniel Prather – Probation – Deputy Probation Officer 2 – 10/19/12 – General Fund – DOH 10/15/07 – Resignation
5. Erwin Diaz – Probation – Juvenile Detention Shift Supervisor – 10/24/12 – General Fund – DOH 08/25/08 – Resignation
6. Traci Borquez – Probation – Administrative Clerk Senior – 10/12/12 – Adult Intensive Probation Supervision Fund – DOH 12/17/07 – Resignation

HIRES TO COUNTY SERVICE:

7. Louisa Talahytewa – Recorder’s Office – Voter Outreach Assistant – 10/18/12 – General Fund – Replacing Julie Anderson
8. Amber Dean – Probation – Administrative Clerk Senior – 10/22/12 – Various Funds – Replacing Lauryn Mooney
9. Patricia Espinoza-Barcon – Probation – Administrative Clerk Senior – 10/22/12 – Adult Intensive Probation Supervision – Replacing Traci Borquez

TEMPORARY HIRES TO COUNTY SERVICE:

10. Mario Dorame – Board of Supervisors – Temporary Laborer – 10/18/12 – General Fund/Constituent Services District II Fund
11. Thomas Dorame – Board of Supervisors – Temporary Laborer – 10/18/12 – General Fund/Constituent Services District II Fund
12. Austin Livingood – Board of Supervisors – Temporary Laborer – 10/18/12 – General Fund/Constituent Services District II Fund
13. Jacob Sanchez – Board of Supervisors – Temporary Laborer – 10/18/12 – General Fund/Constituent Services District II Fund
14. Stephanie Dean – Library District – Community Liaison – 10/04/12 – Library District Grants Fund

DEPARTMENTAL TRANSFERS:

15. Sandra Yoder – From Payson Regional Justice Court – To Probation – From Justice Court Clerk Associate – To Administrative Clerk Senior – 10/22/12 – From General Fund – To Juvenile Intensive Probation Supervision Fund
16. Valerie Hereford – From Health Services – To County Attorney – From Administrative Clerk Senior – To Legal Secretary Senior – 10/22/12 – From Health Service Fund – To General Fund

HUMAN RESOURCES ACTION ITEMS

October 16, 2012

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END PROBATIONARY PERIOD:

17. Samantha Dickison – Health Services – Animal Control Worker – 09/19/12 – Rabies Control Fund
18. Carol Tanner – Health Services – Administrative Clerk Senior – 09/22/12 – Immunization Fund
19. Valarie Hereford – Health Services – Administrative Clerk Senior – 09/22/12 – Health Service Fund
20. Matthew J. Waddell – Sheriff’s Office – Detention Officer – 12/20/11 – General Fund
21. Velma Estrada – Child Support – Administrative Clerk – 09/29/12 – General Fund
22. Kari Pratt – Child Support – Case Manager – 08/13/12 – General Fund
23. Karla Sipes – County Attorney – Legal Secretary Senior – 10/22/12 – Attorney’s Justice Enhancement Fund
24. Kevin P. Roberts – Sheriff’s Office – Detention Officer – 10/10/12 – General Fund
25. Sharisse Dee – Sheriff’s Office – Detention Officer – 10/06/12 – General Fund

POSITION REVIEW:

26. Lauryn Mooney – Probation – Administrative Clerk Senior – 10/22/12 – Change in fund code
27. Brenda Cova – Probation – Administrative Clerk Senior – 10/22/12 – Change in fund code
28. Jessica Lynn Cruz – Clerk of the Superior Court – Court Clerk – 09/13/12 – Will not return to the Sheriff’s Office but will remain employed with the Clerk of the Superior Court

HUMAN RESOURCES ACTION ITEMS
OCTOBER 23, 2012

DEPARTURES FROM COUNTY SERVICE:

1. Travis Buckner – Public Works – Vehicle and Equipment Mechanic Senior – 08/06/12 – Public Works Fund – DOH 11/23/09 – Resignation
2. Gladys Stevens – Public Works – Temporary Custodian – 10/08/12 – Facilities Management Fund – DOH 06/28/11 – Resignation
3. Billy Stevens – Public Works – Temporary Custodian – 10/08/12 – Facilities Management Fund – DOH 06/28/11 – Resignation
4. Clifford Carnahan – Sheriff’s Office – Detention Officer – 10/21/12 – General Fund – DOH 01/21/08 – Resignation
5. Nathaneal Cutter – Public Works – Automotive Mechanic – 10/19/12 – Public Works Fund – DOH 05/12/08 – Resignation

HIRES TO COUNTY SERVICE:

6. Teresa Marie Diettrich – Sheriff’s Office – 911 Dispatcher – 10/29/12 – General Fund – Replacing Diana Ortiz
7. Ashlie Enfield-Goss – Sheriff’s Office – Administrative Clerk – 10/29/12 – General Fund – Replacing Linda Allinson
8. Michael Joseph Fucci – Sheriff’s Office – Detention Officer – 10/29/12 – General Fund – Replacing Jonathan Deste

DEPARTMENTAL TRANSFERS:

9. Nancy Neumann – Sheriff’s Office – From Administrative Clerk – To Executive Administrative Assistant – 10/29/12 – General Fund

END PROBATIONARY PERIOD:

10. Melissa Marie Ramos – Sheriff’s Office – Detention Officer – 10/10/12 – General Fund
11. Gary Eggert – Sheriff’s Office – Deputy Sheriff – 10/05/12 – General Fund
12. Barbra White – Health Services – Community Health Assistant – 09/29/12 – Various Funds
13. Marquis Clark – Sheriff’s Office – Deputy Sheriff – 09/12/12 – General Fund

POSITION REVIEW:

14. Stacey Rachelle Bryant – Sheriff’s Office – 911 Dispatcher – 10/29/12 – Change in Position Control Number
15. Joseph Williams – Assessor – Appraiser 1 – 06/29/12 – Correction to Payroll Authorization submitted on 09/19/12

REQUEST PERMISSION TO POST:

16. Health Services – Administrative Clerk Senior – Vacated by Valerie Hereford
17. Sheriff’s Office – Administrative Clerk – Vacated by Nancy Neumann
18. Board of Supervisors Constituent Services 3 – Temporary Community Liaison

**HUMAN RESOURCES ACTION ITEMS
OCTOBER 30, 2012**

REVISED

DEPARTURES FROM COUNTY SERVICE:

1. Mirtha Cerna – Public Works – Custodian PT – 10/13/12 – Facilities Management Fund – DOH 03/05/03 – Resignation
2. Alonso Ramirez – Public Works – Custodian PT – 10/13/12 – Facilities Management Fund – DOH 06/26/00 – Resignation
3. Margaret Toot – Clerk of the Superior Court – Consultant – 10/22/12 – Document Conversion Superior Court Fund – DOH 07/01/72 – Completion of project
4. Carolyn Cummings – Finance – Accountant Senior – 10/17/12 – General Fund – DOH 07/30/12 – Resignation
5. Leonard McIntosh – Probation – Juvenile Detention Officer – 10/17/12 – General Fund – DOH 01/31/11 – Resignation
6. Marion Frank Faubush – Public Works – Temporary Building & Grounds Maintenance Worker – 09/25/12 – Facilities Management Fund – DOH 09/12/12 – Temporary employment ended
7. Patricia Miranda – Public Works – Temporary Custodian – 10/12/12 – Facilities Management Fund – DOH 06/28/11 - Resignation

HIRES TO COUNTY SERVICE:

8. Lisa Dzera – Sheriff’s Office – Administrative Clerk – 10/29/12 – General Fund – Reinstatement
9. Joshua Beck – Health Services – Worksite Wellness Coordinator – 11/05/12 – Population Health Policy Initiative Fund
10. Kristy Ruth Jackson – Globe Regional Justice Court – Justice Court Clerk Associate – 11/05/12 – General Fund – Replacing Leigh Ann Kenton

TEMPORARY HIRES TO COUNTY SERVICE:

11. Karen Rork – Rural Addressing – Temporary Administrative Clerk – 11/05/12 – General Fund
12. James Feezor – Board of Supervisors – Community Liaison – 10/18/12 – General Fund/Constituent Services District 3

DEPARTMENTAL TRANSFERS:

13. Nancy Mach – Health Services – From Community Health Assistant – To Home Visitation Coordinator – 10/11/12 – From Public Health Accreditation Fund – To Maternal, Infants and Early Childhood – Home Visits Fund
14. Carlos G. Mejia – From County Attorney – To Law Library – From Detective – To Bailiff/Interpreter – 11/05/12 – From General Fund – To Law Library Fund
15. Marc Stanley – County Attorney – From Law Clerk – To Deputy County Attorney – 10/22/12 – General Fund

END PROBATIONARY PERIOD:

16. David Christopher Kell – Sheriff’s Office – Detention Officer Sergeant – 10/10/12 – General Fund
17. James Gibson – Public Works – Solid Waste Services Worker – 11/03/12 – Recycling and Landfill Management Fund

HUMAN RESOURCES ACTION ITEMS

October 30, 2012

Page 2

18. Miriam Jones – Globe Regional Justice Court – Justice Court Clerk Associate – 08/27/12 – General Fund
19. Thomas Dando – Public Works – Solid Waste Services Worker – 11/05/12 – Recycling and Landfill Management
20. Debra Gildersleeve – Probation – Probation Aide – 10/24/12 – General Fund

POSITION REVIEW:

21. Gretchen Spier – Probation – Deputy Probation Officer 2 – 10/22/12 – State Aid Enhancement Fund – Correction to salary and change in fund code
22. Lisa Foster – Probation – Deputy Probation Officer 2 – 10/22/12 – Adult Intensive Probation Supervision Fund – Change in fund code
23. Erika Pisano – Probation – Deputy Probation Officer 2 – 10/22/12 – Juvenile Standards Probation Fund – Change in fund code
24. Alison Manista – Probation – Deputy Probation Officer 1 – 10/22/12 – Diversion Intake – Change in fund code
25. Brenda Newton – Probation – Deputy Probation Officer 2 – 10/22/12 – Juvenile Intensive Probation Supervision Fund – Change in fund code
26. Jeremy Soden – Probation – Deputy Probation Officer 2 – 10/22/12 – State Aid Enhancement Fund – Change in fund code

REQUEST PERMISSION TO POST:

27. County Attorney's Office – Detective – Vacated by Carlos Mejia
28. Public Works – Custodian PT – Vacated by Mirtha Cerna

ARF-1533

4- P

Regular BOS Meeting

Meeting Date: 11/13/2012

Reporting Period: Report for County Manager Approved Contracts Under \$50,000 for Weeks Ending 10-12-12 and 10-19-12

Submitted For: Joseph Heatherly

Submitted By: Dana Sgroi,
Contracts
Support
Specialist,
Finance
Department

Information

Subject

Report for County Manager Approved Contracts Under \$50,000 for Weeks Ending 10-12-12 and 10-19-12

Suggested Motion

Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of October 8, 2012, to October 12, 2012 and October 15, 2012 to October 19, 2012.

Attachments

County Manager Approved Contracts Under \$50,000 for Weeks Ending 10-12-12 and 10-19-12

New World Additional Services Agreement No. 1273-121.2A

Continental Flooring Agreement No. 091912 EPS060077

Earthquest Amendment 012412

Digital Imaging Copier Maintenance Agreement 092012

CorrVis 2012-2013 Contract

C.L. Williams Consulting Contract 6510.526 09-2012

Burden Electric Agreement No. 100512-1

Arizona Public Service Interconnection Agreement No. 17914

COUNTY MANAGER APPROVED CONTRACTS UNDER \$50,000

October 08, 2012, to October 12, 2012

Number / Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
New World Systems	New World-P Card Agreement	\$6,000.00 + \$1,200.00 per day if additional support is necessary	10-10-12 to 06-30-14	10-10-12	Expires 06-30-14	Development and implementation of a custom AP Purchasing Card Interface.
091912 EPS060077-1 Continental Flooring	Continental Flooring Agreement No. 091912 EPS060077	\$9,244.68	09-19-12 to 09-18-13	10-10-12	Expires	Furnish and install new carpet tile & LVT in the GCSO 911 dispatch office.
012412 Earthquest Plumbing	Earthquest Amendment 012412	\$2,000.00	02-01-12 to 01-31-13	10-10-12	Expires	Increase original \$2,000.00 contract by another \$2,000.00 to cover unforeseen additional repairs and test to backflows at 16 County facilities in Southern Gila County.
092012 Digital Imaging Systems	Digital Imaging Copier Maintenance Agreement 092012	\$270.00	09-12-12 to 09-11-13	10-10-12	Expires	Maintenance Agreement for Kyocer-TA-4500i copier in GCSO Dispatch office.

October 15, 2012, to October 19, 2012

Number / Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
2012-2013 CorrVis, Inc.	CorrVis 2012-2013 Contract	\$14,400.00	11-01-12 to 10-31-13	10-17-12	Expires 10-31-13	Maintenance and Service Agreement for the video visitation system located in the Gila County Sheriff's jail lobby area.
6510.526/09-2012 C.L. Williams Consulting	CL Williams Consulting Contract 6510.526 09-2012	\$20,000.00	10-16-12 to 02-2013	10-16-12	Expires	Engineering for post design services for the Russell Road Turn Lane & Wall project. During construction there are often design issues that require adjustments to as-builts and/or utility problems that need to be resolved.

100512-1 Burden Electric	Burden Electric Agreement No. 100512-1	\$500.00	10-17-12 to 12-31-12	10-17-12	Expires	Replace the 200 Amp Sub Panel in the inmate kitchen at the Globe Gila County Jail.
17914 APS	17914 APS Interconnection Agreement	\$0.00	-	10-17-12	-	Consent to allow APS to connect to the new solar panel system. There is no monetary compensation associated with this agreement.



October 9, 2012

ADDITIONAL SERVICES AGREEMENT

Mr. Joe Heatherly
Gila County
P.O. Box 1093
1400 East Ash Street
Globe, AZ 85502-1093

Dear Mr. Heatherly:

New World Systems is pleased to provide additional services for development and implementation of a custom AP Purchasing Card Interface.

The attached forms (Exhibits AA, B and G) are to be reviewed and approved by you and/or your authorized representative. They describe the additional services you have requested along with the related fees.

Other than for the purposes of internal review, we ask that you treat our fees as confidential information. This is due to the competitive nature of our business.

The General Terms and Conditions from our original License Agreement are incorporated and continue to apply. Any taxes or fees imposed from the course of this Agreement are the responsibility of the Customer.

We thank you for your continued business with New World Systems. We look forward to working on this project with you.

ACKNOWLEDGED AND AGREED TO BY:

NEW WORLD SYSTEMS® CORPORATION
(New World)

By: Larry D. Leinweber
Larry D. Leinweber, President

GILA COUNTY, AZ
(Customer)

By: _____
Authorized Signature Title

By: [Signature]
Authorized Signature Title

Date: 10-23-12

Date: 10/10/12

Each individual signing above represents that (s)he has the requisite authority to execute this Agreement on behalf of the organization for which (s)he represents and that all the necessary formalities have been met.

The "Effective Date" of this Agreement is the latter of the two dates in the above signature block.

PRICING IS VALID THROUGH DECEMBER 28, 2012.

EXHIBIT AA
TOTAL COST SUMMARY AND PAYMENT SCHEDULE

I. Total cost Summary: Implementation Services

<u>DESCRIPTION OF COST</u>		<u>COST</u>
A.	IMPLEMENTATION SERVICES	\$6,000
1.	IMPLEMENTATION SERVICES as further described in Exhibit B	1,200
2.	CUSTOM SOFTWARE/MODIFICATION SERVICES as further described in Exhibit G	4,800

ONE TIME PROJECT COST: \$6,000

PRICING ASSUMES CONTRACT EXECUTION BY DECEMBER 28, 2012.

EXHIBIT B
IMPLEMENTATION AND TRAINING SUPPORT SERVICES AND FEES

1. Implementation and Training Support Services

Up to 1 day of New World implementation and training support services have been allocated for this project. Additional services requested shall be billed at the Daily Rate.

The installation and training support services are typically performed at Customer's premises but, at Customer's option, may be provided at New World national headquarters in Troy, Michigan. (Other support services often involve services performed at the New World's national headquarters.) Customer agrees to reimburse New World for support trips canceled by Customer less than ten (10) days before the scheduled start date to cover New World's out of pocket costs and lost revenues.

Additional support services provided by New World after execution of this Agreement will be provided at the Customer's daily rate in effect at that time, currently \$1,200 per day.

2. Additional Services Available

Other New World services may be required or requested for the following:

- (a) File conversion assistance;
- (b) Consulting with New World technical staff;
- (c) Modifying the Licensed Standard Software;
- (d) Designing and programming Custom Software;
- (e) Maintaining modified Licensed Standard Software and/or Custom Software;
- (f) New World Consultation with other vendors or third parties;
- (g) Software testing; and/or
- (h) Assistance as Customer is going "live".

Customer may request these additional services in writing using New World's Request For Service (RFS) procedure (or other appropriate procedure mutually agreed upon by Customer and New World).

EXHIBIT G
CUSTOMER REQUESTED STANDARD SOFTWARE ENHANCEMENTS / MODIFICATIONS AND / OR
CUSTOM SOFTWARE

1. Definition of Project

New World will provide the Customer requested Standard Software Enhancements and/or Custom Software as discussed below to address the Customer's requirements. Customer agrees to cooperate in not making modifications and enhancements too extensive as defined in the 2(b)(1) procedure below.

An analysis and assessment to verify the scope of effort for the project will be conducted. A revised estimate for the modifications/interfaces may be provided at the conclusion of the assessment. Customer may elect to cancel or proceed with the modifications/interfaces based on the revised estimate.

Capabilities included in the initial scope:

a) **Custom Software/Interfaces**

With New World providing consultation, Customer is responsible for obtaining technical contacts and/or technical specifications from the third parties involved.

(1) **AP Purchasing Card Interface:**

- One-way user initiated batch process to import purchasing card transactions from the bank, or vendor, to New World's Accounts Payable Purchasing Card Invoices.

2. Methodology to Provide Enhancements and/or Custom Software

a) **Definition of New World's Responsibility**

This project includes the following activities to be performed by New World.

- (1) Review of required features with Customer. Only items identified in Paragraph 1 above will be provided in this implementation plan.
- (2) Preparation of Requirements Document (RD) to include:
 - Detailed description of the required feature
 - menu samples
 - screen samples
 - report samples
- (3) Programming and programming test.
- (4) On-site training, testing and/or other support services at the Daily Rate.

For modification requiring over seven (7) days of work, New World utilizes a design document procedure [see 2(b)(1) below]. For smaller modifications, New World uses a Request For Service (RFS) procedure. Both procedures are reviewed with Customer at a pre-installation planning meeting. The RFS procedure utilizes a form with a narrative description and supporting documentation if applicable to define the work to be done.

**Exhibit G / CUSTOMER REQUESTED STANDARD SOFTWARE ENHANCEMENTS /
MODIFICATIONS AND / OR CUSTOM SOFTWARE**

b) Implementation Schedule

<u>Activity</u>	<u>Targeted Time Period</u>
(1) Complete Design Review with Customer Staff. Customer agrees to be reasonable and flexible in not attempting to design the modifications to be more extensive than called for in the scope (cost and schedule) of this project.	To be determined
(2) New World submits completed RD to Customer.	To be determined
(3) RD is accepted and signed off by Customer (no programming will be done by New World until the formal sign-off and Customer's authorization to proceed in writing).	To be determined
(4) New World completes programming from RD and provides modified software to Customer.	To be determined
(5) Software Modification Acceptance Test based on RD.	To be determined

c) Customer's Responsibility

All Customer requested changes after RD sign-off must be documented by Customer and authorized in writing including potential costs, if any. Additional changes will most likely delay the schedule and may increase the cost.



GILA COUNTY

CONTRACT REQUEST

For departments requesting that a contract be prepared by the Gila County Procurement Group, please complete this form in its entirety. Form may be emailed or sent interoffice to Procurement. Please be sure to attach any backup documentation.

Contract No.: 091912/EPS060077-1
(For Procurement Use Only)

Requesting Department: Sheriff's Office Date: 9/21/12

Contract Title: 1342 Monroe- Install New Carpet Tile & LVT

Contract Start Date: Must find out installation date Contract End Date: _____

Company Title or Vendor Name: Continental Flooring

Contact Name: Laura Kuligowska E-mail: www.continental flooring.com

Address - Street: 9319 N. 94th Way, Suite 1000 Phone: (480) 949-8509

City: Scottsdale

State, Zip AZ 85258

Contract Amount \$ \$9,244.68 Project No.: _____
(If there are multiple fees & projects involved please provide)

Fund: 1005.300.441.000.4200.10 Dept: 300- Program: _____ Location: _____ Account: _____
441

(If there are multiple funds please include all)

STATEMENT OF PURPOSE AND NEED

To install new carpet, tile and LVT at 1342 Monroe

SCOPE OF SERVICE/WORK

*Please provide a **DETAILED DESCRIPTION** of the scope of work/service to be included in the body of the contract. Including special terms/conditions. It is the responsibility of the requesting department to verify all specific information needed in the contract scope of service and specifications are provided below or attached to this form.*

See attached estimate for Scope of Work

Individual Requesting: Amber Warden Extension: 8584

Tommie C. Martin, District I
P.O. Box 2297 Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

Shirley L. Dawson, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8511



Don E. McDaniel Jr., County Manager
Phone (928) 425-3231 Ext. 8761

Joseph T. Heatherly, Finance Director
Phone (928) 425-3231 Ext. 8743

GILA COUNTY
www.gilacountyaz.gov

FAX (928) 425-0319
TTY: 7-1-1

AGREEMENT NO. 091912/EPS060077-1

**FURNISH AND INSTALL FLOORING FOR 911 BUILDING
AT 1342 MONROE STREET IN GLOBE, AZ**

THIS AGREEMENT, made and entered into this 10th day of OCTOBER, 2012, by and between the Gila County Board of Supervisors, a political subdivision of the State of Arizona, hereinafter designated the County, and Continental Flooring Company, of the City of Scottsdale, State of Arizona, hereinafter designated the Contractor.

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

ARTICLE I – SCOPE OF SERVICES: The Contractor shall provide ...

All materials and services contained in Continental Flooring Company's quote dated August 08, 2012. The quote is incorporated by this reference and is identified by Continental Flooring Company as "REVISED I".

ARTICLE II – TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE III - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be

responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

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

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

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

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

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

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

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

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

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

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

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

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

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

- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

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

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

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

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

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

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

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

ARTICLE VII– ANTI-TERRORISM WARRANTY: Pursuant to A.R.S. § 35-393.06(B) and 35-301.06(A) 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.

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

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

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

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

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

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

ARTICLE XIV– TERM: Contract shall be effective date signed by the County Manager and expires January 31, 2013.

ARTICLE XV – PAYMENT/BILLING: Contractor shall be paid \$9,244.68 upon completion of the project as defined in Article I – Scope of Services.

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

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

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

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

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

IN WITNESS WHEREOF, two (2) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

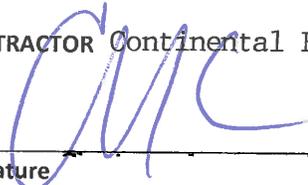
GILA COUNTY



Don E. McDaniel Jr., County Manager

Date: 10/10/12

CONTRACTOR Continental Flooring Company



Signature

Christopher L. Coleman, President
Print Name

Date: September 25, 2012

APPROVED AS TO FORM



Bryan B. Chambers, Chief Deputy County Attorney
for Daisy Flores, County Attorney



9319 N. 94th Way • Suite 1000 • Scottsdale, AZ 85258
 Phone (480) 949-8509 • Toll Free (800) 825-1221
 FAX (480) 945-2603
 Website www.continentalflooring.com

October 8, 2012

County of Gila
 Robert Hickman
 1400 E Ash St
 Globe, AZ, 85501

******* REVISED II *******

RE: 1342 Monroe – Install New Carpet Tile & LVT
Revision I – Correct new materials placement (see drawing for details)
Revision II – Separate Region Charge from Line Items as its own Line
 Arizona State Flooring Contract No. EPS060077-1, Extended by renewal thru 1/31/2013

Dear Mr.Hickman:

In response to your request for quotation, Continental Flooring Company offers the following proposal for your consideration under Arizona State Flooring Contract No. EPS060077-1, Region 2:

Line #	Description	Qty	Price	Extended
1	Region Charge, Region 2 - 109% <i>Separated from line items as customer request</i>			\$706.89
32	Mohawk Icon Collection Style:Sketch Pad, Color: 7868 Autumn Harvest	32 SY	\$17.63 SY	\$564.16
65	Install Glue Down Carpet Tile	32 SY	\$4.37 SY	\$139.84
81	Furnish & Install LVT Armstrong Natural Creations LVT Style: Arbor Art, Color: TP046 Cerisier Miel	1035 SF	\$4.45 SF	\$4,605.75
56	Furnish & Install 4" Rubber Base Roppe, Color: P147 Light Brown	360 LF	\$1.34 LF	\$482.40
62	Furnish & Install Transitions	12 LF	\$2.81 LF	\$33.72
74	Remove Existing VCT	601 SF	\$0.52 SF	\$312.52
89	Scrape Away Adhesive Residue	601 SF	\$0.25 SF	\$150.25
90	Furnish & Install Patch	12 Bag	\$85.00 EA	\$1,020.00
76	Move Modular w/Lift	48 SY	\$8.67 SY	\$416.16
*	Remove & Re-Install Toilets	2 PC	\$135.00 EA	\$270.00
Sub Total				\$8,701.69
Globe Prime contracting tax rate 6.2400% Tax				\$542.99
Total				\$9,244.68

Prices listed in this quote include moving of modular 911 desks with lift system and moving of standard furniture in the 911 section. Standard furniture moving includes moving of regular desks, chairs, 2 drawer file cabinets, half empty 4 drawer filing cabinets and empty bookcases.

Not included in moving of standard furniture is the moving of sensitive electronic equipment such as computers, telephones, copiers and such. You should have your IT department or facilities department coordinate the moving of all electronic items. A guide sheet regarding what to do before installation begins is included with this quote and another copy will be sent to you once an installation date is set.

Prices listed in this quote include removal and reinstallation of 2 existing toilets. Continental Flooring Company will provide only a new wax ring as part of this R&R. Our flooring technicians do not carry plumbing parts and are only qualified to remove and reinstall toilets at the wax ring. The Owner accepts all responsibility for ensuring all other connections are in good working order and will hold Continental Flooring Company harmless relating to plumbing.

Prices listed in this quote include sub floor leveling in the two east offices and standard sub-floor preparation. Standard sub-floor preparation consists of 25lbs of patch for every 300 square yards of material, except as otherwise noted. Should any unforeseen sub-floor conditions exist additional charges will apply.

Continental Flooring does not test for asbestos or provide asbestos abatement. The Owner represents that they have taken all necessary steps to insure that no asbestos exists on this project. The Owner accepts all responsibility for the testing and removal of asbestos and will hold Continental Flooring harmless relating to asbestos. The owner will provide related certification to continental flooring if required.

Once your purchase order is delivered to Continental Flooring Company, materials for your installation will be ordered. Cathy Gordon, *operations coordinator* (480) 949-8509 ext. 289 will contact you when the material for this installation has been received and provide a proposed installation date for your approval.

Thank you for the opportunity to quote to you on this project. Should you have any questions, or require additional information, please call me at (480) 949-8509 ext. 285 or on my mobile at (602) 690-6978 or email me directly at laurak@continentalflooring.com.

Respectfully,


Laura Kuligowska
Continental Flooring Company
Celebrating over 30 years of flooring the public sector

Gila County 1342 Monroe

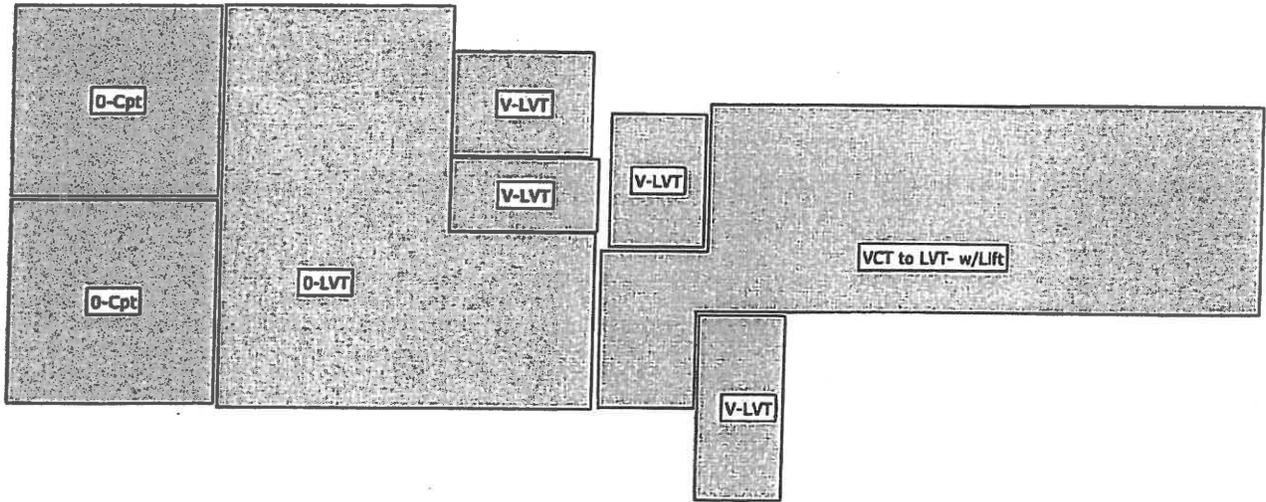
08 August 2012 : Gila County 1342 Monroe

Current screen

Continental Flooring

REVISED I

Scale 1:120 (original drawing scale 1:96)





AMENDMENT NO. 1
GILA COUNTY PROFESSIONAL SERVICE CONTRACT NO. 012412
SOUTHERN GILA COUNTY
BACKFLOW TESTING AND REPAIRS

Effective March 07, 2012, Gila County and Earthquest Plumbing, Inc. entered into an agreement whereby Earthquest Plumbing Inc. would perform the annual backflow testing at multiple county facilities in Globe, Arizona and repair and/or replace material as needed per county approval.

Amendment No. 1 to contract 012412 will increase the amount of the contract by a total of \$2,000.00. The additional funds are necessary due to the amount of backflows that need to be retested and have repairs performed.

SCOPE OF SERVICES:

Annual backflow testing monitors the health and safety mechanisms designed to protect water purity of domestic potable water systems and are required by Arizona state and local laws and ordinances.

The contractor shall perform the annual backflow testing at multiple county facilities in Globe, Arizona and repair and/or replace material as needed per county approval.

IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 10th day of OCTOBER, 2012
~~2011.~~

GILA COUNTY:



Don E. McDaniel Jr., County Manager

Date: 10/10/12

EARTHQUEST PLUMBING



Signature

Timothy W. Haas

Print Name

Date: 10/3/12

EXECUTIVE SUMMARY FORM

Contract Name: Copier Maintenance Agreement Contract No.: 092012

Statement of Purpose and Need (3-5 Sentences)

Maintenance Agreement for a Kyocera-TA-4500i copier located in the Gila County Sheriff's Office Dispatch at 1177 E. Monroe Street, Globe, AZ. Contract type: includes parts, labor, supplies (excluding paper & staples). Contract: includes parts, labor, drum, fuser, toner, developer. 60,000 copies per year at \$.0045/per copy. Excess copies billed at \$.0045/each.

Contract End Date: 09-12-12 TO 09-11-13

Renewal Option: Yes
 No

Maximum Dollar Limit: \$270.00

Contract Information

Firm Name: Digital Imaging Systems Contact Person: _____

Address: 6890 N. Camino Martin, Suite 120 Phone No: 520-797-3671

City: Tucson State: AZ Fax: 520-797-3681 Email: Digital-imaging@att.net

Fund: Sheriff's Office

Type of Funds: Restricted
 Grant
 General Fund
 Other

Fund Code: 1005.300.440.000.4140.40

Date Sent for Legal Review: N/A

Date Returned: _____

Special Notes:

Empty box for Special Notes.



6890 N Camino Martin, Suite 120
Tucson, Arizona 85741

Phone: 520.797.3671 ♦ Fax: 520.797.3681 ♦ Email: digital-imaging@att.net

Maintenance Agreement

Company Name: Gila County Sheriff's Office - (Mohave Contract Pricing)

Contact: _____ Title: _____

Address: 1177 E. Monroe Street

City: Globe State: AZ Zip Code: 85501

Phone: (928) 425-4449 Ext.: _____ Fax: _____

Make/Model: Kyocera - TA-4500i S/N: _____

Equipment ID#: _____ BMR: 0 Date: _____

Contract Type:

- Standard Service: Includes Parts & Labor
- Full Service: Includes Parts, Labor & Supplies (excluding Paper & Staples)
- Premium Service: Includes Full plus 7 day a week, 7 a.m. – 7 p.m. service availability

Contract Term:

- Annually
- Monthly
- Quarterly

Contract Includes:

- Parts
- Labor
- Drum
- Fuser
- Toner
- Developer

Contract Pricing:

- Copy Allowance 0
- Rate \$ _____
- Excess Copies Billed at \$.0045 ea.

Comments: Billed Monthly in arrears

I have read the Agreement and agree to the terms and conditions set forth (see back).

[Signature] 10/10/12
Authorized Signature Date

[Signature] 9/21/12
Digital Imaging Systems, LLC Date

TERMS AND CONDITIONS

1. **TERMS.** This Contract shall become effective when signed by the Customer and an authorized Digital Imaging Systems, LLC (Digital) representative and shall remain in force for a period of one (1) year on all products, copier terms shall be one (1) year or the copy volume as specified on the reverse, whichever comes first. This Contract will automatically renew for successive similar periods and copy volumes, as applicable, provided that Customer is not then in default. Should Digital receive an increase in costs, only the actual increase will be passed to Customer during the next billing cycle.
2. **OPTIONS.** **Standard Service** includes all parts and labor services from 8:00 a.m. – 5:00 p.m., Monday through Friday. **Full Service** includes all parts, labor services from 8:00 a.m. – 5:00 p.m. Monday through Friday, and all supplies excluding paper. **Premium Service** includes all Full Service plus extended labor services from 7:00 a.m. – 7:00 p.m.
3. **COMPENSATION TO DIGITAL.** Pertaining to copiers only, this Contract is based on an average monthly volume of clicks. In the event that Customer's contract volume, as stated on the face of this document, is exceeded within the term of this Contract an additional charge per click will be billed to Customer at the per click rate set forth. If a current meter reading is not made available to Digital, billing will be based on an estimated volume. This estimate will be determined by Digital either on the basis of past Customer usage history or if no history exists, by a reasonable determination by Digital.

For all products, the initial annual charge for maintenance under this Contract shall be the amount set forth on the face of this document. The annual maintenance charge for any renewal term will be the charge in effect at the time of renewal. Customer agrees to pay the total of all charges for maintenance during the initial term, as well as any renewal term thereafter, within ten (10) days of Digital's invoice date for such charges. Customer understands any alterations, attachments or specification changes may require an increase in maintenance charges, and Customer agrees to pay such charges promptly when due.

The amount of compensation to be paid to Digital by Customer shall be increased by an amount equal to applicable tax now or hereafter assessed, levied, or imposed by any federal, state or local authority. This contract is contingent upon Customer meeting the credit standard set forth by Digital. In the event that Customer does not meet the credit standard, this Contract shall be null and void and of no force or effect. If declined, Digital will notify Customer of the credit determination within sixty (60) days after the commencement of this maintenance agreement. Digital reserves the right, from time to time, to review Customer's credit standards should any payments be made later than ten (10) days from the invoice date for such charges to Customer.
4. **ADVANCE INSPECTION.** Digital reserves the right to inspect all equipment to be covered under this Contract to determine that it meets manufacturer's standards and is in good mechanical condition as of the effective date of this Contract. Should Digital determine that the equipment required repair or overhaul prior to entering into this Contract, such repair or overhaul, if authorized by Customer will be made at Digital's standard hourly rate, plus parts required and promptly billed and paid by Customer.
5. **MAINTENANCE.** Customer shall notify Digital when maintenance service is requested and will give Digital full access to the equipment.
 - A. Digital agrees to make all necessary adjustments and repairs during normal business hours to keep the equipment in good operating condition in accordance with Digital's policies then in effect. Normal business hours shall be defined as 8:00 a.m. – 5:00 p.m. Monday through Friday, holidays excepted.
 - B. Digital will replace without charge, parts which have become broken or worn through normal use and are necessary to equipment servicing and maintenance adjustment. This Contract covers all labor necessary for cleaning, lubrication, technical adjustments and replacement of parts, EXCEPT
 1. Repairs resulting from causes other than normal use; abuse or misuse by Customer (including without limitation, damage to copier drums and use of supplies or spare parts that do not meet manufacturer's specifications and which cause abnormally frequent service calls or service problems); accident, transportation, electrical power failure, air conditioning or humidity control.
 2. Repairs made necessary by service performed by other than a Digital authorized representative.
 3. Service calls or work the Customer requests to be performed outside Digital's normal business hours.
 4. Shop repair, reconditioning, rebuilding, overhauls or modifications of the equipment. The hourly charge for any of these repairs is \$65.00 per hour and the parts will be charged at 15% above cost.
 - C. "After hours" or overtime service requested by Customer will be provided on an "if available" basis, and charged to Customer at Digital's overtime rate. If a special call is requested for the mere purpose of installing such consumable supplies, Customer will be charged Digital's normal hourly rate. Additional freight charges will be applied when Customer requests delivery of supply items by a carrier other than normal delivery means as specified by Digital.
6. **KEY OPERATOR INSTRUCTION.** Customer shall provide a Key Operator for each shift of operation, and shall at Digital's request ensure that all operators are instructed by Digital in the use and care of the equipment. Customer's Key Operator shall be responsible for notifying Digital when preventative maintenance needs to be performed according to equipment specifications, to be scheduled at Digital's earliest opportunity. Should Customer's Key Operator change, Customer is responsible to see that the equipment remains in an area where the temperature, airflow and electrical requirements meet those of the manufacturer's specifications and that the area selected allows Digital maintenance personnel reasonable access for repairs.
7. **TERMINATION OF CONTRACT.** This Contract may be terminated immediately by Digital for any one of the following reasons:
 - A. Failure of Customer to pay any amount which is due hereunder;
 - B. Discovery by Digital that the machine is not being used in accordance with the intended purpose;
 - C. Discovery by Digital of lack of proper maintenance by Customer between scheduled preventative maintenance calls;
 - D. Abuse of the equipment by Customer and/or any equipment operators;
 - E. If in the reasonable opinion of Digital, equipment services requires removal to a Digital location, and Customer denies the removal;
 - F. The transfer of the equipment from its present location beyond a fifty (50) mile radius of any Digital facility. In this event, Digital may at its option not terminate the Contract, but rather by mutual agreement increase the compensation payable pursuant to Paragraph 2;
 - G. If Customer does not pay all charges for maintenance or parts as provided hereunder, promptly, when due: (1) Digital may (a) refuse to service the equipment or (b) furnish service on a C.O.D. "per call" basis at published rates, and (2) Customer agrees to pay Digital's costs and expenses of collection which include the principle balance plus 16% simple interest per annum, Digital's reasonable attorney's fees (whether or not litigation is commenced or prosecuted to final judgment) and, in addition thereto, all court costs in connection with any legal proceeding.
 - H. At the time of termination, any and all unused supplies and/or parts shall be returned to Digital within 5 Business Days or the supplies will be invoiced to Customer at full retail value.

This contract may be terminated by either party by giving written notice thirty (30) days prior to the expiration date of this Contract. If not cancelled, this Contract will renew automatically for another twelve (12) months.
8. **DELAYS BEYOND CONTROL OF DIGITAL.** Digital assumes no liability for delays or failures hereunder caused by government, acts of God, labor difficulties, and causes beyond Digital's control, or for damages resulting from delays in performing the services under this Contract or any consequential damages whatsoever.
9. **MODIFICATION AND/OR TRANSFER OF CONTRACT.** No amendment, change, or modification of this Contract shall be valid unless in writing and signed by an Officer of Digital except with prior written consent of Digital, which consent will not be unreasonably withheld, this Contract is not transferable.
10. **NO WARRANTY.** Other than the obligations set forth herein, Digital disclaims all warranties, express or implied, which includes any implied warranties of merchantability, fitness for user, or fitness for a particular purpose. Digital shall not be responsible for direct, incidental, or consequential damages, including but not limited to, damages arising out of the use or performance of the equipment or the loss of the equipment.
11. **MISCELLANEOUS.** This Contract shall be governed by and construed according to the laws of the State of Arizona, in which Digital is located, applicable to agreements wholly negotiated and performed in such State.

ATTACHMENT "A"

Anti-Terrorism Warranty: Pursuant to A.R.S. §35-393.06(B) and 35-391.06(A) 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.

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

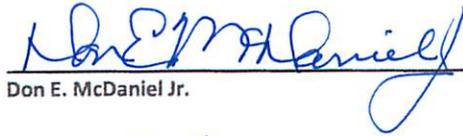
Any breach of Firm's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Firm to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Firm 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.

Firm 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."

Cancellation: This agreement is subject to cancellation pursuant to A.R.S. §38.511.

GILA COUNTY:

GILA COUNTY MANAGER


Don E. McDaniel Jr.

10/10/12
Date

DIGITAL IMAGING SYSTEMS


Individual Authorized to Sign

Shana Almon
Print Name

Managing Member
Title

APPROVED AS TO FORM:


Bryan B. Chambers, Chief Deputy County Attorney
for Daisy Flores, County Attorney

9/21/12
Date

Standard and Published Rate Schedule

Service Contracts and Relationships to Meet Any Need

Gila County Jail, Globe Arizona

Monthly Service Contract and Support Options

Check One	Monthly	Term	Payment
<input checked="" type="checkbox"/>	\$1,200	1 year	Pre-paid Qtrly

Comprehensive support plan as follows:
 Regular system monitoring via remote VPN link
 Complete software updates and patches
 Unlimited telephone support
 Five (5) Proactive Maintenance visits per year (Usually with more than 1 technician)
 One (1) Emergency Visits per year
 Should the site require more than 6 visits per year, Service Contract Rates below apply
 CorrVis will provide any other spare parts and bill for parts used separately from this plan.
 CorrVis will stock spare parts
 This represents an annual savings, plus greatly improved service response and technical expertise.
 CorrVis management originally designed and programmed the Gila County System.
 Complete system administration and asset control
 Complete history of service and repairs
 Discounted rates for budgeted projects

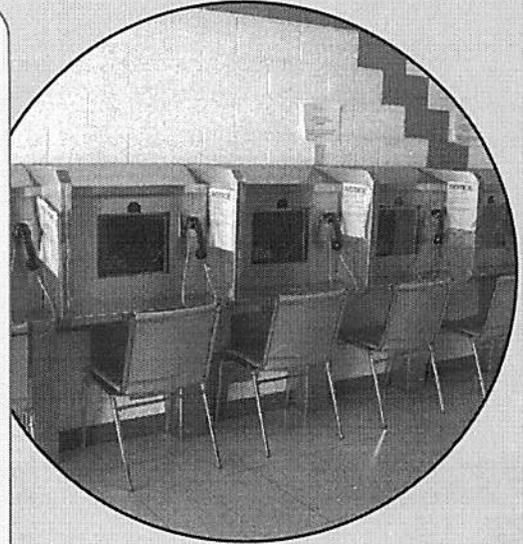
Client approves the plan checked above and authorizes quarterly payments.
 12/7/11
 Authorized Approval Date

LABOR SCHEDULES						
	RECOMMENDATION OPTION 1		ALTERNATE OPTION 2		ALTERNATE OPTION 3	
	Service Contract		Time and Materials		Emergency	
FLAT DAILY RATE, FIRST DAY						
First Technician	1400 *		3750		5000	
Second Technician	1400 *		3750		5000	
Third Technician	1400 *		3750		5000	
FLAT DAILY RATE, SECOND + DAYS						
First Technician	1200		2950		4200	
Second Technician	1200		2950		4200	
Third Technician	1200		2950		4200	
RESPONSE TIME BY SERVICE RELATIONSHIP						
	Service Contract		Time and Materials		Emergency	
PHONE	1	HR	8	HR	24	HR
EMERGENCY	48	HRS	7	DAYS	14	DAYS
NON-EMERGENCY	14	DAYS	30-45	DAYS	45-60	DAYS

* Under Service Contract, "First Day Rate" is inclusive of Travel and Expenses

The Benefits of a CorrVis Service Contract

- Most favorable response times
- Lowest service rates
 - Rates reduced even further for budgeted projects
- Unlimited phone support (24 x 7 x 365)
- Remote system monitoring and management
 - Early detection and resolution of issues
 - Trend analysis
 - Preventive maintenance
- Complete system administration
 - Asset management
 - Spare parts control, serial number tracking
 - System service history
 - Management of product warranties
- Software upgrades and patches
- Advisement and counseling on system enhancements
- Disaster recovery plans and contingencies
- Pre-testing and certification of all system components
- Support of detectives for intel stations and recording
- Recurring training as required
- Complete outsourced management of the vital video visitation system, plus the cost savings of having County personnel assisting with routine, station-level repairs
- Unique expertise specific to Gila County



Video Visitation Service Agreement General Policies

Warranty

Items that are still under original manufacturer warranty will be covered until expiration of such warranty. Generally, this does not include CorrVis time and expense to process items under warranty for the client. CorrVis assumes no responsibility for previous warranties issued by other companies nor will it extend those warranties. Items out of original manufacturers' warranty will be repaired or replaced based on time and materials expense. Advanced replacements are not provided.

Spare Parts

An inventory of spare parts shall be secured on site at the facility. The inventory will be managed by CorrVis to include ordering of parts and shipping repaired or replaced items to the site. All spare parts ordered to replenish inventory depletion will be invoiced to the county. To ensure the continuity of the system, all replacement parts will be purchased through CorrVis on an as-needed basis.

Response Time

CorrVis will regularly log into the video visitation system remotely via an established Virtual Private Network (VPN) connection to verify system

functionality, provide updates, and identify the status of the field stations. Though this action will occur on a regular basis, it may be required in some cases, that a CorrVis representative travel to the site for more complex issues. CorrVis will work with local support staff of the county to resolve issues that may arise via the remote VPN connection. CorrVis will respond to emergency situations within 1 hour via telephone and up to 48 hours onsite for service contract customers.

Travel

Under a service agreement, CorrVis is responsible for all travel expenses when visits are scheduled 14 days in advance. Any travel during emergency or non-agreement circumstances are subject to invoice prior to responding to service calls.

Rates

Rates for service agreements are as outlined. CorrVis has a standard reduced rate that applies to service agreements. For all emergency and non-agreement relationships, the rate will be for time, materials, expenses and may require a deposit prior to responding to the service call.

CORRVIS



Correctional Visitation Technologies, Inc.

Approved and Agreed:

Nicholas Temple, President	<i>Nicholas Temple</i>	11/21/11
Gila County Manager	<i>Donna St. Daniel</i>	12/7/11
Approved as to form		
Bryan B. Chambers Chief Deputy County Attorney	<i>Bryan B. Chambers</i>	12-5-11

This agreement shall become effective November 1, 2011 and expire October 31, 2012.

ADDENDUM TO CORRVIS SERVICE CONTRACT NOVEMBER 1, 2011

CANCELLATION PURSUANT TO A.R.S. §38-511

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

ANTI-TERRORISM CERTIFICATION

Pursuant to A.R.S. §§ 35-391 through 35-393.06, CorrVis certifies by signing this Contract that it does not have scrutinized business operations in Iran or Sudan and that it is in compliance with the Export Administration Act and not on the Excluded Parties List.

LEGAL ARIZONA WORKERS ACT COMPLIANCE

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

Any breach of CorrVis'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 CorrVis 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, CorrVis 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, (subject to County approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

CorrVis 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."

Tommie C. Martin, District I
P.O. Box 2297 Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

Shirley L. Dawson, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753



Don E. McDaniel Jr., County Manager
Phone (928) 425-3231 Ext.8761

Joseph Heatherly, Finance Director
Phone (928) 425-3231 Ext. 8743

FAX (928) 425-0319
TTY: 7-1-1

GILA COUNTY

www.gilacountvaz.gov

PROFESSIONAL CONSULTING SERVICES CONTRACT NO. 6510.526/09-2012
POST DESIGN SERVICES FOR RUSSELL ROAD IMPROVEMENT PROJECT

THIS AGREEMENT, made and entered into this 16th day of October, 2012, by and between the Gila County Board of Supervisors, a political subdivision of the State of Arizona, hereinafter designated the **COUNTY**, and C.L. Williams Consulting, Inc. of the City of Pinetop, County of Navajo State of Arizona, hereinafter designated the **CONSULTANT**.

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

ARTICLE I – SCOPE OF SERVICES: The Gila County Public Works Division (County) has requested C.L. Williams Consulting, Inc. (CLW) to prepare a scope of services to assist in post design services for the Russell Road Paving Improvement Project near Claypool, Arizona.

During the design phase of the project there were numerous conflicts with utilities within the project. Due to the complex nature of construction within the right-of-way there are unforeseeable significant questions and potential design requests that will be generated by the contractor, the utilities and the County during the construction.

This contract will allow for potential supplemental professional services during construction. The Scope of Work tasks included in this scope of services are:

- Supplemental Design for site specific conditions necessitated by Construction Activities
- Support to County staff for Construction Administration
- Review of Contractor Material Submittals
- Review of Contractor Requests for Payment
- On-Site inspection of Sub-Surface site conditions revealed during Construction Activities

Task 1: Supplemental Design

The work under this task will include supplemental design to account for conflicts with existing utility infrastructure encountered during construction. The designs will be prepared for clarifications or to support Contractor change orders as needed.

Task 2: Support for Construction Administration

CLW will provide support to County staff for interpretation of plans and specifications as may be required to insure Contractor compliance with Project requirements. Activities under this task will include attendance at the Pre-Construction Meeting and may include attendance at Project Progress Meetings. Activities under this task may also include response to Contractors and County's requests for other additional information.

Task 3: Review of Contractor Material Submittals

CLW will review Contractor material submittals for compliance with Contract specifications. Activities under this task may include review of Contractor shop drawings as well.

Task 4: Review of Contractor Requests for Payment

CLW will review Contractor requests for payment and make recommendations for payment or pay request modifications as is appropriate. Activities under this task include coordination with County inspectors to insure that billed quantities coincide with installed quantities.

Task 5: On-site Inspection of Sub-Surface Site Conditions

CLW will provide on-site inspection of sub-surface site conditions revealed during Construction Activities as requested by the County at critical locations throughout the Project. In particular this inspection will be conducted at the area of utility and drainage structure relocation where Water Tank Wash crosses Russell Road.

ARTICLE II – INDEMNIFICATION CLAUSE: Consultant shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Consultant or any of its owners, officers, directors, agents, employees or 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 Consultant to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Consultant from and against any and all claims. It is agreed that the Consultant will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Consultant agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Consultant for the County.

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

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

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

1. Commercial General Liability – Occurrence Form

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

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

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

2. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

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

3. Professional Liability (Errors and Omissions Liability)

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

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

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

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

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

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

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

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

ARTICLE IV – 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 Consultant's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Consultant shall further ensure that each subcontractor who performs any work for Consultant under this contract likewise complies with the State and Federal Immigration Laws.

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

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

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

ARTICLE V – SCHEDULE & FEES: Upon receipt of the Notice to Proceed and all requested information it is anticipated that this scope of services will run concurrent with the Russell Road Paving Improvement Construction Contract scheduled to be completed in February 2013.

The Consultants fees for the tasks outlined in the Scope of Services will not exceed the following amounts. The fees will be billed on a Time and Materials basis as follows:

Task Number	Task Description	Fee
1	Supplemental Design	\$ 2,500.00
2	Support for Construction Administration	\$ 9,760.00
3	Review of Contractor Material Submittals	\$ 2,740.00
4	Review of Contractor Requests for Payment	\$ 1,880.00
5	On-Site Inspection of Sub-Surface Site Conditions	<u>\$ 3,120.00</u>
	TOTAL AMOUNT:	\$20,000.00

2012
FEE SCHEDULE
(Same as Calendar Year 2008)

Professional

Engineering Technician.....	\$ 45.00
CADD Draftsman.....	\$ 75.00
Designer.....	\$ 88.00
Planner.....	\$ 89.00
Hydrologist.....	\$ 94.00
Project Engineer.....	\$ 105.00
Project Manager.....	\$ 115.00
Project Principal	\$ 130.00

Administrative

Administrative Clerk.....	\$ 27.00
Word Processor/Admin. Support.....	\$ 42.00

Extraordinary reproduction, special printing and any other services performed by a subcontractor, will be billed at cost.

Construction

Construction Observer.....	\$ 70.00
Resident Engineer.....	\$ 105.00
Construction Manager.....	\$ 100.00

Reimbursable In-House Costs (When Approved)

Photo Copies (B & W).....	\$0.07/Each
Thermal Plots.....	\$0.45/S.F.
Color Copies (up to 8.5"x11").....	\$1.50/Each
Mileage(when approved).....	\$0.49/mile
Color Copies (up to 11"x17").....	\$2.50/Each

Court Appearances, Expert Witness Testimony, Depositions and Preparation for Testimony \$220.00 per hour.

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

ARTICLE VII – A.R.S. §35-397: Pursuant to A.R.S. §35-397 the Consultant certifies that it does not have scrutinized business operations in Iran or Sudan and in compliance with the Export Administration Act and not on the Excluded Parties List.

ARTICLE VIII – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. § 38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination. The Consultant shall be considered in default of this contract and such default will be considered as cause to terminate the contract for any of the following reasons if the Consultant:

- a. Fails to perform the work under the contract within the time specified in the “Notice to Proceed”;
or
- b. Fails to perform the work or fails to provide sufficient workers, equipment or data to assure completion of work in accordance with the terms of the contract; or
- c. Performs the work unsuitably or neglects or refuses to follow the Scope of Work; or
- d. Discontinues the prosecution of the work; or
- e. Fails to resume work which has been discontinued within a reasonable time after notice to do so;
or
- f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency; or
- g. Makes assignment for the benefit of creditors.
- h. If it is found that gratuities were offered or given by the Engineer or any agent or representative of the Engineer, to any officer or employee of the County

ARTICLE IX – PAYMENT: The Scope of Services as outlined above will be performed on a lump sum basis with a not-to-exceed without written authorization budget of \$20,000.00. Additional work, as authorized, will be performed on a Time and Materials basis per a mutually agreed upon fee between the County and the Consultant.

Compensation shall follow guidelines for A.R.S. §34-221. Each invoice must include itemized task and dollar figure for each task completed. Each invoice must show a signature by the county representative confirming services rendered and authorizing payment.

IN WITNESS WHEREOF, three (3) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

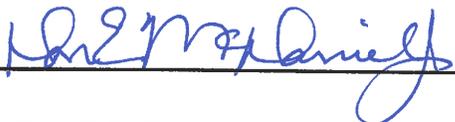
In return for the performance of the Contract by the **Consultant**, the **County** agrees to pay an amount of not more than **\$20,000.00** including all applicable taxes through a payment schedule as described in the Contract documents and as may be modified and executed by change orders.

PROFESSIONAL CONSULTING SERVICES CONTRACT NO. 6510.526/09-2012

POST DESIGN SERVICES FOR RUSSELL ROAD IMPROVEMENT PROJECT

GILA COUNTY:

C.L. WILLIAMS CONSULTING, INC.:



Don E. McDaniel, Jr., County Manager



Signature of Consultant

CHARLES L. WILLIAMS

Print Name

APPROVED AS TO FORM:



**Bryan B. Chambers, Chief Deputy County Attorney
for Daisy Flores, County Attorney**

Russell Road Paving Improvement Project, Globe, Arizona

Scope of Services for Post Design Services

September 5, 2012

The Gila County Public Works Division (County) has requested C.L. Williams Consulting, Inc. (CLW) to prepare a scope of services to assist in post design services for the Russell Road Paving Improvement Project near Claypool, Arizona.

During the design phase of the project there were numerous conflicts with utilities within the project. Due to the complex nature of construction within the right-of-way there are unforeseeable significant questions and potential design requests that will be generated by the contractor, the utilities and the County during the construction.

This contract will allow for potential supplemental professional services during construction. The Scope of Work tasks included in this scope of services are:

- Supplemental Design for site specific conditions necessitated by Construction Activities
- Support to County staff for Construction Administration
- Review of Contractor Material Submittals
- Review of Contractor Requests for Payment
- On-site inspection of Sub-Surface site conditions revealed during Construction Activities

Task 1: Supplemental Design

The work under this task will include supplemental design to account for conflicts with existing utility infrastructure encountered during construction. The designs will be prepared for clarifications or to support Contractor change orders as needed.

Task 2: Support for Construction Administration

CLW will provide support to County staff for interpretation of plans and specifications as may be required to insure Contractor compliance with Project requirements. Activities under this task will include attendance at the Pre-Construction Meeting and may include attendance at Project Progress Meetings. Activities under this task may also include response to Contractors and County's requests for other additional information.

Task 3: Review of Contractor Material Submittals

CLW will review Contractor material submittals for compliance with Contract specifications. Activities under this task may include review of Contractor shop drawings as well.

Task 4: Review of Contractor Requests for Payment

CLW will review Contractor requests for payment and make recommendations for payment or pay request modifications as is appropriate. Activities under this task include coordination with County inspectors to insure that billed quantities coincide with installed quantities.

Task 5: On-site Inspection of Sub-Surface Site Conditions

CLW will provide on-site inspection of sub-surface site conditions revealed during Construction Activities as requested by the County at critical locations throughout the Project. In particular this inspection will be conducted at the area of utility and drainage structure relocation where Water tank Wash crosses Russell Road.

SCHEDULE & FEES

Upon receipt of the Notice to Proceed and all requested information it is anticipated that this scope of services will run concurrent with the Russell Road Paving Improvement Construction Contract scheduled to be completed in February 2013.

Our Professional Fee Schedule for the tasks outlined in this Scope of Services is as follows and will be billed on a Time and Materials basis:

Task Number	Task Description	Fee
1	Supplemental Design	\$2,500
2	Support for Construction Administration	\$9,760
3	Review of Contractor Material Submittals	\$2,740
4	Review of Contractor Material Submittals	\$1,880
5	On-site Inspection of Sub-Surface Site Conditions	\$3,120
Total Amount.		\$20,000

EXECUTIVE SUMMARY FORM

Contract Name: Replace 200 Amp Sub Panel-Globe Gila County Jail Contract No.: 100512-1

Statement of Purpose and Need (3-5 Sentences)

Replace the 200 Amp Sub Panel in the inmate kitchen at the Globe Gila County Jail.

Contract End Date: 12-31-12

Renewal Option: Yes
 No

Maximum Dollar Limit: \$500.00

Contract Information

Firm Name: Burden Electric LLC Contact Person: Rodney H. Burden

Address: P.O. Box 628 Phone No: 480-747-0064 Cell

City: Globe State: AZ Fax: 928-402-0379 Email: burdenelectric@aol.com

Fund: _____

Type of Funds: Restricted

Fund Code: 1005.300.442.000_4130.50

Grant

General Fund

Other

Date Sent for Legal Review: N/A

Date Returned: _____

Special Notes:

1005.300.442.000_4130.50 \$ 500.00

Tommie C. Martin, District I
P.O. Box 2297 Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

Shirley L. Dawson, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8511



Don E. McDaniel Jr., County Manager
Phone (928) 425-3231 Ext.8761

Joseph T. Heatherly, Finance Director
Phone (928) 425-3231 Ext. 8743

GILA COUNTY
www.gilacountyaz.gov

FAX (928) 425-0319
TTY: 7-1-1

SERVICE AGREEMENT NO. 100512-1
REPLACE 200 AMP SUB PANEL-GLOBE GILA COUNTY JAIL

THIS AGREEMENT, made and entered into this 17 day of Oct, 2012, by and between Gila County a political subdivision of the State of Arizona, hereinafter designated the County, and **Burden Electric LLC**, of the City of Globe, State of Arizona, hereinafter designated the Engineer.

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

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide for the complete provision in the scope of work below in a good and workmanlike and substantial manner and to the satisfaction of the County under the direction of the Gila County Facilities Manager or designee. All work must be performed in conformance with industry standards and best practices.

Scope of Work:

Contractor will provide material and labor for the replacement of the 200 amp sub panel in the inmate kitchen area of the jail in Globe, Arizona, per attached Burden Electric LLC Proposal dated 09-20-12 and incorporated into this agreement by this reference.

ARTICLE 2 – TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 – INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

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

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

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

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

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

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

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

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

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

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

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

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

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

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

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

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

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

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

ARTICLE 5 - LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws. Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

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

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

ARTICLE 6 - LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the

applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 7- ANTI-TERRORISM WARRANTY: Pursuant to A.R.S. § 35-393.06(B) and 35-301.06(A) 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.

ARTICLE 8 - CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 9 - RELATIONSHIP OF THE PARTIES: Contractor is an independent Contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 - NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 11 - NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 12 - GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 13- TERM: Contract shall be effective date signed by the County Manager and expires December 31, 2012.

ARTICLE 14 – PAYMENT/BILLING: Contractor shall be paid a flat fee of \$ 500.00 for completion of the project outlined in the scope of services.

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

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

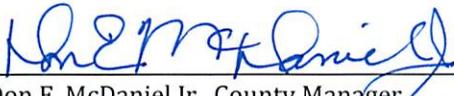
Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the Contractor.

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

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

IN WITNESS WHEREOF, Service Agreement No. 100512-1 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY



Don E. McDaniel Jr., County Manager

Date: 10/17/12

BURDEN ELECTRIC LLC

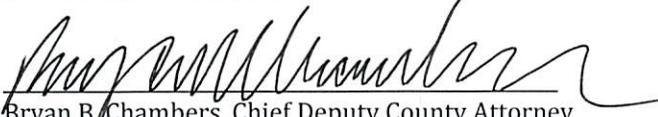


Signature

Rodney H Burden
Print Name

Date: 10-8-12

APPROVED AS TO FORM



Bryan B. Chambers, Chief Deputy County Attorney
for Daisy Flores, County Attorney



Burden Electric LLC

ROC 115534
RESIDENTIAL

ROC 115533
COMMERCIAL

PROPOSAL
9-20-12

SUBMITTED TO:
David Hom <i>Gila Sanicities County</i>

ADDRESS:	JOB LOCATION:
Globe Sheriff Department.	

Burden Electric LLC
P.O. Box 628
Globe AZ, 85502
Phone: 928-402-0379
Fax: 928-402-0379 call ahead
Cell: 480-747-0064
Email: burdenelectric@aol.com

We here by proposed to furnish the materials and perform the labor necessary for the completion of the following:

Replacement of 200 amp sub panel in kichen area.

Our Price Will Not Include the Following: Any repair or replacement of any damage of material /completed work that is caused by any Company, crew, or person not affiliated with Burden Electric LLC. Also, note any Utility, or Inspection Fees are not included.

All material and work to be performed in accordance with the drawings and specifications submitted for above work, and completed in a workman like manner for the sum of: \$500.00

Payment to be made as follows: Completion of job.

Terms NET

Any alterations or deviation from the above specifications involving extra cost will be executed only upon written order, and will become an extra charge over and above the estimate contingent upon strikes, accidents, or delays beyond our control.

NOTE—This proposal may be withdrawn by us if not accepted within 10 Days.

AUTHORIZED BURDEN ELECTRIC LLC REPRESENTATIVE:

Signature: *[Handwritten Signature]* Date: 10-8-12

CUSTOMER

Signature: _____ Date: _____

The above prices, specifications and conditions are satisfactory and are hereby accepted. Work has been authorized and payments will be as above.

AGREEMENT FOR THE INTERCONNECTION
OF CUSTOMER'S GENERATION
FACILITY TO THE APS DISTRIBUTION SYSTEM
BETWEEN
ARIZONA PUBLIC SERVICE COMPANY
AND
GILA COUNTY

APS AGREEMENT NO. 17914

**AGREEMENT FOR THE INTERCONNECTION
 OF CUSTOMER'S GENERATION FACILITY
 TO THE APS DISTRIBUTION SYSTEM
 BETWEEN
 ARIZONA PUBLIC SERVICE COMPANY
 AND
 GILA COUNTY**

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AGREEMENT
FOR THE INTERCONNECTION
OF CUSTOMER'S GENERATION FACILITY
TO THE APS DISTRIBUTION SYSTEM
BETWEEN
ARIZONA PUBLIC SERVICE COMPANY
AND
GILA COUNTY

1. PARTIES

This Agreement for the interconnection of Customer's Generation Facility to the APS Distribution System (hereinafter referred to as "Agreement" or "Interconnect Agreement") is entered into as of the 28th day of September, 2012, (the "Effective Date") by and between ARIZONA PUBLIC SERVICE COMPANY, an Arizona corporation (hereinafter called "APS") and GILA COUNTY, (hereinafter called "Customer"). APS and Customer are hereinafter sometimes referred to individually as "Party" and collectively as "Parties".

2. RECITALS

This Agreement is entered into in respect to the following facts and considerations, all of which are considered to be an essential part of the terms and conditions, which follow:

- 2.1 Customer intends to invest in, construct, own, lease, maintain and/or operate a Generating Facility ("GF"), which will be operated in electrical parallel with APS' electric distribution system ("the APS System").
- 2.2 The GF shall be permanently located at 1400 E. Ash St, Globe, AZ (the "Property"), and shall be ready to operate in electrical parallel on or about October 12, 2012.
- 2.3 The specifications of the GF are described as follows:
 - Type: PV Powered PVP-100
 - Fuel or Energy Source: Photovoltaic
 - Unit Nameplate Output Rating: Nameplate 100 kW
 - No. of Units: 2
 - Total Nameplate Output of all Units: Total system 200 kW Output
- 2.4 APS and Customer intend to interconnect their respective facilities and systems in order that Customer may operate its GF in electrical parallel with the APS System. Such interconnection and parallel operation shall be undertaken in accordance with the terms and conditions of this Agreement.

Customer intends to net meter excess generation with APS.

- 2.5 The electric service supplied under this Agreement shall be in the form of three phase alternating current at approximately 60 Hertz and approximately 120/208 volts.
- 2.6 In the event upgrades to the APS System are required, the Parties will enter into a Construction Agreement that will address, among other things, the costs of any such upgrades to accommodate the interconnected operation of Customer's GF as contemplated by this Agreement and the allocation of responsibility for such costs.

3. AGREEMENT

Now therefore, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

4. DEFINITIONS

The following terms, when used in this Agreement, shall have the meanings specified:

- 4.1 Agreement: This Agreement (also referred to as "Interconnection Agreement") titled "Agreement for the Interconnection of Customer's Generation Facility to the APS Distribution System between Arizona Public Service Company and Gila County." together with other exhibits attached hereto and incorporated herein by specific reference.
- 4.2 APS Interconnection Requirements Manual: The APS document titled "Interconnection Requirements for Distributed Generation", which outlines APS' interconnection requirements to interconnect a GF to the APS System.
- 4.3 The APS System: Refers to APS' electric distribution system.
- 4.4 Cogeneration Facility: Any facility that sequentially produces electricity, steam or forms of useful energy (e.g., heat) from the same fuel source and which are used for industrial, commercial, heating, or cooling purposes.
- 4.5 Customer: A Customer is considered to be an APS account holder ("APS Customer of Record") that receives electric service from APS and also generates electricity at the Property receiving such electric service.
- 4.6 Disconnect Device: A Disconnect Switch or a rack-out circuit breaker acceptable to APS to electrically isolate the Customer's GF from the APS System.
- 4.7 Disconnect Switch: A visible open disconnect device that the Customer is required to install and maintain in accordance with the requirements set forth in the APS Interconnection Requirements Manual and this Agreement. It will completely isolate the Customer's Generating Facility from the APS System, including the Utility metering equipment located at the SES.

- 4.8 ESRM: Refers to APS' Electric Service Requirements Manual, available at <http://www.aps.com/files/files/pdf/ESPServices/ESRM.pdf>.
- 4.9 Generating Facility (GF): All or part of the Customer's electrical generator(s) or inverter(s), together with the interconnection facilities and all protective, safety, and associated equipment and improvements which Customer installs and which are necessary to interconnect the GF to the APS System and generate electric power. The GF shall comply with APS' ESRM, the APS Interconnection Requirements Manual and the requirements set forth in this Agreement. A GF shall be understood to include any Qualifying Facility (QF) under this Agreement.
- 4.10 Generator: An induction or synchronous machine or static inverter used to produce electrical power.
- 4.11 Minimum Protective Devices and Relays:
The minimum required protective relaying and/or safety devices or requirements specified in the APS Interconnection Requirements Manual, for the purpose of protecting the APS System from damage or disruptions caused by a fault, malfunction or improper operation of the Customer's GF. Minimum Protective Devices and Relays shall not be construed to include additional relaying, protective or safety devices as may be required by industry and government codes and standards, equipment manufacturer requirements and prudent engineering design and practice to fully protect Customer's GF or facilities; such shall be the sole responsibility of the Customer.
- 4.12 OSHA: Occupational Safety and Health Administration. See www.osha.com.
- 4.13 Point(s) of Interconnection: The physical location(s) where APS' service conductors are connected to Customer's service conductors or bus to allow parallel operation of Customer's GF with the APS System.
- 4.14 Property – Has the meaning set forth in Section 2.2.
- 4.15 Qualifying Facility (QF): Any Cogeneration or Small Power Production Facility that meets the criteria for size, fuel use, efficiency, and ownership as promulgated in 18 CFR, Chapter I, Part 292, Subpart B of the Federal Energy Regulatory Commission's Regulations, as amended.
- 4.16 Rotating Machine: An induction or synchronous machine used to generate electric power.
- 4.17 Small Power Production Facility: A facility that uses primarily biomass, waste, or renewable resources, including wind, solar, and water to produce electric power.
- 4.18 Static Inverter: An electronic device used to convert direct current (DC) power into alternating current (AC) power.
- 4.19 UL: Underwriters Laboratories Inc. See www.ul.com.

5. EFFECTIVE DATE AND TERM

This Agreement shall become effective on the Effective Date specified in Section 1 and shall remain in effect thereafter unless and until (a) it is terminated by mutual agreement of the Parties, (b) it is replaced by another interconnection agreement, (c) it is terminated by either Party pursuant to a Default of this Agreement as specified in Section 17 hereof, (d) upon termination of electric service to the Customer , or (e) it is superseded by another interconnection agreement between the Parties with respect to the GF. Upon termination of this Agreement, Customer shall immediately permanently lock open the Disconnect Switch and shall be responsible for ensuring that the electrical conductors connecting the GF to Customer's distribution system or the APS System are immediately lifted and permanently removed, so as to preclude any possibility of interconnected operation in the future. In the event Customer fails to do so, APS shall have the right to enter the premises where the GF and its related facilities are located in order to permanently lock open the Disconnect Switch or disconnect service, without liability for injury or damage to Customer or any third party and Customer hereby consents to such entry and disconnection. APS reserves the right to inspect the Customer's facility to verify that the GF is permanently disconnected.

6. INTERCONNECTION FACILITIES AND POINT(S) OF INTERCONNECTION

Customer is responsible for and shall pay for all facilities required to be installed solely to interconnect Customer's GF to the APS System including, but not limited to, connection, transformation, switching, protective relaying, metering and safety equipment, including a Disconnect Switch, in the manner shown and marked as such on the attached Appendix A, incorporated herein by this reference. All such facilities are to be installed by Customer at Customer's sole expense. During the term of this Agreement Customer shall maintain the GF, connection facilities, and all other materials required hereunder in a safe and in good operating condition.

7. NOTICES

All written notices pursuant to this Agreement shall be delivered by registered or certified mail including express overnight courier service, postage prepaid, return receipt requested, or by electronic mail (scanned PDF image) at the address of the Party set forth below as follows:

To APS:

Arizona Public Service
Attn: Renewable Energy Delivery
P.O. Box 53933, MS 3298
Phoenix, AZ 85072-3933

Telephone: (602) 371-6160
Email: commercial-renewables@aps.com

To Customer:

Gila County
Attn: Diana Jones
1400 E. Ash St.
Globe, AZ 85501

Telephone: (928) 402-8516
Email: djones@co.gila.az.us

Either Party may change its address by providing written notice given to the other Party in the manner provided above. Any such notice shall be deemed to have been duly given and served on the date which is three (3) business days after the date deposited in the United States mail in accordance with this section 7, or on the date of receipt, if delivered by express overnight courier service or electronic mail.

8. ENTIRE AGREEMENT

- 8.1 This Agreement and the documents attached hereto or referenced herein constitute the entire Agreement between the Parties relating to the subject matter hereof, there being no other agreements or understandings, written or oral, other than those contained in this Agreement and the attachments hereto. In the event of a conflict among the provisions of this Agreement and an attached or referenced document, this Agreement shall govern. This Agreement does not modify, change or impact any other agreement between the Parties relating to the supply of electric service, or the sale of, or purchase of, electric power.
- 8.2 The Parties may amend this Agreement but such amendment may only be effective and enforceable if it is set forth in a written instrument signed by both Parties.

9. CUSTOMER'S OBLIGATIONS

- 9.1 Customer shall not commence interconnected operation of the GF with the APS System until the GF has been inspected by an authorized APS representative and written notification is received from APS allowing the GF to commence parallel operation with the APS System.

Customer shall give at least five (5) business days' written notice to APS when initial startup is to begin. APS shall have the right to have a representative present during initial energizing and testing of Customer's GF.

- 9.2 Customer shall design, install, operate and maintain:
- 9.2.1 The GF in accordance with the requirements of all applicable construction and safety codes, laws and governmental agencies having jurisdiction, and in accordance with the requirements set forth in the ESRM, the APS Interconnection Requirements Manual, and the terms and conditions of this Agreement.
- 9.2.2 Control and protective devices, in addition to the Minimum Protective Devices and Relays as required by the APS Interconnection Requirements Manual, in order to protect the APS System, and to protect the GF from abnormal operating conditions such as, but not limited to, electrical overloading, abnormal voltages, and fault currents. Such protective devices shall promptly disconnect the GF from the APS System in the event of a power outage on the APS System.

The GF shall be operated with all of the protective relaying, and any Customer operating procedures and switching apparatus in service whenever the GF is connected to, or is operated in parallel with, the APS System.

- 9.2.3 An acceptable visibly "open" isolation point will be provided and installed by the Customer on the Customer's side of the service entrance meter

section, to electrically isolate the Customer-owned facilities from all APS electric service equipment in order to establish a safe work area for APS personnel.

The isolation point will comprise a load break Disconnect Device and shall be capable of being locked in a visibly "open" position by a standard APS padlock, and shall be installed in a place so as to provide easy and unrestricted accessibility to APS personnel on a 24-hour basis. APS shall have the right to lock open the Disconnect Device without notice to Customer, or require Customer to lock open, the Disconnect Device when interconnected operation of the GF with the APS System could adversely affect the APS System, or endanger life or property, or upon termination of this Agreement.

Customer will be required to electrically isolate the GF from the APS System at the time of install and in the event that APS needs to perform subsequent maintenance on its equipment in the metering compartment, or electric service equipment.

When an electrical clearance is required by APS and the APS electric service to Customer is at a phase to phase voltage of greater than 500 V, Customer shall provide personnel and equipment on site to open the Disconnect Switch so as to provide a visible open, groundable (on the utility side) and lockable isolation point acceptable to APS personnel.

- 9.2.4 Interconnection facilities on Customer's premises as may be required to deliver power from Customer's GF to the APS System at the Point of Interconnection, and all equipment downstream (Customer's side) of the Customer's service entrance section.
- 9.2.5 Where the applicable rate schedule or other APS requirement and/or agreement requires meter(s) to be installed to record the output of the GF generator(s), Customer will provide, at its expense, a dedicated phone line to each such meter and also to the GF service entrance section utility meter(s) and/or sub meters if necessary. Each dedicated phone line is to be landed on the APS-provided telephone interface module, normally located within two feet of the meter.
- 9.3 The electrical output of Customer's GF shall not contain harmonic content, which may cause disturbances on or damage to the APS System or equipment, or other third parties' systems, such as but not limited to computer, telephone, communication and other sensitive electronic or control systems.
- 9.4 Customer shall exercise reasonable care to assure that the electrical characteristics of its load and its GF, such as deviation from sine wave form or unusual short interval fluctuations in power demand or production, shall not be such as to result in impairment of service to other APS customers or in interference with operation of computer, telephone, television or other communication systems or facilities. The current imbalance for a three phase system, as measured at the Customer's service entrance section shall not be

greater than ten percent (10%) at any time. When the GF acts as a net load to the APS System, the power factor of the net load, as measured at the Point of Interconnection, shall not be less than 90% lagging, but shall not be leading, unless agreed to in writing in advance by an authorized representative of APS.

- 9.5 Customer shall protect, operate and maintain the GF in accordance with those practices and methods, as they are amended or changed from time-to-time that are commonly used in prudent engineering and electric utility operations prevailing in the general region when the GF is installed and shall operate and maintain the GF lawfully in a safe manner and non-hazardous condition.
- 9.6 Customer shall submit to APS, for APS review and written approval, written equipment specifications, and detailed plans of the interconnections facilities, control and protective devices and settings, and facilities as specified in the APS Interconnection Requirements Manual, as may be revised from time to time, for the design, installation and operations of its GF prior to their actual installation.
- 9.7 Following APS written approval of Customer's proposed GF and associated facilities, neither Customer nor its successors or assigns shall remove, alter or otherwise modify or change the equipment specifications, including, without limitation, the plans, control and protective devices or settings, and in general the GF's system specifications configuration or any facilities appurtenant thereto. If Customer desires to make such changes or modifications, Customer shall resubmit to APS plans describing said changes or modifications for approval by APS. No such change or modification may be made without the prior written approval of APS.
- 9.8 If Customer utilizes the APS System to facilitate start-up of its GF, the voltage flicker level shall not exceed APS standards in effect from time to time during the term of this Agreement.
- 9.9 Customer shall obtain and maintain all required permits and inspections indicating that Customer's GF complies with local and other applicable construction and safety codes.
- 9.10 In the event that APS provides more than one point of electrical service delivery to Customer's Property, then Customer shall (a) have controls and/or operating procedures in place that are acceptable to APS to ensure that APS' points of delivery are never connected together or electrically paralleled in anyway; and (b) ensure that the GF is never connected to an electrical service other than the one specified in this Agreement.
- 9.11 The Parties acknowledge that Customer may transact with one or more third parties in connection with the interconnection, operation and/or ownership of the GF. Such third parties may include but shall not be limited to investors, owners, lessors, lessees, or operators of the GF, property owner(s), or a third party APS retail electric customer of record, and any transferee thereof. Customer shall inform all such third parties of the requirements of this Agreement for the interconnection and operation of the GF and shall ensure that such third parties: (i) comply with the terms of this Agreement, specifically including, but not limited to,

the obligations set forth in this Section 9; and (ii) do not take actions that interfere with performance of the Agreement by APS or Customer. In the event that the action or inaction of any third party causes, in whole or in part, any noncompliance by Customer with the terms of this Agreement, Customer shall remain liable for such noncompliance as if were caused solely by the action or inaction of Customer and APS shall be entitled to pursue against Customer all remedies available to APS at law or in equity, including but not limited to those set forth in Section 17.

10. MUTUAL UNDERSTANDINGS

- 10.1 At its sole cost, APS shall be allowed to install on Customer's premises, at a location mutually agreed to by the Parties, any instrumentation equipment for research purposes. Such equipment shall be owned, furnished, installed and maintained by APS. The installation, operation and maintenance of such equipment shall not interfere with Customer's use and operation of its premises, but Customer shall afford APS continuing access to this equipment consistent with the requirements of APS' tariffs.
- 10.2 APS' approvals given pursuant to this Agreement or actions taken hereunder shall not be construed as any warranty or representation to Customer or any third party regarding the safety, durability, reliability, performance or fitness of Customer's generation and service facilities, its control or protective devices or the design, construction, installation or operation thereof.
- 10.3 APS (including its employees, agents and representatives) shall have the right to enter Customer's premises at all reasonable times to (a) inspect Customer's GF, protective devices, and to read or test instrumentation equipment that APS may install, provided that as reasonably possible, notice is given to Customer prior to entering its premises; (b) maintain or repair APS equipment; (c) immediately and without prior notice disconnect or cause Customer to immediately disconnect, the GF or otherwise render the GF disconnected from the APS system (including by opening the Disconnect Switch) if, in APS' opinion, a hazardous condition exists and such immediate action is necessary to protect persons, the APS System or other customers' or third parties' property and facilities from damage or interference caused by Customer's GF, or improperly operating protective devices; (d) open, or cause to be opened/verify opened, the Disconnect Switch if an operating clearance is required by APS personnel.
- 10.4 If, at any time, APS should have reason to question the integrity of any of the GF protective and switching apparatus and believes that such loss of integrity may impair the operation of the APS' System, Customer, or its grantee, lessee, licensee, GF System Owner and/or Operating Entity shall demonstrate, to APS' reasonable satisfaction, the correct calibration and operation of the equipment in question. The demonstration shall be coordinated with Customer and APS.
- 10.5 APS will not install and maintain any lines or equipment on Customer's side of the Point of Interconnection except its metering and telecommunication equipment and, at its option research equipment. For the mutual protection of Customer and APS, only authorized employees of APS are permitted to make and energize the service connection between the APS System and the Customer's service

entrance conductors. Such employees carry credentials, which they will show to Customer upon request.

- 10.6 Notwithstanding any other provisions of this Agreement, APS shall have the right to unilaterally file with the Arizona Corporation Commission (the ACC), pursuant to the ACC's rules and regulations, an application for a change in requirements, charges, classification, or service, any rule, regulation or agreement relating hereto.

11 ADDITIONAL TERMS AND CONDITIONS

- 11.1 In addition to the interconnection facilities and equipment provided for in Section 9 of this Agreement and additional safety equipment, Customer shall install, or cause to be installed, and will maintain the following Minimum Protective Devices and Relays on the GF:
 - 11.1.1 Static inverters shall be tested and certified to UL *Standard for Inverters, Converters and Controllers for use in Independent Power Systems*, UL 1741, by a Nationally Recognized Testing Laboratory (NRTL) certified by OSHA to perform the UL1741 test standard.
 - 11.1.2 Such other equipment as specified in this Agreement, or as may mutually be agreed upon by the Customer and APS from time to time during the term of this Agreement and any extensions thereof.
- 11.2 In the event APS or its authorized agents lock open, or cause to be locked open, the Disconnect Switch, Customer shall not remove or tamper with such lock.
- 11.3 Customer shall, at the time of the APS site inspection, perform a shutdown test of the inverter(s) to ensure that they shut down upon simulated loss of the utility source.

12. SUCCESSORS AND ASSIGNS

This Agreement may be assigned by either Party only with the written consent of the other; provided that either Party may assign this Agreement without the consent of the other Party to any Affiliate of the assigning Party with the legal authority and operational ability to satisfy the obligations of the assigning Party under this Agreement; and provided further that Customer shall have the right to assign this Agreement, without the consent of APS, for collateral security purposes to aid in providing financing for the GF, provided that Customer shall provide notice to APS no less than thirty (30) days prior to the execution of any such assignment. In order to constitute a valid assignment without APS' consent, any financing arrangement entered into by Customer pursuant to this section must provide that at least thirty (30) days prior to the exercise of the secured party's, trustee's or mortgagee's assignment rights pursuant to said arrangement, the secured creditor, the trustee or mortgagee must notify APS of the date and particulars of any such exercise of assignment right(s), including providing APS with proof that it meets the requirements of Section 22. Any attempted assignment that violates this article is void and ineffective. Any assignment under this Agreement shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by

reason thereof. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

13. EFFECT OF SECTION HEADINGS

Section headings appearing in this Agreement are inserted for convenience only, and shall not be construed as interpretations of text.

14. INDEMNITY

To the extent permitted by law, each Party to this Agreement will indemnify, defend and hold harmless the other Party, its officers, agents, and employees from any claims, damages and actions of any kind or nature arising from personal injury (including without limitation, death) and/or tangible property damage or loss except this indemnity shall not extend or apply to such claims, damages and actions resulting from the sole negligence or willful or intentional acts or omissions of the indemnified Party. This indemnification shall survive the termination or expiration of this Agreement.

15. GOVERNING LAW

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Arizona applicable to contracts entered into and to be performed solely within such state, without reference to its principles governing conflicts of laws.

16. UNCONTROLLABLE FORCES

No Party shall be considered to be in default in the performance of any of its obligations under this Agreement (other than obligations of said Party to pay sums to be paid by it hereunder, and other costs and expenses) when a failure of performance shall be due to an uncontrollable force. The term "uncontrollable force" shall be any cause beyond which, by exercise of due diligence such Party could not reasonably have been expected to avoid or control, and which by exercise of due diligence it shall be unable to overcome or control, including, but not restricted to, substantial failure of or threat of substantial failure of facilities, flood, earthquake, tornado, severe storm, fire, lightning, epidemic, war, terrorism, riot, civil disturbance or disobedience, strikes, shortages in labor, materials or supplies, sabotage, restraint by court order or public authority, and action or non-action by or inability to obtain the necessary authorizations or approvals from any governmental agency or authority. Nothing contained herein shall be construed so as to require a Party to settle any strike or labor dispute in which it may be involved. Either Party rendered unable to fulfill any of its obligations under this Agreement by reason of an uncontrollable force shall give prompt written notice of such fact to the other Party and shall exercise due diligence to remove such inability with all reasonable dispatch.

17. EVENTS OF DEFAULT; REMEDIES

A Party shall be in default under this Agreement or any Schedule entered into pursuant thereto, in the event of a breach of any term or condition under the Agreement or the applicable Schedule, which breach is not cured within thirty (30) days after receipt of written notice of such breach, provided that: (i) if such breach is not capable of cure within thirty (30) days and the defaulting Party gives notice of the same to the non-

defaulting Party, commences a cure within such thirty (30) day period and diligently pursues such cure, the defaulting Party shall be allowed such additional time as is reasonably necessary to complete the cure, not to exceed ninety (90) days; and (ii) in the case of a default by Customer which, in APS' reasonable judgment, poses a risk of danger to persons or property, Customer shall be obligated to cure such default within five (5) days after receipt of written notice of such breach, with no additional time to cure in any event. Nothing herein, however, shall operate to modify or limit APS' rights pursuant to Section 10.3 to disconnect the GF for reasons included therein during any cure period provided in this Section 17.

If a default is not cured as provided in this Section 17, or if a default is not capable of being cured within the period provided for herein, the non-defaulting Party shall have the right to terminate this Agreement by written notice at any time until cure occurs, and be relieved of any further obligation hereunder and, whether or not that Party terminates this Agreement, to recover from the defaulting Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or in equity.

Notwithstanding any provision herein to the contrary, EACH PARTY'S LIABILITY WITH RESPECT HERETO SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, AND IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, IN TORT, CONTRACT OR OTHERWISE. APS shall not be liable to Customer for any damages occasioned by fluctuations, interruptions or curtailment of the APS System. This limitation on damages survives the expiration or termination of this Agreement. Upon termination of this Agreement, Customer shall immediately permanently lock open the visible blade Disconnect Switch. In the event Customer fails to do so, APS shall have the right to enter the Property in order to permanently lock open the Disconnect Switch or disconnect service without liability for injury or damage to Customer or any third party and Customer hereby consents to such entry and disconnection.

18. SEVERABILITY

Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision but this Agreement will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

19. WAIVER

The failure by either Party hereto to require strict performance by the other Party of any of the provisions, terms and conditions contained in this Agreement shall not waive, affect or diminish any right of such Party at any time or times hereafter to demand strict performance thereof, and no waiver shall operate as a waiver of any other right or any right with respect to the same condition on a future occasion.

20. DISPUTE RESOLUTION

- 20.1 If a dispute arises between the Parties regarding a matter provided for in this Agreement, or a Party's performance of its obligations pursuant to this Agreement, the Parties agree that such dispute will be resolved in the manner prescribed in this Section 20.
- 20.2 Promptly upon the occurrence of the dispute, the aggrieved Party will notify the other Party in writing (the "**Claimant's Statement**"), setting forth in sufficient detail the basis for the dispute, the aggrieved Party's position and its proposal for resolution of the dispute. Within seven (7) business days following receipt of the Claimant's Statement, the other Party will respond in writing (the "**Responsive Statement**") setting forth in sufficient detail the respondent's position and its proposal for resolution of the dispute.
- 20.3 Within five (5) business days after the aggrieved Party's receipt of the Responsive Statement, the Parties will meet (either in person or telephonically) and attempt in good faith and expeditiously to negotiate a resolution to the dispute. In attendance for each Party at that session and throughout the dispute resolution procedure described in this Section 20 will be a representative or representatives of each Party who is authorized to act for the Party and resolve the dispute without resort to higher authority.
- 20.4 In the event such negotiations do not result in a resolution of the dispute within thirty (30) calendar days of the Claimant's Statement, or such other period of time as to which the Parties shall mutually agree, either Party will be entitled to seek appropriate relief in a court of competent jurisdiction.

21. ATTORNEY'S FEES

In the event either Party shall institute legal proceedings under or arising out of this Agreement and obtain a judgment or decree in its favor, including appeal to enforce any of the terms of this Agreement, the prevailing Party shall be entitled to recover, in addition to any other remedy, its reasonable actual attorney's fees, court costs, cost of investigation and other related costs allowed by law.

22. INSURANCE

During the term of this Agreement and any extensions thereof, Customer at its option may elect to maintain public liability and property damage insurance to cover Customer's use, interconnection and operation of the GF as contemplated in this Agreement. Any insurance coverage shall not constitute a limitation of Customer's indemnity under Section 14, Indemnity hereof.

23. SIGNATURE CLAUSE

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date hereinabove set forth:

"APS":

Signature: _____
Name: _____
Title: _____
Date Signed: _____

"Customer":

Signature: Don E. McDaniel, Jr.
Name: DON E. MCDANIEL, JR.
Title: COUNTY MANAGER
Date Signed: 10/17/12