

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:

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**REGULAR MEETING - TUESDAY, NOVEMBER 20, 2012 - 10 A.M.**

- 1 Call to Order - Pledge of Allegiance – Invocation
- 2 **REGULAR AGENDA ITEMS:**
  - A Information/Discussion/Action to canvass the election results contained in the Official Canvass of the General Election held November 6, 2012, in Gila County, Arizona, and declare the results official. **(Linda Eastlick)**
  - B Information/Discussion/Action to acknowledge the extension of the Edward Byrne Memorial Justice Assistance Grant Program (JAG)#2009-DJ-BX-0304 between Gila County and the U.S. Department of Justice in the amount of \$11,053 to continue to support overtime pay for deputies working with the Gila County Sheriff's Office Drug, Gang, and Violent Crime Task Force agents for the period October 1, 2012, through March 31, 2013. The Gila County Sheriff's Office would like to entertain any public comments from the audience. **(Johnny Sanchez)**
  - C Information/Discussion/Action to approve a Professional Services Contract between Gila County and Terry Doolittle, Consultant, to perform an operational review and report of the Community Services Department for a sum not to exceed \$15,000 for the period December 3, 2012, to February 28, 2013. **(Don McDaniel)**
- 3 **CONSENT AGENDA ACTION ITEMS:**
  - A Approval of Amendment No. 3 to an Intergovernmental Agreement (Contract No. DE101056001) between the Arizona Department of Economic Security and Gila County pursuant to Paragraph 3.3 Termination, Section 3.3.1 at the Contractor's request, and by mutual agreement of both parties, the Agreement is terminated effective the date of last signature.
  - B Approval of a Memorandum of Understanding between the Gila County Division of Health and Emergency Services and the Globe Unified School District No. 1 to continue providing the Tobacco Free Environments Program in the schools for the period July 1, 2012, through June 30, 2013.
  - C Approval of a Memorandum of Understanding between the Gila County Division of Health and Emergency Services and the Miami Area Unified School District No. 40 to continue providing the Tobacco Free Environments Program in the schools for the period July 1, 2012, through June 30, 2013.

- D Approval of a Special Event Liquor License Application submitted by the Knights of Columbus to serve liquor at a special event on December 15, 2012.
  - E Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of October 22, 2012, to October 26, 2012; and October 29, 2012, to November 02, 2012.
  - F Approval of finance reports/demands/transfers for the week of November 20, 2012.
- 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(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.
- 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.

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-1409**

**Regular Agenda Item 2- A**

**Regular BOS Meeting**

**Meeting Date:** 11/20/2012

**Submitted For:** Linda Eastlick, **Submitted By:** Linda Eastlick, Elections Director,  
Elections Director, Elections Department

**Department:** Elections Department

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Information

Request/Subject

Official Canvass of the November 6, 2012 General Election Results

Background Information

ARS 16-642(A) provides that the governing body holding an election shall meet and canvass the election returns not less than six days nor more than twenty days following the election.

ARS 16-646(B) provides that a certified permanent copy of the official canvass be mailed immediately to the Secretary of State.

The Secretary of State Election Procedures manual provides the Board of Supervisors shall: (1) Meet to canvass general election returns not less than six days nor more than 20 days after the general election; (2) Immediately provide a certified permanent copy of the county's official canvass to the Secretary of State.

Evaluation

Gila County conducted a General Election on November 6, 2012. The Board of Supervisors is required to canvass the returns for this election and send a certified copy of the canvass to the Secretary of State.

Conclusion

Gila County conducted a General Election on November 6, 2012. The Board of Supervisors is required to canvass the returns for this election and send a certified copy of the canvass to the Secretary of State.

Recommendation

The Elections Director recommends the Board of Supervisors review the General Election Canvass and declare the results of the election final.

Suggested Motion

Information/Discussion/Action to canvass the election results contained in the Official Canvass of the General Election held November 6, 2012, in Gila County, Arizona, and declare the results official. **(Linda Eastlick)**

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Attachments

Certification Letter

ARS 16-642

ARS 16-646

**Tommie C. Martin, District I**  
610 E. Hwy 260, Payson, 85547  
(928) 474-2029  
[tmartin@gilacountyaz.gov](mailto:tmartin@gilacountyaz.gov)

**Michael A. Pastor, District II**  
(928) 402-8753  
[mpastor@gilacountyaz.gov](mailto:mpastor@gilacountyaz.gov)

**Shirley L. Dawson, District III**  
(928) 402-8511  
[sdawson@gilacountyaz.gov](mailto:sdawson@gilacountyaz.gov)



**GILA COUNTY**  
**BOARD OF SUPERVISORS**  
1400 E. Ash Street  
Globe, Arizona 85501

**Don E. McDaniel, Jr.,**  
**County Manager**  
(928) 425-3231  
[dmcDaniel@gilacountyaz.gov](mailto:dmcDaniel@gilacountyaz.gov)

**John F. Nelson,**  
**Deputy County Manager/  
Clerk of the Board of Supervisors**  
(928) 402-8754  
[jnelson@gilacountyaz.gov](mailto:jnelson@gilacountyaz.gov)

November 20, 2012

Honorable Ken Bennett  
Arizona Secretary of State  
1700 West Washington Street  
Phoenix, AZ 85007

Dear Secretary Bennett:

I, the undersigned, being the Chairman of the Gila County Board of Supervisors do hereby certify that on Tuesday, November 20, 2012, the Gila County Board of Supervisors did canvass the returns of the November 6, 2012, General Election held within Gila County, Arizona, and do testify that the tabulation of votes attached hereto is a true and correct copy of all votes cast at said election.

IN WITNESS WHEREOF, I have affixed my signature and the Great Seal of Gila County at Globe, Arizona, this 20th day of November, 2012.

Gila County Board of Supervisors

\_\_\_\_\_  
Tommie C. Martin, Chairman

Attest:

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



Fiftieth Legislature - Second Regular Session

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**16-642. Canvass of election; postponements**

A. The governing body holding an election shall meet and canvass the election not less than six days nor more than twenty days following the election.

B. The governing body of a special district as defined in title 48 shall present to the board of supervisors a certified copy of the official canvass of the election at the next regularly scheduled meeting of the board of supervisors. For purposes of contesting a special district election as described in section 16-673, the canvass is not complete until the presentation to the board of supervisors is made.

C. If, at the time of the meeting of the governing body, the returns from any polling place in the election district where the polls were opened and an election held are found to be missing, the canvass shall be postponed from day to day until all the returns are received or until six postponements have been had.



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**16-646. Statement, contents and mailing of official canvass**

A. When the result of the canvass is determined, a statement, known and designated as the official canvass, shall be entered on the official record of the election district which shall show:

1. The number of ballots cast in each precinct and in the county.
2. The number of ballots rejected in each precinct and in the county.
3. The titles of the offices voted for and the names of the persons, together with the party designation, if any, of each person voted for to fill the offices.
4. The number of votes by precincts and county received by each candidate.
5. The numbers and a brief title of each proposed constitutional amendment and each initiated or referred measure voted upon.
6. The number of votes by precincts and county for and against such proposed amendment or measure.

B. The certified permanent copy of the official canvass for all offices and ballot measures, except offices and ballot measures in a city or town election and nonpartisan election returns, shall be mailed immediately to the secretary of state who shall maintain and preserve them as a permanent public record.

C. The board of supervisors shall deliver a copy of the official canvass for all offices and ballot measures in the primary and general elections to the secretary of state in a uniform electronic computer media format that shall be agreed upon between the secretary of state and all county election officials. The uniform format shall be designed to facilitate the computer analysis of election results for offices and ballot measures that are statewide or are common to more than one county.

D. The certified permanent copy of the official canvass for all offices and ballot measures in a city or town election shall be filed with the appropriate city or town clerk, or in a special district election with the clerk of the board of supervisors, who shall maintain and preserve them as a permanent public record.

**ARF-1531**

**Regular Agenda Item 2- B**

**Regular BOS Meeting**

**Meeting Date:** 11/20/2012

Submitted For: Nancy  
Neumann,  
Executive  
Administrative  
Assistant

Submitted By:  
Nancy Neumann, Executive  
Administrative Assistant, Sheriff's Office

Department: Sheriff's Office

Fiscal Year: FY2012-FY2013 Budgeted?: Yes

Contract Dates 9/8/09 to Grant?: Yes

Begin & End: 3/31/13

Matching No Fund?: New

Requirement?:

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Information

Request/Subject

Edward Byrne Memorial Justice Assistance Grant (JAG) 2009-DJ-BX-0304

Background Information

The Edward Byne Memorial Justice Assistance Grant #2009-DJ-BX-0304 was awarded to the Gila County Sheriff's Office on September 8, 2009, for the sole purpose of using it to support law enforcement salaries for two sergeants and three deputies. This funding will allow the County to pay officers the necessary funds to continue to support overtime for deputies working with the Gila County Sheriff's Office Drug, Gang, and Violent Crime Task Force agents. The expiration date was for September 31, 2012. The Gila County Sheriff's Office received an extension until March 31, 2013.

Evaluation

The funding of the Edward Byne Memorial Justice Assistance Grant #2009-DJ-BX-0304 for the amount of \$11,053 will allow the County to pay officers the necessary funds to continue to support overtime for deputies working with the Gila County Sheriff's Office Drug, Gang, and Violent Crime Task Force agents.

Conclusion

The funding of the Edward Byne Memorial Justice Assistance Grant #2009-DJ-BX-0304 in the amount of \$11,053 will allow the County to pay officers the necessary funds to continue to support overtime for deputies working with the Gila County Sheriff's Office Drug, Gang, and Violent Crime Task Force agents.

Recommendation

The Gila County Sheriff's Office requests the Gila County Board of Supervisor's approval for the extension on Grant #2009-DJ-BX-0304 - Edward Byne Memorial Justice Assistance Grant Program (JAG).

### Suggested Motion

Information/Discussion/Action to acknowledge the extension of the Edward Byrne Memorial Justice Assistance Grant Program (JAG)#2009-DJ-BX-0304 between Gila County and the U.S. Department of Justice in the amount of \$11,053 to continue to support overtime pay for deputies working with the Gila County Sheriff's Office Drug, Gang, and Violent Crime Task Force agents for the period October 1, 2012, through March 31, 2013. The Gila County Sheriff's Office would like to entertain any public comments from the audience. **(Johnny Sanchez)**

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### Attachments

2012 Grant Award Extension Email from DOJ

2009 DJ BX 0304 Award letter

## Brewer, Marilyn

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**From:** Neumann, Nancy  
**Sent:** Thursday, November 08, 2012 7:58 AM  
**To:** Brewer, Marilyn; Sheppard, Marian  
**Subject:** FW: Award: 2009-DJ-BX-0304

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**From:** Fines, Patrick [<mailto:Patrick.Fines@usdoj.gov>]  
**Sent:** Thursday, November 08, 2012 7:00 AM  
**To:** Neumann, Nancy  
**Subject:** Award: 2009-DJ-BX-0304

Gila County

The Grant Adjustment Notice request to have grant 2009DJBX0304 extended was approved on 10/11/2012.

The new end date for this grant is 3/31/2013.

*Patrick Fines*

Grant Administration Specialist  
*Non-Recovery Act JAG (under \$15,000)*  
*for TX, AZ, NM, NV, CA, WV, KY, and KS*  
Department of Justice  
Office of Justice Programs  
Bureau Of Justice Assistance  
202-353-0587 (t)  
202-354-4046 (f)  
[patrick.fines@usdoj.gov](mailto:patrick.fines@usdoj.gov)

Any questions regarding financial reports or other general financial matters, please contact OCFO Customer Service at 1-800-458-0786 (option 2) or [ask.ocfo@usdoj.gov](mailto:ask.ocfo@usdoj.gov)

Any questions regarding GMS Log-in, registration, or navigation, please contact the GMS Help Desk at 1-888-549-9901 (option 3) or [gms.helpdesk@usdoj.gov](mailto:gms.helpdesk@usdoj.gov)



Department of Justice  
Office of Justice Programs  
Office for Civil Rights

Washington, D.C. 20531

September 8, 2009

Ms. Claudia DalMolin  
Gila County  
1400 East Ash Street  
Globe, AZ 85501

Dear Ms. DalMolin:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of Federal funding to compliance with Federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice is responsible for ensuring that recipients of financial aid from OJP, its component offices and bureaus, the Office on Violence Against Women (OVW), and the Office of Community Oriented Policing Services (COPS) comply with applicable Federal civil rights statutes and regulations. We at OCR are available to help you and your organization meet the civil rights requirements that come with Justice Department funding.

**Ensuring Access to Federally Assisted Programs**

As you know, Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in respect to employment practices but also in the delivery of services or benefits. Federal law also prohibits funded programs or activities from discriminating on the basis of age in the delivery of services or benefits.

**Providing Services to Limited English Proficiency (LEP) Individuals**

In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of Federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website at <http://www.lep.gov>.

**Ensuring Equal Treatment for Faith-Based Organizations**

The Department of Justice has published a regulation specifically pertaining to the funding of faith-based organizations. In general, the regulation, Participation in Justice Department Programs by Religious Organizations; Providing for Equal Treatment of all Justice Department Program Participants, and known as the Equal Treatment Regulation 28 C.F.R. part 38, requires State Administering Agencies to treat these organizations the same as any other applicant or recipient. The regulation prohibits State Administering Agencies from making award or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the Department of Justice to fund inherently religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must be held separately from the Department of Justice funded program, and customers or beneficiaries cannot be compelled to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see OCR's website at <http://www.ojp.usdoj.gov/ocr/etfbo.htm>.

State Administering Agencies and faith-based organizations should also note that the Safe Streets Act, as amended; the Victims of Crime Act, as amended; and the Juvenile Justice and Delinquency Prevention Act, as amended, contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the Justice Department has concluded that the Religious Freedom Restoration Act (RFRA) is reasonably construed, on a case-by-case basis, to require that its funding agencies permit faith-based organizations applying for funding under the applicable program statutes both to receive DOJ funds and to continue considering religion when hiring staff, even if the statute that authorizes the funding program generally forbids considering of religion in employment decisions by grantees.

Questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment may be directed to this Office.

JRA  
CD

## Enforcing Civil Rights Laws

All recipients of Federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to the prohibitions against unlawful discrimination. Accordingly, OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal employment opportunity standards.

## Complying with the Safe Streets Act or Program Requirements

In addition to these general prohibitions, an organization which is a recipient of financial assistance subject to the nondiscrimination provisions of the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, 42 U.S.C. § 3789d(c), or other Federal grant program requirements, must meet two additional requirements: (1) complying with Federal regulations pertaining to the development of an Equal Employment Opportunity Plan (EEOPlan), 28 C.F.R. § 42.301-.308, and (2) submitting to OCR Findings of Discrimination (see 28 C.F.R. §§ 42.205(5) or 31.202(5)).

### 1) Meeting the EEOPlan Requirement

In accordance with Federal regulations, Assurance No. 6 in the Standard Assurances, COPS Assurance No. 8.B, or certain Federal grant program requirements, your organization must comply with the following EEOPlan reporting requirements:

If your organization has received an award for \$500,000 or more and has 50 or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare an EEOPlan and submit it to OCR for review **within 60 days from the date of this letter**. For assistance in developing an EEOPlan, please consult OCR's website at <http://www.ojp.usdoj.gov/ocr/eeop.htm>. You may also request technical assistance from an EEOPlan specialist at OCR by dialing (202) 616-3208.

If your organization received an award between \$25,000 and \$500,000 and has 50 or more employees, your organization still has to prepare an EEOPlan, but it does not have to submit the EEOPlan to OCR for review. Instead, your organization has to maintain the EEOPlan on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to OCR. The Certification Form can be found at <http://www.ojp.usdoj.gov/ocr/eeop.htm>.

If your organization received an award for less than \$25,000; or if your organization has less than 50 employees, regardless of the amount of the award; or if your organization is a medical institution, educational institution, nonprofit organization or Indian tribe, then your organization is exempt from the EEOPlan requirement. However, your organization must complete Section A of the Certification Form and return it to OCR. The Certification Form can be found at <http://www.ojp.usdoj.gov/ocr/eeop.htm>.

### 2) Submitting Findings of Discrimination

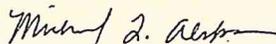
In the event a Federal or State court or Federal or State administrative agency makes an adverse finding of discrimination against your organization after a due process hearing, on the ground of race, color, religion, national origin, or sex, your organization must submit a copy of the finding to OCR for review.

## Ensuring the Compliance of Subrecipients

If your organization makes subawards to other agencies, you are responsible for assuring that subrecipients also comply with all of the applicable Federal civil rights laws, including the requirements pertaining to developing and submitting an EEOPlan, reporting Findings of Discrimination, and providing language services to LEP persons. State agencies that make subawards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of subrecipients.

If we can assist you in any way in fulfilling your civil rights responsibilities as a recipient of Federal funding, please call OCR at (202) 307-0690 or visit our website at <http://www.ojp.usdoj.gov/ocr/>.

Sincerely,



Michael L. Alston  
Director

cc: Grant Manager  
Financial Analyst

JRH  
SO



Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

Grant

PAGE 1 OF 5

1. RECIPIENT NAME AND ADDRESS (Including Zip Code) Gila County 1400 East Ash Street Globe, AZ 85501		4. AWARD NUMBER: 2009-DJ-BX-0304	
		5. PROJECT PERIOD: FROM 10/01/2008 TO 09/30/2012 BUDGET PERIOD: FROM 10/01/2008 TO 09/30/2012	
		6. AWARD DATE 09/08/2009	7. ACTION
1A. GRANTEE IRS/VENDOR NO. 866000444		8. SUPPLEMENT NUMBER 00	
		9. PREVIOUS AWARD AMOUNT \$ 0	
3. PROJECT TITLE FY 2009 Justice Assistance Grant Program		10. AMOUNT OF THIS AWARD \$ 11,053	
		11. TOTAL AWARD \$ 11,053	
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).			
13. STATUTORY AUTHORITY FOR GRANT This project is supported under 42 U.S.C. 3751(a) (BJA - JAG Formula)			
15. METHOD OF PAYMENT PAPRS			
AGENCY APPROVAL		GRANTEE ACCEPTANCE	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL James H. Burch II Acting Director		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Claudia DalMolin Chief Administrator	
17. SIGNATURE OF APPROVING OFFICIAL 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL Sheriff 	19A. DATE Nov. 10, 09
AGENCY USE ONLY			
20. ACCOUNTING CLASSIFICATION CODES FISCAL FUND BUD. DIV. YEAR CODE ACT. OFC. REG. SUB. POMS AMOUNT X B DJ 80 00 00 11053		21. IDJUGT4585	

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)

*JRA*  
*QAD*



Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

**AWARD CONTINUATION  
SHEET  
Grant**

PAGE 2 OF 5

PROJECT NUMBER 2009-DJ-BX-0304

AWARD DATE 09/08/2009

*SPECIAL CONDITIONS*

1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.
3. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of OJP grant funds) are not satisfactorily and promptly addressed, as further described in the current edition of the OJP Financial Guide, Chapter 19.
4. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.
5. The recipient must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by -

mail:

Office of the Inspector General  
U.S. Department of Justice  
Investigations Division  
950 Pennsylvania Avenue, N.W.  
Room 4706  
Washington, DC 20530

e-mail: [oig.hotline@usdoj.gov](mailto:oig.hotline@usdoj.gov)

hotline: (contact information in English and Spanish): (800) 869-4499

or hotline fax: (202) 616-9881

Additional information is available from the DOJ OIG website at [www.usdoj.gov/oig](http://www.usdoj.gov/oig).

JRR  
CQ



Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

AWARD CONTINUATION  
SHEET  
Grant

PAGE 3 OF 5

PROJECT NUMBER 2009-DJ-BX-0304

AWARD DATE 09/08/2009

*SPECIAL CONDITIONS*

6. The grantee agrees to assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these grant funds, either directly by the grantee or by a subgrantee. Accordingly, the grantee agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the grant, the grantee agrees to contact BJA.

The grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the grantee, a subgrantee, or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The grantee understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The grantee further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <http://www.ojp.usdoj.gov/BJA/resource/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Special Condition to Grantee's Existing Programs or Activities: For any of the grantee's or its subgrantees' existing programs or activities that will be funded by these grant funds, the grantee, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

7. To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdiction, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the grantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.
8. To support public safety and justice information sharing, OJP requires the grantee to use the National Information Exchange Model (NIEM) specifications and guidelines for this particular grant. Grantee shall publish and make available without restriction all schemas generated as a result of this grant to the component registry as specified in the guidelines. For more information on compliance with this special condition, visit <http://www.niem.gov/implementationguide.php>.
9. The recipient is required to establish a trust fund account. (The trust fund may or may not be an interest-bearing account.) The fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate and expend the grant funds in the trust fund (including any interest earned) during the period of the grant. Grant funds (including any interest earned) not expended by the end of the grant period must be returned to the Bureau of Justice Assistance no later than 90 days after the end of the grant period, along with the final submission of the Financial Status Report (SF-269).

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Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

AWARD CONTINUATION  
SHEET  
Grant

PAGE 4 OF 5

PROJECT NUMBER 2009-DJ-BX-0304

AWARD DATE 09/08/2009

*SPECIAL CONDITIONS*

10. The grantee agrees to comply with all reporting, data collection and evaluation requirements, as prescribed by law and detailed by the BJA in program guidance for the Justice Assistance Grant (JAG) Program. Compliance with these requirements will be monitored by BJA.
11. The recipient agrees that any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C. 3789g(c)-(d). Recipient may not satisfy such a fine with federal funds.
12. The recipient agrees to ensure that the State Information Technology Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditure period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the recipient agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to <http://www.it.ojp.gov/default.aspx?area=policyAndPractice&page=1046>.
13. The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See [http://www.ojp.gov/about/ocr/equal\\_fbo.htm](http://www.ojp.gov/about/ocr/equal_fbo.htm).
14. The recipient acknowledges that all programs funded through subawards, whether at the state or local levels, must conform to the grant program requirements as stated in BJA program guidance.
15. Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.
16. Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.
17. The recipient agrees that funds received under this award will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement activities.

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Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

**AWARD CONTINUATION  
SHEET**  
Grant

PAGE 5 OF 5

PROJECT NUMBER 2009-DJ-BX-0304

AWARD DATE 09/08/2009

*SPECIAL CONDITIONS*

18. The grantee agrees that within 120 days of award, for any law enforcement task force funded with these funds, the task force commander, agency executive, task force officers, and other task force members of equivalent rank, will complete required online (internet-based) task force training to be provided free of charge through BJA's Center for Task Force Integrity and Leadership. This training will address task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. Additional information will be provided by BJA regarding the required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership ([www.ctfli.org](http://www.ctfli.org)).
19. Recipient may not obligate, expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has received documentation demonstrating that the state or local governing body review and/or community notification requirements have been met and has issued a Grant Adjustment Notice (GAN) releasing this special condition.
20. Recipient may not obligate, expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has reviewed and approved the Program Narrative portion of the application and has issued a Grant Adjustment Notice (GAN) informing the recipient of the approval.
21. Recipient may not obligate, expend, or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has reviewed and approved the Budget Narrative portion of the application and has issued a Grant Adjustment Notice (GAN) informing the recipient of the approval.

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Department of Justice  
Office of Justice Programs  
*Bureau of Justice Assistance*

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Washington, D.C. 20531

**Memorandum To:** Official Grant File

**From:** Maria A. Berry, Environmental Coordinator

**Subject:** Incorporates NEPA Compliance in Further Developmental Stages for Gila County

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <http://www.ojp.usdoj.gov/BJA/resource/nepa.html>.

Please be sure to carefully review the grant conditions on your award document, as it may contain more specific information about environmental compliance.

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Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

**GRANT MANAGER'S MEMORANDUM, PT. I:  
PROJECT SUMMARY**

**Grant**

PROJECT NUMBER  
2009-DJ-BX-0304

PAGE 1 OF 1

This project is supported under 42 U.S.C. 3751(a) (BJA - JAG Formula)

**1. STAFF CONTACT (Name & telephone number)**

Lucia Turck  
(202) 305-1619

**2. PROJECT DIRECTOR (Name, address & telephone number)**

Claudia DalMolin  
Chief Administrator  
1400 East Ash Street  
Globe, AZ 85502-0311  
(928) 425-3231 ext.8572

**3a. TITLE OF THE PROGRAM**

BJA FY 09 Edward Byrne Memorial Justice Assistance Grant Program: Local Solicitation

**3b. POMS CODE (SEE INSTRUCTIONS  
ON REVERSE)**

**4. TITLE OF PROJECT**

FY 2009 Justice Assistance Grant Program

**5. NAME & ADDRESS OF GRANTEE**

Gila County  
1400 East Ash Street  
Globe, AZ 85501

**6. NAME & ADDRESS OF SUBGRANTEE**

**7. PROGRAM PERIOD**

FROM: 10/01/2008 TO: 09/30/2012

**8. BUDGET PERIOD**

FROM: 10/01/2008 TO: 09/30/2012

**9. AMOUNT OF AWARD**

\$ 11,053

**10. DATE OF AWARD**

09/08/2009

**11. SECOND YEAR'S BUDGET**

**12. SECOND YEAR'S BUDGET AMOUNT**

**13. THIRD YEAR'S BUDGET PERIOD**

**14. THIRD YEAR'S BUDGET AMOUNT**

**15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)**

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and units of local governments, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following purpose areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; and 7) crime victim and witness programs (other than compensation).

Gila County will use its Fiscal Year 2009 JAG award to support law enforcement salaries for two sergeants and three deputies. This funding will allow the county to pay officers the necessary funds to continue to support overtime for deputies working with the drug, gang, and violent crime task force agents.

AKA  
JD

Re: 2009-DJ-BX-0304

Program Narrative:

Gila County will use its Fiscal Year 2012/2013 JAG award to support law enforcement salaries for two sergeants and three deputies. This funding will allow the county to pay officers the necessary funds to continue to support overtime for deputies working with the drug, gang and violent crime task force agents.

Budget Breakdown

Narrative: The Grant is approved/awarded for the amount of \$11053.00

**Patrol Hourly Wages as of 7/7/09**

	Employee and Employer			Employee	Employer	Employee	Employer	Employer		Annual
	Gross Wages	FICA	Medicare	DEPRET	DEP RET	Insurance	Insurance	Life Insurance	Uniform	Total W/ERE
		6.20%	1.45%	7.65%	20.59%	320.667 month	549.792 month	Annual	\$50.00 month	35.89%
Sgt #1	\$ 25.28	\$ 1.57	\$ 0.37	\$ 1.93	\$ 5.21	\$ 1.85	\$ 3.17	\$ 0.05	\$ 0.29	\$ 39.71
Sgt #2	\$ 25.91	\$ 1.61	\$ 0.38	\$ 1.98	\$ 5.33	\$ 1.85	\$ 3.17	\$ 0.05	\$ 0.29	\$ 40.57
Deputy #1	\$ 20.24	\$ 1.25	\$ 0.29	\$ 1.55	\$ 4.17	\$ 1.85	\$ 3.17	\$ 0.05	\$ 0.29	\$ 32.86
Deputy #2	\$ 20.75	\$ 1.29	\$ 0.30	\$ 1.59	\$ 4.27	\$ 1.85	\$ 3.17	\$ 0.05	\$ 0.29	\$ 33.56
Deputy #3	\$ 21.80	\$ 1.35	\$ 0.32	\$ 1.67	\$ 4.49	\$ 1.85	\$ 3.17	\$ 0.05	\$ 0.29	\$ 34.98
	\$ 113.98	\$ 7.07	\$ 1.65	\$ 8.72	\$ 23.47	\$ 9.25	\$ 15.86	\$ 0.24	\$ 1.45	\$ 181.68
Total # Hrs. Worked										61.00
										\$11,082.63

The Grant was approved on 9/8/09 for the amount of \$11,053.00.

Report Number	Reporting Period	Type	Report Due Date	Status	Last Edited	Action
1	Oct 1, 2008-Dec 31, 2008	Regular	Feb 14, 2009	Submitted	Apr 8, 2010	<a href="#">View</a>
2	Jan 1, 2009-Mar 31, 2009	Regular	May 15, 2009	Submitted	Apr 8, 2010	<a href="#">View</a>
3	Apr 1, 2009-Jun 30, 2009	Regular	Aug 14, 2009	Submitted	Apr 8, 2010	<a href="#">View</a>
4	Jul 1, 2009-Sep 30, 2009	Regular	Nov 14, 2009	Submitted	Apr 8, 2010	<a href="#">View</a>
5	Oct 1, 2009-Dec 31, 2009	Regular	Jan 30, 2010	Submitted	Apr 8, 2010	<a href="#">View</a>
6	Jan 1, 2010-Mar 31, 2010	Regular	Apr 30, 2010	Submitted	Apr 8, 2010	<a href="#">View</a>
7	Apr 1, 2010-Jun 30, 2010	Regular	Jul 30, 2010	Submitted	Jul 23, 2010	<a href="#">View</a>
8	Jul 1, 2010-Sep 30, 2010	Regular	Oct 30, 2010	Submitted	Jan 31, 2011	<a href="#">View</a>
9	Oct 1, 2010-Dec 31, 2010	Regular	Jan 30, 2011	Submitted	Jan 31, 2011	<a href="#">View</a>
10	Jan 1, 2011-Mar 31, 2011	Regular	Apr 30, 2011	Submitted	Apr 8, 2011	<a href="#">View</a>
11	Apr 1, 2011-Jun 30, 2011	Regular	Jul 30, 2011	Submitted	Jul 13, 2011	<a href="#">View</a>
12	Jul 1, 2011-Sep 30, 2011	Regular	Oct 30, 2011	Submitted	Dec 19, 2011	<a href="#">View</a>
13	Oct 1, 2011-Dec 31, 2011	Regular	Jan 30, 2012	Submitted	Feb 13, 2012	<a href="#">View</a>
14	Jan 1, 2012-Mar 31, 2012	Regular	Apr 30, 2012	Submitted	Feb 13, 2012	<a href="#">View</a>
15	Apr 1, 2012-Jun 30, 2012	Regular	Jul 30, 2012	Submitted	Sep 20, 2012	<a href="#">View</a>
16	Jul 1, 2012-Sep 30, 2012	Regular	Oct 30, 2012	Submitted	Oct 11, 2012	<a href="#">Update</a>
17	Oct 1, 2012-Dec 31, 2012	Regular	Jan 30, 2013			<a href="#">Create</a>
18	Jan 1, 2013-Mar 31, 2013	Final	Jun 29, 2013*			

The request for Change Project Period GAN for 2009-DJ-BX-0304 has been approved. Please access GMS for more information regarding GAN Number 012.

John R. Armer 10/30/12  
Sheriff John R. Armer                      Date                      Tommie C. Martin                      Date  
Gila County Sheriff's Office                      Gila County Board of Supervisors

\_\_\_\_\_  
Marian Sheppard, Chief Dep Clerk    Date  
Gila County Board of Supervisors

"Approved as to form"

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

**ARF-1542**

**Regular Agenda Item 2- C**

**Regular BOS Meeting**

**Meeting Date:** 11/20/2012

Submitted For: Don McDaniel  
Jr., County  
Manager

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

Department: County Manager

Fiscal Year: 2012/2013      Budgeted?: No

Contract Dates 12/10/12 to      Grant?: No

Begin & End: 02/28/13

Matching No      Fund?: New

Requirement?:

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Information

Request/Subject

Professional Services Contract with Terry Doolittle, Consultant, to provide operational review consulting services to Gila County.

Background Information

The Gila County Department of Community Services provides a variety human service programs to the citizens of the county including: Gila Education and Special Training (GEST), Community Action Program (CAP), Housing Rehabilitation, Re-employment Pre-layoff Assistance (REPAC), and Workforce Investment Assistance (WIA/WIB). These are all grant funded and complex in their administration and accounting procedures.

Evaluation

These Community Services programs are all grant funded and complex in their administration and accounting procedures. Opportunities to leverage funds and recoup indirect and administrative costs are advantageous to the County, but are extremely complex to administer and track.

A thorough operational review of the administrative and financial operations in the Community Services Department is needed.

Terry Doolittle, Consultant, is uniquely equipped to perform an operational review of the Community Services Department.

Conclusion

The Community Services Department review and report will include: grants administration, billing and invoicing; accounting by project and general ledger; general fund subsidy; fiscal year discrepancy; contracts for service, centralize, standardize, blanket; organizational options, grant/financial and program administration.

Mr. Doolittle is a former County Manager in Arizona and has extensive education and experience in governmental financial matters, including previous employment with the Arizona State Auditor General's Office. He is eminently qualified for this assignment. His Biography is attached.

#### Recommendation

The County Manager recommends that the Board of Supervisors approve the attached Professional Services Contract with Terry Doolittle, Operational Review Consultant, for the period December 3, 2012, to February 28, 2013, in an amount not to exceed \$15,000 to perform an operational review and report of the Community Services Department.

#### Suggested Motion

Information/Discussion/Action to approve a Professional Services Contract between Gila County and Terry Doolittle, Consultant, to perform an operational review and report of the Community Services Department for a sum not to exceed \$15,000 for the period December 3, 2012, to February 28, 2013.

**(Don McDaniel)**

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#### Attachments

Doolittle Biography

Professional Services Contract with Terry Doolittle For Consulting

Legal Explanation

## **BIOGRAPHY**

**Terry Doolittle  
9268 East Mogollon Trail  
Gold Canyon, Arizona 85118**

Terry Doolittle provided 24 years of service to Pinal County upon his retirement in 2010.

Mr. Doolittle was appointed as County Manager in 2006. Prior positions include Deputy County Manager, Assistant County Manager for Administrative Services, Finance Director, Principal Internal Auditor, and Internal Auditor.

Mr. Doolittle was employed by the State of Arizona's Office of the Auditor General (1980-1986).

Mr. Doolittle was a member of the International City/County Management Association and the Government Finance Officer's Association. He served as Executive Director of the Pinal County Employees Benefit Trust and served four terms as Chairman of the Board of Trustees for the Arizona Counties Insurance Pool as well as the Arizona County Workers' Compensation Pool. Previously,

Mr. Doolittle is a graduate of Harvard University, John F. Kennedy School of Government, the Program for Senior Executives in State and Local Government. He is also a graduate of Arizona State University with a Bachelor of Science Degree in Accounting.

PROFESSIONAL SERVICES CONTRACT

OPERATIONAL REVIEW CONSULTANT

This Agreement is made by and between Terry Doolittle, hereinafter referred to as “Consultant,” whose address is 9268 East Mogollon Trail, Gold Canyon, Arizona, 85118 and Gila County, a political subdivision of the State of Arizona, hereinafter referred to as “County,” whose main offices are located at 1400 E. Ash Street, Globe, AZ 85501. Consultant and County together shall be referred to as “Parties”.

RECITALS

The Parties recite and declare:

- A. County is desirous of employing Consultant as an independent consultant based on Consultant’s education and work experience in the field of county management, program administration, finance, and delivery of county services.
- B. Consultant is desirous of acting as an independent consultant for County.

For the reasons cited above, and in consideration of the mutual covenants contained within this Agreement, Consultant and County agree as follows:

SECTION ONE  
EMPLOYMENT AS CONSULTANT

- A. Consultant shall provide services to the County on an as needed basis. Consultant shall spend time on site in County offices as needed to do research, collect information, interview County staff and present findings and recommendations to County. Consultant may do research, data analysis and report preparation off site. Consultant shall respond to reasonable requests for advice, consultation and take action on matters of concern to County whether Consultant is physically located at the county offices or elsewhere. When not physically at the county offices, Consultant shall be available for consultation by electronic communications technology.
- B. County, acting by and through its Manager, shall have the power to determine the specific duties to be performed by Consultant and the terms for performance of such duties. These duties include the following:
  - Perform a management audit of the Community Services Department operations in order to identify appropriate internal and external organizational relationships and staffing levels;
  - Identify the Community Services Department’s internal performance and operational strengths and weaknesses;

- Evaluate the data obtained for evidence of possible deficiencies such as: insufficient internal controls, duplicative effort, wasteful or unnecessary spending, fraud, lack of compliance with federal, state or local laws/regulations and failure to follow management policies and procedures;
- Recommend changes and corrective actions to achieve efficiencies and improve operations;
- Assist the County Manager in identifying the ideal qualifications and characteristics of the ideal candidate for the Director of the Department;
- Review other areas as deemed necessary or as requested by the County Manager.

## SECTION TWO RELATIONSHIP

- A. The relationship of Consultant to County is that of an independent contractor.
- B. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture, or relationship of principal and agent or employer and employee between the parties hereto or to provide either party with the right, power or authority, whether express or implied, to create any such duty or obligation on behalf of the other party.
- C. Consultant shall be solely responsible to pay all required taxes or deductions associated with Consultant's performance under this Agreement, including but not limited to, all withholding, social security, and worker's compensation.

## SECTION THREE COMPENSATION

- A. For services under and pursuant to this Agreement, Consultant shall be paid \$100 for each hour worked (billable hours), whether on site or off site.
- B. Consultant shall be paid mileage, including from Consultant's home to County offices, at the federal mileage rate allowance for business, which is set for this Agreement at 55.5 cents per mile.
- C. Consultant shall be reimbursed for hotel lodging, only if necessary and pre-approved by the County Manager.
- D. Payment for Consultant's services and associated expenses shall be made monthly in accordance with all of the provisions hereof and upon receipt of a properly completed invoice of billable hours, demand for payment of mileage accompanied by odometer mileage records and demand for payment of lodging expenses accompanied by receipts evidencing same.
- E. The total contract cost shall not exceed \$15,000.00

- F. County reserves the right to withhold any or all payments or portions thereof for Consultant's failure to perform in accordance with any provision of this Agreement or any modifications hereof.

SECTION FOUR  
DURATION AND TERMINATION

- A. This Agreement shall commence upon December 3, 2012, and shall terminate February 28, 2013, provided that the parties may mutually agree, in writing, to extend the term.
- B. In addition to terminating at the end of such period, this Agreement may be terminated as follows:
  - (i) By County or Consultant upon five (5) day written notification.
  - (ii) By mutual agreement of the parties.
  - (iii) If, through any cause, Consultant shall fail to fulfill in a timely and proper manner his or her obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this contract, County shall thereupon have the right to terminate, specifying the effective date thereof at least five (5) days before the effective date of such termination.
  - (iv) This Contract may be terminated in whole or in part by County in accordance with this clause if funding of County under a federal, state, or local grant or budgetary allocation is discontinued. Termination for convenience shall be effected by delivery to the Consultant at least five (5) working days prior to the termination date of a Notice of Termination for Convenience specifying the extent to which performance shall be terminated and the date upon which termination becomes effective.

SECTION FIVE  
CONFIDENTIALITY

- A. For the purposes of this Agreement, the term "Confidential Information" means all information disclosed to, or acquired by, the Consultant, its employees or agents in connection with, and during the term of this Agreement, including, without limiting the generality of the foregoing:
  - (i) all items and documents prepared for, or submitted to, the Consultant in connection with this Agreement, and
  - (ii) all information specifically designated by the County as confidential;

- (iii) but shall not include any information which was known to the Consultant, its employees or agents prior to the date hereof, or which was publicly disclosed otherwise than by breach of this Agreement.
- B. Consultant acknowledges that pursuant to the performance of its obligations under this Agreement, it may acquire Confidential Information. The Consultant covenants and agrees, during the Term and following any termination of this Agreement, to hold and maintain all Confidential Information in trust and confidence for the County and not to use Confidential Information other than for the benefit of the County. Except as authorized in writing by the County, the Consultant covenants and agrees not to disclose any Confidential Information, by publication or otherwise, to any person other than those persons whose services are contemplated for the purposes of carrying out this Agreement, provided that such persons may agree in writing to be bound by, and comply with the provisions of this paragraph. The Consultant shall obtain similar covenants and agreements to those contained in this paragraph for the benefit of the County from each of its employees or agents who are, or may be, exposed to Confidential Information.

#### SECTION SIX WARRANTIES

Consultant represents and warrants as follows:

- A. That Consultant is under no obligation or restriction, nor will Consultant assume any such obligation or restriction, which would in any way interfere or be inconsistent with, or present a conflict of interest concerning, the services to be furnished by Consultant under this Agreement.
- B. That all items delivered to the Consultant pursuant to this Agreement are original and that no portion of such items, or their use or distribution, violates or is protected by any copyright or similar right of any third party.
- C. That any information disclosed by the Consultant to the County is not confidential and/or proprietary to the Consultant and/or any third party.
- D. That all work and services performed under this Agreement shall be done in a good and workmanlike manner in accordance with the standards in the trade or industry.

#### SECTION SEVEN COMPLIANCE WITH LAWS.

- A. Consultant agrees to comply with all applicable federal, state and local, laws, ordinances, rules, regulations, codes and executive orders in the performance of its obligations under this Agreement, including those governing equal

employment opportunity, immigration, nondiscrimination, affirmative action and the following:

- (i) AMERICANS WITH DISABILITIES ACT REQUIREMENTS: County is fully committed to the Americans with Disabilities Act (ADA) which guarantees non-discrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and all County programs, activities and services. County Consultants, subConsultants, vendors, and/or suppliers are subject to this ADA policy. All individuals having a County contractual agreement must make the same commitment. Your acceptance of this Contract acknowledges your commitment and compliance with ADA.
- (ii) WRITTEN ACKNOWLEDGEMENT OF FEDERAL OR STATE FUNDING (IF APPLICABLE): All published materials, including printed products, publications, articles, medial events, news releases, written material related to public appearances or interviews, public service announcements or other activity related to this project shall reflect the relationship between County and the Federal or State awarding agency, and shall reflect the following statement in legible, easily readable print: *"This is being funded by a Contract under a grant to County from \_\_\_\_\_. Funding is not an endorsement of any products, opinions, or services. All \_\_\_\_\_ funded programs are extended to the public on a non-discriminatory basis."*
- (iii) NON-DISCRIMINATION REQUIREMENTS: The Consultant, in compliance with Title VI of the Civil Rights Act of 1964, its amendments and other applicable regulations, statutes and executive orders, agrees that it shall not discriminate against any employee, subConsultant, applicant for employment or subConsultant bidder because of race, color, religion, sex, age, national origin, or disability.
- (iv) EQUAL EMPLOYMENT OPPORTUNITY: Consultant agrees to comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity", and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- (iv) COPELAND "ANTI-KICKBACK" ACT (18 U.S.C. 874 AND 40 U.S.C. 276C): If this Contract exceeds all Contracts and sub grants of \$2,000 for construction or Consultant agrees to the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Consultants and SubConsultants on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States:). The Act provides that each Consultant or sub recipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.
- (vi) CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 327-333): If this Contract is in excess of \$2,000 for construction or in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers, the Consultant agrees to comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each Consultant shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1-1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surrounding or under working conditions, which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market or Contracts for transportation or transmission of intelligence.
- (vii) CLEAN AIR ACT (42 U.S.C. 7401 et seq.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251 et seq.) AS AMENDED: If this Contract is in excess of \$100,000 the Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (viii) BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352): Consultants who apply or bid for an award of \$100,000 or more complete the attached required certification. The Consultant certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
- (ix) DEBARMENT AND SUSPENSION (E.O.'S 12549 AND 12689): No Contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or

Nonprocurement Programs in accordance with E.O.'s 12549 and 12 689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and Consultants declared ineligible under statutory or regulatory authority other than E.O. 12549. If this Contract exceeds \$25,000.00, the Consultant shall complete the attached required certification regarding its exclusion status and that of its Consultant employees.

- (x) DAVIS-BACON ACT: As amended (40 U.S.C. 276a to a-7) – When required by Federal program legislation, all construction contracts awarded by the recipients and sub recipients of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, Consultants shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, Consultants shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

- B. Consultant further agrees to hold harmless and indemnify the County against any loss or damage to include reasonable attorney's fees that may be sustained by reason of the failure of the Consultant or its employees, agents or subConsultants to comply with said laws, ordinances, rules, regulations, codes and executive orders.

## SECTION EIGHT NOTICES

All notices, requests, demands or other communications required by this Agreement or desired to be given or made by either of the parties to the other hereto shall be given or made by personal delivery or by mailing the same in a sealed envelope, postage prepaid, certified or registered mail, return receipt requested, and addressed to the parties at their respective addresses set forth above or to such other address as may, from time to time, be designated by notice given in the manner provided in this paragraph. Any notice or communication mailed as aforesaid shall be deemed to have been given and received on the third business day next following the date of its mailing. Any notice or writing delivered to a party hereto shall be deemed to have it been given and received on the day it is delivered, provided that if such day is not a business day, then the notice or communication shall be deemed to have been given and received on the business day next following such date.

## SECTION NINE INSURANCE

- A. The Consultant will be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith whether owned by the Consultant or by County. The Consultant assumes all risks of direct and indirect damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, in connection in any way whatsoever with the contracted work. The Consultant shall, during the continuance of all work under this Agreement maintain appropriate insurance required by federal, state and local laws.

- B.** Consultant shall maintain, throughout the performance of its obligations under this Agreement, adequate general liability insurance providing coverage against liability for bodily injury, death and property damage which may arise out of or based upon any act or omission of the Consultant or any of its employees, agents or subConsultants under this Agreement. Upon written request, the Consultant shall promptly provide certificates from its insurers indicating the amount of insurance coverage, the nature of such coverage and the expiration date of each applicable policy.

## SECTION TEN INDEMNIFICATION.

Consultant shall indemnify, keep and save harmless County, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against County in consequence of the granting of this Agreement or which may otherwise result there from, if it shall be determined that the act was caused through negligence or error, or omission of the Consultant or his or her employees, or that of a subcontractor or his or her employees, if any; and the Consultant shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith; and if any judgment shall be rendered against County in any such action, the Consultant shall, at his or her own expense, satisfy and discharge the same. Consultant expressly understands and agrees that any performance bond or insurance protection required by this Agreement, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify, keep and save harmless and defend County as herein provided.

## SECTION ELEVEN MISCELLANIOUS.

Arbitration. Pursuant to Section 12-1518 of the Arizona Revised Statutes, the parties acknowledge and agree that they will be required to make use of mandatory arbitration of any legal action that is filed in the Arizona Superior Court concerning a controversy arising out of this Agreement if required by Section 12-133 of the Arizona Revised Statutes.

Assignment. The rights of each party to this Agreement may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior express and written consent of the other party.

Cancellation. This Agreement is subject to cancellation as provided in A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of County is, at any time while this Agreement or any extension thereof is in effect, an employee or agent of the other party to this Agreement in any capacity or a consultant to any other party with respect to the subject matter of this Agreement.

Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

Audits/access to records. Consultant shall maintain books, records, and documents of all costs and data in support of the services provided. County or its authorized representative shall have the right to audit the books, records, and documents of the Consultant. These provisions for an audit shall give County unlimited access during normal working hours to the Consultant's books and records under the conditions stated above. Unless otherwise provided by applicable statute, the Consultant, from the effective date of final payment or termination hereunder, shall preserve and make available to County for a period of three (3) years thereafter, at all reasonable times at the office of the Consultant but without direct charge to County, all its books, records, documents, and other evidence bearing on the costs and expenses of the services relating to the work hereunder. In addition, if this Agreement is funded under a grant from a Federal agency, the Federal awarding agency, the comptroller, General of the United States, or any of their duly authorized representative, shall have access to any books, documents, papers, and works of the Consultant, which are directly pertinent to a specific Federally funded program for the purpose of making audits, examinations, excerpts and transcriptions.

Construction. In this Agreement, except as otherwise expressly provided, all words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties referred to in each case require and the verb shall be read and construed as agreeing with the required word and pronoun.

Costs of Enforcement. In the event any action is commenced by a party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorney fees and costs from the party not prevailing.

Entire Agreement. This Agreement sets forth the entire Agreement between the parties hereto in connection with the subject matter hereof and supersedes all previous understandings, communications, arrangements and discussions, whether oral or written, with respect to the subject matter hereof.

Equitable Remedies. Consultant and County each expressly acknowledge that damages alone will be an inadequate remedy for any breach or violation of any of the provisions of this Agreement, and that either of them, in addition to all other remedies hereunder, shall be entitled, as a matter of right, to injunctive relief, including specific performance in any court of competent jurisdiction.

E-verify Requirements. To the extent applicable under A.R.S. § 41-4401, the Parties warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under A.R.S. § 23-214(A). The Parties or their subConsultant's breach of the above-mentioned warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by either entity. The Parties retain the legal right to randomly inspect the papers and records of the other Party or subConsultant employee to ensure that the Party and its subConsultants are complying with the above-mentioned warranty. The Parties and their subConsultants warrant to keep the papers and records open for random inspection during normal business hours by the Parties. The Parties and any subConsultant and its subConsultants shall cooperate with Party's random inspections including granting a Party entry rights onto its property to perform the random inspections and waiving their respective rights to keep such papers and records confidential. The Parties shall include the foregoing paragraph in all contracts with its subConsultants under this Agreement.

Force majeure. Consultant shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Consultant has no control.

Further assurances. The parties hereto covenant and agree that each shall and will, upon reasonable request of the other, make, do, execute or cause to be made, done or executed, all such further and other lawful acts, deeds, things, devices and assurances whatsoever for the better or more perfect and absolute performance of the terms and conditions of the this Agreement.

Governing law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Arizona, and any and all actions instituted for enforcement of this Agreement, or any portion thereof, shall be brought in the courts of the State of Arizona.

Headings. The division of this Agreement into paragraphs and the use of headings are for convenience of reference only and shall not modify or affect the interpretation or construction of this Agreement or any of its provisions.

Modification. No alteration, modification, extension, amendment, waiver or qualification of this Agreement shall be valid unless it is in writing and is executed by both of the parties hereto or an authorized representative thereof.

News release. As a matter of policy, County does not endorse the products or services of a Consultant or Consultant. News releases concerning this Agreement or consultant services hereunder will not be made by Consultant without the prior written approval of County

Records retention. To the extent required by Section 35-214 of the Arizona Revised Statutes, Consultant agrees to retain all records relating to this Agreement and to make those records available at all reasonable times for inspection and audit by County or the Auditor General of the State of Arizona during the term of this Agreement and for a period of five (5) years after the completion of this Agreement. The records shall be provided at a location designated by County upon reasonable notice to Consultant.

Severability. If any paragraph of this Agreement or any portion thereof is determined to be unenforceable or invalid by the decision of any court by competent jurisdiction, which determination is not appealed or appealable, for any reason whatsoever, such unenforceability or invalidity shall not invalidate the whole Agreement, but the Agreement shall be construed as if it did not contain the particular provision held to be invalid and the rights and obligations of the parties shall be construed and enforced accordingly.

Scrutinized Business Operations. Pursuant to A.R.S. § 35-391.06 and § 35-393.06, the Parties certify that they do not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section the term "scrutinized business operations" shall have the meanings set forth in A.R.S. § 35-391 or § 35-393, as applicable. If a Party determines that the other Party submitted a false certification, the Party may impose remedies as provided by law including terminating this Agreement.

Survival of terms. Those provisions of this Agreement that, by their nature, are intended to survive any expiration or termination of this Agreement shall so survive.

Title to and return of property. It is understood that any and all written or descriptive matter or electronic media which has been developed, maintained, prepared, submitted and/or copied by the Consultant in furtherance of this Agreement, or which may contain confidential information, including, but not limited to, all finished or unfinished work or work product, files, lists, papers, documents, data, plans, studies, surveys, drawings, maps, models, reports, tapes, CDs or other such media shall be the sole property of County and that upon any termination of this Agreement for any reason, the Consultant shall promptly deliver same to County without exception or reservation.

Use of Trade Marks, Trade Names, seals, insignia. Consultant shall have no right to use the Trade Marks, Trade Names, seals, insignia, or other like or similar property of the Consultant or to refer to this Agreement or the services provided hereunder, directly or indirectly, in connection with any product, service, promotion or publication without the prior written approval of the County.

Waiver. A waiver by either party to this Agreement of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach or violation thereof.

In witness whereof, each party to this agreement has caused it to be executed as of the date of the last signature below.

CONSULTANT

GILA COUNTY

\_\_\_\_\_  
Terry Doolittle

\_\_\_\_\_  
Ms. Tommie Martin, Chairman  
Board of Supervisors

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

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

ATTEST:

\_\_\_\_\_  
Marian Sheppard  
Clerk of the Board

APPROVED AS TO FORM:

\_\_\_\_\_  
Bryan Chambers  
Deputy Gila County Attorney



## *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.

**Regular BOS Meeting**

<b>Meeting Date:</b>	11/20/2012		
<b>Submitted For:</b>	Barbara Valencia, WIA Department Program Manager	<b>Submitted By:</b>	Barbara Valencia, WIA Department Program Manager, Community Services Division
<b>Department:</b>	Community Services Division	<b>Division:</b>	WIA Department
<b>Fiscal Year:</b>	Program Year 2012	<b>Budgeted?:</b>	No
<b>Contract Dates Begin &amp; End:</b>	July 1, 2009 - June 30, 2014	<b>Grant?:</b>	Yes
<b>Matching Requirement?:</b>	No	<b>Fund?:</b>	Replacement

InformationRequest/Subject

Amendment No. 3 to an Intergovernmental Agreement (Contract No. DE101056001) with Arizona Department of Economic Security.

Background Information

The purpose of this Intergovernmental Agreement is to provide the required One-Stop services outlined in the Workforce Investment Act (WIA) of 1998. As a mandated partner in the One-Stop Delivery System, the Arizona Department of Economic Security shall provide REPAC (Re-Employment and Placement Assistance Center) the necessary office space to perform work duties.

May 4, 2010 - the Board of Supervisors approved the original contract DE101056001.

May 17, 2011 - the Board of Supervisors approved Amendment No. 1, which revised Indirect Charges to 19.54%.

September 20, 2011 - the Board of Supervisors approved Amendment No. 2 which removed work spaces in Lake Havasu.

August 7, 2012 - the Board of Supervisors approved Amendment No. 3 which terminated the contract - Amendment No. 3 has been voided and will not be executed by the State.

Evaluation

Revised Amendment No. 3 has been submitted for approval. The previously signed Amendment No. 3 - Contract DE101056001 was not executed based on the input the State received from the Attorney General's Office. Revised Amendment No. 3 termination date is now "the Date of Last Signature". The "Date of Last Signature" will be date the State's Office of Procurement affixes its signature.

Conclusion

Amendment No. 3 to the Intergovernmental Agreement (Contract No. DE101056001) between the Arizona Department of Economic Security (ADES) and Gila County dated 8/7/2012 was voided. This new Amendment No. 3 has now been revised as follows:

Pursuant to Paragraph 3.3 Termination, Section 3.3.1 at the Contractor's requests, and mutual agreement of both parties, the contract is terminated effective the date of last signature.

This Agreement is being terminated because under this contract, Gila County REPAC no longer requires office space in the Safford area, which was the last area utilizing office space provided by ADES.

Recommendation

The WIA Program Director is recommending that the Board approve Amendment No. 3 to an Intergovernmental Agreement (Contract No. DE101056001) between the Arizona Department of Economic Security and Gila County pursuant to Paragraph 3.3 Termination, Section 3.3.1 at the Contractor's request, and mutual agreement of both parties, the Agreement is terminated effective the date of last signature.

Suggested Motion

Approval of Amendment No. 3 to an Intergovernmental Agreement (Contract No. DE101056001) between the Arizona Department of Economic Security and Gila County pursuant to Paragraph 3.3 Termination, Section 3.3.1 at the Contractor's request, and by mutual agreement of both parties, the Agreement is terminated effective the date of last signature.

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Attachments

Letter - Contract DE101056001

Amendment No. 3 DE101056001

Amendment No. 2 DE101056001

Amendment No. 1 DE101056001

Original Contract DE101056001

Legal Explanation



DEPARTMENT OF ECONOMIC SECURITY

*Your Partner For A Stronger Arizona*

Janice K. Brewer  
Governor

Clarence Carter  
Director

September 17, 2012

Barbara Valencia  
Gila County Community Svcs. Div  
5515 South Apache Avenue, Suite #200  
Globe AZ 85501

Dear Barbara;

In response to your Friday, September 14, 2012 email, the previously signed Amendment 3 of DES contract number, DE101056-001 will not be executed by our Office of Procurement, based on the input it received from the Attorney General's Office. Consequently, that amendment, terminating the contract as of July 1, 2012, will not become an official record. As a result, I forwarded to you via email a revised Amendment 3 on Tuesday, September 11, 2012, setting the termination date, 'the Date of Last Signature'.

For the record, the Date of Last Signature will be the date our Office of Procurement affixes its signature.

There's no jeopardy in Gila County signing the 'date of last signature' amendment three because the amendment terminating the contract as of July 1, 2012 will not signed by DES. As you know, for a contract or amendment to be enforceable, the signature of both parties must be affixed.

Sincerely,

Mike Davis  
Contract Mgmt. Specialist III

cc: File



DEPARTMENT OF ECONOMIC SECURITY

Your Partner For A Stronger Arizona

Intergovernmental Agreement
CONTRACT AMENDMENT

1. CONTRACTOR (Name and address)
Gila County Board of Supervisors
PO Box 2778
Globe AZ 85502
2. CONTRACT ID NUMBER
DE101056001
3. AMENDMENT NUMBER
03

4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT

Pursuant to Paragraph 3.3 Termination, Section 3.3.1 at the Contractor's request, and mutual agreement of both parties, the contract is terminated effective the date of last signature.

5. In accordance with A.R.S. § 35-393.06, the Contractor certifies that the Contractor does not have scrutinized business operations in Iran.

In accordance with A.R.S. § 35-391.06, the Contractor certifies that the Contractor does not have scrutinized business operations in Sudan.

6. EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. THE AMENDMENT SHALL BECOME EFFECTIVE ON THE DATE OF LAST SIGNATURE UNLESS OTHERWISE SPECIFIED HEREIN. BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.

7. ARIZONA DEPARTMENT OF ECONOMIC SECURITY
8. NAME OF CONTRACTOR
Gila County Board of Supervisors
SIGNATURE OF AUTHORIZED INDIVIDUAL
TYPED NAME
Elizabeth G. Csaki, CPPB
Tommie C. Martin
TITLE
Procurement Manager
Chairman
DATE

IN ACCORDANCE WITH ARS §11-952 THIS CONTRACT AMENDMENT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT AMENDMENT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.

ARIZONA ATTORNEY GENERAL'S OFFICE

By: Assistant Attorney General

By: Public Agency Legal Counsel

Date:

Date:



DEPARTMENT OF ECONOMIC SECURITY

Your Partner For A Stronger Arizona

Intergovernmental Agreement
CONTRACT AMENDMENT

Table with 2 columns: 1. CONTRACTOR (Name and address) - Gila County REPAC, 5515 South Apache Avenue, P. O. Box 2778, Globe, Arizona 85502; 2. CONTRACT ID NUMBER - DE101056001; 3. AMENDMENT NUMBER - 2

4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT

Pursuant to Section 4.0, Amendments and Modifications, and in accordance with Paragraph 30.0, Occupancy Information, the following changes are made to the original agreement based on the Gila County REPAC written request of July 6, 2011.

- 1) Paragraph 30.1, Site Location(s) remove: Location I - Lake Havasu DES Location 421, 228 London Bridge Road, Lake Havasu, Arizona 86403
2) Paragraph 30.3: remove the entire paragraph as written.
3) Paragraph 30.4: remove the entire paragraph as written.

5. In accordance with A.R.S. § 35-393.06, the Contractor certifies that the Contractor does not have scrutinized business operations in Iran. In accordance with A.R.S. § 35-391.06, the Contractor certifies that the Contractor does not have scrutinized business operations in Sudan.

6. EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. THE AMENDMENT SHALL BECOME EFFECTIVE ON THE DATE OF LAST SIGNATURE UNLESS OTHERWISE SPECIFIED HEREIN. BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.

Table with 2 columns: 7. ARIZONA DEPARTMENT OF ECONOMIC SECURITY (Signature, Typed Name: Elizabeth G. Csaki, CPPB, Title: Contract Administration Unit Manager, Date); 8. NAME OF CONTRACTOR (Signature, Typed Name: Michael A. Pastor, Title: Chairman, Gila County Board of Supervisors, 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

Date:

**Intergovernmental Agreement  
CONTRACT AMENDMENT**

<b>1. CONTRACTOR (Name and address)</b> Gila County REPAC 5515 South Apache Avenue P. O. Box 2778 Globe, Arizona 85502	<b>2. CONTRACT ID NUMBER</b> DE101056001
	<b>3. AMENDMENT NUMBER</b> 1

4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT

**REVISE**

**Section 31.0 Indirects**

**FROM:**

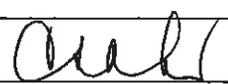
31.3.1 Indirect charges as defined by OMB Circular A-87, which states, in part, "that indirect costs are those that have been incurred for common or joint purposes. These costs benefit more than one cost objective and cannot be readily identified with a particular final cost object without effort disproportionate to the results achieved." will be invoiced at 1.12% for Location I and 1.84% for Location II of the total occupancy costs plus monthly voice bill.

**CHANGE TO:**

31.3.1 Indirect charges as defined by OMB Circular A-87, which states, in part, "that indirect costs are those that have been incurred for common or joint purposes. These costs benefit more than one cost objective and cannot be readily identified with a particular final cost object without effort disproportionate to the results achieved." will be invoiced at 19.54% for Location I and 19.54% for Location II of the total occupancy costs plus monthly voice bill.

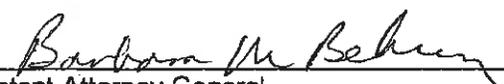
5. In accordance with A.R.S. § 35-393.06, the Contractor certifies that the Contractor does not have scrutinized business operations in Iran. In accordance with A.R.S. § 35-391.06, the Contractor certifies that the Contractor does not have scrutinized business operations in Sudan.

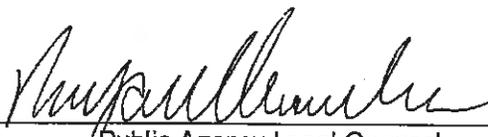
6. EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. THE AMENDMENT SHALL BECOME EFFECTIVE ON THE DATE OF LAST SIGNATURE UNLESS OTHERWISE SPECIFIED HEREIN. BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.

<b>7. ARIZONA DEPARTMENT OF ECONOMIC SECURITY</b>	<b>8. NAME OF CONTRACTOR</b> Gila County Board of Supervisors dba Gila County REPAC
SIGNATURE OF AUTHORIZED INDIVIDUAL 	SIGNATURE OF AUTHORIZED INDIVIDUAL 
TYPED NAME <b>Elizabeth G. Csaki, CPPB</b>	TYPED NAME Michael A. Pastor
TITLE <b>Professional Services Unit Manager</b>	TITLE Chairman, Gila County Board of Supervisors
DATE 6/23/11	DATE 5/17/11

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

By:   
 Public Agency Legal Counsel

Date: 6/22/11

Date: 5-17-2011

## INTERGOVERNMENTAL AGREEMENT (IGA)

**Contract between the Arizona Department of Economic Security ("DES") and Gila County REPAC (Re-Employment and Pre-Layoff Assistance Center).**

**WHEREAS** DES is duly authorized to execute and administer contracts under A.R.S §41-1954 and,

**WHEREAS** Gila County REPAC is duly authorized to execute and administer contracts under A.R.S. §11-201; and,

**WHEREAS** DES and Gila County REPAC 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**, DES and Gila County REPAC agree to abide by all the terms and conditions set forth in this Agreement.

**In accordance with A.R.S. § 35-3903.06, Gila County REPAC certifies that Gila County REPAC does not have scrutinized business operations in Iran.**

**In accordance with A.R.S. § 35-391.06, Gila County REPAC certifies that Gila County REPAC does not have scrutinized business operations in Sudan.**

**BY SIGNING THIS FORM ON BEHALF OF GILA COUNTY REPAC, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND GILA COUNTY REPAC TO THIS CONTRACT**

**FOR AND ON BEHALF OF THE ARIZONA  
DEPARTMENT OF ECONOMIC SECURITY**

*Csaki*

Procurement Officer Signature

**Elizabeth G. Csaki, CPPB**  
Printed Name

*Professional Services Unit Manager*  
Title

Date

*6/10/2010*

**FOR AND ON BEHALF OF GILA COUNTY REPAC**

*Shirley L. Dawson*

Signature

**Shirley L. Dawson**  
Printed Name

*Chairman, Gila County Board of Supervisors*  
Title

Date

*5/4/10*

**DE101056001**

DES 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. Behr*

Assistant Attorney General

Date:

*6/7/10*

By: *Raymond L. ...*

Public Agency Legal Counsel

Date:

*4/10/12*

**1.0 DES VISION AND MISSION STATEMENTS**

- 1.1 DES Vision: Every child, adult, and family in the State of Arizona will be safe and economically secure.
- 1.2 DES Mission: DES promotes the safety, well-being, and self sufficiency of children, adults, and families.”

**2.0 PARTIES**

- 2.1 This Intergovernmental Agreement (IGA) is between DES and Gila County REPAC.

**3.0 TERM OF AGREEMENT**

**3.1 TERM**

The term of this Agreement shall have an effective date of July 1, 2009 and end on June 30, 2014, unless otherwise agreed upon by both parties in writing.

**3.2 EXTENSION**

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

**3.3 TERMINATION**

- 3.3.1 This agreement may be terminated by mutual agreement of the parties at any time during the term of this agreement.
- 3.3.2 Each party shall have the right to terminate this agreement by hand-delivering to the other party written notice of termination at least thirty (30) days prior to the effective date of said termination.

**4.0 AMENDMENTS OR MODIFICATIONS**

- 4.1 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.
- 4.2 Either party shall give written notice to the other party of any non-materials alteration that affects the provisions of this Agreement. Non-material alterations that do not require a written amendment are as follows:
  - 1. Change of address.
  - 2. Change of telephone number.
  - 3. Change in authorized signatory.
  - 4. Change in the name and/or address of the person to whom notices are to be sent.
  - 5. Changes in contract related personnel positions of Gila County REPAC which do not affect staffing rations, staff qualifications or specific individuals required under this contract.

**5.0 DEFINITIONS**

- 5.1 “DES” is the party who is providing the One-Stop location space.
- 5.2 “DES Site Location” means the facility where the location of integrated program services will occur.
- 5.3 “Gila County REPAC” is the party who is locating with DES.
- 5.4 “Agreement” means the executed Intergovernmental Agreement between the governmental parties.

**6.0 PURPOSE OF AGREEMENT**

- 6.1 The purpose of this Agreement is to provide the required one-stop services outlined in 20 CFR 662.200.as required under the Workforce Investment Act of 1998. As a mandated partner in the one-stop service delivery system, DES must provide services in the identified one-stop facility within each Local Workforce Investment Area (LWIA). This agreement outlines the provisions under which DES will provide those services.

**7.0 MANNER OF FINANCING**

- 7.1 DES/Employment Services is 100% federally funded.

**8.0 SERVICE DESCRIPTION**

- 8.1 Provision of services to clients under the Workforce Investment Act of 1998 to consolidate, coordinate, and improve employment, training, literacy, and vocational rehabilitation programs in the United States and for other purposes.

**9.0 RESPONSIBILITIES**

- 9.1 DES and Gila County REPAC agree as follows in order to meet the requirements of the Workforce Investment Act of 1998:

- 9.2 DES shall provide Gila County REPAC with 63.0 net square feet of workspace at Location I – Lake Havasu City (Section 26.1 Occupancy Information) for Gila County REPAC staff and shall provide the necessary common area needed for Gila County REPAC staff to perform work duties.
- 9.3 DES shall provide Gila County REPAC with 164.0 net square feet of workspace at Location II - Safford (Section 26.1 Occupancy Information) for Gila County REPAC staff and shall provide the necessary common area needed for Gila County REPAC staff to perform work duties.
- 9.4 Gila County REPAC will reimburse DES for usage of the workspaces and a percentage of the common area used by Gila County REPAC staff at both locations on a monthly basis.

**10.0 REPORTING REQUIREMENTS**

- 10.1 Gila County REPAC shall provide to DES the following reports: Not Applicable

**11.0 PAYMENT REQUIREMENTS**

- 11.1 DES will invoice Gila County REPAC within ninety (90) days from the date the charges are incurred under this Agreement.
- 11.2 Invoices shall be submitted, by DES, to the contact's address in Section 12.1.
- 11.3 Gila County REPAC shall prepare and issue a warrant within thirty (30) days of receipt of the invoice.
- 11.4 The warrant shall be submitted to contact and address in Section 12.2.

**12.0 NOTICES**

- 12.1 All notices to Gila County REPAC regarding this Agreement shall be sent to the following address:  
Breena York  
Fiscal Manager, REPAC/WIA  
Gila County REPAC  
5515 South Apache Avenue  
P. O. Box 2778  
Globe, Arizona 85502  
Phone: (928) 425-7631 ext 8652  
Fax: (928) 425-9468  
E-Mail: [byork@co.gila.az.us](mailto:byork@co.gila.az.us)
- 12.2 All notices to DES regarding this Agreement shall be sent to the following address:  
Kathryn Todd, Programs & Projects Specialist  
Budget & Planning Unit  
AZ/DES/Employment Administration  
Site Code: 734A  
1789 West Jefferson Road  
Phoenix, Arizona 85007  
Phone: 602-542-0929  
Fax: 602-541-3690  
E-mail: [KTodd@azdes.gov](mailto:KTodd@azdes.gov)
- 12.3 Notices, requests, or demands given or made upon the parties hereto, pursuant to or in connection with this Agreement, unless otherwise noted, shall be delivered in person or sent by United States Mail, postage prepaid, to the parties at their respective address as indicated above.
- 12.4 All notices shall reference the contract number(s) as indicated on the signature page of this Agreement.
- 12.5 The DES Local Office Coordinator staffed at each location site will handle routine non-monetary office and facility related issues or concerns.

**13.0 DISPOSITION OF PROPERTY**

- 13.1 It is the purchasing party's responsibility to dispose of furniture or office equipment purchased during the term of this Agreement as authorized in that party's rules and regulations.

**14.0 OTHER MATTERS**

- 14.1 Not Applicable

**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 fiscal year. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by DES at the end of the period for which funds are available.
- 15.2 No liability shall accrue to DES in the event this provision is exercised, and DES shall not be obligated or liable for any future payments of or any damages as a result of termination under this paragraph.

**16.0 AVAILABILITY OF FUNDS FOR THE CURRENT STATE FISCAL YEAR**

- 16.1 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:
- 16.1.1 Reduce payments or units authorized;
- 16.1.2 Accept a decrease in price offered by Gila County REPAC;
- 16.1.3 Cancel the Contract;
- 16.1.4 Cancel the Contract and re-solicit the requirements; or
- 16.1.5 The Director of DES shall have the sole and unfettered discretion in determining the availability of funds. The DES and Gila County REPAC may mutually agree to reduce reimbursement to the DES when the payment type is Fixed Price with Price Adjustment by executing a contract amendment.

**17.0 ARBITRATION**

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

**18.0 CANCELLATION FOR CONFLICT OF INTEREST**

- 18.1 Pursuant to A.R.S. §38-511, the State, its political subdivisions or any department or agency of either may, within three years after its execution, cancel any contract without penalty or further obligation, made by the State, its political subdivisions or any department or agency of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State, its political subdivisions or any department or agency of either is, at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or a consultant to any other party to the Contract with respect to the matter of the Contract. A cancellation made pursuant to this provision shall be effective when Gila County REPAC received written notice of the cancellation, unless the notice specifies a later time.

**19.0 NON-DISCRIMINATION**

- 19.1 Gila County REPAC shall comply with Executive Order 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin, or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules and regulations, including the Americans with Disabilities Act. Gila County REPAC shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, religion, sex, national origin or disability.

**20.0 COMPLIANCE WITH APPLICABLE LAW**

- 20.1 This Agreement shall be governed and interpreted by the laws of the State of Arizona. The materials and services supplied under this Agreement shall comply with all applicable Federal, State and local laws, and Gila County REPAC shall maintain all applicable licenses and permit requirements.

**21.0 DATA SHARING AGREEMENT**

- 21.1 If determined by the DES that sharing of confidential data will occur with Gila County REPAC, Gila County REPAC shall complete the DES Data Sharing Request Agreement and submit the completed Agreement to DES/EA Program Designated Staff prior to any work commencing or data shared. A separate Data Sharing Request Agreement shall be required between Gila County REPAC and each DES Program sharing confidential data.

**22.0 INDEMNIFICATION**

- 22.1 Indemnification for Gila County REPAC
- 22.1.1 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.

**23.0 INSURANCE REQUIREMENTS**

- 23.1 Insurance Requirements for Governmental Parties to an IGA:
- 23.1.1 None.

**24.0 IT 508 COMPLIANCE**

- 24.1 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 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.

**25.0 RECORDS AND AUDIT**

- 25.1 Pursuant to A.R.S. §35-214 and §35-215, Gila County REPAC shall retain and shall contractually require each subcontractor to retain all data, books and other records ("Records") relating to this Contract for a period of five (5) years after the completion of the Contract. All records shall be subject to inspection and audit by DES at reasonable times. Upon request, Gila County REPAC shall produce the original of any of all such Records at no cost.

**26.0 RIGHT OF OFFSET**

- 26.1 DES shall be entitled to offset against any sums due Gila County REPAC, any expenses or costs incurred by the DES, or damages assessed by the DES concerning Gila County REPAC's non-conforming performance or failure to perform the Agreement, including expenses, costs and damages.

**27.0 THIRD-PARTY ANTITRUST VIOLATIONS**

- 27.1 Gila County REPAC assigns to DES any claim for overcharges resulting from antitrust violations concerning materials or services supplied by third parties to Gila County REPAC, toward fulfillment of this contract.

**28.0 FINGERPRINTING**

- 28.1 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:
  - 28.1.1 Personnel who are employed by Gila County REPAC, 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 DES 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 (7) working days of employment.
  - 28.1.2 Gila County REPAC shall assume the costs of fingerprint checks and may charge these costs to its fingerprinted personnel. DES may allow all or part of the costs of fingerprint checks to be included as an allowable cost in a contract.
  - 28.1.3 Except as provided in A.R.S. §46-141 (as may be amended), this contract may be cancelled or terminated immediately if a person employed by Gila County REPAC 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.
  - 28.1.4 Personnel who are employed by any Gila County REPAC whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify on forms provided by DES and notarized whether they are awaiting trial on of have ever been convicted of any of the offenses described in A.R.S. §46-141 (as may be amended).
  - 28.1.5 Personnel who are employed by any Gila County REPAC, whether paid or not, and who are required or allowed to provide services directly to juveniles shall on forms provided by DES 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.
  - 28.1.6 Federally recognized Indian tribes or military bases may submit and DES 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).

**29.0 FEDERAL IMMIGRATION AND NATIONALITY ACT**

- 29.1 By entering into this Agreement, both parties warrant compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration



**31.0 Indirects**

31.3.1 Indirect charges as defined by OMB Circular A-87, which states, in part, "that indirect costs are those that have been incurred for common or joint purposes. These costs benefit more than one cost objective and cannot be readily identified with a particular final cost object without effort disproportionate to the results achieved." will be invoiced at 1.12% for Location I and 1.84% for Location II of the total occupancy costs plus monthly voice bill.

**32.0 TELECOMMUNICATIONS – VOICE/DATA**

32.1 DES will provide the following voice requirements, wiring, and installation as identified for Location I:

- Instruments/lines
- Voice Mail
- T-1 Line(s)
- Telephone(s)
- Fax machine – Resource Room/Office Area
- UI Ring Down Phone Line
- Maintenance and repair of instruments

32.2 Gila County REPAC will provide the following voice requirements, wiring, and installation as identified for Location I:

- Instruments/lines
- Voice Mail
- T-1 Line(s)
- Fax machine
- Maintenance and repair of instruments

32.3 DES will provide the following voice requirements, wiring, and installation as identified for Location II:

- Instruments/lines
- Voice Mail
- T-1 Line(s)
- Telephone(s)
- Fax machine – Resource Room/Office Area
- UI Ring Down Phone Line
- Maintenance and repair of instruments

32.4 Gila County REPAC will provide the following voice requirements, wiring, and installation as identified for Location II:

- Instruments/lines
- Voice Mail
- T-1 Line(s)
- Fax machine
- Maintenance and repair of instruments

**32.5 Voice Communication Charges**

For voice communication charges each month, DES will invoice the actual costs of the voice communications based upon the proportionate share of the voice communications for the preceding month to Gila County REPAC.

32.5.1 The percentage invoiced for Location I will be 1.12%. This is based on the percent of occupancy per Section 30.3 of this Agreement.

32.5.2 The percentage invoiced for Location II will be 1.84%. This is based on the percent of occupancy per Section 30.5 of this Agreement.

**32.6 Voice Communications**

Voice communication adds, moves, or changes are the responsibility of each party. The party requesting the adds, moves, or changes will coordinate the payment with the party owning the equipment. The responsible party renders payment upon invoice by the party owning the equipment.

**32.7 Data Communications**

Data communications is the responsibility of each party. Adds, moves, and changes to data communications is the responsibility of each party.

**33.0 OFFICE FURNITURE AND EQUIPMENT**

33.1 DES will provide the following at the Location I:

- Office supplies for DES staff
- Desk(s)
- Side chair(s)
- Computer table (s)
- 1 Modular workstation(s)
- Partitioned workstation(s)
- Chair(s)
- File cabinet(s)
- Copier(s)

33.2 Gila County REPAC will provide the following at the Location I:

- Modular workstation(s)
- 1 Printer(s)
- 1 Side chair(s)
- Computer table (s)
- Office supplies for Gila County REPAC staff
- 1 Bookcase(s)
- Chair(s)
- 1 File cabinet(s)
- Copier(s)
- 1 PC(s)

33.3 DES will provide the following at the Location II:

- |                                                                  |                                                     |
|------------------------------------------------------------------|-----------------------------------------------------|
| <input checked="" type="checkbox"/> Office supplies for ES staff | <input type="checkbox"/> Partitioned workstation(s) |
| <input type="checkbox"/> Desk(s)                                 | <input type="checkbox"/> Chair(s)                   |
| <input type="checkbox"/> Side chair(s)                           | <input type="checkbox"/> File cabinet(s)            |
| <input type="checkbox"/> Computer table (s)                      | <input checked="" type="checkbox"/> 1 Copier(s)     |
| <input checked="" type="checkbox"/> 1 Modular workstations       | <input checked="" type="checkbox"/> 1 Office(s)     |

33.4 Gila County REPAC will provide the following at the Location II:

- |                                                                                 |                                                       |
|---------------------------------------------------------------------------------|-------------------------------------------------------|
| <input type="checkbox"/> Modular workstation(s)                                 | <input checked="" type="checkbox"/> 2 Bookcase(s)     |
| <input checked="" type="checkbox"/> 1 Printer(s)                                | <input checked="" type="checkbox"/> 2 Chair(s)        |
| <input checked="" type="checkbox"/> 2 Side chair(s)                             | <input checked="" type="checkbox"/> 2 File cabinet(s) |
| <input type="checkbox"/> Computer table (s)                                     | <input type="checkbox"/> Copier(s)                    |
| <input checked="" type="checkbox"/> Office supplies for Gila County REPAC staff | <input checked="" type="checkbox"/> 2 PC(s)           |

33.5 The purchasing party shall retain all furniture and office equipment purchased during the term of this Agreement.

33.6 **Equipment Supplies**

The equipment supplies used such as paper, toner and maintenance costs are the responsibility of each program.

33.7 **Office Supplies**

Each party will be responsible for providing its own staff with office supplies needed to perform their work duties.

**34.0 VETERANS' PRIORITY PROVISIONS**

34.1 This program, funded by the U.S. Department of Labor is subject to the provisions of the "Jobs for Veterans Act" (JVA), Public Law 107-288 (38 USC 4215). The JVA provides priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services. Please note that to obtain priority service, a veteran must meet the program's eligibility requirements. Training and Employment Guidance Letter (TEGL) No. 5-03(September 16, 2003) provided general guidance on the scope of the veterans priority statute and its effect on current employment and training programs. In addition to the TEGL, a series of questions and answers related to priority of service is posted at <http://www.doleta.gov/programs/VETS/> for fifteen (15) programs administered by the Employment and Training Administration (ETA). The Planning Guidance (either the Stand-Alone Planning Guidance at 70 FR 19206 (April 12, 2005)) or the Unified Planning Guidance at 70 FR 19222 (April 12, 2005 )) and TEGL 13-06 and TEGL 13-06, Change 1, entitled "Instructions for Workforce Investment Act and Wagner-Peyser Act State Planning and Waiver Requests for Years 3 and 4 of the Strategic Five-Year State Plan (PY 2007 and 2008)" required states to describe the policies and strategies in place to ensure, pursuant to the Jobs for Veterans Act, that priority of service is provided to veterans (and certain spouses) who otherwise meet the eligibility requirements for all employment and training programs funded by the U.S. Department of Labor and administered by ETA. In addition, the states were required to provide assurances that they will comply with the Veterans' Priority Provisions established by the Jobs for Veterans Act (38 USC 4215). States are bound by their approved state plans.

**35.0 AMERICANS WITH DISABILITY ACT**

35.1 Both parties to this Agreement shall comply with the Americans' with Disabilities Act of 1990 (P.O. 101-336), and as may be amended.

**36.0 COMPLIANCE WITH CIVIL RIGHTS ACT**

36.1 Both parties shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and State Executive Order No. 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities. The parties shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of disability, in delivering contract services.

**37.0 SALARY AND BONUS LIMITATIONS**

37.1 In compliance with Public Law 110-161 (and any other applicable appropriation provision), none of the funds appropriated in the Act under the heading 'Employment and Training' shall be used by a recipient or sub-recipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II. This limitation shall not apply to vendors providing

goods and services as defined in OMB Circular A-133. Where States are recipients of such funds, States may establish a lower limit for salaries and bonuses of those receiving salaries and bonuses from sub-recipients of such funds, taking into account factors including the relative cost-of-living in the State, the compensation levels for comparable State or local government employees, and the size of the organizations that administer Federal programs involved including Employment & Training Administration programs. See Training and Employment Guidance Letter number 5-06 for further clarification.

**38.0 EMPLOYMENT DISCLAIMER PROVISION**

38.1 This Agreement is not intended to constitute, create, give rise to or otherwise recognize a joint venture, partnership, or format business association or organization of any kind and the rights and obligations of the parties shall be only those expressly set forth in the Agreement.

**39.0 CONFIDENTIALITY OF RECORDS**

39.1 Gila County REPAC shall establish and maintain procedures and controls that are acceptable to the State for the purpose of assuring that no information contained in its records or obtained from the State or from others in carrying out its functions under the MASGER PROGRAM AGREEMENT shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information shall be referred to the State.

**40.0 OFFSHORE PERFORMANCE OF WORK PROHIBITED**

40.1 Due to security and identify protection concerns, direct services under this Agreement 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 Agreement. This provision applies to work performed by subcontractors at all tiers.

**41.0 ATTACHMENTS**

- 41.1 Gila County REPAC shall comply with the attached:
- 41.1.1 Attachment 1 Assurances and Certification Signature Page
- 41.1.2 Attachment 2 Procurement Contract Provisions
- 41.1.3 Attachment 3 Retention and Access Requirements for Records
- 41.1.4 Attachment 4 Assurances – Non-Construction Programs
- 41.1.5 Attachment 5 Certification Regarding Debarment, Suspension, and Other Responsibility Matters
- 41.1.6 Attachment 6 Certification Regarding Lobbying
- 41.1.7 Attachment 7 Drug-Free Workplace Certification
- 41.1.8 Attachment 8 Nondiscrimination & Equal Opportunity Assurance
- 41.1.9 Attachment 9 Certification of Release of Information
- 41.1.10 Attachment 10 Certificate Regarding Environmental Tobacco Smoke
- 41.1.11 Attachment 11 Other Administrative Requirements
- 41.1.12 Attachment 12 OMB Circular A-87 Revised
- 41.1.13 Attachment 13 WIA Title 1B Fraud and Abuse Policy of the Workforce Investment Act

**42.0 EXHIBITS**

- 42.1 The following list of exhibits constitutes an integral part of subject Agreement:
- 42.1.1 NONE

**ASSURANCES AND CERTIFICATIONS – SIGNATURE PAGE**

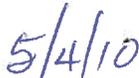
The Department of Labor will not award a grant or agreement where the grantee/recipient has failed to accept the ASSURANCES AND CERTIFICATIONS contained in this section. Therefore, Department of Economic Security/Employment Administration cannot award a grant or agreement where the sub-grantee/sub-recipient has failed to accept the ASSURANCES AND CERTIFICATIONS contained in this section. By signing and returning this signature page, the grantee/recipient is providing the certifications set forth below:

- A. **Assurances - Non-Construction Programs (SF 424 B)**
- B. **Certification Regarding Debarment and Suspension.. (29 CFR Part 98)**
- C. **Certification Regarding Lobbying (29 CFR Part 93)**
- D. **Drug Free Workplace Certification (29 CFR Part 98)**
- E. **Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37),**
- F. **Certification of Release of Information**
- G. **Certification Regarding Environmental Tobacco Smoke**
- H. **Other Administrative Requirements**
- I. **OMB Circular A-87 Revised**

APPLICANT NAME and LEGAL ADDRESS:

NAME  
ADDRESS  
CITY, STATE, ZIP

If there is any reason why one of the assurances or certifications listed cannot be signed, please explain. Gila County REPAC need only submit and return this signature page with the Intergovernmental Service Agreement. All other instructions shall be kept on file by Gila County REPAC.

	
	
SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
ORGANIZATION	DATE SUBMITTED

ATTACHMENT 2

29 CFR 97.36 – Procurement - Contract Provisions

**(i) Contract provisions.** Gila County REPAC's and its sub-grantee's contracts must contain provisions in paragraph (i) of this section. Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.

- (1) Administrative, contractual, or legal remedies in instances where Department of Economic Security violates or breaches contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)
- (2) Termination for cause and for convenience by Gila County REPAC or it's sub-grantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)
- (3) Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by Gila County REPAC and the Department of Economic Security or sub-grantees)
- (4) Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and sub-grants for construction or repair)
- (5) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts in excess of \$2,000 awarded by Gila County REPAC and sub-grantees when required by Federal grant program legislation)
- (6) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by Gila County REPAC and sub-grantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers)
- (7) Notice of awarding agency requirements and regulations pertaining to reporting.
- (8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
- (9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.
- (10) Access by the Gila County REPAC, the sub-grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Department of Economic Security which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- (11) Retention of all required records for three years after Gila County REPAC or sub-grantees make final payments and all other pending matters are closed.
- (12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and sub-grants of amounts in excess of \$100,000)
- (13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871). [53 FR 8069, Mar. 11, 1988, as amended at 60 FR 19639, 1995]

ATTACHMENT 3

**29 CFR 97.42 - Retention and access requirements for records**

(a) **Applicability.**

- (1) This section applies to all financial and programmatic records, supporting documents, statistical records, and other records of Gila County REPAC or sub-grantees which are:
  - (i) Required to be maintained by the terms of this part, program regulations or the grant agreement, or
  - (ii) Otherwise reasonably considered as pertinent to program regulations or the grant agreement.
- (2) This section does not apply to records maintained by Gila County REPAC or sub-grantees. For a requirement to place a provision concerning records in certain kinds of contracts, see Sec. 97.36(i)(10).

(b) **Length of retention period.**

- (1) Except as otherwise provided, records must be retained for three years from the starting date specified in paragraph (c) of this section.
- (2) If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 3-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 3-year period, whichever is later.
- (3) To avoid duplicate recordkeeping, awarding agencies may make special arrangements with Gila County REPAC and sub-grantees to retain any records which are continuously needed for joint use. The awarding agency will request transfer of records to its custody when it determines that the records possess long-term retention value. When the records are transferred to or maintained by the Federal agency, the 3-year retention requirement is not applicable to the Gila County REPAC or sub-grantee.

(c) **Starting date of retention period**

- (1) General. When grant support is continued or renewed at annual or other intervals, the retention period for the records of each funding period starts on the day the Gila County REPAC or sub-grantee submits to the awarding agency its single or last expenditure report for that period. However, if grant support is continued or renewed quarterly, the retention period for each year's records starts on the day the Gila County REPAC submits its expenditure report for the last quarter of the Federal fiscal year. In all other cases, the retention period starts on the day the Gila County REPAC submits its final expenditure report. If an expenditure report has been waived, the retention period starts on the day the report would have been due.
- (2) Real property and equipment records. The retention period for real property and equipment records starts from the date of the disposition or replacement or transfer at the direction of the awarding agency.
- (3) Records for income transactions after grant or sub grant support. In some cases Gila County REPAC must report income after the period of grant support. Where there is such a requirement, the retention period for the records pertaining to the earning of the income starts from the end of the Gila County REPAC's fiscal year in which the income is earned.
- (4) Indirect cost rate proposals, cost allocations plans, etc. This paragraph applies to the following types of documents, and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).
  - (i) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the Gila County REPAC) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.
  - (ii) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the Gila County REPAC) for negotiation purposes, then the 3-year retention period for the proposal plan, or computation and its supporting

records starts from end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

ATTACHMENT 3 CONTINUED

- (d) **Substitution of microfilm.** Copies made by microfilming, photocopying, or similar methods may be substituted for the original records.
- (e) **Access to records**
  - (1) Records of Gila County REPAC and sub-grantees. The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of Gila County REPAC and sub-grantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts.
  - (2) Expiration of right of access. The rights of access in this section must not be limited to the required retention period but shall last as long as the records are retained.
- (f) **Restrictions on public access.** The Federal Freedom of Information Act (5 U.S.C. 552) does not apply to records unless required by Federal, State, or local law, Gila County REPAC and sub-grantees are not required to permit public access to their records.

**ATTACHMENT 4**  
**ASSURANCES NON-CONSTRUCTION PROGRAMS**

Public reporting burden for this collection of Information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §~4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §~1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (C) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §~6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §~523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §~290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §~3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §~1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §~276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §~327-333), regarding labor standards for federally-assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §~1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §~7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §~1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470) EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §~469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §~2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §~4801 at seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

ATTACHMENT 5

**CERTIFICATION REGARDING**

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

**PRIMARY COVERED TRANSACTIONS**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
  - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal or plan.

## ATTACHMENT 6

### CERTIFICATION REGARDING LOBBYING

#### **Certification of Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contract under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

ATTACHMENT 7

**DRUG-FREE WORKPLACE CERTIFICATION**

Gila County REPAC, Arizona, dba Gila County REPAC Community & Economic Development Department certifies it will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about:
  - A. The dangers of drug abuse in the workplace;
  - B. The grantee's policy of maintaining a drug-free workplace;
  - C. Any available drug counseling, rehabilitation, and employee assistance programs; and
  - D. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1);
4. Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will:
  - A. Abide by the terms of the statement; and
  - B. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (4)(B) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number (s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (4)(B), with respect to any employee who is so convicted:
  - A. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - B. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

Gila County REPAC may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, Gila County REPAC, state, zip code):

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Check ( ) if there are workplaces on file that are not identified here.

## ATTACHMENT 8

### NON-DISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE

*Note: This particular assurance (portions which are duplicated elsewhere in other assurances) is applicable to the extent that the program activities are conducted as part of the One Stop delivery system (See 29 CFR 37.2).*

As a condition to the award of financial assistance from the Department of Labor under Title I of WIA, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- (1) Section 188 of the Workforce Investment Act of 1998 (WIA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I B financially assisted program or activity;
- (2) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;
- (3) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- (4) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- (5) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The grant applicant also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIA Title I B financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIA Title I B financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

## ATTACHMENT 9

### CERTIFICATION OF RELEASE OF INFORMATION

This certification is executed with the signing of the certification signature page and submission with the Agreement package.

### CERTIFICATION FOR RELEASE OF INFORMATION

Each grantee must indicate the Federal Share of the grant and the percentage of the grant financed by the Federal share. In this regard, the Certificate for Release of Information is cited below for this purpose. The submission of a signed application containing a copy of this Certification for Release of Information, "shall constitute the necessary certification."

### CERTIFICATION

"The grantee agrees that when issuing statements, press releases, requests for proposals, bid solicitations or other documents describing the grant project or program, the grantee shall clearly state (1) the percentage of the total cost of the program or project which will be or is being financed with Federal money, and (2) the dollar amount of Federal funds for the project or program; except when, the project or program is competitive."

As the duly authorized representative of the applicant, I hereby certify by signing the certification signature page that the applicant will comply with the assurance and certifications in Part III of the Solicitation for Grant Applications (SGA).

ATTACHMENT 10

**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

**Public Law 103-227, Part C:**

Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

By signing and submitting the certification signature page with this application the applicant/grantee certifies that it will comply with the requirements of the Act. The applicant/grantee further agrees that it will require the language of this certification be included in any sub-awards which contain provisions for the children's services and that all sub-grantees shall certify accordingly.

ATTACHMENT 11

**OTHER ADMINISTRATIVE REQUIREMENTS**

In performing its responsibilities under this Agreement, the grantee further certifies and assures that it will fully comply with:

**29 CFR Part 97 (Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments)** and the 29 CFR Part 97 clarifications and exceptions specified below.

**29 CFR 97.25 - Program Income.**

Gila County REPAC **shall** use the Addition method for computing Program Income. The grantee may deduct those costs incident to generation of program income from gross income to determine net program income provided that such costs were not charged to grant funds under this Agreement.

**29 CFR 97.31 – Property**

Real property includes both real property acquired under this Agreement and real property transferred to this Agreement from prior agreements.

**29 CFR 97.32 - Equipment and 29 CFR 97.33 – Supplies**

Equipment and Supplies includes both equipment and supplies acquired under this Agreement and equipment and supplies transferred to this Agreement from prior agreements.

**Financial Reporting**

**29 CFR 97.41 (a) and (b)**

These are the general parameters for financial reporting.

**29 CFR 97.41 (b)**

The Employment and Training Administration (ETA) is implementing a new Office of Management and Budget (OMB) approved quarterly financial reporting form to be used for financial reporting starting with the quarter which will end September 30, 2007. The reporting instructions for the newly approved form will be issued shortly and will require that State grantees use the ETA Web-based reporting system for the filing of quarterly financial status reports. A separate report must be completed each quarter for each funding source (See Fund Type) provided under this Agreement until such time as such funds for a given year have been expended or expired (i.e., expired due to statutory provision or expired due to terms of a specific grant/plan, as applicable). The software provided to grantees by the grantor agency will contain a menu listing all funding source reporting options to assist the grantees in full reporting coverage.

**29 CFR 97.41 (b) (2)**

This requires Gila County REPAC to report program outlays (expenditures) on an accrual basis.

**29 CFR 97.41 (c) (1)**

The grantee is exempted from the requirement to submit the SF-272, Federal Cash Transactions Report, and the SF-272a, Federal Cash Transactions Report, continuation sheet, provided that the grantee files the SF- 272 (e) electronic report in accordance with the HHS Payment Management System requirements.

ATTACHMENT 12

**OMB Circular A-87 Revised**

Cost Principles for State and Local Governments and the provisions and exceptions specified below:

For those selected items of cost requiring prior approval, the authority to grant or deny approval is delegated to the State for programs funded under this Agreement except that the Secretary reserves the right to require transfer of title on nonexpendable Automated Data Processing Equipment in accordance with the provisions at 29 CFR 97.32 (g). Pursuant to 20 CFR 652.8(d)(2), the Secretary reserves the right to exercise prior approval authority in other areas, after providing advance notice to the State. Accordingly, capital expenditures for real property are allowable as a direct cost only if approved by the Secretary (Grantor).

For personnel benefit costs charged to Wagner-Peyser Act funds on behalf of Employment Service (ES) employees who are members of fringe benefit plans which do not meet the requirements of OMB Circular A-87, Attachment B, Item 11, the costs of employer contributions or expenses incurred for ES fringe benefit plans are allowable as an addition to OMB Circular A-87, provided that:

- (i) For retirement plans: (A) all covered employees joined the plan before October 1, 1983; (B) the plan is authorized by State law; (C) the plan was previously approved by the Secretary; (D) the plan is insured by a private carrier which is licensed to operate this type of plan in the applicable State; and (E) any dividends or similar credits because of participation in the plan are credited against the next premium falling due under the contract;
- (ii) For all ES fringe benefit plans other than retirement plans, if the Secretary granted a time extension after October 1, 1983, to the existing approval of such a plan, costs of the plan are allowable until such time as the plan is comparable in cost and benefits to fringe benefit plans available to other similarly employed ES employees. At such time as the cost and benefits of an approved fringe benefit plan are equivalent to the cost and benefits of plans available to other similarly employed ES employees, the time extension will cease and the cited requirements of OMB Circular A-87 will apply; and
- (iii) For retirement plans and all other fringe benefit plans covered in (i) and (ii) of this paragraph, any additional costs resulting from improvements of the plans made after October 1, 1983, are not chargeable to funds under this Agreement.

**29 CFR PART 96 and 99 (Audit Requirements)**

These requirements apply as supplemented by the Wagner-Peyser Act regulations at 20 CFR 652.8(f).

**WIA Title 1B Fraud and Abuse Policy of the Workforce Investment Act**

**POLICY:** WIA regulations require that incidents of fraud, waste, abuse or other criminal activity be reported through the incident reporting to the Department of Labor, Office of Inspector General. All Staff and contracted service providers, in accordance with Federal regulation shall include a system of internal controls which ensure resource use is consistent with laws, regulations and policies; are safe guarded against waste, loss and gross mismanagement of funds; are alerted to the potential of fraud. Abuse and/or criminal acts in the WIA programs through conflict of interest, falsification of records or reports and misappropriation of funds or other assets; an lastly, be aware of obligations to report such activities.

**PROCEDURES: Reporting of Fraud & Abuse:** Information and complaints involving criminal fraud, waste, abuse or other criminal activity by a LWIA or staff must be reported immediately. Reports are made through the Department's Incident Reporting System to the DOL Office of Inspector General, Office of Investigations, Room S5514, 200 Constitution Avenue NW, Washington, D.C. 20210, or to the corresponding Regional Inspector General for Investigations, with a copy simultaneously provided to the Arizona State Attorney General's Office. **The OIG/DOL Hotline number is 1-800-347-3756.** Email notifications can be made to the Office of Inspector General (OIG) at [www.oig.dol/hotnet1.htm](http://www.oig.dol/hotnet1.htm), or, by FAX to 202-693-5210.

***All grantees/Gila County REPACs staff or employees with allegations of fraud, waste, or abuse, should be advised to contact OIG directly, particularly if they want to protect their anonymity. The U.S. Department of Labor (DOL) and its divisions enforce laws that directly protect whistle blowers or have provisions to shield employees from retaliation, for reporting violations of the laws, refusing to engage in any action made unlawful by the laws, or participating in any proceedings under the laws.***

Questions about or complaints alleging a violation of the nondiscrimination provisions of WIA section 188 may be directed or mailed to the Director, Civil Rights Center, U.S. Department of Labor, Room N4123, 200 Constitution Avenue NW, Washington DC 20210 for processing.



## *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:** 11/20/2012

Submitted For: Christine Rocha, Health Programs Manager

Submitted By: Paula Horn, Deputy Director of Prevention Services, Health & Emergency Services Division

Department: Health & Emergency Services Division

Division: Prevention Services

Information

Request/Subject

Memorandum of Understanding for the Tobacco Free Environments Program with the Globe Unified School District #1

Background Information

The Gila County Division of Health and Emergency Services has been working with the Globe Unified School District for over 15 years providing tobacco education and prevention.

Evaluation

The purpose of this Memorandum of Understanding will be to outline the responsibilities, obligations and duties of Tobacco Free Environments Program, a program operating under the Gila County Division of Health and Emergency Services and the Globe Unified School District # 1 for the 2012/2013 school year.

Conclusion

The Memorandum of Understanding would allow The Division of Health and Emergency Services to continue to work with the Globe Unified School District

The Tobacco Free Environments Program:

1. will serve as a resource to school administrators, teachers, support staff and students;
2. will utilize Health Smart curriculum ;
3. will provide instruction to students through community health educator and youth coalition members; and
4. will utilize programs 2012/2013 contract action plan/strategy to identify health priorities for schools through the use of the school health index (SHI).

The Globe Unified School District #1:

1. will adopt Health Smart curriculum prescribed by the Tobacco Free Environments Program;
2. will provide office/storage space for community health educator, between the hours of 7:00 a.m. to 4:00 p.m. Monday through Thursday, to begin on July 1, 2012, and end on June 30, 2013 and;
3. will provide necessary equipment for community health educator to effectively perform his/her duties i.e., desk, telephone line, appropriate computer & outlets and internet access.

Recommendation

The Director of Health and Emergency Services recommends that the Board of Supervisors approve the Memorandum of Understanding between Gila County Division of Health and Emergency Services and the Globe Unified School District #1.

Suggested Motion

Approval of a Memorandum of Understanding between the Gila County Division of Health and Emergency Services and the Globe Unified School District No. 1 to continue providing the Tobacco Free Environments Program in the schools for the period July 1, 2012, through June 30, 2013.

Attachments

Memorandum of Understanding with Globe School District No. 1

Legal Explanation

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE GILA COUNTY DIVISION OF HEALTH AND EMERGENCY SERVICES

THE GILA COUNTY BOARD OF SUPERVISORS

AND

GLOBE UNIFIED SCHOOL DISTRICT # 1

I. **Purpose:**

The purpose of this Memorandum of Understanding will be to outline the responsibilities, obligations and duties of Tobacco Free Environments Program, a program operating under the Gila County Division of Health and Emergency Services and the Globe Unified School District # 1 for the 2012/2013 school year.

II. **Responsibilities:**

**The Tobacco Free Environments Program**

1. will serve as a resource to school administrators, teachers, support staff and students;
2. will utilize Health Smart curriculum ;
3. will provide instruction to students through community health educator and youth coalition members and;
4. will utilize programs 2012/2013 contract action plan/strategy to identify health priorities for schools through the use of the school health index (SHI).

**The Globe Unified School District #1**

1. will adopt Health Smart curriculum prescribed by the Tobacco Free Environments Program;
2. will provide office/storage space for community health educator, between the hours of 7:00 a.m. to 4:00 p.m. Monday through Thursday, to begin on July 1, 2012, and end on June 30, 2013 and;
3. will provide necessary equipment for community health educator to effectively perform his/her duties i.e., desk, telephone line, appropriate computer & outlets and internet access.

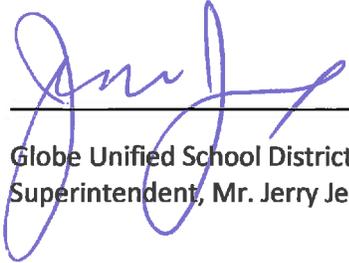
III. **Termination:**

This agreement will be effective July 1, 2012 through June 30, 2013. Prior to the termination date the agreement will be reviewed with options for renewal. This discussion will take place prior to the date of the Gila County Division of Health and Emergency Services/Tobacco Free Environments Program Grant Application is submitted to the Arizona Department of Health Services/ Bureau of Tobacco and Chronic Disease.

IV. **Cancelation:**

This agreement contains all the terms and conditions agreed to by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. Nothing in this Agreement shall be construed as consent to any suit or waiver of any defense in a suit brought against Gila County, or the Contractor, in any State or Federal Court. This Agreement is subject to the cancelation provision of ARS 38-511.

The parties to this Agreement are aware that the Gila County Attorney has represented, or pursuant to statutory duty may represent in the future more than one party to this Agreement in various matters. In the drafting of this agreement, however, the Gila County Attorney only represents the Gila County Board of Supervisors. Pursuant to A.R.S. § 15-434, the Globe Unified School District has employed legal counsel to represent it in the drafting of this agreement.

 10/4/2012  
Globe Unified School District #1  
Superintendent, Mr. Jerry Jennex

  
Gila County Division of Health and Emergency  
Services Director, Michael O'Driscoll

Signed this 10<sup>th</sup> day of October, 20 12

\_\_\_\_\_  
Gila County Board of Supervisors  
Tommie C. Martin, Chairman

Attest:

\_\_\_\_\_  
Gila County Clerk of Board of Supervisors  
Marion Sheppard, Chief Deputy Clerk

\_\_\_\_\_  
Gila County Attorney's Office  
Bryan B. Chambers, Chief Deputy County Attorney

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

<b>Goal: Reduce the incidence of the four leading causes of chronic disease death in Arizona through advancement of school health policies.</b>		<b>Strategy is integrated with (check all that apply):</b> <input type="checkbox"/> Tobacco Prevention Policy <input type="checkbox"/> Chronic Disease Self -Management <input type="checkbox"/> Tobacco Cessation Policy <input checked="" type="checkbox"/> School Health Policy <input type="checkbox"/> Other (i.e. increase community collaboration):					
<b>Objective:</b> By June 30, 2013 cultivate two schools that will support and develop a network/group of individuals concerned about tobacco and 4 leading causes of chronic disease (heart, cancer, lung, stroke) prevention and health related issues in school setting and implementing a school health policy.							
<b>Agency Lead:</b> Gila County  <b>Partners:</b> School/School Districts, School Broads, Teachers, PTO, Parents, Students, Business Owner	<b>Related policy change:</b> School based policies related to tobacco and chronic disease prevention	<b>Related environmental change:</b> Healthy school environments					
<b>What do you plan to do?</b>	<b>Who will do the work?</b>	<b>What does success look like?</b>	<b>What non financial resources are needed?</b>	<b>Q1</b> Sept. 30 <sup>th</sup>	<b>Q2</b> Dec. 31 <sup>st</sup>	<b>Q3</b> March 30 <sup>th</sup>	<b>Q4</b> June 30 <sup>th</sup>
Action 1: Recruit members for Wellness Committees	Program Manager,  Community Health Assistants	Established School Health Index (SHI) Committees in two schools	Volunteers/Committee Participants		X		
Action 2: Implementation of the School Health Index	Program Manager,  Community Health Assistants	Completion of the SHI in targeted schools	Compilation of data & help with data interpretation and reporting				X



## *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-1550**  
**Regular BOS Meeting**

**Consent Agenda Item 3- C**

**Meeting Date:** 11/20/2012

**Submitted For:** Christine Rocha, Health Programs Manager

**Submitted By:** Paula Horn, Deputy Director of Prevention Services, Health & Emergency Services Division

**Department:** Health & Emergency Services Division

**Division:** Prevention Services

Information

Request/Subject

Memorandum of Understanding for the Tobacco Free Environments Program with Miami Area Unified School District #40

Background Information

The Gila County Division of Health and Emergency Services has been working with the Miami Area Unified School District for over 15 years providing tobacco education and prevention.

Evaluation

The purpose of this Memorandum of Understanding will be to outline the responsibilities, obligations and duties of Tobacco Free Environments Program, a program operating under the Gila County Division of Health and Emergency Services and the Miami Area Unified School District # 40 for the 2012/2013 school year.

Conclusion

The Memorandum of Understanding would allow The Division of Health and Emergency Services to continue to work with the Miami Area Unified School District.

The Tobacco Free Environments Program

1. will serve as a resource to school administrators, teachers, support staff and students;
2. will utilize Health Smart curriculum;
3. will provide instruction to students through community health educator and youth coalition members; and,
4. will utilize programs 2012/2013 contract action plan/strategy to identify health priorities for schools through the use of the school health index (SHI).

The Miami Area Unified School District #40:

1. will adopt Health Smart curriculum prescribed by the Tobacco Free Environments Program;
2. will provide office/storage space for community health educator, between the hours of 7:00 a.m. to 4:00 p.m. Monday through Thursday, to begin on July 1, 2012, and end on June 30, 2013 and;
3. will provide necessary equipment for community health educator to effectively perform his/her duties i.e., desk, telephone line, appropriate computer & outlets and internet access.

Recommendation

The Director of Health and Emergency Services recommends that the Board of Supervisors approve the Memorandum of Understanding between Gila County Division of Health and Emergency Services and the Miami Area Unified School District #40.

Suggested Motion

Approval of a Memorandum of Understanding between the Gila County Division of Health and Emergency Services and the Miami Area Unified School District No. 40 to continue providing the Tobacco Free Environments Program in the schools for the period July 1, 2012, through June 30, 2013.

Attachments

Memorandum of Understanding with Miami School District No. 40

Legal Explanation

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE GILA COUNTY DIVISION OF HEALTH AND EMERGENCY SERVICES

THE GILA COUNTY BOARD OF SUPERVISORS

AND

MIAMI AREA UNIFIED SCHOOL DISTRICT # 40

I. **Purpose:**

The purpose of this Memorandum of Understanding will be to outline the responsibilities, obligations and duties of Tobacco Free Environments Program, a program operating under the Gila County Division of Health and Emergency Services and the Miami Area Unified School District # 40 for the 2012/2013 school year.

II. **Responsibilities:**

**The Tobacco Free Environments Program**

1. will serve as a resource to school administrators, teachers, support staff and students;
2. will utilize Health Smart curriculum;
3. will provide instruction to students through community health educator and youth coalition members and;
4. will utilize programs 2012/2013 contract action plan/strategy to identify health priorities for schools through the use of the school health index (SHI).

**The Miami Area Unified School District #40**

1. will adopt Health Smart curriculum prescribed by the Tobacco Free Environments Program;
2. will provide office/storage space for community health educator, between the hours of 7:00 a.m. to 4:00 p.m. Monday through Thursday, to begin on July 1, 2012, and end on June 30, 2013 and;
3. will provide necessary equipment for community health educator to effectively perform his/her duties i.e., desk, telephone line, appropriate computer & outlets and internet access.

III. **Termination:**

This agreement will be effective July 1, 2012 through June 30, 2013. Prior to the termination date the agreement will be reviewed with options for renewal. This discussion will take place prior to the date of the Gila County Division of Health and Emergency Services/Tobacco Free Environments Program Grant Application is submitted to the Arizona Department of Health Services/ Bureau of Tobacco and Chronic Disease.

IV. **Cancelation:**

This agreement contains all the terms and conditions agreed to by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. Nothing in this Agreement shall be construed as consent to any suit or waiver of any defense in a suit brought against Gila County, or the Contractor, in any State or Federal Court. This Agreement is subject to the cancelation provision of ARS 38-511.

The parties to this Agreement are aware that the Gila County Attorney has represented, or pursuant to statutory duty may represent in the future more than one party to this Agreement in various matters. In the drafting of this agreement, however, the Gila County Attorney only represents the Gila County Board of Supervisors. Pursuant to A.R.S. § 15-434, the Miami Area Unified School District has employed legal counsel to represent it in the drafting of this agreement.

<b>Goal: Reduce the incidence of the four leading causes of chronic disease death in Arizona through advancement of school health policies.</b>			<b>Strategy is integrated with (check all that apply):</b> <input type="checkbox"/> Tobacco Prevention Policy <input type="checkbox"/> Chronic Disease Self -Management <input type="checkbox"/> Tobacco Cessation Policy <input checked="" type="checkbox"/> School Health Policy <input type="checkbox"/> Other (i.e. increase community collaboration):				
<b>Objective:</b> By June 30, 2013 cultivate two schools that will support and develop a network/group of individuals concerned about tobacco and 4 leading causes of chronic disease (heart, cancer, lung, stroke) prevention and health related issues in school setting and implementing a school health policy.							
<b>Agency Lead: Gila County</b>  <b>Partners:</b> <b>School/School Districts, School Broads, Teachers, PTO, Parents, Students, Business Owner</b>	<b>Related policy change:</b> School based policies related to tobacco and chronic disease prevention	<b>Related environmental change:</b> Healthy school environments					
<b>What do you plan to do?</b>	<b>Who will do the work?</b>	<b>What does success look like?</b>	<b>What non financial resources are needed?</b>	<b>Q1</b> <b>Sept. 30<sup>th</sup></b>	<b>Q2</b> <b>Dec. 31<sup>st</sup></b>	<b>Q3</b> <b>March 30<sup>th</sup></b>	<b>Q4</b> <b>June 30<sup>th</sup></b>
<b>Action 1:</b> <b>Recruit members for Wellness Committees</b>	Program Manager,  Community Health Assistants	Established School Health Index (SHI) Committees in two schools	Volunteers/Committee Participants		X		
<b>Action 2:</b> <b>Implementation of the School Health Index</b>	Program Manager,  Community Health Assistants	Completion of the SHI in targeted schools	Compilation of data & help with data interpretation and reporting				X

Sherry Dorothy 9-10-12

Miami Unified School District #40  
Transition Superintendent,  
Sherry Dorothy

Michael Driscoll

Gila County Division of Health and  
Emergency Services Director, Michael O'Driscoll

Signed this 10<sup>th</sup> day of October, 2012

\_\_\_\_\_  
Gila County Board of Supervisors  
Tommie C. Martin, Chairman

Attest:

\_\_\_\_\_  
Gila County Clerk of Board of Supervisors  
Marion Sheppard, Chief Deputy Clerk

\_\_\_\_\_  
Gila County Attorney's Office  
Bryan B. Chambers, Chief Deputy County Attorney

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

## DISCLOSURE OF DUAL REPRESENTATION

In approving the preceding Intergovernmental Agreement between Gila County Division of Health and Emergency Services and Miami Area Unified School District #40, Gila County Attorney Daisy Flores has represented Gila County Division of Health and Emergency Services and Miami Area Unified School District #40.

Arizona Ethical Rule 1.7 requires that certain steps be taken before an attorney can represent one client that is directly adverse to another client or representation of one client may be materially limited by the attorney's responsibilities to another client.

In approving the IGA on behalf of Gila County Division of Health and Emergency Services and Miami Area Unified School District #40, Daisy Flores has determined that representation of one client is not directly adverse to the other, nor will representation of one client be materially limited by her responsibilities to the other.

However, it is possible in the future that if any dispute arises from this IGA, and Gila County Division of Health and Emergency Services and Miami Area Unified School District #40 are adverse to each other, Daisy Flores may have to invoke the requirements of Ethical Rule 1.7. Rule 1.7 requires the attorney to reasonably believe the dual representation will not be adversely affected, and each client must consent after consultation.

*Disclosure of Dual Representation*  
*Page Two*

Therefore, the undersigned acknowledges this dual representation and acknowledges that if the Rule's conflict of interest occurs, Daisy Flores may have to withdraw her representation of one or both clients.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tommie C. Martin  
Chairman of Gila County Board of Supervisors

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

*Sherry Dorothy 9-10-12*  
\_\_\_\_\_  
Sherry Dorothy  
Transition Superintendent of Miami School District



## *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-1566**

**Consent Agenda Item 3- D**

**Regular BOS Meeting**

**Meeting Date:** 11/20/2012

Submitted For: Marian Sheppard,  
Chief Deputy  
Clerk, BOS

Submitted By: Marian Sheppard, Chief Deputy Clerk,  
BOS, Clerk of the Board of Supervisors

Department: Clerk of the Board of Supervisors

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Information

Request/Subject

Knights of Columbus Special Event Liquor License Application for December 15, 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.

Evaluation

The Chief Deputy Clerk of the Board of Supervisors has reviewed the application and has determined that it has been filled out correctly.

Conclusion

This fraternal organization has properly completed the application and if the Board of Supervisors approves the application, the Knights of Columbus will have used 1 day 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 approve this application. Upon approval, the applicant has the responsibility to submit the application to the Department for its final approval.

Suggested Motion

Approval of a Special Event Liquor License Application submitted by the Knights of Columbus to serve liquor at a special event on December 15, 2012.

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Attachments

Knights of Columbus Special Event Liquor License Application



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 1 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 Father Virgil Genevriar Council 1158 Globe Knights of Columbus 100  
Percentage

Address Highway 70/77 - E. Ash just out of Globe AZ.

Name NA Percentage

Address NA Percentage

(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)

# Police  Fencing  
 # Security personnel  Barriers

Sheriff Department Officers

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? NA  YES  NO

**(ATTACH COPY OF AGREEMENT)**

N/A

Name of Business

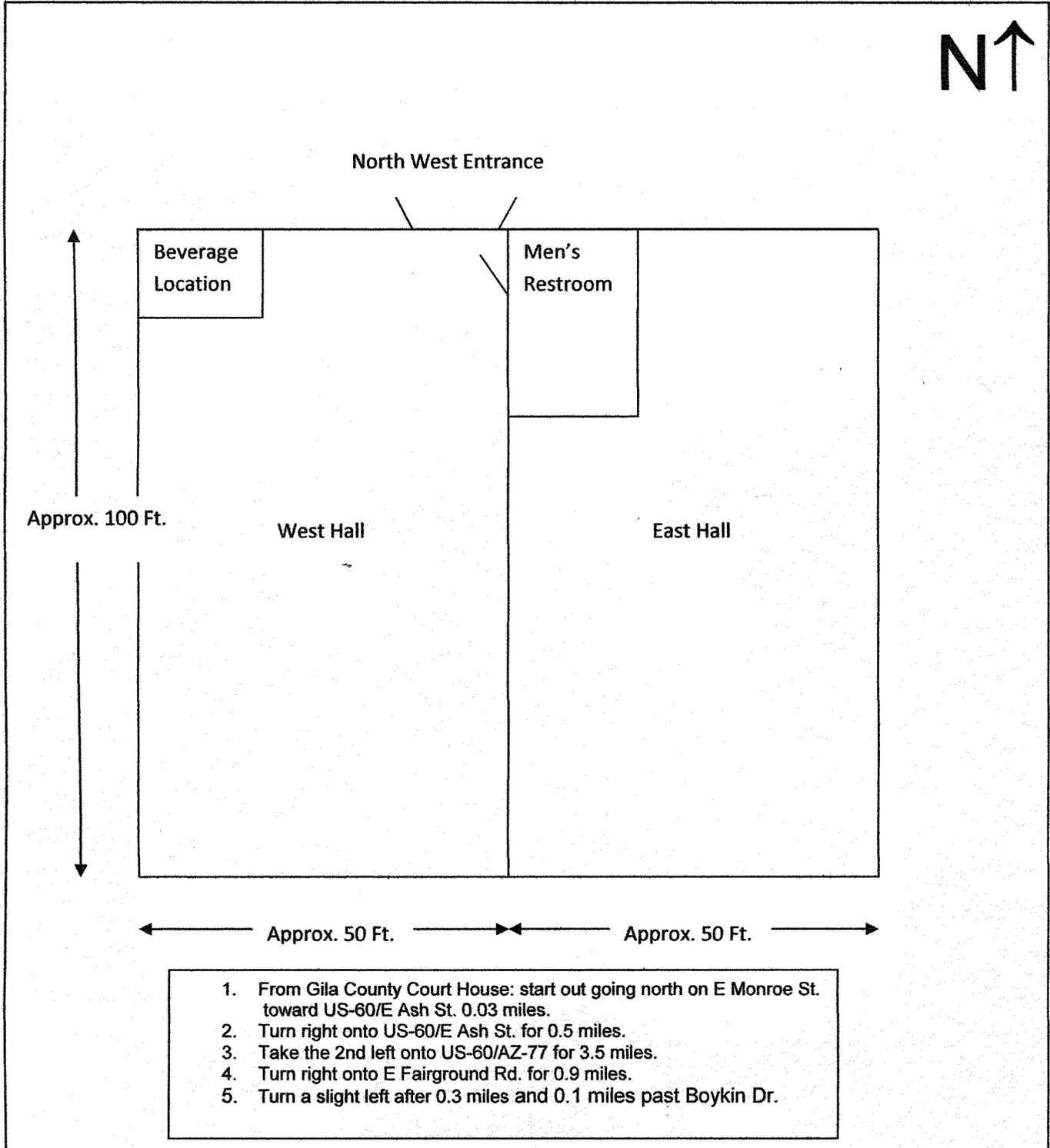
( )

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)**

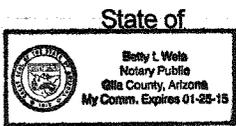
Special Event Diagram: (Show dimensions, serving areas, and label type of enclosure and security positions)  
NOTE: Show nearest cross streets, highway, or road if location doesn't have an address.



**THIS SECTION TO BE COMPLETED ONLY BY AN OFFICER, DIRECTOR OR CHAIRPERSON OF THE ORGANIZATION NAMED IN QUESTION #1**

18. I, Jose Angel Medina Sr. declare that I am an Officer/Director/Chairperson appointing the applicant listed in Question 6, to apply on behalf of the foregoing organization for a Special Event Liquor License.

X Jose Angel Medina Grand Knight 11-08-12 (928) 200-0820  
 (Signature) (Title/Position) (Date) (Phone #)



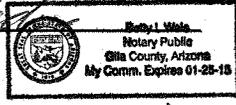
State of Arizona County of Gila  
 The foregoing instrument was acknowledged before me this 8<sup>th</sup> November 2012  
Day Month Year  
Betty L. Weis  
 (Signature of NOTARY PUBLIC)

My Commission expires on: 01-25-2015  
 (Date)

**THIS SECTION TO BE COMPLETED ONLY BY THE APPLICANT NAMED IN QUESTION #6**

19. I, Jose Angel Medina Sr. declare that I am the APPLICANT filing this application as listed in Question 6. I have read the application and the contents and all statements are true, correct and complete.

X Jose Angel Medina  
 (Signature)



State of Arizona County of Gila  
 The foregoing instrument was acknowledged before me this 8<sup>th</sup> November 2012  
Day Month Year  
Betty L. Weis  
 (Signature of NOTARY PUBLIC)

My commission expires on: 01-25-2015  
 (Date)

**You must obtain local government approval. City or County MUST recommend event and complete item #20. The local governing body may require additional applications to be completed and submitted 60 days in advance of the event. Additional licensing fees may also be required before approval may be granted.**

**LOCAL GOVERNING BODY APPROVAL SECTION**

20. I, \_\_\_\_\_ hereby recommend this special event application  
 (Government Official) (Title)  
 on behalf of \_\_\_\_\_  
 (City, Town or County) (Signature of OFFICIAL) (Date)

**FOR DLLC DEPARTMENT USE ONLY**

Department Comment Section:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 (Employee) (Date)

APPROVED  DISAPPROVED BY: \_\_\_\_\_  
 \_\_\_\_\_  
 (Title) (Date)

**ARF-1556**

**3- E**

**Regular BOS Meeting**

**Meeting Date:** 11/20/2012

**Reporting Period:** Report for County Manager Approved Contracts Under \$50,000 for Weeks Ending 10-26-12 and 11-02-12

**Submitted For:** Joseph Heatherly

**Submitted By:** Dana Sgroi,  
Contracts  
Support  
Specialist,  
Finance  
Department

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**Information**

**Subject**

Report for County Manager Approved Contracts Under \$50,000 for Weeks Ending 10-26-12 and 11-02-12

**Suggested Motion**

Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of October 22, 2012, to October 26, 2012; and October 29, 2012, to November 02, 2012.

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**Attachments**

County Manager Approved Contracts Under \$50,000 for Weeks Ending 10-26-12 and 11-02-12

ARC Western Service & Supplies Agreement

Beeline Business Equipment Full Service Maintenance Agreement

TALX-Amendment to the Equifax Workforce Solutions Service Agreement

**COUNTY MANAGER APPROVED CONTRACTS UNDER \$50,000**

**October 22, 2012, to October 26, 2012**

Number / Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
No contracts signed						

**October 29, 2012, to November 02, 2012**

Number / Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
ARC Western	ARC Western Service & Supplies Agreement	\$2,999.40	10-01-12 to 09-30-13	10-31-12	Expires 09-30-13	Annual Maintenance and Service Agreement for the TDS400 copier in the County Assessor's office. SN 442001235.
Beeline Business Equipment	Beeline Business Equipment Full Service Maintenance Agreement	\$4,679.40	10-01-12 to 09-30-13	10-31-12	Expires 09-30-13	Annual Full Service Maintenance Agreement for the AR-161 copier in the Sheriff's Office Task Force in Payson, AZ.
TALX	TALX Amendment to the Equifax Workforce Solutions Service Agreement	\$2,500.00	10-01-12 until cancelled	10-31-12	Automatically renews every August 01 <sup>st</sup> until cancelled	TALX administers the processing of all unemployment claims from inception to termination.



There's no such thing as a "paperless" building.
But we can build with less paper.

Service & Supplies Agreement

Customer: Gila County Assessors Office

Account #

Address: 1400 E. Ash St.
Globe, AZ 85501

Contact: Jeannie

Phone: 928-402-8612

Fax:

Email: dsgroi@co.gila.az.us

Model# TDS400

Serial# 442001235

Contract Term: 12 Months

From: October 01, 2012 to: September 30, 2013

- 1. This Agreement covers all parts, labor and travel required to maintain equipment for the duration of the contract. Included in the agreement: Toner, 20# White Bond Paper, and Service (Travel, Labor, Parts) Note: Electrical damages or service conditions caused by power surges and outages are not covered under our service contract.
2. The customer agrees not to alter or relocate this equipment from the above address without approval from ARC Western or attach devices or use any supply item which in the judgment of ARC Western may cause an increase in the cost of maintenance to be performed under this agreement.
3. ARC Western reserves the right to inspect the machine and determine that it is in good operating condition before agreement can be accepted.
4. Customer may terminate this agreement prior to expiration without cause, effective upon (90) ninety days written notice to ARC Western. Similarly, ARC Western may elect, without cause to terminate this agreement upon (90) ninety days written notice.
5. This agreement is \$ 249.95 per month. Includes service, toner, and 20 # white bond paper for up to 24,000 square feet per month. Overage above 24,000 square feet charged at \$0.04 per square foot. Applicable taxes will also apply.
6. ARC Western reserves the right to increase prices due to vendor price increases.
7. Service is provided during normal business hours of 8:00 AM to 5:00 PM Monday through Friday.
8. Agreement can be renewed annually

TERMS: NET 30-DAYS

Beginning Meter: \_\_\_\_\_

Mesa
133 West 1st Ave.
Mesa, AZ 85210
480.833.3912

Phoenix
4109 N. 12th Street
Phoenix, AZ 85014
602.678.1710

Tucson
3955 E. Speedway Blvd., Suite 102
Tucson, AZ 85712
520.327.6700

**There's no such thing as a "paperless" building.  
But we can build with less paper.**



GILA COUNTY

*Don E. McDaniel, Jr.*  
Don E. McDaniel, Jr., County Manager

ARC Western Signature: *Teri Jordan*

APPROVED AS TO FORM:

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

Date: *10/2/12*

## ATTACHMENT "A"

**Anti-Terrorism Warranty:** Pursuant to A.R.S. §35-397 the Supplier 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, (subject to County approval if MWBE preferences apply) 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.

**Beeline Business Equipment**  
**706A N. Beeline Hwy**  
**Payson, AZ 85541**  
**Ph: 928-472-8914 Fax: 928-472-8921**

**FULL SERVICE MAINTENANCE AGREEMENT**

DATE **September 17, 2012**

Customer **Gila County Narcotics Task Force**  
Address **600 S. Green Valley Parkway**  
City **Payson** State **AZ** Zip **85541**  
Contact **Sgt. Travis Baxley, Amber Warden, Fin.Mgr., Jeanie Sgroi (Globe)**  
**Tony McDaniel, Dennis Newman, Terry Phillips (Payson)**  
Phone Number **928-474-0728** Location of Equipment **Same** Machine Model **AR-161**

SERVICE AGREEMENT COVERAGE

Includes all parts and labor, including: preventive maintenance. Includes consumables:  
Toner, developer, drums, fuser rollers, excludes paper.  
Service performed during regular business hours. (8am-5pm M-F)

1-3 hour average response time for all regular copier problems  
1 hour or less response time on all down copier problems  
Beeline will add all your toner for your or leave extra supplies in your office.

Includes **18,000 copies a year**

Start Meter **110,258** End Meter **128,258**

Start Date **10/01/2012** End Date **09/30/2013**

**\$389.95** \_\_\_\_\_ Annual Service Contract Price plus Applicable Tax

**\$0.01** \_\_\_\_\_ Overage Per Copy

**NOTE**

**Full Service Contracts Do Not Cover Networking Issues like email problems or crashed computers, reinstallation of software, adding new computers or scanners after the initial installation. Service Contracts cover only the copier system and the service of the copier itself and the install connection. Networking issues will be billed per hourly rate.**

Contract Requirements

**Dedicated grounded power line, use of Beeline Business Equipment approved surge protector, use of 87 Bright, 20 Bond quality paper. Supplies other than paper to be purchased from Beeline Business Equipment.**

**ALL INVOICES DUE UPON RECEIPT.**

**Result of NON-Compliance to Contract Requirements Voiding of entire contract at the customers expense and/or service charges for service calls caused by inadequate power and/or surge protection, or supplies purchased from another vendor.**

**Please Note: If you do not have a dedicated line and damage occurs to electrical circuits during a storm, it may not be covered in the service agreement.**

**Attachment "A" is an integral part of this agreement.**

**THANK YOU FOR CHOOSING BEELINE BUSINESS EQUIPMENT**

  
Customer Agreement & Date 10/31/12  
**DON E. MCDANIEL, JR., GILA COUNTY MANAGER**

  
Beeline Business Agreement & Date 9/17/12

**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."

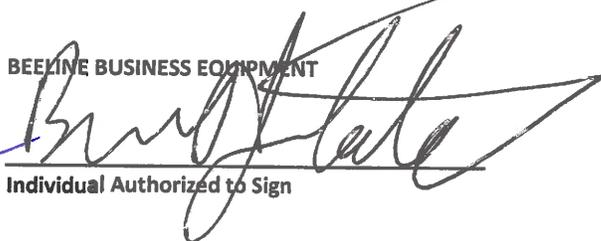
**Cancellation:** This agreement is subject to cancellation pursuant to A.R.S. §38.511.

**GILA COUNTY:**

**APPROVED AS TO FORM:**

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

**BEEHIVE BUSINESS EQUIPMENT**

  
\_\_\_\_\_  
**Individual Authorized to Sign**

**BRENT LAKATOS**  
\_\_\_\_\_

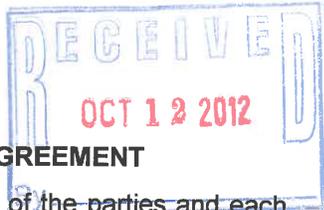
**Print Name**

**MANAGER**  
\_\_\_\_\_

**Title**

**Date**

**10/9/12**  
\_\_\_\_\_



AMENDMENT TO THE EQUIFAX WORKFORCE SOLUTIONS SERVICE AGREEMENT

This Amendment is accepted and agreed to by the following authorized representatives of the parties and each person signing below represents and warrants that he or she has the necessary authority to bind the principal set forth below.

IN WITNESS WHEREOF, the parties have executed this Amendment effective as of the Effective Date written below.

Table with 2 columns: CLIENT and ADDRESS. Includes fields for Signed By, Printed Name, Title, and Date for both County of Gila and TALX Corporation.

This Amendment ("Amendment") is by and between TALX Corporation (a provider of Equifax Workforce Solutions), a Missouri corporation ("EWS") and County of Gila ("Client"), and is effective as of October 1, 2012 ("Effective Date").

WHEREAS, the parties desire to amend the Agreement, as set forth herein and hereby reaffirm and ratify each of the terms and conditions in the Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants set forth herein, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to amend the Agreement as follows:

Amendment to

- 1. Fee. The annual fee to be paid to EWS for the Service to be rendered or Client and its subsidiaries or affiliates listed shall be \$2500 per year payable in equal quarterly installments of \$625.
2. Excess Claims .Should the number of claims received in an agreement year exceed 105% of the workload estimate below, a fee of \$12 per claim will be payable to EWS for each excess claim.

Table with 2 columns: Transaction Item(s) and Workload Estimate. Lists Unemployment Claims (30), Hearing Consultation Provided (4), and Number of State Unemployment Accounts (1).

In the event Company terminates this Agreement prior to the end of an agreement year, EWS will calculate a monthly pro rata threshold for Unemployment Claims and Company will be responsible for a pro rata share of the excess claims for the agreement year in which such early termination becomes effective.

LRD October 1, 2012
APPROVED AS TO FORM!
BRYAN B. CHAMBERS
CHIEF DEPUTY COUNTY ATTORNEY

EWS Amendment

Approved As To Legal Form
Initials: RB
Date: 10/9/12

threshold will be calculated by dividing the annual Unemployment Claims Workload Estimate below by 12. The monthly pro rata threshold for Unemployment Claims will then be multiplied by the number of completed months of the agreement year in which the termination becomes effective. The total of this calculation will represent the calculated pro rata threshold. If the total claims processed during the completed months of the terminated agreement year exceed the calculated pro rata threshold, Client will be responsible for paying the excess claim fee stated above for each excess claim. For the avoidance of doubt, this language does not give Company any additional right to terminate this Agreement.

3. **Term Renewal-**The Term of the Agreement is extended for an additional two [2] years, through 07/31/14 and shall automatically renew for successive one year term unless either party provides the other with written notice of termination at least ninety (90) days prior to the end of the then current term.
4. **Relationship to Parties-** EWS is an independent contractor of the County. EWS represents that it has or will secure, at its own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under state and local law to perform such services. It is further agreed by EWS that EWS shall obey all state and federal statutes, rules and regulations which are applicable to provisions of the services called for herein. Neither EWS nor any employee of EWS shall be deemed an officer, employee, or agent of the County.
5. **Non-Appropriations Clause-** EWS acknowledges that the County is a Governmental Entity, and the contract validity is based on the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of the County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to EWS of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall not activate this non-appropriation provision for its convenience or to circumvent the requirement of this contract, but only as an emergency fiscal measure.
6. **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.
7. **Cancellation pursuant to A.R.S. 38-511.** This Contract is subject to the cancellation provisions of A.R.S. 38-511.

**Effect of Amendment; Entire Agreement.** This Amendment together with the Agreement (and any attachments, addenda, and supplements thereto) shall be the complete and exclusive statement of the Agreement between the parties as to the subject matter of the Agreement, and shall be binding upon each of the parties hereto, their respective successors and to the extent permitted their assigns. In the event of a conflict between the terms and conditions hereof, and the terms and conditions of the Agreement, the specific terms and conditions set forth in the Amendment shall govern.

**Miscellaneous; Other Terms.** Neither this Amendment nor the Agreement can be amended or otherwise modified, except as agreed to in writing by each of the parties hereto.